

By Hand

26.10.2017

Anila Makati
Nilesh H. Makati
Jamshedpur
Jharkhand - 831005

Sir/Madam,

Re: Home Studio No. 331, 3rd Floor, Siddha Xanadu, Rajarhat

Enclosed please find the **Original** registered Deed of Conveyance dated 12th February, 2017 registered in the office of ARA-IV, Kolkata in Book No.-1, C.D. Volume No. 1904-2017, Pages from 77467 to 77523, being No. 190401444 for the year 2017.

Kindly acknowledge receipt.

**Yours faithfully,
For Siddha Real Estate Development Private Limited**

For *Indrajit Kumar*

**(Taniya Saha)
Sr. Executive - Legal**

Encl. as above

By Hand

06.07.2017

Akhilesh Kumar Azad
Sneha Sinha

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certified that the Document is admitted to Registration, The Signature Sheet and the endorsement sheets attached to this document are the part this Document

Additional Registrar of Assurance-IV, Kolkata

21 FEB 2017

CONVEYANCE

1. Date: 12th February 2017
2. Place: Kolkata
3. Parties

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- 3.1 **Siddha Real Estate Development Private Limited**, a company incorporated under the Companies Act, 2013, having its registered office at Siddha Park, 99A, Park Street, Kolkata-700016, Police Station Park Street (**PAN AAJCS6830L**), represented by its authorized signatory **Taniya Saha**, daughter of Babulal Saha, by occupation Service, working for gain at Siddha Park, 99A, Park Street, Kolkata-700016, Police Station Park Street
- 3.2 **Dayanidhi Suppliers Private Limited**, a company incorporated under the Companies Act, 2013, having its registered office at 1st Floor, 111, Park Street, Kolkata-700016, Police Station Park Street (**PAN AACCD3412G**), represented by its authorized signatory **Taniya Saha**, daughter of Babulal Saha, by occupation Service, working for gain at Siddha Park, 99A, Park Street, Kolkata-700016, Police Station Park Street
- 3.3 **Elegant Nirman Private Limited**, a company incorporated under the Companies Act, 2013, having its registered office at 1st Floor, 111, Park Street, Kolkata-700016, Police Station Park Street (**PAN AABCE5734F**), represented by its authorized signatory **Taniya Saha**, daughter of Babulal Saha, by occupation Service, working for gain at Siddha Park, 99A, Park Street, Kolkata-700016, Police Station Park Street
- 3.4 **Greentop Nirman Private Limited**, a company incorporated under the Companies Act, 2013, having its registered office at 1st Floor, 111, Park Street, Kolkata-700016, Police Station Park Street (**PAN AACCG5547R**), represented by its authorized signatory **Taniya Saha**, daughter of Babulal Saha, by occupation Service, working for gain at Siddha Park, 99A, Park Street, Kolkata-700016, Police Station Park Street
- 3.5 **Matrix Sales Private Limited**, a company incorporated under the Companies Act, 2013, having its registered office at 1st Floor, 111, Park Street, Kolkata-700016, Police Station Park Street (**PAN AAECM7076K**), represented by its authorized signatory **Taniya Saha**, daughter of Babulal Saha, by occupation Service, working for gain at Siddha Park, 99A, Park Street, Kolkata-700016, Police Station Park Street
- 3.6 **Indivar Tracom Private Limited**, a company incorporated under the Companies Act, 2013, having its registered office at 1st Floor, 111, Park Street, Kolkata-700016, Police Station Park Street (**PAN AABCI5338P**), represented by its authorized signatory **Taniya Saha**, daughter of Babulal Saha, by occupation Service, working for gain at Siddha Park, 99A, Park Street, Kolkata-700016, Police Station Park Street
- 3.7 **Anukaran Supply Private Limited**, a company incorporated under the Companies Act, 2013, having its registered office at 1st Floor, 111, Park Street, Kolkata-700016, Police Station Park Street (**PAN AAGCA2373K**), represented by its authorized signatory **Taniya Saha**, daughter of Babulal Saha, by occupation Service, working for gain at Siddha Park, 99A, Park Street, Kolkata-700016, Police Station Park Street
- 3.8 **Splendor Vyapaar Private Limited**, a company incorporated under the Companies Act, 2013, having its registered office at 1st Floor, 111, Park Street, Kolkata-700016, Police Station Park Street (**PAN AAKCS0348E**), represented by its authorized signatory **Taniya Saha**, daughter of Babulal Saha, by occupation




Service, working for gain at Siddha Park, 99A, Park Street, Kolkata-700016, Police Station Park Street

- 3.9 **Gullmarg Vyapaar Private Limited**, a company incorporated under the Companies Act, 2013, having its registered office at 1st Floor, 111, Park Street, Kolkata-700016, Police Station Park Street (PAN AACCG6221C), represented by its authorized signatory **Taniya Saha**, daughter of Babulal Saha, by occupation Service, working for gain at Siddha Park, 99A, Park Street, Kolkata-700016, Police Station Park Street
- 3.10 **Sunmart Vyapaar Private Limited**, a company incorporated under the Companies Act, 2013, having its registered office at 1st Floor, 111, Park Street, Kolkata-700016, Police Station Park Street (PAN AAKCS0246F), represented by its authorized signatory **Taniya Saha**, daughter of Babulal Saha, by occupation Service, working for gain at Siddha Park, 99A, Park Street, Kolkata-700016, Police Station Park Street
- 3.11 **Primerose Marketing Private Limited**, a company incorporated under the Companies Act, 2013, having its registered office at 1st Floor, 111, Park Street, Kolkata-700016, Police Station Park Street (PAN AADCP9379F), represented by its authorized signatory **Taniya Saha**, daughter of Babulal Saha, by occupation Service, working for gain at Siddha Park, 99A, Park Street, Kolkata-700016, Police Station Park Street
- 3.12 **Prajapati Commercial Private Limited**, a company incorporated under the Companies Act, 2013, having its registered office at 1st Floor, 111, Park Street, Kolkata-700016, Police Station Park Street (PAN AADCP9498D), represented by its authorized signatory **Taniya Saha**, daughter of Babulal Saha, by occupation Service, working for gain at Siddha Park, 99A, Park Street, Kolkata-700016, Police Station Park Street
- 3.13 **Anchor Vanijya Private Limited**, a company incorporated under the Companies Act, 2013, having its registered office at 1st Floor, 111, Park Street, Kolkata-700016, Police Station Park Street (PAN AAFCA7910D), represented by its authorized signatory **Taniya Saha**, daughter of Babulal Saha, by occupation Service, working for gain at Siddha Park, 99A, Park Street, Kolkata-700016, Police Station Park Street
- 3.14 **Rosemery Tie Up Private Limited**, a company incorporated under the Companies Act, 2013, having its registered office at 1st Floor, 111, Park Street, Kolkata-700016, Police Station Park Street (PAN AABCR6757M), represented by its authorized signatory **Taniya Saha**, daughter of Babulal Saha, by occupation Service, working for gain at Siddha Park, 99A, Park Street, Kolkata-700016, Police Station Park Street
- 3.15 **Arpana Tie Up Private Limited**, a company incorporated under the Companies Act, 2013, having its registered office at 1st Floor, 111, Park Street, Kolkata-700016, Police Station Park Street (PAN AAGCA4510Q), represented by its authorized signatory **Taniya Saha**, daughter of Babulal Saha, by occupation Service, working for gain at Siddha Park, 99A, Park Street, Kolkata-700016, Police Station Park Street
- 3.16 **Premasagar Tie Up Private Limited**, a company incorporated under the Companies Act, 2013, having its registered office at 1st Floor, 111, Park Street,




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Kolkata-700016, Police Station Park Street (**PAN AADCP9447N**), represented by its authorized signatory **Taniya Saha**, daughter of Babulal Saha, by occupation Service, working for gain at Siddha Park, 99A, Park Street, Kolkata-700016, Police Station Park Street

- 3.17 **Jaldham Tie Up Private Limited**, a company incorporated under the Companies Act, 2013, having its registered office at 1st Floor, 111, Park Street, Kolkata-700016, Police Station Park Street (**PAN AABCJ8680R**), represented by its authorized signatory **Taniya Saha**, daughter of Babulal Saha, by occupation Service, working for gain at Siddha Park, 99A, Park Street, Kolkata-700016, Police Station Park Street

(collectively **Owners**, include successors-in-interest and/or assigns)

And

- 3.18 **Siddha Real Estate Development Private Limited**, a company incorporated under the Companies Act, 2013, having its registered office at Siddha Park, 99A, Park Street, Kolkata-700016, Police Station Park Street (**PAN AAJCS6830L**), represented by its authorized signatory **Taniya Saha**, daughter of Babulal Saha, by occupation Service, working for gain at Siddha Park, 99A, Park Street, Kolkata-700016, Police Station Park Street

(**Developer**, includes successors-in-interest and/or assigns)

And

- 3.19 **Anila Makati**, wife of Nilesh H. Makati, by faith Hindu, by nationality Indian, by occupation Housewife, residing at 302, Kaveri Apartment, Gangotri Complex, Pin- 831005, Post Office Kadma, Police Station Kadma, District Singhbhum East, Jamshedpur, Jharkhand (**PAN AGTPM1573H**)

- 3.20 **Nilesh H. Makati**, son of Hasmukhrai D. Makati, by faith Hindu, by nationality Indian, by occupation Business, residing at 302, Kaveri Apartment, Gangotri Complex, Pin- 831005, Post Office Kadma, Police Station Kadma, District Singhbhum East, Jamshedpur, Jharkhand (**PAN ABIPM6442M**)

(**Buyers**, include successors-in-interest).

