

**DEED OF CONVEYANCE**

**THIS DEED OF CONVEYANCE** made this the      day of  
**Two Thousand Twenty Three (2023).**

**BETWEEN**

1. **MRS. CHANDRA GHOSH (PAN - CCYPG8474Q) (Adhaar No. 681196196895)** wife of Late Girija Shankar Ghosh, by Nationality – Indian, by religion - Hindu, by occupation – Housewife, presently residing at 84, Ram Chandra Dey Street, Post Office – Dakshin Jagaddal, Police Station – Sonarpur, Kolkata – 700149, District – South-24 Parganas, West Bengal.
2. **SMT SHARMILA SHOME (OCI No. 238602)**, daughter of Late Subrata Ghosh, by occupation Housewife, by religion Hindu, by Nationality – Canadian, residing at 154 Grand Avenue Rutherford, NJ 07070, Police Station-Rutherford, Post Office-Rutherford, New Jersey - 07070, United States of America.
3. **SMT. UTTARA GHOSH (OCI A 3491810)** wife of Sri Krishna Ghosh, by occupation Housewife, by religion Hindu, Nationality - British, residing at 1, Ferns Way, Sunderland, Tyne Upon Wear, Police Station- Gill Bridge Avenue, Post Office – Tunstall Vale, Post Code: SR31YS, United Kingdom.
4. **MR. DEBASISH GHOSH (PAN BEWPG2361H), (Aadhar No. 834840462148)** son of Debabrata Ghosh, by occupation Service, by religion Hindu, by Nationality Indian, residing at 94 D-6, SECTOR-6 ROHINI, North West Delhi, Post Office- Rohini Sector-7, Police Station-Rohini Sector-7, Delhi-110085.
5. **MR. SANDEEP GHOSH (PAN AKTPG0581D), (Aadhar No. 321995436664)** son of Subrata Ghosh, by occupation Service, by religion Hindu, by Nationality Indian, residing at 215 C, Prince Anwar Shah Road, Post Office-Tollygunje, Police Station- Jadavpur, Kolkata-700033.
6. **MRS. LAILA MUKHERJEE (PAN BLZPM5251N), (Aadhar No. 966960321054)** daughter of Subrata Ghosh, by occupation Housewife, by religion Hindu, by Nationality Indian, residing at 5/1, Majlish Ara Road, Post Office- Paschim Putiary, Police Station- Behala, Kolkata-700041.
7. **MR. SABYASACHI GHOSH alias GHOSH SABYASACHI (PAN CJRPG9525J), (Aadhar No. 348238430819)** son of Uma Shankar Ghosh, by occupation Service, by religion Hindu, by Nationality Indian,

residing at 215 C, Prince Anwar Shah Road, Post Office-Tollygunje, Police Station- Jadavpur, Kolkata- 700033.

**8. MR. AMITAVAA GHOSH (PAN AEGPG9470G) (Aadhar No. 257295635255)** son of Alope Kumar Ghose, by occupation Service, by religion Hindu, by Nationality Indian, residing at 215 C, Prince Anwar Shah Road, Post Office-Tollygunje, Police Station- Jadavpur, Kolkata- 700033.

all being represented by their constituted Attorney “**M/S. RAJWADA DEVELOPER**”, a Partnership Firm having its registered office at 26, Mahamaya Mandir Road, Mahamayatala, P.O. Garia, P.S. Nrendrapur (formerly Sonarpur), Kolkata- 700 084, duly represented by its authorized signatory **SRI BIKASH AGARWAL**, son of Late Rajendra Kumar Agarwal, by occupation-Business, by faith- Hindu, by Nationality- Indian, residing at 26, Mahamaya Mandir Road, Mahamayatala, Garia, P.S. Narendrapur (Formerly Sonarpur), Kolkata- 700 084 by virtue of the respective **1. Development Power of Attorney** which was registered on 26/11/2021 before the office of the A.D.S.R., Sonarpur office and recorded in Book No. I, Volume No.1608-2021, Pages- 227162 to 227183, **Being No.160807497 for the year 2021** executed by **MRS. CHANDRA GHOSH**, **2. Development Power of Attorney** which was registered on 16/08/2022 before the office of the A.D.S.R., Sonarpur office and recorded in Book No. I, Volume No.1608-2022, Pages- 159847 to 159867, **Being No.160806990 for the year 2022** executed by **SMT SHARMILA SHOME**, **3. Development Power of Attorney** which was registered on 16/08/2022 before the office of the A.D.S.R., Sonarpur office and recorded in Book No. I, Volume No.1608-2022, Pages- 159868 to 159888, **Being No.160806991 for the year 2022** executed by **SMT. UTTARA GHOSH**, **4. Development Power of Attorney** which was registered on 16/11/2021 before the office of the A.D.S.R., Sonarpur office and recorded in Book No. I, Volume No.1608-2021, Pages- 222373 to 222405, **Being No.160807201 for the year 2021** jointly executed by **MR. DEBASISH GHOSH, MR. SANDEEP GHOSH, MRS. LAILA MUKHERJEE, MR. SABYASACHI GHOSH alias GHOSH SABYASACHI & MR. AMITAVAA GHOSH**, hereinafter referred to as the “**OWNERS/ VENDORS**” (which expression shall unless excluded by or repugnant to the context be deemed

to mean and include their respective heirs executors, administrators, legal representatives and assigns) of the **FIRST PART**.

**AND**

..... (PAN - .....) & (AADHAAR - .....), son/ daughter/ wife of ....., by occupation - ....., by faith- ....., by nationality - ....., residing at ..... P.O. - ....., P.S. - ....., West Bengal - ....., District - ....., hereinafter referred to as the **'PURCHASER/S'**, (which expression shall unless excluded by or repugnant to the context be deemed to mean and include his/ her/ their heirs executors, administrators, legal representatives and assigns) of the **SECOND PART**.

**AND**

**M/S. RAJWADA DEVELOPER, (PAN- AARFR9646N)** a Partnership Firm having its registered office at 26, Mahamaya Mandir Road, Mahamayatala, P.O. Garia, P.S. Narendrapur Formerly Sonarpur, Kolkata- 700 084, duly represented by its Partners namely, **(1) SRI PARVEEN AGARWAL, (2) SRI BIKASH AGARWAL and (3) SRI RAJ KUMAR AGARWAL**, all are sons of Late Rajendra Kumar Agarwal, all are by occupation-Business, all are by faith-Hindu, by Nationality- Indian, residing at 26, Mahamaya Mandir Road, Mahamayatala, P.O. Garia, P.S. Narendrapur Formerly Sonarpur, Kolkata- 700 084 and also residing at "Narendra Bhawan", Kamalgazi, P.O. Narendrapur, P.S. Narendrapur (Formerly Sonarpur), District-South 24-Parganas, Kolkata- 700 103, the Partner Nos.1 and 3 i.e. **SRI PARVEEN AGARWAL** and **SRI RAJ KUMAR AGARWAL** represented by their Constituted Attorney the **Partner No. 2, SRI BIKASH AGARWAL**, by virtue of a General Power of Attorney which was registered on 3.08.2015 before the office of the A.D.S.R. at Garia and recorded in its Book No. IV, CD. Volume No. 1629 – 2015, Pages from 1590 to 1601, Being No. 162900297 for the year 2015, hereinafter referred to as the "Promoter/Developer" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the partners or partner for the time being of the said firm, the survivor or survivors of them and their heirs, executors

and administrators of the last surviving partner and his /their assigns) of the **THIRD PART**.

**WHEREAS** one Kailash Chandra Dey after installing the Sri Sri Lakshmi Janardhan Thakur, Sri Sri Bhairabswar Shib Thakur and Sri Sri Kailash Nath Shib Thakur, the deities in his native place in Mouza Jagaddal, Police Station –Sonarpur, District – South-24 Parganas (formerly 24 Parganas) sometimes in the year 1981 absolutely by a Deed of Arpannama and /or endowment dated 11.04.1903 whereby he was as the first First Trustee.

