

DRAFT

CONVEYANCE DEED

THIS CONVEYANCE DEED executed on this _____ (date) day of _____(Month), 20____.

By and Between

- 1.1 RAMESH VERMA** (having PAN: ABQPV0593A, Aadhaar: 4988 1165 9242), son of Late Babulal Verma, by Faith- Hindu, by Occupation- Business, by Nationality- Indian, residing at Talcher Kothi Lane, Biju Patnaik Square, Madhusudan Nagar, Post Office - Tulsipur, Police Station – Bidanasi, Cuttack Sadar, Cuttack, Tulasipur, Odisha, Pin Code - 753008;
- 1.2 (SMT.) DEEPMALA VERMA** (having PAN: ABQPV0596F, Aadhaar: 3563 6618 2468), daughter of Kanhey Lal Soni, by Faith- Hindu, by Occupation- Household, by Nationality- Indian, residing at Talcher Kothi Lane, Biju Patnaik Square, Madhusudan Nagar, Post Office Tulsipur, Police Station – Bidanasi, Cuttack Sadar, Cuttack, Tulasipur, Odisha, Pin Code - 753008;
- 1.3 VERMA REAL ESTATE PRIVATE LIMITED**, (having PAN – AAECV0348M and CIN U74999WB2012PTC181465) a Company within the meaning of Companies Act 2013 having its Registered Office at RGM/3/284, Jagardanga, Rajarhat, Gopalpur, North 24 Paraganas, Kolkata – 700 136, West Bengal represented by its Director Ramesh Verma (having PAN ABQPV0593A, Aadhaar 4988 1165 9242, DIN - 03180253) son of Late Babulal Verma residing at Talcher Kothi Lane, Biju Patnaik Square, Madhusudan Nagar, Post Office Tulsipur, Police Station – Bidanasi, Cuttack Sadar, Cuttack, Tulasipur, Odisha, Pin Code – 753008;
- 1.4 ANAND VERMA** (having PAN: ADZPV2045C, Aadhaar: 4656 4976 5691), son of Ramesh Verma, by Faith- Hindu, by Occupation- Business, by Nationality- Indian, residing at Talcher Kothi Lane, Biju Patnaik Square, Madhusudan Nagar, Post Office – Tulsipur, Police Station – Bidanasi, Cuttack Sadar, Tulsipur, Cuttack, Odisha, Pin Code - 753008;
- 1.5 SURESH VERMA** (having PAN: ABQPV0594H, Aadhaar: 2974 4782 9934), son of Late Babulal Verma, by Faith- Hindu, by Occupation- Business, by Nationality- Indian, residing at Talcher Kothi Lane, Biju Patnaik Square, Madhusudan Nagar, Post Office - Tulsipur, Police Station – Bidanasi, Cuttack Sadar, Cuttack, Tulasipur, Odisha, Pin Code - 753008;
- 1.6 PRATIK VERMA** (having PAN: APRPV9645J, Aadhaar: 6614 8127 2838), son of Suresh Verma, by Faith- Hindu, by Occupation- Business, by Nationality- Indian, residing at Talcher Kothi Lane, Biju Patnaik Square, Madhusudan Nagar, Post Office - Tulsipur, Police Station – Bidanasi, Cuttack Sadar, Cuttack, Tulasipur, Odisha, Pin Code - 753008;
- 1.7 (SMT.) SNEHA VERMA** (having PAN: AJGPV1677H, Aadhaar: 6845 4958 1370), wife of Pratik Verma, by Faith- Hindu, by Occupation- Household, by Nationality- Indian, residing at Talcher Kothi Lane, Biju Patnaik Square, Madhusudan Nagar, Post Office – Tulsipur, Police Station - Bidanasi, Cuttack Sadar, Cuttack, Tulsipur, Odisha, Pin Code - 753008;
- 1.8 SAKILA BIBI alias SAKHILA MONDAL** (having PAN: AJOPM1896K, Aadhaar: 6461 1917 9175), wife of Mr. Islam Mondal, by Faith- Mohemadan, by Occupation - Housewife, by Nationality- Indian, residing at 211 Road, Gopalpur Jagardanga, Post Office – Gopalpur, Police Station – Narayanpur, District – North 24 Parganas, West Bengal - 700136.

SHR CONSTRUCTION LLP

Dr. Boerath Thiru Thiru wala
13/01/2026
Designated Partner

- 1.9 ISLAM MONDAL** (having PAN: APOM1166Q, Aadhaar: 3973 4148 4754), son of Mr. Bellal Mondal, by Faith- Mohemadan, by Occupation - Business, by Nationality- Indian, residing at 211 Road, Gopalpur Jagardanga, Post Office – Gopalpur, Police Station – Narayanpur, District – North 24 Parganas, West Bengal - 700136.
- 1.10 SUJAN MONDAL** (having PAN: GGBPM1392E, Aadhaar: 2684 6688 1306), son of Mr. Islam Mondal, by Faith- Mohemadan, by Occupation-Business, by Nationality- Indian, residing at 211 Road, Gopalpur Jagardanga, Post Office – Gopalpur, Police Station – Narayanpur, District – North 24 Parganas, West Bengal - 700136.
- 1.11 RADHA RANI JENA** (having PAN: ALVPJ9713H, Aadhaar: 3491 5625 8548), daughter of Sudam Chandra Jena, by Faith- Hindu, by Occupation- Household, by Nationality- Indian, residing at Plot – 5F/682, Sector – 9, CDA, Near Ganesh Palace, Post Office – Abhinab Bidanasi, Police Station – Market Nagar, Cuttack, Odisha, Pin Code – 753014,
- 1.12 RAUNAK PROPERTIES PRIVATE LIMITED (PAN: AABCR8161K and CIN U70200WB1999PTC089838)**, a Company duly registered and incorporated under the provisions of the Companies Act, 1956 and having its registered office at P-829/A, Lake Town, Block –A, P.O. Lake Town, P.S. Lake Town, District North 24 Parganas, Kolkata - 700089

all represented by **Mr.** _____ (having Aadhaar No. _____, having Income Tax **PAN** _____), son of _____ of _____, Police Station – _____, Post Office – _____, being the authorized representative of the Constituted Attorney of the Vendors namely **SHR CONSTRUCTION LLP** appointed by Power of Attorney dated _____ and registered with Additional Registrar of Assurances-IV, Kolkata in Book No. I, Volume No. 1904-2025, Pages from 679525 to 679659 Being No.190416117 for the year 2025 all collectively hereinafter referred to as "the **Vendors**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include their respective successors-in-interest and/or assigns) of the **FIRST PART**;

AND

SHR CONSTRUCTION LLP (having **PAN: ADMFS3714Q and LLPIN: AAK-6730**) a Limited Liability Partnership incorporated under the Limited Liability Partnership Act, 2008 and having its Registered Office at P-829/A, Lake Town, Block – A, Police Station and Post Office Lake Town, Kolkata 700089 and represented by its Authorized Representative namely represented by ----- (having Aadhaar No. _____, PAN Number _____, son of _____ of _____; hereinafter referred to as "the **Promoter**" (which expression unless excluded by or repugnant to the subject or context shall be deemed to mean and include its successors or successors-in-office and/or successors-in-interest and/or assigns) of the **SECOND PART**;

AND

Mr. / Ms. _____ (Aadhaar No. _____) having his/her PAN no. _____ son/daughter/wife of _____ aged about _____ years, nationality _____, residing at _____ and Second Purchaser, Mr. / Ms. _____ (Aadhaar No. _____) having his/her PAN No. _____ son/daughter/wife of _____ aged about _____ years, nationality _____, residing at _____, hereinafter referred to as "the **Purchaser**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include _____ heirs, executors, administrators, successors-in-interest and permitted assigns) of the **THIRD PART**;

The Vendors, the Promoter and the Purchaser shall hereinafter collectively be referred to as the "Parties" and individually as a "Party".

I. WHEREAS:

- A. The Vendors alongwith one Manisha Verma are the full and lawful owners, amongst other properties, **All That** piece and parcel of land containing an area of 3.2240 acre or 322.40 Sataks more or less situate lying at and comprising of entire (i) L.R. Dag No. 4317 (measuring 8 satak) , (ii) L.R. Dag No. 4318 (measuring 10 satak), (iii) L.R. Dag No. 4319 (measuring 51 satak) and (iv) L.R. Dag No. 4332 (measuring 116 satak) and divided and demarcated portions of (i) L.R. Dag No. 3459 (measuring 5.68 satak out of 42 satak), (ii) L.R. Dag No.4320 (measuring 13.22 satak out of 24 satak), (iii) L.R. Dag No.4322 (measuring 22.54 satak out of 41 satak), (iv) L.R. Dag No.4325 (measuring 3 satak out of 26 satak), (v) L.R. Dag No.4326 (measuring 3 satak out of 26 satak), (vi) L.R. Dag No. 4327(measuring 3.08 satak out of 29 satak), (vii) L.R. Dag No. 4328 (measuring 4 satak out of 26 satak), (viii) L.R. Dag No. 4331 (measuring 8 satak out of 18 satak), (ix) L.R. Dag No. 4334(measuring 19 satak out of 58 satak), (x) L.R. Dag No. 4314 (measuring 10.135 satak out of 19 satak) and (xi) L.R. Dag No. 4316 (measuring 45.75 satak out of 61 satak) all in Mouza Gopalpur, J.L. No. 2 and being Holding No. AS/526/05/04, Street/Lane : Gopalpur under Bidhannagar Municipal Corporation under Police Station Narayanpur (formerly Airport and theretofore Rajarhat) in the District of North 24 Parganas (hereinafter referred to as "the **Larger Property**"). The particulars of the documents whereby the Vendors and the said Manisha Verma became the owners of the Larger Property and other facts of devolution of title in respect of the Larger Property is mentioned in **Schedule A-1** hereto. The share of the Vendors and the said Manisha Verma in the Larger Property is mentioned in the Part-II of the First Schedule of the Development Agreement (as defined below)
- A1 The Promoter is the developer appointed by the Vendors and the said Manisha Verma in respect of development of the Larger Property under Development Agreement dated 08.11.2025 particulars whereof is mentioned in **Schedule A-1 ("Development Agreement")**. Several powers and authorities were also provided to the Promoter under the same Development Agreement.
- A2. Out of the Larger Property, a demarcated portion containing an area of 2.6538 acre or 265.38 Sataks more or less is morefully described in **Schedule A** (hereinafter referred to as "the **Project Land**").
- B.** The Project Land is earmarked for the purpose of building a residential project comprising, for the time being, of buildings having, inter alia, three Towers namely Tower Nos. 1, 2 and 3 out of which Tower No. 1 is currently sanctioned to have a Basement, Ground plus 18 upper floors and Tower Nos. 2 and 3 are currently sanctioned to have a Ground plus 18 upper floors all containing primarily residential units from 1st floor level (hereinafter referred to as "the **Buildings**"). All the Buildings are inter-connected at the podium level. The plans for construction of the Buildings have been sanctioned by the Bidhannagar Municipal Corporation vide Building Permit No. SWS-OBPAS/2109/2025/0297 dated 30-04-2025) (hereinafter referred to as "the **sanctioned building plans**" which expression shall include all sanctions, vertical/horizontal extensions, modifications, integrations, revalidations and revisions made thereto). The Project Land with the Buildings constructed

thereon is hereinafter referred to as "the **Project**". The overall Project shall be known as '**BHAWANI PRARISSO (PHASE 1)**' with each of Towers have been named separately as "Tower-1", "Tower-2", and "Tower-3" and also shown in the sanctioned building plans as such. The Promoter has caused to be constructed the Project and obtained the Completion Certificate/Occupancy Certificate in respect of the Building/s on _____.

- C.** The Promoter has registered the Project under the provisions of the Real Estate (Regulation and Development) Act, 2016 with the West Bengal Real Estate Regulatory Authority at Kolkata on _____ under registration no. _____.
- D.** By Agreement for Sale dated _____ (hereinafter referred to as "the **Sale Agreement**"), made between the Promoter, the Purchaser and the Vendors, the Promoter and the Vendors agreed to sell to the Purchaser (as Allottee thereunder) and the Purchaser agreed to purchase from them **ALL THAT** Apartment No. _____ (hereinafter referred to as "the said **Unit**") having Carpet Area of _____ square feet more or less, type Standard, on _____ floor in the Tower _____ (_____) (hereinafter referred to as "the **Designated Tower**") along with the Parking Space No. _____ containing a area of _____ Square feet more or less of the Tower- _____ (_____) of the Project at the Project Land to be used by the Purchaser as permissible under the applicable law (hereinafter referred to as "the **Parking Space**") Together With pro rata share in the common areas (as mentioned in the **SCHEDULE D** hereto) and any other areas defined under clause (n) of Section 2 of the Act and to the extent applicable in the Project (hereinafter referred to as "**Common Areas**"). The Unit, the Parking Space, if any and pro rata share of the Common Areas is hereinafter collectively referred to as "the **Designated Apartment**" and the Unit is more particularly described in **Schedule B** and the floor plan of the Unit is annexed hereto and marked as '**Appendix-A**'. Certain other expressions used in this deed shall have the meaning as per Schedule A-2 hereto. The pro rata share in the Common Areas was agreed to be transferred so as to be ultimately held by the Purchaser as member of Association.
- E.** The Purchaser has paid the entire consideration of Rs. _____ /- (Rupees _____) only payable for sale of the Designated Apartment under the Sale Agreement and the Vendors and the Promoter have apportioned and received the respective amounts receivable by them out of the same. The Vendors have agreed to complete the sale of the pro rata undivided share in the Land in the manner hereinstated.
- F.** The Purchaser has inspected the Designated Apartment and the Complex and satisfied himself about the construction and specification thereof and area of the Designated Apartment and the Common Areas provided and has no complaints or objection thereabout. The Purchaser has also gone through all the terms and conditions set out in this Deed and understood the mutual rights and obligations detailed herein including the Additional disclosures and details contained in the Sale Agreement and in this Deed and has accepted the same and is fully satisfied thereabout.
- G.** As per Section 17 of the Act, the Promoter is, inter alia, required to execute a registered conveyance deed in favour of the Purchaser alongwith the undivided proportionate title in the Common Areas to the Association. Pending formation of Association and for security of the Purchaser, the transfer in terms of clause IIA shall apply which the Purchaser agrees and accepts alongwith other related provisions mentioned elsewhere in these presents.

H. The Parties hereby confirm that they are signing this Deed with the full knowledge of all the laws, rules, regulations, notifications etc., applicable to the Project.

II **NOW THIS INDENTURE WITNESSETH** that in the premises aforesaid and in pursuance of the said agreement and in consideration of the sum of Rs _____ /- (Rupees _____) only by the Purchaser to the Promoter paid at or before the execution hereof (the receipt whereof the Promoter doth hereby as also by the receipt and memo of consideration hereunder written admit and acknowledge and out of the same the Vendors hereby admit and acknowledge the receipt of apportioned sum towards the prorata share in the Project Land attributable to the said Unit and Vendors and the Promoter do hereby forever release discharge and acquit the Purchaser and the Designated Apartment and its appurtenances) the Promoter and the Vendors, to the extent of their respective entitlement, do hereby sell and transfer unto and to the Purchaser **ALL THAT** the said Unit No. ____ morefully and particularly mentioned and described in **Schedule–B** hereto together with parking space if granted to the Purchaser and if so and as specifically mentioned in the said Schedule B **AND TOGETHER WITH** right to use the Common Areas and Installations in common with the Vendors and the Promoter and other persons permitted by them **AND** reversion or reversions remainder or remainders and the rents issues and profits of and in connection with the Designated Apartment **AND** all the estate right title interest property claim and demand whatsoever of the Promoter and the Vendors into or upon the same **TO HAVE AND TO HOLD** the same unto and to the use of the Purchaser absolutely and forever **TOGETHER WITH AND/OR SUBJECT TO** the easements quasi-easements and other stipulations and provisions in favour of the Purchaser and the Promoter/Vendors as are set out in the **Schedule C** hereto **AND SUBJECT TO** the Purchaser observing, fulfilling and performing House Rules and other covenants, terms and conditions as contained hereinbelow and in the Schedules hereto and on the part of the Purchaser to be observed, fulfilled and performed.

IIA. As per Section 17 of the Act, the Promoter is, inter alia, required to execute undivided proportionate title in the common areas to the Association. The Promoter agrees to enable the formation of the Association of co-owners of the Project and upon formation of such Association, the Promoter and the Vendors agree to convey the title to the Common Areas (including Project Land). The formation of Association is at the hands of the Co-owners of the Project and the Promoter and the Vendors record that they are keen to enable the formation.

Without affecting or prejudicing the said rights and obligations of the Promoter and the Vendor, at the request of the Purchaser and to allay any insecurity of the Purchaser and with the consent of the Purchaser it is recorded and confirmed that the sale and transfer of the undivided proportionate title to the Project Land (attributable to the Unit) by the Vendor and of the undivided proportionate title to the other Common Areas (attributable to the Unit) by the Vendors and the Promoter, to the extent of their respective entitlement, is and shall be deemed to be hereby conveyed to the Association to take ipso facto effect immediately upon the formation of the Association absolutely and shall remain vested with

the Purchaser until then in trust and for the benefit of the Association.¹ It is clarified that any document or instrument required to be executed and registered to confirm or vest the said transfer in favour of the Association, the parties hereto shall execute and register the same at the cost and expense of the Purchaser or of the Association including stamp duty and registration fee.

III. THE VENDORS AND THE PROMOTER DO HEREBY COVENANT WITH THE PURCHASER as follows:-

- (a) The interest which they do hereby profess to transfer subsists and that they have good right full power and absolute authority to grant, sell, convey transfer, assign and assure unto and to the use of the Purchaser, the Designated Apartment in the manner aforesaid.
- (b) It shall be lawful for the Purchaser, from time to time and at all times hereafter to peaceably and quietly, but subject nevertheless to the other provisions hereof, to hold use and enjoy the Designated Apartment and to receive the rents issues and profits thereof without any interruption disturbance claim or demand whatsoever from or by them or any person or persons claiming through under or in trust for them **AND** freed and cleared from and against all manner of encumbrances, trusts, liens and attachments whatsoever created or made by the Vendors and the Promoter save only those as are expressly mentioned herein, if any.
- (c) They shall from time to time and at all times hereafter upon every reasonable request and at all the costs of the Purchaser make do acknowledge execute and perfect all such further and/or other lawful and reasonable acts deeds matters and things whatsoever for further better and more perfectly assuring the Designated Apartment hereby sold and transferred unto and to the Purchaser in the manner aforesaid as shall or may be reasonably required by the Purchaser.

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

1. The Promoter agrees and acknowledges, the Purchaser shall have the right to the Designated Apartment as mentioned below.
 - (i) The Purchaser shall have exclusive ownership of the said Unit.
 - (ii) Pursuant to Section 17 of the Real Estate (Regulation and Development) Act, 2016 and at the instance of the Purchaser, the Association is intended to be the owner of the undivided proportionate share in the Common Areas as morefully mentioned in clause IIA hereinabove. The Purchaser shall also have title to undivided proportionate share in the Common Areas as members of the Association as stipulated in clause IIA hereinabove.
 - (iii) Since the share interest of the Purchaser in the Common Areas is undivided and cannot be divided or separated, the Purchaser shall use the Common Areas along with the Promoter, the Vendors, the other co-owners, occupants, maintenance

¹ In case transfer to Association takes place prior to execution of sale deed of a unit in favour of the Allottee or the Association is formed prior to such execution, the clause shall undergo suitable modifications.

staff etc. without causing them any inconvenience or hindrance and as per the rules made in this respect including the House Rules. Further, the right of the Purchaser to use the Common Area shall always be subject to the timely payment of maintenance charges and other charges as applicable. It is clarified that the Promoter shall hand over the Common Areas to the Association.

2. **SINGLE UNIT:** The Purchaser agrees that the said Unit along with Parking Space (if any) shall be treated as a single indivisible unit for all purposes.
3. **INDEPENDENT PROJECT:** It is agreed that the Project is an independent, self-contained Project covering the Project Land and is not a part of any other project or zone except certain common areas that may be shared between the Project Land and with any Future Phase/s and save as above, shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Purchaser. It is clarified that Project's facilities and amenities as mentioned in **Schedule D** hereto shall be available only for the use and enjoyment of the co-owners of the Project and if any use is granted to any co-owners of the Future Phase/s, then with those co-owners too.²
4. **COMPLIANCE OF LAWS RELATING TO REMITTANCES:** The Purchaser, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934 and the Rules and Regulations made thereunder or any statutory amendments/modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. The Purchaser understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve of Bank of India, he/she may be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time. The Promoter and the Vendors accepts no responsibility in regard to matters specified in this para above. The Purchaser shall keep the Promoter and the Vendors fully indemnified and harmless in this regard.
5. **CONSTRUCTION OF THE PROJECT / APARTMENT:** The Purchaser has seen inspected and examined the Project and the Designated Apartment and all Common Areas and Installations thereat including all facilities, amenities and specifications thereat and the quality of materials and workmanship used therein and is fully satisfied thereabout. The Purchaser has also seen the layout plan and the sanctioned plans as modified and the Completion Certificate and verified the same with the Designated Apartment and the Project including as regards the area, the facilities, amenities and specifications thereat and all the Common Areas and Installations and in fully satisfied thereabout.
6. **POSSESSION OF THE DESIGNATED APARTMENT:** The Purchaser acknowledges and confirms that the Promoter has carried out timely delivery of possession of the Designated Apartment to the Purchaser and the Common Areas to its satisfaction without any claim

² Clause will undergo changes as per the factual situation at the time of preparation of Sale Deed for its execution

or objection of the Purchaser and the common areas to the Maintenance In-charge duly made ready and complete with all specifications, amenities and facilities of the project.

7. **HANDOVER OF DOCUMENTS:** The Purchaser agrees acknowledges accepts and confirms that the Promoter shall handover the necessary documents and plans, including common areas, to the Association upon its formation and taking charge.
8. **PAST OUTGOINGS:** The Purchaser and the Maintenance In-Charge acknowledges, accepts and confirms that the Promoter has already paid all outgoings before transferring the physical possession of the Designated Apartment to the Purchaser, which it has collected from the Purchaser, for the payment of outgoings (including those mentioned in this Deed and the Sale Agreement), to the satisfaction of the Purchaser and further the Promoter has duly paid the governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities till the period it was required to do and they hereby acquit and discharge the Promoter from any further obligation or liability in this behalf.
9. **MAINTENANCE OF THE BUILDING / APARTMENT / PROJECT:** The Purchaser is aware and accepts that the Maintenance In-charge is and shall be responsible to provide and maintain essential services in the Project. On its incorporation the Association shall be the Maintenance In-charge. The cost of such maintenance shall be payable by the Purchaser separately to the Maintenance In-charge.
10. **DEFECT LIABILITY:** It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter as per the agreement for sale relating to such development is brought to the notice of the Promoter by the Purchaser within a period of 5 (five) years from the date of completion certificate and/or partial completion certificate of the building in which the Unit is situated, as the case may be, the Parties shall refer the matter to the Architect for the Project who shall verify the same and direct the Promoter to proceed or not to proceed with the rectification of the defects upon considering the submission of the Parties and the terms and conditions hereof and then it shall be the duty of the Promoter to rectify such defects without further charge, within 30 (thirty) days, and in the event of Promoter's failure to rectify such defects within such time, the aggrieved Purchaser shall be entitled to receive appropriate compensation in the manner as provided under the Act Provided Further That the obligation or liability of the Promoter shall not arise if the defect has arisen owing to any Force Majeure event or owing to act or omission of the Purchaser or any other co-owners or Association of co-owners and/or any other person or if the portion alleged to have the defect has already been altered before the Promoter is able to view the same or if the related annual maintenance contracts and other licenses are not validly maintained by the association of co-owners or competent authority. The Purchaser is/are aware that any change, alteration including breaking of walls or any structural members or the construction of any new wall or structural member will result in immediate cessation of the Promoter's obligation to rectify any defects or compensate for the same as mentioned in this Clause.

It is clarified that the defect liability responsibility of the Promoter shall not cover defects, damage, or malfunction resulting from (i) misuse (ii) unauthorised modifications or repairs

done by the Purchaser and/or other co-owners of the apartments or their nominee/agent, (iii) cases of force majeure including accident (iv) failure of the Purchaser or Maintenance In-charge to maintain the amenities/equipment or negligent use by them or any of them. Provided that where the manufacturer warranty as shown by the Promoter to the Purchaser ends before the defect liability period and such warranties are covered under the maintenance of the said apartment / building / phase, as the case may be and if the annual maintenance contracts are not done/renewed by the Purchaser and/or the co-owners, the Promoter shall not be responsible for any defects occurring due to the same. The Project as a whole has been conceived, designed and constructed based on the commitments and warranties given by the vendors/manufacturers that all equipment, fixtures and fittings shall be maintained and covered by maintenance / warranty contracts so as it be sustainable and in proper working condition to continue warranty in both the Apartments and the Common project amenities wherever applicable. The Purchaser has been made aware and the Purchaser expressly agrees that hairline or thin cracks on the external and internal walls which happens due to variation in temperature of more than 20 centigrade and which do not amount to structural defects and hence cannot be attributed to either bad workmanship or structural defect. It is expressly agreed that before any liability of defect is claimed by or on behalf of Purchaser it shall be necessary to appoint an expert who shall be a nominated surveyor appointed by the Architect of the Project and such surveyor shall survey and assess the same and then submit a report on the causes of such defects including as to whether the same was caused by the material used in the structure of the Apartment and in the workmanship executed by the Promoter. The decision of the Architect in respect of the matter referred to in this clause shall be final and binding upon both the Promoter and the Purchaser.