Owners, Developer and Buyers, collectively **Parties** and individually **Party**.

NOW THIS CONVEYANCE WITNESSES AS FOLLOWS:

4. Subject Matter of Conveyance

- 4.1 **Said Home Studio:** Home Studio No.331, on the 3rd floor, having super built up area approximately 520 (five hundred and twenty) square feet, described in **Part I** of the **2nd Schedule** below and delineated on **Plan B** annexed hereto and bordered in colour **Red** thereon (**Said Home Studio**), in the residential building named **Xanadu (Said Building)**, constructed on Municipal Premises No. AS/275, Block A, Rajarhat Main Road, Kolkata-700136, within the jurisdiction of Ward No. 5 (formerly Ward No. 3) of the Bidhannagar Municipal Corporation (BMC) (formerly Rajarhat-Gopalpur Municipality), Mouza Gopalpur, J.L. No. 2, Police Station Airport, Sub-Registration District Bidhannagar, District North 24 Parganas,




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described in **Part I** of the **1st Schedule** below and delineated on **Plan A** annexed hereto and bordered in colour **Red** thereon (**Said Property**).

- 4.2 **Land Share:** Subject to the provisions of Clause 5.8.1 below, undivided, impartible, proportionate and variable share in the land underneath the Said Building, comprised within the Said Property, as be attributable and appurtenant to the Said Home Studio (**Land Share**). The Land Share has been derived by taking into consideration the proportion which the super built up area of the Said Home Studio bears to the total super built up area of the Said Building.
- 4.3 **Parking Space:** The right to park 1 (one) medium sized car in the covered space in the basement level of the Said Building bearing No.B-29, described in **Part II** of the **2nd Schedule** below and delineated on **Plan C** annexed hereto and bordered in colour **Red** thereon (**Parking Space**).
- 4.4 **Share In Common Portions:** Undivided, impartible, proportionate and variable share and/or interest in the common areas, amenities and facilities of the Said Building and the Said Property, as be attributable and appurtenant to the Said Home Studio (**Share In Common Portions**), the said common areas, amenities and facilities being described in the **3rd Schedule** below (collectively **Common Portions**).
- 4.5 **Share In Said Club:** Undivided, impartible, proportionate and variable share and/or interest in the social and recreational club comprising of cafeteria, plunge pool, health club, gymnasium, business center, restropub-cum-miniplex and laundry shop (**Said Club**), as be attributable and appurtenant to the Said Home Studio (**Share In Said Club**). It is clarified that (1) the Developer shall have the absolute right to modify the area, amenities and facilities of the Said Club and (2) the Said Club shall also be owned by, be available to and enjoyed in common with other owners (collectively **Other Siddha Project Owners**) of contiguous developments and projects which may be undertaken by the Developer and/or its allied companies in future (collectively **Other Siddha Projects**).
- 4.6 **User Rights in Specified Facilities:** Conditional right, only of user and enjoyment (**User Rights**) on certain amenities and facilities such as arterial and internal roads, pathways, walkways, landscaped green areas, central drainage and sewage pipeline and connection with Municipality, sewage treatment plant, boundary walls, main gates of the Said Property etc. (collectively **Specified Facilities**). It is clarified that (1) the Developer shall have absolute right to modify the Specified Facilities and (2) the Specified Facilities shall be available for use in common with the Other Siddha Project Owners.
- 4.7 **Said Home Studio And Appurtenances:** The subject matter of this Conveyance are 4.1, 4.2, 4.3, 4.4, 4.5 and 4.6 above, which are collectively described in **Part III** of the **2nd Schedule** below (collectively **Said Home Studio And Appurtenances**).
5. **Background**
- 5.1 **Absolute Ownership:** The Owners have represented to the Buyers that by virtue of the events and in the circumstances mentioned in **Part II** of the **1st Schedule** below (**Devolution Of Title**), the Owners are the joint owners of the Said Property, free from all encumbrances and the Owners are in peaceful possession thereof.



- 5.2 **Development Agreements:** For the purpose of developing and commercially exploiting the Said Property by construction of the Said Building thereon and selling various flats/spaces therein (collectively **Home Studios**), the Owners entrusted the work of development of the Said Property to the Developer, on the terms and conditions recorded in agreements in writing (collectively **Development Agreements**). In terms of the Development Agreements, the Developer has become entitled to sell, transfer, encumber or otherwise alienate or dispose off the Home Studios, Parking Space and other saleable spaces in the Said Building/the Said Property and to appropriate the entire consideration therefor.
- 5.3 **Sanctioned Plans:** The Developer has got a building plan vide Building Permit No.1011/07/08 dated 28th November, 2008, sanctioned by the Rajarhat Gopalpur Municipality for construction of the Said Building (**Sanctioned Plans**, which include all sanctioned/permissible vertical/horizontal extensions and modifications made thereto, if any, from time to time).
- 5.4 **Announcement of Sale:** The Developer has formulated a scheme and announced sale of Home Studios to prospective purchasers (**Transferees**).
- 5.5 **Application and Allotment to Buyers:** The Buyers, intending to be a Transferees, upon full satisfaction of the Owners' title and the Developer's authority to sell, applied for purchase of the Said Home Studio And Appurtenances and the Developer has allotted the same to the Buyers, who in due course entered into an agreement dated 9th September, 2008 (**Said Agreement**) for purchase of the Said Home Studio And Appurtenances, on the terms and conditions contained therein.
- 5.6 **Construction of Said Building:** The Developer has completed construction of the Said Building.
- 5.7 **Conveyance to Buyers:** In furtherance of the above, the Owners and the Developer are completing the sale of the Said Home Studio And Appurtenances in favour of the Buyers, by these presents, on the terms and conditions contained herein.
- 5.8 **Acceptance of Conditions Precedent:** Notwithstanding anything contained in the Said Agreement, the Buyers confirm that the Buyers have accepted and agreed that the following are and shall be the conditions precedent to this Conveyance:
- 5.8.1 **Understanding of Scheme by Buyers:** The undertaking and covenant of the Buyers that the Buyers have understood and accepted the under mentioned scheme of development:
- (a) **Development of Said Property and Other Siddha Projects:** The Developer intends to develop the entirety of the Said Property and the Other Siddha Projects in due course and the Buyers hereby accept the same and shall not, under any circumstances, raise any objection or hindrance thereto.
 - (b) **Sanctioned Plans Independent:** In pursuance of such intention, the Sanctioned Plans of the Said Building have presently been sanctioned by the Rajarhat Gopalpur Municipality.

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- (c) **Extent of Rights:** The rights of the Buyers are limited to ownership of (1) the Said Home Studio (2) the Land Share (3) the right to park in the Parking Space (4) the Share In Common Portions (5) the Share In Said Club and (6) the User Rights in the Specified Facilities and the Buyers hereby accept the same and the Buyers shall not, under any circumstances, raise any claim of ownership contrary to the above including but not limited to claim of ownership on the Specified Facilities or any other component or constituent.
- (d) **Common Portions Subject to Change:** The Common Portions shall always be and remain subject to change and modification, as be deemed fit and necessary by the Developer, to accommodate its future plans regarding the Said Property and the Other Siddha Projects and the Buyers hereby accept the same and the Buyers shall not, under any circumstances, raise any objection or hindrance thereto.
- (e) **Only User Rights in Specified Facilities:** The Buyers shall only have User Rights in the Specified Facilities and the Buyers hereby accept the same and the Buyers shall not, under any circumstances, raise any claim of ownership on any component or constituent of the Specified Facilities.
- (f) **No Land Share in Specified Facilities:** The Specified Facilities which are located in the Said Property shall always be deemed to be excluded from the area of the Said Property and the Land Share being agreed to be transferred to the Buyers shall not under any circumstances extend to and include such part. The Buyers hereby accept the same and shall not, under any circumstances, raise any objection or hindrance in this regard.
- (g) **Location of Specified Facilities:** The Specified Facilities may either be located within the Said Property or may be part of the Other Siddha Projects. If some of the Specified Facilities are part of the Other Siddha Projects, then and in such event such part of the Other Siddha Projects on which the Specified Facilities are located shall be deemed to be excluded from the area of the Said Property. The Land Share being agreed to be transferred to the Buyers shall only extend to the land underneath the Said Building and not under any circumstances extend to and include any other part or portion of the Said Property. The Buyers hereby accept the same and shall not, under any circumstances, raise any objection or hindrance in this regard.
- 5.8.2 **Satisfaction of Buyers:** The undertaking of the Buyers to the Owners and the Developer that, the Buyers are acquainted with, fully aware of and is thoroughly satisfied about the title of the Owners, right and entitlement of the Developer in the Said Property, the Sanctioned Plans, all background papers, the right of the Owners and the Developer to grant this Conveyance, the scheme of development described above and the extent of the rights being granted in favour of the Buyers and the negative covenants mentioned above and/or the Said Agreement and/or elsewhere in this Conveyance and the Buyers hereby accept the same and shall not raise any objection with regard thereto.
- 5.8.3 **Rights Confined to Said Home Studio And Appurtenances:** The undertaking of the Buyers to the Owners and the Developer that the right, title and interest of the Buyers are confined only to the Said Home Studio And Appurtenances and the Developer is entitled to deal with and dispose off all other

portions of the Said Property and the Said Building to third parties at the sole discretion of the Developer, which the Buyers hereby accept and to which the Buyers, under no circumstances, shall be entitled to raise any objection.