**AND WHEREAS** by the said Deed of Arpannama and /or endowment dated 11.04.1903 the said Kailash Chandra Dey appointed one Haridas Dey as a Shebayet and provided that his minor son and granddaughter namely Kalashashi Dey and Radharani will also on attainment of majority, become shebayet to act along with the said Haridas Dey and after their death, the sons and grandsons of the said Haridas Dey and of the Kalashashi Dey would be appointed as joint Shebayets of the said deities.

**AND WHEREAS** the said Kailash Chandra Dey died in 1909 and thereafter the said Haridas Dey and Kalashashi Dey became the joint Shebayets of the said deities.

**AND WHEREAS** the said Haridas Dey died in 1915 leaving behind his two sons namely Kanailal Dey and Kumar Krishna Dey alias Krishna Kumar Dey, who became the Shebayets of the said deities in place and stead of the said Haridas Dey since deceased, as per the said Deed of Arpannama and /or endowment dated 11.04.1903.

**AND WHEREAS** the said Kalashashi Dey also died in 1937 leaving behind his three sons namely Rohit Kumar Dey, Saroj Kumar Dey and Ranjit Kumar Dey, who became the Shebayets of the said deities in place and stead of the said Kalashashi Dey since deceased, as per the said Deed of Arpannama and /or endowment dated 11.04.1903.

**AND WHEREAS** an Administration Suit being Suit no. 3491 of 1948 between Sri Sri Lakshmi Janardhan Thakur & Others –versus- Kanailal Dey & Others which was instituted in the Honble High Court, Calcutta by the said deities as well as by Rohit Kumar Dey, Saroj Kumar Dey and Ranjit Kumar Dey, against Kanailal Dey & Others inter alia for

administration of the Debuttar estate belonging to the said deities and for other reliefs.

**AND WHEREAS** by a preliminary decree dated 24<sup>th</sup> July, 1948, passed by the Honble High Court, Calcutta in Suit no. 3491 of 1948 the said Rohit Kumar Dey, Saroj Kumar Dey, Ranjit Kumar Dey, Kanailal Dey and Kumar Krishna Dey alias Krishna Kumar Dey, were appointed as the Shebayets of the of the said Debuttar estate in terms of the said Deed of Arpannama and /or endowment dated 11.04.1903.

**AND WHEREAS** by an order dated 2<sup>nd</sup> February, 1949 passed by the Honble High Court, Calcutta in the said Suit no. 3491 of 1948, the official Receiver was appointed as the Receiver of the said Debuttar estate.

**AND WHEREAS** the said Kanailal Dey also died on 12.10.1964 leaving behind his four sons namely Kriti Chandra Dey, Gobindo Chandra Dey, Nemai Chandra Dey, Kala Chand Dey who became the Shebayets of the said Debuttar estate in place and stead of the said Kanailal Dey since deceased.

**AND WHEREAS** the said Kumar Krishna Dey alias Krishna Kumar Dey also died on 07.10.1974 leaving behind his son namely Deba Prosad Dey who became the Shebayets of the said Debuttar estate in place and stead of the said Kumar Krishna Dey alias Krishna Kumar Dey since deceased.

**AND WHEREAS** by an order dated 24<sup>th</sup> June, 1975 passed by the Honble High Court, Calcutta in Suit no. 3491 of 1948 the then Receiver T.P. Basu was directed to sell the several plots of land belonging to the said Debuttar estate by private treaty subject to reserve price to be fixed and subject to the confirmation by the Honble High Court, Calcutta.

**AND WHEREAS** the said several plots of land belonging to the said Debuttar estate were duly surveyed by a surveyor who prepared a plan or map thereof and reserve price for sale of the said several plots of land.

**AND WHEREAS** by an order dated 20<sup>th</sup> March, 1980 passed by the Honble High Court, Calcutta in Suit no. 3491 of 1948 the then Receiver Sri Girindra Krishna Dutta was directed to sell the several plots of land belonging to the said Debuttar estate by private treaty after proper

advertisement in newspaper and by the said order Ranjit Kumar Dey was appointed as next friend of the said deities in place of Satyabati Dasi.

**AND WHEREAS** pursuant to advertisements published in the Amrita Bazaar Patrika and Basumati offers were received by the said Receiver for purchase of several plots of land belonging to the said Debuttar estate directed to be sold by the Honble High Court, Calcutta.

**AND WHEREAS** by an order dated 2<sup>nd</sup> December, 1980 passed by the Honble High Court, Calcutta made upon the application of the Receiver, the said Receiver was directed to hold a meeting with the intending purchaser and to receive and accept the highest bids which were offered within 30<sup>th</sup> July, 1980.

**AND WHEREAS** the said meeting was held on 23.12.1980 by the said Receiver and it was decided and agreed that the highest offers received from the intending purchaser will be accepted subject to confirmation by the Honble Court, and whose highest offer was accepted will have to deposit 25% of the purchase price within 7<sup>th</sup> January, 1981 and in default the next offer will be accepted.

**AND WHEREAS** one Sri Ajit Kumar Dutt of 29/1, Andul Road, B. Garden, Howrah, dully offered for purchase of several plots of land including the ALL THAT the pieces or parcel of land admeasuring more or less 2 Bigha 6 cottah 10 chittack 6 sq. ft. comprised in R.S. Dag No. 3019 and 3489/3019 under R.S. Khatian No. 1026 in Mouza Jagaddal, Police Station –Sonarpur, District – South-24 Parganas in the said meeting was held on 23.12.1980.

**AND WHEREAS** the said offer of Sri Ajit Kumar Dutt for purchase of the aforesaid property at the rate of Rs. 1,425/- per cottah was found to be the highest and the same was fully accepted by the said Receiver, subject to deposit 25% of the purchase price within 7<sup>th</sup> January, 1981 and on terms that the sale of the said property will be completed in favour of the purchaser or his nominee/ nominees.

**AND WHEREAS** the said Sri Ajit Kumar Dutt deposited 25% of the purchase price/ consideration money with the said Receiver within the time allowed for the purpose and said offer of Sri Ajit Kumar Dutt for purchase of several plots of land including the ALL THAT the pieces or

parcel of land admeasuring more or less 2 Bigha 6 cottah 10 chittack 6 sq. ft. comprised in R.S. Dag No. 3019 and 3489/3019 under R.S. Khatian No. 1026 in Mouza Jagaddal, Police Station –Sonarpur, District – South-24 Parganas, was duly accepted and confirmed by the Honble High Court, Calcutta by an order dated 24.02.1981.

**AND WHEREAS** Sri Ajit Kumar Dutt for the purpose of completing the purchase divided the said Property into seven Plots being Lot “A”, Lot “B”, Lot “C”, Lot “D”, Lot “E”, Lot “F”, and Lot “G”.

**AND WHEREAS** by a Letter dated 25.07.1981 written by M/s. Leslie Khettry and Co., Solicitors and Advocates on behalf of the said Sri Ajit Kumar Dutt addressed to the Said Receiver, the said Sri Ajit Kumar Dutt, nominated Sushila Kedia, Vishvendra Kumar, Chandra Mohan, Savitri Agarwal, Madan Mohan Lal Agarwal, Sangeeta Trust, and Yogendra Kumar Gupta, as his nominees to complete the purchase in respect of the said Property divided into the said seven plots of land.

**AND WHEREAS** the Said Receiver duly accepted the said nomination made by the said Sri Ajit Kumar Dutta.

**AND WHEREAS** the Said Madan Mohan Lal Agarwal as per the said nomination purchased ALL THAT the pieces or parcel of land admeasuring more or less 7 cottah 8 chittack comprised in R.S. Dag No. 3019 under R.S. Khatian No. 1026 in Mouza Jagaddal, Police Station –Sonarpur, District – South-24 Parganas, of the said Property, by virtue of a registered Deed executed on 18.09.1981 which was registered in the office of the Registrar of Assurances at Kolkata, and recorded in its Book No. - I, Volume No. 372, Pages from 136 to 157, Being No. 7954 for the year 1981 described as Lot No. - “E” therein.