11. **RIGHT TO ENTER THE APARTMENT FOR REPAIRS:** The Promoter/Association/Maintenance In-charge shall have rights of unrestricted access to all Common Areas and parking spaces for providing necessary maintenance services and the Purchaser agrees to permit the Promoter and Association and/or Maintenance In-charge to enter into the Designated Apartment or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect or for inspection and requiring the Purchaser to remedy any want of repair.
12. **USAGE: Use of Service Areas:** The service areas if any located within the Project Land may be ear-marked for purposes such as parking spaces and services including but not limited to STP, transformer, DG set, underground water tanks, Pump rooms, Water treatment plant, firefighting pumps and equipments etc. and other permitted uses as per sanctioned plans. The Purchaser shall not be permitted to use the services areas in any manner whatsoever, other than those earmarked as parking spaces and the service areas shall be reserved for use by the association of co-owners formed by the co-owners for rendering maintenance services.
13. **MAINTENANCE OF THE SAID BUILDING / APARTMENT / PROJECT:**
 - 13.1 The Promoter shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the project by the Association or any other Maintenance In-charge as per the House Rules. The cost of such maintenance shall be

payable by the Purchaser separately in addition to the Total Price of the Designated Apartment.

Clauses in relation to maintenance of Project, infrastructure and equipment:

13.2 In connection with the Additional Costs and Deposit payable by the Purchaser under the Sale Agreement, it is agreed by and between the parties hereto that the same does not include the following amounts which shall be payable by the Purchaser additionally:-

- (a) Goods and Service Tax and any other tax, levy, cess by any name called (including Works Contract Tax, duties, levies and all other tax and imposition levied by the State Government, Central Government or any other authority or body from time to time) that may be applicable and/or imposed in future and such taxes shall be additionally payable at the applicable rates by the Purchaser and shall be paid proportionately, if levied as a whole on the Designated Tower or the Project and wholly, if levied specifically on the Designated Apartment (including those that may be applied with retrospective effect and/or those for which any recovery proceedings are initiated in consequence thereof). The Purchaser further agrees that in case of any decrease/reduction in the applicable taxes, the Promoter shall not be liable to refund or compensate the same to the Purchaser in any manner whatsoever.
- (b) Fees and expenses, if any, payable to any authority towards Sale or Transfer Permission fees.
- (c) Proportionate share of costs, charges and expenses in respect of additional fire safety measures if required to be undertaken due to any subsequent legislation / government order/directives/guidelines or if deemed necessary by the Promoter beyond the present provision of providing electric wiring in each apartment and firefighting equipment in the Common Areas only as prescribed in the existing firefighting code/ regulations.
- (d) Security Deposit and other expenses as may be required by the WBSEDCL or any other electricity provider for individual meter in respect of the Designated Apartment directly with the WBSEDCL or such other provider and proportionate share of the Security Deposit in respect of the common meter/s in respect of the Common Areas. In case the WBSEDCL fails and/or delay in providing individual/common electricity meter to the co-owners of the Apartments of the said Project and/or provide HT Connection to the said Project, in that event the Promoter/Maintenance Agency may temporarily provide electricity to co-owners from the existing power connection obtained by the Promoter for construction. The Purchaser shall be liable to make payment of Electricity Consumption charges as per the bills to be raised by the Promoter or the Maintenance Agency, as the case may be, on the basis of electricity consumption recorded in the Electricity Sub-Meter. The rate of electricity consumption payable by the Purchaser will be in accordance with the rate charged by the electricity service provided in respect of such electricity, together with cost of transmission loss and applicable charges for distribution of the electricity to individual Purchaser and the Purchaser shall not raise any objection about rate charges as not being residential but commercial for providing such services and shall pay the same within the time stipulated in such bills.

- (e) Stamp Duty and Registration Charges and all other applicable charges in respect of this Deed and/or any future contracts in pursuance hereof and the Sale Deed to be executed in pursuance hereof.
- (f) Fixed miscellaneous charges for registration of this Deed and/or any other contract, which shall be paid by the Purchaser to the Promoter.
- (g) Mutation Charges (post registration of Sale Deed) as may be prescribed by the Promoter.

13.2.1 The Deposits as mentioned in the Sale Agreement and paid by the Purchaser to the Promoter shall be held by the Promoter as interest free security deposits and unless any amount out of the same is adjusted due to non-payment of the taxes and outgoings payable by the Purchaser, the same or the unadjusted portion thereof shall be transferred to the Association by the Promoter.

13.2.2 This Deposits shall be transferred by the Promoter to the Maintenance In-charge (upon adjustment of arrear dues if left by the Purchaser) within 3 months of the Association requiring the same from the Promoter.

13.3 **Maintenance In-charge:**

13.3.1 **Association:** The Promoter shall enable the formation of Association that may be formed under the West Bengal Apartment Ownership Act, 1972 (hereinafter referred to as the "**Association**") by the Co-owners of the apartments in the Project and the Purchaser hereby agrees to become a member of the Association and to sign, execute and register all documents required for the formation of the Association and for its running and administration. The Promoter shall appoint consultant(s) having knowledge in formation of the Association and the Purchaser agrees to do all acts, deeds and things as may be required by such consultant(s) within the stipulated time and to pay the proportionate costs for the formation and operationalization of the Association.³

13.3.2 **Maintenance Agency:** The Promoter or the Association may appoint one or more agencies or persons (hereinafter referred to as the "**Maintenance Agency**") to look after the acts relating to the purposes of managing, maintaining up-keeping and security at the Project and in particular the Common Areas, Parking Spaces and Facilities, Amenities and Specifications, rendition of common services in common with the Co-Owners and the collection and disbursement of the Common Expenses and dealing with matters of common interest to the Co-Owners and relating to their mutual rights and obligations for the beneficial use and enjoyment of their respective Units exclusively and the Common Areas in common (hereinafter referred to as the "**Common Purposes**") on such terms and conditions as it deems fit and proper. The Maintenance Agency may appoint professional facility management agencies or persons for conducting the day-to-day affairs as it may deem fit and proper. The fees and costs for such Maintenance Agency shall be proportionately borne and paid by the Purchaser. The Association may continue

³ In case the Association is formed before the execution of this Deed, this clause will be suitably amended

with the same Maintenance Agency upon its taking over by entering upon necessary agreements with them.

13.3.3 **Maintenance In-charge** : Upon the Association taking charge of the acts relating to the Common Purposes, the Association shall be the Maintenance In-charge and until then the Promoter or any Maintenance Agency looking after the acts relating to the Common Purposes shall be the maintenance in-charge (hereinafter referred to as the "**Maintenance In-charge**").

13.4 **Common Areas Related:**

13.4.1 The Designated Tower contains certain Common Areas as specified in **PART-I** of the **SCHEDULE D** hereto and which the Purchaser shall have the right to use in common with the Vendors, the Promoter and other Co-owners of the said Designated Tower and other persons as may be permitted by the Promoter it being expressly agreed that certain common areas (at the sole discretion of the Promoter) may if so permitted by the Promoter, be in common use with the owners and occupiers of Future Phase/s.

13.4.2 The Project also contains certain Common Areas as specified in **PART-II** of the **SCHEDULE D** hereto which the Purchaser shall have the right to use in common with the Vendors, the Promoter and other Co-owners of the Project and other persons as may be permitted by the Promoter for the activities related to Common Purposes it being expressly agreed that certain common areas (at the sole discretion of the Promoter) may if so permitted by the Promoter, be in common use with the owners and occupiers of Future Phase/s.

13.4.3 Save those expressed or intended by the Promoter to form part of the Common Areas as per the **SCHEDULE D** hereto, no other part or portion of the Designated Tower or the Project shall be claimed to be part of the Common Areas by the Purchaser either independently or in common with any other Co-owner. In particular and without prejudice to the generality of the foregoing provisions of this clause, the parking spaces including the Mechanical Parking System shall neither be nor be claimed to be a part of the Common Areas.

13.4.4 The Promoter have finally identified and demarcated portions to comprise in the common amenities and facilities in the Project including the driveway, pathway and passage, services and installations for common use and also such areas which are reserved for common parking and for any other use and the areas so identified shall form part of the Common Areas.

13.5 **Unit Related:**

13.5.1 **Fittings & Fixtures:** Except those provided by the Promoter, all fit outs to be put-up, erected and installed at or inside the said Unit including the interior decoration shall be done and completed by the Purchaser at its own costs and expenses. The Purchaser shall be obliged to do and carry out the said fitout works in a good and workman-like manner and without violating any laws, rules or regulations of the municipal authority, the National Building Code, Fire Safety laws and rules with minimum noise and without causing any disturbance or annoyance to the other Co-Owners. The Purchaser shall ensure that there

shall be no stacking of debris or materials in any part or portion of the Common Areas and that there shall be regular clearing of all debris arising out of the Fit out works. The Purchaser hereby unequivocally and categorically undertakes not to drill, break, maim, hammer or in any way damage or destroy the beams and columns on the floor, the ceiling and the walls of the said Unit or do any manual chase cutting or the like in the said Unit. The Purchaser shall be responsible for all consequences, including the loss of life and property, damages or accidents that may occur due to breach or default on the part of the Purchaser while carrying out the fit out(s) or other activity.

13.5.2 Area Calculations:

- 13.5.2.1 **Carpet Area:** The carpet area for the said Unit or any other Unit shall mean the net usable floor area of such Unit excluding the area covered by the external walls, the areas under services shafts and the area under the exclusive balcony, but includes the area covered by internal partition walls of the said Unit.
 - 13.5.2.2 **Open Terrace Area:** The net usable area of the exclusive open space attached to the Unit if granted to the Purchaser.
 - 13.5.2.3 **Balcony Area:** The net usable area of the exclusive covered balcony/balconies, if any, attached to the said Unit.
 - 13.5.2.4 **Built-up Area:** The built-up area for the said Unit or any other Unit shall mean the Carpet Area of such Unit and Balcony area and 50% (fifty percent) of the area covered by those external walls which are common between such Unit/Balcony and any other Unit/Balcony and the area covered by all other external walls of the such Unit/Balcony. The built-up area of the Open Terrace includes the Open Terrace Area including the thickness of the parapet walls thereof and one-half of party walls.
 - 13.5.2.5 **Proportionate Common Area:** The proportionate share of the Common Areas attributable to the Designated Apartment is undivided Square feet more or less decided by the Promoter/ Architect.
 - 13.5.2.6 **Unit Area for CAM:** For the purpose of payment of the proportionate Common Expenses and maintenance charges by the Purchaser, the area shall be the sum total of the Built-up Area and Proportionate Common Area which is _____ Square feet more or less.
 - 13.5.2.7 The super built-up area of the Apartment, nomenclature of parking space as garage, the area and value of the garage, if any, mentioned in the e-assessment slip issued by the online process in the official website of the Government of West Bengal, Directorate of Registration and Stamp Revenue are all only to enable the online generation of the e-assessment slip and the Purchaser shall not be entitled to claim any such detail or rely upon the same in any manner either adverse to the Promoter or otherwise.
- 13.5.3 It is clarified that the Proportionate Common Area shall have scope for minor approximation and such area as stipulated by the Promoter shall be final and binding on

the parties hereto. The Purchaser has accepted all the Area Calculations and figures mentioned above upon verification and shall not raise any dispute challenge or claim in respect thereof against the Promoter or the Vendors or any other person at any time.

13.6 **Housing Loan by Purchaser:** In case the Purchaser, with the prior written consent of the Promoter, has obtained any housing loan or finance to pay the consideration envisaged herein, the entire obligation or liability in respect of the same shall be that of the Purchaser alone. In no event the Vendors, the Promoter shall assume any liability and/or responsibility for any loan and/or financial assistance which may be obtained by the Purchaser from such bank/ financial institution.

13.7 **Activity Centre Related:**

13.7.1 **Users:** The Purchaser shall have the right to use Activity Centre / facilities in the Project in common with the Vendors, the Promoter and other Co-owners of the Project and other persons permitted by the Promoter and the project/s that may be constructed on any Future Phase (if any), as the Promoter may in its absolute discretion decide and to the other stipulations, terms and conditions as also contained in clause 13.13 below with regard, and shall not, under any circumstances, raise any objection or hindrance to such common use.

13.7.2 **Facilities:** The Promoter has erected, installed and/or made available certain facilities with initial infrastructure and equipments and installation as provided by the Promoter as hereinafter mentioned. A list of the facilities of the Activity Centre as has been provided **PART-III of Schedule D** hereto⁴.

13.7.3 **Activity Centre Costs:** All costs and expenses for and relating to the Activity Centre Facilities (including the cost of the Manager, the management, maintenance, administration, repair, replacement, upkeep of all areas, equipments and utilities thereat and the cost of the professionals, employees and other persons appointed or engaged, the costs of rendition of security, services, amenities and facilities, taxes and overheads and all other fees, costs, charges and expenses connected therewith) shall be borne and paid by the co-owners of the Project. The Purchaser shall comply with all rules and regulations as framed by the Maintenance In-charge for proper management and use thereof. In particular and without prejudice to the generality of the foregoing provisions, the Purchaser shall also be liable to pay the charges as prescribed by the Promoter or the Maintenance In-charge from time to time for use of the Community Hall for his private functions or ceremonies, if permitted by the Promoter or the Maintenance In-charge. The Activity Centre Facility may be used by the Purchaser alongwith family members residing at the Unit in common with other persons who may be permitted by the Maintenance In-charge. In case any visitor or guest of the Purchaser desires to avail such facilities or any of them, the Purchaser shall obtain a written consent from the Maintenance In-charge

⁴ Clause will undergo changes as per the factual situation at the time of preparation of Sale Deed for its execution

who shall be at liberty to refuse the same or to levy such charges and/or terms and conditions in respect of the same as the Maintenance In-charge may deem fit and proper.

13.7.4 **Commencement of Operation of the Activity Centre/Club:** The Promoter shall endeavor to get the Activity Centre operational after the entirety of the Project is complete and made ready. The Purchaser accepts and confirms that the date of completion of construction of the Designated Apartment shall have no connection and correlation with the Activity Centre becoming operational and that the Purchaser shall not raise any claim or objection in this regard.⁵

13.7.5 **Administration of the Activity Centre:** The Purchaser agrees and confirms that the Activity Centre (at the sole discretion of the Promoter) shall be initially managed and operated by the Promoter either by itself or through its nominee for such period as the Promoter shall think proper. The Promoter herein shall appoint on such terms and conditions as the Promoter may deem fit and proper one or more person or agency ("**Manager**") for the management and administration of the Activity Centre and rendition of the facilities therein to the users thereof, appointment/engagement of professionals and other persons therefor and setting out the rules and charges of use. The Manager may or may not be the Maintenance Agency and the cost of such Manager shall be part of the costs and expenses of running, management and administration of the Activity Centre. The Association shall be given the responsibilities in respect of the Activity Centre at such time and on such terms and conditions as the Promoter may deem fit and proper. All costs, charges and expenses pertaining to the Activity Centre and its running, administration, repair, maintenance, replacement, insurance etc., shall be and form part of the Common Expenses.

13.8 **Overall Project Related :**

13.8.1 **Car Parking Areas:** The Project contains basement, open, covered, and mechanical parking spaces as per sanctioned plans. In addition, the Project also contain open spaces which do not form a part of the Common Areas but which can be used for parking (hereinafter referred to as "**Open Parking Areas**"). For a regulated and disciplined use of these spaces, who are allotted Parking Space of the type applied by him in an identified dependent or independent space, the same shall be against parking space maintenance charges payable by such person. The Purchaser agrees and undertakes neither to raise any dispute nor objection in respect of the allotment of parking made by the Promoter in respect of the Open Parking Areas to any other co-owner nor to disturb the use of the allotted parking space by the concerned co-owner.

13.8.2 The Promoter has made provisions for installation of EV charging system with related sub/prepaid meters for charging electric motor cars/two wheelers for use by the Purchasers upon pre-payment of charges for the same to the Maintenance In-charge. All costs and expenses for the upkeep and maintenance of such EV charging system shall form part of the Common Expenses. In case any Purchaser does not have EV Charging system to his/her parking space and is desirous of adding the same, then subject to the

⁵ Clause will undergo changes as per the factual situation at the time of preparation of Sale Deed for its execution

same being feasible at the sole discretion of the Promoter/Maintenance In-charge, the same may be installed for such Purchaser at such place as the Promoter may decide and that too against prepayment of the applicable costs and charges therefor. Furthermore the electric power supply to such EV charging system shall be from electric meter for the Designated Unit

- 13.8.3 The Mechanical Parking System shall be managed, maintained and up-kept by the Maintenance In-charge until such time as such Co-owners or two-third majority of them decide to manage, maintain and up-keep the same themselves. All costs and expenses relating to the Mechanical Parking System (including its running, maintenance, operation, repair, replacement, renovation, insurance etc.,) shall be payable by the Co-owners who take parking space in the Mechanical Parking System proportionately and the same shall so long the same is maintained by the Maintenance In-charge be paid by them to the Maintenance In-charge separately against bills raised by the Maintenance In-charge for the same. Any use of the Mechanical Parking System by the Co-owners shall be subject to force majeure and interruptions, inconveniences and mechanical faults associated with its use and the Promoter and the Maintenance In-Charge shall not be responsible or liable in any manner for any defect, deficiency, accident, loss or damage relating to or arising out of the Mechanical Parking System to which the Purchaser hereby consents and agrees to keep the Promoter fully indemnified in respect thereof.
- 13.8.4 In case the Purchaser taking parking space in the Mechanical Parking System, the Purchaser's proportionate share in the expenses and outgoings relating to the Mechanical Parking System shall be the proportion in which the number of parking spaces in the Mechanical Parking System taken by the Purchaser may bear to the total number of parking spaces in the Mechanical Parking System. The Purchaser's proportionate share in several matters referred to herein shall be the proportion in which the built-up area of the Unit may bear to the built-up area of all the Units in the Project. It is clarified that while determining the proportionate share of the Purchaser in the various matters referred herein, the decision of the Promoter on any variations shall be binding on the Purchaser.
- 13.8.5 All unsold or unallotted parking spaces shall be identified/demarcated and retained by the Promoter for disposal of the same in the manner and on the terms and conditions deemed fit and proper by the Promoter.
- 13.8.6 **Non Obstruction in Project:** The Purchaser shall not, in any manner, cause any objection obstruction interference impediment hindrance or interruption at any time hereafter in the construction, addition, alteration and completion of construction of or in or to the Project or any part thereof by the Promoter due to any reason whatsoever (including and notwithstanding any temporary obstruction or disturbance in his using and enjoying the Designated Apartment and/or the Common Areas).
- 13.8.7 **Architect & Engineers:** Unless changed by the Promoter, Maheswari Associate of 37A Baker Road, 2nd Floor, Alipore, Kolkata-700027 shall be the Architect for the Project.
- 13.8.8 **Name of the Project:** The Project shall bear the name "**BHAWANI PARISSO (PHASE 1)**" or such other name as be decided by the Promoter from time to time. The Towers shall also bear the names "**Tower 1**", "**Tower 2**" and "**Tower 3**" or such other name as be decided by the Promoter from time to time. The name of the Project cannot

be changed unless permitted by the Promoter in writing and it shall not be necessary for the Promoter to grant any such permission.

13.9 **Future Expansion Related:**

13.9.1 The Purchaser accepts, acknowledges and confirms that the Promoter shall have the sole and exclusive rights and benefits in respect of all or any additional construction, addition or alteration that may be available at any time in future at or for the Project including additional floors/storeys on the buildings and other vertical and horizontal expansion and commercial exploitation.

13.9.2 The Promoter may make further additions and alterations to the Building Plans without affecting the Unit or reducing the amenities and facilities mentioned in **Schedule D**. The Promoter shall take any further consent, if required, from the Purchaser at the appropriate time if and to the extent required under the Act and which such consent shall not be unreasonably withheld. The Purchaser hereby authorizes and empowers the Promoter to do so as the attorney of the Purchaser.

13.10 **HOUSE RULES:** The ownership and enjoyment of the Unit, Parking Space, if any and the Common Areas by the Purchaser shall be subject to the observance, fulfilment and performance of the terms and conditions of the Agreement as also the House Rules below ("**House Rules**") which the Purchaser shall be obliged and responsible to comply with strictly:

13.10.1 to use the Unit only for the private dwelling and residence in a decent and respectable manner and for no other purposes whatsoever without the consent in writing of the Promoter first had and obtained and shall not do or permit to be done any obnoxious injurious noisy dangerous hazardous illegal or immoral activity at the Designated Apartment or any activity which may cause nuisance or annoyance to the Co-owners.

13.10.2 that unless the right of parking is expressly granted and mentioned in **Clause 2** of the **SCHEDULE B** hereunder written ("**Parking Space**"), the Purchaser shall not park any motor car, two wheeler or any other vehicle at any place in the Project Land (including at the open spaces at the Project Land) nor claim any right to park in any manner whatsoever or howsoever. The Maintenance In-charge may also impose penalty for any wrongful parking by the Purchaser in deviation or violation of this clause and/or the applicable conditions for Parking Space.

13.10.3 In case the Purchaser has applied for and has been allotted Parking Space, the same shall be subject to the following conditions: -

- (i) The Purchaser shall pay the Parking Space Maintenance Charges (as defined in Clause 13.11.6 below) punctually and without any delay or default;
- (ii) The Purchaser shall not park any motor car, two-wheeler or any other vehicle at any other place in the Project Land (including at the open spaces at the Project Land) nor claim any right to park in any manner whatsoever or howsoever;

- (iii) The Purchaser shall use the Parking Space so agreed to be granted, only for the purpose of parking of his own medium sized motor car that could comfortably fit in the allotted Parking Space and/or two-wheeler, as the case may be and shall not allow any person to park his motor car and/or two wheeler, as the case may be, at his Parking Space in any manner whatsoever.
- (iv) No construction or storage of any nature shall be permitted on any parking space nor can the same be used for rest, recreation or sleep of servants, drivers or any person whosoever.
- (v) The Purchaser shall not park any vehicle of any description anywhere within the Project save only at the place, if agreed to be granted to him.
- (vi) The Purchaser shall not grant transfer let out or part with the Parking Space independent of the Unit nor vice versa, with the only exception being that the Purchaser may transfer the Parking Space independent of the other to any other Co-Owners of the Project and none else.
- (vii) This right to use car parking space does not confer any right of ownership of the space on which such parking space is provided.
- (viii) In case due to any legislation, rule, bye-law or order, the individual exclusive Parking Space is not permissible, then the space of parking agreed to be granted to the Purchaser hereunder shall be superceded by such legislation, rule, bye-law or order and for which the Purchaser shall neither hold the Promoter and/or the Vendors liable in any manner whatsoever nor make any claim whatsoever against the Promoter and/or the Vendors.
- (ix) The terms and conditions on the user of the Parking Space as mentioned above or elsewhere stipulated in this deed shall all be covenants running with the Parking Space.
- (x) In case the Purchaser is provided space of parking which is inter-dependent with any other Parking Space in the Project or any part thereof then the Purchaser shall not disturb/block the ingress and egress of car/two wheeler of the other Unit owners of such space and shall use the dependant space in mutual co-operation with the other space holder.
- (xi) In case the Purchaser is provided space of parking in the Mechanical Parking System, the Purchaser shall abide by observe fulfill and perform all rules and regulations applicable to the user thereof. The Purchaser accepts and acknowledges that any use of the Parking Space if taken by the Purchaser in the Mechanical Parking System shall be subject to Force Majeure and interruptions, inconveniences and mechanical faults associated with its use and further that the Promoter and the Maintenance-in-Charge shall not be responsible or liable in any manner for any defect, deficiency, accident, loss or damage relating to or arising out of the Mechanical Parking System.

- 13.10.4 In case the Purchaser has not been agreed to be granted any Parking Space, the Purchaser shall not park any motor car, two-wheeler or any other vehicle at any place in the Project Land (including at the open spaces at the Project Land) nor claim any right to park in any manner whatsoever or howsoever
- 13.10.5 In case the Purchaser is agreed to be granted the exclusive right to use any Open Terrace as a right appurtenant to Designated Apartment, the right of the Purchaser to use of such Open Terrace shall be subject to the following conditions:
- (i) to use the Open Terrace only as an open terrace and as per the conditions of sanction applicable to the same and in a decent and respectable manner and keep the same at all times in a fully repaired and neat and clean condition and shall be fully responsible for complete maintenance of the same at all times;
 - (ii) not to cover or enclose the same or damage or modify or make any construction, addition or alteration therein nor to cover or enclose the same nor to display any light or signage from the same so as to be visible from outside nor to put any grills or glass or poles or any item going beyond the height of the parapet;
 - (iii) not to allow or permit any leakage or seepage of water from the floor to any other portion of the Designated Tower;
 - (iv) not display any signboard, hoarding or advertisement etc. on the parapet wall of the Open Terrace or at any place in the said Open Terrace so as to be visible from outside nor to hold any function thereat so as to emit noise or light therefrom disturbing others.
 - (v) not deposit or throw or permit to be deposited or thrown any rubbish or refuse or waste in the Open Terrace nor allow the accumulation of water thereat nor store or allow anyone to store any goods articles or things in the said Open Terrace or anywhere at the Project Land
 - (vi) not to affix, draw or string wires, cables or pipes from, to or through any part or portion of the Open Terrace and/or the Designated Tower and/or the Project Land and/or outside walls of the Designated Tower save in the manner indicated by the Promoter or the Maintenance In-Charge
 - (vii) not to transfer or assign or part with their right of use of the Open Terrace or part with the possession of the said Open Terrace, independent of the Designated Apartment and vice versa.
 - (viii) not to sub-divide the Open Terrace in any manner.
- 13.10.6 The use of the Common Areas including but not limited to the Activity Centre shall be done by the Purchaser using due care and caution and the role of the Promoter is only to provide the initial infrastructure in respect of the Common Areas (including the Activity Centre) and appoint agencies for maintenance of the same. The Purchaser shall not hold the Vendors or the Promoter liable in any manner for any accident or damage while enjoying the Common Areas including any space at Activity Centre by

the Purchaser or his family members or any other person. It is clarified that the role of the Promoter shall be only to provide the initial infrastructure in respect of the Common Areas and Activity Centre.