- 5.8.4 **Extension/Addition:** The undertaking of the Buyers to the Developer that notwithstanding anything contained in this Conveyance, the Buyers have no objection and shall under no circumstances have any objection to the Developer (1) integrating/adding (notionally or actually) the Other Siddha Projects to the Said Property and for this purpose, demolishing boundary walls and affixing gates wherever necessary and connecting existing roads to future roads (2) extending, modifying and realigning the extent, area, layout and location of the Said Building/the Said Property including the Common Portions and the Specified Facilities (3) modifying the Sanctioned Plans, as may be necessary in this regard (4) granting to third parties all forms of unfettered and perpetual proportionate right of ownership and use over the Common Portions and (5) granting all User Rights over the Specified Facilities to the Other Siddha Project Owners. It is clearly understood by the Buyers that the Buyers shall not have any right to erect any wall/boundary wall in the Said Property and/or the Other Siddha Projects.

- 5.9 **Undertaking of Buyers:** The Buyers further undertake that in consideration of the Owners and the Developer conveying the Said Home Studio And Appurtenances to the Buyers, the Buyers have accepted the above conditions and has granted and shall be deemed to have granted to the Owners, the Developer and the Other Siddha Project Owners and all successors-in-interest/title unfettered and perpetual easements over, under and above all Common Portions comprised in the Said Property, with right to connect the same to the Other Siddha Projects integrated/added to the Said Property.

6. Transfer

- 6.1 **Hereby Made:** The Owners and the Developer hereby sell, convey and transfer to and unto the Buyers, absolutely and for ever, free from all encumbrances of any and every nature whatsoever, the Said Home Studio And Appurtenances described in **Part III** of the **2nd Schedule** below, being:
- 6.1.1 **Said Home Studio:** The Said Home Studio, being Home Studio No.331, on the 3rd floor, having super built up area approximately 520 (five hundred and twenty) square feet, described in **Part I** of the **2nd Schedule** below and delineated on **Plan B** annexed hereto and bordered in colour **Red** thereon, in the Said Building named **Xanadu**, constructed on the Said Property, described in **Part I** of the **1st Schedule** below and delineated on **Plan A** annexed hereto and bordered in colour **Red** thereon, being Municipal Premises No. AS/275, Block A, Rajarhat Main Road, Kolkata-700136, within the jurisdiction of Ward No. 5 (formerly Ward No. 3) of the Bidhannagar Municipal Corporation (formerly Rajarhat Gopalpur Municipality), *Mouza* Gopalpur, J.L. No. 2, Police Station Airport, Sub-Registration District Bidhannagar, District North 24 Parganas.
- 6.1.2 **Land Share:** The Land Share, being undivided, impartible, proportionate and variable share in the land underneath the Said Building, comprised within the Said Property, as be attributable and appurtenant to the Said Home Studio, subject to the provisions of Clause 5.8.1 above.
- 6.1.3 **Parking Space:** The Parking Space, being the right to park 1 (one) medium sized car in the covered space in the basement level of the Said Building bearing No.B-29,




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described in **Part II** of the **2nd Schedule** below and delineated on **Plan C** annexed hereto and bordered in colour **Red** thereon.

- 6.1.4 **Share In Common Portions:** The Share In Common Portions, being the undivided, impartible, proportionate and variable share and/or interest in the Common Portions, as be attributable and appurtenant to the Said Home Studio, the Common Portions being described in the **3rd Schedule** below.
- 6.1.5 **Share In Said Club:** The Share In Said Club, being the undivided, impartible, proportionate and variable share and/or interest in the Said Club, as be attributable and appurtenant to the Said Home Studio. It is clarified that (1) the Developer shall have the absolute right to modify the area, amenities and facilities of the Said Club and (2) the Said Club shall also be owned by, be available to and enjoyed in common with the Other Siddha Project Owners of the Other Siddha Projects.
- 6.1.6 **User Rights in Specified Facilities:** The User Rights in Specified Facilities, being the conditional right, only of user and enjoyment on the Specified Facilities. It is clarified that (1) the Developer shall have absolute right to modify the Specified Facilities and (2) the Specified Facilities shall be available for use in common with the Other Siddha Project Owners.

7. Consideration and Payment

- 7.1 **Consideration:** The aforesaid transfer of the Said Home Studio And Appurtenances is being made by the Owners and the Developer in consideration of a sum of Rs.10,73,750/- (Rupees ten lac seventy three thousand seven hundred and fifty) paid by the Buyers to the Owners (through the Developer) and the Developer, receipt of which the Owners and the Developer hereby and by the Receipt And Memo of Consideration below, admit and acknowledge.

8. Terms of Transfer

- 8.1 **Title, Sanctioned Plans and Construction:** The Buyers have examined or caused to be examined the following and the Buyers are fully satisfied about the same and shall not be entitled to and covenants not to raise any requisition, query, clarification or objection regarding the same and also further waives the right, if any, to do so:
- (a) The right, title, interest and authority of the Owners and the Developer in respect of the Said Property, the Said Building and the Said Home Studio And Appurtenances;
 - (b) The Sanctioned Plans sanctioned by the Rajarhat Gopalpur Municipality;
 - (c) The construction and completion of the Said Building, the Common Portions, the Said Home Studio, the Parking Space, the Said Club and the Specified Facilities including the quality, specifications, materials, workmanship and structural stability thereof.
- 8.2 **Measurement:** The Buyers has measured the area of the Said Home Studio and is satisfied regarding the same and agrees and covenants not to ask for any details or question the computation of area or make any claims in respect thereof.

- 8.3 **Salient Terms:** The transfer of the Said Home Studio And Appurtenances being effected by this Conveyance is:
- 8.3.1 **Sale:** a sale within the meaning of the Transfer of Property Act, 1882.
- 8.3.2 **Absolute:** absolute, irreversible and in perpetuity.
- 8.3.3 **Free from Encumbrances:** free from all encumbrances of any and every nature whatsoever including but not limited to *lis pendens*, attachments, liens, charges, mortgages, trusts, *debentures*, reversionary rights, residuary rights, claims and statutory prohibitions.
- 8.3.4 **Benefit of Common Portions:** subject to the terms and conditions of this Conveyance, together with proportionate ownership, benefit of user and enjoyment of the Common Portions described in the **3rd Schedule** below, in common with the other co-owners including the Owners and the Developer (if the Owners and/or the Developer retain any Home Studios in the Said Building) of the Said Building.
- 8.3.5 **Benefit of Said Club:** subject to the terms and conditions of this Conveyance, together with proportionate ownership, benefit of user and enjoyment of the Said Club defined in Clause 4.5 above, in common with the other co-owners including the Owners and the Developer (if the Owners and/or the Developer retain any Home Studios in the Said Building) of the Said Building and the Other Siddha Project Owners.
- 8.4 **Subject to:** The transfer of the Said Home Studio And Appurtenances being effected by this Conveyance is subject to:
- 8.4.1 **Payment of Rates & Taxes:** the Buyers regularly and punctually paying costs, expenses, deposits and charges for BMC Tax, Land Revenue (*khazna*), surcharge, levies, cess, etc. (collectively **Rates & Taxes**), as be assessed for the Said Home Studio And Appurtenances.
- 8.4.2 **Payment of Monthly Subscription, User Charge for Said Club:** the Buyers regularly and punctually paying the monthly subscription of the Said Club and user charge for use of facilities at the Said Club, as determined by the Developer.
- 8.4.3 **Payment of Maintenance Charge:** the Buyers regularly and punctually paying proportionate share (**Maintenance Charge**) in the common expenses for maintenance and upkeep of the Common Portions and the Specified Facilities, indicatively described in the **4th Schedule** below (collectively **Common Expenses/ Maintenance Charge**).
- 8.4.4 **Stipulations:** observance, performance and acceptance of the easements, quasi-easements and other stipulations (collectively **Stipulations**), described in the **5th Schedule** below.
- 8.4.5 **Observance of Covenants:** the Buyers observing, performing and accepting the stipulations, regulations and covenants (collectively **Covenants**), described in the **6th Schedule** below.
- 8.4.6 **Indemnification by Buyers:** indemnification by the Buyers about the Buyers faithfully and punctually observing and performing all covenants, stipulations and obligations required to be performed by the Buyers hereunder as well as under the Said Agreements. The Buyers agree to keep indemnified the Owners and the

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

9. Possession

- 9.1 **Delivery of Possession:** *Khas*, vacant, peaceful, satisfactory, acceptable and physical possession of the Said Home Studio And Appurtenances has been handed over by the Developer to the Buyers, which the Buyers admit, acknowledge and accept.

