

DEED OF CONVEYANCE

THIS DEED OF CONVEYANCE is made this the day of
....., 2024 (Two Thousand Twenty-Four)

B E T W E E N;

For SUN RAY DEVCON PRIVATE LIMITED

Director

(1) **SRI ANUP KUMAR PURKAIT**, having PAN : AMLPP2431K, Aadhaar No.5852 1946 5335, son of Late Baikuntha Purkait, by creed : Hindu, Indian by National, residing at Daulatpur, Post Office : Pailan Hat, Police Station : Bishnupur, Kolkata : 700104, District : 24 Parganas (South), (2) **PRESIDO LAND DEVELOPERS PVT. LTD.**, having PAN : AAHCP7131P, a Private Limited Company incorporated under the Companies Act, 1956, having its registered Office at Daulatpur, Post Office : Pailanhat, Police Station : Bishnupur, Kolkata : 700104, District : 24 Parganas (South), represented by its Director viz. **SRI SWAPAN NASKAR**, having PAN : ALSPN5668C, Aadhaar No.4314 8904 3885, son of Late Bhola Nath Naskar, by creed : Hindu, Indian by National, residing at Naskar Para, Pailanhat, Daulatpur, Bishnupur, Post Office : Pailanhat, Police Station : Bishnupur, District : 24 Parganas (South), Pin : 700104, (3) **RUPAM ENTERPRISE**, having PAN : AAOFR5275N, a Partnership Firm, having its registered Office at Village : Daulatpur, Post Office : Pailan, Police Station : Bishnupur, Kolkata : 700104, District : 24 Parganas (South), represented by its Partners viz. (A) **SRI ANUP KUMAR PURKAIT**, having PAN : AMLPP2431K, Aadhaar No.5852 1946 5335, son of Baikuntha Purkait and (B) **SMT. MITHU PURKAIT**, having PAN : BRDPP8358P, Aadhaar No.3128 1674 1616, wife of Sri Anup Kumar Purkait, both are by creed : Hindu, Indian by National, both are residing at Sardar Para, Daulatpur, Post Office : Pailan Hat, Police Station : Bishnupur, Kolkata : 700104, District : 24 Parganas (South), (4) **SRI RAJAT SAHA**, having PAN : AMBPS1774Q, Aadhaar No.3542 4068 1233, son of Balaram Saha, by creed : Hindu, Indian by National, residing at 59/51, Shyama Charan Smriti Tirtha Road, Post Office : New Alipore, Police Station : New Alipore, Kolkata : 700053, District : 24 Parganas (South), (5) **SMT. MOHUA DAS** alias **SAHA**, having PAN : ATFPD3977K, Aadhaar No.6968 4331 6379, wife of Rajat Saha, by

creed : Hindu, Indian by National, residing at Andharmanik, Post Office : Andharmanik, Police Station : Bishnupur, Pin : 743503, District : 24 Parganas (South) and

(6) **SRI SWAPAN NASKAR**, having PAN : ALSPN5668C, Aadhaar No.4314 8904 3885, son of Late Bhola Nath Naskar, by creed : Hindu, Indian by National, residing at Naskar Para, Pailanhat, Daulatpur, Bishnupur, Post Office : Pailanhat, Police Station : Bishnupur, District : 24 :: Parganas (South), hereinafter collectively called and referred to as “the **OWNERS**” (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include each of their respective heirs, executors, administrators, representatives and assigns) of the **FIRST PART**. The Owners herein are being represented by their constituted Attorney **SUN RAY DEVCON PRIVATE LIMITED**, having its registered Office at 21/4, Aswini Dutta Road, 2nd Floor, Post Office : Sarat Bose Road, Police Station : Lake Kolkata : 700029, being represented by one of its Directors **MR. JAY S. KAMDAR**, son of Late Sharad H. Kamdar of 38A/26, Jyotish Roy Road, Post Office : New Alipore, Police Station : Behala, Kolkata : 700053, duly appointed by dint of two registered Development Power of Attorney, out of which was registered on 30th January, 2023 in the Office of the District Sub-Registrar – I at Alipore, South 24 Parganas and recorded in Book No.I, Volume No.1602-2023, Pages from 50630 to 50682, Being No.160201082 for the year 2023 and another one was registered on 23rd April, 2024 in the Office of the District Sub Registrar – I at Alipore, South 24 Parganas and recorded in Book No.I, Volume No.1602-2024, Pages from 188878 to 188913, Being No.160205751 for the year 2024.

AND

1)SRI, having PAN : and
 (2) SMT., having PAN :, wife of
 Sri, both by creed : Hindu, Indian by National,

by occupation : No.1 & No.2, both are residing at, Post Office :, Police Station :, Kolkata : 700....., District : 24 Parganas (South), hereinafter jointly called and referred as “the **PURCHASERS**” (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include each of their respective heirs, executors, administrators, legal representatives and assigns) of the **SECOND PART**.

AND

SUN RAY DEVCON PRIVATE LIMITED, having PAN : AAPCS0973G, incorporated under the Indian Companies Act, 1956, having its registered Office at 21/4, Aswini Dutta Road, 2nd Floor, Post Office : Sarat Bose Road, Police Station : Lake, Kolkata : 700029, being represented by one of its Directors **MR. JAY S. KAMDAR**, having PAN : AKWPK2270L, Aadhaar No.7074 3050 7318, son of Late Sharad H. Kamdar, by creed : Hindu, Indian by National, by occupation : Business, residing at 38A/26, Jyotish Roy Road, Post Office : New Alipore, Police Station : Behala, Kolkata : 700053, hereinafter called and referred to as “the **DEVELOPER/CONFIRMING PARTY**” (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successor-in-office, administrators and assigns) of the **THIRD PART**.

WHEREAS “PRESIDO LAND DEVELOPERS PVT. LTD” had purchased ALL THAT piece and parcel of land measuring about 46 (Forty Six) Decimals more or less, lying and situate at Mouza : Andharmanik, Pargana : Magura, J.L. No.153, R.S. No.287, Touzi No.63/64, under R.S. Khatian No.266, corresponding to L.R. Khatian No.963, appertaining to R.S. & L.R. Dag No.1621, within the limits of the Andharmanik Gram Panchayet, under Police Station

: Bishnupur, District : 24 Parganas (South), by virtue of a registered Deed of Conveyance executed by “**EXCELLA REAL PROJECTS (I) LIMITED**”, mentioned as the Vendor therein for the valuable consideration as mentioned therein. The aforesaid Deed was duly registered on 9th February, 2015 in the Office of the District Sub-Registrar – IV at Alipore, South 24 Parganas and recorded in Book No.I, CD Volume No.4 Pages from 3612 to 3633, Being No.00987 for the year 2015.

AND WHEREAS after such purchase said “**PRESIDO LAND DEVELOPERS PVT. LTD**” duly mutated its name with the Office of the B.L. & L.R.O. in respect of its aforesaid purchased property and after such mutation, the aforesaid property recorded under L.R. Khatian No.5687, appertaining to L.R. Dag No.1621 and he used to pay the necessary rents and khajnas to the said Authority.

AND WHEREAS in the manner stated above, said “**PRESIDO LAND DEVELOPERS PVT. LTD**”, the Owner No.2 herein, became the sole and absolute Owner of the aforesaid property i.e. **ALL THAT** piece and parcel of land measuring about 46 (Forty-Six) Decimals more or less, lying and situate at Mouza : Andharmanik, Pargana : Magura, J.L. No.153, R.S. No.287, Touzi No.63/64, under R.S. Khatian No.266, corresponding to L.R. Khatian No.5687, appertaining to R.S. & L.R. Dag No.1621, within the limits of the Andharmanik Gram Panchayet, under Police Station : Bishnupur, District : 24 Parganas (South), morefully described in the **PART : “I”** of the **SCHEDULE – “A”** hereunder written and since then had been possessing the same uninterruptedly without any objection from any corner.

AND WHEREAS said “**PRESIDO LAND DEVELOPERS PVT. LTD**” had purchased **ALL THAT** piece and parcel of land measuring about 57.6 Decimals more or less, lying and situate at Mouza : Andharmanik, Pargana : Magura, J.L. No.153, R.S. No.287, Touzi

No.63/64, under R.S. Khatian No.280, corresponding to L.R. Khatian Nos.951 & 948, appertaining to R.S. & L.R. Dag No.727, within the limits of the Andharmanik Gram Panchayet, under Police Station : Bishnupur, District : 24 Parganas (South), by virtue of a registered Deed of Conveyance executed by “**EXCELLA REAL PROJECTS (I) LIMITED**”, mentioned as the Vendor therein for the valuable consideration as mentioned therein. The aforesaid Deed was duly registered on 9th February, 2015 in the Office of the District Sub-Registrar – IV at Alipore, South 24 Parganas and recorded in Book No.I, CD Volume No.4 Pages from 3634 to 3655, Being No.00988 for the year 2015.

AND WHEREAS after such purchase said “**PRESIDO LAND DEVELOPERS PVT. LTD**” duly mutated its name with the Office of the B.L. & L.R.O. in respect of its aforesaid purchased property and after such mutation, the aforesaid property recorded under L.R. Khatian No.5687, appertaining to L.R. Dag No.727 in respect of land measuring about 57 (Fifty-Seven) Decimals more or less and he used to pay the necessary rents and khajnas to the said Authority.

AND WHEREAS in the manner stated above, said “**PRESIDO LAND DEVELOPERS PVT. LTD**”, the Owner No.2 herein, became the sole and absolute Owner of the aforesaid property i.e. **ALL THAT** piece and parcel of land measuring about 57.6 Decimals more or less, lying and situate at Mouza : Andharmanik, Pargana : Magura, J.L. No.153, R.S. No.287, Touzi No.63/64, under R.S. Khatian No.280, corresponding to Khatian No.5687, appertaining to R.S. & L.R. Dag No.727, within the limits of the Andharmanik Gram Panchayet, under Police Station : Bishnupur, District : 24 Parganas (South), morefully described in the **PART : “II”** of the **SCHEDULE – “A”** hereunder written and since then had been possessing the same uninterruptedly without any objection from any corner.

AND WHEREAS said **“PRESIDO LAND DEVELOPERS PVT. LTD”** also had purchased **ALL THAT** piece and parcel of land measuring about 18.25 Decimals more or less, lying and situate at Mouza : Andharmanik, Pargana : Magura, J.L. No.153, R.S. No.287, Touzi No.63/64, under R.S. Khatian No.849, corresponding to L.R. Khatian Nos.678 & 961, appertaining to R.S. & L.R. Dag No.729, within the limits of the Andharmanik Gram Panchayet, under Police Station : Bishnupur, District : 24 Parganas (South), by virtue of a registered Deed of Conveyance executed by said **“EXCELLA REAL PROJECTS (I) LIMITED”**, mentioned as the Vendor therein for the valuable consideration as mentioned therein. The aforesaid Deed was duly registered on 25th May, 2015 in the Office of the District Sub-Registrar – IV at Alipore, South 24 Parganas and recorded in Book No.I, Volume No.1604- 2015, Pages from 5628 to 5655, Being No.160404282 for the year 2015.

AND WHEREAS after such purchase said **“PRESIDO LAND DEVELOPERS PVT. LTD”** duly mutated its name with the Office of the B.L. & L.R.O. in respect of its aforesaid purchased property and after such mutation, the aforesaid property recorded under L.R. Khatian No.5687, appertaining to L.R. Dag No.729 in respect of land measuring about 18 (Eighteen) Decimals more or less and he used to pay the necessary rents and khajnas to the said Authority.

AND WHEREAS in the manner stated above, said **“PRESIDO LAND DEVELOPERS PVT. LTD”**, the Owner No.2 herein, also became the sole and absolute Owner of the aforesaid property i.e. **ALL THAT** piece and parcel of land measuring about 18 (Eighteen) Decimals more or less, lying and situate at Mouza : Andharmanik, Pargana : Magura, J.L. No.153, R.S. No.287, Touzi No.63/64, under R.S.

Khatian No.849, corresponding to L.R. Khatian No.5687, appertaining to R.S. & L.R. Dag No.729, within the limits of the Andharmanik Gram Panchayet, under Police Station : Bishnupur, District : 24 Parganas (South), morefully described in the **PART : “III”** of the **SCHEDULE – “A”** hereunder written and since then had been possessing the same uninterruptedly without any objection from any corner.

AND WHEREAS said **“PRESIDO LAND DEVELOPERS PVT. LTD”** also had purchased **ALL THAT** piece and parcel of land measuring about 21 (Twenty-One) Decimals more or less, lying and situate at Mouza : Andharmanik, Pargana : Magura, J.L. No.153, R.S. No.287, Touzi No.63/64, under R.S. Khatian No.316, corresponding to L.R. Khatian Nos.454, 426, 486, 830 & 962, appertaining to R.S. & L.R. Dag No.730, within the limits of the Andharmanik Gram Panchayet, under Police Station : Bishnupur, District : 24 Parganas (South), by virtue of a registered Deed of Conveyance executed by said **“EXCELLA REAL PROJECTS (I) LIMITED”**, mentioned as the Vendor therein for the valuable consideration as mentioned therein. The aforesaid Deed was duly registered on 25th May, 2015 in the Office of the District Sub-Registrar – IV at Alipore, South 24 Parganas and recorded in Book No.I, Volume No.1604-2015, Pages from 11344 to 11372, Being No.160404283 for the year 2015.

AND WHEREAS in the manner stated above, said **“PRESIDO LAND DEVELOPERS PVT. LTD”**, the Owner No.2 herein, also became the sole and absolute Owner of the aforesaid property i.e. **ALL THAT** piece and parcel of land measuring about 21 (Twenty-One) Decimals more or less, lying and situate at Mouza : Andharmanik, Pargana : Magura, J.L. No.153, R.S. No.287, Touzi No.63/64, under R.S. Khatian No.316, corresponding to L.R. Khatian Nos.454, 426, 486, 830 & 962, appertaining to R.S. & L.R. Dag No.730, within the limits of the Andharmanik Gram Panchayet, under Police Station :

Bishnupur, District : 24 Parganas (South), morefully described in the **PART : “IV”** of the **SCHEDULE – “A”** hereunder written and since then had been possessing the same uninterruptedly without any objection from any corner.

AND WHEREAS said **“PRESIDO LAND DEVELOPERS PVT. LTD”** also had purchased **ALL THAT** piece and parcel of land measuring about 29.74 Decimals more or less, lying and situate at Mouza : Andharmanik, Pargana : Magura, J.L. No.153, R.S. No.287, Touzi No.63/64, under R.S. & L.R. Khatian No.407, appertaining to R.S. Dag Nos.579, 584, 651, 652, 653, 654 & 730, within the limits of the Andharmanik Gram Panchayet, under Police Station : Bishnupur, District : 24 Parganas (South), by virtue of a registered Deed of Conveyance executed by said **“EXCELLA REAL PROJECTS (I) LIMITED”**, mentioned as the Vendor therein for the valuable consideration as mentioned therein. The aforesaid Deed was duly registered on 25th May, 2015 in the Office of the District Sub-Registrar – IV at Alipore, South 24 Parganas and recorded in Book No.I, Volume No.1604- 2015, Pages from 5595 to 5627, Being No.160404281 for the year 2015.

AND WHEREAS in the manner stated above, said **“PRESIDO LAND DEVELOPERS PVT. LTD”**, the Owner No.2 herein, also became the sole and absolute Owner of the aforesaid property i.e. **ALL THAT** piece and parcel of land measuring about 29.74 Decimals more or less, lying and situate at Mouza : Andharmanik, Pargana : Magura, J.L. No.153, R.S. No.287, Touzi No.63/64, under R.S. & L.R. Khatian No.407, appertaining to R.S. Dag No.730, within the limits of the Andharmanik Gram Panchayet, under Police Station : Bishnupur, District : 24 Parganas (South), out of which land purchased from Dag No.730 only 11 (Eleven) Decimals, morefully described in the **PART : “V”** of the **SCHEDULE – “A”** hereunder

written and since then had been possessing the same uninterruptedly without any objection from any corner.

