

**DEED OF CONVEYANCE**

**THIS DEED OF CONVEYANCE** is made and executed on this    Day    of    February  
Two Thousand Twenty-Six (2026).

**BETWEEN**

**1) DR. BIDYUT DATTA RAY**, son of Late Nripendra Chandra Datta Ray, having his Income Tax Permanent Account No. (**ADEPD 0048E**) and Aadhaar Card No. (**9064 2276 0344**), By Faith-Hindu, By Occupation-Medical Practitioner, By Nationality-Indian, residing at P-523, Raja Basanta Ray Road, Post Office-Sarat Bose Road, Police Station- Rabindra Sarobar, Kolkata-700029, District-South 24 Parganas, in the state of West Bengal, **2. SHRI GAUTAM MAJUMDER** son of Late Arun Majumdar, being OCI No. (**AC318503**) and Income Tax Permanent Account No. (**DOVPM 2772H**), and Aadhaar Card No. (**5637 8405 1032**), By Faith-Hindu, By Nationality-Canadian, by occupation-Service, residing at 38, Tulip Drive, Brampton ON L6Y 3W2, Canada, presently residing at Block E-1, Flat No. 104, Sugam Park, Premises No. 195, Netaji Subhas Road, Post Office: Narendrapur, Police Station - Sonarpur, Kolkata:- 700103, District-South 24 Parganas, in the State of West Bengal by virtue of a registered power of attorney registered at the office of District Sub Registrar III at Alipore, recorded in Book No. I, Volume No. 1603-2026, pages from 21708 to 21729 **being No. 300461 for the year 2026** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their successor(s), heir(s), successors-in-interest, executor (s), representative(s), administrator(s) and/or assigns) of the **FIRST PART**.

**AND**

**M/S. MODAK COMPANY**, having its Income Tax Permanent Account No. (**AAXFM 7557M**) Partnership Firm incorporated under the Indian Partnership Act, 1932, having its office at Victoria Plaza 385, Garia Main Road, Post Office- Garia, Police Station-Sonarpur, Kolkata- 700 084 in the District of South 24 Parganas; being represented by its partners, namely **1. SRI SAURAV MODAK**, son of Sri Subhas Chandra Modak, having his Income Tax Permanent Account No. (**AJGMP5912Q**) and Aadhaar Card No-**(2297 2432 9314)**, by Faith- Hindu, By Nationality-Indian, by occupation- Business, residing at CB-147, Sector- I. Salt Lake City, Police Station- Bidhan Nagar North, Post Office-Bidhannagar Kolkata-700064, District-North 24 Parganas, West Bengal **AND 2. SMT SUSMITA MODAK** wife of Sri Avijit Modak, having her Income Tax Permanent Account (**ALCPM 9072D**) and Aadhaar Card No- (**7760 2756 9804**), By Faith– Hindu, By Nationality-Indian, By Occupation Business, residing at – 37, Garia Place, Post Office-Garia, Police Station- **Narendrapur, Kolkata-700 084 in the District of South 24 Parganas, West Bengal**, hereinafter referred to as the **DEVELOPER** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their successor(s), heir(s), successors-in-interest, executor(s), representative(s), administrator(s) and/or assigns) of the **SECOND PART**.

**AND**

....., daughter of ....., having her Income Tax Permanent Account No. (.....), Aadhaar No. (.....) by Faith- Hindu, by Occupation-Service, **2. MRS .....**, wife of ....., having her Income Tax Permanent Account No.(.....), Aadhaar No. (**9315 8348 1171**) both are residing at 26 B, L.L.R SARANI, Post Office- Elgin Road, Police Station- Bhawanipur, Pin-700020, District-South 24 Parganas, West Bengal hereinafter referred to as the **“PURCHASERS”** (which expression shall unless excluded by or repugnant to the context be deemed to mean and include their heirs, legal representatives, successors, and/or

assigns) of the **THIRD PART**.

**1. DEFINITIONS:** Unless, in these presents, there be something contrary or repugnant to the subject or context:

**1.1. APPURTENANCES:** shall mean the appurtenances to the designated unit mentioned in the **SECOND SCHEDULE** hereunder written being the said common share in the said premises.

**1.2. ASSOCIATION:** shall mean any Association of Persons, Syndicate Committee, Society, Company or other body that may be formed of the Co-owners for the Common Purposes.

**1.3. BUILDING COMPLEX:** shall mean and include the said premises and the New Building or buildings construed thereon thereat with the Common Areas and Installations.

**1.4. BUILDING PLAN:** shall mean the plan for construction of the building sanctioned by the Rajpur Sonarpur Municipality vide Sanction Plan Number SWS-OBPAS/2207/2024/2630 dated 30<sup>th</sup> December 2024, which also includes all sanctionable modifications thereof and/or alterations thereto as may be made by the Developer with the approval of the Architects and/or the concerned authorities.

**1.5. COMMON AREAS AND INSTALLATIONS:** shall mean according to the context mean and include the areas installations and facilities comprised in and for the new building and the said premises as mentioned and specified in the **THIRD SCHEDULE** hereunder written and expressed or intended by the Developer for common use and enjoyment of the Purchaser/Purchasers in common with the Vendors and other persons permitted by the Developer and/or Vendors and save and except the same, no other part or portion of any individual Building or the said premises shall be claimed to be part of the Common Areas and Installations by the Purchaser/Purchasers either independently or jointly with any other Co-owners.

**1.6. COMMON EXPENSES:** shall mean and include all expenses for the Common Purposes, including those mentioned in the **FOURTH SCHEDULE** hereunder written.

**1.7. COMMON PURPOSES:** shall mean and include the purposes of managing maintaining and up-keeping the said premises and the New Building and in particular the Common Areas and Installations, rendition of common services in common to the Co-owners, collection and disbursement of the Common Expenses and dealing with the matters of common interest of 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 and Installations in common.

**1.8. CO-OWNERS:** shall mean all the buyers who from time to time have purchased or agreed to purchase any Unit and taken possession of such Unit including the Vendors and/or Developer for those Units not alienated or not agreed to be alienated by any of them.

**1.9. DESIGNATED UNIT:** shall mean the unit described in the **SECOND SCHEDULE** hereunder written.

**1.10. MAINTENANCE IN-CHARGE:** shall mean the newly formed Association will be responsible for maintenance and day-to-day affairs of the building and its common spaces in the said premises.

**1.11. NEW BUILDING:** shall mean the building constructed by the Developer at the said premises and include all additions, alterations and/or modifications thereof as may be made by the Developer from time to time.

**1.12. PARKING SPACES:** shall mean the spaces in the Building Complex expressed or intended by the Developer to be used for parking of motor cars, two-wheelers etc.

**1.13. PREMISES:** shall mean **ALL THAT** piece and parcel of Bastu Land admeasuring about 07 (Seven) Cottahs 11 (Eleven) Chittacks 05 (Five) Sq. Ft. be the same or little more or less, together with 800 Sq. Ft cemented flooring residential structure lying and situated in Mouza- Elachi, Pargana- Magura, J.L. No. 70, R.S. No. 223, Touzi No. 110, R.S. Khatian No. 666, corresponding to L.R. Khatian Nos. 3085, 3111 and 3118 R.S. Dag No. 225, corresponding to L.R. Dag No.263, Municipal Holding No. 8 S.N. Ghosh Avenue, within the local limit of Ward No. 26 of Rajpur Sonarpur Municipality, Post Office- Narendrapur, Police Station- Sonarpur, Kolkata-700103, with the Jurisdiction of Additional District Sub Registrar at Sonarpur, District- South 24 Parganas, in the state of West Bengal, described in the **FIRST SCHEDULE** hereunder written.

**1.14. SHARE IN THE SAID PREMISES** shall mean the proportionate undivided indivisible share in the land comprised in the said premises.

**1.15. UNITS:** shall mean the independent and self-contained flats and other constructed spaces in the New Building at the said premises capable of being exclusively held, used or occupied by person/persons.

**1.16. INTERPRETATION:** words importing **masculine gender** shall according to the context mean and construe **feminine gender** and/or **neuter gender** as the case may be, similarly, words importing **feminine gender** shall mean and construe **masculine gender** and/or **neuter gender**; Likewise words importing **neuter gender** shall mean and construe **masculine gender** and/or **feminine gender**. Words importing **singular** number shall, according to the context mean and construe the **plural** number and vice versa; Reference to any Clause shall mean such Clause of this deed and include any sub-clauses thereof. Reference to any Schedule shall mean such Schedule to this deed and include any parts of such Schedule. Headings, Clause Titles, Capitalized expressions and Bold expressions are given for convenience purpose only.

**2. DEVOLUTION and/or BACKGROUND OF TITLE OF THE PROPERTY:**  
The Title of ownership flows as follows from time to time, whereas:

**2.1. WHEREAS** one Sri Panchu Gopal Naskar and others were undivided joint owners in respect of **ALL THOSE** piece and parcel of Bastu Land measuring about 1.17 Decimals be the same or little more or less together with structure therein lying and situated at Mouza- Elachi, Pargana-Medanmolla, J.L. No.70, R.S. No.223, Touzi No.110, appertaining to R.S. Dag No.225, R. S. Khatian No.666, under Police Station- Sonarpur, District South 24 Parganas.