10. Outgoings

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

11. Holding Possession

- 11.1 **Buyers Entitled:** The Owners and the Developer hereby covenant that the Buyers shall and may, from time to time, and at all times hereafter, peacefully and quietly enter into, hold, possess, use and enjoy the Said Home Studio And Appurtenances and every part thereof and receive rents, issues and profits thereof and all other benefits, rights and properties hereby granted, sold, conveyed, transferred, assigned and assured or expressed or intended so to be unto and to the Buyers, without any lawful eviction, hindrance, interruption, disturbance, claim or demand whatsoever from or by the Owners and the Developer or any person lawfully or equitably claiming any right or estate therein from, under or in trust from the Owners and the Developer.

12. Further Acts

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

13. Further Construction

- 13.1 **Roof Rights:** A demarcated portion of the top roof of the Said Building shall remain common to all residents of the Said Building (**Common Roof**) and all common installations such as water tank, lift machine room, swimming pool, sundeck and gymnasium shall be situated in the Common Roof and the balance of the top roof of the Said Building shall belong to the Developer with right of exclusive transfer and the Buyers specifically agree not to do any act which prevent or hinder such transfer. Notwithstanding the demarcation of the top roof of the Said Building as aforesaid, the Developer shall always have the right of further construction on the entirety of the top roof and the Buyers specifically agree not to




do any act, which prevents or hinders such construction. After such construction, the roof above such construction shall again have a Common Roof for common use of all residents of the Said Building.

14. General

14.1 **Conclusion of Contract:** The Parties have concluded the contract of sale in respect of the Said Home Studio And Appurtenances by this Conveyance after having exhaustively and comprehensively satisfied each other with regard to their respective rights, duties and obligations, statutory as well as contractual. Hence, any claim, under law or equity, shall be barred and shall not be maintainable by the Parties against each other in future. It is clarified that this Conveyance shall supersede and/or shall have over riding effect on the Said Agreements and/or any other documents executed prior to the date of this Conveyance.

14.2 Said Club

14.2.1 **For Transferees:** Notwithstanding anything contained in the Said Agreements, subject to the provisions of Clause 4.5 above, the Developer has provided the Said Club, intended for use by Transferees of the Said Building and the Other Siddha Projects. The Buyers understand and accept that the Developer shall have the sole right and discretion in planning the details, amenities and facilities of the Said Club, which shall be final and binding on the Buyers and the same may also be varied at the sole discretion of the Developer.


14.2.2 **Membership Obligation of Buyers:** Notwithstanding anything contained in the Said Agreements, membership of the Said Club being compulsory for all Transferees, the Buyers (which expression, in the context of the Said Club, means only 1 (one) person if the number of buyers under this Conveyance is more than 1 (one), as be nominated *inter-se* among the buyers) agree to become a member of the Said Club, on the preliminary terms and conditions recorded herein.

14.2.3 **Club Scheme:** Notwithstanding anything contained in the Said Agreements, the Buyers understand and accept that (1) detailed terms and conditions of membership and rules and regulations governing use of the Said Club and its facilities will be formulated in due course and circulated to the Buyers before the Said Club is made operational (2) the Buyers will be required to abide by the Club Scheme (3) membership of the Said Club shall be open only to Transferees of the Said Building and the Other Siddha Project Owners (4) each Home Studio is entitled to 1 (one) membership, irrespective of the number of owners of such Home Studio (5) membership is open only to individuals (i.e. no corporate membership) and if the buyers is a body corporate, it will be required to nominate 1 (one) occupier of the Said Home Studio, who, for all purposes, shall be treated as the member of the Said Club (6) the Said Club can be used by the member and his/her immediate family i.e. spouse and dependent children below 21 (twenty one) years subject to a maximum of 4 (four) dependents (7) members may, subject to the reservation of rights of admission and club rules, bring in guests on payment of guest fees (8) in the event of sale/transfer of the Said Home Studio, the membership will stand terminated and the transferee shall be granted a new membership at the then applicable terms and as per the rules and regulations of the Said Club then in force (9) if a Transferee lets out his/her Home Studio, he/she may request a temporary suspension of his/her usage right of the Said Club and permission for usage of the Said Club by the tenant under his/her membership; if such permission is granted,




the tenant may use the Said Club only during the tenure of the tenancy subject to payment of all charges as would have been payable by the Transferee and (10) the acceptance by the Buyers of these conditions and the Club Scheme shall be a condition precedent to completion of sale of the Said Home Studio And Appurtenances herein **provided however** the Club Scheme may be modified by consent of 80% (eighty percent) or more of the Transferees of the Said Building and the Other Siddha Projects.

- 14.2.4 **Commencement of Operation of Said Club:** Notwithstanding anything contained in the Said Agreements, the Developer reasonably expects that the Said Club shall be made operational after the entirety of the Said Building is completed and made ready. The Buyers understand and accept that the Date Of Possession of the Said Home Studio And Appurtenances has no connection and correlation with the Said Club becoming operational and the Buyers shall not raise any claim or objection in this regard.
- 14.2.5 **Club Manager:** Notwithstanding anything contained in the Said Agreements, the Buyers understands and accepts that the Said Club may (at the sole discretion of the Developer and subject to availability) be managed and operated professionally through a club operation and management agency (**Club Manager**), to be initially engaged by the Developer. The Club Manager may be replaced by consent of 80% (eighty percent) or more of the Transferees of the Said Building and the Other Siddha Projects.
- 14.2.6 **Membership Admission Fee, Security Deposit and Monthly Subscription:** Notwithstanding anything contained in the Said Agreements, the Buyers understand and accepts that (1) the Buyers do not have to pay any membership admission fee for membership of the Said Club but future transferees of the Buyers may have to pay towards membership admission fee (2) the Buyers may have to pay a one-time interest-free security deposit for use of credit facilities at the Said Club and (3) the Buyers will have to pay a fixed monthly subscription for membership of the Said Club (irrespective of whether the Buyers reside at the Said Home Studio), which shall be determined at the time of opening of the Said Club, at the sole discretion of the Developer.
- 14.2.7 **User Charge:** Notwithstanding anything contained in the Said Agreements, the Buyers understands and accepts that (1) some facilities of the Said Club will be available for use free of charge by members while other facilities will be on a pay-by-use basis, at the sole discretion of the Developer and (2) the rate, schedule of fees and charges etc. will be determined at the time of the opening of the Said Club, at the sole discretion of the Developer.
- 14.3 **Facility Manager:** Notwithstanding anything contained in the Said Agreements, it is clarified that the Developer shall hand over management and upkeep of all Common Portions and the Specified Facilities to a professional facility management organization (**Facility Manager**). In this regard, it is clarified that (1) the Facility Manager shall operate, manage and render day to day services with regard to the Common Portions and the Specified Facilities (2) the Facility Manager shall levy and collect the Maintenance Charge (3) the Buyers shall be bound to pay the Maintenance Charge to the Facility Manager (4) the Facility Manager, being a professional commercial organization, will not be required to render any accounts to the Buyers and it shall be deemed that the Facility Manager is rendering the services to the Buyers for commercial considerations (5) subject to the terms and conditions of this Conveyance, the ownership of the Common Portions shall vest in all the residents of the Said Building, represented by the Association and the Facility

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the Common Portions and the Specified Facilities and (6) the Facility Manager may be replaced by consent of 80% (eighty percent) or more of the Transferees of the Said Building and the Other Siddha Projects.

15. Interpretation

- 15.1 **Number:** Words denoting the singular number include, where the context permits and requires, the plural number and vice-versa.
- 15.2 **Headings:** The headings in this Conveyance are inserted for convenience only and shall be ignored in construing the provisions of this Conveyance.
- 15.3 **Definitions:** Words and phrases have been defined in the Conveyance by bold print and by putting them within brackets. Where a word or phrase is defined, other parts of speech or grammatical forms of that word or phrase shall have corresponding meaning.
- 15.4 **Documents:** A reference to a document includes an amendment and supplement to, or replacement or novation of that document.

1st Schedule

Part I

(Said Property)

Land measuring 142.35 (one hundred forty two point three five) decimal equivalent to 86.27 (eighty six point two seven) *cottah*, more or less, comprised in R.S./L.R. *Dag* No. **3471** (C.S. *Dag* No. 5255), R.S./L.R. *Dag* No. 3472 (C.S. *Dag* No. 5256), R.S./L.R. *Dag* No. 3488 (C.S. *Dag* No. 5272), R.S./L.R. *Dag* No. 3487 (Part) (C.S. *Dag* No. 5271) and R.S./L.R. *Dag* No. 3489 (C.S. *Dag* No. 5273), recorded in L.R. *Khatian* Nos. 5953, 5962, 5963, 5964, 5965, 5966, 5967, 5968, 5969, 5970, 5971, 5972, 5973, 5981, 5982, 5994 and 5995 [previously recorded in L.R. *Khatian* No. 1441 (C.S. *Khatian* No. 1376), L.R. *Khatian* No. 1156 (C.S. *Khatian* No. 1257), L.R. *Khatian* No. 3042 (C.S. *Khatian* No. 1378), L.R. *Khatian* No. 2960 (C.S. *Khatian* No. 2669), L.R. *Khatian* No. 4081 (C.S. *Khatian* No. 1376)], *Mouza* Gopalpur, J.L. No. 2, Police Station Airport, situate, lying at and being Municipal Premises No. **AS/275**, Block A, Rajarhat Main Road, within the jurisdiction of Ward No. 5 (formerly Ward No. 3) of the Bidhannagar Municipal Corporation (formerly Rajarhat Gopalpur Municipality), District North 24 Parganas, delineated on **Plan A** annexed hereto and bordered in colour **Red** thereon and butted and bounded as follows:

- On the North** : By portion of R.S./L.R. *Dag* No. 3488 and by R.S./L.R. *Dag* No. 3492
- On the East** : By R.S./L.R. *Dag* Nos. 3491, 3490, 3470 and 3468
- On the South** : By P.W.D. Road and by R.S./L.R. *Dag* No. 3473
- On the West** : By R.S./L.R. *Dag* Nos. 3473, 3486 and 3488 and by portion of R.S./L.R. *Dag* No. 3487

Part II

(Devolution Of Title)

1. **Ownership of Jabbar's Land:** By a Deed of Conveyance dated 29th May, 1963, registered in the Office of the Sub-Registrar, Cossipore Dum Dum, in Book No. I, Volume No. 75, at Pages 77 to 78, being Deed No. 4667 for the year 1963, Jaharnnessa-Bibi sold, conveyed and transferred to Jabbar Ali Mollah (**Jabbar**) land

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measuring 14 (fourteen) decimal, more or less, comprised in R.S. *Dag* No. 3472 (which was previously comprised in C.S. *Dag* No. 5256 and subsequently came to be comprised in L.R. *Dag* No. 3472), recorded in R.S. *Khatian* No. 1376 (which was previously recorded in C.S. *Khatian* No. 1376 and subsequently came to be recorded in L.R. *Khatian* No. 1441), *Mouza* Gopalpur, J.L. No. 2, R.S. No. 140, *Touzi* No. 125B/1, Police Station Rajarhat (presently Airport), District North 24 Parganas (**Jabbar's Land**).

2. **Ownership of Sahajan And Ors.' Land:** By a Deed of Conveyance dated 18th December, 1972, registered in the Office of the Sub-Registrar, Cossipore Dum Dum, in Book No. I, Volume No. 123, at Pages 175 to 178, being Deed No. 2930 for the year 1972, Jabbar sold, conveyed and transferred to (1) Sahajan Ali Molla (2) Ayan Ali Molla (3) Anowar Ali Molla and (4) Amjed Ali Molla (collectively **Sahajan And Ors.**) land measuring 2 (two) *cottah* equivalent to 3.3 (three point three) decimal, more or less, formed out of Jabbar's Land (**Sahajan And Ors.' Land**).
3. **Ownership of Jabbar's Balance Land:** In the above mentioned circumstances, Jabbar continued to remain the owner of the balance portion of Jabbar's Land, being land measuring 10.70 (ten point seven zero) decimal, more or less (**Jabbar's Balance Land**).
4. **Inheritance of Jabbar's Balance Land:** Jabbar, a Muslim governed by the Mohammedan Law of inheritance, died *intestate* leaving behind surviving his wife Amena Bibi, his 6 (six) sons, namely, (1) Abdul Hamid Molla (2) Sukur Ali Molla (3) Nur Islam Molla (4) Nur Nabi Molla (5) Hasen Ali Molla and (6) Jorohan Ali Molla and his 1 (one) daughter Jahanara Khatun as his only legal heirs and heiresses, who, as per *Farayez*, jointly inherited Jabbar's Balance Land in the following manner:

Name	Area of Land
Nur Islam Molla, Nur Nabi Molla, Hasen Ali Molla, Jorohan Ali Molla and Jahanara Khatun (collectively Nur Islam And Ors.)	Land measuring 3 (three) <i>cottah</i> and 10 (ten) <i>chittack</i> equivalent to 5.98 (five point nine eight) decimal, more or less (Nur Islam And Ors.' Land)
Amena Bibi	Land measuring 1 (one) <i>cottah</i> equivalent to 1.65 (one point six five) decimal, more or less (Amena's Land)
Abdul Hamid Molla and Sukur Ali Molla (collectively Abdul Hamid And Anr.)	Land measuring 1 (one) <i>cottah</i> and 12 (twelve) <i>chittack</i> equivalent to 2.89 (two point eight nine) decimal, more or less (Abdul Hamid And Anr.'s Land)

5. **Sale to Abdul Majid Dhukre:** By a Deed of Conveyance dated 8th May, 1978, registered in the Office of the Additional District Registrar, Barasat, in Book No. I, Volume No. 44, at Pages 7 to 10, being Deed No. 1456 for the year 1975, Abdul Hamid Molla and Sukur Ali Molla jointly sold, conveyed and transferred to Abdul Majid Dhukre the entirety of Abdul Hamid And Anr.'s Land.
6. **Sale to Esaran Bibi:** By a Deed of Conveyance dated 17th March, 1980, registered in the Office of the Sub-Registrar, Cossipore Dum Dum, in Book No. I,




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Volume No. 53, at Pages 89 to 91, being Deed No. 2187 for the year 1980, Armena Bibi sold, conveyed and transferred to Esaran Bibi the entirety of Armena's Land.

7. **First Sale to Sk. Kasem:** By a Deed of Conveyance dated 3rd February, 1983, registered in the Office of the Sub-Registrar, Cossipore Dum Dum, in Book No.I, Volume No. 27, at Pages 202 to 209, being Deed No.1123 for the year 1983, Sahajan And Ors. and Nur Islam And Ors. jointly sold, conveyed and transferred to Sheikh Kasem Ali (**Sk. Kasem**) land measuring 5 (five) *cottah* and 10 (ten) *chittack* equivalent to 9.28 (nine point two eight) decimal, more or less, comprising of the entirety of (1) Sahajan And Ors.' Land and (2) Nur Islam And Ors.' Land (**Sk. Kasem's First Land**).
8. **Second Sale to Sk. Kasem:** By a Deed of Conveyance dated 28th November, 1983, registered in the Office of the Sub-Registrar, Cossipore Dum Dum, in Book No. I, Volume No.288, at Pages 185 to 192, being Deed No. 11425 for the year 1983, Abdul Majid Dhukre and Esaran Bibi jointly sold, conveyed and transferred to Sk. Kasem land measuring 2 (two) *cottah* and 12 (twelve) *chittack* equivalent to 4.54 (four point five four) decimal, more or less, comprising of the entirety of (1) Abdul Hamid And Anr.'s Land and (2) Armena's Land (**Sk. Kasem's Second Land**).
9. **Absolute Ownership of Sk. Kasem:** In the above mentioned circumstances, Sk. Kasem became the sole and absolute owner (1) Sk. Kasem's First Land and (2) Sk. Kasem's Second Land, comprised in Jabbar's Land.
10. **Ownership of Abdul Hamid And Ors.' Land:** (1) Abdul Hamid Molla (2) Samsurnessa Bibi (3) Thalekha Bibi and (4) Marrunnechha Bibi (collectively **Abdul Hamid And Ors.**) were the recorded owners of land measuring 18 (eighteen) decimal, more or less, comprised in R.S. *Dag* No. 3471 (which was previously comprised in C.S. *Dag* No. 5255 and subsequently came to be comprised in L.R. *Dag* No. 3471), recorded in R.S. *Khatian* No. 1441 (which was previously recorded in C.S. *Khatian* No. 1376 and subsequently came to be recoded in L.R. *Khatian* No.1441), *Mouza* Gopalpur, J.L. No. 2, R.S. No. 140, *Touzi* No. 125B/1, Police Station Rajarhat (presently Airport), District North 24 Parganas (**Abdul Hamid And Ors.' Land**).
11. **Sale of Abdul Hamid And Ors.' Land:** By a Deed of Conveyance dated 21st June, 1991, registered in the Office of the Additional District Sub-Registrar, Bidhannagar, Salt Lake City, in Book No.I, Volume No. 95, at Pages 87 to 92, being Deed No.5245 for the year 1991, Abdul Hamid And Ors. jointly sold, conveyed and transferred to (1) Sk. Kasem and (2) Ayesha Bibi the entirety of Abdul Hamid And Ors.' Land.
12. **Demise of Sk. Kasem:** Sk. Kasem, a Muslim governed by the Mohammedan Law of inheritance, died *intestate* on 5th November, 1996 leaving behind surviving his wife Ayesha Bibi, his 4 (four) sons, namely, (1) Sheikh Sahabuddin (2) Sheikh Fariuddin (3) Sheikh Nizamuddin and (4) Sheikh Safiuddin and his 1 (one) daughter Sahida Khatun as his only legal heirs and heiresses (collectively **Legal Heirs Of Sk. Kasem**), who jointly and in diverse shares inherited the right, title and interest of Sk. Kasem in (1) Sk. Kasem's First Land (2) Sk. Kasem's Second Land and (3) Abdul Hamid And Ors.' Land.
13. **Ownership of Legal Heirs Of Sk. Kasem in First Land:** In the above mentioned circumstances mentioned, the Legal Heirs Of Sk. Kasem became the joint and absolute owners of land measuring 32 (thirty two) decimal, more or less,

comprising the entirety of (1) Sk. Kasem's First Land (2) Sk. Kasem's Second Land and (3) Abdul Hamid And Ors.' Land (collectively **First Land**).