- 13.10.7 Not to make any construction or addition or alteration or enclose any Common Areas, the Activity Centre nor display any signboard, neon sign or signage therefrom or from any part thereof nor keep or put any soil or dirt or filth thereat nor permit the accumulation of water or breeding of germs or mosquito or anything which can cause health disorder and to maintain best standard of health and hygiene nor violate or omit to install and maintain any fire-safety measures.
- 13.10.8 In case of power failure and power being supplied by the generator, the Purchaser shall not use power exceeding __ KVA from generator supply and that too only for lights and fans. No plug points to power any equipment including the air conditioner of his Unit shall be used from the power from Generator.
- 13.10.9 Not to claim any access or user of any other portion of the Project except the Designated Tower and the Common Areas, the Activity Centre mentioned therein and that too subject to the terms and conditions and rules and regulations applicable thereto.
- 13.10.10 Not to put any nameplate or letter box or neon-sign or board in the common areas or on the outside wall of the Designated Apartment **PROVIDED HOWEVER THAT** nothing contained herein shall prevent the Purchaser to put a decent nameplate outside the main gate of his Unit. It is hereby expressly made clear that in no event the Purchaser shall open out any additional window or any other apparatus protruding outside the exterior of the Unit save that the Purchaser shall have the right install window/ split air-conditioners at the place/s provided therefor in the Unit.
- 13.10.11 To apply for and obtain at his own costs separate assessment and mutation of the Designated Apartment in the records of appropriate authority within 06 (six) months from the date of possession.
- 13.10.12 Not to partition or sub-divide the Designated Apartment nor to commit or permit to be committed any form of alteration or changes in the Designated Apartment or in the beams, columns, pillars of the Designated Tower passing through the Designated Apartment or the common areas for the purpose of making changing or repairing the concealed wiring and piping or otherwise nor in pipes, conduits, cables and other fixtures and fittings serving the other Units in the Project nor to hang from or attach to the beams or rafters any articles or machinery which are heavy or which may affect or endanger or damage the construction of the Designated Tower at the Project or any part thereof.
- 13.10.13 Not to misuse or permit to be misused the water supply at the Designated Apartment.
- 13.10.14 Not to close or permit the closing of verandahs or lounges or balconies or lobbies and common areas.

- 13.10.15 Not to install or keep or operate any generator in the Designated Apartment or in the balcony/verandah if attached thereto or in the corridor, lobby or passage of the floor in which the Designated Apartment is situated or in any other common areas of the Designated Tower or the Project Land save the battery-operated inverter inside the Designated Apartment.
- 13.10.16 Not to hang or put any clothes in or upon the windows balconies and other portions which may be exposed in a manner or be visible to the outsiders
- 13.10.17 Not to place or take into the lift/s of the Building/s any baggage, furniture, heavy articles or other goods of any manner whatsoever.
- 13.10.18 Not to allow the watchmen, driver, domestic servants or any other person employed by the Purchaser or his Agents to sleep or squat in the common passage/lobby/terrace/corridors/lift room/garden etc.
- 13.10.19 no bird or animal shall be kept or harboured in the common areas of the Project. In no event shall dogs and other pets be permitted on elevators or in any of the common portions of the Project unless accompanied.
- 13.10.20 To allow the Maintenance In-charge and its authorized representatives with or without workmen to enter into and upon the Unit and the Parking Space, if any at all reasonable times for construction and completion of the Designated Tower and the Common Purposes and to view and examine the state and condition thereof and make good all defects decays and want of repair in the Unit and the Parking Space, if any within seven days of giving of a notice in writing by the Maintenance In-charge to the Purchaser thereabout;
- 13.10.21 to use the Common Areas only to the extent required for ingress to and egress from the Designated Apartment of men, materials and utilities and without causing any obstruction or interference with the free ingress to and egress from the Project Land by the Vendors and the Promoter and all other persons entitled thereto.
- 13.10.22 To maintain at its own costs and expenses the firefighting system and equipments installed inside the Unit and to keep the Unit free from all hazards relating to fire
- 13.10.23 To keep the Designated Apartment and party walls, sewers, drainage, water, electricity, pipes, cables, wires and other connections fittings and installations, entrance and main entrance serving any other Unit in the Project in good and substantial repair and condition so as to support shelter and protect the other units/parts of the Designated Tower and not to do or cause to be done anything in or around the Designated Apartment which may cause or tend to cause or tantamount to cause or affect any damage to any flooring or ceiling of any other portion over below or adjacent to the Designated Apartment.
- 13.10.24 Not to do or permit to be done any act deed or thing which may render void or voidable any policy of Insurance on any unit or any part of the Designated Tower or may cause any increase in the premia payable in respect thereof.

- 13.10.25 Not to draw the electric lines/wires, television/DTH cables, broadband data cables and telephone cables to the Designated Apartment except only through the ducts and pipes provided therefor and further ensuring that no inconvenience is caused to the Promoter, the Vendors or to the other co-owners of the Designated Tower. The Purchaser shall under no circumstances be entitled to affix, draw or string wires, cables or pipes from, to or through any part or portion of the Designated Tower and/or the Project Land and/or outside walls of the Designated Tower save in the manner indicated by the Promoter or the Maintenance In-charge.
- 13.10.26 To allow the Maintenance In-charge, for the purpose of security, to restrict and regulate the entry of visitors into the Project. It being expressly understood that the internal security of the Designated Apartment shall always be the sole responsibility of the Purchaser.
- 13.10.27 Not to commit or permit to be committed any alteration or changes in, or draw from outside the Buildings at the Project, the pipes, conduits, cables, air- conditioner wiring, pipes and other fixtures and fittings serving the Designated Apartment and any other Unit in or portion of the Project.
- 13.10.28 To co-operate with the Maintenance In-charge in the management maintenance control and administration of the Project and the Project Land and other Common Purposes.
- 13.10.29 Keep the common areas, open spaces, parking areas, paths, passages, staircase, lobby, landings etc. in the Project Land free from obstructions and encroachments and in a clean and orderly manner and not deposit, store or throw or permit to be deposited, stored or thrown any goods articles or things or any rubbish or refuse or waste therein or in the Common Areas and the Project Land.
- 13.10.30 to use only the Common Areas and Installations according to the rules framed from time to time by the Promoter and/or the Association in this behalf.
- 13.10.31 To maintain at his own costs, the Unit (including but not limited to the grills installed thereat) and the Balcony, in the same good condition state and order in which it be delivered to him and to abide by and observe and perform all the relevant laws, norms, terms, conditions, rules and regulations and restrictions of the Government, Bidhannagar Municipal Corporation, WBSEDCL, Fire Service Authorities, Pollution Control authority and/or any statutory authority and/or local body with regard to the user and maintenance of the Designated Apartment as well as the user operation and maintenance of lifts, generators, tube-well, water, electricity, drainage, sewerage and other installations and facilities and amenities at the Project.
- 13.10.32 Not to alter the outer elevation or façade or colour scheme of the Designated Tower (including grills, verandahs, balcony, lounges, external doors and windows etc.,) or any part thereof in any manner whatsoever including by putting or installing any window or split model air-conditioned unit(s) at any place otherwise than at the place and in the manner as may be specified by the Promoter as aforesaid nor decorate nor affix any neon-sign, sign board or other thing on the exterior of the Designated Tower

otherwise than in the manner agreed by the Maintenance In-charge in writing or in the manner as near as may be in which it was previously decorated.

- 13.10.33 Not to install any box grill at the Unit or any of its windows nor to install any grill the design of which have not been suggested or approved by the Promoter or the Architects.
- 13.10.34 Not to fix or install any antenna on the roof or any part thereof nor shall fix any window antenna.
- 13.10.35 Not to use the Unit and the Parking Space, if any or any part thereof or any part of the Project as Guest House, Boarding & Lodging House, Hotel, Nursing Home, Meeting Place, religious congregation, Club, Eating & Catering Centre, Hobby Centre or any commercial, manufacturing or processing work etc., whatsoever or keep pets or animals which can be a danger to other co-owners.
- 13.10.36 Not to slaughter or permit to be slaughtered any live animal and/or bird in the Common Areas nor do any act deed or thing which may hurt or injure the sentiments of any of the other Apartment Owner and/or occupiers of the said project.
- 13.10.37 not to change/alter/modify the name of the Project and/or the Building therein from those mentioned in this Deed.
- 13.10.38 Not to do or permit any animal sacrifice or any festival or occasion which contains any bodily or physical harm to any person or animal at any part or portion of the Common Areas.
- 13.10.39 The Purchaser agree, declare and confirm that the right, title and interest of the Purchaser is and shall be confined only to the Unit, the Parking Space and the other components of the Designated Apartment and that the Promoter shall at all times be entitled to deal with and dispose of all other apartments, units, parking spaces/facilities, constructed spaces and portions of the Project in favour of third parties at such consideration and its sole discretion, which the Purchaser hereby accepts and to which the Purchaser, under no circumstances, shall be entitled to raise any objection.
- 13.10.40 The power backup from the Common Generator in the Project shall be commenced only upon 50% (fifty percent) of the Co-owners (other than the Vendors or the Promoter) taking possession of their respective Units in the Project and not before and the Purchaser, in case it takes possession of the Unit before the said time period stipulated for commencement of power backup from Common Generator, shall not raise any objection, dispute or claim in this behalf. The Promoter shall have the discretion to reduce or waive, at any time, the said requirement of minimum percentage of occupancy.
- 13.11 **Taxes and Outgoings:** The Purchaser binds himself and covenants to bear and pay and discharge the following amounts, taxes, expenses and outgoings ("**Taxes and Outgoings**"):

- 13.11.1 Property tax and/or Municipal rates and taxes and water tax, (if any) assessed on or in respect of the Designated Apartment directly to the Bidhannagar Municipal Corporation, BLLRO, and any other appropriate authority Provided That so long as the Designated Apartment is not assessed separately for the purpose of such rates and taxes, the Purchaser shall pay to the Maintenance In-charge the proportionate share of all such rates and taxes assessed on the Project Land.
- 13.11.2 All other taxes impositions levies cess and outgoings, betterment fees, development charges and/or levies under any statute rules and regulations whether existing or as may be imposed or levied at any time in future on or in respect of the Designated Apartment or any component thereof or the Tower or the Project Land and whether demanded from or payable by the Purchaser or the Maintenance In-charge and the same shall be paid by the Purchaser wholly in case the same relates to the Designated Apartment and proportionately in case the same relates to the Building or the Project Land or any part thereof.
- 13.11.3 Electricity charges for electricity consumed in or relating to the Unit(including any applicable minimum charges and proportionate share of transmission loss).
- 13.11.4 Charges for water, and other utilities consumed by the Purchaser and/or attributable or relatable to the Designated Apartment or any part thereof against demands made by the concerned authorities and/or the Maintenance In-charge and in using enjoying and/or availing any other utility or facility, if exclusively in or for the Designated Apartment, wholly and if in common with the other Co-owners, proportionately to the Maintenance In-charge or the appropriate authorities as the case may be.
- 13.11.5 Proportionate share of all Common Expenses (including those mentioned in **SCHEDULE E** hereto) to the Maintenance In-charge from time to time. In particular and without prejudice to the generality of the foregoing, the Purchaser shall pay to the Maintenance In-charge, recurring monthly maintenance charges calculated @ Rs. 4/- (Rupees four) only per Square foot per month of the Unit Area for CAM mentioned in clause 13.5.2.6 above. The said minimum rate shall be subject to revision from time to time as be deemed fit and proper by the Maintenance In-charge at its sole and absolute discretion after taking into consideration the common services provided.
- 13.11.6 Parking Space Maintenance Charges amounting to Rs. 500/- per annum per Parking Space, if any.
- 13.11.7 Proportionate share of the operation, fuel, club and maintenance cost of the generator proportionate to the load taken by the Purchaser.
- 13.11.8 Goods and Service Tax and all other overheads in respect of the aforesaid outgoings and taxes payable by the Purchaser as per the prevalent rates.
- 13.11.9 All penalty surcharge interest costs charges and expenses arising out of any delay default or negligence on the part of the Purchaser in payment of all or any of the aforesaid rates taxes impositions and/or outgoings proportionately or wholly as the case may be.
- 13.12 All payments to be made by the Purchaser shall, in case the same be monthly payments, be made to the Maintenance In-charge within the 7th day of each and

every month for which the same becomes due and otherwise within 7 days of the Maintenance In-charge leaving its bill for the same at the above address of the Purchaser or in the letter box earmarked for the Unit Provided That any amount payable by the Purchaser directly to any authority shall always be paid by the Purchaser within the stipulated due date in respect thereof and the Purchaser shall bear and pay the same accordingly and without any delay, demur or default and without raising any objection of any nature whatsoever. Part payment will not be accepted after the due dates.

- 13.12.1 The maintenance charges do not include any payment or contribution towards the Activity Centre payable by the Purchaser as per stipulations made elsewhere in this Deed therefor. The maintenance charges does not also include the costs and expenses for major repair, replacement, reinstatement etc., of the Common Areas and the Purchaser shall be bound to pay proportionate share of all expenses on account of such major repair, replacement, reinstatement etc., as be demanded by the Maintenance-In-Charge from time to time. Furthermore, the maintenance charges and all such payments shall be made by the Purchaser irrespective of whether or not the Purchaser uses or is entitled to or is able to use all or any of the Common Areas and any non user or non requirement thereof shall not be nor be claimed to be a ground for non payment or decrease in the liability of payment of the proportionate share of the Common Expenses by the Purchaser.
- 13.12.2 The liability of the Purchaser to pay the aforesaid Taxes and Outgoings shall accrue with effect from _____(hereinafter referred to as "the **Liability Commencement Date**").
- 13.12.3 In the event of the Purchaser failing and/or neglecting or refusing to make payment or deposits of the maintenance charges or any other amounts payable by the Purchaser under these presents and/or in observing and performing the House Rules then without prejudice to the other remedies available against the Purchaser hereunder, the Purchaser shall be liable to pay to the Maintenance-in-charge, interest at the prescribed rate as per the Act or Rules on all the amounts in arrears. Without prejudice to the liability of the Purchaser to pay interest as aforesaid, in case the failure and/or default in any payment by the Purchaser for two months then until such payment with applicable interest, the Purchaser and persons deriving rights through him shall be debarred from the benefits of use of the common facilities and the membership and use of the Activity Centre shall be suspended and the Maintenance-in-charge and Manager shall be entitled to withhold and stop all utilities and facilities (including electricity, lifts, generators, water, etc.) to the Purchaser and his employees guests agents tenants or licencees and/or the Designated Apartment. It is clarified that any debarring, suspension, withholding or stoppage as aforesaid shall not affect the continuing liabilities of the Purchaser in respect of payment of the Taxes and Outgoings and applicable interest during the period of such debar, suspension, withholding or stoppage.
- 13.12.4 It is further agreed that the Promoter shall not be liable if there be any disconnection or interruption in the use of electricity, generator, water, and other utilities etc., owing to any nonpayment of bills and charges by the Purchaser.

- 13.12.5 The Purchaser shall be and remain responsible for and to indemnify the Vendors, the Promoter and the Association against all damages costs claims demands and proceedings occasioned to the Project Land or any other part of the Buildings at the Project or to any person due to negligence or any act deed or thing made done or occasioned by the Purchaser and shall also indemnify the Vendors and the Promoter against all actions claims proceedings costs expenses and demands made against or suffered by the Vendors and/or the Promoter as a result of any act omission or negligence of the Purchaser or the servants agents licensees or invitees of the Purchaser and/or any breach or non-observance non-fulfillment or non-performance of the terms and conditions hereof to be observed fulfilled and performed by the Purchaser.
- 13.12.6 **Waiver:** The unsold apartments at the Project shall enjoy a waiver in respect of the Maintenance Charges for a period of 18 months from the date of the Completion Certificate.
- 13.12.7 Common Expenses (hereinafter referred to as "**Common Expenses**") shall be all fees, costs, charges and expenses to be paid or incurred in respect of the management, maintenance, administration, repair, replacement, upkeep, protection, insurance, security of the Buildings (except the Units therein), and the Common Areas and the parking spaces and for all other Common Purposes and include those mentioned in **SCHEDULE E** hereto.
- 13.13 **Acknowledgments, Exceptions and Reservations:** The Purchaser doth hereby unconditionally and irrevocably agree to the rights, entitlements and authorities of the Promoter under the provisions of this Deed fully and in all manner and shall not be entitled to raise any objection, dispute, hindrance or claim on any account whatsoever in respect thereof. Without affecting the generality of the foregoing, the Purchaser doth hereby authorize, allow and permit the Promoter to avail and/or exercise all or any of rights and authorities at any time and from time to time hereafter:-
- 13.13.1 In addition to the Project Land, the Promoter intends to acquire the right of development of further lands. Such added areas (hereinafter referred to as "**future phase lands**") may be developed as the further future phases of a complex of which the Project shall be the first phase. The Promoter shall, from time to time, be entitled to utilize any additional FAR or constructed area as may be sanctionable in respect of the Project Land in future phase lands and shall also be entitled to utilize any additional FAR or constructed areas as may be sanctionable in respect of the future phase land in the Project Land. Such utilization insofar as within the Project Land is concerned may be by construction of additional floors or storeys on the buildings or any towers thereof at the Project Land at any time before or after completion of construction of the buildings at the Project Land and such right is being hereby excluded and reserved unto the Promoter. The Purchaser accepts any consequential variation in the shares in land and Common Areas attributable to the Unit and agrees not to claim any amount or reduction of Price on account thereof. The Purchaser has been made aware to his acceptance about the possibility of the Promoter and/or the Vendors developing one or more building complex in in future phases on future phase lands ("**Future Phase**") and sharing of certain common areas, installations, amenities and facilities by the Purchasers/unit holders of the Project in common with unit holders of any Future Phase/s; the access to any Future Phase/s from the entry/exit gate opening and

passages/driveway of the Project. Furthermore, in case due to any changes in law or building rules or otherwise upon calculation, any additional FAR (Floor Area Ratio) area or constructible area in respect of the Project Land is or can be utilized, the Promoter shall be entitled thereto exclusively and the Promoter may utilize the same by constructing upon the Project and/or any Future Phase and/or parts in each. The Purchaser agrees and hereby provides informed consent to the aforesaid terms and conditions. However the Promoter shall not thereby reduce the constructed area at the Project nor the Common Areas meant therefor⁶.

- 13.13.2 The Project and any other Future Phase (if any) or any part thereof, as the Promoter may from time to time decide, shall be connected by certain electrical, telecom, data, digital, water, drainage and sewerage lines and junctions which may be common between the Project and Future Phase (if any) or any of them as decided by the Promoter. Any Future Phase lands shall be registered separate projects under such law.
- 13.13.3 There may be separate associations formed for the Project and/or Future Phase and there may be Federation of such associations for matters relating to common interest.
- 13.13.4 The Purchaser shall be bound to execute and/or register such supplementary agreements to effectuate and implement the integration and related terms and conditions as formulated by the Promoter in respect of the Project and any future phase.
- 13.13.5 For a regulated and disciplined use of the parking spaces, the Promoter has reserved the right to allot Parking Space to the interested persons applying for the same in an organized manner whereby each such interested person shall be allotted, Parking Space of the type applied by him in an identified dependent or independent space against parking space maintenance charges payable by such person.
- 13.13.6 The Promoter may at its sole discretion allot the parking space, if allotted to the Purchaser, at any place in the Project and/or any other Future Phase/s or any part thereof, as the Promoter may from time to time decide. The Promoter may also at its sole discretion allot any parking space to any Purchaser/co-owner of the Future Phase/s at any place in the Project and the Purchaser either independently or through the Association/Maintenance In-charge or any person claiming under them shall not object and/or obstruct the Promoter or the concerned Purchaser/co-owner in any manner whatsoever in using such parking space.
- 13.13.7 The Promoter shall at all times also be entitled to put the name of the Project and/or the name, design and/or logo of the Promoter and/or its associated group/brands at the Roof, façade, boundary, common areas and/or any other

⁶ Clause may undergo changes as per the factual situation at the time of preparation of Sale Deed for its execution

places in the Project by way of neon-sign, hoardings, signages, sign boards etc., (hereinafter referred to "as Project Branding") and the Purchaser or the Association shall not be entitled to obstruct, remove or block the same in any manner whatsoever or howsoever. The Purchaser has no objection nor will at any time be entitled to raise any objection to any hoardings, neon sign, billboards, advertisements, signage (of any size and constructed of any material and the same, with or without illumination) of the brand name "**Bhawani Group**", "**Bhawani Paraiso**" etc., ("Said Signage") of the Promoter being erected on the roof and/or the parapet walls and/or the façade of the Project and also the boundary walls of the Project. The space for the Said Signage shall be deemed to have been excluded out of the subject matter of sale and shall always belong to the Promoter. The Promoter shall maintain the Said Signage at its own cost if the Said Signage is illuminated, the Promoter shall bear the charges for actual electricity consumed for illumination on the basis of a separate meter specifically installed for this purpose. Neither the Purchaser nor the Purchaser's successor-in-interest shall at any time do any act, deed or thing which affects or hinders the absolute and unfettered right of the Promoter to put up the Said Signage and enjoy the benefits of the Said Signage. It is clarified that for the purpose of maintaining, managing, repairing, replacing, adding or altering the Said Signage, the Promoter and/or the men and agents of the Promoter shall at all times have the right of access to the areas in which the Said Signage are constructed and/or installed without any obstruction or hindrance either from the Purchaser or the Maintenance In-charge. The Purchaser further agrees not to use the name/mark "**Bhawani Group**", "**Bhawani Paraiso**" in any form or manner, in any medium (real or virtual), for any purpose or reason whatsoever save and except for the purpose of address of the Unit and if the Purchaser does so, the Purchaser shall be liable to pay damages to the Promoter and shall further be liable for prosecution for use of such mark.

- 13.13.8 The Promoter shall be entitled to negotiate with and enter upon contracts (on such terms and conditions as the Promoter in their sole discretion, may think fit and proper) with the vendors, suppliers and providers of facilities including but not limited to setting up telecom, data transmission, v-sat, television, internet, transformer, compactor, earth pits, generators, invertors, wires and installations and any other facility anywhere at the Designated Tower or spaces surrounding the same including but not limited to their respective roofs, against applicable charges and terms and conditions therefor. The Promoter shall be entitled to put up or permit the putting up of antennae, pitch turfs, towers, dish antenna, telecommunication and/or electronic equipments and devices and other related installations in respect of such facilities and/or services on the roof of the Buildings or any of them or any other part of the Project. If any consideration, rent, hiring charges etc., is receivable from any such vendors/suppliers/providers then any surplus arising upon excluding all costs, charges and expenses and all statutory taxes, levies, cess and outgoings in respect thereof shall belong to the Promoter.
- 13.13.9 The Purchaser has agreed that for the benefit of the Project, the Promoter shall be allowed to make any additions and alterations in the sanctioned plans, layout plans and specifications of the Project including the Common Areas without

changing the layout, specification and carpet area of the Unit as may be necessary due to architectural and structural reason on recommendation of the Architect. The Purchaser unconditionally accepts and consents to the same and shall not raise any objection whatsoever in this regard.

13.14 COMPLIANCE WITH RESPECT TO THE APARTMENT:

13.14.1 The Purchaser shall with effect from the Liability Commencement Date, be solely responsible to comply with the House Rules/Association Bye-laws and maintain the Unit at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Buildings, or the Unit, Parking Space, if any, or the common areas including staircases, lifts, common passages, corridors, circulation areas or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the Designated Apartment and keep the Designated Apartment, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized.

13.14.2 The Purchaser further undertakes, assures and guarantees that he/she would not put any sign-board / name-plate, neon light, publicity material or advertisement material etc. on the face façade of the Building or anywhere on the exterior of the Project, buildings therein or Common Areas. The Purchaser shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Purchaser shall not store any hazardous or combustible goods in the Designated Apartment or place any heavy material in the common passages or staircase of the Building. The Purchaser shall also not remove any wall including the outer and load bearing wall of the Designated Apartment.

13.14.3 The Purchaser shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter by the Maintenance In-charge. The Purchaser shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

14 **COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY THE PURCHASER:** The Purchaser is entering into this Deed with full knowledge of all the laws, rules, regulations, notifications applicable to the Project in general and this Project in particular. The Purchaser hereby undertakes that he shall comply with and carry out, from time to time after he has taken over for occupation and use the said Unit, all the requirements, requisitions, demands and repairs which are required by any competent Authority in respect of the Unit at his own cost.

15 **ADDITIONAL CONSTRUCTIONS:** The Promoter undertakes that it has no right to make additions or to put up additional structure(s) anywhere in the Project after the occupancy certificate in respect of the Building in the Project has been issued by the competent authority(ies) except as provided for elsewhere in these presents and/or in the Act.