**2.2.** That due to the benefit and betterment uses of the aforesaid property said (1) Sri

Panchu Gopal Naskar, (2) Sri Narendra Nath Mondal, (3) Sri Dharendra Nath Mondal, (4) Sri Sankar Naskar (5) (a) Sri Balai Chandra Sardar and (5) (b) Smt. Maya Rani Sardar jointly executed and registered Amicable Deed of Partition on 23<sup>rd</sup> day of May 1984 corresponding to Bengali Year, 9<sup>th</sup> Jaistha, 1391, where Shri Panchu Gopal Naskar son of Late Haripada Naskar o therein referred to as the Party of the First Part, (2) Shri Narendra Nath Mondal, son of Late Nirapada Mondal, of Balia, Police Station- Sonarpur, District-South 24 Parganas therein referred to as the Party of the Second Part, (3) Shri. Dharendra Nath Mondal, son of Late Nirapada Mondal, Balia, Police Station- Sonarpur, District-South 24 Parganas therein referred to as the Party of the Third Part, (4) Shri Sankar Naskar, son of Late Amulya Charan Naskar, of Elachi, Police Station- Sonarpur, District- South 24 Parganas therein referred to as the Party of the Fourth Part, (5) (a) Sri Balai Chandra Sardar, son of Sri Biswanath Sardar, and (5) (b) Smt. Maya Rani Sardar, wife of Sri Balai Chandra Sardar, both are residents of Garia, Police Station- Sonarpur, District- South 24 Parganas therein referred to jointly as the Party of the Fifth Part and the Parties therein-named amicably Partition by mutual understanding in respect of Rayati Dakhila Satta Bishistha Bastu Land measuring about 1.17 Decimals equivalent to be the same or little more or less lying and situated at Mouza- Elachi, Pargana- Medanmolla, J.L. No.70, R.S. No.223, Touzi No.110, appertaining to R.S. Dag No.225, R.S. Khatian No.666, under, Police Station- Sonarpur, within the limits of Rajpur Sonarpur Municipality, District-South 24 Parganas. The said Registered Amicable Deed of Partition dated 23<sup>rd</sup> Day of May, 1984 was duly registered at the office of District Sub-Registrar at Alipore, District 24 Parganas and recorded in Book No. I, Volume No. 31, Pages Nos. 113 to 128, Being No. 6683 for the year 1984.

**2.3.** That by virtue of the Registered Deed of Partition dated 23<sup>rd</sup> day of May 1984, the said Narendra Nath Mondal, the party of the Second Part therein become the sole and absolute owner in respect of **ALL THAT** the Piece and Parcel of Rayati Dakhila Satta Bishistha Bastu Land measuring about 8 (Eight) Cottahs 2 (Two) Chittaks 23 (Twenty Three) Square Feet be the same or little more or less with residential structure standing therein lying and situated at Mouza- Elachi, Pargana- Magura, J.L. No. 70, R.S. No. 223, Touzi No.110, R.S. Khatian No.666, corresponding to R.S. Dag No. 225, within the Rajpur Sonarpur Municipality, Police Station- Sonarpur, District- South 24 Parganas morefully and particularly described in the said Deed of Partition therein and marked with Block- 'B' in the said Partition Deed and thereafter the said Narendra Nath Mondal, recorded his aforesaid property before the Rajpur Sonarpur Municipality as owner thereof and started paying tax on regular basis.

**2.4.** While said Narendra Nath Mondal was enjoying his aforesaid property free from all sorts and encumbrances had sold conveyed and transferred his **ALL THAT** the piece and parcel Bastu land measuring about 2 (Two) Cottahs 2 (Two) Chittacks 41 (Forty-One) Square Feet be the same or little more or less together with tile shed brick built structure thereon lying and situated at Mouza- Elachi, Pargana- Magura, J.L. No. 70, R.S. No. 223, Touzi No. 110, R.S. Khatian No. 666, corresponding to R.S. Dag No. 225, Police Station-Sonarpur, District- South 24- Parganas to and in favour of **Bimal Ranjan Sen** by virtue of a Registered Deed of Conveyance (in Bengali Kobala) dated 18<sup>th</sup> day of June 1984 which was duly registered at the District Sub-Registrar, Alipore, South 24- Parganas and recorded in Book No. I, Being No.7905 for the year 1984 and by virtue of the Registered Deed of Conveyance dated 18<sup>th</sup> day of June, 1984, the said Sri Bimal Ranjan Sen was the sole and

absolute owner in respect of the above mentioned landed property and accordingly mutated the said of the property before the Rajpur Sonarpur Municipality as Owner of the said property and started enjoying the Said Property without any interruption from any corner.

**2.5.** While said Narendra Nath Mondal was enjoying his aforesaid property free from all sorts and encumbrances had sold conveyed and transferred his **ALL THAT** the piece and parcel Bastu land measuring about 2 (Two) Cottahs 2 (Two) Chittacks 9 (Nine) Square Feet be the same or little more or less together with tile shed brick built structure thereon lying and situated at Mouza- Elachi, Pargana- Magura, J.L. No. 70, R.S. No. 223, Touzi No. 110, R.S. Khatian No. 666, corresponding to R.S. Dag No. 225, Police Station- Sonarpur, District- South 24- Parganas to and in favour of **Amitava Das Gupta** by virtue of a Registered Deed of Conveyance (in Bengali Kobala) dated 18<sup>th</sup> day of June 1984 which was duly registered at the District Sub-Registrar, Alipore, South 24- Parganas and recorded in Book No. I, Being No.7907 for the year 1984 and by virtue of the Registered Deed of Conveyance dated 18<sup>th</sup> day of June, 1984, the said Sri Amitava Das Gupta was the sole and absolute owner in respect of the above mentioned landed property and accordingly mutated the said of the property before the Rajpur Sonarpur Municipality as Owner of the said property and started enjoying the Said Property without any interruption from any corner.

**2.6.** While said Bimal Ranjan Sen and Amitava Das Gupta were enjoying their aforesaid property free from all sorts and encumbrances due to urgent need of money they have sold their respective share of total Bastu Land admeasuring an area of **04 (Four) Cottahs 05 (Five) Chittacks 05 (Five) Square Feet** lying and situated at Mouza- Elachi, Pargana- Magura, J.L. No. 70, R.S. No. 223, Touzi No. 110, appertaining to R.S. Dag No.225, corresponding to L.R. Dag No. 263, R. S. Khatian No.666, L.R. Khatian No.1124 & 1125, under Police Station- Sonarpur, District- South 24 Parganas to and in favour of Dr. Bidyut Datta Ray, the First Part herein, by way of Registered Deed of Conveyance dated (in Bengali Kobala) dated 14<sup>th</sup> day of August 2000 corresponding the said Deed of Bengali Year, 29<sup>th</sup> Sraban, 1407 and Conveyance was duly registered in the office at District Sub Registrar- IV, Alipore, District- South 24 Parganas and recorded in Book No.- I, Volume No. 61, Pages Nos. 57 to 72, Being No.2395 for the year 2000.

**2.7.** Thus, by virtue of the deed of conveyance dated 14<sup>th</sup> August 2000 said Bidyut Datta Ray become the absolute owner of **ALL THAT 04 (Four) Cottahs 05 (Five) Chittacks 05 (Five) Square Feet** lying and situated at Mouza- Elachi, Pargana- Magura, J.L. No. 70, R.S. No. 223, Touzi No. 110, appertaining to R.S. Dag No.225, corresponding to L.R. Dag No. 263, R. S. Khatian No.666, L.R. Khatian No.1124 & 1125, under Police Station- Sonarpur, District- South 24 Parganas, which is more fully described in the first schedule mentioned herein bellow and after became the owner of the aforesaid property he has duly recorded his name with the records of Rajpur Sonarpur Municipality and a new Holding no. i.e., 9 S.N. Ghosh Avenue as well as new assessee no. 1104302168227 have been issued in favour of Dr. Bidyut Datta Ray.

**2.8.** While Dr. Bidyut Datta Ray, enjoying his property free from all sorts and encumbrances with an intention to construct a multi-storied residential building, has entered into a development agreement with **M/S. MODAK COMPANY** a Partnership Firm incorporated under the Indian Partnership Act, 1932, having it office at Victoria Plaza 385, Garia Main Road, Post Office- Garia, Police Station- Sonarpur, Kolkata- 700 084 in

the District of South 24 Parganas; being represented by its partners namely 1. SRI SAURAV MODAK AND 2. SMT SUSMITA MODAK and for the terms and conditions contained therein, which is duly registered at the office of District Sub Registrar IV at Alipore recorded in Book No.-I, Volume No. 1604-2015, pages from 17238 to 17285 being no. 04706 for the year 2015.

**2.9.** That after entering into the development agreement, Dr. Bidyut Datta Ray has duly recorded his name with the records of BL & LRO with respect to all that first schedule mentioned property and accordingly, a new L.R. Khatian no. i.e., 3085 has been issued in his favour in respect of his First Schedule mentioned property.

