

DEED OF CONVEYANCE

THIS INDENTURE made this of 2023 (Two Thousand Twenty Three)

BETWEEN

(1) **PIYAR ALI LASKAR**(PAN-ACQPL3488D) (AADHAAR NO. **754240386594**)son of Iman Ali Laskar, by faith-Muslim, by nationality – Indian, by occupation-Business, residing at Baligori, Post Office- Chak Pachuria, Police Station- Newtown, Pin- 700156, Dist. North 24 PGS, State- West Bengal (2) **HARIPADA PATRA**(PAN- CQKPP7458K) (AADHAAR NO. **465663341231**) son of Late Lakshinarayan Patra, by faith-Hindu, by nationality – Indian, by occupation- Service, residing at Barangi, Post Office- Barangi, Police Station- Datan, Pin- 721457, Dist. West Medinipur, State- West Bengal, (3) **KAKOLI RAY**(PAN- AXGPR5578K) (AADHAAR NO. **296904586157**) wife of Late Amal Ray, daughter of Shanti Saha, by faith-Hindu, by nationality – Indian, by occupation- Housewife, residing at Rabindrapally, Kachuyatola, Post Office and Police Station- Gazole, Pin- 732124, Dist. Malda, State- West Bengal, (4) **KAJAL SK.** (PAN- CDYPS5603L) (AADHAAR NO. **778697181915**) son of Khajemuddin Saikh, by faith- Muslim, by nationality – Indian, by occupation- Service, residing at Mira Dakshin Para, Post Office- Plassey, Police Station- Kaliganj, Pin- 741156, Dist. Nadia, State- West Bengal, (5) **DIPALI**

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MONDAL(PAN- CLQPM4193R) (AADHAAR NO. 290389841141) wife of Anab Mondal daughter of Subol Joarddar, by faith-Hindu, by nationality – Indian, by occupation- House-wife, residing at K.B. Block, Quarter No. 1030, Sector III, Salt lake, Near 16 No. Tank, Post Office- I.B. Market, Police Station- Bidhannagar (South), Pin- 700098, Dist. North 24 PGS, State- West Bengal, (6) **MANJU SINGHA(PAN- FSEPS9755M) (AADHAAR NO. 443196392438)** wife of Pronaj Kumar Singha, daughter of Makhan lal Sarkar, by faith- Hindu, by nationality – Indian, by occupation- House-wife, residing at Soladanga, Post Office- Bulbul Chandi, Police Station- Habibpur, Pin- 732122, Dist. Malda, State- West Bengal, (7) **PRATIMA GHOSH (PAN- BBIPG8398H) (AADHAAR NO. 600649902206)** wife of Goutam Ghosh, daughter of Madan Ghosh, by faith- Hindu, by nationality – Indian, by occupation- House wife, residing at residing at A.G- 133/2, Krishna Villa Apartment, Talbagan, Krishnapur, Post Office- Krishnapur, Police Station- Baguiati, Pin- 700102, Dist. North 24 PGS, State- West Bengal, (8) **KAJAL ROY CHOWDHURY(PAN- ARNPB5851A) (AADHAAR NO. 500914366438)** wife of Anupam Roy Chowdhury, daughter Sukhendra Chandra Banik, by faith- Hindu, by nationality – Indian, by occupation- House-wife, residing at 34/6/1, Deshbandhu Road (West), Post Office- Alambazar, Police Station- Baranagar, Pin- 700035, Dist. North 24 PGS, State- West Bengal, (9) **BOBBY ASHROFY(PAN-BRWPA5635B) (AADHAAR NO. 438356319763)** wife of Rabiul Haque, daughter of Mohammad Abdus Salam Siddique, by faith-Muslim, by nationality – Indian, by occupation-House-wife, residing at Katwa Circus Maidan, Vidyasagar Pally, Post Office- Katwa, Police Station- Katwa, Pin- 713130, Dist. Purba Burdwan, State- West Bengal (10) **SERJINA BIBI (PAN- BNNPB4664E) (AADHAAR NO. 508866983414)** wife of Maher Ali Sekh daughter of Sirajul Islam, by faith-Muslim, by nationality – Indian, by occupation-