- 16 **ENTIRE CONTRACT:** This Deed along with its schedules read with the consistent terms and conditions of the Sale Agreement shall henceforth constitute the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the Designated Apartment.
- 17 **PROVISIONS OF THIS DEED APPLICABLE ON PURCHASER/SUBSEQUENT PURCHASERS:** It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Designated Apartment and the Project shall equally be applicable to and enforceable against and by any subsequent purchaser of the Designated Apartment, in case of a transfer, as the said obligations go along with the Designated Apartment for all intents and purposes.
- 18 **WAIVER NOT A LIMITATION TO ENFORCE:** Failure on the part of the Parties to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision.
- 19 **SEVERABILITY:** If any provision of this Deed shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Deed unless the same are capable of having been agreed by the parties and/or consented to by the Purchaser shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Deed and to the extent necessary to conform to Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this Deed shall remain valid and enforceable as applicable at the time of execution of this Deed.
- 20 **METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE DEED:** Wherever in this Deed it is stipulated that the Purchaser has to make payment, in common with other co-owner(s) in the Project, the same shall be the proportion which the carpet area of the Unit bears to the total carpet area of all the Unit in the Project.
- 21 **FURTHER ASSURANCES:** All Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Deed.
- 22 **PLACE OF EXECUTION:** The execution of this Deed shall be completed only upon its execution by the parties. Hence this Deed shall be deemed to have been executed at Kolkata.
- 23 **NOTICES:** That all notices to be served on the Purchaser and the Promoter as contemplated by this Deed shall be deemed to have been duly served if sent to the Purchaser or the Promoter by Registered Post at their respective addresses mentioned in the Sale Agreement. It shall be the duty of the Purchaser and the Promoter to inform each other of any change in address subsequent to the execution of this Deed in the above

address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the Promoter or the Purchaser, as the case may be.

- 24 **GOVERNING LAW:** That the rights and obligations of the parties under or arising out of this Deed shall be construed and enforced in accordance with the Act and the Rules and Regulations made thereunder including other applicable laws of India for the time being in force.
- 25 **DISPUTE RESOLUTION:** All or any disputes arising out or touching upon or in relation to the terms and conditions of this Deed, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion, failing which the same shall be settled through the Adjudicating Officer appointed under the Act or as amended from time to time and all disputes and differences relating to the Designated Apartment in the Project shall be subject to exclusive jurisdiction of Courts at Kolkata only.
- 26 **OTHER TERMS AND CONDITIONS:** The other terms and conditions as per the contractual understanding between the parties have been incorporated in the Schedules hereto.

SCHEDULE 'A'

PROJECT LAND

1. **All That** piece and parcel of land containing an area of 2.6538 acre or 265.38 Satak more or less situate lying at and comprising of entire (i) L.R. Dag No. 4317 (measuring 8 satak) recorded in L.R. Khatian Nos. 6514, 7585, (ii) L.R. Dag No. 4318 (measuring 10 satak) recorded in L.R. Khatian Nos. 6514, 7585, (iii) L.R. Dag No. 4319 (measuring 51 satak) recorded in L.R. Khatian Nos. 6502, 6514, 7585, 25311 and (iv) L.R. Dag No. 4332 (measuring 116 satak) recorded in L.R. Khatian Nos. 5629, 6514, 7585, 7598, 21753 and divided and demarcated portions of (i) L.R. Dag No. 3459 (measuring 5.58 satak out of 42 satak) recorded in L.R. Khatian Nos. 6514, 7585, 21881, (ii) L.R. Dag No.4320 (measuring 13.22 satak out of 24 satak) recorded in L.R. Khatian Nos. 6514, 7585, 24718, (iii) L.R. Dag No.4322 (measuring 21.50 satak out of 41 satak) recorded in L.R. Khatian Nos. 6514, 7585, 21753, (iv) L.R. Dag No.4325 (measuring 3 satak out of 26 satak) recorded in L.R. Khatian No. 7586, (v) L.R. Dag No.4326 (measuring 3 satak out of 26 satak) recorded in L.R. Khatian No. 21292, (vi) L.R. Dag No. 4327(measuring 3.08 satak out of 29 satak) recorded in L.R. Khatian No. 8488, (vii) L.R. Dag No. 4328 (measuring 4 satak out of 26 satak) recorded in L.R. Khatian No. 8488, (viii) L.R. Dag No. 4331 (measuring 8 satak out of 18 satak) recorded in L.R. Khatian No. 22758, (ix) L.R. Dag No. 4334(measuring 19 satak out of 58 satak) recorded in L.R. Khatian No. 22758, all in Mouza Gopalpur, J.L. No. 2 and being Holding No. AS/526/05/04, Street/Lane : Gopalpur under Bidhannagar Municipal Corporation under Police Station Narayanpur (formerly Airport and theretofore Rajarhat) in the District of North 24 Parganas

SCHEDULE A-1

(CHAIN OF TITLE)

1. **Re : Dag No. 3459 – Total Area in Dag 42 Satak, Subject Area– 5.68 Satak (“Dag 3459 Property”)**
- 1.1. By Sale Deed dated 14th March, 1959 and registered with the Sub-Registrar Cossipore Dum Dum, District North 24 Parganas in Book No. I, Volume No. 52, Pages 25 to 28 Being No. 2712 for the year 1959 one Abdul Latif Mondal, Raimonnesa Bibi and Karimonnesa Bibi, for the consideration therein mentioned, sold to Rajab Ali Baidya All That piece and parcel of land comprised in the entire said Dag No. 3459, absolutely and forever.
- 1.2. The said Rajab Ali Baidya, a Mahomedan, died intestate leaving him surviving his three sons Noor Ali Baidya, Shaukat Ali Baidya and Gholam Ali Baidya as his only heirs and legal representatives who upon his death inherited and became the owners of the said Dag No. 3459.
- 1.3. By Sale Deed dated 12th September, 1990 and registered with the Additional District Sub-Registrar Bidhannagar in Book No. I, Volume No. 147, Pages 377 to 384 Being No. 6283 for the year 1990 Noor Ali Baidya and Shaukat Ali Baidya, for the consideration therein mentioned, sold to Asrar Ahmed All That portion containing an area of 1.65 Satak more or less out of and in in the said Dag No. 3459 absolutely and forever.
- 1.4. By Sale Deed dated 11th February, 1991 and registered with the Additional District Sub-Registrar Bidhannagar in Book No. I, Volume No. 15, Pages 181 to 186 Being No. 769 for the year 1991 the said Asrar Ahmed, for the consideration therein mentioned, sold to Fakir Mohammad All That his entire portion out of and in the said Dag No. 3459 absolutely and forever.
- 1.5. By Sale Deed dated 26th August, 1992 and registered with the Additional District Sub-Registrar Bidhannagar in Book No. I, Volume No. 180, Pages 33 to 40 Being No. 8276 for the year 1992 the said Fakir Mohammad, for the consideration therein mentioned, sold unto and in favour Ashok Kumar Jaiswal All That his entire portion out of and in the said Dag No. 3459 absolutely and forever.
- 1.6. By Sale Deed dated 04th May, 2012 and registered with the District Sub-Registrar- II Barasat in Book No. I, Volume No. 20, Pages 1341 to 1366 Being No. 06379 for the year 2012 the said Ashok Kumar Jaiswal, for the consideration therein mentioned, sold to Babulal Verma All That his entire portion out of and in the said Dag No. 3459 absolutely and forever.
- 1.7. The said Shaukat Ali Baidya, a Mahomedan, died intestate on 30th April, 2005 leaving him surviving his wife Anowara Begum, 3 sons Sajjad Ali Baidya, Ansar Ali Baidya, Mohammad Ali Baidya and 4 daughters Asma Begum, Ajmira Begum, Tajmira Bibi, Khasmira Bibi as his only heirs and legal representatives who upon his death inherited and became the owners of the his entire part or share of and in the said Dag No. 3459.
- 1.8. By Sale Deed dated 05th October, 2015 and registered with the District Sub-Registrar- II Barasat, in Book No. I, Volume No. 1502-2015, Pages 36321 to 36355 Being No. 150203004 for the year 2015 the said Asma Begum, Ajmira Begum, Tajmira Bibi and Khasmira Bibi, for the consideration therein mentioned, sold to Kamal Verma All That

portion containing an area of 2.48 Satak more or less out of and in the said Dag No. 3459, absolutely and forever.

- 1.9. The said Gholam Ali Baidya, a Mahomedan, died intestate leaving him surviving his only son Mosta Ali Baidya and two daughters Anjuman Khatun and Monoyara Khatun as his only heirs and legal representatives who upon his death inherited and became entitled to his entire part or share out of and in the said Dag No. 3459.
- 1.10. By Sale Deed dated 07th April, 2017 and registered with the District Sub-Registrar- II Barasat, in Book No. I, Volume No. 1502-2017, Pages 25854 to 25880 Being No. 150201053 for the year 2017 the said Mosta Ali Baidya, Anjuman Khatun and Monoyara Khatun, for the consideration therein mentioned, sold to Babulal Verma All That portion containing an area of 0.50 Satak more or less out of and in the said Dag No. 3459 absolutely and forever.
- 1.11. By Sale Deed dated 25th November, 2016 and registered with the District Sub-Registrar- II Barasat, in Book No. I, Volume No. 1502-2016, Pages 93967 to 93989 Being No. 150203778 for the year 2016 the said Shahid Ali Baidya, for the consideration therein mentioned, sold to Babulal Verma All That portion containing an area of 1.14 Satak more or less out of and in the said Dag No. 3459 absolutely and forever.
- 1.12. The said Babulal Verma, a Hindu died intestate on 14th February, 2021 leaving him surviving his two sons Ramesh Verma and Suresh Verma as his only heirs and legal representatives (wife of Babulal Verma Smt. Sumitra Devi Verma predeceased) who upon his death inherited and became entitled to his entire portion out of and in the said Dag No. 3459 absolutely.
- 1.13. The names of Suresh Verma, Ramesh Verma and Kamal Verma were recorded in the L.R. Records of Rights under L.R. Khatian Nos. 6514, 7585 and 21881.
- 1.14. By Sale Deed dated 15th March, 2023 and registered with the Additional District Sub-Registrar Bidhannagar, District North 24 Parganas, in Book No. I, Volume No. 1504-2023, Pages 23934 to 23960 Being No. 150400579 for the year 2023 the said Kamal Verma, for the consideration therein mentioned, sold to Radha Rani Jena All That his entire portion containing an area of 2.48 Satak more or less out of and in the said Dag No. 3459 absolutely and forever.
- 1.15. The said Suresh Verma, Ramesh Verma and Radha Rani Jena became the owners of the Dag 3459 Property with the said Suresh Verma (the Vendor No. 1.5), owning 1.56 Satak, Ramesh Verma (the Vendor No. 1.1) owning 1.56 Satak and Radha Rani Jena (the Vendor No. 1.11) owning 2.56 Satak more or less.
2. **Re : Dag No. 4317 – Total Area in Dag 8 Satak, Subject Area– 8 Satak (“Dag 4317 Property”)**
- 2.1. One Subhasini Debi who was the sole and absolute owner of the Dag 4317 Property, died intestate as a Hindu leaving her surviving two sons Khagapati Ghosh and Nabapati Ghosh as her sole heirs and legal representatives who both upon her death inherited and became entitled to the Dag 4317 Property absolutely.

- 2.2. The said Khagapati Ghosh a Hindu died intestate leaving him surviving his wife Santi Sudha Ghosh and two sons Samir Ghosh and Chandan Ghosh as his only heirs and legal representatives who all upon his death inherited and became entitled to his entire part or share of and in the said Dag 4317 Property absolutely.
- 2.3. The said Nabapati Ghosh a Hindu died intestate leaving him surviving his wife Menoka Ghosh three sons Subrata Ghosh, Dilip Ghosh, Debabrata Ghosh and one daughter Swapna Ghosh as his only heirs and legal representatives who all upon his death inherited and became entitled to his entire part or share of and in the said Dag 4317 Property absolutely.
- 2.4. By Sale Deed dated 17th February, 1990 and registered with the Additional District Sub-Registrar Bidhannagar, in Book No. I, Volume No. 24, Pages 293 to 300 Being No. 1106 for the year 1990 the said Samir Ghosh, Chandan Ghosh, Shanti Sudha Ghosh, Menoka Ghosh, Subrata Ghosh, Dilip Ghosh, Debabrata Ghosh and Swapna Ghosh, for the consideration therein mentioned, sold to one Prasanna Kumar Gan and Samir Kumar Mullick All That portion containing an area of 5.76 Satak more or less out of and in the said Dag 4317 Property absolutely and forever.
- 2.5. By Sale Deed dated 17th February, 1990 and registered with the Additional District Sub-Registrar Bidhannagar, in Book No. I, Volume No. 24, Pages 301 to 308 Being No. 1107 for the year 1990 the said Samir Ghosh, Chandan Ghosh, Shanti Sudha Ghosh, Menoka Ghosh, Subrata Ghosh, Dilip Ghosh, Debabrata Ghosh and Swapna Ghosh, for the consideration therein mentioned, sold to one Namita Dey All That portion containing an area of 0.9 Satak more or less out of and in the said Dag 4317 Property absolutely and forever.
- 2.6. By Sale Deed dated 17th February, 1990 and registered with the Additional District Sub-Registrar Bidhannagar, in Book No. I, Volume No. 24, Pages 309 to 316 Being No. 1108 for the year 1990 the said Samir Ghosh, Chandan Ghosh, Shanti Sudha Ghosh, Menoka Ghosh, Subrata Ghosh, Dilip Ghosh, Debabrata Ghosh and Swapna Ghosh, for the consideration therein mentioned, sold to one Manimala Barman All That portion containing an area of 13 Chittacks or 1.34 Satak more or less out of and in the said Dag 4317 Property absolutely and forever.
- 2.7. By Sale Deed dated 05th July, 1991 and registered with the Additional District Sub-Registrar Bidhannagar, in Book No. I, Volume No. 105, Pages 345 to 348 Being No. 5834 for the year 1991 the said Samir Kumar Mullick, for the consideration therein mentioned, sold to one Prasanna Kumar Gan All That portion containing an area of 11 Chittacks more or less out of and in the said Dag 4317 Property absolutely and forever.
- 2.8. By Sale Deed dated 03rd August, 1994 and registered with the Additional District Sub-Registrar Bidhannagar, in Book No. I, Volume No. 115, Pages 157 to 164 Being No. 5337 for the year 1994 the said Prasanna Kumar Gan, for the consideration therein mentioned, sold to one Chandana Bose All That his entire portion containing an area of 11 Chittacks more or less out of and in the said Dag 4317 Property absolutely and forever.
- 2.9. By Sale Deed dated 05th September, 2006 and registered with the District Sub-Registrar-II Barasat in Book No. I, Volume No. 3, Pages 7912 to 7930 Being No. 2449 for the year

2007 the said Namita Dey, for the consideration therein mentioned, sold to the said Babulal Verma All That her entire portion containing an area of 09 Chittacks more or less out of and in the said Dag 4317 Property absolutely and forever.

- 2.10. By Sale Deed dated 08th September, 2006 and registered with the District Sub-Registrar-II Barasat in Book No. I, Volume No. 3, Pages 7931 to 7949 Being No. 2450 for the year 2007 the said Manimala Barman, for the consideration therein mentioned, sold to the said Babulal Verma All That her entire portion containing an area of 13 Chittacks more or less out of and in the said Dag 4317 Property absolutely and forever.
- 2.11. By Sale Deed dated 05th September, 2006 and registered with the District Sub-Registrar-II Barasat, in Book No. I, Volume No. 3, Pages 7950 to 7966 Being No. 2451 for the year 2007 the said Chandana Bose, for the consideration therein mentioned, sold to the said Babulal Verma All That her entire portion containing an area of 11 Chittacks more or less out of and in the said Dag 4317 Property absolutely and forever.
- 2.12. By Sale Deed dated 12th September, 2007 and registered with the Additional District Sub-Registrar Bidhannagar, in Book No. I, Volume No. 3, Pages 8003 to 8017 Being No. 2729 for the year 2008 the said Samir Mullick, for the consideration therein mentioned, sold to the said Babulal Verma All That his entire remaining portion containing an area of 02 Cottahs 13 Chittacks or 4.64 Satak more or less out of and in the said Dag 4317 Property absolutely and forever.
- 2.13. On the intestate death of the said Babulal Verma as aforesaid, his two sons the said Ramesh Verma and Suresh Verma inherited and became entitled to his entire portion out of and in the said Dag No. 4317 Property absolutely.
- 2.14. The names of Suresh Verma and Ramesh Verma were recorded in the L.R. Records of Rights under L.R. Khatian Nos. 6514 and 7585.
- 2.15. The said Suresh Verma and Ramesh Verma became the owners of the Dag 4317 Property with the said Suresh Verma (the Vendor No. 1.5), owning 1.7 Satak and Ramesh Verma (the Vendor No. 1.1) owning 6.3 Satak.

3. **Re : Dag No. 4318 – Total Area in Dag 10 Satak, Subject Area– 10 Satak (“Dag 4318 Property”)**

- 3.1. By Sale Deed dated 04th June, 1991 and registered with the Additional District Sub-Registrar Bidhannagar in Book No. I, Volume No. 81, Pages 437 to 442 Being No. 4479 for the year 1991 one Kalicharan Ghosh, Shailendra Nath Ghosh and Balai Chandra Ghosh, for the consideration therein mentioned, sold to the said Namita Dey All That portion containing an area of 02 Cottahs or 3.3 Satak more or less out of and in the said Dag4318 Property absolutely and forever.
- 3.2. By Sale Deed dated 04th June, 1991 and registered with the Additional District Sub-Registrar Bidhannagar, in Book No. I, Volume No. 81, Pages 407 to 412 Being No. 4475 for the year 1991 the said Kalicharan Ghosh, Shailendra Nath Ghosh and Balai Chandra Ghosh, for the consideration therein mentioned, sold to the said Manimala Barman All

That portion containing an area of 02 Cottahs or 3.3 Satak more or less out of and in the said Dag 4318 Property absolutely and forever.

- 3.3. By Sale Deed dated 04th June, 1991 and registered with the Additional District Sub-Registrar Bidhannagar, in Book No. I, Volume No. 81, Pages 401 to 406 Being No. 4474 for the year 1991 the said Kalicharan Ghosh, Shailendra Nath Ghosh and Balai Chandra Ghosh, for the consideration therein mentioned, sold to the said Prasanna Kumar Gan All That portion containing an area of 02 Cottahs 01 Chittack or 3.4 Satak more or less out of and in the said Dag 4318 Property absolutely and forever.
- 3.4. By the said Sale Deed dated 03rd August, 1994 and registered with the Additional District Sub-Registrar Bidhannagar, in Book No. I, Volume No. 115, Pages 157 to 164 Being No. 5337 for the year 1994 the said Prasanna Kumar Gan, for the consideration therein mentioned, sold his respective share to the said Chandana Bose All That his entire portion containing an area of 02 Cottahs 01 Chittack more or less out of and in the said Dag 4318 Property absolutely and forever.
- 3.5. By the said Sale Deed dated 05th September, 2006 and registered with the District Sub-Registrar- II Barasat, in Book No. I, Volume No. 3, Pages 7912 to 7930 Being No. 2449 for the year 2007 the said Namita Dey, for the consideration therein mentioned, sold to the said Babulal Verma All That her entire portion containing an area of 02 Cottahs more or less out of and in the said Dag 4318 Property absolutely and forever.
- 3.6. By the said Sale Deed dated 08th September, 2006 and registered with the District Sub-Registrar- II Barasat, in Book No. I, Volume No. 3, Pages 7931 to 7949 Being No. 2450 for the year 2007 the said Manimala Barman, for the consideration therein mentioned, sold her share to the said Babulal Verma All That her entire portion containing 02 Cottahs more or less out of and in the said Dag 4318 Property, absolutely and forever.
- 3.7. By the said Sale Deed dated 05th September, 2006 and registered with the District Sub-Registrar- II Barasat, in Book No. I, Volume No. 3, Pages 7950 to 7966 Being No. 2451 for the year 2007 the said Chandana Bose, for the consideration therein mentioned, sold her share to Babulal Verma All That her entire portion containing 02 Cottahs 01 Chittack Satak more or less out of and in the said Dag 4318 Property, absolutely and forever.
- 3.8. On the intestate death of the said Babulal Verma as aforesaid, his two sons the said Ramesh Verma and Suresh Verma inherited and became entitled to his entire portion out of and in the said Dag 4318 Property absolutely.
- 3.9. The names of Suresh Verma and Ramesh Verma were recorded in the L.R. Records of Rights under L.R. Khatian Nos. 6514 and 7585.
- 3.10. The said Suresh Verma and Ramesh Verma became the owners of the Dag 4318 Property with the said Suresh Verma (the Vendor No. 1.5), owning 5 Satak and Ramesh Verma (the Vendor No. 1.1) owning 5 Satak.
4. **Re : Dag No. 4319 – Total Area in Dag 51 Satak, Subject Area –51 Satak (“Dag 4319 Property”)**

- 4.1. One Babur Ali Mondal, a Mohamedan died intestate leaving him surviving his only son Abdul Latif Mondal as his only heir and legal representative who upon his death inherited and became entitled to his entire part or share of and in the said Dag No. 4319.
- 4.2. One Echahak Mondal, a Mohamedan died intestate leaving him surviving his wife Noorjahan Bibi and 2 sons Mostakim Mondal and Mostabir Mondal as his only heirs and legal representatives who upon his death inherited and became entitled to his entire part or share of and in the said Dag No. 4319.
- 4.3. By Sale Deed dated 20th June, 2007 and registered with the District Sub-Registrar- II Barasat in Book No. I, Volume No. 13, Pages 5881 to 5897 Being No. 07056 for the year 2007 the said Abdul Latif Mondal, Noorjahan Bibi, Mostakim Mondal and Mostabir Mondal for the consideration therein mentioned, sold to one Shakila Bibi All That portion containing an area of 16 Satak more or less out of and in the said Dag No. 4319 absolutely and forever.
- 4.4. By a Deed of Gift dated 30th November, 2016 and registered with the District Sub-Registrar- II Barasat, in Book No. I, Volume No. 1502-2016, Pages 94668 to 94687 Being No. 150203808 for the year 2016 the said Sakila Bibi conveyed and transferred, by way of gift, to her son Sujan Mondal All That portion containing an area of 8.25 satak more or less out of and in the said Dag No. 4319 absolutely and forever.
- 4.5. By Sale Deed dated 05th February, 1968 and registered with the Sub-Registrar Cossipore Dum Dum, in Book No. I, Volume No. 22, Pages 71 to 73 Being No. 862 for the year 1968 one Muchhak Mondal and Yachhin Mondal, for the consideration therein mentioned, sold to one Tarak Nath Pal All That portion containing an area of 14 Satak more or less out of and in the said Dag No. 4319 absolutely and forever.
- 4.6. By Sale Deed dated 18th June, 1976 and registered with the Sub-Registrar Cossipore Dum Dum, in Book No. I, Volume No. 69, Pages 257 to 269 Being No. 4093 for the year 1976 the said Tarak Nath Pal, for the consideration therein mentioned, sold to Kishore Kumar Ghosh All That his entire portion containing an area of 14 Satak more or less out of and in the said Dag No. 4319 absolutely and forever.
- 4.7. By three Deeds of Sale the said Kishore Kumar Ghosh, for the consideration therein respectively mentioned sold his entire portion containing an area of 0.14 Satak more or less out of and in the said Dag No. 4319 absolutely and forever as follows:-
 - 4.7.1. By Deed dated 06th April, 1994 and registered with the Additional District Sub-Registrar Bidhannagar, in Book No. I, Volume No. 39, Pages 397 to 404, Being No. 1733 for the year 1994, Sanowar Mal Sharma was sold All That portion containing an area of 7.97 Satak more or less.
 - 4.7.2. By Deed dated 06th April, 1994 and registered with the Additional District Sub-Registrar Bidhannagar, in Book No. I, Volume No. 40, Pages 1 to 11, Being No. 1734 for the year 1994, Bablu Roy Choudhury, Ashim Kumar Dey, Madan Lal Saraf and Md. Noimuddin were sold All That portion containing an area of 4.49 Satak more or less.