**2.10.** By virtue of the deed of partition dated 23.05.1984, said Panchu Gopal Naskar as the party of the First part therein was allotted with all that piece and parcel of Bastu Land measuring 16 Cottahs 05 Chittacks be a little more or less with structure standing thereon situate at Mouza- Elachi, J. L. No. 70, R.S. No. 223, Touzi No. 110, comprised in R.S. Dag No. 225, appertaining to R.S. Khatian No. 666, under Police Station - Sonarpur, in the District of 24 Parganas, South, morefully described in the "Kha" Schedule thereunder written and demarcated as "A" Block, delineated in RED border absolutely and forever.

**2.11.** While said Panchu Gopal Naskar, son of Late Haripada Naskar, was enjoying his aforesaid property free from all sorts and encumbrances, has sold, conveyed and transferred his **ALL THAT** piece and parcel of land measuring about 3 Cottahs 6 Chittaks more or less out of the aforesaid total land measuring 16 Cottahs 05 Chittacks comprised in Mouza- Elachi, J. L. No. 70. R.S. No. 223, Touzi No. 110, comprised in Dag No. 225, appertaining to Khatian No. 666, at present, lying within the limits of Rajpur Sonarpur Municipality Ward No. 26, under Police Station- Sonarpur, in the District of South 24 Parganas, to and in favour of one Sri Amarendra Nath Saha son of Late Binode Behari Saha by virtue of a Bengali Kobala dated 06.07.1984, registered with the office of District Sub-Registrar at Alipore and recorded in Book No. I. Volume No. 65, Pages 325 to 332, Deed No. 8772, for the year 1984. Thus, by the said deed of conveyance dated 06.07.1984, said Amarendra Nath Saha became the owner of the aforesaid property and started enjoying the same by paying tax to the concerned government authority.

**2.12.** While said Amarendra Nath Saha is enjoying all that aforesaid property free from all sorts and encumbrances by virtue of a Bengali Kobala dated 27.03.1998, registered with the office of District Sub-Registrar - IV at Alipore and recorded in Book No. 1. Volume No. 78, Pages 175 to 184. Deed No. 1478, for the year 1998, sold, conveyed, and transferred **ALL THAT** piece and parcel of demarcated land measuring 3 Cottahs 6 Chittaks more or less comprised in Mouza Elachi, J. L. No. 70, R.S. No. 223, Touzi No. 110, comprised in R.S. Dag No. 225, appertaining to R.S. Khatian No. 666, at present lying within the limits of Rajpur Sonarpur Municipality Ward No. 26, under Police Station - Sonarpur, in the District of South 24 Parganas, to and in favour of one **Smt. Sabita Majumdar** at or for a valuable consideration mentioned therein absolutely and forever.

**2.13.** That while seized and possessed of the aforesaid property, the said Smt. Sabita Majumdar has duly applied for and mutated her name in the records of The Rajpur Sonarpur Municipality in respect of the aforesaid property, which was then, after granting mutation was known and numbered as Holding No. 8, S. N. Ghosh Avenue, Elachi, Ward

No. 26, Police Station- Sonarpur, District 24 Parganas South.

**2.14.** That the said Sabita Majumdar who was governed by the Dayabhaga School of Hindu Law died intestate on 23.09.2012 leaving behind her surviving husband Sri Arun Majumder and only son Sri Gautam Majumder, as her only legal heirs and successors to inherit her aforesaid property and after the demise of said Sabita Majumdar her husband Arun Chandra Majumdar and Gautam Majumder become the joint and absolute owner of the aforesaid property by following the provision of Hindu Succession Act 1956.

**2.15.** While said Arun Chandra Majumdar and Gautam Majumdar, enjoying their property above free from all sorts and encumbrances to construct a multi-storied residential building have entered into a development agreement with **M/S. MODAK COMPANY** a Partnership Firm incorporated under the Indian Partnership Act, 1932, having its office at Victoria Plaza 385, Garia Main Road, Post Office- Garia, Police Station- Sonarpur, Kolkata- 700 084 in the District of South 24 Parganas; being represented by its partners namely **1. SRI SAURAV MODAK AND 2. SMT SUSMITA MODAK** and for the terms and conditions contained therein mentioned which is duly registered at the office of District Sub Registrar IV at Alipore recorded in Book No.-I, Volume No. 1604-2017, pages from 21882 to 21922 being no. 00781 for the year 2017.

**2.16.** That after entering into the development agreement, Arun Chandra Majumdar and Gautam Majumdar have duly recorded their name with the records of BL & LRO with respect to his property and accordingly two new L.R. Khatian no. i.e., 3111 and 3118 have been issued in their favour in respect of their aforementioned property. They have also recorded their name with the records of Rajpur Sonarpur Municipality, wherein the Holding No. Remain same as 8 S.N. Ghosh Avenue.

**2.17.** While the Arun Chandra Majumdar and Gautam Majumdar and Bidyut Dutta Roy herein are acquired, possessed and enjoyed **ALL THAT** piece and parcel of Bastu Land admeasuring about **04 (Four) Cottahs 05 (Five) Chittacks 05 (Five) Square Feet** be the same or little more or less together with 100 Sq. Ft tin shed cemented flooring residential structure lying and situated in Mouza- Elachi, Pargana- Magura, J.L. No. 70, R.S. No. 223, Touzi No. 110, R.S. Khatian No. 666, corresponding to **L.R. Khatian Nos. 3085**, R.S. Dag No. 225, corresponding to **L.R. Dag No.263**, being Municipal Holding No. 9, S.N. Ghosh Avenue, within the local limit of Ward No. 26 of Rajpur Sonarpur Municipality, Post Office-Narendrapur, Police Station- Sonarpur, Kolkata-700103, with the Jurisdiction of Additional District Sub Registrar at Sonarpur, District- South 24 Parganas, in the state of West Bengal. **AND ALL THAT** piece and parcel of Bastu Land admeasuring about **03 (Three) Cottahs 06 (Six) Chittacks** be the same or a little more or less together with 700 Sq. Ft pucca 25 years old cemented flooring residential structure lying and situated in Mouza- Elachi, Pargana- Magura, J.L. No. 70, R.S. No. 223, Touzi No. 110, R.S. Khatian No. 666, corresponding to **L.R. Khatian Nos. 3111 and 3118**, R.S. Dag No. 225, corresponding to **L.R. Dag No.263**, being Municipal Holding No. 8, S.N. Ghosh Avenue, within the local limit of Ward No. 26 of Rajpur Sonarpur Municipality, Post Office-Narendrapur, Police Station- Sonarpur, Kolkata-700103, with the Jurisdiction of Additional District Sub registrar at Sonarpur, District- South 24 Parganas, in the state of West Bengal respectively they have decided to amalgamate the said property for the betterment of their uses and accordingly by executing a deed of amalgamation they have amalgamated their aforementioned property. The said deed of amalgamation was duly

registered at the office of District Sub Registrar-III at Alipore, recorded in Book No. I, Volume No.1603-2023 Pages from 129542 – 129568, being no. 03942 for the year 2023.

**2.18.** That after execution of the deed of amalgamation, we become the joint and absolute owners in respect of **ALL THAT** piece and parcel of Bastu Land admeasuring about **07 (SEVEN) COTTAHS 11 (ELEVEN) CHITTACKS 05 (FIVE) SQ.FT.** be the same or little more or less together with 800 Sq. Ft cemented flooring residential structure lying and situated in Mouza- Elachi, Pargana- Magura, J.L. No. 70, R.S. No. 223, Touzi No. 110, R.S. Khatian No. 666, corresponding to **L.R. Khatian Nos. 3085, 3111 and 3118** R.S. Dag No. 225, corresponding to **L.R. Dag No.263**, Municipal Holding No. 8 and 9 S.N. Ghosh Avenue, within the local limit of Ward No. 26 of Rajpur Sonarpur Municipality, Post Office-Narendrapur, Police Station- Sonarpur, Kolkata-700103, with the Jurisdiction of Additional District Sub registrar at Sonarpur, District- South 24 Parganas, in the state of West Bengal more fully and particularly described in the **FIRST SCHEDULE** hereunder written.

**2.19.** That the aforesaid properties are known and numbered as Municipal Holding No. 8, S.N. Ghosh Avenue, within the local limit of Ward No. 26 of Rajpur Sonarpur Municipality, Post Office-Narendrapur, Police Station- Sonarpur, Kolkata-700103 within the jurisdiction of the Additional District Sub Registrar at Sonarpur, District - South 24 Parganas, in the state of West Bengal.

**2.20.** The Developer, after Amalgamation of the property, applied to obtain a sanction plan for the construction of the multi-stored building over the First Schedule mentioned property. Subsequently, the developer obtained the Sanction Building plan from Rajpur Sonarpur Municipality, being plan Number SWS-OBPAS/2207/2024/2630 dated 30<sup>th</sup> December 2024 for the construction of the building.

**2.21.** That the said Arun Chandra Majumder while enjoying the abovementioned property died intestate on 3<sup>rd</sup> January 2026 leaving behind his only son Sri Gautam Majumder, as his only legal heirs and successors to inherit the aforesaid property and after the demise of said Arun Chandra Majumdar his only son Gautam Majumder become the joint and absolute owner of the aforesaid property by following the provision of Hindu Succession Act 1956.