**AND WHEREAS** the Said Madan Mohan Lal Agarwal being the absolute owner fully seized and possessed of ALL THAT the pieces or parcel of land admeasuring more or less 7 cottah 8 chittack comprised in R.S. Dag No. 3019 under R.S. Khatian No. 1026 in Mouza Jagaddal, Police Station –Sonarpur, District – South-24 Parganas, sold conveyed and transferred the said land by virtue of a registered Deed executed on 27.08.1993 which was registered in the office of the District Registrar at Alipore, and recorded in its Book No. - I, Volume No. 223, Pages from .... to



479, Being No. 12162 for the year 1993 unto and in favour of Girija Shankar Ghosh, absolutely and forever at or for the valuable consideration therein mentioned.

**AND WHEREAS** the Said Girija Shankar Ghosh being the absolute owner fully seized and possessed of ALL THAT the pieces or parcel of land admeasuring more or less 7 cottah 8 chittack comprised in R.S. Dag No. 3019 under R.S. Khatian No. 1026 in Mouza Jagaddal, Police Station – Sonarpur, District – South-24 Parganas, gifted ALL THAT the pieces or parcel of land admeasuring more or less 3 cottah comprised in R.S. Dag No. 3019 under R.S. Khatian No. 1026 in Mouza - Jagaddal, Police Station –Sonarpur, District – South-24 Parganas, unto and in favour of Goutam Podder, by virtue of a Deed of Gift dated 22.08.2016 which was registered in the office of the Additional District Registrar at Sonarpur, and recorded in its Book No. - I, Volume No. 1608-2016, Pages from 116596 to 116614, Being No. 160804825 for the year 2016 unto and in favour of Goutam Podder, absolutely and forever.

**AND WHEREAS** the Said Girija Shankar Ghosh being the absolute owner fully seized and possessed of the remaining land i.e. ALL THAT the pieces or parcel of land admeasuring more or less **4 cottah 8 chittack** comprised in R.S. Dag No. 3019 under R.S. Khatian No. 1026 in Mouza Jagaddal, Police Station –Sonarpur, District – South-24 Parganas, died intestate on leaving behind his wife **CHANDRA GHOSH**, the Owner herein, who inherited the said ALL THAT the pieces or parcel of land admeasuring more or less 4 cottah 8 chittack comprised in R.S. Dag No. 3019 under R.S. Khatian No. 1026 in Mouza Jagaddal, Police Station –Sonarpur, District – South-24 Parganas, and became the owner of the same.

**AND WHEREAS** the said **CHANDRA GHOSH** mutated her name in the R.O.R at the B.L. & L.R.O. at Sonarpur and a new **L.R. Khatian Being No. 4819** got issued in her name by the respected authority.

**AND WHEREAS** the **Owner/Vendor**, Chandra Ghosh, herein, of the **FIRST PART** has intended to develop her said Property i.e. ALL THAT the pieces or parcel of land admeasuring more or less 4 cottah 8 chittack comprised in R.S. Dag No. 3019 corresponding to L.R. Dag No. 3036 recorded under R.S. Khatian No. 1026 corresponding to L.R. Khatian No.

4819 in Mouza Jagaddal, Police Station –Sonarpur, District – South-24 Parganas, Parganas approached **RAJWADA DEVELOPER**, the Developer herein, in order to fulfill her desire of developing her Said Property and executed a **Development Agreement recorded in Book No. I, Vol. No. 1608-2021, Page from 222406 to 222440 Being No. 7202 for the year 2021** for construction of the said multi-storied building on the said land at the cost of the Developer herein under certain terms and conditions contained therein followed by a **Development Power Of Attorney recorded in Book No. I, Vol. No. 1608-2021, Page from 227162 to 227183 Being No. 7497 for the year 2021** in favor of **RAJWADA DEVELOPER**, the Developer herein.

**AND WHEREAS** the Said Vishvendra Kumar as per the said nomination purchased ALL THAT the pieces or parcel of land admeasuring more or less 6 cottah comprised in R.S. Dag No. 3019 under R.S. Khatian No. 1026 in Mouza Jagaddal, Police Station –Sonarpur, District – South-24 Parganas, of the said Property, by virtue of a registered Deed executed on 18.09.1981 which was registered in the office of the Registrar of Assurances at Kolkata, and recorded in its Book No. - I, Volume No. 372, Pages from 113 to 135, Being No. 7953 for the year 1981 described as Lot No.- “B” therein.

**AND WHEREAS** the Said Vishvendra Kumar while in possession of the said property died intestate on 28.06.1992 leaving behind his wife Manju Devi, one son Yash Kumar and one daughter Kavita Kumari who jointly inherited the said property and become the joint owners of ALL THAT the pieces or parcel of land admeasuring more or less 6 cottah comprised in R.S. Dag No. 3019 under R.S. Khatian No. 1026 in Mouza Jagaddal, Police Station –Sonarpur, District – South-24 Parganas.

**AND WHEREAS** the Said Manju Devi, Yash Kumar and Kavita Kumari being the absolute owner fully seized and possessed of ALL THAT the pieces or parcel of land admeasuring more or less 6 cottah comprised in R.S. Dag No. 3019 under R.S. Khatian No. 1026 in Mouza Jagaddal, Police Station –Sonarpur, District – South-24 Parganas, sold conveyed and transferred the said land by virtue of a registered Deed executed on 27.08.1993 which was registered in the office of the District Registrar at Alipore, and recorded in its Book No. - I, Volume No. 71, Pages from 132 to

145, Being No. 2715 for the year 1995 unto and in favour of Subrata Ghosh absolutely and forever at or for the valuable consideration therein mentioned.

**AND WHEREAS** the Said Subrata Ghosh while in possession of the said property died intestate on 07.02.2006 leaving behind his wife Bithika Ghosh, one son Sandeep Ghosh and two daughters Laila Mukherjee and Sharmila Shome who jointly inherited the said property and become the joint owners of ALL THAT the pieces or parcel of land admeasuring more or less 6 cottah comprised in R.S. Dag No. 3019 under R.S. Khatian No. 1026 in Mouza Jagaddal, Police Station –Sonarpur, District – South-24 Parganas.

**AND WHEREAS** the said Bithika Ghosh died intestate on 02.03.2013 leaving behind her one son Sandeep Ghosh and two daughters Laila Mukherjee and Sharmila Shome who jointly inherited the said property and become the joint owners of ALL THAT the pieces or parcel of land admeasuring more or less 6 cottah comprised in R.S. Dag No. 3019 under R.S. Khatian No. 1026 in Mouza Jagaddal, Police Station –Sonarpur, District – South-24 Parganas each having 1/3<sup>rd</sup> share in the said property.

**AND WHEREAS** the said **SHARMILA SHOME** the **Owner/Vendor** herein, became the joint owner of undivided 1/3<sup>rd</sup> share i.e. ALL THAT the pieces or parcel of land admeasuring more or less **2 cottah** comprised in R.S. Dag No. 3019 under R.S. Khatian No. 1026 in Mouza Jagaddal, Police Station –Sonarpur, District – South-24 Parganas.

**AND WHEREAS** the said **SHARMILA SHOME** mutated her name in the R.O.R at the B.L. & L.R.O. at Sonarpur and a new **L.R. Khatian Being No. 4816** got issued in her name by the respected authority.

**AND WHEREAS** the said Sharmila Shome, the **Owner/Vendor** herein, of the **FIRST PART**, appointed, nominated and constituted **MR. SANDEEP GHOSH (PAN –AKTPG0581D) (AADHAAR NO. 3219 9543 6664)**, son of Late Subrata Ghosh, by religion - Hindu, by occupation - Service, by Nationality - Indian, residing at 215 C, Prince Anwar Shah Road, Post Office- Tollygunje, Police Station – Jadavpur, Kolkata - 700033, District – South-24 Parganas, West Bengal as her **Constituted Attorney**.