14. **Sale to Owner No.3.2:** By a Deed of Conveyance dated 6th January, 2006, registered in the Office of the Additional District Sub-Registrar, Bidhannagar, Salt Lake City, in Book No. I, Volume No. 334, at Pages 101 to 119, being Deed No.05572 for the year 2006, the Legal Heirs Of Sk. Kasem jointly sold, conveyed and transferred to Dayanidhi Suppliers Private Limited (the Owner No.3.2 herein) an undivided 1/3rd (one-third) share in the First Land.
15. **Sale to Owner No.3.3:** By a Deed of Conveyance dated 6th January, 2006, registered in the Office of the Additional District Sub-Registrar, Bidhannagar, Salt Lake City, in Book No. I, Volume No. 334, at Pages 120 to 138, being Deed No. 05573 for the year 2006, the Legal Heirs Of Sk. Kasem jointly sold, conveyed and transferred to Elegant Nirman Private Limited (the Owner No.3.3 herein) an undivided 1/3rd (one-third) share in the First Land.
16. **Sale to Owner No.3.4:** By a Deed of Conveyance dated 6th January, 2006, registered in the Office of the Additional District Sub-Registrar, Bidhannagar, Salt Lake City, in Book No. I, Volume No. 334, at Pages 139 to 157, being Deed No. 05574 for the year 2006, the Legal Heirs Of Sk. Kasem jointly sold, conveyed and transferred to Greentop Nirman Private Limited (the Owner No.3.4 herein) an undivided 1/3rd (one-third) share in the First Land.
17. **Absolute Ownership of First Land:** In the above mentioned circumstances, (1) the Owner No. 3.2 (2) the Owner No. 3.3 and (3) the Owner No. 3.4 became the joint and absolute owners of the entirety of the First Land.
18. **Sale to Sk. Fazlur:** By a Deed of Conveyance dated 14th December, 1943, registered in the Office of the Sub-Registrar, Cossipore Dum Dum, in Book No.I, being Deed No. 2745 for the year 1943, Seikh Tajfar Hussain sold, conveyed and transferred to Sheik Fazlur Rahaman (**Sk. Fazlur**) *inter alia* land measuring 34 (thirty four) decimal, more or less, comprised in R.S. *Dag* No. 3488 (which was previously comprised in C.S. *Dag* No.5272 and subsequently came to be comprised in L.R. *Dag* No. 3488), recorded in R.S. *Khatian* No. 1156 (which was previously recorded in C.S. *Khatian* No. 1257 and subsequently came to be recoded in L.R. *Khatian* No.1156), *Mouza* Gopalpur, J.L. No.2, R.S. No. 140, *Touzi* No. 2998, Police Station Rajarhat (presently Airport), District North-24 Parganas (**Sk. Fazlur's Land**).
19. **Sale of Sukumar's Land:** By a Deed of Conveyance dated 3rd December, 1984, registered in the Office of the Additional District Registrar, Barasat, in Book No.I, Volume No. 34, at Pages 64 to 68A, being Deed No. 3881 for the year 1984, Sk. Fazlur sold, conveyed and transferred to Sukumar Mondal (**Sukumar**) land measuring 8 (eight) decimal, more or less, formed out of Sk. Fazlur's Land (**Sukumar's Land**).
20. **Sale of Gopal's Land:** By a Deed of Conveyance dated 3rd December, 1984, registered in the Office of the Additional District Registrar, Barasat, in Book No. I, Volume No. 34, at Pages 69 to 73, being Deed No. 3882 for the year 1984, Sk. Fazlur sold, conveyed and transferred to Gopal Kumar Biswas (**Gopal**) land measuring 8 (eight) decimal, more or less, formed out of Sk. Fazlur's Land (**Gopal's Land**).




21. **Sale of Gopal And Anr.'s Land:** By a Deed of Conveyance dated 3rd December, 1984, registered in the Office of the Additional District Registrar, Barasat, in Book No. I, Volume No. 34, at Pages 135 to 139, being Deed No. 3893 for the year 1984, Sk. Fazlur sold, conveyed and transferred to (1) Gopal and (2) Sukumar (collectively **Gopal And Anr.**) land measuring 7 (seven) decimal, more or less, formed out of Sk. Fazlur's Land (**Gopal And Anr.'s Land**).
22. **Ownership of Gopal And Anr.'s Total Land:** In the above mentioned circumstances, Gopal And Anr. became the joint and absolute owners of land measuring 23 (twenty three) decimal, more or less, comprising of the entirety of (1) Sukumar's Land (2) Gopal's Land and (3) Gopal And Anr.'s Land (collectively **Gopal And Anr.'s Total Land**).
23. **Agreement with Santosh Chandra Saha:** By an Agreement dated 11th February, 1985, registered in the Office of the Additional District Registrar, Barasat, in Book No. I, being Deed No. 560 for the year 1985, Gopal And Anr. jointly agreed to sell to Santosh Chandra Saha the entirety of Gopal And Anr.'s Total Land.
24. **Sale of Chhaya's Land:** By a Deed of Conveyance dated 6th June, 1986, registered in the Office of the Additional District Sub-Registrar, Bidhannagar, Salt Lake City, in Book No. I, Volume No. 84, at Pages 345 to 354, being Deed No. 4403 for the year 1986, Gopal And Anr., with the confirmation of Santosh Chandra Saha, jointly sold, conveyed and transferred to Chhaya Ganguly land measuring 3 (three) *cottah* equivalent to 4.9587 (four point nine five eight seven) decimal, more or less, formed out of Gopal And Anr.'s Total Land (**Chhaya's Land**).
25. **Sale of Shankar's Land:** By a Deed of Conveyance dated 6th June, 1986, registered in the Office of the Additional District Sub-Registrar, Bidhannagar, Salt Lake City, in Book No. I, Volume No. 84, at Pages 355 to 364, being Deed No. 4404 for the year 1986, Gopal And Anr., with the confirmation of Santosh Chandra Saha, jointly sold, conveyed and transferred to Shankar Ganguly land measuring 4 (four) *cottah* equivalent to 6.6116 (six point six one one six) decimal, more or less, formed out of Gopal And Anr.'s Total Land (**Shankar's Land**).
26. **Sale of Second Land:** By a Deed of Conveyance dated 23rd May, 2002, registered in the Office of the District Sub-Registrar II, Barasat, in Book No. I, Volume No. 89, at Pages 285 to 294, being Deed No. 4956 for the year 2002, (1) Chhaya Ganguly and (2) Shankar Ganguly jointly sold, conveyed and transferred to LGW Limited land measuring 7 (seven) *cottah* equivalent to 12 (twelve) decimal, more or less, comprising of the entirety of (1) Chhaya's Land and (2) Shankar's Land (collectively **Second Land**).
27. **Sale to Owner No.3.5:** By a Deed of Conveyance dated 27th March, 2006, registered in the Office of the District Sub-Registrar, North 24 Parganas, Barasat, in Book No. I, Volume No. I, at Pages 1 to 13, being Deed No. 07896 for the year 2006, LGW Limited sold, conveyed and transferred to Matrix Sales Private Limited (the Owner No.3.5 herein) the entirety of the Second Land.
28. **Absolute Ownership of Second Land:** In the above mentioned circumstances, the Owner No. 3.5 became the absolute owner of the entirety of the Second Land.
29. **Sale to Bhagabati Saha:** By a Deed of Conveyance dated 6th June, 1986, registered in the Office of the Additional District Registrar, Barasat, in Book No. I,




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Volume No.84, at Pages 301 to 308, being Deed No. 4398 for the year 1986, Gopal And Anr., with the confirmation of Santosh Chandra Saha, jointly sold, conveyed and transferred to Bhagabati Saha land measuring 2 (two) *cottah* 4 (four) *chittack* and 15 (fifteen) square feet, more or less, formed out of Gopal And Anr.'s Total Land (**Bhagabati's Land**).