**2.22.** One of the conditions contained in the said Development Agreements is that, after obtaining the said Sanctioned Building Plan, the parties will execute a Supplementary Agreement for the demarcation of their allocated share over the newly constructed building. Therefore, to record the ownership of the present landowners after the demise of Arun Majumdar and identify the respective allocation parties, a Supplementary Allocation Agreement was duly executed and registered on 13<sup>th</sup> January 2026 before the District Sub Registrar III at Alipore, recorded in Book No. I, Volume No. 1603-2026, pages from 22375 to 22396, being No.00441 for the year 2026, subsequently, a Development Power of Attorney was executed, which was duly registered at the office of the District Sub Registrar III at Alipore, recorded in Book No. I, Volume No. 1603-2026, pages from 21708 to 21729, being No.00461 for the year 2026.

**2.23.** That the aforesaid properties are known and numbered as Municipal Holding No. 8, S.N. Ghosh Avenue, within the local limit of Ward No. 26 of Rajpur Sonarpur

Municipality, Post Office-Narendrapur, Police Station- Sonarpur, Kolkata-700103, within the jurisdiction of the Additional District Sub Registrar at Sonarpur, District-South 24 Parganas, in the state of West Bengal.

**2.24.** The Developer is a building developer and has sufficient experience in this field, have approached the Owners herein for the development of the said premises by construction a Straight Three Storied Residential building thereon and after negotiation, the Developer through his Lawyer has already inspected and examined the title of the Owner in respect of the said premises and being satisfied with the title, the Developer has agreed to develop the property as the Owners has agreed to hand over the said premises to the Developer for developing.

**2.25.** The parties hereto have agreed to enter into this Development Agreement of the said premises by making the construction of the proposed Straight Three Storied Residential building thereon under certain terms and conditions hereunder written to avoid any future complication and misunderstanding. The parties hereto have agreed to reduce the terms and conditions of this agreement to writing in duplicate.

**2.26.** After amalgamation of the property, the said Premises have been categorized as Bastu Land intended for the construction of a residential project comprising several flats/units, and car parking areas intended for commercial exploitation and shall be known as “**AISHANI**”. The developer applied for obtaining a sanction plan for the construction of the multi-storied building over the first schedule mentioned property. Subsequently, the developer obtained the Sanction Building plan from Rajpur Sonarpur Municipality, being plan Number **SWS- OBPAS/2207/2024/2630** dated 30<sup>th</sup> December 2024 for the construction of the building.

**2.27.** The Purchaser/Purchasers on coming to know of the said project named “**AISHANI**” became interested in purchasing or acquiring a flat of unit or apartment therein and approached the Developer to purchase and acquire the Flat Together With the undivided proportionate indefeasible share in the common areas and facilities appertaining thereto as defined under Section 2(n) of the said Act Together Also With the undivided proportionate indefeasible share in the land comprised in the Said Premise.

**2.28.** Pursuant to and in terms of above the Parties hereto have duly entered into a Agreement for Sale whereby and where under the Purchaser/Purchasers time to time paid an amount earnest money to the Developer against the total price of **Rs. ....** including **GST** and **Rs. .... Excluding GST** for purchasing **ALL THAT** One self- contained saleable Tiles Flooring Residential Flat and Car Parking Space. By following the terms of the agreement for sale, the parties are now executing the present documents.

**NOW THIS INDENTURE WITNESSETH AND IT IS HEREBY AGREED AND DECLARED BY AND BETWEEN THE PARTIES HERETO as follows:**

**3. TRANSFER OF DESIGNATED UNIT AND APPURTENANCES:**

**3.1.** The Owners/vendors, as well as the developer herein have represented to the purchaser/s that by virtue of the happening of the events and in the circumstances more particularly mentioned and described hereinafter written the vendors have become the full and absolute owners of the said premises more particularly mentioned in the First Schedule hereunder written free from all encumbrance.

**3.2.** The developer has got a building plan being building permit No. SWS-OBPAS/2207/2024/2630 dated 30<sup>th</sup> December 2024 Sanctioned by the Rajpur Sonarpur Municipality for construction of the building in the said premises sanctioned by the Rajpur Sonarpur Municipality.

**3.3.** The developer (acting on behalf of itself and the vendors herein) has formulated a scheme and announced the sale of Flats/Units to prospective purchasers (Transferees).

**3.4.** The Purchaser/Purchasers, intending to be Transferees, upon full satisfaction of the vendors title and developer's authority to sell, applied for purchase of the said flat/ unit and appurtenances and the developer has allotted the same to the purchaser/s, who in due course entered into an agreement for sale for purchase of the said flat/ unit and appurtenances on the terms and conditions therein.

**3.5.** In furtherance of the above, the vendors and the developer are completing the sale of the said flat/ unit and appurtenance in favour of the Purchaser/Purchasers by these presents, on the terms and conditions contained herein.

In pursuance of the said agreement and in consideration of the sum of **Rs.** ..... **including GST and Rs.**..... **Excluding GST**) by the Purchaser/Purchasers to the Developer in concurrence and confirmation of the Vendors paid at or before the execution hereof (the receipt whereof the Developer doth hereby as also by the receipt and memo of consideration hereunder written admit and acknowledge and of and from the payment of the same and every part thereof doth hereby forever release discharge and acquit the Purchaser/Purchasers and the Designated Unit hereby granted sold conveyed and transferred) and/or the Developer doth hereby grant, sell, convey, transfer, assign and assure unto and to the Purchaser/Purchasers, **All That** piece and parcel of Tiles Flooring, Residential Space **Being No.** , having a **Carpet Area of Sq. Ft.**, corresponding to **Built-up Area of Sq. Ft.** and **Super Built Up Area of Sq. Ft.** (One Thousand Forty-Eight Square Feet) more or less, consisting of 3 (Three) Bedrooms, 1 (One) Living/Dining, 1 (One) Kitchen, 2 (Two) Toilets, 1 (One) Balcony, situated on the Fourth Floor of the building along with One Road-Worthy Passenger Car Parking Space in a Covered Car Parking Area situated at the Ground Floor of the building namely "AISHANI" together with an undivided proportionate share of rights, titles, and interests over the land, common areas, parts, portions, facilities, amenities, and installations as are available in the said Premises, laying and situated at Municipal Holding No. 8 S.N. Ghosh Avenue, within the local limit of Ward No. 26 of Rajpur Sonarpur Municipality, Post Office-Narendrapur, Police Station- Sonarpur, Kolkata-700103, with the Jurisdiction of Additional District Sub registrar at Sonarpur, District- South 24 Parganas, in the state of West Bengal, more fully and particularly mentioned and described in the **SECOND SCHEDULE** hereunder written **TOGETHER WITH** the right to use the Common Areas and Installations in

common with the Vendors and the other Co-owners and persons permitted by the Developer/Vendors **AND** reversion or reversions remainder or remainders and the rents issues and profits of and in connection with the Designated Unit **AND** all the estate right title interest property claim and demand whatsoever of the Vendors into or upon the Designated Unit **TOGETHER WITH** easements quasi-easements and other stipulations and provisions in connection with the beneficial use and enjoyment of the Designated Unit belonging to the Purchaser in common with the Vendors and the other Co-owners as set out in the **FIFTH SCHEDULE** hereunder written **BUT EXCEPTING AND RESERVING** unto the Vendors and other persons deriving rights, authorities and/or title from the Vendors such easements quasi-easements and other stipulations and rights as set out in the **SIXTH SCHEDULE** hereunder written **AND ALSO EXCEPTING AND RESERVING** the properties benefits and rights as more fully stated hereunder **TO HAVE AND TO HOLD** the Designated Unit and the Appurtenances unto and to the use of the Purchaser/Purchasers absolutely and forever **SUBJECT NEVERTHELESS TO** the Purchaser/Purchasers covenants and agreements hereunder contained and on the part of the Purchaser/Purchasers to be observed, fulfilled and performed **AND ALSO SUBJECT TO** the Purchaser/Purchasers paying all other rates, taxes, proportionate Common Expenses and other charges and outgoings (including those mentioned in **PART-I** of the **SEVENTH SCHEDULE** hereunder written) relating to the Designated Unit and its Appurtenances wholly and relating to the Building and the Common Areas and Installations proportionately and observing fulfilling and performing of the rules, regulations and restrictions framed by the Developer or the Maintenance-In-Charge from time to time (and including in particular those mentioned in **PART-II** of the **SEVENTH SCHEDULE** hereunder written).

**4. THE VENDORS AND/OR THE DEVELOPER DO TH HEREBY COVENANT WITH THE PURCHASER/PURCHASERS AS FOLLOWS:**

**4.1.** The interest which the vendors and/or the developer doth hereby profess to transfer subsists and either of them has good right full power and absolute authority to grant, sell, convey transfer, assign and assure unto and to the use of the Purchaser/Purchasers, the Designated Unit in the manner aforesaid with the concurrence and confirmation of the Vendors.

**4.2.** It shall be lawful for the Purchaser/Purchasers, 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 Unit and to receive the rents issues and profits thereof without any interruption disturbance claim or demand whatsoever from or by the Developer/Vendors or any person or persons claiming through under or in trust for the Developer/ Vendors **AND** freed and cleared from and against all manner of encumbrances, trusts, liens and attachments whatsoever save only those as are expressly mentioned herein.