AND WHEREAS said **“PRESIDO LAND DEVELOPERS PVT. LTD”** also had purchased **ALL THAT** piece and parcel of land measuring about 13 (Thirteen) Decimals more or less, lying and situate at Mouza : Andharmanik, Pargana : Magura, J.L. No.153, R.S. No.287, Touzi No.63/64, under R.S. & L.R. Khatian No.427, appertaining to R.S. & L.R. Dag Nos.720, 730, 578 & 580, within the limits of the Andharmanik Gram Panchayet, under Police Station : Bishnupur, District : 24 Parganas (South), by virtue of a registered Deed of Conveyance executed by said **“EXCELLA REAL PROJECTS (I) LIMITED”**, mentioned as the Vendor therein for the valuable consideration as mentioned therein. The aforesaid Deed was duly registered on 25th May, 2015 in the Office of the District Sub-Registrar – IV at Alipore, South 24 Parganas and recorded in Book No.I, Volume No.1604-2015, Pages from 5564 to 5594, Being No.160404280 for the year 2015.

AND WHEREAS in the manner stated above, said **“PRESIDO LAND DEVELOPERS PVT. LTD”**, the Owner No.2 herein, also became the sole and absolute Owner of the aforesaid property i.e. **ALL THAT** piece and parcel of land measuring about 13 (Thirteen) Decimals more or less, lying and situate at Mouza : Andharmanik, Pargana : Magura, J.L. No.153, R.S. No.287, Touzi No.63/64, under R.S. & L.R. Khatian No.427, appertaining to R.S. & L.R. Dag Nos.720, 730, 578 & 580, within the limits of the Andharmanik Gram Panchayet, under Police Station : Bishnupur, District : 24 Parganas (South), out of which land purchased from Dag No.730 only 3 (Three) Decimals, morefully described in the **PART : “VI”** of the **SCHEDULE – “A”** hereunder written and since then had been possessing the same uninterruptedly without any objection from any corner.

AND WHEREAS said **“PRESIDO LAND DEVELOPERS PVT. LTD”** also had purchased **ALL THAT** piece and parcel of land measuring about 9.17 Decimals more or less, lying and situate at Mouza : Andharmanik, Pargana : Magura, J.L. No.153, R.S. No.287, Touzi No.63/64, under L.R. Khatian No.817, appertaining to R.S. & L.R. Dag No.730, within the limits of the Andharmanik Gram Panchayet, under Police Station : Bishnupur, District : 24 Parganas (South), by virtue of a registered Deed of Conveyance executed by said Sunil Kumar Mondal alias Sunil Mandal, mentioned as the Vendor therein for the valuable consideration as mentioned therein. The aforesaid Deed was duly registered on 1st July, 2016 in the Office of the Additional District SubRegistrar at Bishnupur, South 24 Parganas and recorded in Book No.I, Volume No.1613-2016, Pages from 79822 to 79845, Being No.161303529 for the year 2016.

AND WHEREAS in the manner stated above, said **“PRESIDO LAND DEVELOPERS PVT. LTD”**, the Owner No.2 herein, also became the sole and absolute Owner of the aforesaid property i.e. **ALL THAT** piece and parcel of land measuring about 9.17 Decimals more or less, lying and situate at Mouza : Andharmanik, Pargana : Magura, J.L. No.153, R.S. No.287, Touzi No.63/64, under L.R. Khatian No.817, appertaining to R.S. & L.R. Dag No.730, within the limits of the Andharmanik Gram Panchayet, under Police Station : Bishnupur, District : 24 Parganas (South), morefully described in the **PART : “VII”** of the **SCHEDULE – “A”** hereunder written and since then had been possessing the same uninterruptedly without any objection from any corner.

AND WHEREAS said **“PRESIDO LAND DEVELOPERS PVT. LTD”** also had purchased **ALL THAT** piece and parcel of land measuring

about 34 (Thirty-Four) Decimals more or less, lying and situate at Mouza : Andharmanik, Pargana : Magura, J.L. No.153, R.S. No.287, Touzi No.63/64, under L.R. Khatian Nos.600, 598 & 941, appertaining to R.S. & L.R. Dag Nos.723 & 724, within the limits of the Andharmanik Gram Panchayet, under Police Station : Bishnupur, District : 24 Parganas (South), by virtue of a registered Deed of Conveyance executed by **“EXCELLA REAL PROJECTS (I) LIMITED”**, mentioned as the Vendor therein for the valuable consideration as mentioned therein. The aforesaid Deed was duly registered on 25th May, 2015 in the Office of the District Sub-Registrar – IV at Alipore, South 24 Parganas and recorded in Book No.I, Volume No.1604-2015, Pages from 5683 to 5711, Being No.160404285 for the year 2015.

AND WHEREAS after such purchase said **“PRESIDO LAND DEVELOPERS PVT. LTD”** duly mutated its name with the Office of the B.L. & L.R.O. in respect of its aforesaid purchased property and after such mutation, the aforesaid property recorded under L.R. Khatian No.5687, appertaining to L.R. Dag Nos.723 & 724 and he used to pay the necessary rents and khajnas to the said Authority.

AND WHEREAS in the manner stated above, said **“PRESIDO LAND DEVELOPERS PVT. LTD”**, the Owner No.2 herein, also became the sole and absolute Owner of the aforesaid property i.e. **ALL THAT** piece and parcel of land measuring about 34 (Thirty-Four) Decimals more or less, lying and situate at Mouza : Andharmanik, Pargana : Magura, J.L. No.153, R.S. No.287, Touzi No.63/64, under L.R. Khatian No.5687, appertaining to R.S. & L.R. Dag Nos.723 & 724, within the limits of the Andharmanik Gram Panchayet, under Police Station : Bishnupur, District : 24 Parganas (South), but present development only Dag No.723 to be considered land measuring about 30 (Thirty) Decimals more or less, morefully described in the **PART : “VIII”** of the **SCHEDULE – “A”** hereunder written and since

then had been possessing the same uninterruptedly without any objection from any corner.

AND WHEREAS said **“PRESIDO LAND DEVELOPERS PVT. LTD”** also had purchased **ALL THAT** piece and parcel of land measuring about 81 (Eighty-One) Decimals more or less, lying and situate at Mouza : Andharmanik, Pargana : Magura, J.L. No.153, R.S. No.287, Touzi No.63/64, under L.R. Khatian Nos.946 & 947, appertaining to R.S. & L.R. Dag No.726, within the limits of the Andharmanik Gram Panchayet, under Police Station : Bishnupur, District : 24 Parganas (South), by virtue of a registered Deed of Conveyance executed by Basanta Manna and Palan Manna, mentioned as the Vendors therein for the valuable consideration as mentioned therein. The aforesaid Deed was duly registered on 6th May, 2016 in the Office of the District Sub-Registrar – IV at Alipore, South 24 Parganas and recorded in Book No.I, Volume No.1604-2016, Pages from 79618 to 79652, Being No.160402983 for the year 2016.

AND WHEREAS after such purchase said **“PRESIDO LAND DEVELOPERS PVT. LTD”** duly mutated its name with the Office of the B.L. & L.R.O. in respect of its aforesaid purchased property and after such mutation, the aforesaid property recorded under L.R. Khatian No.5687, appertaining to L.R. Dag No.726 and he used to pay the necessary rents and khajnas to the said Authority.

AND WHEREAS in the manner stated above, said **“PRESIDO LAND DEVELOPERS PVT. LTD”**, the Owner No.2 herein, also became the sole and absolute Owner of the aforesaid property i.e. **ALL THAT** piece and parcel of land measuring about 81 (Eighty-One) Decimals more or less, lying and situate at Mouza : Andharmanik, Pargana : Magura, J.L. No.153, R.S. No.287, Touzi No.63/64, under L.R. Khatian No.5687, appertaining to R.S. & L.R. Dag No.726, within

the limits of the Andharmanik Gram Panchayet, under Police Station : Bishnupur, District : 24 Parganas (South), morefully described in the **PART : “IX”** of the **SCHEDULE – “A”** hereunder written and since then had been possessing the same uninterruptedly without any objection from any corner.

AND WHEREAS “RUPAM ENTERPRISE” had purchased **ALL THAT** piece and parcel of land measuring about 159.95 Decimals more or less together with pucca structure measuring about 2000 (Two Thousand) Square Feet more or less, lying and situate at Mouza : Andharmanik, Pargana : Magura, J.L. No.153, R.S. No.287, Touzi No.63/64, under L.R. Khatian Nos.679 & 1313, appertaining to R.S. & L.R. Dag Nos.1615, 1616, 1617, 1618, 1619, 1620 & 1621, within the limits of the Andharmanik Gram Panchayet, under Police Station : Bishnupur, District : 24 Parganas (South), by virtue of a registered Deed of Conveyance executed by **“MANGALAM AGRO PRODUCTS LIMITED”**, mentioned as the Vendor therein for the valuable consideration as mentioned therein. The aforesaid Deed was duly registered on 17th March, 2021 in the Office of the Additional Registrar of Assurances – III at Kolkata and recorded in Book No.I, Volume No.1903-2021, Pages from 141828 to 141884, Being No.190303184 for the year 2021.

AND WHEREAS after such purchase said **“RUPAM ENTERPRISE”** duly mutated its name with the Office of the B.L. & L.R.O. in respect of its aforesaid purchased property and after such mutation, the aforesaid property recorded under L.R. Khatian No.5100, appertaining to L.R. Dag Nos.1615, 1616, 1617, 1618, 1619, 1620 & 1621 in respect of land measuring about 160 (One Hundred Sixty) Decimals more or less and it used to pay the necessary rents and khajnas to the said Authority.

AND WHEREAS in the manner stated above, said **“RUPAM ENTERPRISE”**, the Owner No.3 herein, became the sole and absolute Owner of the aforesaid property i.e. **ALL THAT** piece and parcel of land measuring about 160 (One Hundred Sixty) Decimals more or less together with pucca structure measuring about 2000 (Two Thousand) Square Feet more or less, lying and situate at Mouza : Andharmanik, Pargana : Magura, J.L. No.153, R.S. No.287, Touzi No.63/64, under L.R. Khatian No.5100, appertaining to R.S. & L.R. Dag Nos.1615, 1616, 1617, 1618, 1619, 1620 & 1621, within the limits of the Andharmanik Gram Panchayet, under Police Station : Bishnupur, District : 24 Parganas (South), morefully described in the **PART : “X”** of the **SCHEDULE – “A”** hereunder written and since then had been possessing the same uninterruptedly without any objection from any corner.

AND WHEREAS Rajat Saha had purchased **ALL THAT** piece and parcel of land measuring about 57.6 Decimals more or less, lying and situate at Mouza : Andharmanik, Pargana : Magura, J.L. No.153, R.S. No.287, Touzi No.63/64, under R.S. Khatian No.280, corresponding to L.R. Khatian Nos.952 & 949, appertaining to R.S. & L.R. Dag No.727, within the limits of the Andharmanik Gram Panchayet, under Police Station : Bishnupur, District : 24 Parganas (South), by virtue of a registered Deed of Conveyance executed by Prabir Mondal & Anukul Mondal, mentioned as the Vendors therein for the valuable consideration as mentioned therein. The aforesaid Deed was duly registered on 29th January, 2022 in the Office of the District Sub-Registrar – IV at Alipore, South 24 Parganas and recorded in Book No.I, Volume No.1604-2022, Pages from 126120 to 126142, Being No.160403214 for the year 2022.

AND WHEREAS after such purchase said Rajat Saha duly mutated his name with the Office of the B.L. & L.R.O. in respect of his aforesaid purchased property and after such mutation, the aforesaid property recorded under L.R. Khatian No.5609, appertaining to R.S. & L.R. Dag No.727 in respect of land measuring about 58 (Fifty-Eight) Decimals more or less and he used to pay the necessary rents and khajnas to the said Authority.

AND WHEREAS in the manner stated above, said Rajat Saha, the Owner No.4 herein, became the sole and absolute Owner of the aforesaid property i.e. **ALL THAT** piece and parcel of land measuring about 58 (Fifty-Eight) Decimals more or less, lying and situate at Mouza : Andharmanik, Pargana : Magura, J.L. No.153, R.S. No.279, Touzi No.63/64, under R.S. Khatian No.280, corresponding to L.R. Khatian No.5609, appertaining to R.S. & L.R. Dag No.787, within the limits of the Andharmanik Gram Panchayet, under Police Station : Bishnupur, District : 24 Parganas (South), morefully described in the **PART : "XI"** of the **SCHEDULE - "A"** hereunder written and since then had been possessing the same uninterruptedly without any objection from any corner.

AND WHEREAS Smt. Mauha Das had purchased **ALL THAT** piece and parcel of land measuring about 28.8 Decimals more or less, lying and situate at Mouza : Andharmanik, Pargana : Magura, J.L. No.153, R.S. No.287, Touzi No.63/64, under R.S. Khatian No.280, corresponding to L.R. Khatian No.950, appertaining to R.S. & L.R. Dag No.727, within the limits of the Andharmanik Gram Panchayet, under Police Station : Bishnupur, District : 24 Parganas (South), by virtue of a registered Deed of Conveyance executed by Ashok Kumar Mondal alias Ashok Mondal, mentioned as the Vendor therein for the valuable consideration as mentioned therein. The aforesaid Deed

was duly registered on 3rd March, 2022 in the Office of the Additional District Sub-Registrar at Bishnupur, South 24 Parganas and recorded in Book No.I, Volume No.1613-2022,Pages from 53344 to 53367, Being No.161301999 for the year 2022.

AND WHEREAS after such purchase said Smt. Mauha Das duly mutated her name with the Office of the B.L. & L.R.O. in respect of her aforesaid purchased property and after such mutation, the aforesaid property recorded under L.R. Khatian No.5605, appertaining to R.S. & L.R. Dag No.727 in respect of land measuring about 29 (Twenty-Nine) Decimals more or less and she used to pay the necessary rents and khajnas to the said Authority.

AND WHEREAS in the manner stated above, said Smt. Mauha Das, the Owner No.5 herein, became the sole and absolute Owner of the aforesaid property i.e. **ALL THAT** piece and parcel of land measuring about 29 (Twenty-Nine) Decimals more or less, lying and situate at Mouza : Andharmanik, Pargana : Magura, J.L. No.153, R.S. No.287, Touzi No.63/64, under R.S. Khatian No.280, corresponding to L.R. Khatian No.5605, appertaining to R.S. & L.R. Dag No.727, within the limits of the Andharmanik Gram Panchayet, under Police Station : Bishnupur, District : 24 Parganas (South), morefully described :: in the **PART : "XII"** of the **SCHEDULE – "A"** hereunder written and since then had been possessing the same uninterruptedly without any objection from any corner.

AND WHEREAS said Smt. Mauha Das also had purchased **ALL THAT** piece and parcel of land measuring about 21 Decimals more or less, lying and situate at Mouza : Andharmanik, Pargana : Magura, J.L. No.153, R.S. No.287, Touzi No.63/64, under R.S. Khatian No.266, corresponding to L.R. Khatian No.963, appertaining to R.S. & L.R. Dag No.731, within the limits of the

Andharmanik Gram Panchayet, under Police Station : Bishnupur, District : 24 Parganas (South), by virtue of a registered Deed of Conveyance executed by Palan Mistri alias Palan Chandra Mistri, mentioned as the Vendor therein for the valuable consideration as mentioned therein. The aforesaid Deed was duly registered on 3rd March, 2022 in the Office of the Additional District Sub-Registrar at Bishnupur, South 24 Parganas and recorded in Book No.I, Volume No.1613-2022, Pages from 53321 to 53343, Being No.161302000 for the year 2022.

AND WHEREAS after such purchase said Smt. Mauha Das duly mutated her name with the Office of the B.L. & L.R.O. in of her aforesaid purchased property and after such mutation, the aforesaid property recorded under L.R. Khatian No.5605, appertaining to R.S. & L.R. Dag No.731 and she used to pay the necessary rents and khajnas to the said Authority.