**AND WHEREAS** the **Owner/Vendor**, Sharmila Shome, herein, of the **FIRST PART**, through her Constituted Attorney has intended to develop her said Property i.e. ALL THAT the land measuring **2 cottah** be the same a little more less, comprised in R.S. Dag No. 3019 corresponding to L.R. Dag No. 3036, under R.S. Khatian No. 1026 corresponding to L.R. Khatian No. 4816 in Mouza Jagaddal, Police Station –Sonarpur, Additional District Sub-Registrar – Sonarpur, District – South-24 Parganas approached **RAJWADA DEVELOPER**, the Developer herein, in order to fulfill her desire of developing her Said Property and executed a **Development Agreement recorded in Book No. I, Vol. No. 1608-2021, Page from 227126 to 227161 Being No. 7496 for the year 2021** for construction of the said multi-storied building on the said land at the cost of the Developer herein under certain terms and conditions contained therein followed by a **Development Power Of Attorney recorded in Book No. I, Vol. No. 1608-2022, Page from 159847 to 159867 Being No. 6990 for the year 2022** in favor of **RAJWADA DEVELOPER**, the Developer herein.

**AND WHEREAS** the Said Yogendra Kumar Gupta, as per the said nomination purchased ALL THAT the pieces or parcel of land admeasuring more or less 7 cottah 5 chittack comprised in R.S. Dag No. 3019 and 3489/3019 under R.S. Khatian No. 1026 in Mouza Jagaddal, Police Station –Sonarpur, District – South-24 Parganas, of the said Property, by virtue of a registered Deed executed on 18.09.1981 which was registered in the office of the Registrar of Assurances at Kolkata, and recorded in its Book No. - I, Volume No. 374, Pages from 168 to 190, Being No. 7949 for the year 1981 described as Lot No.- “G” therein.

**AND WHEREAS** the Said Yogendra Kumar Gupta being the absolute owner fully seized and possessed of ALL THAT the pieces or parcel of land admeasuring more or less **7 cottah 5 chittack** comprised in R.S. Dag No. 3019 and 3489/3019 under R.S. Khatian No. 1026 in Mouza Jagaddal, Police Station –Sonarpur, District – South-24 Parganas, sold conveyed and transferred the said land by virtue of a registered Deed executed on 29.06.1995 which was registered in the office of the District Registrar at Alipore, and recorded in its Book No. - I, Volume No. 71, Pages from 118 to 131, **Being No. 2714 for the year 1995** unto and in favour of **UTTARA**

**GHOSH** the Owner herein, absolutely and forever at or for the valuable consideration therein mentioned.

**AND WHEREAS** the said **UTTARA GHOSH** mutated her name in the R.O.R at the B.L. & L.R.O. at Sonarpur and a new **L.R. Khatian Being No. 4820** got issued in her name by the respected authority.

**AND WHEREAS** the said Uttara Ghosh the **Owner/Vendor** herein appointed, nominated and constituted **MR. SANDEEP GHOSH (PAN – AKTPG0581D) (AADHAAR NO. 3219 9543 6664)**, son of Late Subrata Ghosh, by religion - Hindu, by occupation - Service, by Nationality - Indian, residing at 215 C, Prince Anwar Shah Road, Post Office- Tollygunje, Police Station – Jadavpur, Kolkata - 700033, District – South-24 Parganas, West Bengal as her **Constituted Attorney**.

**AND WHEREAS** the **Owner/Vendor, UTTARA GHOSH**, herein, of the **FIRST PART**, through her Constituted Attorney has intended to develop her said Property i.e. ALL THAT the land measuring 5 cottah 2 chittack 8 sq.ft be the same a little more less, comprised in R.S. Dag No. 3019 corresponding to L.R. Dag No. 3036 under R.S. Khatian No. 1026 corresponding to L.R. Khatian No. 4820 in Mouza- Jagaddal, Police Station –Sonarpur, Additional District Sub-Registrar – Sonarpur, District – South-24 Parganas approached **RAJWADA DEVELOPER**, the Developer herein, in order to fulfill her desire of developing her Said Property and executed a **Development Agreement recorded in Book No. I, Vol. No. 1608-2021, Page from 227090 to 227125 Being No. 7495 for the year 2021** for construction of the said multi-storied building on the said land at the cost of the Developer herein under certain terms and conditions contained therein followed by a **Development Power Of Attorney recorded in Book No. I, Vol. No. 1608-2022, Page from 159868 to 159888 Being No. 6991 for the year 2022** in favor of **RAJWADA DEVELOPER**, the Developer herein.

**AND WHEREAS** the Said Sushila Kedia as per the said nomination purchased ALL THAT the pieces or parcel of land admeasuring more or less 6 cottah 8 chittack 6 sq. ft. comprised in R.S. Dag No. 3019 under R.S. Khatian No. 1026 in Mouza Jagaddal, Police Station -Sonarpur, District Parganas, of the said Property, by virtue of a registered Deed executed on 18.09.1981 which was registered in the office of the Registrar

of Assurances at Kolkata, and recorded in its Book No. - I, Volume No. 372, Pages from 71 to 90, Being No. 7951 for the year 1981 described as Lot No.- "A" therein.

**AND WHEREAS** the Said Sushila Kedia being the absolute owner fully seized and possessed of ALL THAT the pieces or parcel of land admeasuring more or less **6 cottah 8 chittack 6 sq. ft.** comprised in R.S. Dag No. 3019 under R.S. Khatian No. 1026 in Mouza Jagaddal, Police Station -Sonarpur, District - South-24 Parganas, sold conveyed and transferred the said land by virtue of a Registered Deed executed on 27.08.1993 which was registered in the office of the District Registrar at Alipore, and recorded in its Book No. - I, Volume No. 226, Pages from 82 to 101, **Being No. 12305 for the year 1993** unto and in favour of **DEBASHIS GHOSH**, herein, absolutely and forever at or for the valuable consideration therein mentioned.

**AND WHEREAS** the said **DEBASHIS GHOSH** mutated his name in the R.O.R at the B.L. & L.R.O. at Sonarpur and a new **L.R. Khatian Being No. 4814** got issued in his name by the respected authority.

**AND WHEREAS** the Said Vishvendra Kumar as per the said nomination purchased ALL THAT the pieces or parcel of land admeasuring more or less 6 cottah comprised in R.S. Dag No. 3019 under R.S. Khatian No. 1026 in Mouza Jagaddal, Police Station -Sonarpur, District - South-24 Parganas, of the said Property, by virtue of a registered Deed executed on 18.09.1981 which was registered in the office of the Registrar of Assurances at Kolkata, and recorded in its Book No. - I, Volume No. 372, Pages from 113 to 135, Being No. 7953 for the year 1981 described as Lot No.- "B" therein.

**AND WHEREAS** the Said Vishvendra Kumar while in possession of the said property died intestate on 28.06.1992 leaving behind his wife Manju Devi, one son Yash Kumar ar one daughter Kavita Kumari who jointly inherited the said property and become the joint owners of ALL THAT the pieces or parcel of land admeasuring more or less 6 cottah comprised in R.S. Dag No. 3019 under R.S. Khatian No. 1026 in Mouza Jagaddal, Police Station -Sonarpur, District - South-24 Parganas.

**AND WHEREAS** the Said Manju Devi, Yash Kumar and Kavita Kumari being the absolute owner fully seized and possessed of ALL THAT

the pieces or parcel of land admeasuring more or less 6 cottah comprised in R.S. Dag No. 3019 under R.S. Khatian No. 1026 in Mouza Jagaddal, Police Station Sonarpur, District South-24 Parganas, sold conveyed and transferred the said land by virtue of a registered Deed executed on 27.08.1993 which was registered in the office of the District Registrar at Alipore, and recorded in its Book No. - I, Volume No. 71, Pages from 132 to 145, Being No. 2715 for the year 1995 unto and in favour of Subrata Ghosh absolutely and forever at or for the valuable consideration therein mentioned.

**AND WHEREAS** the Said Subrata Ghosh while in possession of the said property died intestate on 07.02.2006 leaving behind his wife Bithika Ghosh, one son Sandeep Ghosh and two daughters Laila Mukherjee and Sharmila Shome who jointly inherited the said property and become the joint owners of ALL THAT the pieces or parcel of land admeasuring more or less 6 cottah comprised in R.S. Dag No. 3019 under R.S. Khatian No. 1026 in Mouza Jagaddal, Police Station -Sonarpur, District - South-24 Parganas.