30. **Sale of Bhagabati's Land:** By a Deed of Conveyance dated 24th February, 1988, registered in the Office of the District Sub-Registrar II, North 24 Parganas, Barasat, in Book No. I, Volume No. 20, at Pages 184 to 190, being Deed No. 1377 for the year 1988, Bhagabati Saha sold, conveyed and transferred to Uttam Pal Chowdhury the entirety of Bhagabati's Land.
31. **Sale to Ganesh Chandra Saha:** By a Deed of Conveyance dated 6th June, 1986, registered in the Office of the Additional District Sub-Registrar, Bidhannagar, Salt Lake City, in Book No. I, Volume No. 84, at Pages 317 to 324, being Deed No. 4400 for the year 1986, Gopal And Anr., with the confirmation of Santosh Chandra Saha, jointly sold, conveyed and transferred to Ganesh Chandra Saha land measuring 2 (two) *cottah* 4 (four) *chittack* and 24 (twenty four) square feet, more or less, formed out of Gopal And Anr.'s Total Land (**Ganesh's Land**).
32. **Sale of Ganesh's Land:** By a Deed of Conveyance dated 24th February, 1988, registered in the Office of the District Registrar, North 24 Parganas, Barasat, in Book No. I, Volume No. 20, at Pages 177 to 183, being Deed No. 1376 for the year 1988, Ganesh Chandra Saha sold, conveyed and transferred to Hena Pal Chowdhury the entirety of Ganesh's Land.
33. **Sale of Third Land:** By a Deed of Conveyance dated 23rd May, 2002, registered in the Office of the District Sub-Registrar II, Barasat, in Book No. I, Volume No. 89, at Pages 365 to 372, being Deed No. 4968 for the year 2002, (1) Uttam Pal Chowdhury and (2) Hena Pal Chowdhury jointly sold, conveyed and transferred to LGW Limited land measuring 4 (four) *cottah* 8 (eight) *chittack* and 43 (forty three) square feet equivalent to 8 (eight) decimal, more or less, comprising of the entirety of (1) Bhagabati's Land and (2) Ganesh's Land (collectively **Third Land**).
34. **Sale to Owner No.3.6:** By a Deed of Conveyance dated 27th March, 2006, registered in the Office of the District Sub-Registrar II, North 24 Parganas, Barasat, in Book No. I, Volume No. I, at Pages 1 to 13, being Deed No. 07898 for the year 2006, LGW Limited sold, conveyed and transferred to Indivar Tracom Private Limited (the Owner No. 3.6 herein) the entirety of the Third Land.
35. **Absolute Ownership of Third Land:** In the above mentioned circumstances, the Owner No. 3.6 became the absolute owner of the entirety of the Third Land.
36. **Ownership of Ichhak's Land:** Sheikh Gulam Ichhak (**Ichhak**) was the recorded owner of land measuring 52 (fifty two) decimal, more or less, comprised in R.S. *Dag* No.3487 (which was previously comprised in C.S. *Dag* No.5271 and subsequently came to be comprised in L.R. *Dag* No. 3487), recorded in R.S. *Khatian* No. 1437 (which subsequently came to be recorded in L.R. *Khatian* No. 3042), *Mouza* Gopalpur, J.L. No.2, R.S. No. 140, *Touzi* No. 125B/1, Police Station Rajarhat (presently Airport), District North 24 Parganas (**Ichhak's Land**).
37. **Ownership of Adut And Anr.'s Land:** Sheikh Gulam Adut (**Adut**) and Mohammad Yakub Ali (collectively **Adut And Anr.**) were the original owners of land measuring 36 (thirty six) decimal, more or less, comprised in R.S. *Dag* No. 3487 (which was previously comprised in C.S. *Dag* No. 5271 and subsequently came to be




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comprised in L.R. *Dag* No. 3487), recorded in R.S. *Khatian* No. 2669 (subsequently came to be comprised in L.R. *Khatian* No. 2960), *Mouza* Gopalpur, J.L. No. 2, R.S. No. 140, *Touzi* No. 125B/1, Police Station Rajarhat (presently Airport), District North 24 Parganas (**Adut And Anr.'s Land**).

38. **Demise of Ichhak:** Ichhak, a Muslim governed by the Mohammedan Law of inheritance, died *intestate* leaving behind surviving his 2 (two) sons, namely (1) Adut (2) Mohammad Yakub Ali and 3 (three) daughters, namely, (1) Rabeya Khatun (**Rabeya**) (2) Latifa Bibi and (3) Tuharennessa Bibi (**Tuharennessa**) as his only legal heirs and heiresses (collectively **Legal Heirs Of Ichhak**), who jointly and in diverse shares inherited the right, title and interest of Late Ichhak in Ichhak's Land.
39. **Ownership of Tuharennessa's Land:** Tuharennessa, being one of the Legal Heirs Of Ichhak, as per *Farayez*, inherited land measuring 7.43 (seven point four three) decimal, more or less, in Ichhak's Land (**Tuharennessa's Land**).
40. **Demise of Tuharennessa:** Tuharennessa, one of the Legal Heirs Of Ichhak and a Muslim governed by the Mohammedan Law of inheritance, died *intestate* leaving behind surviving her 2 (two) sons, namely, (1) Yunis Ali Mondal and (2) Adab Ali Mondal and 1 (one) daughter, Rahila Khatun Bibi as her only legal heirs and heiress (collectively **Legal Heirs Of Tuharennessa**), who jointly and in diverse shares inherited the right, title and interest of Late Tuharennessa in Tuharennessa's Land.
41. **Sale of Tuharennessa's Land:** By a Deed of Conveyance dated 11th November, 1957, registered in the Office of the Sub-Registrar, Cossipore Dum Dum, in Book No. I, Volume No. 119, at Pages 95 to 106, being Deed No. 7793 for the year 1957, the Legal Heirs Of Tuharennessa jointly sold, conveyed and transferred to Krishna Lal Ghosh the entirety of Tuharennessa's Land.
42. **Sale to Adut And Anr.:** By a Deed of Conveyance dated 31st January, 1958, registered in the Office of the Sub-Registrar, Cossipore Dum Dum, in Book No. I, Volume No. 22, at Pages 8 to 17, being Deed No. 543 for the year 1958, Krishna Lal Ghosh sold, conveyed and transferred to Adut And Anr. the entirety of Tuharennessa's Land.
43. **Sale of Rashid's Land:** By a Deed of Conveyance dated 31st January, 1958, registered in the Office of the Sub-Registrar, Cossipore Dum Dum, in Book No. I, Volume No. 17, at Pages 206 to 208, being Deed No. 551 for the year 1958, Adut And Anr. jointly sold, conveyed and transferred to Sheikh Abdur Rashid (**Rashid**) land measuring 55 (fifty five) decimal, more or less, formed out of (1) Ichhak's Land and (2) Adut And Anr.'s Land (**Rashid's Land**).
44. **First Sale to Sahida:** By a Deed of Conveyance dated 20th May, 1977, registered in the Office of the Sub-Registrar, Cossipore Dum Dum, in Book No. I, Volume No. 72, at Pages 222 to 227, being Deed No. 3096 for the year 1977, Rashid sold, conveyed and transferred to Mossammat Sahida Bibi *alias* Sahida Bibi (**Sahida**) land measuring 21.88 (twenty one point eighty eight) decimal, more or less [by actual measurement 22.92 (twenty two point nine two) decimal, more or less], formed out of Rashid's Land (**Sahida's First Land**).
45. **Second Sale to Sahida:** By a Deed of Conveyance dated 20th May, 1977, registered in the Office of the Sub-Registrar, Cossipore Dum Dum, in Book No. I, Volume No. 73, at Pages 202 to 208, being Deed No. 3108 for the year 1977, Rashid sold, conveyed and transferred to Sahida land measuring 21.88 (twenty one

- point eighty eight) decimal, more or less [by actual measurement 22.93 (twenty two point nine three) decimal, more or less], formed out of Rashid's Land (**Sahida's Second Land**).
46. **Sale to Sahid Mondal:** By a Deed of Conveyance dated 17th July, 1978, registered in the Office of the Sub-Registrar, Cossipore Dum Dum, in Book No. I, Volume No. 117, at Pages 1 to 3, being Deed No. 4393 for the year 1978, Adut sold, conveyed and transferred to Sahid Mondal (**Sahid**) land measuring 18 (eighteen) decimal, more or less, formed out of Adut And Anr.'s Land (**Sahid's Land**).
 47. **Sale of Fourth Land:** By a Deed of Conveyance dated 8th February, 2006, registered in the Office of the District Sub-Registrar II, Barasat, in Book No. I, Volume No. I, at Pages 1 to 31, being Deed No.07452 for the year 2006, (1) Sahida and (2) Sahid jointly sold, conveyed and transferred to (1) Splendor Vyapaar Private Limited (the Owner No. 3.8 herein) (2) Gullmarg Vyapaar Private Limited (the Owner No. 3.9 herein) (3) Sunmart Vyapaar Private Limited (the Owner No. 3.10 herein) (4) Primerose Marketing Private Limited (the Owner No. 3.11 herein) (5) Prajapati Commercial Private Limited (the Owner No. 3.12 herein) and (6) Anchor Vanijya Private Limited (the Owner No. 3.13 herein) land measuring 61.76 (sixty one point seven six) decimal, more or less [by actual measurement 63.84 (sixty three point eight four) decimal, more or less], comprising the entirety of (1) Sahida's First Land (2) Sahida's Second Land and (3) Sahid's Land (collectively **Fourth Land**).
 48. **Absolute Ownership of Fourth Land:** In the above mentioned circumstances, (1) the Owner No. 3.8 (2) the Owner No. 3.9 (3) the Owner No. 3.10 (4) the Owner No.3.11 (5) the Owner No. 3.12 and (6) the Owner No. 3.13 became the joint and absolute owners of the entirety of the Fourth Land.
 49. **Ownership of Fifth Land:** Mossammat Rabeya Khatun Bibi was the recorded owner of *inter alia* land measuring 7.5 (seven point five) decimal, more or less [out of land measuring 52 (fifty two) decimal, more or less], comprised in R.S. *Dag* No. 3487 (which was previously comprised in C.S. *Dag* No. 5271 and subsequently came to be comprised in L.R. *Dag* No. 3487), recorded in R.S. *Khatian* No. 1437 (which subsequently came to be recoded in L.R. *Khatian* No. 1437), *Mouza* Gopalpur, J.L. No.2, R.S. No. 140, *Touzi* No. 125B/1, Police Station Rajarhat (presently Airport), District North 24 Parganas (**Fifth Land**).
 50. **Demise of Rabeya:** Rabeya, one of the Legal Heirs Of Ichhak and a Muslim governed by the Mohammedan Law of inheritance, died *intestate* leaving behind surviving her only daughter, Mossammat Laila Bibi Khatun as her only legal heiress who inherited the right, title and interest of Late Rabeya in the entirety of the Fifth Land.
 51. **Sale of Fifth Land:** By a Deed of Conveyance dated 27th March, 2002, registered in the Office of the District Sub-Registrar II, Barasat, in Book No. I, Volume No. 89, at Pages 275 to 284, being Deed No. 4955 for the year 2002, Mossammat Layla Bibi Khatun sold, conveyed and transferred to LGW Limited the entirety of the Fifth Land.
 52. **Sale to Owner No.3.7:** By a Deed of Conveyance dated 27th March, 2006, registered in the Office of the District Sub-Registrar II, North 24 Parganas, Barasat, in Book No.I, Volume No. I, at Pages 1 to 12, being Deed No. 7900 for the year



2006, LGW Limited sold, conveyed and transferred to Anukaran Supply Private Limited (the Owner No. 3.7 herein) the entirety of the Fifth Land.