**4.3.** The Vendors and/or the Developer shall from time to time hereafter upon every reasonable request and at the costs of the Purchaser/Purchasers 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 Unit hereby granted sold conveyed and transferred unto and to the Purchaser/Purchasers in the manner aforesaid as shall or may be reasonably required by the Purchaser/Purchasers, till

the Purchaser/Purchasers applied for and got their names recorded with the local concerned authority.

**4.4.** The Vendors and/or the Developer as the case may, unless prevented by fire or some other irresistible force, shall upon reasonable requests and at the costs of the Purchaser/Purchasers produce or cause to be produced to the Purchaser/Purchasers or to their attorneys or agents for inspection the title deeds in connection with the said Premises in any of their custody and also shall, at the like requests and costs of the Purchaser/Purchasers, deliver to the Purchaser/Purchasers attested or Photostat copies therefrom as the Purchaser/Purchasers may require and shall and will, unless prevented as aforesaid, keep the same safe, un-obliterated.

**5. THE PURCHASER/PURCHASERS TO THE END AND INTENT THAT THE OBLIGATIONS HEREIN CONTAINED SHALL RUN WITH LAND CONTINUE THROUGHOUT DOTH HEREBY COVENANT WITH THE DEVELOPER as follows:**

**5.1.** The Purchaser/Purchasers shall abide by, observe fulfill and perform the terms, conditions and obligations contained herein and in terms of the agreement for Development made between the Vendors and/or the Developer including related agreement for sale made with the Developer as the case may be in the manner and within the period stipulated therefor and shall not commit any delay or default in respect thereof. The Purchaser/Purchasers shall not object to, dispute or challenge the properties, benefits and rights, excepted and reserved by the Developer hereunder or any other right of the Vendors and/or the Developer or the Developer hereunder and shall not do any act deed or thing which may affect the exercise of any right of the Vendors or the Developer hereunder.

**5.2.** The ownership and enjoyment of the Designated Unit and the Appurtenances by the Purchaser/Purchasers shall be subject to payment of the Taxes and Outgoings and observance, fulfilment and performance of the Rules and Regulations as more fully contained in the **SEVENTH SCHEDULE** hereunder written and as a matter of necessity, the Purchaser/Purchasers, in using and enjoying the Designated Unit and the Appurtenances and the Common Areas and Installations, shall:

**6.2.1** Observe, fulfill and perform the rules, regulations, obligations, covenants and restrictions from time to time in force for the quiet and peaceful use, enjoyment and management of the said Premises and in particular the Common Areas and Installations and other Common Purposes, including those specified in the **PART-II** of the **SEVENTH SCHEDULE** hereunder written; and

**6.2.2.** Bear and pay all rates, taxes, impositions and outgoings in respect of the Designated Unit and Appurtenances wholly and those in respect of the New Building, the said Premises and/or the Common Areas and Installations proportionately including the Taxes and Outgoings as mentioned in the **PART-I** of the **SEVENTH SCHEDULE** hereunder written.

**5.3.** The Designated Unit and its Appurtenances shall be one lot and shall not be dismembered or dissociated in any manner. The Purchaser/Purchasers shall not be entitled to claim any partition of the said share in the said premises.

**5.4.** The Building Complex shall contain the Common Areas and Installations as specified in the **THIRD SCHEDULE** hereunder written. The Purchaser/Purchasers shall

have the right to use the Common Areas and Installations in common with the Vendors and other Co-owners and other persons permitted by the Developer. The common ownership or user of the Common Areas and Installations by the Purchaser/Purchasers shall be subject to the exceptions and reservations contained in clauses and sub-clauses thereof hereunder written and subject to the observance of the terms and conditions contained in **clause 5.2** hereto.

**5.5.** Save those expressed or intended by the Developer and/or Vendors to form part of the Common Areas and Installations, no other part or portion of the Building Complex shall be claimed to be part of the Common Areas and Installations by the Purchaser/Purchasers either independently or in common with any other Co-owners.

**5.6.** Before the date of execution hereof, the Purchaser/Purchasers have independently examined and got themselves fully satisfied about the title of the Vendors as well as the right derived by the Developer under the said Development Agreement to the said premises and the Designated Unit and accepted the same and agrees and covenants not to raise my objection with regard thereto or make any requisition in connection therewith. The Purchaser/Purchasers have also inspected the Building Plan in respect of the New Building and the location and area of the Designated Unit and agree and covenants not to raise any objection with regard thereto. The Purchaser/Purchasers have also examined the workmanship and quality of construction of the Designated Unit and the Parking Spaces and the New Building and the Common Areas and Installations and the fittings and fixtures and facilities provided therein and have got themselves fully satisfied with regard thereto. The Purchaser/Purchasers have further satisfied themselves with regard to the connection of water, electricity, sewerage, drainage, workmanship etc. in or for the Designated Unit and the Common Areas and Installations as specified/ agreed/ mentioned in the agreement for sale, and agrees and covenants not to raise any objection with regard thereto.

**5.7.** The carpet area of the Designated Unit includes the plinth/covered area of such Unit the thickness of the external and internal walls columns and pillars save that only one-half of those external walls columns and pillars which are common between the Designated Unit and any other Unit shall be included. The maintenance chargeable area of the Designated Unit shall be as mentioned in the **SECOND SCHEDULE** hereunder written. The Purchaser/Purchasers have verified and satisfied themselves fully from the Building Plans about the carpet/ covered area and also the maintenance chargeable area of the designated Unit thereof mentioned herein and have accepted the same fully and, in all manner, including for the purposes of payment of the consideration and other amounts. The Purchaser/Purchasers have paid the consideration amount payable by the Purchaser/Purchasers hereunder upon having fully satisfied themselves about the carpet area/covered area/ maintenance chargeable area to comprise in the Designated Unit mentioned in the **SECOND SCHEDULE** hereunder written. Architect appointed by the Developer as regards the areas of the Designated Unit and/or of the areas of the Common Areas and Installations shall be final and binding on the parties.

**5.8.** The Purchaser/Purchasers shall not raise any question or objection or make any claim or demand whatsoever against the Vendors and/or the Developer with regard to all or any of the matters contained in **clause 5.4 to 5.7** above and hereby confirms to have taken possession of the Designated Unit upon full satisfaction in all manner and hereby further discharges the Developer of all obligations of the Developer pertaining to the

construction and delivery thereof and of the Common Areas and Installations in terms of the agreement between the parties.

**5.9.** The Purchaser/Purchasers shall have no connection whatsoever with the Co-owners of the other Units and there shall be no privity of contract or any agreement arrangement or obligation or interest as amongst the Purchaser/Purchasers and the other Co-owners (either express or implied) and the Purchaser/Purchasers shall be responsible to the Developer for fulfillment of the Purchaser's obligations and the Vendor/Developer's rights shall in no way be affected or prejudiced thereby.

**5.10.** The Purchaser/Purchasers individually or along with the other Co-owners will not require from either the Vendors or the Developer, as the case may be, to contribute towards proportionate share of the Common Expenses in respect of the Units which are not alienated or agreed to be alienated by the Vendors of the Developer for a period of two years from the date of completion of the entire Building Complex.

## **6. EXCEPTIONS AND RESERVATIONS:**

**6.1. PROVIDED ALWAYS AND** notwithstanding anything to the contrary elsewhere herein contained and without prejudice to the generality of the ownership of the Vendor/Developer in respect of the New Building and the said Premises and all appurtenant rights flowing therefrom (save and except the properties and rights hereby conveyed), it is expressly agreed and understood by and between the parties hereto as follows:

**6.1.1.** The Developer shall have the full and free right to make additions, alterations, constructions and/or re-constructions in any open and covered space at the Building Complex (subject to prior written consent of a majority of the allottees in that case compensating to the existing owners for the reduced land share to be paid by the developer) not expressed or intended to form part of the Common Areas and Installations and to deal with, use, transfer, convey, let out and/or grant the same (with or without any construction, addition or alteration) to any person for parking or any other purposes at such consideration and in such manner and on such terms and conditions as the Developer shall, in its absolute discretion, think fit and proper.

**6.1.2.** The Developer shall also be entitled, with the permission of the concerned authorities, to construct additional building or stories on the roof of the New Building or any part thereof and to deal with, use, let out, convey and/or otherwise transfer the same to any person for such consideration and in such manner and on such terms and conditions as the Developer, in its sole discretion, may think fit and proper. In the event of any such construction, the roof of such construction being the ultimate roof for the time being, shall then become a Common Area common to all the Co-owners of the building where the Developer shall shift the Overhead Water Tank and other common installations. Any right of user by the Purchaser/Purchasers and/or any other Co-owner in respect of roof shall be subject nevertheless to the right title and interest of the Vendor/Developer being reserved and excluded hereunder and also the right of the Maintenance-In-Charge and the other Co- owners to enter upon the same to repair, maintain, clean, paint and/or replace any common areas or installation lying or installed thereat or otherwise,

**6.1.3.** In case of any construction or additional construction, there shall be a consequential decrease in the said share in the common areas as also in the said premises, but the Purchaser/Purchasers shall not be entitled to claim refund or reduction of any consideration or other amounts paid by the Purchaser/Purchasers hereunder nor to claim any amount or consideration either from the Vendors or the Developer on account thereof.