AND WHEREAS in the manner stated above, said Smt. Mauha Das, the Owner No.5 herein, became the sole and absolute Owner of the aforesaid property i.e. **ALL THAT** piece and parcel of land measuring about 21 Decimals more or less, lying and situate at Mouza : Andharmanik, Pargana : Magura, J.L. No.153, R.S. No.287, Touzi No.63/64, under R.S. Khatian No.266, corresponding to L.R. Khatian No.5605, appertaining to R.S. & L.R. Dag No.731, within the limits of the Andharmanik Gram Panchayet, under Police Station : Bishnupur, District : 24 Parganas (South), morefully described in the **PART : "XIII"** of the **SCHEDULE – "A"** hereunder written and since then had been possessing the same uninterruptedly without any objection from any corner.

AND WHEREAS said Rajat Saha also had purchased **ALL THAT** piece and parcel of land measuring about 33 (Thirty-Three) Decimals more or less, lying and situate at Mouza : Andharmanik, Pargana : Magura, J.L. No.153, R.S. No.279, Touzi No.63/64, under R.S. Khatian No.266, corresponding to L.R. Khatian No.1857, appertaining to R.S. & L.R. Dag No.1621, within the limits of the Andharmanik Gram Panchayet, under Police Station : Bishnupur, District : 24 Parganas (South), by virtue of a registered Deed of Conveyance executed by Milan Roy alias Milan Chandra Roy, mentioned as the Vendor therein for the valuable consideration as mentioned therein. The aforesaid Deed was duly registered on 29th January, 2022 in the Office of the District Sub-Registrar – IV at Alipore, South 24 Parganas and recorded in Book No.I, Volume No.1604-2022, Pages from 139055 to 139075, Being No.160403215 for the year 2022.

AND WHEREAS after such purchase said Rajat Saha duly mutated his name with the Office of the B.L. & L.R.O. in respect of his aforesaid purchased property and after such mutation, the aforesaid property recorded under L.R. Khatian No.5609, appertaining to R.S. & L.R. Dag No.1621 and he used to pay the necessary rents and khajnas to the said Authority.

AND WHEREAS in the manner stated above, said Rajat Saha, the Owner No.4 herein, became the sole and absolute Owner of the aforesaid property i.e. **ALL THAT** piece and parcel of land measuring about 33 (Thirty-Three) Decimals more or less, lying and situate at Mouza : Andharmanik, Pargana : Magura, J.L. No.153, R.S. No.279, Touzi No.63/64, under R.S. Khatian No.266, corresponding to L.R. Khatian No.5609, appertaining to R.S. & L.R. Dag No.1621, within the limits of the Andharmanik Gram Panchayet, under Police Station

: Bishnupur, District : 24 Parganas (South), morefully described in the **PART : "XIV"** of the **SCHEDULE – "A"** hereunder written and since then had been possessing the same uninterruptedly without any objection from any corner.

AND WHEREAS said Anup Kumar Purkait also had purchased **ALL THAT** piece and parcel of land measuring about 10.883 Decimals more or less, lying and situate at Mouza : Andharmanik, Pargana : Magura, J.L. No.153, R.S. No.287, Touzi No.63/64, under R.S. Khatian No.849, corresponding to L.R. Khatian No.845, appertaining to R.S. & L.R. Dag No.729, within the limits of the Andharmanik Gram Panchayet, under Police Station : Bishnupur, District : 24 Parganas (South), by virtue of a registered Deed of Conveyance executed by Shankar Mondal, mentioned as the Vendor therein for the valuable consideration as mentioned therein. The aforesaid Deed was duly registered on 26th September, 2022 in the Office of the Additional District Sub-Registrar at Bishnupur, South 24 Parganas and recorded in Book No.I, Volume No.1613-2022, Pages from 168943 to 168958, Being No.161307476 for the year 2022.

AND WHEREAS after such purchase said Anup Kumar Purkait duly mutated his name with the Office of the B.L. & L.R.O. in respect of his aforesaid purchased property and after such mutation, the aforesaid property recorded under L.R. Khatian No.4352, appertaining to L.R. Dag No.729 in respect of land measuring about 11 (Eleven) Decimals more or less and he used to pay the necessary rents and khajnas to the said Authority.

AND WHEREAS in the manner stated above, said Arun Kumar Purkait, the Owner No.1 herein, became the sole and absolute

Owner of the aforesaid property i.e. **ALL THAT** piece and parcel of land measuring about 11 (Eleven) Decimals more or less, lying and situate at Mouza : Andharmanik, Pargana : Magura, J.L. No.153, R.S. No.287, Touzi No.63/64, under R.S. Khatian No.849, corresponding to L.R. Khatian No.4352, appertaining to R.S. & L.R. Dag No.729, within the limits of the Andharmanik Gram Panchayet, under Police Station : Bishnupur, District : 24 Parganas (South), morefully described in the **PART : "XV"** of the **SCHEDULE - "A"** hereunder written and since then had been possessing the same uninterruptedly without any objection from any corner.

AND WHEREAS said Anup Kumar Purkait also had purchased **ALL THAT** piece and parcel of land measuring about 46 (FortySix) Decimals more or less, lying and situate at Mouza : Andharmanik, Pargana : Magura, J.L. No.153, R.S. No.287, Touzi No.63/64, under R.S. Khatian No.318, corresponding to L.R. Khatian No.748/1, appertaining to R.S. & L.R. Dag No.728, within the limits of the Andharmanik Gram Panchayet, under Police Station : Bishnupur, District : 24 Parganas (South), by virtue of a registered Deed of Conveyance executed by Smt. Chhabi Rani Pramanick, mentioned as the Vendor therein for the valuable consideration as mentioned therein. The aforesaid Deed was duly registered on 19th December, 2022 in the Office of the District Sub-Registrar – IV at Alipore, South 24 Parganas and recorded in Book No.I, Volume No.1604-2022, Pages from 441090 to 441106, Being No.160414943 for the year 2022.

AND WHEREAS after such purchase said Anup Kumar Purkait duly mutated his name with the Office of the B.L. & L.R.O. in respect of his aforesaid purchased property and after such mutation, the aforesaid property recorded under L.R. Khatian No.4352,

appertaining to R.S. & L.R. Dag No.728 and he used to pay the necessary rents and khajnas to the said Authority.

AND WHEREAS in the manner stated above, said Anup Kumar Purkait, the Owner No.1 herein, became the sole and absolute Owner of the aforesaid property i.e. **ALL THAT** piece and parcel of land measuring about 46 (Forty-Six) Decimals more or less, lying and situate at Mouza : Andharmanik, Pargana : Magura, J.L. No.153, R.S. No.287, Touzi No.63/64, under R.S. Khatian No.318, corresponding to L.R. Khatian No.4352, appertaining to R.S. & L.R. Dag No.728, within the limits of the Andharmanik Gram Panchayet, under Police Station : Bishnupur, District : 24 Parganas (South), morefully described in the **PART : “XVI”** of the **SCHEDULE – “A”** hereunder written and since then had been possessing the same uninterruptedly without any objection from any corner.

AND WHEREAS Swapan Naskar had purchased **ALL THAT** piece and parcel of land measuring about 47 (Forty-Seven) Decimals more or less, lying and situate at Mouza : Andharmanik, Pargana : Magura, J.L. No.153, R.S. No.287, Touzi No.63/64, under R.S. Khatian No.849, corresponding to L.R. Khatian Nos.954 & 955, appertaining to R.S. & L.R. Dag No.729, within the limits of the Andharmanik Gram Panchayet, under Police Station : Bishnupur, District : 24 Parganas (South), by virtue of a registered Deed of Conveyance executed by Sekhar Roy alias Sekhar Chandra Roy and Dibakar Roy, jointly mentioned as the Vendors therein for the valuable consideration as mentioned therein. The aforesaid Deed was duly registered on 19th December, 2022 in the Office of the District Sub-Registrar – IV at Alipore, South 24 Parganas and recorded in Book No.I, Volume No.1604-2022, Pages from 436022 to 436039, Being No.160414956 for the year 2022.

AND WHEREAS after such purchase said Swapan Naskar duly mutated his name with the Office of the B.L. & L.R.O. in respect of his aforesaid purchased property and after such mutation, the aforesaid property recorded under L.R. Khatian No.5729, appertaining to R.S. & L.R. Dag No.729 and he used to pay the necessary rents and khajnas to the said Authority.

AND WHEREAS in the manner stated above, said Swapan Naskar, the Owner No.6 herein, became the sole and absolute Owner of the aforesaid property i.e. **ALL THAT** piece and parcel of land measuring about 47 (Forty-Seven) Decimals more or less, lying and situate at Mouza : Andharmanik, Pargana : Magura, J.L. No.153, R.S. No.287, Touzi No.63/64, under R.S. Khatian No.849, corresponding to L.R. Khatian No.5729, appertaining to R.S. & L.R. Dag No.729, within the limits of the Andharmanik Gram Panchayet, under Police Station : Bishnupur, District : 24 Parganas (South), morefully described in the **PART : "XVII"** of the **SCHEDULE – "A"** hereunder written and since then had been possessing the same uninterruptedly without any objection from any corner.

AND WHEREAS said Swapan Naskar also had purchased **ALL THAT** piece and parcel of land measuring about 11 (Eleven) Decimals more or less, lying and situate at Mouza : Andharmanik, Pargana : Magura, J.L. No.153, R.S. No.287, Touzi No.63/64, under R.S. Khatian No.849, corresponding to L.R. Khatian No.473, appertaining to R.S. & L.R. Dag No.729, within the limits of the Andharmanik Gram Panchayet, under Police Station : Bishnupur, District : 24 Parganas (South), by :: 34 :: virtue of a registered Deed of Conveyance executed by Lakai Pramanik, mentioned as the Vendor therein for the valuable consideration as mentioned therein.

The aforesaid Deed was duly registered on 19th December, 2022 in the Office of the District Sub-Registrar – IV at Alipore, South 24 Parganas and recorded in Book No.I, Volume No.1604-2022, Pages from 436040 to 436056, Being No.160414957 for the year 2022.

AND WHEREAS after such purchase said Swapan Naskar duly mutated his name with the Office of the B.L. & L.R.O. in respect of his aforesaid purchased property and after such mutation, the aforesaid property recorded under L.R. Khatian No.5729, appertaining to R.S. & L.R. Dag No.729 and he used to pay the necessary rents and khajnas to the said Authority.

AND WHEREAS in the manner stated above, said Swapan Naskar, the Owner No.6 herein, became the sole and absolute Owner of the aforesaid property i.e. ALL THAT piece and parcel of land measuring about 11 (Eleven) Decimals more or less, lying and situate at Mouza : Andharmanik, Pargana : Magura, J.L. No.153, R.S. No.287, Touzi No.63/64, under R.S. Khatian No.849, corresponding to L.R. Khatian No.5729, appertaining to R.S. & L.R. Dag No.729, within the limits of the Andharmanik Gram Panchayet, under Police Station : Bishnupur, District : 24 Parganas (South), morefully described in the **PART : “XVIII”** of the **SCHEDULE – “A”** hereunder written and since then had been possessing the same uninterruptedly without any objection from any corner.

AND WHEREAS said Swapan Naskar also had purchased **ALL THAT** piece and parcel of land measuring about 8 (Eight) Decimals more or less, lying and situate at Mouza : Andharmanik, Pargana : Magura, J.L. No.153, R.S. No.287, Touzi No.63/64, under R.S. Khatian No.318, corresponding to L.R. Khatian No.748, appertaining to R.S. & L.R. Dag No.728, within the limits of the

Andharmanik Gram Panchayet, under Police Station : Bishnupur, District : 24 Parganas (South), by virtue of a registered Deed of Conveyance executed by Smt. Dipali Pramanik and Smt. Sunita Pramanik, jointly mentioned as the Vendors therein for the valuable consideration as mentioned therein. The aforesaid Deed was duly registered on 19th December, 2022 in the Office of the District Sub-Registrar – IV at Alipore, South 24 Parganas and recorded in Book No.I, Volume No.1604-2022, Pages from 435987 to 436004, Being No.160414958 for the year 2022.

AND WHEREAS after such purchase said Swapan Naskar duly mutated his name with the Office of the B.L. & L.R.O. in respect of his aforesaid purchased property and after such mutation, the aforesaid property recorded under L.R. Khatian No.5729, appertaining to R.S. & L.R. Dag No.728 and he used to pay the necessary rents and khajnas to the said Authority.

AND WHEREAS in the manner stated above, said Swapan Naskar, the Owner No.6 herein, became the sole and absolute Owner of the aforesaid property i.e. ALL THAT piece and parcel of land measuring about 8 (Eight) Decimals more or less, lying and situate at Mouza : Andharmanik, Pargana : Magura, J.L. No.153, R.S. No.287, Touzi No.63/64, under R.S. Khatian No.318, corresponding to L.R. Khatian No.5729, appertaining to R.S. & L.R. Dag No.728, within the limits of the Andharmanik Gram Panchayet, under Police Station : Bishnupur, District : 24 Parganas (South), morefully described in the **PART : “XIX”** of the **SCHEDULE – “A”** hereunder written and since then had been possessing the same uninterruptedly without any objection from any corner.

AND WHEREAS the Owner Nos.1 to 6 herein all jointly seized and possessed of the respective lands, morefully described in the **PART : “I”** to **PART : “XIX”** of the **SCHEDULE : “A”** hereunder written, out of which they are at present possessing land measuring about 700.37 Decimals more or less, morefully described in the **PART :**

“XX” of the **SCHEDULE : “A”** hereunder written and they have jointly decided to make a Township Projects upon the aforesaid property, consisting of residential Bungalow, Row House, Duplex/s, Pentagons, Apartment /s, Car Parking Space/s, Club Facilities, Commercial Space/s and/or other space/s, which are required for day to day living purpose.

AND WHEREAS accordingly the Owner Nos.1 to 6 herein all jointly entered into a registered Deed of Development Agreement on 30th January, 2023 with the Developer herein for fulfillment of their dream under certain terms and conditions as set forth therein. The aforesaid Agreement was duly registered in the Office of the District Sub-Registrar – II at Alipore, South 24 Parganas and registered in Book No.I, Volume No.1602-2023, Pages from 49918 to 50074, Being No.160201058 for the year 2023.

AND WHEREAS in terms of the aforesaid Agreement, the Owner Nos.1 to 6 herein all jointly executed one Development Power of Attorney on 30th January, 2023, which was duly registered in the Office of the District Sub-Registrar – II at Alipore, South 24 Parganas and recorded in Book No.I, Volume No.1602-2023, Pages from 50630 to 50682, Being No.160201082 for the year 2023.

AND WHEREAS said Anup Kumar Purkait had purchased ALL THAT piece and parcel of land measuring about 22 (TwentyTwo) Decimals more or less, lying and situate at Mouza : Andharmanik, Pargana : Magura, J.L. No.153, R.S. No.287, Touzi No.63/64, under R.S. Khatian No.879, corresponding to L.R. Khatian Nos.1306 & 1313, appertaining to R.S. & L.R. Dag No.1616, within the limits of the Andharmanik Gram Panchayet, under Police Station : Bishnupur, District : 24 Parganas (South), by virtue of a registered Deed of Conveyance executed by Smt. Tapati Ganguly and Barindra Nath

Ganguly, mentioned as the Vendors therein for the valuable consideration :: 39 :: as mentioned therein. The aforesaid Deed was duly registered on 30th April, 2012 in the Office of the Additional District SubRegistrar at Bishnupur, South 24 Parganas and recorded in Book No.I, CD Volume No.9, Pages from 2203 to 2218, Being No.02824 for the year 2012.

AND WHEREAS after such purchase said Anup Kumar Purkait duly mutated his name with the Office of the B.L. & L.R.O. in respect of his aforesaid purchased property and after such mutation, the aforesaid property recorded under L.R. Khatian No.4352, appertaining to L.R. Dag No.1616 and he used to pay the necessary rents and khajnas to the said Authority.