53. **Absolute Ownership of Fifth Land:** In the above mentioned circumstances, the Owner No. 3.7 became the absolute owner of the entirety of the Fifth Land.
54. **Ownership of Rahim's Land:** By a Deed of Conveyance dated 18th March, 1983, registered in the Office of the Sub-Registrar, Cossipore Dum Dum, in Book No. I, Volume No. 82, at Pages 20 to 28, being Deed No. 2971 for the year 1983, (1) Sheikh Samsher Doha and (2) Sheikh Sahidar Rahman jointly sold, conveyed and transferred to Rahim Baksh Mondal *alias* Abdul Rahim Molla (**Rahim**) land measuring 19 (nineteen) decimal, more or less, comprised in R.S. *Dag* No. 3489 (which was previously comprised in C.S. *Dag* No. 5273 and subsequently came to be comprised in L.R. *Dag* No. 3489), recorded in R.S. *Khatian* No. 2992 (which was previously recorded in C.S. *Khatian* No. 1376 and subsequently came to be recorded in L.R. *Khatian* No. 4081), *Mouza* Gopalpur, J.L. No. 2, R.S. No. 140, *Touzi* No. 125B/1, Police Station Rajarhat (presently Airport), District North 24 Parganas (**Rahim's Land**).
55. **Sale to Rajaram Estate Private Limited:** By a Deed of Conveyance dated 18th November, 2005, registered in the Office of the Additional Registrar of Assurances-II, Kolkata, in Book No. I, Volume No. I, at Pages 1 to 13, being Deed No. 03107 of 2006, Rahim sold, conveyed and transferred to Rajaram Estate Private Limited land measuring 5 (five) *cottah* equivalent to 8.25 (eight point two five) decimal, more or less, formed out of Rahim's Land (**Sixth Land**).
56. **Sale of Sixth Land:** By a Deed of Conveyance dated 28th January, 2008, registered in the Office of the Additional Registrar of Assurances-II, Kolkata, in Book No. I, being Deed No. 1901 for the year 2008, Rajaram Estate Private Limited sold, conveyed and transferred to (1) Siddha Real Estate Development Private Limited (the Owner No. 3.1 herein) (2) Rosemery Tie Up Private Limited (the Owner No. 3.14 herein) and (3) Arpana Tie Up Private Limited (the Owner No. 3.15 herein) the entirety of the Sixth Land.
57. **Absolute Ownership of Sixth Land:** In the above mentioned circumstances, (1) the Owner No. 3.1 (2) the Owner No. 3.14 and (3) the Owner No. 3.15 became the joint and absolute owners of the entirety of the Sixth Land.
58. **Sale of Seventh Land:** By a Deed of Conveyance dated 1st August, 2007, registered in the Office of the Additional District Sub-Registrar, Bidhannagar, Salt Lake City, in Book No. I, CD Volume No. 5, at Pages 12009 to 12021, being Deed No. 6842 for the year 2007, Rahim sold, conveyed and transferred to (1) Premsagar Tie Up Private Limited (the Owner No. 3.16 herein) and (2) Jaldham Tie Up Private Limited (the Owner No. 3.17 herein) land measuring 6.495 (six point four nine five) *cottah* equivalent to 10.7356 (ten point seven three five six) decimal, more or less, formed out of Rahim's Land (**Seventh Land**).
59. **Absolute Ownership of Seventh Land:** In the above mentioned circumstances, (1) the Owner No. 3.16 and (2) the Owner No. 3.17 became the joint and absolute owners of the entirety of the Seventh Land.
60. **Freehold Title of the Owners:** In the abovementioned circumstances, the Owners acquired joint freehold right, title and interest to the Said Property, free from all encumbrances, as per details given below:



Sl. No.	R.S./L.R. Dag No.	Purchased Area (in Decimal)
1.	3471	18.00
2.	3472	14.00
3.	3487	71.35
4.	3488	20.00
5.	3489	19.00
Total:		142.35

2nd Schedule**Part I****(Said Home Studio)**

Home Studio No 331, on the **3rd floor**, super built up area approximately **520 (five hundred and twenty)** square feet, forming part of the Said Building named **Xanadu** at Municipal Premises No.AS/275, Block A, Rajarhat Main Road, Kolkata-700136, within the jurisdiction of Ward No. 5 (formerly Ward No. 3) of the Bidhannagar Municipal Corporation (formerly Rajarhat Gopalpur Municipality), *Mouza* Gopalpur, J.L. No.2, Police Station Airport, Sub-Registration District Bidhannagar, District North 24 Parganas. The lay out of the Said Home Studio is delineated on the **Plan B** annexed hereto and bordered in colour **Red** thereon.

Part II**(Parking Space)**

The right to park 1 (one) medium sized car in the covered space in the basement level of the Said Building bearing No.B-29. The layout of the Parking Space is delineated on the **Plan C** annexed hereto and bordered in colour **Red** thereon.

Part III**(Said Home Studio And Appurtenances)****[Subject Matter of Sale]**

The Said Home Studio, being the Home Studio No.331, on the **3rd floor**, having super built up area approximately **520 (five hundred and twenty)** square feet, described in **Part I** of the **2nd Schedule** above, in the Said Building named **Xanadu** at Municipal Premises No. AS/275, Block A, Rajarhat Main Road, Kolkata-700136, within the jurisdiction of Ward No. 5 (formerly Ward No. 3) of the Bidhannagar Municipal Corporation (formerly Rajarhat Gopalpur Municipality), *Mouza* Gopalpur, J.L. No.2, Police Station Airport, Sub-Registration District Bidhannagar, District North 24 Parganas. The layout of the Said Home Studio is delineated on **Plan B** annexed hereto and bordered in colour **Red** thereon

Together With the Land Share, being undivided, impartible, proportionate and variable share in the land underneath the Said Building, comprised within the Said Property, described in **Part I** of the **1st Schedule** above, as be attributable to the Said Home Studio

And Together With the Parking Space, being the right to park 1 (one) medium sized car in the covered space in the basement level of the Said Building bearing No.B-29, described in **Part II** of the **2nd Schedule** above. The layout of the Parking Space is delineated on the **Plan C** annexed hereto and bordered in colour **Red** thereon



And Together With the Share In Common Portions, being undivided, impartible, proportionate and variable share and/or interest in the Common Portions, described in the 3rd Schedule below, as be attributable and appurtenant to the Said Home Studio

And Together With the Share In Said Club, being undivided, impartible, proportionate and variable share and/or interest in the Said Club, as be attributable and appurtenant to the Said Home Studio subject to the terms and conditions contained in this Conveyance

And Also Together With the User Rights in Specified Facilities, being the facilities and amenities which may be provided by the Developer for common benefit and utilization of all or specified portions of the Said Property and the Other Siddha Projects, subject to the terms and conditions contained in this Conveyance.

3rd Schedule (Common Portions)

- Lobbies at the ground level of the Said Building.
- Lobbies, Service Areas on all floors and staircases of the Said Building.
- Lift machine rooms and lift wells of the Said Building.
- Water reservoirs/tanks of the Said Building.
- Water supply pipeline in the Said Building (save those inside any Home Studio).
- Drainage and sewage pipeline in the Said Building (save those inside any Home Studio).
- Wiring, fittings and accessories for lighting of lobbies, staircases and other common portions of the Said Building (save those inside any Home Studio).
- Electricity meters for common installations and utilities and spaces for their installations.
- Elevators and allied machineries in the Said Building.
- Fire fighting system in the Said Building.
- Network of Cable TV/DTH, if any, in the Said Building.
- Broadband/Wi-Fi (if any), connection in the Said Building.
- 24 hour water supply arrangement.
- Water pump/s and motor/s.
- Rain water harvesting system.
- Water filtration plant, if any.
- Installations for receiving and distributing electricity from supply agency.
- Power back up Generator/s for common electrical installations and Home Studio (at extra cost).
- Visitors' car parking area, if any.
- Parking areas for the two-wheelers (limited numbers).

4th Schedule (Common Expenses/Maintenance Charge)

1. **Common Utilities:** All charges, costs and deposits for supply, operation and maintenance of common utilities and the Specified Facilities.
2. **Electricity:** All charges for the electricity consumed for the operation of the common lighting, machinery and equipment of the Said Building including the Specified Facilities.
3. **Fire Fighting:** Costs of operating and maintaining the fire fighting equipments and personnel, if any.




Anila Makati