**6.1.4.** The Purchaser/Purchasers individually or along with the other co-owners will not require from either the Developer or the Vendors, as the case may be to contribute towards a proportionate share of the common expenses/rent and whatsoever in respect of the above in future.

**6.1.5.** For or relating to any such constructions, additions or alterations, the Developer shall, with the approval of the Architect, and in strict compliance of all rules and regulation statutory or otherwise for the time being in force have the right to do all acts deeds and things and make all alterations and connections and to connect all existing utilities and facilities available at the said premises viz. lift, water, electricity, sewerage, drainage etc., thereto as be deemed to be expedient to make such area and constructions tenantable.

**6.1.6.** The Developer in consultation with the Vendors shall be at liberty to cause to be changed the nature of use or occupancy group in respect of any Unit or Units (other than the Designated Unit), Parking Space or other areas/spaces to any user or occupancy group as the Developer may deem fit and proper and to own use enjoy sell and/or transfer the same as such without causing any undue obstruction or hindrance to the Purchaser/Purchasers.

**6.2.** The Purchaser/Purchasers without prejudice to their rights and entitlement concerning the designated unit including the rights appurtenant thereto doth hereby agree, acknowledge and consent to the rights title and interest excepted and reserved unto the Developer under **clause 6.1** and its sub-clauses hereinabove and to all the provisions and stipulations contained therein and also otherwise hereunder and undertakes and covenants not to raise any dispute objection hindrance obstruction or claim with regard to the same or the doing or carrying out of any such act deed or thing in connection therewith by the Developer and/or persons deriving title or authority from the Developer and also to sign and execute all necessary papers and documents in that regard, if so required and found necessary by the Developer.

**6.3.** For the removal of doubts, it is expressly agreed, recorded and made clear that for the purpose of vesting any property benefit or right excepted and reserved by the Developer hereunder unto the Developer, if any express consent under any law for the time being is required, the Purchaser/Purchasers doth hereby give and accord their consent for the same.

**7. AND IT IS HEREBY FURTHER MUTUALLY AGREED, DECLARED, AND RECORDED BY AND BETWEEN THE PARTIES HERETO as follows:**

**7.1. Maintenance-In-Charge:**

**7.1.1.** Until the period mentioned in **clauses 7.1.2 to 7.1.4** hereinafter, the Common Areas and Installations shall in the exclusive control, management and administration of the Developer hereto who shall be the Maintenance In-charge. The said Developer may itself or by appointing any person or facilities

management agency, look after and administer the acts relating to the Common Purposes. The Purchaser/Purchasers shall, if so required by the Developer, enter upon separate maintenance-related agreement with them or the Maintenance Agency appointed by it.

**7.1.2.** Within one year from the delivery of possession of all Units in the Building Complex or earlier if so decided by the Developer, the Association of unit Purchaser/Purchasers will be formed to take over the control, management and administration of the Common areas and Purposes. The Purchaser/Purchasers hereby agree and undertake that it shall be bound to become a member of such Association and co-operate with the Developer fully and in all manner and sign all necessary documents, applications, papers, powers etc., with regard to the formation of the Association. It is, however, clarified that the Developer and/or Vendors shall not, under any circumstances, be liable for payment of any maintenance charges on account of unsold flats or units.

**7.1.3.** In case due to any reason, the Developer sends notice in writing to the Purchaser/Purchasers and the other Co-owners for the time being, to take over charge of the acts relating to Common Purposes within the period specified therein, then and only in such event, the Purchaser/Purchasers along with the other Co-owners shall immediately upon receiving such notice, themselves form the Association for the Common Purposes and the Developer shall not be responsible and liable therefor. Save as formed in terms hereof, no other Association shall be formed by the Purchaser/Purchasers and/or the other Co-owners for the Common Purposes.

**7.1.4.** Upon formation of the Association, the Developer shall handover/transfer to the Association all rights of responsibilities and obligations with regard to the Common Purposes (save those expressly reserved by the Developer hereunder or intended to be or so desired by the Developer hereafter) whereupon only the Association shall be entitled thereto and obliged therefor Provided that in case on the date of expiry of one months from the date of sending the notice by the Developer, the Association is not formed by the Co-owners in terms of **Clause 7.1.3** hereinabove, then all such rights responsibilities and obligations with regard to the Common Purposes shall be deemed as on such date to have been handed over/transferred by the Developer to all the Co-owners for the time being of the Building Complex and thereupon only the Co-owners shall be entitled thereto and obliged therefor fully and in all manner. The Developer shall also transfer to the Association or the Co-owners, as the case may be, the Deposits made by the Purchaser/Purchasers to the Developer in terms hereof, after adjustment of its dues, if any and shall henceforth be held by the Association/Co-owners in the relevant accounts.

**7.1.5.** The rules, regulations and/or bye laws of the said Association and those that the Association and/or the Co-owners may frame or apply in respect of the Building Complex or any part thereof, shall not be inconsistent with or contrary or repugnant to the rights and entitlements of the Developer and/or Vendor, hereunder reserved and/or belonging to the Developer and also those that the Developer may hereafter reserve.

**7.2.** The Purchaser's proportionate undivided share in several matters shall be the proportion in which the super built-up/carpet area of the Designated Unit may bear to the total super built-up/carpet area of all the Units in the Building Complex. It is clarified that while determining the proportionate share of the Purchaser/Purchasers in the various matters referred herein, the decision of the Developer on any variations shall be binding on the Purchaser.

**7.3.** Save the Designated Unit and save the right to use the Common Areas and Installations in the manner expressed hereunder, the Purchaser/Purchasers shall not have nor shall claim any right, title or interest whatsoever or howsoever over and in respect of the other Units and spaces or constructed areas or Parking Spaces or the open spaces at the said Premises.

**7.4.** It is agreed that any transfer of the Designated Unit by the Purchaser/Purchasers shall not be in any manner inconsistent herewith and the covenants herein shall run with the land, and the transferee of the Purchaser/Purchasers shall also be bound to become members of the Association.

**7.5.** The Purchaser/Purchasers shall be and remain responsible for and to indemnify the Developer and the Association against all damages costs claims demands and proceedings occasioned to the premises or any other part of the New Building or to any person due to negligence or any act deed or thing made done or occasioned by the Purchaser/Purchasers and shall also indemnify the Developer against all actions claims proceedings costs expenses and demands made against or suffered by the Developer as a result of any act omission or negligence of the Purchaser or the servants agents licensees or invitees of the Purchaser/Purchasers 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/Purchasers.

**7.6.** Any delay or indulgence by the Developer in enforcing the terms of this Deed or any forbearance or giving of time to the Purchaser/Purchasers shall not be construed as waiver of any breach or non-compliance by the Purchaser nor shall the same in any way or manner prejudice the rights to the Developer.

**7.7.** This Deed and the Agreement between the parties contains the entire contract of the parties and no oral representation or statement shall be considered valid or binding upon either of the parties nor shall any provision of this Deed be terminated or waived except by written consent by both parties. The Purchaser/Purchasers acknowledges upon signing of this Deed that except this Deed and the Agreement between the parties hereto, no agreements, conditions, stipulations, representations, guarantees or warranties have been made by the Developer or its agents, servants or employees other than what is specifically set forth herein.

**7.8.** In case of any inconsistency or contradiction between the parties and these presents, the terms and conditions of these presents shall prevail.

**7.9.** The Building Complex shall bear the name “AISHANI” Delivery of possession khas, vacant, peaceful, satisfactory, acceptable and physical possession of the said designed Unit/ Flat and appurtenances have been handed over by the developer to the purchaser, which the purchaser admits, acknowledges and accepts.

**THE FIRST SCHEDULE**  
**THE SCHEDULE ABOVE REFERS TO THE DESCRIPTION OF THE LAND**

**ALL THAT** piece and parcel of Bastu Land admeasuring about 07 (Seven) Cottahs 11 (Eleven) Chittacks 05 (Five) Sq. Ft. be the same or little more or less, together with 800 Sq. Ft cemented flooring residential structure lying and situated in Mouza- Elachi, Pargana- Magura, J.L. No. 70, R.S. No. 223, Touzi No. 110, R.S. Khatian No. 666, corresponding to L.R. Khatian Nos. 3085, 3111 and 3118 R.S. Dag No. 225, corresponding to L.R. Dag No.263, Municipal Holding No. 8 S.N. Ghosh Avenue, within the local limit of Ward No. 26 of Rajpur Sonarpur Municipality, Post Office-Narendrapur, Police Station- Sonarpur, Kolkata-700103, with the Jurisdiction of Additional District Sub Registrar at Sonarpur, District- South 24 Parganas, in the state of West Bengal which is butted and bounded as follows:

- ON THE NORTH** : By 6 Feet Common Passage
- ON THE SOUTH** : By Land Having Dag No. 223
- ON THE EAST** : By 24 Feet S.N. Ghosh Avenue.
- ON THE WEST** : By Land Having Dag No. 225.