- 4.7.3. By Deed dated 09th April, 2013 and registered with the District Sub-Registrar- II Barasat, in Book No. I, Volume No. 19, Pages 1552 to 1569 Being No. 05055 for the year 2013 Suresh Verma was sold All That the remaining portion.
- 4.8. By Sale Deed dated 28th December, 2007 and registered with the Additional District Sub-Registrar Bidhannagar in Book No. I, Volume No. 6, Pages 6600 to 6614 Being No. 07300 for the year 2007 the said Sanowar Mal Sharma, for the consideration therein mentioned, sold to Sumitra Devi Verma All That his entire portion containing an area of 7.97 Satak more or less out of and in the said Dag No. 4319 absolutely and forever.
- 4.9. By Sale Deed dated 24th March, 2008 and registered with the Additional District Sub-Registrar Bidhannagar in Book No. I, Volume No. 4, Pages 7612 to 7626 Being No. 03856 for the year 2008 the said Bablu Roy Choudhury, Ashim Kumar Dey, Madan Lal Saraf and Md. Noimuddin, for the consideration therein mentioned, sold to the said Babulal Verma All That their entire portion containing an area of 4.49 Satak more or less out of and in the said Dag No. 4319 absolutely and forever.
- 4.10. One Bakku Mondal, a Mohamedan died intestate leaving him surviving his only son Rahim Box Mondal and 2 wives Mosammat Hurannecha Bibi and Mosammat Jobeda Bibi as his only heirs and legal representatives who upon his death inherited and became the owner of his entire part or share of and in the said Dag No. 4319.
- 4.11. By Sale Deed dated 01st November, 1961 registered with the Sub-Registrar Cossipore Dum Dum, in Book No. I, Volume No. 113, Pages 284 to 288 Being No. 8288 for the year 1961 the said Rahim Box Mondal, Mosammat Hurannecha Bibi and Mosammat Jobeda Bibi, for the consideration therein mentioned, sold to Hazi Jahur Ali Mondal All That portion containing an area of 36 Satak more or less out of and in the said Dag No. 4319 absolutely and forever.
- 4.12. By Sale Deed dated 11th March, 1963 registered with the Sub-Registrar Cossipore Dum Dum, in Book No. I, Volume No. 32, Pages 175 to 176 Being No. 1911 for the year 1963 the said Hazi Jahur Ali Mondal, for the consideration therein mentioned, sold to one Adbul Rahim Biswas All That portion containing an area of 16.5 Satak more or less out of and in the said Dag No. 4319 absolutely and forever.
- 4.13. By Sale Deed dated 12th November, 1968 registered with the Sub-Registrar Cossipore Dum Dum, in Book No. I, Volume No. 118, Pages 34 to 37 Being No. 8120 for the year 1968 the said Adbul Rahim Biswas, for the consideration therein mentioned, sold to one Anil Kumar Ghosh and Sachindra Nath Ghosh All That portion containing an area of 16.5 Satak more or less out of and in the said Dag No. 4319 absolutely and forever.
- 4.14. By Sale Deed dated 12th November, 1968 registered with the Sub-Registrar Cossipore Dum Dum, in Book No. I, Volume No. 119, Pages 49 to 51 Being No. 8125 for the year 1968 the said Hazi Jahur Ali Mondal, for the consideration therein mentioned, sold to Anil Kumar Ghosh and Sachindra Nath Ghosh All That his entire remaining portion containing an area of 19.5 Satak more or less out of and in the said Dag No. 4319 absolutely and forever.
- 4.15. The said Anil Kumar Ghosh, a Hindu died intestate leaving him surviving his wife Smt. Manjuri Ghosh, 2 sons Ashoke Kumar Ghosh, Kishore Kumar Ghosh and 2 daughters Sikha

Ghosh and Dipali Ghosh as his only heirs and legal representatives who all upon his death inherited and became the owners of his entire part or share of and in the said Dag No. 4319.

- 4.16. By Sale Deed dated 15th June, 2007 and registered with the District Sub-Registrar- II Barasat in Book No. I, Volume No. 7, Pages 10262 to 10280 Being No. 05901 for the year 2008 the said Sachindra Nath Ghosh, Manjuri Ghosh, Ashoke Kumar Ghosh, Kishore Kumar Ghosh, Sikha Ghosh and Dipali Ghosh, for the consideration therein mentioned, sold to Suresh Verma (the Vendor No. 1.5 hereto) All That portion containing an area of 20 Satak more or less out of and in the said Dag No. 4319 absolutely and forever.
- 4.17. One Jahidan Bibi alias Jahida Bibi, a Mohamedan died intestate on 13th April, 1994 leaving her surviving her two sons Abdul Kalam, Abdul Chalam and 5 daughters Ambiya Bibi, Aflia Bibi, Rabiya Bibi, Hamida Bibi and Sahida Bibi as her only heirs and legal representatives who upon her death inherited and became the owners of her entire part or share of and in the said Dag No. 4319.
- 4.18. The said Sahida Bibi, a Mohamedan died intestate 13th August, 2012 leaving her surviving her husband Abdur Rahaman and her only son Md. Shamin Alam as her only heir and legal representatives who upon her death inherited and became the owners of her entire part or share of and in the said Dag No. 4319.
- 4.19. By Sale Deed dated 02nd August, 2013 and registered with the District Sub-Registrar- II Barasat, in Book No. I, Volume No. 38, Pages 4436 to 4452 Being No. 10673 for the year 2013 Abdul Kalam, Abdul Chalam, Ambiya Bibi, Aflia Bibi, Rabiya Bibi, Hamida Bibi and Md. Shamin Alam, for the consideration therein mentioned, sold jointly their respective shares to Suresh Verma All That portion containing an area of 1 Satak more or less out of and in the said Dag No. 4319 absolutely and forever.
- 4.20. One Amena Bibi, a Mohamedan died intestate leaving her surviving her 1 son Mostakin Mondal and 1 daughter Nurnehar Bibi as her only heirs and legal representatives who upon her death inherited and became entitled to her entire part or share of and in the said Dag No. 4319.
- 4.21. By Sale Deed dated 16th July, 2014 and registered with the District Sub-Registrar- II Barasat, in Book No. I, Volume No. 9, Pages 4205 to 4220 Being No. 04148 for the year 2014 the said Mostakin Mondal and Nurnehar Bibi, for the consideration therein mentioned, sold jointly their respective shares to Babulal Verma All their entire portion containing an area of 0.77 Satak more or less out of and in in the said Dag No. 4319 absolutely and forever.
- 4.22. The said Sumitra Devi Verma, a Hindu died intestate leaving her surviving her husband Babulal Verma and two sons Ramesh Verma and Suresh Verma as her only heirs and legal representatives who upon her death inherited and became entitled to her entire part or share out of and in the said Dag No. 4319 absolutely.
- 4.23. On the intestate death of the said Babulal Verma as aforesaid his two sons Ramesh Verma and Suresh Verma inherited and became entitled to his entire portion out of and in the said Dag No. 4319 absolutely.

- 4.24. The names of Sakila Bibi, Sujan Mondal, Suresh Verma and Ramesh Verma were recorded in the L.R. Records of Rights under L.R. Khatian Nos. 6502, 25311, 6514 and 7585.
- 4.25. The said Sakila Bibi, Sujan Mondal Suresh Verma and Ramesh Verma became the owners of the Dag 4319 Property with the said Sakila Bibi (the Vendor No. 1.8), owning 7.75 Satak, Sujan Mondal (the Vendor No. 1.10) owning 8.25 Satak, Suresh Verma (the Vendor No. 1.5), owning 29.4 Satak and Ramesh Verma (the Vendor No. 1.1) owning 5.6 Satak.
- 4.26. A demarcated portion measuring 06 Chittacks 35 square feet more or less of the said Dag No. 4319 was gifted to the Bidhannagar Municipal Corporation by Deed of Gift dated 13th September, 2024 and registered with Additional Registrar of Assurances- II, Kolkata in Book I Volume No. 1902-2024, Pages 641213 to 641230, Being No. 190210965 for the year 2024.

5. **Re : Dag No. 4320 – Total Area in Dag 24 Satak, Subject Area– 13.22 Satak (“Dag 4320 Property”)**

- 5.1. One Mujit Ali Mondal was the sole and absolute owner of the said Dag No. 4320.
- 5.2. By Sale Deed dated 11th January, 2008 and registered with the Additional District Sub-Registrar Bidhannagar in Book No. I, Volume No. 1, Pages 6812 to 6823 Being No. 00356 for the year 2008 the said Mujit Ali Mondal, for the consideration therein mentioned, sold to Mukul Sheikh and Jolekha Bibi All That portion containing an area of 2.47 Satak more or less out of and in the said Dag No. 4320 absolutely and forever.
- 5.3. By Sale Deed dated 17th July, 2014 and registered with the District Sub-Registrar- II Barasat in Book No. I, Volume No. 9, Pages 4783 to 4797 Being No. 04181 for the year 2014 the said Mujit Ali Mondal, for the consideration therein mentioned, sold to Babulal Verma All That portion containing an area of 1.65 Satak more or less out of and in the said Dag No. 4320 absolutely and forever.
- 5.4. By Sale Deed dated 28th November, 2014 and registered with the District Sub-Registrar- II Barasat in Book No. I, Volume No. 12, Pages 2855 to 2871 Being No. 05609 for the year 2014 the said Mukul Sheikh and Jolekha Bibi, for the consideration therein mentioned, sold jointly their respective shares to Babulal Verma All That their entire portion containing an area of 2.47 Satak more or less out of and in the said Dag No. 4320 absolutely and forever.
- 5.5. The said Mujit Ali Mondal, a Mohamedan died intestate on 18th April, 2017 leaving him surviving his wife Moharram Bibi, 2 sons Kutub Ali Mondal, Ketab Ali Mondal and 3 daughters Asma Bibi, Chaima Bibi and Najima Bibi as his only heirs and legal representatives who upon his death inherited and became entitled to his entire remaining part or share out of and in the said Dag No. 4320.
- 5.6. By Sale Deed dated 13th December, 2017 and registered with the District Sub-Registrar- II Barasat in Book No. I, Volume No. 1502-2018, Pages 9424 to 9448 Being No. 362 for the year 2018 the said Kutub Ali Mondal, Ketab Ali Mondal, for the consideration therein mentioned, sold jointly their respective shares to Sneha Verma All That portion containing

an area of 3.3 Satak more or less out of and in the said Dag No. 4320 absolutely and forever.

- 5.7. By Sale Deed dated 17th July, 2020 and registered with the Additional Registrar of Assurances- II, Kolkata in Book No. I, Volume No. 1902-2020, Pages 78107 to 78146 Being No. 190201932 for the year 2020 the said Asma Bibi, Chaima Bibi and Najima Bibi, for the consideration therein mentioned, sold to Babulal Verma All That portion containing an area of 5.78 Satak more or less out of and in the said Dag No. 4320 absolutely and forever.
- 5.8. On the intestate death of the said Babulal Verma as aforesaid, the said Ramesh Verma and Suresh Verma inherited and became entitled to his entire portion out of and in the said Dag No. 4320 absolutely.
- 5.9. The names of Suresh Verma, Ramesh Verma and Sneha Verma are recorded in the L.R. Records of Rights under L.R. Khatian Nos. 6514, 7585 and 24718.
- 5.10. The said Suresh Verma, Ramesh Verma and Sneha Verma became the owners of the Dag 4320 Property with the said Suresh Verma (the Vendor No. 1.5), owning 4.96 Satak, Ramesh Verma (the Vendor No. 1.1) owning 4.96 Satak and Sneha Verma (the Vendor No. 1.7) owning 3.3 Satak more or less.
6. **Re : Dag No. 4322– Total Area in Dag 41 Satak, Subject Area 22.54 Satak (“Dag 4322 Property”)**
- 6.1. Jitendra Nath Ghosh, Jagat Chandra Ghosh, Sanat Kumar Ghosh, Krishnapada Ghosh and Smt. Karuna Ghosh were the absolute owners of the entire Dag No. 4322.
- 6.2. The said Jitendra Nath Ghosh, a Hindu died intestate leaving him surviving his 2 sons Phani Bhushan Ghosh, Moni Mohan Ghosh and 2 daughters Smt. Tapa Rani Paul and Smt. Kheyani Ghosh as his only heirs and legal representatives who upon his death inherited and became entitled to his entire portion out of and in the said Dag No. 4322 absolutely.
- 6.3. The said Krishnapada Ghosh, a Hindu died intestate leaving him surviving his 3 sons Banamali Ghosh, Sanat Ghosh, Sukumar Ghosh and 3 daughters Menoka Belundi, Dipali Ghosh and Panchirani Ghosh as his only heirs and legal representatives who upon his death inherited and became entitled to his entire portion out of and in the said Dag No. 4322 absolutely.
- 6.4. By Deed of Partition dated 30th August, 1988 and registered with the Sub-Registry office Bidhannagar, in Book I, Volume No. 156, Pages 1 to 30 Being No. 7687 for the year 1988 the said Jagat Chandra Ghosh was allotted 20.5 Satak, the said legal heirs of Jitendra Nath Ghosh were allotted 10.5 Satak and the said legal heirs of Krishnapada Ghosh were allotted 10.5 Satak comprising the entirety of the said Dag No. 4322.
- 6.5. By Sale Deed dated 11th March, 1992 and registered with the Additional District Sub-Registrar Bidhannagar, in Book No. I, Volume No. 49, Pages 199 to 206 Being No. 2530 for the year 1992 the said Tapa Rani Paul, for the consideration therein mentioned, sold

to Biswanath Ghosh and Shankar Ghosh All That her entire portion out of and in the said Dag No. 4322 absolutely and forever.

- 6.6. By Sale Deed dated 01st February, 1994 and registered with the Additional District Sub-Registrar Bidhannagar, in Book No. I, Volume No. 19, Pages 135 to 140 Being No. 784 for the year 1994 the said Khayani Ghosh, for the consideration therein mentioned, sold to Biswanath Ghosh and Shankar Ghosh All That her entire portion out of and in the said Dag No. 4322 absolutely and forever.
- 6.7. The said Phani Bhusan Ghosh, a Hindu died intestate on 31st January, 2008 leaving him surviving his 1 son Shankar Ghosh and 1 daughter Chaya Rani Neogi (Ghosh) as his only heirs and legal representatives who upon his death inherited and became entitled to his entire portion out of and in the said Dag No. 4322 absolutely.
- 6.8. By Sale Deed dated 20th August, 2009 and registered with the District Sub-Registrar- II Barasat, in Book No. I, Volume No. 5, Pages 5815 to 5826 Being No. 05247 for the year 2009 the said Menoka Belundi and Dipali Ghosh, for the consideration therein mentioned, sold to the said Suresh Verma All That their entire portion out of and in the said Dag No. 4322 absolutely and forever.
- 6.9. By Sale Deed dated 13th February, 2010 and registered with the District Sub-Registrar- II Barasat, in Book No. I, Volume No. 46, Pages 614 to 629 Being No. 13263 for the year 2010 the said Panchirani Ghosh alias Renuka Ghosh, for the consideration therein mentioned, sold to the said Babulal Verma All That her entire portion out of and in the said Dag No. 4322 absolutely and forever.
- 6.10. By Sale Deed dated 03rd August, 2011 and registered with the District Sub-Registrar- II Barasat, in Book No. I, Volume No. 35, Pages 254 to 269 Being No. 10631 for the year 2011 the said Banamali Ghosh and Sukumar Ghosh, for the consideration therein mentioned, sold to the said Babulal Verma All That portion of land containing an area of 4 Satak more or less out of and in the said Dag No. 4322 absolutely and forever.
- 6.11. By Sale Deed dated 17th August, 2011 and registered with the District Sub-Registrar- II Barasat, in Book No. I, Volume No. 37, Pages 1179 to 1194 Being No. 11256 for the year 2011 the said Chaya Rani Neogi (Ghosh), for the consideration therein mentioned, sold to the said Babulal Verma All That her entire portion out of and in the said Dag No. 4322 absolutely and forever.
- 6.12. By Sale Deed dated 18th January, 2012 and registered with the District Sub-Registrar- II Barasat, in Book No. I, Volume No. 3, Pages 1004 to 1024 Being No. 00709 for the year 2012 the said Sanat Ghosh, for the consideration therein mentioned, sold to the said Babulal Verma All That his entire portion out of and in the said Dag No. 4322 absolutely and forever.
- 6.13. By Sale Deed dated 22nd January, 2013 and registered with the District Sub-Registrar- II Barasat, in Book No. I, Volume No. 4, Pages 1960 to 1981 Being No. 00907 for the year 2013 the said Shankar Ghosh, for the consideration therein mentioned, sold to the said Suresh Verma All That portion of land containing an area of 1.92 Satak more or less out of and in the said Dag No. 4322 absolutely and forever.

- 6.14. By Sale Deed dated 22nd January, 2013 and registered with the District Sub-Registrar- II Barasat, in Book No. I, Volume No. 4, Pages 1982 to 2003 Being No. 00908 for the year 2013 the said Shankar Ghosh, for the consideration therein mentioned, sold to the said Ramesh Verma All That his entire remaining portion out of and in the said Dag No. 4322 absolutely and forever.
- 6.15. By Sale Deed dated 15th November, 2007 and registered with the Additional District Sub-Registrar Bidhannagar, in Book No. I, Volume No. 11, Pages 11897 to 11916 Being No. 10812 for the year 2009 the said Biswanath Ghosh, for the consideration therein mentioned, sold to Md. Ismail Mondal All That portion of land containing an area of 01 Cottahs 08 Chittacks or 2.48 Satak more or less out of and in the said Dag No. 4322 absolutely and forever.
- 6.16. By Sale Deed dated 07th December, 2009 and registered with the District Sub-Registrar- II Barasat, in Book No. I, Volume No. 7, Pages 2903 to 2915 Being No. 02226 for the year 2011 the said Md. Ismail Mondal, for the consideration therein mentioned, sold to Babulal Verma All That his entire portion out of and in the said Dag No. 4322 absolutely and forever.
- 6.17. By a By Deed of Gift dated 23rd February, 2011 and registered with Additional District Sub-Registrar Bidhannagar, in Book No. I, Volume No. 4, Pages 9594 to 9606 Being No. 02256 for the year 2011, the said Monimohan Ghosh granted conveyed and transferred, by way of gift, to Ajoy Ghosh All That his entire portion out of and in the said Dag No. 4322 absolutely and forever.
- 6.18. By Sale Deed dated 21st April, 2016 and registered with the District Sub-Registrar- II Barasat, in Book No. I, Volume No. 1502-2016, Pages 36687 to 36715 Being No. 150201510 for the year 2016 the said Ajoy Ghosh, for the consideration therein mentioned, sold to Deepmala Verma All That his entire portion out of and in the said Dag No. 4322 absolutely and forever.
- 6.19. By Sale Deed dated 01st August, 2019 and registered with the Additional Registrar of Assurances- III, Kolkata in Book No. I, Volume No. 1903-2019, Pages 162254 to 162275 Being No. 190303901 for the year 2019 the said Sukumar Ghosh, for the consideration therein mentioned, sold to the said Babulal Verma All That portion of land containing an area of 1 Satak more or less in the said Dag No. 4322 absolutely and forever.
- 6.20. On the intestate death of the said Babulal Verma as aforesaid, the said Ramesh Verma and Suresh Verma inherited and became entitled to his entire portion out of and in the said Dag No. 4322 absolutely.
- 6.21. The names of Suresh Verma, Ramesh Verma and Deepmala Verma were recorded in the L.R. Records of Rights under L.R. Khatian Nos. 6514, 7585, 25721, 25720 and 21753.
- 6.22. The said Suresh Verma, Ramesh Verma and Sneha Verma became the owners of the Dag 4322 Property with the said Suresh Verma (the Vendor No. 1.5), owning 11.675 Satak, Ramesh Verma (the Vendor No. 1.1) owning 8.265 Satak and Deepmala Verma (the Vendor No. 1.2) owning 2.60 Satak more or less.

7. **Re : Dag No. 4325 – Total Area in Dag 26 Satak, Subject Area – 3 Satak (“Dag 4325 Property”)**

- 7.1. By Sale Deed dated 23rd October, 1992 and registered with the Additional District Sub-Registrar Bidhannagar in Book No. I, Volume No. 205, Pages 79 to 92 Being No. 9391 for the year 1992 one Noornehar Bibi, Kohinoor Bibi, Mayanoor Nehar Khatoon, Noorjahan Khatoon, for the consideration therein mentioned, sold to Kanij Fatema All That portion containing an area of 8 Satak more or less out of and in the said Dag No. 4325 absolutely and forever.
- 7.2. By Sale Deed dated 23rd October, 1992 and registered with the Additional District Sub-Registrar Bidhannagar in Book No. I, Volume No. 205, Pages 93 to 102 Being No. 9392 for the year 1992 one Amirjaan Bibi, for the consideration therein mentioned, sold to Shahidul Islam All That portion containing an area of 5 Satak more or less out of and in the said Dag No. 4325 absolutely and forever.
- 7.3. By Sale Deed dated 22nd May, 2012 and registered with the District Sub-Registrar- II Barasat in Book No. I, Volume No. 24, Pages 89 to 105 Being No. 07532 for the year 2012 the said Shahidul Islam and Kanij Fatema, for the consideration therein mentioned, sold to Pratik Verma All That their entire portions containing an area of 13 Satak more or less out of and in the said Dag No. 4325 absolutely and forever.
- 7.4. One Sk. Gholam Kasem , a Mohamedan died intestate leaving him surviving his son Sk. Nurul Amin as his only heir and legal representative who upon his death inherited and became entitled to his portion out of and in the said Dag No. 4325.
- 7.5. By Sale Deed dated 29th June, 2011 and registered with the Additional District Sub-Registrar Bidhannagar, in Book No. I, Volume No. 14, Pages 7066 to 7076 Being No. 07318 for the year 2011 the said Sk. Nurul Amin, for the consideration therein mentioned, sold to Shyamashree Debnath All That portion containing an area of 2.43 Satak more or less out of and in the said Dag No. 4325 absolutely and forever.
- 7.6. By Sale Deed dated 02nd August, 2013 and registered with the District Sub-Registrar- II Barasat in Book No. I, Volume No. 39, Pages 1410 to 1426 Being No. 10779 for the year 2013 the said Shyamashree Debnath, for the consideration therein mentioned, sold to the said Babulal Verma All That her entire portion containing an area of 2.43 Satak more or less out of and in the said Dag No. 4325 absolutely and forever.
- 7.7. On the intestate death of the said Babulal Verma as aforesaid, the said Ramesh Verma and Suresh Verma inherited and became entitled to his entire portion out of and in the said Dag No. 4325 absolutely.
- 7.8. The name of Pratik Verma was recorded in the L.R. Records of Rights under L.R. Khatian No. 7586.
- 7.9. The said Pratik Verma (the Vendor No. 1.6) owns 13 Satak more or less and the said Ramesh Verma (the Vendor No. 1.1) and Suresh Verma (the Vendor No. 1.5) own 2.43 Satak more or less out of and in the said Dag No. 4325 out of which the said Pratik Verma

intends to include 3 Satak portion on the northern side of the said Dag No. 4325 in the Subject Property.

8. Re : Dag No. 4326 – Total Area in Dag 26 Satak, Subject Area – 3 Satak (“Dag 4326 Property”)

- 8.1. One Mokshed Ali Midda was the sole and absolute owner of the said Dag No. 4326.
- 8.2. The said Mokshed Ali Midda, a Mohamedan died intestate leaving him surviving his 1 son Javed Ali Midda and 6 daughters Jamila Molla alias Jamila Bibi, Noorjahan Bibi, Arajan Bibi, Saharjan Bibi, Mariyan Bibi and Baharjan as his only heirs and legal representatives who upon his death inherited and became entitled to the said Dag No. 4326.
- 8.3. By Sale Deed dated 07th August, 2012 and registered with the District Sub-Registrar- II Barasat in Book No. I, Volume No. 40, Pages 2103 to 2121 Being No. 12098 for the year 2012 the said Javed Ali Midda, Jamila Molla alias Jamila Bibi, Noorjahan Bibi, Arajan Bibi, for the consideration therein mentioned, sold to the said Ramesh Verma All That portion containing an area of 6.5 Satak more or less out of and in the said Dag No. 4326 absolutely and forever.
- 8.4. By Sale Deed dated 07th August, 2012 and registered with the District Sub-Registrar- II Barasat in Book No. I, Volume No. 40, Pages 2122 to 2140 Being No. 12099 for the year 2012 Javed Ali Midda, Jamila Molla alias Jamila Bibi, Noorjahan Bibi, Arajan Bibi, for the consideration therein mentioned, sold to the said Ramesh Verma All That portion containing an area of 6.5 Satak more or less out of and in the said Dag No. 4326 absolutely and forever.
- 8.5. By Sale Deed dated 31st March, 2015 and registered with the District Sub-Registrar- II Barasat in Book No. I, Volume No. 3, Pages 1 to 18 Being No. 01090 for the year 2015 the said Mariyan Bibi, for the consideration therein mentioned, sold to Sneha Verma All That portion containing an area of 3.25 Satak more or less out of and in the said Dag No. 4326 absolutely and forever.
- 8.6. The names of Ramesh Verma and Sneha Verma were recorded in the L.R. Records of Rights under L.R. Khatian Nos. 7585 and 21292.
- 8.7. The said Ramesh Verma and Sneha Verma became the owners of the Dag 4326 Property with the said Ramesh Verma (the Vendor No. 1.1) owning 13 Satak and Sneha Verma (the Vendor No. 1.7) owning 3.25 Satak more or less out of which they intend to include 3 Sataks portion on the northern side of the said Dag No. 4325 in the Subject Property.

9. Re : Dag No. 4327 – Total Area in Dag 29 Satak, Subject Area – 3.08 Satak (“Dag 4327 Property”)

- 9.1. One Abdul Chattar Midda, a Mohamedan died intestate on or about 1964 leaving him surviving his wife Amena Bibi, 6 sons Abdul Gaffar Midda, Abdul Bari Midda, Abdul Hamid Midda, Abdul Mujit Midda, Abdul Aziz Midda, Abdul Wazed Midda and 3 daughters Rabiya Bibi, Jamila Bibi and Rahima Bibi as his only heirs and legal representatives who upon his death inherited and became entitled to the said Dag No. 4327.