AND WHEREAS in the manner stated above, said Anup Kumar Purkait, the Owner No.1 herein, became the sole and absolute Owner of the aforesaid property i.e. **ALL THAT** piece and parcel of land measuring about 22 (Twenty-Two) Decimals more or less, lying and situate at Mouza : Andharmanik, Pargana : Magura, J.L. No.153, R.S. No.287, Touzi No.63/64, under R.S. Khatian No.879, corresponding to L.R. Khatian No.4352, appertaining to R.S. & L.R. Dag No.1616, within the limits of the Andharmanik Gram Panchayet, under Police Station : Bishnupur, District : 24 Parganas (South), morefully described in the **PART : "I"** of the **SCHEDULE – "B"** hereunder written and since then had been possessing the same uninterruptedly without any objection from any corner.

AND WHEREAS said Anup Kumar Purkait also had purchased **ALL THAT** piece and parcel of land measuring about 21.883 Decimals more or less, lying and situate at Mouza : Andharmanik, Pargana : Magura, J.L. No.153, R.S. No.287, Touzi No.63/64, under R.S.

Khatian No.849, corresponding to L.R. Khatian Nos.847 & 846, appertaining to R.S. & L.R. Dag No.729, within the limits of the Andharmanik Gram Panchayet, under Police Station : Bishnupur, District : 24 Parganas (South), by virtue of a registered Deed of Conveyance executed by Sanatan Mondal, Smt. Mira Mondal and Smt. Chandrani Mondal, mentioned as the Vendors therein for the valuable consideration as mentioned therein. The aforesaid Deed was duly registered on 10th February, 2023 in the Office of the Additional District Sub-Registrar at Bishnupur, South 24 Parganas and recorded in Book No.I, Volume No.1613-2023, Pages from 22263 to 22282, Being No.161300915 for the year 2023.

AND WHEREAS after such purchase said Anup Kumar Purkait duly mutated his name with the Office of the B.L. & L.R.O. in respect of his aforesaid purchased property and after such mutation, the aforesaid property recorded under L.R. Khatian No.4352, appertaining to L.R. Dag No.729 and he used to pay the necessary rents and khajnas to the said Authority.

AND WHEREAS in the manner stated above, said Anup Kumar Purkait, the Owner No.1 herein, also became the sole and absolute Owner of the aforesaid property i.e. **ALL THAT** piece and parcel of land measuring about 21.883 Decimals more or less, lying and situate at Mouza : Andharmanik, Pargana : Magura, J.L. No.153, R.S. No.287, Touzi No.63/64, under R.S. Khatian No.849, corresponding to L.R. Khatian No.4352, appertaining to R.S. & L.R. Dag No.729, within the limits of the Andharmanik Gram Panchayet, under Police Station : Bishnupur, District : 24 Parganas (South), morefully described in the **PART : "II"** of the **SCHEDULE - "B"** hereunder written and since then had been possessing the same uninterruptedly without any objection from any corner.

AND WHEREAS said Anup Kumar Purkait also had purchased **ALL THAT** piece and parcel of land measuring about 53.666 Decimals more or less, lying and situate at Mouza : Andharmanik, Pargana : Magura, J.L. No.153, R.S. No.287, Touzi No.63/64, under R.S. Khatian No.849, corresponding to L.R. Khatian Nos.957 & 958, appertaining to R.S. & L.R. Dag No.729, within the limits of the Andharmanik Gram Panchayet, under Police Station : Bishnupur, District : 24 Parganas (South), by virtue of a registered Deed of Conveyance executed by Khokon Mondal and Smt. Nirupama Mondal, mentioned as the Vendors therein for the valuable consideration as mentioned therein. The aforesaid Deed was duly registered on 15th March, 2024 in the Office of the Additional District Sub-Registrar at Bishnupur, South 24 Parganas and recorded in Book No.I, Volume No.1613-2024, Pages from 39706 to 39724, Being No.161301778 for the year 2024.

AND WHEREAS after such purchase said Anup Kumar Purkait duly mutated his name with the Office of the B.L. & L.R.O. in respect of his aforesaid purchased property and after such mutation, the aforesaid property recorded under L.R. Khatian No.4352, appertaining to L.R. Dag No.729 and he used to pay the necessary rents and khajnas to the said Authority.

AND WHEREAS in the manner stated above, said Anup Kumar Purkait, the Owner No.1 herein, also became the sole and absolute Owner of the aforesaid property i.e. **ALL THAT** piece and parcel of land measuring about 53.666 Decimals more or less, lying and situate at Mouza : Andharmanik, Pargana : Magura, J.L. No.153, R.S. No.287, Touzi No.63/64, under R.S. Khatian No.849, corresponding to L.R. Khatian No.4352, appertaining to R.S. & L.R.

Dag No.729, within the limits of the Andharmanik Gram Panchayet, under Police Station : Bishnupur, District : 24 Parganas (South), morefully described in the **PART : "III"** of the **SCHEDULE - "B"** hereunder written and since then had been possessing the same uninterruptedly without any objection from any corner.

AND WHEREAS said Anup Kumar Purkait further had purchased **ALL THAT** piece and parcel of land measuring about 26.834 Decimals more or less, lying and situate at Mouza : Andharmanik, Pargana : Magura, J.L. No.153, R.S. No.287, Touzi No.63/64, under R.S. Khatian No.849, corresponding to L.R. Khatian Nos.957 & 958, appertaining to R.S. & L.R. Dag No.729, within the limits of the Andharmanik Gram Panchayet, under Police Station : Bishnupur, District : 24 Parganas :: 44 :: (South), by virtue of a registered Deed of Conveyance executed by Biswanath Mondal, mentioned as the Vendor therein for the valuable consideration as mentioned therein. The aforesaid Deed was duly registered on 15th March, 2024 in the Office of the Additional District Sub-Registrar at Bishnupur, South 24 Parganas and recorded in Book No.I, Volume No.1613-2024, Pages from 39425 to 39743, Being No.161301779 for the year 2024.

AND WHEREAS after such purchase said Anup Kumar Purkait duly mutated his name with the Office of the B.L. & L.R.O. in respect of his aforesaid purchased property and after such mutation, the aforesaid property recorded under L.R. Khatian No.4352, appertaining to L.R. Dag No.729 and he used to pay the necessary rents and khajnas to the said Authority.

AND WHEREAS in the manner stated above, said Anup Kumar Purkait, the Owner No.1 herein, further became the sole and absolute Owner of the aforesaid property i.e. **ALL THAT** piece and parcel of land measuring about 26.834 Decimals more or less, lying

and situate at Mouza : Andharmanik, Pargana : Magura, J.L. No.153, R.S. No.287, Touzi No.63/64, under R.S. Khatian No.849, corresponding to L.R. Khatian No.4352, appertaining to R.S. & L.R. Dag No.729, within the limits of the Andharmanik Gram Panchayet, under Police Station : Bishnupur, District : 24 Parganas (South), morefully described in the **PART : "IV"** of the **SCHEDULE - "B"** hereunder written and since then had been possessing the same uninterruptedly without any objection from any corner.

AND WHEREAS "PRESIDO LAND DEVELOPERS PVT. LTD" had purchased **ALL THAT** piece and parcel of land measuring about 8 (Eight) Decimals more or less, lying and situate at Mouza : Andharmanik, Pargana : Magura, J.L. No.153, R.S. No.287, Touzi No.63/64, under R.S. Khatian No.316, corresponding to L.R. Khatian Nos.429, 430, 431 & 432, appertaining to R.S. & L.R. Dag No.730, within the limits of the Andharmanik Gram Panchayet, under Police Station : Bishnupur, District : 24 Parganas (South), by virtue of a registered Deed of Conveyance executed by Smt. Sandhya Rani Naskar alias Sandhya Naskar, Bikash Naskar, Paresh Naskar and Smt. Sanaka Naskar, mentioned as the Vendors therein for the valuable consideration as mentioned therein. The aforesaid Deed was duly registered on 10th February, 2023 in the Office of the Additional District :: 46 :: Sub-Registrar at Bishnupur, South 24 Parganas and recorded in Book No.I, Volume No.1613-2023, Pages from 22485 to 22504, Being No.161300922 for the year 2023.

AND WHEREAS after such purchase said **"PRESIDO LAND DEVELOPERS PVT. LTD"** duly mutated its name with the Office of the B.L. & L.R.O. in respect of its aforesaid purchased property and after such mutation, the aforesaid property recorded under L.R.

Khatian No.5687, appertaining to L.R. Dag No.730 and it used to pay the necessary rents and khajnas to the said Authority.

AND WHEREAS in the manner stated above, said **“PRESIDO LAND DEVELOPERS PVT. LTD”**, the Owner No.2 herein, became the sole and absolute Owner of the aforesaid property i.e. **ALL THAT** piece and parcel of land measuring about 8 (Eight) Decimals more or less, lying and situate at Mouza : Andharmanik, Pargana : Magura, J.L. No.153, R.S. No.287, Touzi No.63/64, under R.S. Khatian No.316, corresponding to L.R. Khatian No.5687, appertaining to R.S. & L.R. Dag No.730, within the limits of the Andharmanik Gram Panchayet, under Police Station : Bishnupur, District : 24 Parganas (South), morefully described in the **PART : “V”** of the **SCHEDULE – “B”** hereunder written and since then had been possessing the same uninterruptedly without any objection from any corner.

AND WHEREAS said **“PRESIDO LAND DEVELOPERS PVT. LTD”** also had purchased **ALL THAT** piece and parcel of land measuring about 1.2276 Decimals more or less, lying and situate at Mouza : Andharmanik, Pargana : Magura, J.L. No.153, R.S. No.287, Touzi No.63/64, under R.S. Khatian No.316, corresponding to L.R. Khatian No.433, appertaining to R.S. & L.R. Dag No.730, within the limits of the Andharmanik Gram Panchayet, under Police Station : Bishnupur, District : 24 Parganas (South), by virtue of a registered Deed of Conveyance executed by Debabrata Sardar, mentioned as the Vendor therein for the valuable consideration as mentioned therein. The aforesaid Deed was duly registered on 10th February, 2023 in the Office of the Additional District Sub-Registrar at Bishnupur, South 24 Parganas and recorded in Book No.I, Volume

No.1613-2023, Pages from 22683 to 22698, Being No.161300925 for the year 2023.

AND WHEREAS after such purchase said **“PRESIDO LAND DEVELOPERS PVT. LTD”** duly mutated its name with the Office of the B.L. & L.R.O. in respect of its aforesaid purchased property and after such mutation, the aforesaid property recorded under L.R. Khatian No.5687, appertaining to L.R. Dag No.730 and it used to pay the necessary rents and khajnas to the said Authority.

AND WHEREAS in the manner stated above, said **“PRESIDO LAND DEVELOPERS PVT. LTD”**, the Owner No.2 herein, also became the sole and absolute Owner of the aforesaid property i.e. **ALL THAT** piece and parcel of land measuring about 1.2276 Decimals more or less, lying and situate at Mouza : Andharmanik, Pargana : Magura, J.L. No.153, R.S. No.287, Touzi No.63/64, under R.S. Khatian No.316, corresponding to L.R. Khatian No.5687, appertaining to R.S. & L.R. Dag No.730, within the limits of the Andharmanik Gram Panchayet, under Police Station : Bishnupur, District : 24 Parganas (South), morefully described in the **PART : “VI”** of the **SCHEDULE – “B”** hereunder written and since then had been possessing the same uninterruptedly without any objection from any corner.

AND WHEREAS said **“PRESIDO LAND DEVELOPERS PVT. LTD”** also had purchased ALL THAT piece and parcel of land about 33 (Thirty-Three) Decimals more or less, lying and situate at Mouza : Andharmanik, Pargana : Magura, J.L. No.153, R.S. No.287, Touzi No.63/64, under R.S. Khatian No.236, corresponding to L.R. Khatian Nos.1858, 1859, 1860 & 1861, appertaining to R.S. & L.R. Dag No.1621, within the limits of the Andharmanik Gram Panchayet, under Police Station : Bishnupur, District : 24 Parganas

(South), by virtue of a registered Deed of Conveyance executed by Krishna Kanta Naskar and Swapan Naskar, mentioned as the Vendors therein for the valuable consideration as mentioned therein. The aforesaid Deed was duly registered on 23rd June, 2023 in the Office of the Additional District Sub-Registrar at Bishnupur, South 24 Parganas and recorded in Book No.I, Volume No.1613-2023, Pages from 94116 to 94137, Being No.161304351 for the year 2023.

AND WHEREAS after such purchase said **“PRESIDO LAND DEVELOPERS PVT. LTD”** duly mutated its name with the Office of the B.L. & L.R.O. in respect of its aforesaid purchased property and after such mutation, the aforesaid property recorded under L.R. Khatian No.5687, appertaining to L.R. Dag No.1621 and it used to pay the necessary rents and khajnas to the said Authority.

AND WHEREAS in the manner stated above, said **“PRESIDO LAND DEVELOPERS PVT. LTD”**, the Owner No.2 herein, also became the sole and absolute Owner of the aforesaid property i.e. **ALL THAT** piece and parcel of land measuring about 33 (Thirty-Three) Decimals more or less, lying and situate at Mouza : Andharmanik, Pargana : Magura, J.L. No.153, R.S. No.287, Touzi No.63/64, under R.S. Khatian No.236, corresponding to L.R. Khatian No.5687, appertaining to R.S. & L.R. Dag No.1621, within the limits of the Andharmanik Gram Panchayet, under Police Station : Bishnupur, District : 24 Parganas (South), morefully described in the **PART : “VII”** of the **SCHEDULE – “B”** hereunder written and since then had been possessing the same uninterruptedly without any objection from any corner.

AND WHEREAS said **“PRESIDO LAND DEVELOPERS PVT. LTD”** further had purchased **ALL THAT** piece and parcel of land measuring about 43.6892 Decimals more or less, lying and situate at Mouza : Andharmanik, Pargana : Magura, J.L. No.153, R.S. No.287, Touzi No.63/64, under R.S. Khatian No.849, corresponding to L.R. Khatian Nos.759, 760 & 959, appertaining to R.S. & L.R. Dag No.729, within the limits of the Andharmanik Gram Panchayet, under Police Station : Bishnupur, District : 24 Parganas (South), by virtue of a registered Deed of Conveyance executed by Srikanta Pramanick alias Lakshmi Kanta Pramanik and Kshudiram Pramanick, mentioned as the Vendors therein for the valuable consideration as mentioned therein. The aforesaid Deed was duly registered on 20th December, 2023 in the Office of the Additional District Sub-Registrar at Bishnupur, South 24 Parganas and recorded in Book No.I, Volume No.1613-2023, Pages from 2563 to 2586, Being No.161300039 for the year 2024.

AND WHEREAS after such purchase said **“PRESIDO LAND DEVELOPERS PVT. LTD”** duly mutated its name with the Office of the B.L. & L.R.O. in respect of its aforesaid purchased property and after such mutation, the aforesaid property recorded under L.R. Khatian No.5687, appertaining to L.R. Dag No.729 and it used to pay the necessary rents and khajnas to the said Authority.

AND WHEREAS in the manner stated above, said **“PRESIDO LAND DEVELOPERS PVT. LTD”**, the Owner No.2 herein, became the sole and absolute Owner of the aforesaid property i.e. **ALL THAT** piece and parcel of land measuring about 43.6892 Decimals more or less, lying and situate at Mouza : Andharmanik, Pargana : Magura, J.L.

No.153, R.S. No.287, Touzi No.63/64, under R.S. Khatian No.849, corresponding to L.R. Khatian No.5687, appertaining to R.S. & L.R. Dag No.729, within the limits of the Andharmanik Gram Panchayet, under Police Station : Bishnupur, District : 24 Parganas (South), morefully described in the **PART : “VIII”** of the **SCHEDULE – “B”** hereunder written and since then had been possessing the same uninterruptedly without any objection from any corner.

AND WHEREAS “RUPAM ENTERPRISE” had purchased **ALL THAT** piece and parcel of land measuring about 7.534 Decimals more or less, lying and situate at Mouza : Andharmanik, Pargana : Magura, J.L. No.153, R.S. No.287, Touzi No.63/64, under R.S. Khatian No.849, corresponding to L.R. Khatian No.1281, appertaining to R.S. & L.R. Dag No.729, within the limits of the Andharmanik Gram Panchayet, under Police Station : Bishnupur, District : 24 Parganas (South), by virtue of a registered Deed of Conveyance executed by Lakshman Mistry, mentioned as the Vendor therein for the valuable consideration as mentioned therein. The aforesaid Deed was duly registered on 10th February, 2023 in the Office of the Additional District Sub-Registrar at Bishnupur, South 24 Parganas and recorded in Book No.I, Volume No.1613-2023, Pages from 23122 to 23137, Being No.161300920 for the year 2023.