**THE SECOND SCHEDULE ABOVE REFERRED TO:**  
**(DESIGNATED UNIT/FLAT & CAR PARKING SPACE)**

All That piece and parcel of Tiles Flooring, Residential Space Being No. , having a Carpet Area of Sq. Ft, corresponding to Built-up Area of Sq. Ft. and Super Built Up Area of Sq. Ft. (One Thousand Forty-Eight Square Feet) more or less, consisting of 3 (Three) Bedrooms, 1 (One) Living/Dining, 1 (One) Kitchen, 2 (Two) Toilets, 1 (One) Balcony, situated on the Fourth Floor of the building along with One Road-Worthy Passenger Car Parking Space in a Covered Car Parking Area situated at the Ground Floor of the building namely "AISHANI" " together with an undivided proportionate share of rights, titles, and interests over the land, common areas, parts, portions, facilities, amenities, and installations as are available in the said Premises, laying and situated at Municipal Holding No. 8 S.N. Ghosh Avenue, within the local limit of Ward No. 26 of Rajpur Sonarpur Municipality, Post Office-Narendrapur, Police Station- Sonarpur, Kolkata-700103, with the Jurisdiction of Additional District Sub registrar at Sonarpur, District- South 24 Parganas, in the state of West Bengal, having **LIFT PROVISION.**

**THE THIRD SCHEDULE ABOVE REFERRED TO**  
**(COMMON PARTS AND FACILITIES)**

- A.** Staircase on all the floors.
- B.** Common Roof.

- C. Staircase landing and passages on all floors
- D. Lift Well.
- E. Lift with all its accessories.
- F. Lift the machine room, and stair room in the roof.
- G. Columns foundations and plinths.
- H. Common passage and entrance lobby on the ground floor.
- I. Overhead reservoirs.
- J. Water pumps and pipelines leading to the flats.
- K. All sewer lines from toilets to the ground floor and all internal sewer lines, drains, and septic tanks.
- L. Guards rooms, caretakers rooms, toilets meter room children's play area [if any], and other rooms and facilities on the ground floor.
- M. Boundary wall around the premises.
- N. All other amenities that are for the common use of all the flat owners.

**THE FOURTH SCHEDULE ABOVE REFERRED TO  
(COMMON EXPENSES AND DEPOSIT)**

- A. The costs of cleaning and lighting the main entrance passages landing staircases and another part of the said building so enjoyed or use by the Purchaser/Purchasers in common as aforesaid and keeping the adjoining side space in good and repaired condition.
- B. The costs or the salaries of the officers, clerks, bill collectors, liftmen, security guards, sweepers, caretakers, electricians, plumbers, and other service staff.
- C. The costs of working and maintenance of lifts, and other light and service charges.
- D. Municipal and other taxes and outgoing save those separately assessed on the flat owner or other co-flat owners.
- E. Such other expenses as are deemed by the developer or the Association of Flat Owners to be necessary or incidental for the maintenance and upkeep of the said building and incidental to the ownership and holding of the land and building and the said flat and other flats and portions of the said buildings.
- F. Costs of replacement of equipment or facilities such as lifts, tube wells, transformers, etc.
- G. The fees and disbursements paid to any caretakers/ managers/agents if appointed by the developer or association of flat owners in respect of the said building.
- H. Such amount shall be declared and fixed by the developer in its absolute discretion for administration and other like-purposes (common area).
- I. Deposits of the super built-up area on account of electricity, contingency funds towards maintenance, legal fees and all other expenses for common use and benefits.

**J.** All costs of maintenance, operating, replacing, whitewashing, painting, rebuilding, reconstructing, decorating, re-decorating, lighting the common parts, and also the outer walls of the building.

**THE FIFTH SCHEDULE ABOVE REFERRED TO:  
EASEMENTS GRANTED TO THE PURCHASER/PURCHASERS:**

**A.** The purchaser/purchasers shall be entitled to the easements, quasi-easements appendages and appurtenances belonging or appertaining to the Designated Unit which are hereinafter specified Excepting and Reserving unto the Developer and other persons deriving right, title and/or permission from the Developer, the rights, easements, quasi easements, privileges and appurtenances hereinafter more particularly set forth in the **SIXTH SCHEDULE** hereunder written.

**B.** The right of access and use of the Common Areas and Installations in common with the Vendors and/or the other Co-owners and the Maintenance-In-Charge for normal purposes connected with the use of the Designated Unit.

**C.** The right of protection of the Designated Unit by and from all other parts of the New Building so far as they now protect the same.

**D.** The right of flow in common as aforesaid of electricity water sewerage drainage and other common utilities from and/or to the Designated Unit through wires and conduits lying or being in under or over the other parts of the New Building and/or the said Premises so far as may be reasonably necessary for the beneficial use occupation and enjoyment of the Designated Unit.

**E.** The right of the purchaser/purchasers with or without workmen and necessary materials to enter from time to time upon the other parts of the said Premises 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 Unit and other Units and portions of the New Building and also for the purpose of rebuilding or repairing the Designated Unit insofar as such rebuilding repairing as aforesaid cannot be reasonably carried out without such entry and in all such cases excepting in emergent situation upon giving twenty-four hours previous notice in writing of the Purchaser's intention so to enter to the Maintenance-In-Charge and the Co-owners affected thereby.

**F.** All the above easements are subject to and conditional upon the purchaser/purchasers paying and depositing the maintenance charges, rates and taxes, Common Expenses, electricity charges or any other amount or outgoing payable by the Purchaser/Purchasers under these presents within due dates and observing and performing the covenants terms and conditions on the part of the purchaser/purchasers to be observed and performed hereunder.

**THE SIXTH SCHEDULE ABOVE REFERRED TO  
EASEMENTS RESERVED BY THE DEVELOPER**

- A.** The undermentioned rights easements quasi-easements and privileges appertaining to the said Premises shall be excepted and reserved for the Developer and other persons deriving title under the Vendors and the right, title and/or permission from the Vendors.
- B.** The right of access and use of the Common Areas and Installations in common with the purchaser/purchasers and/or other person or persons entitled to the other part or parts or share or shares of the said Premises.
- C.** The right of flow in common with the purchaser/purchasers and other person or persons as aforesaid of electricity water waste or soil from and/or to any part (other than the Designated Unit) of the other part or parts of the said Premises through pipes drains wires conduits lying or being in under through or over the Designated Unit as far as may be reasonably necessary for the beneficial use occupation and enjoyment of other part or parts of the said Premises.
- D.** The right of protection of other part or parts of the said Premises by all parts of the Designated Unit as the same can or does normally protect.
- E.** The right as might otherwise become vested in the purchaser/purchasers 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 said Premises.
- F.** The right with or without workmen and necessary materials to enter from time to time upon the Designated Unit for the purpose of lying 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 New Building and/or any other unit or portion of the Building and also for the purpose rebuilding or repairing any part or parts of the New Building (including any Common Areas and Installations) and similar purposes and also other Common Purposes, insofar as such activities cannot be reasonably carried out without such entry provided always that the Developer or the Maintenance-In-Charge and other Co-owners of other part or parts of the said Premises shall excepting in emergent situation give to the purchaser/purchasers a prior 24 (twenty four) hours written notice of its or their intention for such entry as aforesaid.

**THE SEVENTH SCHEDULE ABOVE REFERRED TO:  
PART-I**

**OUTGOINGS AND TAXES:** The purchaser/purchasers binds himself/herself/themselves and covenants to bear and pay and discharge the following expenses and outgoings:

- A.** Rates and taxes and water tax, if any, assessed on or in respect of the designated Unit directly to the authority and/or any other concerning authority Provided that so long as the Designated Unit is not assessed separately for the purpose of such rates and taxes, the purchaser/purchasers shall pay to the Maintenance In-charge the proportionate share of all such rates and taxes assessed on the said premises.

**B.** The purchaser/purchasers shall further be unequivocally liable for all taxes and statutory duties on account of **GST, TDS** and/or any other duties and/or impositions that may be made applicable on account of the consideration paid or payable in respect of the said designed Unit/Flat.

**C.** 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 Unit or the Building or the said premises and whether demanded from or payable by the Purchaser/Purchasers or the Maintenance In-charge and the same shall be paid by the Purchaser/Purchasers wholly in case the same relates to the Designated Unit and proportionately in case the same relates to the Building or the said premises or any part thereof.

**D.** The right as might otherwise become vested in the purchaser/purchasers 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 said Premises.

**E.** Charges for water, and other utilities consumed by the purchaser/purchasers and/or attributable or relatable to the Designated Unit 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 Unit, 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.

**F.** Proportionate share of all Common Expenses (including those mentioned in **FOURTH SCHEDULE** hereunder written) 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, maintenance charges calculated @ Rs. 2/- per Square Feet per month of the maintenance chargeable area of the Designated Unit. 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.

**G.** Proportionate share of the operation, fuel and maintenance cost of the proportionate to the load taken by the purchaser/purchasers.

**H.** All penalty surcharge interest costs charges and expenses arising out of any delay default or negligence on the part of the purchaser/purchasers in payment of all or any of the aforesaid rates taxes, impositions and/or outgoings proportionately or wholly as the case may be.