- 9.2. By Sale Deed dated 23rd February, 1981 and registered with the Sub-Registrar Cossipore Dum Dum, District North 24 Parganas in Book No. I, Volume No. 30, Pages 224 to 226 Being No. 1557 for the year 1981 Abdul Gaffar Midda, Abdul Bari Midda, Abdul Hamid Midda, Abdul Mujit Midda, Abdul Aziz Midda and Abdul Wazed Midda, for the consideration therein mentioned, sold to Abdul Rahim Midda, Abdul Rahaman Midda and Abdul Rafique Midda All That portion containing an area of 17 Sataks more or less out of and in the said Dag No. 4327 absolutely and forever.
- 9.3. By Sale Deed dated 14th August, 1985 and registered with the Additional District Sub-Registrar Bidhannagar in Book No. I, Volume No. 117, Pages 103 to 108 Being No. 6230 for the year 1985 the said Abdul Rahim Midda, Abdul Rahaman Midda and Abdul Rafique Midda, for the consideration therein mentioned, sold to Sheikh Rashid and Apu Paul All That portion containing an area of 9.91 Satak more or less out of and in the said Dag No. 4327 absolutely and forever.
- 9.4. By Sale Deed dated 24th June, 1988 and registered with the Additional District Sub-Registrar Bidhannagar in Book No. I, Volume No. 108, Pages 57 to 62 Being No. 5327 for the year 1988 the said Apu Paul, for the consideration therein mentioned, sold to Sheikh Rashid All That his entire portion out of and in the said Dag No. 4327 absolutely and forever.
- 9.5. By Sale Deed dated 01st August, 1990 and registered with the Additional District Sub-Registrar Bidhannagar in Book No. I, Volume No. 127, Pages 439 to 446 Being No. 5373 for the year 1990 the said Sheikh Rashid, for the consideration therein mentioned, sold to Parijan Bibi and Motaleb Mondal All That his entire portion out of and in the said Dag No. 4327 absolutely and forever.
- 9.6. The said Motaleb Mondal, a Mohamedan died intestate on 18th September, 1998 leaving him surviving his wife Parijan Bibi, 5 sons Nasiruddin Mondal, Hasanuddin Mondal, Moniruddin Mondal, Tajuddin Mondal, Rajuddin Mondal and 2 daughters Farida Bibi and Fajila Bibi as his only heirs and legal representatives who upon his death inherited and became entitled to his entire portion of the said Dag No. 4327.
- 9.7. The said Abdul Bari Midda, a Mohamedan died intestate on 22nd October, 1993 leaving him surviving his wife Khodaja Bibi Midda, three sons Arif Midda, Sarifuddin Midda alias Sarifuddin Midda, Amir Ali Midda and 2 daughters Tajmira Bibi and Ajmira Bibi as his only heirs and legal representatives who upon his death inherited and became entitled to his entire part or share of the said Dag No. 4327.
- 9.8. The said Abdul Hamid Midda, a Mohamedan died intestate on 27th May, 2001 leaving him surviving his wife Rabia Bibi, 4 sons Abdul Razzak Itirdda, Md. Ishak Midda alias Asha Haque Midda alias Ashahaque Midda, Ansar Midda, Ajgar Midda and 4 daughters Rajiya Molla alias Raziya Bibi, Sufiya Bibi alias Sufra Bibi, Firoja Begum alias Riroja Begum and Tanujan Bibi as his only heirs and legal representatives who upon his death inherited and became entitled to his entire part or share of the said Dag No. 4327.
- 9.9. The said Amena Bibi, a Mohamedan died intestate on 03rd April, 2003 leaving him surviving her 6 sons Abdul Gafar Mida alias Abdul Gaffer Midda, Abdul Hamid Midda, Abdul Bari Midda, Abdul Mujit Midda, Abdul Ajiz Midda alias Abdul Azit Midda, Abdul Wazed Midda

alias Abdul Oajed Midda and 3 daughters Rabia Bibi alias Rabiya Bibi alias Rakia Bibi, Jamila Khatun alias Jamila Molla alias Jamila Bibi and Rahima Bibi Mondal alias Rahima Bibi alias Rahima Khatun as her only heirs and legal representatives who upon her death inherited and became entitled to her entire part or share of and in the said Dag No. 4327.

- 9.10. The said Abdul Mujit Midda, a Mohamedan died intestate on 10th December, 2012 leaving him surviving his wife Lobeda Bibi and son Anowar Ali Midda as his only heirs and legal representatives who upon his death inherited and became entitled to his entire part or share of and in the said Dag No. 4327.
- 9.11. The said Anowar Ali Midda, a Mohamedan died intestate leaving him surviving his mother Lobeda Bibi and son Ashik Midda as his only heirs and legal representatives who upon his death inherited and became entitled to his entire part or share of and in the said Dag No. 4327.
- 9.12. By Sale Deed dated 10th July, 2012 and registered with the District Sub-Registrar- II Barasat in Book No. I, Volume No. 34, Pages 2124 to 2142 Being No. 10521 for the year 2012 Abdul Rahim Midda, Abdul Rahaman Midda and Abdul Rafique Midda, for the consideration therein mentioned, sold jointly their undivided respective shares to Verma Real Estate Private Limited All That portion containing an area of 5 Satak more or less in the said Dag No. 4327 absolutely and forever.
- 9.13. By Deed of Partition dated 21st June, 2013 and registered with the Additional District Sub-Registrar Bidhannagar in Book No. I, Volume No. 6, Pages 2324 to 2350 Being No. 01998 for the year 2013 the said Jobeda Bibi and Ashik Midda were allotted All That portion admeasuring 16 Sataks more or less out of and in R.S, Dag No. 4327.
- 9.14. By Sale Deed dated 15th July, 2016 and registered with the Additional District Sub-Registrar Bidhannagar in Book No. I, Volume No. 1504-2016, Pages 44434 to 44465 Being No. 150401229 for the year 2016 the said Parijan Bibi, Nasiruddin Mondal, Hasanuddin Mondal, Moniruddin Mondal, Tajuddin Mondal, Rajuddin Mondal, Farida Bibi and Fajila Bibi, for the consideration therein mentioned, sold to Sakila Bibi All That portion containing an area of 4.95 Satak more or less in the said Dag No. 4327 absolutely and forever.
- 9.15. By Sale Deed dated 18th July, 2016 and registered with the Additional District Sub-Registrar Bidhannagar in Book No. I, Volume No. 1504-2016, Pages 44827 to 44858 Being No. 150401240 for the year 2016 the said Parijan Bibi, Nasiruddin Mondal, Hasanuddin Mondal, Moniruddin Mondal, Tajuddin Mondal, Rajuddin Mondal, Farida Bibi and Fajila Bibi, for the consideration therein mentioned, sold to Sakila Bibi All That portion containing an area of 4.95 Satak more or less in the said Dag No. 4327 absolutely and forever.
- 9.16. By Sale Deed dated 13th February, 2017 and registered with the District Sub-Registrar- II Barasat in Book No. I, Volume No. 1502-2017, Pages 11036 to 11099 Being No. 150200416 for the year 2017 the said Jobeda Bibi and Ashik Midda, for the consideration therein mentioned, sold to Raunak Properties Private Limited and Keshav Rathi All That their entire portion of land containing an area of 16 Satak more or less in the said Dag No. 4327 absolutely and forever.

- 9.17. The names of Verma Real Estate Private Limited, Sakila Bibi, Raunak Properties Private Limited and Keshav Rathi were recorded in the L.R. Records of Rights under L.R. Khatian Nos. 8488, 22370, 22509 and 22508.
- 9.18. The said Verma Real Estate Private Limited, Sakila Bibi, Raunak Properties Private Limited and Keshav Rathi became the owners of the Dag 4327 Property and out of them the said Verma Real Estate Private Limited (the Vendor No. 1.3) intends to include 3.08 Satak portion on the northern side of the said Dag No. 4327 in the Subject Property.
10. **Re : Dag No. 4328– Total Area in Dag 26 Satak, Subject Area– 4 Satak (“Dag 4328 Property”)**
- 10.1. On the intestate death of the said Abdul Chattar Midda as aforesaid, the said Amena Bibi, Abdul Gaffar Midda, Abdul Bari Midda, Abdul Hamid Midda, Abdul Mujit Midda, Abdul Aziz Midda, Abdul Wazed Midda, Rabiya Bibi, Jamila Bibi and Rahima Bibi inherited and became entitled to the said Dag No. 4328.
- 10.2. By Sale Deed dated 23rd February, 1981 and registered with the Sub-Registrar Cossipore Dum Dum, in Book No. I, Volume No. 33, Pages 207 to 210 Being No. 1558 for the year 1981 Abdul Gaffar Midda, Abdul Bari Midda, Abdul Hamid Midda, Abdul Mujit Midda, Abdul Aziz Midda and Abdul Wazed Midda for the consideration therein mentioned, sold to Abdul Wahad Midda All That portion containing an area of 16 Sataks out of and in the said Dag No. 4328 absolutely and forever.
- 10.3. The said Abdul Wahad Midda, a Mohamedan died intestate leaving him surviving his wife Ojida Bibi, 5 sons Abdul Ohab Midda, Abdul Mannan Midda, Abdul Hannan Midda, Abdul Samad Midda, Abdul Jabar Midda and 2 daughters Achiya Bibi and Ayesha Bibi as his only heirs and legal representatives who upon his death inherited and became entitled to his entire part or share of and in the said Dag No. 4328.
- 10.4. By Sale Deed dated 30th July, 2012 and registered with the District Sub-Registrar- II Barasat in Book No. I, Volume No. 39, Pages 3354 to 3378 Being No. 11902 for the year 2012 the said Ojida Bibi, Abdul Ohab Midda, Abdul Mannan Midda, Abdul Hannan Midda, Abdul Samad Midda, Abdul Jabar Midda, Achiya Bibi and Ayesha Bibi, for the consideration therein mentioned, sold to Verma Real Estate Private Limited All That portion containing an area of 6 Satak more or less in the said Dag No. 4328 absolutely and forever.
- 10.5. By Sale Deed dated 30th July, 2012 and registered with the District Sub-Registrar- II Barasat in Book No. I, Volume No. 39, Pages 3379 to 3398 Being No. 11903 for the year 2012 Ojida Bibi, Abdul Ohab Midda, Abdul Mannan Midda, Abdul Hannan Midda, Abdul Samad Midda, Abdul Jabar Midda, Achiya Bibi and Ayesha Bibi, for the consideration therein mentioned, sold to Verma Real Estate Private Limited All That portion containing an area of 5 Satak more or less out of and in the Dag 4328 Property, absolutely and forever.
- 10.6. By Sale Deed dated 30th July, 2012 and registered with the District Sub-Registrar- II Barasat in Book No. I, Volume No. 39, Pages 3399 to 3418 Being No. 11904 for the year 2012 Ojida Bibi, Abdul Ohab Midda, Abdul Mannan Midda, Abdul Hannan Midda, Abdul Samad Midda, Abdul Jabar Midda, Achiya Bibi and Ayesha Bibi, for the consideration

therein mentioned, sold to Verma Real Estate Private Limited All That their remaining portion out of and in the Dag 4328 Property, absolutely and forever.

- 10.7. The facts about the death of the said Abdul Bari Midda, Abdul Hamid Midda, Amena Bibi, Abdul Mujit Midda and Anowar Ali Midda are stated above and their respective heirs inherited and became entitled to their respective part or shares of and in the Dag 4328 Property.
- 10.8. By the said Deed of Partition dated 21st June, 2013 and registered with the Additional District Sub-Registrar Bidhannagar in Book No. I, Volume No. 6, Pages 2324 to 2350 Being No. 01998 for the year 2013 the said Abdul Gafar Midda alias Abdul Gaffer Midda, Abdul Ajiz Midda alias Abdul Azit Midda, Abdul Wazed Midda alias Abdul Oajed Midda, Rabia Bibi alias Rabiya Bibi alias Rakia Bibi, Jamila Khatun alias Jamila Molla alias Jamila Bibi, Rahima Bibi Mondal alias Rahima Bibi alias Rahima Khatun, Rabia Bibi alias Mosa Rabia Begum (since deceased) Abdul Razzak Midda, Md. Ishak Midda alias Asha Haque Midda alias Ashahaque Midda, Ansar Midda, Ajgar Midda, Rajiya Molla alias Raziya Bibi, Sufiya Bibi alias Sufia Bibi, Firoja Begum alias Riroja Begum, Tanujan Bibi, Khodaja Bibi Midda, Arif Midda, Sarifuddin Midda alias Sarifuddin Midda, Amir Ali Midda, Tajmira Bibi, Ajmira Bibi were allotted all that portion admeasuring 6.14 Satak more or less out of and in the said Dag No. 4328 and the said Jobeda Bibi and Ashik Midda were allotted portion measuring 3.86 Sataks more or less out of and in the said Dag No. 4328.
- 10.9. By Sale Deed dated 26th June, 2014 and registered with the Additional District Sub-Registrar Bidhannagar in Book No. I, Volume No. 06, Pages 7743 to 7786 Being No. 01782 for the year 2014 the said Abdul Gafar Midda alias Abdul Gaffer Midda, Abdul Ajiz Midda alias Abdul Azit Midda, Abdul Wazed Midda alias Abdul Oajed Midda, Rabia Bibi alias Rabiya Bibi alias Rakia Bibi, Jamila Khatun alias Jamila Molla alias Jamila Bibi, Rahima Bibi Mondal alias Rahima Bibi alias Rahima Khatun, Rabia Bibi alias Mosa Rabia Begum (since deceased) Abdul Razzak Midda, Md. Ishak Midda alias Asha Haque Midda alias Ashahaque Midda, Ansar Midda, Ajgar Midda, Rajiya Molla alias Raziya Bibi, Sufiya Bibi alias Sufia Bibi, Firoja Begum alias Riroja Begum, Tanujan Bibi, Khodaja Bibi Midda, Arif Midda, Sarifuddin Midda alias Sarifuddin Midda, Amir Ali Midda, Tajmira Bibi, Ajmira Bibi, for the consideration therein mentioned, sold to Greentouch Projects Ltd, Greentouch Tours and Travels Pvt Ltd, Greentouch Trading Private Limited, Esteem Financial Consultants Private Limited, Greentouch Financial Consultants Private Limited, Greentouch Educational Services Private Limited, Greentouch Computech Private Limited, Greentouch Entertainment Private Limited, Star Abasan Private Limited, Punit Abasan Private Limited, Yash Akriti Nirman Private Limited, Sumit Grih Nirman Private Limited, Mukul Shelter Private Limited, Rohit Infracon Private Limited, Param Realcon Private Limited, Kalpataru Infracon Private Limited All That their entire portion of land containing an area of 6.14 Satak more or less in the said Dag No. 4328 absolutely and forever.
- 10.10. By Sale Deed dated 13th February, 2017 and registered with the District Sub-Registrar- II Barasat in Book No. I, Volume No. 1502-2017, Pages 11036 to 11099 Being No. 150200416 for the year 2017 the said Jobeda Bibi and Ashik Midda, for the consideration therein mentioned, sold jointly their undivided respective shares to Raunak Properties Private Limited and Keshav Rathi All That their entire portion containing an area of 3.86 Satak more or less of and in the said Dag No. 4328 absolutely and forever.

- 10.11. By Sale Deed dated 08th June, 2017 and registered with the Additional Registrar of Assurances- IV, Kolkata, in Book No. I, Volume No. 1904-2017, Pages 200340 to 200415 Being No. 190405614 for the year 2017 the said Greentouch Projects Limited, Greentouch Tours and Travels Private Limited, Greentouch Trading Private Limited, Esteem Financial Consultants Private Limited, Greentouch Financial Consultants Private Limited, Greentouch Educational Services Private Limited, Greentouch Computech Private Limited, Greentouch Entertainment Private Limited, for the consideration therein mentioned, sold to Sushil Kumar Jhunjunwala, Smt. Kiran Jhunjunwala, Raunak Jhunjunwala, Saurabh Jhunjunwala, Sushil Kumar Jhunjunwala (H.U.F.), Archita Jhunjunwala and Raunak Properties Private Limited All That portion containing an area of 3.04 Satak more or less out of and in the said Dag No. 4328 absolutely and forever.
- 10.12. By Sale Deed dated 25th October, 2017 and registered with the Additional Registrar of Assurances- IV, Kolkata, in Book No. I, Volume No. 1904-2017, Pages 405980 to 406028 Being No. 190410687 for the year 2017 the said Star Abasan Private Limited, Punit Abasan Private Limited, Yash Akriti Nirman Private Limited, Sumit Grih Nirman Private Limited, Mukul Shelter Private Limited, Rohit Infracon Private Limited, Param Realcon Private Limited, Kalpataru Infracon Private Limited, for the consideration therein mentioned, sold jointly their undivided respective shares to Raunak Properties Private Limited All That portion containing an area of 3.10 Satak more or less in the said Dag No. 4328 absolutely and forever.
- 10.13. The name of Verma Real Estate Private Limited and Raunak Properties Private Limited was recorded in the L.R. Records of Rights under L.R. Khatian Nos. 8488, 22509 and 22758.
- 10.14. The said Verma Real Estate Private Limited (being the Vendor No. 3.1.4) intends to include 4 Satak portion on the northern side of the said Dag No. 4328 in the Subject Property.
11. **Re : Dag No. 4332 – Total Area in Dag 116 Satak, Subject Area– 116 Satak ("Dag 4332 Property")**
- 11.1. Jitendra Nath Ghosh Jagat Chandra Ghosh, Sanat Kumar Ghosh, Krishnapada Ghosh and Smt. Karuna Ghosh were the absolute owners containing an area of 116 Satak more or less in R.S. Dag 4332 recorded in R.S. Khatian No. 1674 in Mouza Gopalpur, J. L. No. 02 under Police Station Airport (presently Narayanpur) in the district of North 24-Parganas hereinafter referred to as "the **Dag 4332 Property**".
- 11.2. The said Jitendra Nath Ghosh, a Hindu died intestate leaving him surviving his 2 sons Phani Bhushan Ghosh, Moni Mohan Ghosh and 2 daughters Smt. Tepa Rani Paul and Smt. Kheyani Ghosh as his only heirs and legal representatives who upon his death inherited and became entitled to his entire portion out of and in the said Dag No. 4332 absolutely
- 11.3. The said Krishnapada Ghosh, a Hindu died intestate leaving him surviving his 3 sons Banamali Ghosh, Sanat Ghosh, Sukumar Ghosh and 3 daughters Menoka Belundi, Dipali Ghosh and Panchirani Ghosh as his only heirs and legal representatives who upon his death inherited and became entitled to his entire portion out of and in the said Dag No. 4332 absolutely

- 11.4. By Deed of Partition dated 30th August, 1988 and registered with the Sub-Registry office Bidhannagar, in Book I, Volume No. 156, Pages 1 to 30 Being No. 7687 for the year 1988 the said Jagat Chandra Ghosh was allotted All That portion containing an area of 58 Satak more or less marked as 'Plot B' and the legal heirs of Late Jitendra Nath Ghosh and the legal heirs of Late Krishnapada Ghosh were individually allotted All That portions of land containing an area of 29 Satak each more or less out of and in the said Dag No. 4332.
- 11.5. By Sale Deed dated 01st October, 1991 and registered with the Additional District Sub-Registrar Bidhannagar, in Book No. I, Volume No. 155, Pages 313 to 320 Being No. 8604 for the year 1991 the said Jagat Chandra Ghosh, for the consideration therein mentioned, sold to Samir Kumar Mallick All That portion of land containing an area of 5.41 Satak more or less out of and in the said Dag No. 4332 absolutely and forever.
- 11.6. By Sale Deed dated 01st October, 1991 and registered with the Additional District Sub-Registrar Bidhannagar, in Book No. I, Volume No. 155, Pages 329 to 336 Being No. 8606 for the year 1991 the said Jagat Chandra Ghosh, for the consideration therein mentioned, sold to Ashim Kumar Dey All That portion of land containing an area of 19.52 Satak more or less out of and in the said Dag No. 4332 absolutely and forever.
- 11.7. By Sale Deed dated 01st October, 1991 and registered with the Additional District Sub-Registrar Bidhannagar, in Book No. I, Volume No. 155, Pages 337 to 344 Being No. 8607 for the year 1991 the said Jagat Chandra Ghosh, for the consideration therein mentioned, sold to Bablu Roy Choudhury All That portion of land containing an area of 16.52 Satak more or less out of and in the said Dag No. 4332 absolutely and forever.
- 11.8. By Sale Deed dated 01st October, 1991 and registered with the Additional District Sub-Registrar Bidhannagar in Book No. I, Volume No. 155, Pages 345 to 350 Being No. 8608 for the year 1991 the said Jagat Chandra Ghosh, for the consideration therein mentioned, sold to Bablu Roy Choudhury All That portion of land containing an area of 16.52 Satak more or less out of and in the said Dag No. 4332 absolutely and forever.
- 11.9. By Sale Deed dated 11th March, 1992 and registered with the Additional District Sub-Registrar Bidhannagar, in Book No. I, Volume No. 49, Pages 199 to 206 Being No. 2530 for the year 1992 the said Tapa Rani Paul, for the consideration therein mentioned, sold to Biswanath Ghosh and Shankar Ghosh All That her entire part or share containing an area of 7.25 Satak more or less out of and in the said Dag No. 4332 absolutely and forever.
- 11.10. By Sale Deed dated 28th August, 1992 and registered with the Additional District Sub-Registrar Bidhannagar, in Book No. I, Volume No. 181, Pages 11 to 16 Being No. 8319 for the year 1992 the said Bablu Roy Choudhury, for the consideration therein mentioned, sold his undivided share to Ashim Kumar Dey All That portion containing an area of 5.69 Satak more or less out of and in the said Dag No. 4332 absolutely and forever.
- 11.11. By Sale Deed dated 01st February, 1994 and registered with the Additional District Sub-Registrar Bidhannagar, in Book No. I, Volume No. 19, Pages 135 to 140 Being No. 784 for the year 1994 the said Khayani Ghosh, for the consideration therein mentioned, sold to Biswanath Ghosh and Shankar Ghosh All That her entire part or share containing an area of 7.25 Satak more or less out of and in the said Dag No. 4332 absolutely and forever.

- 11.12. By Deed of Gift dated 09th September, 1996 and registered with the Additional District Sub-Registrar Bidhannagar, in Book No. I, Volume No. 85, Pages 43 to 48 Being No. 3711 for the year 1996 the said Bablu Roy Choudhury granted conveyed and transferred, by way of gift, to Gunjan Roy Choudhury All That portion containing an area of 4.85 Satak more or less out of and in the Dag 4332 Property, absolutely and forever.
- 11.13. By Deed of Gift dated 09th September, 1996 and registered with the Additional District Sub-Registrar Bidhannagar, in Book No. I, Volume No. 85, Pages 49 to 54 Being No. 3712 for the year 1996 the said Bablu Roy Choudhury granted conveyed and transferred, by way of gift, to Smt. Sukla Roy Choudhury All That portion of land containing an area of 8.26 Satak more or less out of and in the said Dag No. 4332 property, absolutely and forever.
- 11.14. By Sale Deed dated 04th June, 2007 and registered with the District Sub-Registrar- II Barasat, in Book No. I, Volume No. 11, Pages 3146 to 3169 Being No. 6223 for the year 2007 the said Bablu Roy Choudhury, Gunjan Roy Choudhury and Smt. Sukla Roy Choudhury, for the consideration therein mentioned, sold to Babulal Verma All That piece and parcel of land containing an area of 27.36 Satak more or less out of and in the said Dag No. 4332 absolutely and forever.
- 11.15. By Sale Deed dated 04th June, 2007 and registered with the District Sub-Registrar- II Barasat, in Book No. I, Volume No. 11, Pages 3189 to 3206 Being No. 6226 for the year 2007 Ashim Kumar Dey, for the consideration therein mentioned, sold to Babulal Verma All That his entire portion of land containing an area of 25.21 Satak more or less out of and in the said Dag No. 4332 absolutely and forever.
- 11.16. By Sale Deed dated 12th September, 2007 and registered with the Additional District Sub-Registrar Bidhannagar, in Book No. I, Volume No. 3, Pages 8003 to 8017 Being No. 02729 for the year 2008 the said Samir Kumar Mallick, for the consideration therein mentioned, sold to Ramesh Verma All That his entire portion containing an area of 5.41 Satak more or less out of and in the said Dag No. 4332 absolutely and forever.
- 11.17. By Sale Deed dated 01st October, 2007 and registered with the District Sub-Registrar- II Barasat, in Book No. I, Volume No. 7, Pages 10828 to 10836 Being No. 05947 for the year 2008 the said Biswanath Ghosh, for the consideration therein mentioned, sold to Islam Mondal All That his entire portion containing an area of 7.25 Satak more or less out of and in the said Dag No. 4332 absolutely and forever.
- 11.18. The said Phani Bhusan Ghosh, a Hindu died intestate on 31st January, 2008 leaving him surviving his 1 son Shankar Ghosh and 1 daughter Chaya Rani Neogi (Ghosh) as his legal heirs as his only heirs and legal representatives who upon his death inherited and became entitled to his entire part or share out of and in the said Dag No. 4332 absolutely
- 11.19. By Sale Deed dated 20th August, 2009 and registered with the District Sub-Registrar- II Barasat, in Book No. I, Volume No. 5, Pages 5815 to 5826 Being No. 05247 for the year 2009 the said Menoka Belundi and Dipali Ghosh, for the consideration therein mentioned, sold to Suresh Verma All That their entire portion of land containing an area of 9.59 Satak more or less out of and in the said Dag No. 4332 absolutely and forever.