**AND WHEREAS** the said Bithika Ghosh died intestate on 02.03.2013 leaving behind her one son Sandeep Ghosh and two daughters Laila Mukherjee and Sharmila Shome who jointly inherited the said property and become the joint owners of ALL THAT the pieces or parcel of land admeasuring more or less 6 cottah comprised in R.S. Dag No. 3019 under R.S. Khatian No. 1026 in Mouza Jagaddal, Police Station -Sonarpur, District - South-24 Parganas each having 1/3rd share in the said property.

**AND WHEREAS** the said **SANDEEP GHOSH** and **LAILA MUKHERJEE** became the joint owners of undivided 2/3rd share i.e. ALL THAT the pieces or parcel of land admeasuring more or less **4 cottah** each having **2 cottah** comprised in R.S. Dag No. 3019 under R.S. Khatian No. 1026 in Mouza Jagaddal, Police Station -Sonarpur, District South-24 Parganas each having 2 cottah.

**AND WHEREAS** the said **LAILA MUKHERJEE** mutated her name in the R.O.R at the B.L. & L.R.O. at Sonarpur and a new **L.R. Khatian Being No. 4815** got issued in her name by the respected authority.

**AND WHEREAS** the said Chandra Mohan, as per the said nomination purchased ALL THAT the pieces or parcel of land admeasuring more or less

6 cottah comprised in R.S. Dag No. 3019 under R.S. Khatian No. 1026 in Mouza Jagaddal, Police Station -Sonarpur, District South-24 Parganas, of the said Property, by virtue of a registered Deed executed on 18.09.1981 which was registered in the office of the Registrar of Assurances at Kolkata, and recorded in its Book No. - I, Volume No. 374, Pages from 191 to 214, Being No. 7950 for the year 1981 described as Lot No.- "C" therein.

**AND WHEREAS** the Said Chandra Mohan being the absolute owner fully seized and possessed of ALL THAT the pieces or parcel of land admeasuring more or less 6 cottah comprised in R.S. Dag No. 3019 under R.S. Khatian No. 1026 in Mouza Jagaddal, Police Station -Sonarpur, District Parganas, sold conveyed and transferred the said land by virtue of a registered Deed executed on 27.08.1993 which was registered in the office of the District Sub-Registrar at Alipore, and recorded in its Book No. - I, Volume No. 223, Pages from 141 to 161, **Being No. 12164 for the year 1993** unto and in favour of **SANDEEP GHOSH** absolutely and forever at or for the valuable consideration therein mentioned.

**AND WHEREAS** the said **SANDEEP GHOSH** mutated his name in the R.O.R at the B.L. & L.R.O. at Sonarpur and a new **L.R. Khatian Being No. 4813** got issued in his name by the respected authority.

**AND WHEREAS** the said Savitri Agarwal, as per the said nomination purchased ALL THAT the pieces or parcel of land admeasuring more or less 6 cottah comprised in R.S. Dag No. 3019 under R.S. Khatian No. 1026 in Mouza Jagaddal, Police Station -Sonarpur, District - South-24 Parganas, of the said Property, by virtue of a registered Deed executed on 18.09.1981 which was registered in the office of the Registrar of Assurances at Kolkata, and recorded in its Book No. - I, Volume No. 374, Pages from 114 to 136, Being No. 7942 for the year 1981 described as Lot No.- "D" therein.

**AND WHEREAS** the Said Savitri Agarwal while in possession of the said property died on 21.09.1988 and she made and published her last Will and Testament dated 2nd September, 1986, wherein she appointed her son Chandra Mohan, as the sole Executor and gave and bequeathed all her movable and immovable properties upon Harsh Vardhan, the younger minor son of Chandra Mohan, in the manner mentioned in the Said Will which was duly Probated in P.L.A. No. 79 of 1989, and the administration



of the property and credits of the said Savitri Agarwal and all other assets in anyway concerning her will was granted to and in favour of Chandra Mohan.

**AND WHEREAS** by virtue of the said Probate Chandra Mohan, as the sole Executor became competent and authorized to deal with and disposed off and to sale the said properties.

**AND WHEREAS** the said Chandra Mohan, sold conveyed and transferred the said ALL THAT the pieces or parcel of land admeasuring more or less **6 cottah** comprised in R.S. Dag No. 3019 under R.S. Khatian No. 1026 in Mouza Jagaddal, Police Station -Sonarpur, District South-24 Parganas, by virtue of a registered Deed executed on 27.08.1993 which was registered in the office of the District Sub-Registrar at Alipore, and recorded in its Book No. - I, Volume No. 223, **Being No. 12165 for the year 1993** unto and in favour of **SABYASACHI GHOSH**, herein, absolutely and forever at or for the valuable consideration therein mentioned.

**AND WHEREAS** the said **SABYASACHI GHOSH** mutated his name in the R.O.R at the B.L. & L.R.O. at Sonarpur and a new **L.R. Khatian Being No. 4817** got issued in his name by the respected authority.

**AND WHEREAS** the Said Sangeeta Trust, being represented by its trustees and as per the said nomination purchased ALL THAT the pieces or parcel of land admeasuring more or less 7 cottah 6 chittack comprised in R.S. Dag No. 3019 and 3489/3019 under R.S. Khatian No. 1026 in Mouza Jagaddal, Police Station -Sonarpur, District - South-24 Parganas, of the said Property, by virtue of a registered Deed executed on 18.09.1981 which was registered in the office of the Registrar of Assurances at Kolkata, and recorded in its Book No. I, Volume No. 372, Pages from 92 to 112, Being No. 7952 for year 1981 described as Lot No."F" therein.

**AND WHEREAS** the Said Sangeeta Trust, represented by its trustees being the absolute owner fully seized and possessed of ALL THAT the pieces or parcel of land admeasuring more or less 7 cottah 6 chittack comprised in R.S. Dag No. 3019 and 3489/3019 under R.S. Khatian No. 1026 in Mouza Jagaddal, Police Station -Sonarpur, District South-24 Parganas, sold conveyed and transferred the said land by virtue of a registered Deed executed on 27.08.1993 which was registered in the office of the District

Sub-Registrar at Alipore, and recorded in its Book No. - I, Volume No. 222, Pages from 480 to 499, **Being No. 12163 for the year 1993** unto and in favour of **AMITAVAA GHOSH**, herein, absolutely and forever at or for the valuable consideration therein mentioned.

**AND WHEREAS** the said **AMITAVAA GHOSH** mutated his name in the R.O.R at the B.L. & L.R.O. at Sonarpur and a new **L.R. Khatian Being No. 4818** got issued in his name by the respected authority.

**AND WHEREAS** the owners **4. MR. DEBASISH GHOSH, 5. MR.SANDEEP GHOSH, 6. MRS. LAILA MUKHERJEE, 7. MR. SABYASACHI GHOSH alias GHOSH SABYASACHI, 8. MR. AMITAVAA GHOSH** have become the owners of that piece and parcel of total land measuring **29 Cottah 14 Chittack 6 Sq. Ft.** comprised in R.S. Dag No. 3019 corresponding to L.R. Dag No. 3036, under R.S. Khatian No. 1026 corresponding L.R. Khatian No. 4814, 4813, 4815, 4817 and 4818 respectively in Mouza Jagaddal, Police Station –Sonarpur, Additional District Sub-Registrar – Sonarpur, District – South-24 Parganas, West Bengal.