AND WHEREAS after such purchase said **“RUPAM ENTERPRISE”** duly mutated its name with the Office of the B.L. & L.R.O. in respect of its aforesaid purchased property and after such mutation, the aforesaid property recorded under L.R. Khatian No.5100, appertaining to L.R. Dag No.729 and it used to pay the necessary rents and khajnas to the said Authority.

AND WHEREAS in the manner stated above, said **“RUPAM ENTERPRISE”**, the Owner No.3 herein, became the sole and absolute Owner of the aforesaid property i.e. **ALL THAT** piece and parcel of land measuring about 7.534 Decimals more or less, lying and situate at Mouza : Andharmanik, Pargana : Magura, J.L. No.153, R.S. No.287, Touzi No.63/64, under R.S. Khatian No.849, corresponding to L.R. Khatian No.5100, appertaining to R.S. & L.R. Dag No.729, within the limits of the Andharmanik Gram Panchayet, under Police Station : Bishnupur, District : 24 Parganas (South), morefully described in the **PART : “IX”** of the **SCHEDULE – “B”** hereunder written and since then had been possessing the same uninterruptedly without any objection from any corner.

AND WHEREAS the Owner Nos.1 to 3 herein all jointly seized and possessed of the respective lands, morefully described in **the PART : “I”** to **PART : “IX”** of the **SCHEDULE : “B”** hereunder written, out of which they have jointly decided to make a Township Projects upon the land measuring about 206.8338 Decimals more or less, morefully described in the **PART : “X”** of the **SCHEDULE : “B”** hereunder written and they have jointly decided to make a Township Projects upon the aforesaid property, consisting of residential Bungalow, Row House, Duplex/s, Pentagons, Apartment /s, Car Parking Space/s, Club Facilities, Commercial Space/s and/or other space/s, which are required for day to day living purpose.

AND WHEREAS accordingly the Owner Nos.1 to 3 herein all jointly entered into a registered Deed of Development Agreement on 23rd April, 2024 with the Developer herein for fulfillment of their dream under certain terms and conditions as set forth therein. The aforesaid Agreement was duly registered in the Office of the District Sub-Registrar – II at Alipore, South 24 Parganas and registered in

Book No.I, Volume No.1602-2024, Pages from 188914 to 189032, Being No.160205731 for the year 2024.

AND WHEREAS in terms of the aforesaid Agreement, the Owner Nos.1 to 3 herein all jointly executed one Development Power of Attorney on 23rd April, 2024, which was duly registered in the Office of the District Sub-Registrar – II at Alipore, South 24 Parganas and recorded in Book No.I, Volume No.1602-2024, Pages from 188878 to 1888913, Being No.160205751 for the year 2024.

AND WHEREAS the Land is earmarked for the purpose of build a residential project having multi-storied residential apartment Building and the Project has been named “**SUN AVALON**”, morefully described in the **SCHEDULE : “C”** hereunder written.

AND WHEREAS the Vendors are fully competent to enter into this Agreement.

AND WHEREAS the Building Plan has been sanctioned by the Andharmanik Gram Panchayet Bishnupur –I, 24 Parganas (S) being job no. 1280 dated 02/08/2024 (SANCTIONED PLAN) and the same shall include all sanctionable/permissible modifications made thereto, if any, from time to time. The Developer agrees and undertakes that it shall not make any changes to these approved plans except in strict compliance with Section 14 of the Act and other laws as applicable.

AND WHEREAS the Developer has registered the Project under the provisions of the Act with the Real Estate (Regulation & Development) Act, 2016 at on under Registration No.....

AND WHEREAS in terms of the said Development Agreement, the said Owners and the Developer, formulated a scheme to enable person/party intending to own Apartment /s, Car Parking Space/s and other Space/s in the said new Building together with undivided proportionate share or interest in the land of the said premises along with undivided proportionate share in common areas whereupon the proposed Building is to be erected out of the Developer's allocation.

AND WHEREAS according to the said scheme, the Developer will construct or cause to be constructed a Multistoried Building at the costs and expenses of the Developer at the said premises in accordance with the said sanctioned Building Plan.

AND WHEREAS the Purchasers have approached the Developer and agreed to acquire a portion of the Developer's allocation in the New Building and accordingly the Purchasers herein entered into a verbal Agreement with the Developer herein for purchasing a self-contained Apartment bearing No..... having land area of Square Feet more or less from the side of the Floor and one Car Parking Space bearing No..... measuring more or less Square Feet on the side of the Ground Floor of the proposed Building, which will be constructed as Multistoried Bungalow Project.

AND WHEREAS in terms of the said Development Agreement, the Developer erected, constructed and completed the construction of the said Multistoried Bungalow Project Building named **"SUN AVALON."** at the said premises, hereinafter called "the **NEW BUILDING**", in accordance with aforesaid sanction Plan.

AND WHEREAS the Purchasers have inter-alia agreed to acquire from the Vendors, the undivided impartible proportionate share of land in the said premises, morefully described in the **THIRD SCHEDULE** hereunder written, free from all encumbrances, charges, liens, lispendences, attachments, trusts whatsoever **TOGETHER WITH** the proportionate share and the benefit of the Plans relating to the said Apartment bearing Apartment No..... having land area of Square Feet more or less from the side of the Floor and one Car Parking Space bearing No..... measuring more or less Square Feet on the side of the Ground Floor of the new Building, exclusively belonging to the Developer's allocation, hereinafter called "the **SAID APARTMENT & CAR PARKING SPACE**", which is morefully described in the **FOURTH SCHEDULE** hereunder written, also with the right of use of the common portions, morefully described in the **FIFTH SCHEDULE** hereunder written and **TOGETHER WITH** all right or rights in respect of said Apartment & Car Parking Space and the common portions, proportionately from the Developer, which is morefully described in the **FOURTH SCHEDULE** hereunder written on the terms and conditions as agreed upon by and between the Parties hereto as per Agreement at or for the total consideration of Rs...../- (Rupees) only paid by the Purchasers to the Developer.

AND WHEREAS the Developer has represented and assured the Purchasers that the said Apartment bearing Apartment No..... having super built up area of Square Feet more or less from the side of the Floor and one Car Parking Space bearing No..... measuring more or less Square Feet on the side of the Ground Floor of the new Building, which has already been constructed as Multistoried one, is free from all

encumbrances charges, liens, lispendences, attachments, trusts whatsoever or howsoever and the Vendors have also represented and assured the Purchasers that they have absolute power and authority to sell and transfer the undivided proportionate share or interest in the land comprised in the said premises attributable to the said Apartment & Car Parking Space.

AND WHEREAS in pursuance of the aforesaid, the Vendors at the request of the Developer is completing the sale of the undivided share of land in the said premises attributable to the said Apartment & Car Parking Space and the Developer is also completing the sale of the said Apartment & Car Parking Space and the undivided proportionate share in the common portions in the New Building and/or the said premises by these presents.

NOW THIS INDENTURE WITNESSETH THAT in pursuance of the said premises and in consideration of the sum of Rs...../- (Rupees) only paid by the Purchasers to the Developer being the total consideration price which includes the costs of undivided share in land at the premises of the Vendors attributable to the said Apartment bearing Apartment No..... having land area of Square Feet more or less from the side of the Floor and one Car Parking Space bearing No..... measuring more or less Square Feet on the side of the Ground Floor of the new Building and the undivided proportionate share in the common portions (the receipt whereof the Developer doth hereby also by the receipt and Memo hereunder written, admits and acknowledges, which duly affirmed by the Vendors also and of and from the payment of the same forever, release, discharge and acquit the Purchasers and the said undivided share of land in the said premises attributable to the said Apartment & Car Parking Space and the undivided proportionate share in the common portions). The Vendors do hereby grant, sell,

convey, transfer, assign and assure and the Developer doth hereby confirms unto the Purchasers **ALL THAT** the undivided impartible proportionate share in the land contained in the said premises, morefully described in the **THIRD SCHEDULE** hereunder written, attributable to the said Apartment & Car Parking Space **TOGETHER WITH** the proportionate undivided share and/or the benefit of the Plan relating to the said Apartment & Car Parking Space, morefully described in the **FOURTH SCHEDULE** hereunder written **AND ALSO** the proportionate share of the common portions, morefully described in the **FIFTH SCHEDULE** hereunder written, in common with the Co-Owners and/or Occupiers of the New Building **AND** the Developer doth hereby grant, sell, convey, transfer, assign and assure and the Vendors do hereby confirm unto the Purchasers the said Apartment bearing Apartment No..... having land area of Square Feet more or less from the side of the Floor and one Car Parking Space bearing No..... measuring more or less Square Feet on the side of the Ground Floor of the new Building, morefully described in the **FOURTH SCHEDULE** hereunder written and the undivided proportionate share in the common portion, morefully described in the **FIFTH SCHEDULE** hereunder written, **OR HOWSOEVER OTHERWISE** the undivided share of land in the said premises attributable to the said Apartment & Car Parking Space and undivided proportionate share in the common portions now are or is or at any time hereto before were or was situated, butted & bounded, called, known, numbered, described and distinguished **TOGETHER WITH** all areas, fences, limited right for the passage leading to the staircase and sides spaces of the Building including front open spaces, sewers, drains, water, water courses, benefits, advantages and all manners, former or other rights, liberties and easements privileges, appendages and appurtenances whatsoever belonging to the said undivided share of land in the said premises attributable to the said Apartment & Car Parking Space and the undivided proportionate share in the

common portions or in anywise appertaining thereto or any part thereof, usually held, used, occupied, accepted, enjoyed reputed or known as part or parcel or member thereof or appurtenant thereto **AND** the reversion or reversions, remainder or remainders and the rents, issues and profits of the said undivided share of land in the said premises attributable to the said Apartment & Car Parking Space and the undivided proportionate share in the common portions and other rights hereby conveyed **AND** all the estate, right, title, interest, property, claim and demand whatsoever of the Vendors and the Developer into or upon the said undivided share of land in the said premises attributable to the said Apartment & Car Parking Space and the undivided proportionate share in the common portions respectively and all other benefits, rights and properties therein comprised and hereby granted, sold, conveyed, transferred, assigned and assured or expressed or intended so to be and every part or parts thereof respectively or arising out there from **AND TOGETHER FURTHER WITH** all rights, liberties and appurtenances, whatsoever **TO AND UNTO** the Purchasers free from all encumbrances, trust, liens, lispendences and attachments whatsoever (save only those as are expressly mentioned herein) **AND TOGETHER FURTHER WITH AND SUBJECT TO** easements or quasi-easements and other stipulations and provisions in connection with the beneficial common use and enjoyment of the premises, the land and the New Building by the Purchasers as Co-Owners as mentioned in the **SIXTH SCHEDULE** hereunder written **AND TO HAVE AND TO HOLD** the said undivided share of land attributable to the said premises and the said Apartment & Car Parking Space and the undivided proportionate share in the common portions and all other benefits and rights hereby granted, sold, conveyed, transferred, assigned and assured or expressed or intended so to be and every part or parts thereof respectively or arising out there from absolutely and forever **SUBJECT TO** the covenants, the rules and regulations contained in the **SIXTH**

SCHEDULE hereunder written and/or elsewhere herein **AND ALSO SUBJECT TO** the Purchasers' paying and discharging all taxes, impositions and other common expenses relating to the said premises proportionately and the said Apartment & Car Parking Space and details whereof are morefully mentioned in the **SIXTH SCHEDULE** and the **SEVENTH SCHEDULE** hereunder written. **THE VENDORS AND DEVELOPER DO HEREBY COVENANT WITH THE PURCHASERS** as follows :-

1. **THAT** the interest which the Vendors and the Developer do hereby professes to transfer, subsists and that the Vendors and the Developer have the sole right, full power and absolute authority to grant, sell, convey, transfer, assign and assure unto the Purchasers, the said Apartment & Car Parking Space and undivided proportionate share in the common portions **TOGETHER WITH** the benefits, rights and properties hereby sold and conveyed.

2. **AND THAT** it shall be lawful for the Purchasers from time to time and at all times hereafter, to enter into and upon and to use, hold and enjoy the said undivided share of land in the said premises, the said Apartment & Car Parking Space and the undivided proportionate share in the common portions and all benefits, rights and properties hereby conveyed and every part thereof and to receive the rents, issues and profits thereof, without any interruption, disturbance, claim or demand whatsoever from or by the Vendors or the Developer or any person or persons claiming through under or in trust for the Vendors and/or the Developer, unless otherwise expressly mentioned herein **AND** freed and cleared from and against all manner of encumbrances, trusts, liens and attachments whatsoever **SAVE** only those as are expressly contained herein.

3. **AND THAT** the Vendors and the Developer shall from time to time and at all times hereafter, upon every request and at the costs of the

Purchasers, make, do, acknowledge, exercise, execute, register and perfect all such further and/or other lawful and reasonable acts, deeds, matters and things whatsoever for further better or more perfectly assuring the said undivided share of land in the said premises, the said Apartment & Car Parking Space and the undivided proportionate share in the common portions **TOGETHER WITH** the benefits, rights and properties hereby granted unto the Purchasers in the manner aforesaid. **THE PURCHASERS DO HEREBY COVENANT WITH THE VENDORS AND DEVELOPER** as follows :-

1. **THAT** the Purchasers herein shall be entitled to sell, gift, mortgage, lease, convey or otherwise alienate the said Apartment & Car Parking Space to any person or persons without the consent of the Vendors and the Developer herein or any other Co-Owner or Co-Owners of the said Building.

2. **THAT** the Purchasers' undivided right, title, interest, possession in the soil of the said premises, morefully mentioned in the **THIRD SCHEDULE** hereunder written, shall remain join for all times the other Co-Owners of the said Building at the said Municipal premises.

3. **THAT** the Purchasers herein shall have all rights to mutate their names as Owners and Possessors in respect of the said Apartment & Car Parking Space in the Office of the Andharmanik Gram Panchayet Bishnupur -I, 24 Parganas (S) and in the records of any other Authorities, the Vendor and the Developer herein doth hereby give its consent or approval in writing for the purpose of such mutation and separate assessment, whenever shall be required by the Purchasers.

4. **THAT** the Purchasers herein shall be liable to pay directly towards payment of Owners' share and Occupiers' share of rates, taxes, land revenues and other outgoing charges payable to the Andharmanik

Gram Panchayet Bishnupur -I, 24 Parganas (S) or to any other Authorities in respect of the said Apartment & Car Parking Space hereby sold and transferred to the Purchasers and from the execution of this Deed of Conveyance.

5. **THAT** so long as the said Apartment & Car Parking Space is not be separately assessed in the name of the Purchasers herein for the purpose of aforesaid rates, taxes, land revenues and other outgoing charges, in that event the Purchasers shall pay proportionate share of the aforesaid charges as levied on the said Apartment & Car Parking Space on and from the date of execution of this Deed.

6. **THAT** the Purchasers herein shall have full and absolute rights in common with the other Co-Owners of the said Building in respect of proportionate share of common rights, common facilities and common amenities belonging to the said Building and belonging to the said premises, morefully described in the **FOURTH SCHEDULE** hereunder written together with the right of the common use and occupation of the ultimate roof of the Building at the said Municipal premises.

7. **THAT** the Purchasers herein shall have all right to take electric, telephone, gas, water pipe etc, connections at the said Apartment in the name of the Purchasers at the Purchasers' own costs through common portions and spaces of the said Building as well as the said Municipal premises.

8. **THAT** the Purchasers herein shall have all rights of erecting, scaffolding at the common spaces of the said Municipal premises for repairing, whitewashing, maintenance, painting, decorating, plastering, constructions in respect of the said Apartment & Car Parking Space.