- 11.20. By Sale Deed dated 13th February, 2010 and registered with the District Sub-Registrar- II Barasat, in Book No. I, Volume No. 46, Pages 614 to 629 Being No. 13263 for the year 2010 the said Panchirani Ghosh alias Renuka Ghosh, for the consideration therein mentioned, sold to Babulal Verma All That her entire portion containing an area of 5 Satak more or less out of and in the said Dag No. 4332 absolutely and forever.
- 11.21. By a Deed of Gift dated 23rd February, 2011 and registered with Additional District Sub-Registrar Bidhannagar, in Book No. I, Volume No. 4, Pages 9594 to 9606 Being No. 02256 for the year 2011, the said Monimohan Ghosh granted conveyed and transferred, by way of gift, to Ajoy Ghosh All That portion containing an area of 7.25 Satak more or less out of and in the said Dag No. 4332 absolutely and forever.
- 11.22. By Sale Deed dated 03rd August, 2011 and registered with the District Sub-Registrar- II Barasat, in Book No. I, Volume No. 35, Pages 254 to 269 Being No. 10631 for the year 2011 the said Banamali Ghosh and Sukumar Ghosh, for the consideration therein mentioned, sold jointly their respective shares to the said Babulal Verma All That their entire portion containing an area of 10 Satak more or less out of and in the said Dag No. 4332 absolutely and forever.
- 11.23. By Sale Deed dated 17th August, 2011 and registered with the District Sub-Registrar- II Barasat, in Book No. I, Volume No. 37, Pages 1179 to 1194 Being No. 11256 for the year 2011 the said Chaya Rani Neogi (Ghosh), for the consideration therein mentioned, sold to the said Babulal Verma All That her entire portion containing an area of 3.50 Satak more or less out of and in the said Dag No. 4332 absolutely and forever.
- 11.24. By Sale Deed dated 18th January, 2012 and registered with the District Sub-Registrar- II Barasat, in Book No. I, Volume No. 3, Pages 1004 to 1024 Being No. 00709 for the year 2012 the said Sanat Ghosh, for the consideration therein mentioned, sold to the said Babulal Verma All That portion containing an area of 4.84 Satak more or less out of and in the said Dag No. 4332 absolutely and forever.
- 11.25. By Sale Deed dated 22nd January, 2013 and registered with the District Sub-Registrar- II Barasat, in Book No. I, Volume No. 4, Pages 1960 to 1981 Being No. 00907 for the year 2013 the said Shankar Ghosh, for the consideration therein mentioned, sold to Suresh Verma All That portion containing an area of 5.44 Satak more or less out of and in the said Dag No. 4332 absolutely and forever.
- 11.26. By Sale Deed dated 22nd January, 2013 and registered with the District Sub-Registrar- II Barasat, in Book No. I, Volume No. 4, Pages 1982 to 2003 Being No. 00908 for the year 2013 the said Shankar Ghosh, for the consideration therein mentioned, sold to the said Ramesh Verma All That portion containing an area of 5.44 Satak more or less out of and in the said Dag No. 4332 absolutely and forever.
- 11.27. By Sale Deed dated 13th September, 2013 and registered with the District Sub-Registrar- II Barasat, in Book No. I, Volume No. 44, Pages 1744 to 1760 Being No. 12167 for the year 2013 the said Shankar Ghosh, for the consideration therein mentioned, sold to Anand Verma All That portion containing an area of 2 Satak more or less out of and in the said Dag No. 4332 absolutely and forever.

- 11.28. By Sale Deed dated 21st April, 2016 and registered with the District Sub-Registrar- II Barasat in Book No. I, Volume No. 1502-2016, Pages 36687 to 36715 Being No. 150201510 for the year 2016 the said Ajoy Ghosh, for the consideration therein mentioned, sold to Deepmala Verma All That his entire portion containing an area of 7.25 Satak more or less out of and in the said Dag No. 4332 absolutely and forever.
- 11.29. By a Deed of Gift dated 18th March, 2023 and registered with Additional Registrar of Assurances- III Kolkata, in Book No. I, Volume No. 1903-2023, Pages 66782 to 66801 Being No. 01684 for the year 2023, the said Ramesh Verma granted conveyed and transferred, by way of gift, to Anand Verma All That portion of land containing an area of 2 Satak more or less in the said Dag No. 4322 absolutely and forever.
- 11.30. On the intestate death of the said Babulal Verma as aforesaid, Ramesh Verma and Suresh Verma as his only heirs and legal representatives inherited and became entitled to his entire portion out of and in the said Dag No. 4332 absolutely.
- 11.31. The names of Suresh Verma, Ramesh Verma, Anand Verma, Deepmala Verma and Islam Mondal were recorded in the L.R. Records of Rights under L.R. Khatian Nos. 6514, 7585, 7598, 21753 and 5629.
- 11.32. The said Suresh Verma, Ramesh Verma, Anand Verma, Deepmala Verma and Islam Mondal became the owners of the Dag 4332 Property with the said Suresh Verma (the Vendor No. 1.5), owning 52.88 Satak more or less, Ramesh Verma (the Vendor No. 1.1) owning 46.62 Satak more or less, Deepmala Verma (the Vendor No. 1.2) owning 7.25 Satak more or less, Anand Verma (the Vendor No. 1.4) owning 2 Satak more or less and Islam Mondal (the Vendor No. 1.10) owning 7.25 Satak more or less.
12. **Re : Dag No. 4331 – Total Area in Dag 18 Satak, Subject Area– 8 Satak (“Dag 4331 Property”) and Dag No. 4334 - Total Area in Dag 58 Satak, Subject Area– 19 Satak (“Dag 4334 Property”)**
- 12.1. One Abdul Chattar Midda was the sole and absolute owner containing an area of ALL THOSE FIRSTLY piece and parcel of land containing an area of 18 Satak more or less comprised in R.S. Dag 4331 (hereinafter referred to as “**Dag 4331 Larger Property**”) and SECONDLY piece and parcel of land containing an area of 58 Satak more or less comprised in R.S. Dag 4334 (hereinafter referred to as “**Dag 4334 Larger Property**”)
- 12.2. On the intestate death of the said Abdul Chattar Midda as aforesaid, the said Amena Bibi, Abdul Gaffar Midda, Abdul Bari Midda, Abdul Hamid Midda, Abdul Mujit Midda, Abdul Aziz Midda, Abdul Wazed Midda, Rabiya Bibi, Jamila Bibi and Rahima Bibi inherited and became the entitled to the said Dag 4331 Larger Property and the said Dag 4334 Larger Property.
- 12.3. The facts about the death of the said Abdul Bari Midda, Abdul Hamid Midda, Amena Bibi, Abdul Mujit Midda and Anowar Ali Midda are stated above and their respective heirs inherited and became entitled to their respective part or shares of and in the Dag 4331 Larger Property and Dag 4334 Larger Property.
- 12.4. By the said Deed of Partition dated 21st June, 2013 and registered with the Additional District Sub-Registrar Bidhannagar, in Book No. I, Volume No. 6, Pages 2324 to 2350

Being No. 01998 for the year 2013 the said Abdul Gafar Midda alias Abdul Gaffer Midda, Abdul Ajiz Midda alias Abdul Azit Midda, Abdul Wazed Midda alias Abdul Oajed Midda, Rabia Bibi alias Rabiya Bibi alias Rakia Bibi, Jamila Khatun alias Jamila Molla alias Jamila Bibi, Rahima Bibi Mondal alias Rahima Bibi alias Rahima Khatun, Rabia Bibi alias Mosa Rabia Begum (since deceased) Abdul Razzak Midda, Md. Ishak Midda alias Asha Haque Midda alias Ashahaque Midda, Ansar Midda, Ajgar Midda, Rajiya Molla alias Raziya Bibi, Sufiya Bibi alias Sufia Bibi, Firoja Begum alias Riroja Begum, Tanujan Bibi, Khodaja Bibi Midda, Arif Midda, Sarifuddin Midda alias Sarifuddin Midda, Amir Ali Midda, Tajmira Bibi, Ajmira Bibi were allotted of ALL THAT the said Dag 4331 Larger Property and the said Dag 4334 Larger Property.

- 12.5. By Sale Deed dated 11th September, 2013 and registered with the Additional District Sub-Registrar Bidhannagar, in Book No. I, Volume No. 08, Pages 4812 to 4848 Being No. 02765 for the year 2013 Abdul Gafar Midda alias Abdul Gaffer Midda, Abdul Ajiz Midda alias Abdul Azit Midda, Abdul Wazed Midda alias Abdul Oajed Midda, Rabia Bibi alias Rabiya Bibi alias Rakia Bibi, Jamila Khatun alias Jamila Molla alias Jamila Bibi, Rahima Bibi Mondal alias Rahima Bibi alias Rahima Khatun, Rabia Bibi alias Mosa Rabia Begum, Abdul Razzak Midda, Md. Ishak Midda alias Asha Haque Midda alias Ashahaque Midda, Ansar Midda, Ajgar Midda, Rajiya Molla alias Raziya Bibi, Sufiya Bibi alias Sufia Bibi, Firoja Begum alias Riroja Begum, Tanujan Bibi, Khodaja Bibi Midda, Arif Midda, Sarifuddin Midda alias Sarifuddin Midda, Amir Ali Midda, Tajmira Bibi, Ajmira Bibi, for the consideration therein mentioned, sold to Greentouch Projects Ltd, Greentouch Tours and Travels Pvt Ltd, Greentouch Trading Private Limited, Esteem Financial Consultants Private Limited, Greentouch Financial Consultants Private Limited, Greentouch Educational Services Private Limited, Greentouch Computech Private Limited, Greentouch Entertainment Private Limited, Star Abasan Private Limited, Punit Abasan Private Limited, Yash Akriti Nirman Private Limited, Sumit Grih Nirman Private Limited, Mukul Shelter Private Limited, Rohit Infracon Private Limited, Param Realcon Private Limited, Kalpataru Infracon Private Limited All That entire 58 Satak more or less in the said Dag No. 4334 Larger Property, absolutely and forever.
- 12.6. By Sale Deed dated 26th June, 2014 and registered with the Additional District Sub-Registrar Bidhannagar, in Book No. I, Volume No. 06, Pages 7743 to 7786 Being No. 01782 for the year 2014 Abdul Gafar Midda alias Abdul Gaffer Midda, Abdul Ajiz Midda alias Abdul Azit Midda, Abdul Wazed Midda alias Abdul Oajed Midda, Rabia Bibi alias Rabiya Bibi alias Rakia Bibi, Jamila Khatun alias Jamila Molla alias Jamila Bibi, Rahima Bibi Mondal alias Rahima Bibi alias Rahima Khatun, Rabia Bibi alias Mosa Rabia Begum (since deceased) Abdul Razzak Midda, Md. Ishak Midda alias Asha Haque Midda alias Ashahaque Midda, Ansar Midda, Ajgar Midda, Rajiya Molla alias Raziya Bibi, Sufiya Bibi alias Sufia Bibi, Firoja Begum alias Riroja Begum, Tanujan Bibi, Khodaja Bibi Midda, Arif Midda, Sarifuddin Midda alias Sarifuddin Midda, Amir Ali Midda, Tajmira Bibi, Ajmira Bibi, for the consideration therein mentioned, sold to Greentouch Projects Ltd, Greentouch Tours and Travels Pvt Ltd, Greentouch Trading Private Limited, Esteem Financial Consultants Private Limited, Greentouch Financial Consultants Private Limited, Greentouch Educational Services Private Limited, Greentouch Computech Private Limited, Greentouch Entertainment Private Limited, Star Abasan Private Limited, Punit Abasan Private Limited, Yash Akriti Nirman Private Limited, Sumit Griha Nirman Private Limited, Mukul Shelter Private Limited, Rohit Infracon Private Limited, Param Realcon Private Limited, Kalpataru

Infracon Private Limited All That entire 18 Satak more or less in the said Dag No. 4331 Larger Property, absolutely and forever.

- 12.7. By the said Sale Deed dated 08th June, 2017 and registered with the Additional Registrar of Assurances- IV, Kolkata, in Book No. I, Volume No. 1904-2017, Pages 200340 to 200415 Being No. 190405614 for the year 2017 the said Greentouch Projects Limited, Greentouch Tours and Travels Private Limited, Greentouch Trading Private Limited, Esteem Financial Consultants Private Limited, Greentouch Financial Consultants Private Limited, Greentouch Educational Services Private Limited, Greentouch Computech Private Limited, Greentouch Entertainment Private Limited, for the consideration therein mentioned, sold to Sushil Kumar Jhunjunwala, Smt. Kiran Jhunjunwala, Raunak Jhunjunwala, Saurabh Jhunjunwala, Sushil Kumar Jhunjunwala (H.U.F.), Archita Jhunjunwala and Raunak Properties Private Limited All Those FIRSTLY their entire portion containing an area of 9 Satak more or less out of and in the said Dag No. 4331 and SECONDLY their entire portion containing an area of 29 Satak more or less out of and in the said Dag No. 4334 absolutely and forever.
- 12.8. By the said Sale Deed dated 25th October, 2017 and registered with the Additional Registrar of Assurances- IV, Kolkata, in Book No. I, Volume No. 1904-2017, Pages 405980 to 406028 Being No. 190410687 for the year 2017 the said Star Abasan Private Limited, Punit Abasan Private Limited, Yash Akriti Nirman Private Limited, Sumit Grih Nirman Private Limited, Mukul Shelter Private Limited, Rohit Infracon Private Limited, Param Realcon Private Limited, Kalpataru Infracon Private Limited, for the consideration therein mentioned, sold jointly their undivided respective shares to Raunak Properties Private Limited All Those FIRSTLY their entire portion containing an area of 9 Satak more or less out of and in the said Dag No. 4331 and SECONDLY their entire portion containing an area of 29 Satak more or less out of and in the said Dag No. 4334 absolutely and forever.
- 12.9. The name of Raunak Properties Private Limited was recorded in the L.R. Records of Rights under L.R. Khatian Nos. 22758.
- 12.10. The said Raunak Properties Private Limited (the Vendor No. 1.12) owning as aforesaid intends to include 8 Satak portion on the northern side of the said Dag No. 4331 in the Subject Property and 3 Satak portion on the north-eastern side of the said Dag No. 4334 in the Subject Property.
13. **Re : Dag No. 4314– Total Area in Dag 19 Sataks, Subject Area –10.135 Sataks (“Dag 4314 Property”) and Dag No. 4316 - Total Area in Dag 61 Sataks, Subject Area – 45.75 Sataks (“Dag 4316 Property”)**
- 13.1. One Haran Mondal alias Haran Ali Mondal was the sole and absolute owner of one-half of the pieces and parcels of land out of and in the said R.S. Dag Nos. 4314 and 4316.
- 13.2. The said Haran Mondal alias Haran Ali Mondal died intestate him surviving his three sons Fakir Mondal, Harmat Ali Mondal, Chattar Ali Mondal and four daughters Sabiron Bibi alias Chhamiran Bibi, Aharjan Bibi, Momena Bibi and Rabijan Bibi as his only heirs and legal representatives who upon his death inherited and became the owners of his entire part or share of and in the said Dag Nos. 4314 and 4316.

- 13.3. The said Harmat Ali Mondal died intestate leaving him surviving his wife Amina Bibi, two sons Ayef Ali Mondal, Sukur Ali Mondal and two daughters Sobratan Bibi and Rabia Bibi as his only heirs and legal representatives who upon his death inherited and became the owners of his entire part or share of and in the said Dag Nos. 4314 and 4316.
- 13.4. The said Chattar Ali Mondal died intestate leaving him surviving his wife Golenur Bibi, two sons Asmath Mondal, Kismath Mondal and two daughters Hasina Bibi and Chayeria Bibi as his only heirs and legal representatives who upon his death inherited and became the owners of his entire part or share of and in the said Dag Nos. 4314 and 4316.
- 13.5. By a Sale Deed dated 07th May, 2008 and registered with the Additional District Sub-Registrar Bidhannagar, District North 24 Parganas, in Book No. I, Volume No. 6, Pages 4740 to 4753 Being No. 05972 for the year 2008 the said Golenur Bibi, Kismath Mondal and Hasina Bibi for the consideration therein mentioned sold to the said Babulal Verma All Those their entire portions out of and in the said Dag Nos. 4314 and 4316 absolutely and forever.
- 13.6. By a Sale Deed dated 24th March, 2009 and registered with the District Sub-Registrar- II Barasat, North 24 Parganas, in Book No. I, Volume No. 2, Pages 7778 to 7788 Being No. 01900 for the year 2009 the said Asmath Mondal and Chayeria Bibi alias Saherabanu Bibi for the consideration therein mentioned sold to the said Babulal Verma All Those their entire portions out of and in the said Dag Nos. 4314 and 4316 absolutely and forever.
- 13.7. By Sale Deed dated 13th June, 2013 and registered with the District Sub-Registrar- II Barasat, North 24 Parganas, in Book No. I, Volume No. 31, Pages 1862 to 1883 Being No. 08564 for the year 2013 the said Chhamiran Bibi and Aharjan Bibi for the consideration therein mentioned sold to the said Ramesh Verma All That portion measuring 5 Sataks more or less out of and in the said Dag No. 4316 absolutely and forever.
- 13.8. By Sale Deed dated 13th June, 2013 and registered with the District Sub-Registrar- II Barasat, North 24 Parganas, in Book No. I, Volume No. 31, Pages 1884 to 1905 Being No. 08565 for the year 2013 the said Chhamiran Bibi and Aharjan Bibi for the consideration therein mentioned sold to the said Babulal Verma All Those their entire portion out of and in the said Dag No. 4314 and their remaining entire portion out of and in the said Dag No. 4316 absolutely and forever.
- 13.9. By Sale Deed dated 24th August, 2015 and registered with the District Sub-Registrar- II Barasat, North 24 Parganas, in Book No. I, Volume No. 1502-2015, Pages 22798 to 22839 Being No. 150202476 for the year 2015 Fakir Mondal, Ayef Ali Mondal, Sukur Ali Mondal, Sobratan Bibi, Rabia Bibi and Amina Bibi for the consideration therein mentioned sold to Raj Kumar Verma All That one-third out of their parts or shares out of and in the said Dag Nos. 4314 and 4316 absolutely and forever.
- 13.10. By Sale Deed dated 24th August, 2015 and registered with the District Sub-Registrar- II Barasat, North 24 Parganas, in Book No. I, Volume No. 1502-2015, Pages 22840 to 22875 Being No. 150202477 for the year 2015 Fakir Ali Mondal, Ayef Ali Mondal, Sukur Ali Mondal, Sobratan Bibi, Rabia Bibi and Amina Bibi for the consideration therein mentioned sold to Kiran Verma All That one-third out of their parts or shares out of and in the said Dag Nos. 4314 and 4316, absolutely and forever.

- 13.11. By Sale Deed dated 24th August, 2015 and registered with the District Sub-Registrar- II Barasat, North 24 Parganas, in Book No. I, Volume No. 1502-2015, Pages 22876 to 22912 Being No. 150202478 for the year 2015 Fakir Ali Mondal, Ayef Ali Mondal, Sukur Ali Mondal, Sobratan Bibi, Rabia Bibi and Amina Bibi for the consideration therein mentioned sold to Karan Verma All That one-third out of their parts or shares out of and in the said Dag Nos. 4314 and 4316, absolutely and forever.
- 13.12. By Sale Deed dated 16th September, 2016 and registered with the District Sub-Registrar- II Barasat, North 24 Parganas, in Book No. I, Volume No. 1502-2016, Pages 79683 to 79710 Being No. 150203191 for the year 2016 the said Rabijan Bibi and Momena Bibi for the consideration therein mentioned sold to the said Babulal Verma All Those their entire parts or shares out of and in the the said Dag Nos. 4314 and 4316, absolutely and forever.
- 13.13. By Sale Deed dated 19th September, 2008 and registered with the District Sub-Registrar- II Barasat, in Book No. I, Volume No. 8, Pages 7519 to 7534 Being No. 06865 for the year 2008 one Sankar Chakraborty, Pradip Chakraborty and Sudip Chakraborty for the consideration therein mentioned sold to the said Babulal Verma All Those FIRSTLY portion measuring 2.375 Sataks more or less out of and in the said Dag No. 4314 and SECONDLY portion measuring 7.625 Sataks more or less out of and in the said Dag No. 4316 absolutely and forever.
- 13.14. By Sale Deed dated 09th June, 1975 registered with the Sub-Registrar Cossipore Dum Dum, District North 24 Parganas in Book No. I, Volume No. 102, Pages 87 to 91 Being No. 5657 for the year 1975 one Gobinda Kumar Chakraborty for the consideration therein mentioned sold to one Sunil Chakraborty ALL THOSE FIRSTLY portion measuring 02 Sataks more or less out of and in the said Dag No. 4314 property and SECONDLY portion measuring 08 Sataks more or less out of and in the said Dag No. 4316 property absolutely and forever.
- 13.15. By Sale Deed dated 13th January, 1992 registered with the Additional District Sub-Registrar Bidhannagar, District North 24 Parganas in Book No. I, Volume No. 5, Pages 143 to 148 Being No. 241 for the year 1992 the said Sunil Chakraborty for the consideration therein mentioned sold to one Md. Ashraf Ali Mondal ALL THOSE his entire portion or share out of and in the said Dag Nos. 4314 and 4316 absolutely and forever.
- 13.16. By Sale Deed dated 18th February, 2009 and registered with the District Sub-Registrar- II Barasat, North 24 Parganas in Book No. I, Volume No. 2, Pages 5768 to 5778 Being No. 01751 for the year 2009 the said Md. Ashraf Ali Mondal for the consideration therein mentioned sold to the said Babulal Verma All THOSE his entire portion or share out of and in the said Dag Nos. 4314 and 4316 absolutely and forever.
- 13.17. By Sale Deed dated 19th November, 2010 and registered with the District Sub-Registrar- II Barasat, North 24 Parganas in Book No. I, Volume No. 45, Pages 4558 to 4575 Being No. 13209 for the year 2010 the said Md. Ashraf Ali Mondal for the consideration therein mentioned sold to Manisha Verma ALL THOSE FIRSTLY portion measuring 04 Sataks more or less out of and in the said Dag No. 4314 and SECONDLY portion measuring 03 Sataks more or less out of and in the said Dag No. 4316 absolutely and forever.

- 13.18. By Sale Deed dated 03rd November, 2015 and registered with the District Sub-Registrar-II Barasat, North 24 Parganas in Book No. I, Volume No. 1502-2015, Pages 39850 to 39872 Being No. 150203153 for the year 2015 one Sushil Kumar Chakraborty for the consideration therein mentioned sold to Kamal Verma All THOSE FIRSTLY portion measuring 01 Satak more or less out of and in the said Dag No. 4314 property and SECONDLY portion measuring 02 Sataks more or less out of and in the said Dag No. 4316 property absolutely and forever.
- 13.19. By Sale Deed dated 10th July, 2019 and registered with the Additional Registrar of Assurances- IV, Kolkata, in Book No. I, Volume No. 1904-2019, Pages 326413 to 326438 Being No. 190406831 for the year 2019 one Mitali Bhattacharjee for the consideration therein mentioned sold to Megha Verma All Those FIRSTLY portion measuring 1 Satak more or less out of and in the said Dag No. 4314 property and SECONDLY portion measuring 2.30 Satak in the said Dag No. 4316 property absolutely and forever.
- 13.20. By a Deed of Gift dated 10th November, 2022 and registered with Additional District Sub-Registrar Bidhannagar, (Salt Lake City), District North 24 Parganas in Book No. I, Volume No. 1504-2022, Pages 192812 to 192832 Being No. 04694 for the year 2022, the said Rajkumar Verma granted conveyed and transferred, by way of gift, to Megha Verma All Those FIRSTLY portion measuring 0.65 Sataks more or less out of and in the said Dag No. 4314 property and SECONDLY portion measuring 1 Satak more or less out of and in the Dag 4316 property absolutely and forever.
- 13.21. By Sale Deed dated 06th April, 2023 and registered with the Additional District Sub-Registrar Bidhannagar, District North 24 Parganas, in Book No. I, Volume No. 1504-2023, Pages 33671 to 33694 Being No. 150400819 for the year 2023 the said Kiran Verma for the consideration therein mentioned sold to Ms. Radha Rani Jena All Those FIRSTLY her entire portion measuring 3.17 Sataks more or less out of and in the said Dag No. 4314 property and SECONDLY portion measuring 1.16 Sataks in the said Dag No. 4316 property absolutely and forever.
- 13.22. By Sale Deed dated 06th April, 2023 and registered with the Additional District Sub-Registrar Bidhannagar, District North 24 Parganas, in Book No. I, Volume No. 1504-2023, Pages 33695 to 33718 Being No. 150400820 for the year 2023 the said Karan Verma for the consideration therein mentioned sold to the said Radha Rani Jena All Those FIRSTLY her entire portion measuring 3.17 Sataks more or less out of and in the said Dag No. 4314 property and SECONDLY portion measuring 1.16 Sataks in the said Dag No. 4316 property absolutely and forever.
- 13.23. By Sale Deed dated 06th April, 2023 and registered with the Additional District Sub-Registrar Bidhannagar, District North 24 Parganas, in Book No. I, Volume No. 1504-2023, Pages 33743 to 33766 Being No. 150400821 for the year 2023 the said Megha Verma for the consideration therein mentioned sold to the said Radha Rani Jena All Those her entire portion or share out of and in the said Dag Nos. 4314 and 4316 absolutely and forever.
- 13.24. By Sale Deed dated 06th April, 2023 and registered with the Additional District Sub-Registrar Bidhannagar, District North 24 Parganas, in Book No. I, Volume No. 1504-2023, Pages 33767 to 33790 Being No. 150400822 for the year 2023 the said Kamal Verma for

the consideration therein mentioned sold to the said Radha Rani Jena All Those his entire portion or share out of and in the said Dag Nos. 4314 and 4316 absolutely and forever.