**AND WHEREAS** the Owners, **4. MR. DEBASISH GHOSH, 5. MR.SANDEEP GHOSH, 6. MRS. LAILA MUKHERJEE, 7. MR. SABYASACHI GHOSH alias GHOSH SABYASACHI, 8. MR. AMITAVAA GHOSH**, herein, of the **First Part** has intended to develop their said Property i.e. ALL THAT the pieces or parcel of land measuring **29 Cottah 14 Chittack 6 Sq. Ft.** comprised in R.S. Dag No. 3019 corresponding to L.R. Dag No. 3036 and R.S. Dag No. 3489/3019 under R.S. Khatian No. 1026 in Mouza Jagaddal, Police Station –Sonarpur, Additional District Sub-Registrar – Sonarpur, District – South-24 Parganas, West Bengal approached **RAJWADA DEVELOPER**, the Developer herein, in order to fulfill their desire of developing their Said Property and jointly executed a **Development Agreement recorded in Book No. I, Vol. No. 1608-2019, Page from 46579 to 46627 Being No. 1945 for the year 2019** for construction of the said multi-storied building on the said land at the cost of the Developer herein under certain terms and conditions contained therein followed by a **Development Power Of Attorney recorded in Book No. I, Vol. No. 1608-2021, Page from 222373 to 222405 Being No.**

**7201 for the year 2021** in favor of **RAJWADA DEVELOPER**, the Developer herein.

It is to be mentioned here that the developer **M/S. RAJWADA DEVELOPER** has decided to develop that **28 Cottah 6 Chittack 41 Sq. Ft.** out of that **29 Cottah 14 Chittack 6 Sq. Ft.** belonging to **4. MR. DEBASISH GHOSH, 5. MR. SANDEEP GHOSH, 6. MRS. LAILA MUKHERJEE, 7. MR. SABYASACHI GHOSH alias GHOSH SABYASACHI, 8. MR. AMITAVAA GHOSH** and comprised in R.S. Dag No. 3019 corresponding to L.R. Dag No. 3036 under R.S. Khatian No. 1026 corresponding to L.R. Khatian No. 4814, 4813, 4815, 4817 and 4818 respectively in Mouza Jagaddal, J.L. No.- 71, Police Station – Narendrapur (Formerly Sonarpur) , Additional District Sub-Registrar – Sonarpur, District – South-24 Parganas, Ward No. 26, Holding No. 84, Ramchand Dey Street, Kolkata- 700149, West Bengal which renders the total land that is to be developed by the developer, **40 Cottah 1 Chittack 4 Sq. Ft.** comprised in R.S. Dag No. 3019 corresponding to L.R. Dag No. 3036 under R.S. Khatian No. 1026 corresponding to L.R. Khatian No. 4819, 4816, 4820, 4814, 4813, 4815, 4817 and 4818 respectively in Mouza Jagaddal, J.L. No.- 71, Police Station – Narendrapur (Formerly Sonarpur), Additional District Sub-Registrar – Sonarpur, District – South-24 Parganas, Ward No. 26, Holding No. 84, Ramchand Dey Street, Kolkata-700149, West Bengal and the rest portion of the land will be part of future Project Work.

**AND WHEREAS** the abovementioned land properties are accumulated as the gross total of land property concerned hereby, shown in the chart as follows:-

<b>Owner Name</b>	<b>Purchased Land</b>
<b>CHANDRA GHOSH</b>	4 Cottah 8 Chittack
<b>SHARMILA SHOME</b>	2 Cottah
<b>UTTARA GHOSH</b>	5 Cottah 2 Chittack 8 Sq. Ft.
<b>DEBASISH GHOSH</b>	6 cottah 8 chittack 6 Sq. Ft.
<b>SANDEEP GHOSH</b>	8 cottah (2 cottah + 6 cottah)
<b>LYLA MUKHERJEE</b>	2 cottah
<b>SABYASACHI GHOSH</b>	6 cottah
<b>AMITAVAA GHOSH</b>	5 cottah 14 chittack 35 Sq. Ft.
<b>Total Area</b>	<b>40 Cottah 1 Chittack 4 sq. ft.</b>

hereinafter referred to as “**Said Land**”, morefully described in the **FIRST SCHEDULE** herein under and the above owners have also mutated their names in the records of the B.L. & L.R.O. Sonarpur and a common **Holding No. 84** was issued in their names and had been possessing the same by paying Government rent thereon regularly without any disturbance from any one whatsoever.

**AND WHEREAS** as per the said Development Agreement and Power of Attorney said Developer on behalf of the Owners/Vendors duly got sanctioned a Building Plan vide Plan ----- dated ----- for construction of ----- storied building under certain numbers of Blocks and/or Phases for residential purposes at the said premises at the cost of the Developer.

**AND WHEREAS** in terms of the said Development Agreement and Development Power of Attorney the developer have right/authority to enter the agreement for sale and execute deed of conveyance of its allocated flats/car parking spaces with the intending purchaser or purchasers and receive advance/earnest money therefrom.

**AND WHEREAS** being so authorized as stated above the Developer has expressed to desire to sell a Flat out of the Developer’s allocation and coming to know of that and having a requirement of the self same flat and car parking in the like area, the Purchaser offered to purchase the same which the Developer has accepted and entered into an Agreement for sale with the purchaser herein on ..... on terms and conditions therein mentioned.

**AND WHEREAS** by virtue of an agreement for sale dated ..... made between the Purchaser herein and the Vendors/Owners herein and the Developer herein, the Purchaser herein agreed to purchase one self-contained flat being **ALL THAT Flat No. “.....”** measuring about ..... **Sq. ft. being carpet area** including Verandah and ..... **Sq. ft. being carpet area** excluding Verandah (**..... Sq. ft. being Super Built-up area**) on the ..... **side** of the ..... **Floor** of the **said ----- storied building along with -----** in **Block – .....**, of the Housing Complex christened as “**RAJWADA EMPORIS**”, being

erected at the Said Property comprised in R.S. Dag No. 3019 corresponding to L.R. Dag No. 3036 under R.S. Khatian No. 1026 corresponding to L.R. Khatian No. 4819, 4816, 4820, 4814, 4813, 4815, 4817 and 4818, in Mouza Jagaddal, J.L. No. 71, Police Station – Sonarpur, Additional District Sub-Registrar – Sonarpur, District – South-24 Parganas, West Bengal together with undivided and indivisible proportionate share in the land underneath together with common rights, facilities and amenities and common service and expenses mentioned therein for and at a total price of **Rs. ....../- (Rupees .....)** only, hereinafter referred to as the **“said Flat and ..... Car Parking Space”**, more fully and particularly described in the **First Schedule Part II** hereunder written.

**AND WHEREAS** in terms of the agreement for sale dated ..... the Owners/ Vendors and the Developer herein have agreed to sell and transfer oneself **ALL THAT Flat No. “.....”** measuring about ..... **Sq. ft. being carpet area** including Verandah and ..... **Sq. ft. being carpet area** excluding Verandah (**..... Sq. ft. being Super Built-up area**) on the ..... **side** of the ..... **Floor** of the **said**----- building along with ----- in **Block – .....**, of the Housing Complex christened as **“RAJWADA EMPORIS”**, being erected at the Said Property comprised in R.S. Dag No. 3019 corresponding to L.R. Dag No. 3036 under R.S. Khatian No. 1026 corresponding to L.R. Khatian No. 4819, 4816, 4820, 4814, 4813, 4815, 4817 and 4818, in Mouza Jagaddal, Police Station – Sonarpur, Additional District Sub-Registrar – Sonarpur, District – South-24 Parganas, West Bengal at or for a valuable consideration of **Rs. ....../- (Rupees .....)** only, and the same is more fully and particularly described in the **First Schedule Part II** hereunder written together with undivided, indivisible proportionate share in the land described in the First Schedule hereto along with proportionate share in the common spaces, passages, paths, water and water courses, drainages, sewerages, stair case, landing, boundary wall and other Mechanical spaces, common path of the properties necessary and convenient to its ingress to and egress from, maintenance for common use, motor, pump, septic tank, water reservoir and tank, W.B.S.E.D.C.L. electricity connection etc. which has been mentioned more fully and particularly in the **Third**

**Schedule** hereunder written with lawful aforesaid consideration subject to the purchaser' undertaking to pay proportionally all the common charges, fees, duties, levies, taxes, rents, impositions, outgoings etc. which are required for the purpose of the said premises and also for the purposes of the said building along with other owners, occupiers of the building or flat/apartment holders thereto as more fully and particularly described in the **Fourth Schedule** hereunder written.