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House-wife, residing at Nasipur, Post Office- Bhagyabantapur, Police Station- Kaliganj, Pin- 713130, Dist. Nadia, State- West Bengal, (11) **MASUDA KHATUN** (PAN-**COVPK5772E**) (AADHAAR NO. **439462774128**) wife of Ajijur Rahaman, daughter of Nazrul Islam Mandal, by faith-Muslim, by nationality – Indian, by occupation- Housewife, residing at Bahir Sarbamangala Mathpara, Najrulpally, Post Office and Police Station- Burdwan, Pin- 713101, Dist. Burdwan, State- West Bengal, (12) **BILKISH BEGAM** (PAN- **BHLPB0756R**) (AADHAAR NO. **235304181375**) wife of Kazi Firoz Ahamed, daughter of Kazi Omar Ali, by faith-Muslim, by nationality – Indian, by occupation- Housewife, residing at Katwa Circus Maidan, Vidyasagar Pally, Post Office- Katwa, Police Station- Katwa, Pin- 713130, Dist. Purba Barddhaman, State- West Bengal, (13) **RUPA KHATUN**(PAN- **KEAPK7836G**) (AADHAAR NO. **717801966083**) wife of Md. Robiul Islam daughter of Habibur Rahaman, by faith-Muslim, by nationality – Indian, by occupation- House-wife, residing at Sauntalpara, Post Office- Manikchak, Police Station- Lalgola, Pin- 742148, Dist. Murshidabad, State- West Bengal, (14) **IRANI BEGUM @ IRANI BEGAM** (PAN-**DSUPB3889P**) (AADHAAR NO. **722163347097**) wife of Sk. Sumsuzzaman daughter of Majed Ali Mondal, by faith- Muslim, by nationality – Indian, by occupation- House-wife, residing at Bhagra, Post Office- Bhagra, Police Station- Manteswar, Pin- 713422, Dist. Purba Barddhaman, State- West Bengal, (15) **SK. NAJIBUL HAQUE**(PAN- **AHSPH3402L**) (AADHAAR NO. **325242649042**) son of Late Sekh Asgar Ali, by faith- Muslim, by nationality – Indian, by occupation- Service, residing at Bhagra, Post Office- Bhagra, Police Station- Manteswar, Pin- 713422, Dist. Purba Barddhaman, State- West Bengal,(16) **NAHIDA LATA @ NAHIDA LATA SK.** (PAN- **AIEPL1588J**) (AADHAAR NO. **354136451414**) wife of Sk. Najibul Haque daughter of Mojammel Mondal, by faith- Muslim, by

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nationality – Indian, by occupation- House-wife, residing at Bhagra, Post Office- Bhagra, Police Station- Manteswar, Pin- 713422, Dist. Purba Barddhaman, State- West Bengal, (17) **MD. SAIFUR RAHAMAN** (PAN-AOSPR7900Q) (AADHAAR NO. 328480091925) son of Late Md. Ajiruddin, by faith-Muslim, by nationality – Indian, by occupation-Service, residing at Malaya, Post Office- Kamalpur, Police Station- Kamalpur, Pin- 799285, Dist. Dhalai, State- Tripura, (18) **MOUSUMI CHATTOPADHYAY** (PAN- ALJPC7562K) (AADHAAR NO. 967208563289) wife of Sudipta Chattopadhyay daughter of Swapan Mukhopadhyay, by faith-Hindu, by nationality – Indian, by occupation- Housewife, residing at Suri Lalkuthipara, near Bhagat Singh Park, Post Office and Police Station- Suri, Pin- 731101, Dist. Birbhum, State- West Bengal, (19) **RAMA HALDER** (PAN- AQSPH1763P) (AADHAAR NO. 804051137438) wife of Basudev Halder, by faith-Hindu, by nationality – Indian, by occupation- Housewife, residing at Premises No. 328, Dharmatala Road, near Shivkali Girls High School, Ward No. 4, Library Para, Post Office- Birnagar, Police Station- Taherpur, Pin- 741127, Dist. Nadia, State- West Bengal, (20) **V RAJI** (PAN- ANFPR5782C) (AADHAAR NO. 691343268228) son of Ponnimany Verghess, by faith- Christian, by nationality – Indian, by occupation- Service, residing at K.C- 50, K.C. Block, Salt Lake, Post Office- I.B. Market, Police Station- Bidhannagar, Pin- 700098, Dist. North 24 PGS, State- West Bengal, (21) **SAMIR KUMAR DAS** (PAN- AICPD4751F) (AADHAAR NO. 357650911595) son of late Panchanan Das, by faith- Hindu, by nationality – Indian, by occupation- Retired Govt. Employee, residing at 16/11, Rabindrapally Netaji Road, 5th lane, Post Office- Nona Chandan Pukur, Police Station- Titagarh, Pin- 700122, Dist. North 24 PGS, State- West Bengal, (22) **RATAN SINGHA** (PAN- BLSPS7352B) (AADHAAR NO. 936258792152) son of Naba Kumar Singha, by faith- Hindu, by nationality – Indian, by occupation- Business,