9. **THAT** all expenses for maintenance, repairing in respect of the common parts of the said Building including all common areas and

common installations of the said Building shall be proportionately borne by the Purchasers with the other Co-Owners of the said Building, morefully described in the **SIXTH SCHEDULE** hereunder and the Purchasers herein will enjoy the right of easements of the said Building as well as the said Municipal premises, morefully described and written in the **SEVENTH SCHEDULE** hereunder.

10. **THAT** all expenses for running and operation of all common machineries, equipments and other installations, including all cost of maintenance, repairing shall be borne by the Purchasers proportionately with the other Co Owners of the said Building.

11. **THAT** one Association and/or Society will be formed between the Apartment Owners' of the said Building at the said Municipal premises having one member for each Apartment and the Purchasers herein within 3 (Three) months after having possession of their said Apartment & Car Parking Space, will join and form the said Owners' Association as the Owner(s)/Purchaser(s) may decide and upon the formation of the Owners' Association shall take the full charge of the Building and they should discharge the Vendor and the Developer herein from any further liability of whatsoever in respect of the said Building and the Vendor and the Developer herein shall have no responsibility in respect of the said Building after the said stipulated period of 3 (Three) months.

12. **THAT** it is expressly and clearly mentioned that the Purchasers herein have paid a sum of Rs...../- (Rupees) only towards the security deposit for the common electric meter in the said Building and a sum of Rs...../- (Rupees) only towards proportionate share of common electric charges and common

maintenance charges for 4 (Four) months from the date of execution of this Deed of Conveyance and also paid a sum of Rs...../- (Rupees) only towards proportionate share of K.M.C. 2 Quarter Tax and also paid a sum of Rs...../- (Rupees) only towards the service tax to the Developer herein.

13. **THAT** after formation of the said Association and/or Society, the said Body will be liable for the running maintenance, repairs, replacement, installations etc. as well as also glow-sign board of the Developer to be fixed in a particular portion of the roof of and shall be connected with the common meter of the premises of the said Building as well as said premises out of their own fund, which will be raised from the Apartment Owners' of the said Building by the Association and/or Society and the Purchasers including the other Apartment Owners will not demand for the same to the Developer herein after formation of the Association and/or Society.

PROVIDED ALWAYS AND IT IS HEREBY EXPRESSLY AGREED AND DECLARED BY AND BETWEEN THE PARTIES HERETO as follows :-

THAT the said Apartment & Car Parking Space have been constructed, completed and made tenantable and vacant possession thereof has been delivered by the Developer and the Purchasers duly received delivery of possession of the same with full satisfaction.

THE FIRST SCHEDULE ABOVE REFERRED TO
(DESCRIPTION OF THE RESPECTIVE PROPERTIES)

PART : "I"

ALL THAT piece and parcel of land measuring about 46 (FortySix) Decimals more or less, lying and situate at Mouza : Andharmanik, Pargana : Magura, J.L. No.153, R.S. No.287, Touzi No.63/64, under R.S. Khatian No.266, corresponding to L.R. Khatian No.5687, appertaining to R.S. & L.R. Dag No.1621, within the limits of the Andharmanik Gram Panchayet, under Police Station : Bishnupur, District : 24 Parganas (South), together with all right, title, interest and right of easement attached thereto being the part of these presents, which is butted and bounded as follows :-

ON THE NORTH : Land of Dag No.725 ;

ON THE SOUTH : Land of Dag No.1621(P) ;

ON THE EAST : Land of Dag Nos.1619 & 1620 ;

ON THE WEST : Land of Dag Nos.726 & 727.

PART : "II"

ALL THAT piece and parcel of land measuring about 57.6 Decimals more or less, lying and situate at Mouza : Andharmanik, Pargana : Magura, J.L. No.153, R.S. No.287, Touzi No.63/64, under R.S. Khatian No.280, corresponding to Khatian No.5687, appertaining to R.S. & L.R. Dag No.727, within the limits of the Andharmanik Gram Panchayet, under Police Station : Bishnupur, District : 24 Parganas (South), together with all right, title, interest and right of easement attached thereto being the part of these presents, which is butted and bounded as follows :-

ON THE NORTH : Land of Dag No.726 ;

ON THE SOUTH : Land of Dag No.727(P) ;

ON THE EAST : Land of Dag No.1621 ;

ON THE WEST : Land of Dag No.728.

PART : “III”

ALL THAT piece and parcel of land measuring about 18 (Eighteen) Decimals more or less, lying and situate at Mouza : Andharmanik, Pargana : Magura, J.L. No.153, R.S. No.287, Touzi No.63/64, under R.S. Khatian No.849, corresponding to L.R. Khatian No.5687, appertaining to R.S. & L.R. Dag No.729, within the limits of the Andharmanik Gram Panchayet, under Police Station : Bishnupur, District : 24 Parganas (South), together with all right, title, interest and right of easement attached thereto being the part of these presents, which is butted and bounded as follows :-

ON THE NORTH: Land of Dag No.729(P) ;

ON THE SOUTH: Land of Dag No.7296(P) ;

ON THE EAST : Land of Dag No.728 ;

ON THE WEST : Canal.

PART : “IV”

ALL THAT piece and parcel of land measuring about 21 (TwentyOne) Decimals more or less, lying and situate at Mouza : Andharmanik, Pargana : Magura, J.L. No.153, R.S. No.287, Touzi No.63/64, under R.S. Khatian No.316, corresponding to L.R. Khatian Nos.454, 426, 486, 830 & 962, appertaining to R.S. & L.R. Dag No.730, within the limits of the Andharmanik Gram Panchayet, under Police Station : Bishnupur, District : 24 Parganas (South), together with all right, title, interest and right of easement attached thereto being the part of these presents, which is butted and bounded as follows :-

ON THE NORTH : Land of Dag No.728 ;

ON THE SOUTH : Land of Dag No.730(P) ;

ON THE EAST : Land of Dag No.727 ;

ON THE WEST : Land of Dag No.729.

PART : “V”

ALL THAT piece and parcel of land measuring about 29.74 Decimals more or less, lying and situate at Mouza : Andharmanik, Pargana : Magura, J.L. No.153, R.S. No.287, Touzi No.63/64, under R.S. & L.R. Khatian No.407, appertaining to R.S. Dag No.730, within the limits of the Andharmanik Gram Panchayet, under Police Station : Bishnupur, District : 24 Parganas (South), together with all right, title, interest and right of easement attached thereto being the part of these presents, which is butted and bounded as follows :-

ON THE NORTH : Land of Dag No.728 ;

ON THE SOUTH : Land of Dag No.730(P) ;

ON THE EAST : Land of Dag No.727 ;

ON THE WEST : Land of Dag No.729.

PART : “VI”

ALL THAT piece and parcel of land measuring about 13 (Thirteen) Decimals more or less, lying and situate at Mouza : Andharmanik, Pargana : Magura, J.L. No.153, R.S. No.287, Touzi No.63/64, under R.S. & L.R. Khatian No.427, appertaining to R.S. & L.R. Dag Nos.720, 730, 578 & 580, within the limits of the Andharmanik Gram Panchayet, under Police Station : Bishnupur, District : 24 Parganas (South), together with all right, title, interest and right of easement attached thereto being the part of these presents, which is butted and bounded as follows :-

ON THE NORTH : Land of Dag No.728 ;

ON THE SOUTH : Land of Dag No.730(P) ;

ON THE EAST : Land of Dag No.727 ;

ON THE WEST : Land of Dag No.729.

PART : “VII”

ALL THAT piece and parcel of land measuring about 9.17 Decimals more or less, lying and situate at Mouza : Andharmanik, Pargana : Magura, J.L. No.153, R.S. No.287, Touzi No.63/64, under L.R. Khatian No.817, appertaining to R.S. & L.R. Dag No.730, within the limits of the Andharmanik Gram Panchayet, under Police Station : Bishnupur, District : 24 Parganas (South), together with all right, title, interest and right of easement attached thereto being the part of these presents, which is butted and bounded as follows :-

ON THE NORTH : Land of Dag No.728 ;

ON THE SOUTH : Land of Dag No.730(P) ;

ON THE EAST : Land of Dag No.727 ;

ON THE WEST : Land of Dag No.729.

PART : “VIII”

ALL THAT piece and parcel of land measuring about 34 (ThirtyFour) Decimals more or less, lying and situate at Mouza : Andharmanik, Pargana : Magura, J.L. No.153, R.S. No.287, Touzi No.63/64, under L.R. Khatian No.5687, appertaining to R.S. & L.R. Dag Nos.723 & 724, within the limits of the Andharmanik Gram Panchayet, under Police Station : Bishnupur, District : 24 Parganas (South), together with all right, title, interest and right of easement attached thereto being the part of these presents, which is butted and bounded as follows :-

ON THE NORTH : Land of Dag No.723(P) ;

ON THE SOUTH : Land of Dag No.729 ;

ON THE EAST : Land of Dag No.726 ;

ON THE WEST : Canal.

PART : “IX”

ALL THAT piece and parcel of land measuring about 81 (EightyOne) Decimals more or less, lying and situate at Mouza : Andharmanik, Pargana : Magura, J.L. No.153, R.S. No.287, Touzi No.63/64, under L.R. Khatian No.5687, appertaining to R.S. & L.R. Dag No.726, within the limits of the Andharmanik Gram Panchayet, under Police Station : Bishnupur, District : 24 Parganas (South), together with all right, title, interest and right of easement attached thereto being the part of these presents, which is butted and bounded as follows :-

ON THE NORTH : Land of Dag No.725 ;

ON THE SOUTH : Land of Dag No.727 ;

ON THE EAST : Land of Dag No.1621 ;

ON THE WEST : Land of Dag No.728.

PART : “X”

ALL THAT piece and parcel of land measuring about 160 (One Hundred Sixty) Decimals more or less together with pucca structure measuring about 2000 (Two Thousand) Square Feet more or less, lying and situate at Mouza : Andharmanik, Pargana : Magura, J.L. No.153, R.S. No.287, Touzi No.63/64, under L.R. Khatian No.5100, appertaining to R.S. & L.R. Dag Nos.1615, 1616, 1617, 1618, 1619, 1620 & 1621, within the limits of the Andharmanik Gram Panchayet, under Police Station : Bishnupur, District : 24 Parganas (South), together with all right, title, interest and right of easement attached thereto being the part of these presents, which is butted and bounded as follows :-

ON THE NORTH : Land of Dag Nos.1616(P) & 1609(P) ;

ON THE SOUTH : Land of Barindra Nath Ganguly ;

ON THE EAST : Nepalgunge-Julpia Road ;

ON THE WEST : Land of Dag Nos.725 & 1621(P).

PART : “XI”

ALL THAT piece and parcel of land measuring about 58 (Fifty Eight) Decimals more or less, lying and situate at Mouza : Andharmanik, Pargana : Magura, J.L. No.153, R.S. No.287, Touzi No.63/64, under R.S. Khatian No.280, corresponding to L.R. Khatian No.5609, appertaining to R.S. & L.R. Dag No.727, within the limits of the Andharmanik Gram Panchayet, under Police Station : Bishnupur, District : 24 Parganas (South), together with all right, title, interest and right of easement attached thereto being the part of these presents, which is butted and bounded as follows :-

ON THE NORTH : Land of Dag No.727 ;

ON THE SOUTH : Land of Dag No.727(P) ;

ON THE EAST : Land of Dag No.1621 ;

ON THE WEST : Land of Dag No.730.

PART : “XII”

ALL THAT piece and parcel of land measuring about 29 (Twenty Nine) Decimals more or less, lying and situate at Mouza : Andharmanik, Pargana : Magura, J.L. No.153, R.S. No.287, Touzi No.63/64, under R.S. Khatian No.280, corresponding to L.R. Khatian No.5605, appertaining to R.S. & L.R. Dag No.727, within the limits of the Andharmanik Gram Panchayet, under Police Station : Bishnupur, District : 24 Parganas (South), together with all right, title, interest and right of easement attached thereto being the part of these presents, which is butted and bounded as follows :-

ON THE NORTH : Land of Dag No.727(P) ;

ON THE SOUTH : Land of Dag No.731 ;

ON THE EAST : Land of Dag No.1621 ;

ON THE WEST : Land of Dag No.730.

PART : “XIII”

ALL THAT piece and parcel of land measuring about 21 Decimals more or less, lying and situate at Mouza : Andharmanik, Pargana : Magura, J.L. No.153, R.S. No.287, Touzi No.63/64, under R.S. Khatian No.266, corresponding to L.R. Khatian No.5605, appertaining to R.S. & L.R. Dag No.731, within the limits of the Andharmanik Gram Panchayet, under Police Station : Bishnupur, District : 24 Parganas (South), together with all right, title, interest and right of easement attached thereto being the part of these presents, which is butted and bounded as follows :-

ON THE NORTH : Land of Dag No.727 ;

ON THE SOUTH : Land of Dag No.731/743 ;

ON THE EAST : Land of Dag No.1621 ;

ON THE WEST : Land of Dag No.730.

PART : “XIV”

ALL THAT piece and parcel of land measuring about 33 (ThirtyThree) Decimals more or less, lying and situate at Mouza : Andharmanik, Pargana : Magura, J.L. No.153, R.S. No.279, Touzi No.63/64, under R.S. Khatian No.266, corresponding to L.R. Khatian No.5609, appertaining to R.S. & L.R. Dag No.1621, within the limits of the Andharmanik Gram Panchayet, under Police Station : Bishnupur, District : 24 Parganas (South), together with all right, title, interest and right of easement attached thereto being the part of these presents, which is butted and bounded as follows :-

ON THE NORTH : Land of Dag No.1621 ;

ON THE SOUTH : Land of Dag No.1621(P) ;

ON THE EAST : Land of Barindra Nath Ganguly ;

ON THE WEST : Land of Dag No.727.

PART : “XV”

ALL THAT piece and parcel of land measuring about 11 (Eleven) Decimals more or less, lying and situate at Mouza : Andharmanik, Pargana : Magura, J.L. No.153, R.S. No.287, Touzi No.63/64, under R.S. Khatian No.849, corresponding to L.R. Khatian No.4352, appertaining to R.S. & L.R. Dag No.729, within the limits of the Andharmanik Gram Panchayet, under Police Station : Bishnupur, District : 24 Parganas (South), together with all right, title, interest and right of easement attached thereto being the part of these presents, which is butted and bounded as follows :-

ON THE NORTH : Land of Dag No.729(P) ;

ON THE SOUTH : Land of Dag No.729(P) ;

ON THE EAST : Land of Dag No.730 ;

ON THE WEST : Canal.

PART : “XVI”

ALL THAT piece and parcel of land measuring about 46 (FortySix) Decimals more or less, lying and situate at Mouza : Andharmanik, Pargana : Magura, J.L. No.153, R.S. No.287, Touzi No.63/64, under R.S. Khatian No.318, corresponding to L.R. Khatian No.4352, appertaining to R.S. & L.R. Dag No.728, within the limits of the Andharmanik Gram Panchayet, under Police Station : Bishnupur, District : 24 Parganas (South), together with all right, title, interest and right of easement attached thereto being the part of these presents, which is butted and bounded as follows :-

ON THE NORTH : Land of Dag No.723 ;

ON THE SOUTH : Land of Dag No.728(P) ;

ON THE EAST : Land of Dag Nos.726(P) & 727(P) ;

ON THE WEST : Land of Dag No.729.

PART : "XVII"

ALL THAT piece and parcel of land measuring about 47 (FortySeven) Decimals more or less, lying and situate at Mouza : Andharmanik, Pargana : Magura, J.L. No.153, R.S. No.287, Touzi No.63/64, under R.S. Khatian No.849, corresponding to L.R. Khatian No.5729, appertaining to R.S. & L.R. Dag No.729, within the limits of the Andharmanik Gram Panchayet, under Police Station : Bishnupur, District : 24 Parganas (South), together with all right, title, interest and right of easement attached thereto being the part of these presents, which is butted and bounded as follows :-

ON THE NORTH : Canal ;

ON THE SOUTH : Land of Dag No.3001 ;

ON THE EAST : Land of Dag No.729(P) ;

ON THE WEST : Land of Dag No.710.