**AND WHEREAS** the Purchaser having agreed to purchase the said Flat and the ..... Car parking space stated above and having paid the entire consideration money to the Developer herein, now call upon them to execute and register a proper Deed of Conveyance thereby selling, conveying and transferring the said Flat and the Car parking space unto and in favour of the Purchaser absolutely and forever, and the Developer doth hereby comply with the said requisition of the Purchaser.

**NOW THIS INDENTURE WITNESSETH** that in pursuance of the said agreement dated ..... and in consideration of the said sum of **Rs.** ...../- (**Rupees** .....) **only**, truly paid by the Purchaser to the Owners/Vendors herein through the Developer/Confirming Party herein in the manner stated in the memo of consideration hereunder written, the receipt whereof the Owners/Vendors and the Confirming Party as Developer hereby do and each of them doth hereby admit, acknowledge and received from the payment of the same and every part thereof for ever acquit, release, exonerate and discharge the Purchaser as well as the said Flat and Car parking space along with the undivided, indivisible and proportionate share and right, title and interest into the said land and premises with the facilities in common with other flat owner/s or occupiers thereto. The Owners/Vendors and the Developer/Confirming Party do hereby grant, sell, transfer, convey, assign and assure unto the Purchaser **ALL THAT Flat No. "....."** measuring about ..... **Sq. ft. being carpet area** including Verandah and ..... **Sq. ft. being carpet area** excluding Verandah (..... **Sq. ft. being Super Built-up area**) on the ..... **side** of the ..... **Floor** of the said -----storied building along with ----- in **Block** - ....., of the Housing Complex christened as "**RAJWADA EMPORIS**", being erected at the Said Property comprised in R.S. Dag No. 3019

corresponding to L.R. Dag No. 3036 under R.S. Khatian No. 1026 corresponding to L.R. Khatian No. 4819, 4816, 4820, 4814, 4813, 4815, 4817 and 4818, in Mouza Jagaddal, J.L. No. 71, Police Station –Sonarpur, Additional District Sub-Registrar – Sonarpur, District – South-24 Parganas, West Bengal which is more fully and particularly described in the **SECOND SCHEDULE** hereunder written and hereinafter referred to as the **“said Flat and ..... Car Parking Space”** together with the undivided proportionate indivisible share in the land described in the **First Schedule** hereto together with easements, rights thereto and other rights, privileges, benefits, advantages, liabilities, liberties, duties in common with other owners/occupiers having covenants conditions and stipulations etc. to enjoy and to have the right of user in common of all the roads, passages, advantages thereto or reputed to belong to the estate, right, title, interest, claim and demand of the Owners/Vendors into or upon the said land proportionately agreeing to pay proportionate expenses for maintenance of the said common portion and the other co-owners **TO HAVE AND TO HOLD** the same absolutely and forever in the manner aforesaid free from all encumbrances, charges, trusts, claims, demands over the said Flat on the ..... **Floor** and the said Car parking space of the said building having right to use, occupy, own possess the said Flat and Car parking space as mentioned in **SECOND SCHEDULE** hereunder written exclusively, subject to the Purchaser’s paying and discharging taxes and impositions or outgoings for the same and common expenses as per imposed or levied for the said Flat and Car parking space and other outgoings so long separate assessment is not made for the **said Flat and ..... Car Parking Space** in the name of the Purchaser.

**The Vendors and the Developer do hereby covenant with the Purchaser as follows:-**

1. **NOTWITHSTANDING** anything hereinbefore done or suffered to the contrary, the owners/Vendors have good and absolute right, title and authority to grant, convey, transfer, assign and assure all that the said Flat and Car parking space mentioned in the **SECOND SCHEDULE** hereunder written along with common area with amenities and facilities provided thereat and described hereunder and all the rights, privileges and appurtenances thereto belonging and hereby sold, conveyed and

transferred unto the Purchaser in the manner aforesaid and that the owners/Vendors and the Developer/confirming party have not done or suffered knowingly from anything whereby the said flat and Car parking space may be encumbered, affected or impeached in respect of the estate ,title or otherwise.

**2.** That there is no encumbrances, charges, trust, liens, attachments, claim or demand whatsoever now subsisting etc. or proceeding pending and have not been offered as security or otherwise to any authority whatsoever or howsoever in respect of the said Flat and Car parking space.

**3.** That the Purchaser shall henceforth peaceably and quietly hold, possess and enjoy the right, title and interest or profits derivable from and out of the said flat and Car parking space without any let or hindrance, interruption, claim, disturbances or demand from or by the owners/Vendors or the Developer/confirming party or any person or persons claiming through or under or in trust for the owners/Vendors without any lawful eviction, let, hindrance, interruption or disturbances by any person or persons whatsoever.

**4.** All the taxes, land revenue and other impositions payable in respect of the said flat and Car parking space up to the date of handing over the possession of the same to the Purchaser, shall be paid by the Owners/Vendors and if any portion of any tax, impositions etc. be found to have remained unpaid for the period as mentioned above, liability shall be of the owners/Vendors to pay the same and if the same is paid by the Purchaser then it will be recoverable from Owners/Vendors prior to the date of delivery of possession of the said Flat and the Car parking space unto and in favour of the Purchaser and the Purchaser shall pay the entire taxes and outgoings in respect of the said flat and Car parking space after the instant Deed of Conveyance is registered, possession given subject to the formation of the Association as mentioned here to when the Purchaser shall pay the Government Rent and Municipal taxes and other outgoings exclusively for the said Flat and the Car parking space and shall pay for all the common portions proportionately to the said Association as would be so directed .



**5.** The owners/Vendors shall at all times do and execute all such acts, deeds, things and assurances as may be reasonably required by the Purchaser for better or further effectuating and assuring the conveyance hereby made or the title of the Purchaser to the property hereby sold and conveyed or any mistake or deficiency to the extent of description or other particulars of the said property.

**6.** The Purchaser, their heirs, executors and assigns shall have good right, title and full power and absolute authority to grant, transfer, sell, convey and assign the said flat and Car parking space.

**7.** The Purchaser shall not cause any obstruction to the others in any manner in the entrance or exit or to user of any common space in the premises, keep any dirt/rubbish/refuse etc. save and expect the place is reserved for the said purpose.

**8.** If the Vendors/Developer in future purchase/develop adjacent to the said land and amalgamate the same for construction of another phases or blocks and for such construction the common entrance road as well as common facilities is to be used for free access to the new Phase/Block in that event the Purchaser/s of the apartment shall have no right to claim or demand whatsoever and also shall not raise any objection for the same whatsoever and if the Purchaser/s of the apartment and anybody claiming through or under him, that shall be null and void and inoperative before all courts of law and Purchaser/s also execute NOC in affidavit as may be required by the competent authority of Rajpur-Sonarapur Municipality or any authority whatsoever.

If the Vendors/Developer in future purchase/develop adjacent land to the said land and amalgamate the same for construction of another phases or blocks then the Purchaser/s shall not raise any objection with regard to the amalgamation and easementary rights attached thereto and for obtaining holding number and Sanction Plan for construction of another phases or blocks and if the Purchaser/s of the apartment and anybody claiming through or under him, that shall be null and void and inoperative before all courts of law.

The Purchaser/s of all the blocks of all the holdings shall enjoy all the common facilities and amenities in the premises such as Lift, Gymnasium,

Children's Park, Games Room, Swimming pool, Community hall and any other amenities which are intended for common use in the said Premises.

The Purchaser/s shall also sign No Objection Certificate for amalgamation and easementary rights and shall also execute indenture of Easement, if required, for obtaining holding number and Sanction Plan for construction of another phases or blocks.

**9.** The Purchaser shall pay the proportionate share of tax of the premises with other co-owners until or unless their names are separately assessed by the Rajpur-Sonarpur Municipality.

**10.** That the Purchaser shall not store any inflammable article, fireworks install any machinery, electrical motor and/or start any hotel business in the said flat and Car parking space which may cause sound pollution/air pollution, smoke etc to the occupant of the other flats in the building.