**I.** All payments mentioned in this Deed shall, in case the same be monthly payments. be made to the Maintenance In-charge within the 7<sup>th</sup> 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/Purchasers or in the letter box in the ground floor earmarked for the Designated Unit Provided That any amount payable by the Purchaser/Purchasers directly to any authority shall always be paid by the purchaser/purchasers within the stipulated due date in respect thereof and the purchaser/purchasers shall bear and pay the same accordingly and without any delay, demur or default and indemnify and keep indemnified the Developer and the Maintenance-

in-Charge and all other Co-owners for all losses damages costs claims demands and proceedings as may be suffered by them or any of them due to non-payment or delay in payment of all or any of such amounts and outgoings. Any discrepancy or dispute that the purchaser/purchasers may have on such bills shall be sorted out within a reasonable time but payment shall not be with-held by the Purchaser/Purchasers owing thereto.

**J.** If at any time hereafter there be imposition of any new or enhancement in any tax or levy or betterment fees or development charges or levies under any statute rules and regulations on the said Premises and/or the Designated Unit and/or the New Building or on the transfer of the Designated Unit, the same shall become and paid by the purchaser/purchasers partly or wholly as the case may be within 7 (seven) days of a demand being made by the Developer without raising any objection thereto.

**K.** The liability of the purchaser/purchasers to pay the aforesaid outgoings and impositions has accrued with effect from the date of delivery of possession of the Designated Unit by the Developer.

**L.** Any apportionment of the liability of the purchaser/purchasers in respect of any item of expenses, taxes, duties, levies and outgoings payable by the Purchaser/Purchasers hereunder shall be final and binding on the Purchaser/Purchasers. It is expressly agreed and understood that in case the exact liability on all or any of the heads mentioned hereinabove cannot be quantified then the payment shall be according to the reasonable estimate of the Vendors subject to subsequent accounting and settlement within a reasonable period.

## **PART-II**

### **(RESTRICTIONS AND CONDITIONS WHICH, AMONGST OTHERS, WOULD BE RUNNING WITH LAND)**

#### **THE PURCHASER/PURCHASERS BINDS HIMSELF/HERSELF/THEMSELVES AND COVENANTS:**

**M.** To use the Designated Unit only for the private residence decently and respectably and for no other purposes whatsoever. The purchaser/purchasers shall not do or permit to be done any obnoxious, injurious, noisy, dangerous, hazardous, illegal or immoral activity at the Designated Unit or any activity which may cause nuisance or annoyance to the Co-owners. It is expressly agreed that any restriction on the purchaser/purchasers shall not in any way restrict the right of the Developer to use or permit any other Unit or portion of the New Building to be used for non-residential purposes.

**N.** Unless the right of parking is expressly agreed to be granted, the purchaser/purchasers shall not park any motor car, two wheeler or any other vehicle at any place in the said premises (including at the open spaces at the said premises) **AND** if the right to park motor car or two wheeler is so expressly agreed to be granted the purchaser/purchasers shall use the Parking Space(s) so agreed to be granted, only for the purpose of parking of their medium sized motor car and/or two wheeler, as the case may be. No construction or storage of any nature shall be permitted nor can the same be used for rest, recreation or sleep of servants, drivers or any person whatsoever. The purchaser/purchasers shall not park any vehicle of any description anywhere within the Building Complex save only at the place if agreed to be granted to them.

- O.** To put or install window or split model air-conditioned Unit(s) only at the place(s) and in the manner specified by the Developer and at no other place to strictly maintain the outer elevation synergy of the Building Complex.
- P.** Not to put any nameplate or letter box or neon-sign or board in the common areas of on the outside wall of the building, save at the place as may be approved or provided by the Maintenance In-charge. Provided that nothing contained herein shall prevent the purchaser/purchasers from putting a decent nameplate outside the main gate of his/her/their Unit. It is hereby expressly made clear that in no event the purchaser/purchasers shall open out any additional window or any other apparatus protruding outside the exterior of the Designated Unit.
- Q.** To apply for and obtain a separate domestic electric meter at their own cost, without imposing any cost to the developer and/or owners/vendors, from the relevant electricity board/CESC within 01 month from the date of this indenture and/or possession, whichever is earlier.
- R.** To apply for and obtain at their own costs separate assessment and mutation of the Designated Unit in the records of Rajpur Sonarpur Municipality and/or any other concerning authority within 03 (Three) months from the date of possession and/or the date of this indenture whichever is earlier.
- S.** Not to partition or sub-divide the Designated Unit nor to commit or permit to be committed any form of alteration or changes in the Designated Unit or in the beams, columns, pillars of the Building passing through the Designated Unit or the common areas to make 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 Building 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 New Building or any part thereof.
- T.** Not to close or permit the closing of verandahs or lounges or balconies or lobbies and common areas.
- U.** To allow the Maintenance In-charge and its authorized representatives with or without workmen to enter into and upon the Designated Unit at all reasonable times for construction and completion of the Building 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 Designated Unit within seven days of giving of a notice in writing by the Maintenance In-charge to the purchaser/purchasers thereabout.
- V.** To use the Common Areas and Installations only to the extent required for ingress to and egress from the Designated Unit of men, materials and utilities and without causing any obstruction or interference with the free ingress to and egress from the said Premises by the Vendors and all other persons entitled thereto.
- W.** To keep the Designated Unit 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 Building in good and substantial repair and condition so as to support shelter and protect the other units/parts of the Building and not to do or cause to be done anything in or around the Designated Unit 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 Unit.

**X.** 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 New Building or may cause any increase in the premium payable in respect thereof.

**Y.** Not to commit or permit to be committed any alteration or changes in, or draw from outside the Building, the pipes, conduits, cables, wiring and other fixtures and fittings serving the Designated Unit and any other Unit in or portion of the Building Complex.

**Z.** Keep the common areas, open spaces, parking areas, paths, passages, staircase, lobby, landings etc. in the said premises 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 Installations and the said Premises or dry or hang clothes outside the Designated Unit.

**AA.** To abide by and observe and perform all the relevant laws, norms, terms, conditions, rules and regulations and restrictions of the Government, relevant electricity board / CESC, 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 Unit as well as the user operation and maintenance of lifts, tube-well, water, electricity, transformer, drainage, sewerage and other installations and amenities at the Building Complex.

**BB.** Not to alter the outer elevation or façade or colour scheme of the New Building (including grills, verandahs, lounges, external doors and windows etc.,) or any part thereof nor decorate nor affix any neon sign, sign board or other thing on the exterior of the Designated Unit or the New Building 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.

**CC.** Not to install grills the design of which has not been suggested or approved and not to install grills and/or box grills outside the window not approved by the Developer or the Architect thereby affecting elevation of the building by the Developer or the Architects.

**DD.** Not to fix or install any antenna on the roof or any part thereof nor shall fix any window antenna.

**EE.** In the event of the purchaser/purchasers failing and/or neglecting or refusing to make payment or deposits of the maintenance charges, rates and taxes, Common Expenses or any other amounts payable by the purchaser/purchasers under these presents and/or in observing and performing the covenants terms and conditions of the purchaser/purchasers hereunder (then without prejudice to the other remedies available against the purchaser/purchasers hereunder, the purchaser/purchasers shall be liable to pay to the Maintenance-in-charge, interest at the rate of 1.5% per mensem on all the amounts in arrears and without prejudice to the aforesaid, the Maintenance-in-charge, shall be entitled to:

- a) Disconnect the supply of electricity to the Designated Unit.

b) Withhold and stop all other utilities and facilities (including lifts, water, etc..) to the Purchaser/Purchasers and their employee customers agents tenants or licensees and/or the Designated Unit.

c) To demand and directly realize rent and/or other amounts becoming payable to the Purchaser/Purchasers by any tenant or licensee or other occupant in respect of the Designated Unit.

### MEMO OF CONSIDERATION

**RECEIVED** this day from the within-named of the Purchasers a sum of **Rs.** ..... including GST **and** **Rs.**..... **Excluding GST)** being the consideration amount, in the manner specified hereunder:

Sr. No.	Particulars	Amount (Rs.)
1.		
2.		
3.		
4.		
5.		
6.		
<b>Total:</b>		

### WITNESSES

1.

2.

**SIGNATURE OF THE DEVELOPER**

**IN WITNESS WHEREOF, THE PARTIES HERETO PUT THEIR RESPECTIVE SIGNATURES ON THE DAY, MONTH, AND YEAR FIRST ABOVE WRITTEN.**

**SIGNED, SEALED & DELIVERED** by  
within-named **LAND OWNERS,**  
**DEVELOPER,** and **PURCHASERS** in  
the presence of **WITNESSES** at Kolkata.

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**SIGNATURE OF THE LAND OWNERS THROUGH THEIR CONSTITUTED ATTORNEY**

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**SIGNATURE OF THE DEVELOPER**

**DRAFTED BY ME AS PER INSTRUCTION AND DOCUMENTS PROVIDED BY THE CLIENT**

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**SIGNATURE OF THE PURCHASER**

**Rajib Ghosh**  
**Advocate**  
**RCO Legal Advocate & Solicitors High Court Calcutta, 6, Old Post Office Street, Basement Room No.1, Kolkata-700001.**