PART : "XVIII"

ALL THAT piece and parcel of land measuring about 11 (Eleven) Decimals more or less, lying and situate at Mouza : Andharmanik, Pargana : Magura, J.L. No.153, R.S. No.287, Touzi No.63/64, under R.S. Khatian No.849, corresponding to L.R. Khatian No.5729, appertaining to R.S. & L.R. Dag No.729, within the limits of the Andharmanik Gram Panchayet, under Police Station : Bishnupur, District : 24 Parganas (South), together with all right, title, interest and right of easement attached thereto being the part of these presents, which is butted and bounded as follows :-

ON THE NORTH : Canal ;

ON THE SOUTH : Land of Dag No.3002 ;

ON THE EAST : Canal ;

ON THE WEST : Land of Dag No.729.

PART : “XIX”

ALL THAT piece and parcel of land measuring about 8 (Eight) Decimals more or less, lying and situate at Mouza : Andharmanik, Pargana : Magura, J.L. No.153, R.S. No.287, Touzi No.63/64, under R.S. Khatian No.318, corresponding to L.R. Khatian No.5729, appertaining to R.S. & L.R. Dag No.728, within the limits of the Andharmanik Gram Panchayet, under Police Station : Bishnupur, District : 24 Parganas (South), together with all right, title, interest and right of easement attached thereto being the part of these presents, which is butted and bounded as follows :-

ON THE NORTH : Land of Dag No.728 ;

ON THE SOUTH : Land of Dag No.730 ;

ON THE EAST : Land of Dag No.727 ;

ON THE WEST : Land of Dag No.729.

PART : “XX”

(out of the land of PART : “I” to PART : “XIX”)

ALL THAT piece and parcel of land measuring an area of 21.22 (Twenty-One Point Twenty-Two) Bighas equivalent to 700.37 Decimals be the same a little more or less together with pucca structure having an area of 2000 (Two Thousand) Square Feet more or less standing thereon, lying and situate at Mouza : Andharmanik, Pargana : Magura, J.L. No.153, R.S. No.287, Touzi No.63/64, under L.R. Khatian Nos.5687, 4352, 5100, 5609, 5605 & 5729, appertaining to L.R. Dag Nos.1615, 1616, 1617, 1618, 1619, 1620, 1621, 723, 726, 727, 728, 729, 730 & 731, within the limits of the Andharmanik Gram Panchayet, under Police Station : Bishnupur, District : 24 Parganas (South), the details of L.R. Khatian Nos., L.R. Dag Nos. and the land area is shown in the manner as follows :-

L.R. NOS.	KHATIAN	L.R. NOS.	DAG	LAND AREA IN DECIMALS
5100		1615		021.95
5100		1616		022.00
5100		1617		017.00
5100		1618		027.00
5100		1619		026.00
5100		1620		045.00
5687		1621		047.00
5609		1621		033.00
5687		723		030.00
5687		726		081.00
5687		727		057.60
5609		727		057.60
5605		727		028.80
4352		728		046.00
5729		728		008.00
5687		729		018.25
5729		729		058.00
4352		729		011.00
5687		730		044.177
5605		731		021.00
TOTAL AREA OF LAND				700.37

together with all right, title, interest and right of easement attached thereto being the part of these presents, which is butted and bounded as follows :-

ON THE NORTH : Land of Dag Nos.723 & 725 ;

ON THE SOUTH : Land of Dag No.3014 ;

ON THE EAST : Kabardanga – Julpia Road ;

ON THE WEST : Land of other Dag Numbers.

THE SECOND SCHEDULE ABOVE REFERRED TO
(DESCRIPTION OF THE RESPECTIVE PROPERTIES)

PART : “I”

ALL THAT piece and parcel of demarcated land measuring an area of 11 (Eleven) Decimals out of 22 (Twenty-Two) Decimals be the same a little more or less, lying and situate at Mouza : Andharmanik, Pargana : Magura, J.L. No.153, R.S. No.287, Touzi No.63/64, under R.S. Khatian No.879, corresponding to L.R. Khatian No.4352, appertaining to R.S. & L.R. Dag No.1616, within the limits of the Andharmanik Gram Panchayet, under Police Station : Bishnupur, District : 24 Parganas (South), together with all right, title, interest and right of easement attached thereto being the part of these presents, which is butted and bounded as follows :-

ON THE NORTH : Dag No.1616 (Part) ;

ON THE SOUTH : Dag No.1615 ;

ON THE EAST : Kabardanga-Julpia Road ;

ON THE WEST : Dag No.1617.

PART : “II”

ALL THAT piece and parcel of land measuring an area of 21.883 Decimals be the same a little more or less, lying and situate at Mouza : Andharmanik, Pargana : Magura, J.L. No.153, R.S. No.287, Touzi No.63/64, under R.S. Khatian No.849, corresponding to L.R. Khatian No.4352, appertaining to R.S. & L.R. Dag No.729, within the limits of the Andharmanik Gram Panchayet, under Police Station : Bishnupur, District : 24 Parganas (South), together with all right, title, interest and right of easement attached thereto being the part of these presents, which is butted and bounded as follows :-

ON THE NORTH : Dag No.729 (Part) ;

ON THE SOUTH : Dag No.729 (Part) ;

ON THE EAST : Dag Nos.728 & 730 ;

ON THE WEST : Canal.

PART : “III”

ALL THAT piece and parcel of land measuring an area of 53.666 be the same a little Decimals more or less, lying and situate at Mouza : Andharmanik, Pargana : Magura, J.L. No.153, R.S. No.287, Touzi No.63/64, under R.S. Khatian No.849, corresponding to L.R. Khatian No.4352, appertaining to R.S. & L.R. Dag No.729, within the limits of the Andharmanik Gram Panchayet, under Police Station : Bishnupur, District : 24 Parganas (South), together with all right, title, interest and right of easement attached thereto being the part of these presents, which is butted and bounded as follows :-

ON THE NORTH : Dag No.729 (Part) ;

ON THE SOUTH : Canal ;

ON THE EAST : Dag Nos.728 & 730 ;

ON THE WEST : Canal.

PART : “IV”

ALL THAT piece and parcel of land measuring an area of 26.834 Decimals be the same a little more or less, lying and situate at Mouza : Andharmanik, Pargana : Magura, J.L. No.153, R.S. No.287, Touzi No.63/64, under R.S. Khatian No.849, corresponding to L.R. Khatian No.4352, appertaining to R.S. & L.R. Dag No.729, within the limits of the Andharmanik Gram Panchayet, under Police Station : Bishnupur, District : 24 Parganas (South), together with all right,

title, interest and right of easement attached thereto being the part of these presents, which is butted and bounded as follows :-

ON THE NORTH : Dag No.729 (Part) ;

ON THE SOUTH : Dag No.729 (Part) ;

ON THE EAST : Dag Nos.728 & 730 ;

ON THE WEST: Canal.

PART : “V”

ALL THAT piece and parcel of land measuring an area of 8 (Eight) Decimals be the same a little more or less, lying and situate at Mouza : Andharmanik, Pargana : Magura, J.L. No.153, R.S. No.287, Touzi No.63/64, under R.S. Khatian No.316, corresponding to L.R. Khatian No.5687, appertaining to R.S. & L.R. Dag No.730, within the limits of the Andharmanik Gram Panchayet, under Police Station : Bishnupur, District : 24 Parganas (South), together with all right, title, interest and right of easement attached thereto being the part of these presents, which is butted and bounded as follows :-

ON THE NORTH : Dag No.730 (Part) ;

ON THE SOUTH : Dag No.730 (Part) ;

ON THE EAST : Dag No.727 ;

ON THE WEST : Dag No.729.

PART : “VI”

ALL THAT piece and parcel of land measuring an area of 1.2276 Decimals be the same a little more or less, lying and situate at Mouza : Andharmanik, Pargana : Magura, J.L. No.153, R.S. No.287, Touzi No.63/64, under R.S. Khatian No.316, corresponding to L.R. Khatian No.5687, appertaining to R.S. & L.R. Dag No.730, within the limits of the Andharmanik Gram Panchayet, under Police Station : Bishnupur, District : 24 Parganas (South), together with all right,

title, interest and right of easement attached thereto being the part of these presents, which is butted and bounded as follows :-

ON THE NORTH : Dag No.730 (Part) ;

ON THE SOUTH : Dag No.730 (Part) ;

ON THE EAST : Dag Nos.727 & 731 ;

ON THE WEST : Dag No.729.

PART : “VII”

ALL THAT piece and parcel of land measuring an area of 33 (Thirty-Three) Decimals be the same a little more or less, lying and situate at Mouza : Andharmanik, Pargana : Magura, J.L. No.153, R.S. No.287, Touzi No.63/64, under R.S. Khatian No.236, corresponding to L.R. Khatian No.5687, appertaining to R.S. & L.R. Dag No.1621, within the limits of the Andharmanik Gram Panchayet, under Police Station : Bishnupur, District : 24 Parganas (South), together with all right, title, interest and right of easement attached thereto being the part of these presents, which is butted and bounded as follows :-

ON THE NORTH : Dag No.1621 (Part) ;

ON THE SOUTH : Dag No.1621 (Part) ;

ON THE EAST : Dag No.1620 ;

ON THE WEST : Dag Nos.726 & 727.

PART : “VIII”

ALL THAT piece and parcel of land measuring an area of 43.6892 Decimals be the same a little more or less, lying and situate at Mouza : Andharmanik, Pargana : Magura, J.L. No.153, R.S. No.287, Touzi No.63/64, under R.S. Khatian No.849, corresponding to L.R. Khatian No.5687, appertaining to R.S. & L.R. Dag No.729, within the limits of the Andharmanik Gram Panchayet, under Police Station : Bishnupur, District : 24 Parganas (South), together with all right,

title, interest and right of easement attached thereto being the part of these presents, which is butted and bounded as follows :-

ON THE NORTH : Dag No.729 (Part) ;

ON THE SOUTH : Dag No.729 (Part) ;

ON THE EAST : Dag Nos.728 & 730 ;

ON THE WEST : Canal.

PART : "IX"

ALL THAT piece and parcel of land measuring an area of 7.534 Decimals be the same a little more or less, lying and situate at Mouza : Andharmanik, Pargana : Magura, J.L. No.153, R.S. No.287, Touzi No.63/64, under R.S. Khatian No.849, corresponding to L.R. Khatian No.5100, appertaining to R.S. & L.R. Dag No.729, within the limits of the Andharmanik Gram Panchayet, under Police Station : Bishnupur, District : 24 Parganas (South), together with all right, title, interest and right of easement attached thereto being the part of these presents, which is butted and bounded as follows :-

ON THE NORTH : Dag No.723 ;

ON THE SOUTH : Dag No.729 (Part) ;

ON THE EAST : Dag Nos.728 & 730 ;

ON THE WEST : Canal.

PART : "X"

(out of the land of PART : "I" to PART : "IX")

ALL THAT piece and parcel of land measuring an area of 6.26 Bighas equivalent to 206.8338 Decimals be the same a little more or less, lying and situate at Mouza : Andharmanik, Pargana : Magura, J.L. No.153, R.S. No.287, Touzi No.63/64, under L.R. Khatian Nos.4352, 5687 & 5100, appertaining to L.R. Dag Nos.729, 730, 1616 & 1621, within the limits of the Andharmanik Gram

Panchayet, under Police Station : Bishnupur, District : 24 Parganas (South), the details of L.R. Khatian Nos., L.R. Dag Nos. and the land area is shown in the manner as follows :-

L.R. KHATIAN NOS.	L.R. DAG NOS.	LAND AREA IN DECIMALS
4352	1616	011.0000
	729	021.8830
	729	053.6660
	729	026.8340
5687	730	008.0000
	730	001.2276
		033.0000
	1621	
	729	043.6892
5100		
	729	007.5340
	TOTAL AREA OF LAND	206.8338

together with all right, title, interest and right of easement attached thereto being the part of these presents, which is butted and bounded as follows :-

ON THE NORTH : Dag Nos.1616 (Part), 725 & 723 ;

ON THE SOUTH : Dag Nos.729 (Part), 3002 & Canal ;

ON THE EAST : Kabardanga-Julpia Road, Dag No.1620 ;

ON THE WEST : Canal.

THE THIRD SCHEDULE ABOVE REFERRED TO

(Projected Land)

(after merging of PART : “XX” of SCHEDULE : “A” and PART : “X” of SCHEDULE : “B”)

ALL THAT piece and parcel of land measuring an area of 27.48 (Twenty-Seven Point Forty-Eight) Bighas equivalent to 901.2038 Decimals be the same a little more or less together with pucca structure having an area of 2000 (Two Thousand) Square Feet more or less standing thereon, lying and situate at Mouza : Andharmanik, Pargana : Magura, J.L. No.153, R.S. No.287, Touzi No.63/64, under L.R. Khatian Nos.5687, 4352, 5100, 5609, 5605 & 5729, appertaining to L.R. Dag Nos.1615, 1616, 1617, 1618, 1619, 1620, 1621, 723, 726, 727, 728, 729, 730 & 731, within the limits of the Andharmanik Gram Panchayet, under Police Station : Bishnupur, District : 24 Parganas (South), the details of L.R. Khatian Nos., L.R. Dag Nos. and the land area is shown in the manner as follows :- together with all right, title, interest and right of easement attached thereto being the part of these presents, which is butted and bounded as follows :-

L.R. KHATIAN NOS.	L.R. DAG NOS.	LAND AREA IN DECIMALS
5100	1615	021.9500
5100	1616	022.0000
5100	1617	017.0000
5100	1618	027.0000
5100	1619	026.0000
5100	1620	045.0000
5687	1621	047.0000
5609	1621	033.0000
5687	723	030.0000
5687	726	081.0000
5687	727	057.6000
5609	727	057.6000
5605	727	028.8000
4352	728	046.0000

5729	728	008.0000
5687	729	018.2500
5729	729	058.0000

4352	729	011.0000
5687	730	044.1700
5605	731	021.0000
4352	1616	011.0000
	729	021.8830
	729	053.6660
	729	026.8340
5687	730	008.0000
	730	001.2276
	1621	033.0000
	729	043.6892
5100	729	007.5340
TOTAL AREA OF LAND :		901.2038

ON THE NORTH :

ON THE SOUTH :

ON THE EAST :

ON THE WEST :

OR HOWSOEVER OTHERWISE the same may be butted bounded called known numbered described or distinguished.

THE FOURTH SCHEDULE ABOVE REFERRED TO

(DESCRIPTION OF THE SAID APARTMENT & CAR PARKING SPACE)

ALL THAT a self contained Apartment being Apartment No..... having super built up area of Square Feet more or less consisting of 2 (Two) bed rooms, 1 (One) drawing-cum-dining, 1 (One) kitchen, 1 (One) toilet, 1 (One) W.C. and 1 (One) verandah on the side of the Floor and one Car Parking Space having an area of Square Feet more or less in the Ground Floor of the new Building without having any demarcation, constructed as Multistoried and/or built on the piece or parcel of land as described in the **THIRD SCHEDULE** hereinabove, **TOGETHER WITH** undivided proportionate share or interest in land attributable to the said Apartment & Car Parking Space and all other rights of user of the common parts/portions in the said New Building as mentioned in the **FIFTH SCHEDULE** hereunder written and the said Apartment & Car Parking Space are delineated on the **MAP** or **PLAN** annexed and bordered with RED colour attached herewith.

THE FIFTH SCHEDULE ABOVE REFERRED TO

(Common Areas, Amenities & Facilities)

1. The following shall be the common areas, parts and equipment subject however to the reservations and exceptions contained in Clause : 2 of this **SCHEDULE**.

1.1 **LAND**: The entirety of the land comprised under the Buildings and wherever applicable in the said premises, however, subject

to exclusive car parking or other users right granted by the Association.