- 13.25. By Sale Deed dated 06th April, 2023 and registered with the Additional District Sub-Registrar Bidhannagar, District North 24 Parganas, in Book No. I, Volume No. 1504-2023, Pages 33791 to 33814 Being No. 150400823 for the year 2023 the said Rajkumar Verma for the consideration therein mentioned sold to the said Radha Rani Jena All That his entire remaining portion out of and in the said Dag No. 4314, absolutely and forever.
- 13.26. By Sale Deed dated 10th April, 2023 and registered with the Additional District Sub-Registrar Bidhannagar, District North 24 Parganas, in Book No. I, Volume No. 1504-2023, Pages 34337 to 34360 Being No. 150400841 for the year 2023 the said Rajkumar Verma for the consideration therein mentioned sold to the said Radha Rani Jena All That his entire remaining portion out of and in the said Dag No. 4316, absolutely and forever.
- 13.27. By Sale Deed dated 10th April, 2023 and registered with the Additional District Sub-Registrar Bidhannagar, District North 24 Parganas, in Book No. I, Volume No. 1504-2023, Pages 34361 to 34384 Being No. 150400842 for the year 2023 the said Karan Verma for the consideration therein mentioned sold to the said Radha Rani Jena All That his entire remaining portion out of and in the said Dag No. 4316, absolutely and forever.
- 13.28. By Sale Deed dated 10th April, 2023 and registered with the Additional District Sub-Registrar Bidhannagar, District North 24 Parganas, in Book No. I, Volume No. 1504-2023, Pages 34385 to 34408 Being No. 150400843 for the year 2023 the said Kiran Verma for the consideration therein mentioned sold to the said Radha Rani Jena All That her entire remaining portion out of and in the said Dag No. 4316 property, absolutely and forever.
- 13.29. On the intestate death of the said Babulal Verma as aforesaid, Ramesh Verma and Suresh Verma became entitled to his entire portion in the said Dag Nos. 4314 and 4316 absolutely. The names of the said Ramesh Verma (the Vendor No. 1.1 hereto), Manisha Verma, Suresh Verma (the Vendor No. 1.5 hereto) and Raj Kumar Verma, Karan Verma, Kiran Verma and Kamal Verma were recorded in the L.R. Records of Rights under L.R. Khatian Nos. 7585, 24264, 6514, 21299, 21300, 21301 and 21881.
- 13.30. The said Ramesh Verma, Manisha Verma, Suresh Verma and Radha Rani Jena intend to include 10.135 Satak portion on the eastern side of the said Dag No. 4314 in the Subject Property and 45.75 Satak portion on the eastern side of the said Dag No. 4316 in the Subject Property.

14. Previous development agreements and related contracts and sanction of plans:

- 14.1. The following development agreements have already been entered into with the Developer:

- 14.1.1. Development Agreement dated 11th December, 2017 between M/s Verma Real Estate Private Limited as Owner and Promoter hereto as Developer and registered with Additional Registrar of Assurances- IV, Kolkata in Book I Volume No. 1904-2017 Pages 460428 to 460477 Being No. 190412320 for the year 2017;

- 14.1.2. Development Agreement dated 11th December, 2017 between Islam Mondal and Sakila Bibi as Owners and Promoter hereto as Developer and registered with Additional Registrar of Assurances- IV, Kolkata in Book I Volume No. 1904-2017 Pages 460190 to 460242 Being No. 190412323 for the year 2017;
- 14.1.3. Development Agreement dated 11th December, 2017 between Karan Verma, Kiran Verma, Rajkumar Verma, Ramesh Verma, Suresh Verma, Pratik Verma, Manisha Verma, Sabita Verma, Anand Verma, Sneha Verma and Deepmala Verma as Owners and Promoter hereto as Developer and registered with Additional Registrar of Assurances- IV, Kolkata in Book I Volume No. 1904-2017 Pages 460243 to 460316 Being No. 190412324 for the year 2017;
- 14.1.4. Development Agreement dated 11th December, 2017 between Karan Verma, Rajkumar Verma, Kiran Verma and Manisha Verma as Owners and Promoter hereto as Developer and registered with Additional Registrar of Assurances- IV, Kolkata in Book I Volume No. 1904-2017 Pages 460370 to 460427 Being No. 190412328 for the year 2017;
- 14.1.5. Development Agreement dated 11th December, 2017 between Babulal Verma as Owner and Promoter hereto as Developer and registered with Additional Registrar of Assurances- IV, Kolkata in Book I Volume No. 1904-2017 Pages 460317 to 460369 Being No. 190412329 for the year 2017;
- 14.1.6. Development Agreement dated 11th December, 2017 between Sakila Bibi as Owner and Promoter hereto as Developer and registered with Additional Registrar of Assurances- IV, Kolkata in Book I Volume No. 1904-2017 Pages 460141 to 460189 Being No. 190412330 for the year 2017;
- 14.1.7. Development Agreement dated 11th December, 2017 between Babulal Verma as Owner and Promoter hereto as Developer and registered with Additional Registrar of Assurances- IV, Kolkata in Book I Volume No. 1904-2017 Pages 460056 to 460105 Being No. 190412332 for the year 2017;
- 14.1.8. Development Agreement dated 05th March, 2018 between Kamal Verma as Owner and Promoter hereto as Developer and registered with Additional Registrar of Assurances- IV, Kolkata in Book I Volume No. 1904-2018 Pages 113060 to 113108 Being No. 190402251 for the year 2018;
- 14.1.9. Supplementary Development Agreement dated 27th January, 2021 between Islam Mondal and Sakila Bibi as Owners and Promoter hereto as Developer and registered with Additional Registrar of Assurances- IV, Kolkata in Book I Volume No. 1904-2021 Pages 24459 to 24488 Being No. 190400315 for the year 2021;
- 14.1.10. Supplementary Development Agreement dated 27th January, 2021 between M/s Verma Real Estate Private Limited as Owner and Promoter hereto as Developer and registered with Additional Registrar of Assurances- IV, Kolkata in Book I Volume No. 1904-2021 Pages 24401 to 24428 Being No. 190400316 for the year 2021;

- 14.1.11. Supplementary Development Agreement dated 27th January, 2021 between Babulal Verma as Owner and Promoter hereto as Developer and registered with Additional Registrar of Assurances- IV, Kolkata in Book I Volume No. 1904-2021 Pages 24429 to 24458 Being No. 190400317 for the year 2021;
- 14.1.12. Supplementary Development Agreement dated 27th January, 2021 between Karan Verma, Kiran Verma, Rajkumar Verma, Ramesh Verma, Suresh Verma, Pratik Verma, Manisha Verma, Sabita Verma, Anand Verma, Sneha Verma and Deepmala Verma as Owners and Promoter hereto as Developer and registered with Additional Registrar of Assurances- IV, Kolkata in Book I Volume No. 1904-2021 Pages 29582 to 29640 Being No. 190400320 for the year 2021;
- 14.1.13. Power of attorney dated 11th December, 2017 granted by Karan Verma, Kiran Verma, Rajkumar Verma, Ramesh Verma, Suresh Verma, Pratik Verma, Manisha Verma, Sabita Verma, Anand Verma, Sneha Verma and Deepmala Verma in favour of the Developer and registered with Additional Registrar of Assurances- IV, Kolkata in Book I Volume No. 1904-2017 Pages 481341 to 481392 Being No. 190412497 for the year 2017;
- 14.1.14. Power of attorney dated 11th December, 2017 granted by Islam Mondal and Sakila Bibi in favour of the Developer and registered with Additional Registrar of Assurances- IV, Kolkata in Book I Volume No. 1904-2017 Pages 480878 to 480907 Being No. 190412498 for the year 2017;
- 14.1.15. Power of attorney dated 11th December, 2017 granted by Babulal Verma in favour of the Developer and registered with Additional Registrar of Assurances- IV, Kolkata in Book I Volume No. 1904-2017 Pages 480908 to 480935 Being No. 190412499 for the year 2017;
- 14.1.16. Power of attorney dated 11th December, 2017 granted by Babulal Verma in favour of the Developer and registered with Additional Registrar of Assurances- IV, Kolkata in Book I Volume No. 1904-2017 Pages 480209 to 480237 Being No. 190412500 for the year 2017;
- 14.1.17. Power of attorney dated 11th December, 2017 granted by M/s Verma Real Estate Private Limited in favour of the Developer and registered with Additional Registrar of Assurances- IV, Kolkata in Book I Volume No. 1904-2017 Pages 480238 to 480265 Being No. 190412505 for the year 2017;
- 14.1.18. Power of attorney dated 11th December, 2017 granted by Karan Verma, Rajkumar Verma, Kiran Verma and Manisha Verma in favour of the Developer and registered with Additional Registrar of Assurances- IV, Kolkata in Book I Volume No. 1904-2017 Pages 478735 to 478767 Being No. 190412506 for the year 2017
- 14.1.19. Power of attorney dated 11th December, 2017 granted by Sakila Bibi in favour of the Developer and registered with Additional Registrar of Assurances- IV, Kolkata in Book I Volume No. 1904-2017 Pages 479277 to 479303 Being No. 190412508 for the year 2017;

- 14.1.20. Power of attorney dated 05th March, 2018 granted by Kamal Verma in favour of the Developer and registered with Additional Registrar of Assurances-IV, Kolkata in Book I Volume No. 1904-2018 Pages 106390 to 106418 Being No. 190402268 for the year 2018;
- 14.1.21. Power of attorney dated 27th January, 2021 granted by Islam Mondal and Sakila Bibi in favour of the Developer and registered with Additional Registrar of Assurances- IV, Kolkata in Book I Volume No. 1904-2021 Pages 24887 to 24917 Being No. 190400325 for the year 2021;
- 14.1.22. Power of attorney dated 27th January, 2021 granted by Babulal Verma in favour of the Developer and registered with Additional Registrar of Assurances-IV, Kolkata in Book I Volume No. 1904-2021 Pages 24918 to 24946 Being No. 190400326 for the year 2021;
- 14.1.23. Power of attorney dated 27th January, 2021 granted by M/s. Verma Real Estate Private Limited in favour of the Developer and registered with Additional Registrar of Assurances- IV, Kolkata in Book I Volume No. 1904-2021 Pages 24222 to 24250 Being No. 190400327 for the year 2021;
- 14.1.24. Power of attorney dated 27th January, 2021 granted by Karan Verma, Kiran Verma, Rajkumar Verma, Ramesh Verma, Suresh Verma, Pratik Verma, Manisha Verma, Sabita Verma, Anand Verma, Sneha Verma and Deepmala Verma in favour of the Developer and registered with Additional Registrar of Assurances- IV, Kolkata in Book I Volume No. 1904-2021 Pages 24779 to 24838 Being No. 190400328 for the year 2021;
- 14.2. By a Deed of Amalgamation dated 16th September, 2021 and registered with Additional Registrar of Assurances- IV, Kolkata in Book I Volume No. 1904-2021 Pages 647894 to 648136 Being No. 190413614 for the year 2021, the Vendors hereto (other than Radha Rani Jena) alongwith Raj Kumar Verma, Kiran Verma, Kamal Verma, Karan Verma, Manisha Verma and Megha Verma, inter alia, agreed to the amalgamation of the Larger Property as morefully contained therein.
- 14.3. The Larger Property has been assessed by the Bidhannagar Municipal Corporation in BLOCK-A, Holding No AS/526/05/04, Street/Lane : GOPALPUR, Borough No 1, Ward-4.
- 14.4. The Promoter has already caused the building plans to be sanctioned in respect of the first phase of the Building Complex from the Bidhannagar Municipal Corporation vide Building Permit No. SWS-OBPAS/2109/2025/0297 dated 30-04-2025 and the definition of Building Plans as given in this Development Agreement shall unless excluded or repugnant to the subject or context include the said Building Permit already sanctioned by the Bidhannagar Municipal Corporation.
15. By a Development Agreement dated 08.11.2025 and registered with Additional Registrar of Assurances-IV, Kolkata in Book No. I, Volume No. 1904-2025, Pages from 679525 to 679659 Being No.190416117 for the year 2025 the Vendors herein and therein, inter alia, did thereby grant to SHR CONSTRUCTION LLP, the Promoter herein, the exclusive right to develop the Subject Property on the terms and conditions therein contained.

16. The Vendors has joined this Deed to complete the sale and transfer of the said share in the land and all and whatever their share, right, title and interest in the said Unit.

SCHEDULE-A-2

DEFINITIONS:

1. **DEFINITIONS:** Unless, in this Deed, there be something contrary or repugnant to the subject or context:
- (i) **"this Deed"** shall mean this Deed and Schedules all read together.
 - (ii) **"Co-owners"** shall mean (a) all the Purchasers of Units in the Project excepting those who (i) have either not been delivered possession of any Unit or (ii) have not got the conveyance deed in respect of any Unit to be executed and registered in their favour; and (b) for all Units which are not alienated by execution of deed of conveyance or whose possession are not parted with by the Vendor/Promoter, shall mean the respective Vendors and/or Promoter;
 - (iii) **"Parking Spaces"** shall include Car Parking Areas and Open Parking Areas.
 - (iv) **"Maintenance in-charge"** shall upon incorporation of the Association and its taking charge of the acts relating to the Common Purposes mean the Association and until then mean the Promoter;
 - (v) **Gender:** words importing masculine gender shall according to the context mean and construe any other gender and vice versa.
 - (vi) **Number:** words importing singular number shall according to the context mean and construe the plural number and vice versa

SCHEDULE 'B' – UNIT, PARKING ETC.,

1. **UNIT: ALL THAT** the residential flat being Unit No.____ containing a carpet area of ____ Square feet more or less alongwith balcony with a carpet area of ____ Square feet more or less and a total built-up area of Unit (including Balcony) of ____ Square feet more or less on the ____ floor of the Tower ____ (____) of the Project at the Project Land delineated in **"RED"** colour in the floor plan of the Unit annexed hereto and marked as Appendix-A.
2. **PARKING SPACE:**

ALL THAT the Parking Space No. _____ containing a area of _____ Square feet more or less of the Tower- _____ (_____) of the Project at the Project Land.

SCHEDULE C –EASEMENTS:

(Easements Granted to the Purchaser)

- A. The Purchaser shall be entitled to the easements, quasi-easements appurtenances and appurtenances belonging or appertaining to the Designated Apartment which are hereinafter specified Excepting and Reserving unto the Promoter and the Vendors and other persons deriving right, title and/or permission from the Promoter and the Vendor, the rights, easement, quasi easement, privileges and appurtenances hereinafter more particularly set forth in the Clause B below:
- a. The right of access and use of the Common Areas in common with the Vendor, the Promoter and/or the other Co-owners and the Maintenance In-charge for normal purposes connected with the use of the Designated Apartment.
 - b. The right of protection of the Designated Apartment by and from all other parts of the Building so far as they now protect the same.
 - c. The right of flow in common as aforesaid of electricity water sewerage drainage and other common utilities from and/or to the Designated Apartment through wires and conduits lying or being in under or over the other parts of the Building and/or the Project so far as may be reasonably necessary for the beneficial use occupation and enjoyment of the Designated Apartment.
 - d. The right of the Purchaser with or without workmen and necessary materials to enter from time to time upon the other parts of the Building for the purpose of rebuilding, repairing, replacing or cleaning, so far as may be necessary, such pipes, drains, sewers, wires and conduits belonging to or serving the Designated Apartment and other Apartments and portions of the Building and also for the purpose of repairing the Designated Apartment insofar as such repairing as aforesaid cannot be reasonably carried out without such entry and in all such cases excepting in emergent situation upon giving forty-eight hours previous notice in writing of the Purchaser's intention so to enter to the Maintenance In-charge and the Co-owner affected thereby.
 - e. All the above easements are subject to and conditional upon the Purchaser paying and depositing the maintenance charges, municipal rates and taxes, common expenses, electricity charges or any other amount or outgoing payable by the Purchaser under these presents within due dates and observing and performing the covenants terms and conditions on the part of the Purchaser to be observed and performed hereunder.
- B The under-mentioned rights easements quasi-easements and privileges appertaining to the Project shall be excepted and reserved for the Vendor, the Promoter and other persons deriving right, title and/or permission in respect thereof from them:
- a. The right of access and use of the Common Areas in common with the Purchaser and/or other person or persons entitled to the other part or parts or share or shares of the Project.
 - b. The right of flow in common with the Purchaser and other person or persons as aforesaid of electricity water waste or soil from and/or to any part (other than the Designated Apartment) of the other part or parts of the Building and/or the Project

through pipes drains wires conduits lying or being in under through or over the Designated Apartment as far as may be reasonably necessary for the beneficial use occupation and enjoyment of other part or parts of the Project.

- c. The right of protection of other part or parts of the Building by all parts of the Designated Apartment as the same can or does normally protect.
- d. The right as might otherwise become vested in the Purchaser by means of any of the structural alterations or otherwise in any manner to lessen or diminish the normal enjoyment by other part or parts of the Project.
- e. The right with or without workmen and necessary materials to enter from time to time upon the Designated Apartment for the purpose of laying down, testing, rebuilding, repairing, reinstating, replacing, cleaning, lighting and keeping in order and good condition so far as may be necessary, such sewers, pipes, drains, wires, cables, water courses, gutters, conduits, structures and other conveniences belonging to or serving or used for the Building and/or the Project and also for the purpose rebuilding or repairing any part or parts of the New Building (including any Common Areas) and similar purposes and also other common purposes, insofar as such activities cannot be reasonably carried out without such entry provided always that the Promoter or the Maintenance In-charge and other Co-owners of other part or parts of the Project shall excepting in emergent situation give to the Purchaser a prior forty-eight hours written notice of its or their intention for such entry as aforesaid.

SCHEDULE 'D' -COMMON AREAS AND INSTALLATIONS

1. AMENITIES & FACILITIES:

PART-I

1.1 Common Areas in the Building⁷:

- 1.2 Concealed electrical wiring and fittings and fixtures for lighting the staircase, the common areas, the lobby and the landings and for operating the installation of two lifts at the Designated Towers.
- 1.3 Electrical installations with main switch and meter and space required therefore in the Building.
- 1.4 Bore well/ Tube well (as the case may be) water pump overhead tanks and underground water reservoirs and spaces required thereto with water distribution pipes from such Overhead water tank connecting to the different Units of the Building and Space for Water pump and motor room therefor.
- 1.5 Water waste and sewerage evacuation pipes and drains from the Units to drains and sewers common to the Building.
- 1.6 Common corridors, lobbies, stairs, stairways landings entrances exits and pathways within each New Building.
- 1.7 Windows, doors, grills and other fittings in the common area.
- 1.8 Lifts, Lift wells spaces required therefor.
- 1.9 Portion of Roof as may be identified by the Promoter as Common Roof of the Designated Tower subject to the exceptions and reservations contained herein
- 1.10 Gate Goomty.
- 1.10.1 Such other common parts areas and any covered and open space in or about each New Building as may be provided by the Promoter.

PART-II

1.11 Common Areas in the Project:

- 1.11.1 Common Areas & Installations at the Project:
- 1.12 Driveways, pathway pavements and landscape green at the Project Land.
- 1.13 Space for transformer and Electrical installations and the accessories and wirings in respect of the Project and the space required therefore, if installed.

⁷ Particulars mentioned below may undergo changes at the time of sale deed as per changes made until then

- 1.14 Water Treatment Plant
- 1.15 Underground water reservoir, water pump with motor with water distribution pipes to the Overhead water tanks of Buildings.
- 1.16 Main Gates of the Project for entrances and exits, Boundary Walls,.
- 1.17 Water waste and sewerage evacuation pipes and drains from the several buildings to the municipal drains (if any).
- 1.18 Activity Centre Facilities
- 1.19 Space for Generator installations and its allied accessories room.
- 1.20 Boundary walls of the Project (excluding outer side of the walls of the Project Land) and main gates.
- 1.21 Common Podium except the private terrace agreed to be sold by the Promoter.
- 1.21.1 Such other common parts areas and any covered and open space in or about Project Land and for the Project as a whole as may be provided by the Promoter.

PART-III

ACTIVITY CENTRE FACILITIES

- 1 Community Hall With Pantry
- 2 Multipurpose Hall
- 3 Gym With Changing Room (Male And Female)
- 4 Indoor Games Room
- 5 Landscape Podium With Planters & Seats
- 6 Kid's Play Area
- 7 Multipurpose Lawn
- 8 Swimming Pool
- 9 Kids Pool
- 10 Jacuzzi
- 11 Party Lawn

SCHEDULE E

Common Expenses shall include the following ("Common Expenses"):

- 1. MAINTENANCE:** All costs and expenses of maintaining, repairing, redecorating, renovating, replacing, renewing, cleaning, lighting, upkeep etc. of the main structure including the roof (only to the extent of leakage and drainage to the upper floors), the Common Areas of the Designated Tower , lifts, generators, intercom, CCTV, water pump with motors, the Parking Spaces and all adjoining side spaces and all related, gutters and water pipes for all purposes, equipments and accessories, machinery, tools and tackles, Activity Centre Facilities related equipment's etc., drains and electric cables and wires in under or upon the Designated Tower and/or the Project and/or the Activity Centre Facilities and related facilities and/or enjoyed or used by the Purchaser in common with other occupiers or serving more than one Unit/flat and other saleable space in the Building

and at the Land, main entrance, landings and staircase of the Building enjoyed or used by the Purchaser in common as aforesaid and the boundary walls of the Land, compounds etc. The costs of cleaning and lighting the Common Areas, the main entrance, passages, driveways, landings, staircases and other parts of the Designated Tower and/or the Project so enjoyed or used by the Purchaser in common as aforesaid and keeping the adjoining side spaces in good and repaired conditions.

2. **OPERATIONAL:** All costs, charges and expenses for running and operating all machines equipments and installations comprised in the Common Areas (including lifts, generators, intercom, water pump with motor, Activity Centre Facilities related equipment's, electricity, light fittings etc and also the costs of repairing, renovating and replacing the same and also the Parking Spaces (excluding parking spaces in the Mechanical Parking System).
3. **STAFF:** The salaries, remuneration, fees and all other expenses of the staff, contractors, agencies etc.,) to be appointed or employed for the Common Purposes (e.g. security, electricians, maintenance persons, caretakers, accountants, clerks, other administrative staff, lift operators, plumbers, gardeners, sweepers, guards etc.).
4. **ASSOCIATION:** Establishment and all other expenses of the Association and also similar expenses of the Maintenance In-charge looking after the common purposes, until handing over the same to the Association.
5. **TAXES:** Municipal and other rates, taxes and levies and all other outgoings in respect of the Land and Common Areas (save those assessed separately in respect of any unit).
6. **AMC & INSURANCE:** Annual Maintenance Contracts, Insurance premium for insurance, if so done, of the Project (except individual units) and/or any Common Areas and also the Parking Spaces or any part thereof against normal degeneration or damages and/or Force Majeure events including earthquake, damages, fire, lightning, mob, violence, civil commotion (and other risks, if insured).
7. **COMMON UTILITIES:** Expenses for serving/supply of common facilities and utilities and all charges incidental thereto.
8. **RESERVES:** Creation of funds for replacement, renovation and/or other periodic expenses.
9. **PARKING SPACES:** All fees, taxes, costs, charges and expenses for operating cleaning, painting, managing maintaining, up-keeping, repair, replacement renovation, overhaul, in respect of the Parking Spaces excluding parking spaces in the Mechanical Parking System and also on deployment of personnel and agency for its operation, security, protection and other purposes etc.
10. **OTHERS:** All other expenses and/or outgoings including litigation expenses as are incurred by the Vendors, the Promoter, the Association for the common purposes.

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Deed at Kolkata in the presence of attesting witness, signing as such on the day first above written.

SIGNED AND DELIVERED BY THE WITHIN NAMED:

VENDORS:

Signature _____

Name: _____

Address: _____

SIGNED AND DELIVERED BY THE WITHIN NAMED:

PURCHASER: (including joint buyers)

Signature _____

Name _____

Address _____

Signature _____

Name:

Address:

SIGNED AND DELIVERED BY THE WITHIN NAMED:

PROMOTER:

Signature _____

Name: _____

Address: _____

At _____ on _____ in the presence of:

WITNESSES:

Signature _____

Name _____

Address _____

Signature _____

Name _____

Address _____

RECEIPT AND MEMO OF CONSIDERATION:

RECEIVED by the Promoter from the within named Purchaser the within mentioned sum of Rs. _____ /- (Rupees _____) only being the consideration in full payable under these presents by Cheques/Pay Order/Cash and other instruments as per Memo written herein below which includes a sum of Rs. _____/- being the entitlement of the Vendors received by it from time to time from the Promoter as pure reimbursement:

MEMO OF CONSIDERATION

Sl. No.	<i>By or out of Cash/Demand Draft/Cheque/ RTGS/NEFT Number</i>	<i>Date</i>	<i>Bank</i>	<i>Amount (in Rs. P.)</i>
1.				
2.				
3.				
4.				
5.				
6.				
7.				
			TOTAL	Rs. _____ /-

(Rupees _____) only

WITNESSES:

DATED THIS DAY OF 20

BETWEEN

NANU DEVELOPERS PRIVATE LIMITED & ORS.

... VENDORS

AND

SHR CONSTRUCTION LLP

... PROMOTER

AND

... PURCHASER

INDENTURE

(Unit No. _____ Tower _____)

DSP LAW ASSOCIATES

Advocates

4D, NICCO HOUSE

1B & 2, HARE STREET

KOLKATA - 700001.

SHR CONSTRUCTION LLP

Anirban Ghosh
Designated Partner *13/01/2026*