**11.** The Purchaser/s shall solely liable for the formation of the Flat Owners Association as per Act and Developer/Owners herein shall also cooperate with the purchaser/s for formation of the aforesaid Owner association by providing respective documents belongs to Developer and Owners respectively

**12.** That the Purchaser shall pay the proportionate share of premium of the Insurance for the said building if any.

**13.** The vendors/developers shall provide completion certificate of the said plan duly sanctioned by the Rajpur-Sonarpur Municipality to the Purchaser/s within 15 days after receiving the same from the competent authority.

**14.** The Purchaser shall also bear all other cost and expenses proportionately for the building or any common part or space thereof with the other flat owners inclusive of the owners/Vendors (or previous land lord) herein.

**15.** Purchaser herein shall use and enjoy all common facilities and amenities, more-fully described in the Para 13 of the Third Schedule hereunder written, with the flat owners/occupiers of the adjacent land/plot of the aforesaid housing projects christened as "**RAJWADA EMPORIS**" and

all flat owners of the three plots shall also bear the common expenses and maintenance charges proportionately.

**16.** Indemnification by the Vendor about the correctness of the Vendors' title and authority to sell and this Conveyance is being accepted by the Purchaser on such express indemnification by the Owners/Vendors about the correctness of the owners/Vendors' title, which if found defective or untrue at any time, the owners/Vendor, shall forthwith, take all necessary steps to remove and/or rectify the same.

**THE FIRST SCHEDULE REFERRED TO ABOVE**

**(DESCRIPTION OF THE TOTAL LAND AND PREMISES)**

**ALL THAT** the pieces and parcel of land together forming one large contiguous plot together measuring about **40 Cottah 1 Chittack 4 Sq. Ft. or more or less 66.07 Decimal** and comprised in R.S. Dag No. 3019 corresponding to L.R. Dag No. 3036 under R.S. Khatian No. 1026 corresponding to L.R. Khatian No. 4819, 4816, 4820, 4814, 4813, 4815, 4817 and 4818, in Mouza Jagaddal, J.L. No. 71, Police Station – Sonarpur, Additional District Sub-Registrar – Sonarpur, District – South-24 Parganas, West Bengal together with structures constructed thereon:-

<b><u>R.S. Dag No.</u></b>	<b><u>L.R. Dag No.</u></b>	<b><u>R.S. KHATIAN No.</u></b>	<b><u>Area (in decimals)</u></b>
3019	3036	1026	66.07

butted and bounded as follows :-

**On the North** : R.S. Dag No. 3489/3019 & Ramchand Dey Street;

**On the East** : R.S. Dag No. 3019 (P) & Ramchand Dey Street;

**On the South** : R.S. Dag No. 3017 & 3018;

**On the West** : R.S. Dag No. 3457/3021 & 3019 (P).;

The name of the said building project above is known, called and named as  
**“RAJWADA EMPORIS”**.

**THE SECOND SCHEDULE ABOVE REFERRED TO**  
**(Description of the Said Flat and Car Parking Space)**

**ALL THAT Flat No. “.....”** measuring about ..... **Sq. ft. being carpet area** including Verandah and ..... **Sq. ft. being carpet area** excluding Verandah (**..... Sq. ft. being Super Built-up area**) on the ..... side of the ..... **Floor** of **the said** ----- consisting of ..... Bed rooms, ..... Dining/Drawing room, ..... Kitchen, ..... Toilets, ..... Verandah along with ----- in **Block** – ..... of the Housing Complex christened as **“RAJWADA EMPORIS”** together with proportionate undivided share of land morefully described in the First Schedule and all common rights and common service and expenses and also fixtures and fittings, electrical installation mentioned in the **Third Schedule** hereunder written and the Flat is being erected as per aforesaid sanctioned **Building Plan being No. ----- dated** -----, sanctioned by the Rajpur-Sonarpur Municipality, comprised in R.S. Dag No. 3019 corresponding to L.R. Dag No. 3036 under R.S. Khatian No. 1026 corresponding to L.R. Khatian No. 4819, 4816, 4820, 4814, 4813, 4815, 4817 and 4818, in Mouza Jagaddal, J.L. No. 71, Police Station – Sonarpur, Additional District Sub-Registrar – Sonarpur, District – South-24 Parganas, West Bengal as described in the First Schedule herein above.

**THE THIRD SCHEDULE ABOVE REFERRED TO**  
**(COMMON RIGHTS AND SERVICES)**

1. All left Mechanical land pathway, drive way etc.
2. The space within the building comprised of the entrance, stair-case, stair-head room, landing lobbies roof.
3. The foundation columns, girders, beams, supports, main wall, the main gate and passage lending to the building and stair-case.

4. Installation for common services such as drainage system, water supply arrangement and electric connection and other amenities, if any to the said premises.
5. Semi-underground and overhead water reservoirs, septic tank, pump, motor, pipes and all the other installation.
6. Common sewerage lines.
7. All other facilities and amenities in the premises which are intended for common use including entrance at the Ground floor.
8. Water pump with motor and water distribution pipes (save those inside the flat).
9. Electrical wiring, fittings and other accessories for lighting the staircase and other common areas/parts.
10. Water sewerages, evacuation pipes from the flats and sewers common to the building.
11. Main gate and boundary walls to the premises of the building.
12. Roof of the building.
13. Lift, Gymnasium, Games Room, Power backup, Kid's play room, Swimming pool, Community Hall, CCTV in common areas and intercom facility etc. for the said Complex lying and situated at Municipal Holding No. 225, N.S. Station Road, Kolkata – 700103, of the said Complex more-fully described in the **FIRST SCHEDULE**.

**FOURTH SCHEDULE ABOVE REFERRED TO**

**(Common expenses)**

1. **MAINTENANCE:** All expenses for cleaning, sweeping, maintaining white washing, painting, repairing, renovating and replacing including sanitary and plumbing.
2. **OPERATION:** All expenses for running and operating all machineries equipments and installation in common parts, water pump with motor

and lighting the common areas generator if any include the costs of repairing renovating and replacing the same.

- 3. INSURANCE:** Insurance premium against fire, riot, stick, malicious damage, earthquake etc. risks covering the said flat and the said building.
- 4. MUNICIPAL LAND REVENUE AND OTHER TAXES:** Municipal Land Revenue and other taxes and outgoing that may be from time to time levied against the land and/or building including water and water charges.
- 5. STAFF:** The Salaries or all other expenses for the staff employee or to be employed for common purpose including their bonus. If any and other emoluments benefits.
- 6. FLAT OWNERS ASSOCIATION:** Establishment and all other expenses of the Association including its formation establishment and miscellaneous expenses of the building or any agency of them looking after common purpose until handing over the same to the Association upon completion of sale and registration at all the flats in the said building to the respective purchaser and others.
- 7. RESERVE:** Creation of funds for replacement renovation and/or periodic expenses.
- 8. OTHER:** All other expenses and/or outgoing expenses as may be incurred by the builder and/or the Association for common purpose.

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

**SIGNED, SEALED & DELIVERED**

At Kolkata

**WITNESSES:**

1.

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**SIGNATURE OF THE VENDORS**

2.

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**SIGNATURE OF THE DEVELOPER**

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**SIGNATURE OF THE PURCHASER/S**

**Drafted by**

**(As Per The Instructions Of The Parties)**

**MEMO OF CONSIDERATION**

**RECEIVED** of and from the within named Purchaser the within mentioned sum of **Rs.** ...../- **(Rupees .....)** **only**, excluding of taxes towards the full and final consideration price of the within mentioned flat and one covered car parking space of the building Premise/ Holding No. 225, N.S. Station Road,

<b>Date</b>	<b>MODE OF PAYMENT</b>	<b>BANK</b>	<b>CHEQUE AMOUNT</b>
<b>TOTAL</b>			

Kolkata – 700103, together with undivided proportionate share or interest in the land underneath as per memo below:-

**Rs.** ...../- **(Rupees .....)** **only**,

**SIGNED, SEALED & DELIVERED**

in presence of the following

**WITNESSES :**

1.

2.

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**SIGNATURE OF THE DEVELOPER**