- 1.2 **TERRACE/ROOF** : Entire terrace/roof including Common Areas therein, excepting the roof above stair overhead and lift machine room of the said Building, which can be used by the Association for installing hoarding, neon sign or for any other advertising purpose.
- 1.3 **PASSAGES AND LOBBIES** : All common passages and lobbies provided in the Building and the Land, including the staircase.
- 1.4 **LIFTS** : All lifts, its installations and spaces in which the same are installed.
- 1.5 **ELECTRICALS** : The entire electrical installations, cables and equipment for providing electricity to the said premises and/or the Building in which the same are installed including generator for Common Area and/or supply to the Unit.
- 1.6 **WATER** : The space, equipment, motors, pumps, reservoirs and pipes including Water Treatment Plant for supply of water to the Units in the Building.
- 1.7 **DRAINAGE** : All drains, sewers, pipes and ducts, provided for drainage and sewerage facility.
- 1.8 **WALLS** : All outer walls of the Building, the boundary wall, main gates provided to the common entrances and outer portions of the walls of the Units on the common passages.
- 1.9 **TELEPHONE/EPABX/CCTV** : The entire wiring and all the equipment and the spaces in which the same are installed. 1.10 All rooms and/or spaces and/or area provided for amenities and facilities for common use as per the actual physical possession as follows :-
 - i. Electrical meters including common meters.

- ii. Association Office Caretaker/Staff.
 - iii. Security/Darwan.
 - iv. Community Hall.
 - v. Club House.
 - vi. Indoor games & gymnasium including all equipment, fittings and fixture therein.
 - vii. Children's Play Area.
 - viii. Letter Box/Notice Board.
 - ix. CESC Transformer.
 - x. Plantation and/or greenery.
 - xi. Garbage Bins.
 - xii. Generator.
 - xiii. Fire Pump.
2. Notwithstanding anything contained elsewhere herein, until completion of sale and transfer of all, the Units and handing over of the maintenance and management of the Common Areas of the said premises to the Maintenance Company/Association/Society as mentioned in **FOURTH SCHEDULE**, the contents of **CLAUSE : 1** above, are subject to the reservations and/or rights of the Association.
3. It is clarified that notwithstanding anything contained elsewhere herein, all pipes cables and drains, exclusive to or in any of the Units, shall not be deemed to be comprised in the Common Areas.

THE SIXTH SCHEDULE ABOVE REFERRED TO

(EASEMENT & RESTRICTIONS)

All Apartment Owners/occupants of the said Building including the Association shall be bound by the following easement and/or conditions :-

1. The right of ingress to and egress from their respective Apartments over the common area.
2. The right of passage of wires, cables and other equipment and of utilities including connections for Water, Electricity, Telephone, Cable TV, Internet and all other utilities to and through the route and ducts provided for the same.
3. The right of support, shelter and protection of each portion of the Buildings by the other portions thereof.
4. Such rights, supports, easements and appurtenances as are usually held occupied or enjoyed as part and parcel of the Apartment or necessary for the exclusive use and enjoyment thereof by the Co-Owners in common with each other, subject however to the conditions more fully described in all five parts of **FIFTH SCHEDULE.**
5. The right of the Association with or without workmen and necessary materials to enter into all parts of the Building/Premises, including all the Apartments therein for repairs at day time upon giving 48 (Forty-Eight) hours prior notice to the person affected thereby provided however, that no prior notice or timing shall be required in emergent circumstances.

6. None of the Apartments shall be partitioned by metes and bounds by dividing an Apartment, for the purpose of sale of such part/s of the said Apartment.
7. The Purchaser/Occupiers of the said Apartment shall not install any box grill for the windows nor shall change the design of the balcony railings and shall strictly follow the existing designs and colour of the same, which have been approved by the Architect.

THE SEVENTH SCHEDULE ABOVE REFERRED TO
(PURCHASER'S COVENANT)

PART : "I"

(SPECIFIC COVENANTS)

1. **THE PURCHASER** shall not :-
 - 1.1 Make any civil and structural internal addition, alteration and/or modification in or about the Apartment/Unit.
 - 1.2 Claim any right of pre-emption or otherwise regarding in respect of any Apartments, car parking space and/or any portion of the Building and/or the said premises.
 - 1.3 Make any claim of any nature whatsoever, with regard to any other areas, open or covered of the said premises and/or Building, save & except the said Apartment/Unit and in the area of common enjoyment as mentioned hereinbefore in **THIRD SCHEDULE**.
 - 1.4 Make any claim due to any changes in the overall plans, construction and specifications of the Building.
 - 1.5 Injure harm or damage the common area or any other apartment by making any additions, alternations or withdrawing any support or otherwise.
 - 1.6 Throw or accumulate or cause to be thrown or accumulated any dust, rubbish or other refuse in the common area, save at the

places earmarked therefor by the Association/Body to be formed by the Apartment Owners.

- 1.7 Place or cause to be placed any article or object in the common area.
- 1.8 Do or permit anything to be done which is likely to cause nuisance or annoyance to the occupants of the other Apartments in the said Building and/or the adjoining Buildings.
- 1.9 Use or allow the Apartment or any part thereof to be used for any club, meeting, conference hall, nursing home, hospital, boarding house, catering place, restaurant or other public purpose.
- 1.10 Use the parking space, if allotted, for any other purpose, than for parking of road worthy cars and/or shall not make any kind of addition/alternation for the same.
- 1.11 Park car or any vehicle on the pathway or open spaces of the said Building/Premises, or at any other space, save & except in the demarcated allotted space, in writing for the same and shall further not allow any of their guests/ visitors to park their vehicles within the said Building/ premises.
- 1.12 Put up or affix any signboard, nameplate or other things or other similar articles in the Common Area or outside walls of the Building save at the places provided therefor, however, this shall not prevent the Purchaser from displaying a small and decent nameplate outside the main door of the Apartment.
- 1.13 Keep, store, carry on or cause to be carried on any offensive, combustible, obnoxious, hazardous or dangerous article in the said Apartment or any common area which may be injurious, nuisance or obnoxious to all other Owners/Occupiers.

- 1.14 Affix or draw any wire, cable, pipe from, to or through any Common Area or outside walls of the Building or other parts of the said premises.
 - 1.15 Install any air-conditioner, except in the designated places provided for installation of air-conditioners. 1.16 Affix or change the design or the place of the grills, railings, the windows or the main door of the Apartment.
 - 1.17 Alter any portion, elevation or the color scheme of the Building, the said premises and/or the Common Area.
 - 1.18 Question the quantum of any amount levied upon the Purchaser on any account herein contained by the Maintenance Company/Association/Body mentioned in **PART : "II"** of this **SCHEDULE**.
 - 1.19 Object if the Maintenance Company/Association/Body provides additional open/covered car parking facilities other than those sanctioned, so long as the same does not in any way disturb or impede the movement and/or ingress and egress of the vehicles and user right of the Purchaser.
 - 1.20 Object if the Maintenance Company/Association/Body has constructed or created additional rooms or spaces other than those under the sanctioned plan.
 - 1.21 Restrict any of the other Owners/Occupiers of the said Building or Premises for the full and unrestricted enjoyment of the Easements described in **FOURTH SCHEDULE**.
 - 1.22 Object in respect of the glow-sign board of the Developer to be fixed in a particular portion of the roof to be connected with the common meter of the premises.
2. **THE PURCHASER** shall :-

- 2.1 Pay the proportionate cost for Common Expenses as mentioned in **PART : "IV"** of this **SCHEDULE** and shall also pay for their respective proportionate share of maintenance charges, levies, taxes and all other outgoings related to the said Apartment/Unit, the Building and the said premises within 7 (seven) days of being called upon to do so.
- 2.2 Observe, perform and comply with the all the conditions mentioned in other parts of this **SCHEDULE**.
- 2.3 Keep the said Apartment and every part thereof, all the fixtures and fitting therein properly painted, good repairs, neat and clean conditions and in a decent manner.
- 2.4 Use the said Apartment, common areas carefully, peacefully, quietly and shall use the common areas/ passages etc for ingress, egress and for the purpose of which it is meant.
- 2.5 Sign such forms, give such authorities and render such co-operation as may be required by the Association/Body, to be formed by the Apartment Owners of the Building, for common purposes and/or in the common interest and/or to pursuance thereof.
- 2.6 Pay fully, in case it is related to the said Apartment/Unit for any alteration and addition, as be required inside the said Apartment/Unit and shall pay proportionately in case it is related to Building and/or 'Said Premises' or any part thereof, which may be imposed/levied by any statutory body and/or otherwise and shall similarly pay all betterment fees, levies and charges required to be paid in respect of the said Apartment/Unit and/or user thereof, including the change of user, if any, as may arise, accrue or be demanded at any time.
- 2.7 Pay, wholly in respect of the said Apartment/Unit and proportionately in respect of the Buildings, all costs, charges and expenses as may arise due to provided that the purchaser shall

have right to claim any reason whatsoever, reimbursement, if the same be occasioned due to default by any other person.

- 2.8 Diligently, observe and adheres all the Rules, Regulations and Bye-Laws as presently framed by the Transferors or those that may be framed from time to time by the Association/Body to be formed by the Apartment Owners of the said Building.

PART : "II"

(MAINTENANCE OF THE BUILDING)

1. The Maintenance Company/Association/Body has constructed a Building called **"SUN AVALON"**.
2. Upon formation of the Association or Body for the occupants/Owners of the said building, all rights and obligations with regard to the Maintenance & Common Expenses shall be transferred to such Association/Body.
3. The Purchaser shall compulsory become a member of the Association/Body to be formed by the Apartment Owners of the said Building at the behest of the Transferors for the maintenance and management of the Common Area more fully described in **THIRD SCHEDULE**.
4. The Transferors shall assist the Purchaser in all respects in formation of the Association/Body.
5. The Purchaser shall co-operate the Owner/Vendor in all respects for formation of the Association/Body and for that the Purchaser shall authorize the Maintenance Company/Association/Body by giving a Power of Attorney in favour of its authorized representative. 6. The Purchaser shall accept the rules and regulations of the Association/Body to be formed by the

Apartment Owners and diligently observe, perform and comply with the same and also co-operate with the said Association/Body in all its activities.

7. The Purchaser shall pay all the charges and fees to the Association/Body as are levied upon the purchaser by the Association/Body within the dates due therefor.
8. No Purchaser/Owner shall have the right to form a parallel, independent Association/Body in respect of the 'Said Premises' and/or in respect of any Apartment therein other than the Association/Body to be formed by the majority of Apartment Owners of the said Building.

PART : “III”

(MANAGEMENT & MAINTENANCE)

1. The effective date for maintenance charges shall be considered as per date of Completion Certificate obtained from the Andharmanik Gram Panchayet Bishnupur –I, 24 Parganas (S), irrespective of the date of possession of the said Apartment/Unit, received by the Purchaser. The Association/Body to be formed by the Apartment Owners shall manage/maintain the premises, the said Building and the Common Areas.
2. The Transferors shall be treated as Co-Owners in all matters related to the Association/Body to be formed by the Apartment Owners in the respect of the Apartments, which have not been transferred by them.
3. The management and maintenance service shall be outsourced to professional management facility company, till an Association/Body is formed and upon formation, all its decision shall be by majority of votes.

4. All deposits, payments for common purposes, taxes and all other outgoings shall be made to and kept with the Association/Body to be formed by the Apartment Owners.
5. The Association/Body shall, upon its formation, be entitled to maintain the Common Areas.
6. The deposit with the Owner/Vendor, if any, towards rate taxes and all other outgoing shall be transferred to the Association/Body to be formed by the Apartment Owners and such deposits shall be utilized by the Association/ Body to be formed by the Apartment Owners only for the purpose for which the same have been made and the costs, charges and expenses in connection therewith.
7. The Association Body to be formed by the Apartment Owners shall pay all rates, taxes and outgoings, including for insurance (outgoings) for the Building and the said premises.
8. If the said Association/Body has to make any payments, including outgoings, out of the deposit with the said Association/Body due to any default of the Purchaser, then the Purchaser shall pay such amount within 7 (seven) days of payment by the Association/Body to be formed by the Apartment Owners.
9. The Purchaser shall make all deposits or payments, call upon to pay by the said Association Body from the Purchaser, within 7 (Seven) days of the due date or of receiving demand in writing for the same.

PART : "IV"

(COMMON EXPENSES)

1. **MAINTENANCE** : All expenses for maintaining, operating, white washing, painting, repairing, renovating, rebuilding, reconstructing, decorating and redecorating, replacing and lighting the areas in the Common Area.

2. **STAFF** : The salaries and all other expenses of the persons employed by the Association/Body, including their perquisites, bonus and other emoluments and benefits.
3. **OPERATIONAL** : All equipment and installation comprised in the Common Parts, including the cost expenses for running and operating all machinery, of repairing, renovating, annual maintenance contract and/or replacing the same, electricity charges for all the Common Parts and for the Common Purposes.
4. **INSURANCE** : Costs of insuring the Building and the Common Area.
5. **ASSOCIATION/BODY** : Establishment and all other expenses of the Association/Body including its formation, establishment, working capital, administrative and miscellaneous expenses.
6. **RATES, TAXES AND OTHER OUTGOINGS** : All municipal and other rates, taxes and outgoings relating to the Premises which cannot be allocated to any particular Co-Owners of any Apartments of the Building.
7. **RESERVES** : Creation of a contingency fund for replacement, renovation, other periodic expenses and generally for all the Common Expenses.
8. **OTHERS** :-
 - 8.1 Litigation expenses that may have to be incurred for the Common Purposes.
 - 8.2 All other expenses and/or outgoings for or relating to the Common Area as are incurred by the said Association/ Body.
9. **DELAY/DEFAULT** : In case the Purchaser inordinately delays or defaults in making any payment or deposit within the time stipulated therefor, the said Association/ Body shall be entitled to withhold all or any of the utilities, facilities and/or services to

the Purchaser till the delay/default amount in arrears are paid and the said Association/Body shall further be entitled to the interest thereon @ 2% per mensem, compoundable quarterly, till such amount is remitted fully as also damages suffered or cost incurred due to delay in making | payment of such amount or for realization of the same. Notwithstanding the above should delay and/or default persist and the Purchaser fails to fulfill his obligations then the said Association/Body shall have the right to attach the rental income of the Owner applicable and/or claim, lien/charge over the Apartment in respect of such delay and/or default.

PART : “V”

(APPORTIONMENT OF MUNICIPAL RATES & TAXES & OTHER IMPOSITIONS)

1. The Purchaser shall sign all necessary documents, forms, applications for apportionment of taxes of their respective Apartments/Units as and when asked by the Owner/Vendor and for that the Purchaser shall authorize/empower the Owner/Vendor by giving a Power of Attorney in favour of its representative, failing which the Owner/Vendor shall not be made liable and/or responsible in any manner for the same.
2. Upon or after the apportionment of taxes by the Andharmanik Gram Panchayet Bishnupur –I, 24 Parganas (S), the Purchaser alone is liable and responsible to pay the Andharmanik Gram Panchayet Bishnupur –I, 24 Parganas (S) tax and/or any other levy or imposition for its respective Apartment/Unit, as per the bill raised by the Andharmanik Gram Panchayet Bishnupur –I, 24 Parganas (S), till such time, the individual units are not assessed and/or apportioned by Andharmanik Gram Panchayet Bishnupur –I, 24 Parganas (S), the Purchaser shall pay taxes proportionately along with other Purchaser.

3. Besides the amount of the impositions, the Purchaser shall also be liable to pay the penalty interest, costs, charges and expenses for and in respect of all or any of such taxes or Impositions (Penalties), proportionately or wholly, as the case may be.
4. The liability of the Purchaser for payment of Andharmanik Gram Panchayet Bishnupur -I, 24 Parganas (S) taxes and charges in respect of the said Apartment/Unit would commence with effect from date of Completion Certificate received for the said Building.
5. The said Association/Body shall be at liberty to pay such sums from time to time as it may deem fit and proper towards the Impositions or Penalties and recover the share of the Purchaser thereof from the Purchaser.

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

SIGNED, SEALED & DELIVERED by the Parties at Kolkata in the presence of :-

WITNESSES :-

1.

Signature of the **OWNERS/
VENDORS**

2.

Signature of the **PURCHASER**

Signature of the **DEVELOPER/
CONFIRMING PARTY**

Drafted by me :-

Advocate

Alipore Judges' Court, Kol : 27

Computer Typed by :-

DEBASISH NASKAR

Alipore Judges' Court, Kol : 27