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residing at 214, Duttabad, Post Office- C.C. Block, Police Station- Bidhannagar (South), Pin- 700064, Dist. North 24 PGS, State- West Bengal, (23) **SK. SANOWAR @ SANOWAR SHEIKH (PAN- BGSPS8694B) (AADHAAR NO. 924310927268)** son of Sk. Barik @ Barik Sheikh, by faith-Muslim, by nationality – Indian, by occupation- Service, residing at Kotbar, Post Office- Kotbar, Police Station- Chandipur, Pin- 721633, Dist. Purba Medinipur, State- West Bengal, (24) **REJIMON MATHEW (PAN- APHPM8052L) (AADHAAR NO. 332329510212)** son of T.G. Mathew, by faith- Christian, by nationality – Indian, by occupation- Service, residing at permanently Athens Villa, Kaithacode, Post Office- Kaithacode, Police Station- Ezhukone, Pin- 691543, Dist. Kollam, State- Kerala, presently K.C- 145, K.C. Block, Salt Lake, Post Office- I.B. Market, Police Station- Bidhannagar, Pin- 700106, Dist. North 24 PGS, State- West Bengal, hereinafter called and referred to as the **VENDORS /OWNERS** (which expression shall unless excluded by or repugnant to the context be deemed to mean and includes their legal heirs, executors, representatives, and assigns) of the **ONE PART**, Represented by their Constituted Attorney **BALAJI GROUP**, a Proprietorship firm having its registered Office at 227, Barowaritala, Krishnapur, Police Station - Baguiati, P.O- Krishnapur, Kolkata- 700102, Dist. North 24 PGS and represented by its Proprietor **RAKESH KUMAR JAISWAL(PAN NO. AESPJ0780Q) (AADHAAR NO. 513432226114)** S/o Late Bagman Prasad Jaywalk, by faith-Hindu, by nationality – Indian, by occupation- Business, residing at Flat No. 1, 2nd Floor, BIDEESHA APARTMENT, being Premises No. AE-6, Rabindrapally, Krishnapur, Police Station - Baguiati, P.O- Prafullakanan, Kolkata- 700101, Dist. North 24 PGS.

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....., hereinafter called and referred to as the **PURCHASER/PURCHASERS** (which expression shall unless excluded by or repugnant to the context be deemed to mean and includes their legal heirs, executors, representatives, and assigns) of the **SECOND PART**.

AND

BALAJI GROUP, a Proprietorship firm having its registered Office at 227, Barowaritala, Krishnapur, Police Station - Baguiati, P.O- Krishnapur, Kolkata- 700102, Dist. North 24 PGS and represented by its Proprietor **RAKESH KUMAR JAISWAL(PAN NO. AESPJ0780Q)(AADHAAR NO. 513432226114)**S/o Late Bhagwan Prasad Jaiswal, by faith-Hindu, by nationality – Indian, by occupation-Business, residing at Flat No. 1, 2nd Floor, BIDEESHA APARTMENT, being Premises No. AE-6, Rabindrapally, Krishnapur, Police Station - Baguiati, P.O- Prafullakanan, Kolkata- 700101, Dist. North 24 PGS, hereinafter called and referred to as the **DEVELOPER/CONFIRMING PARTY** (which expression shall unless excluded by or repugnant to the context be deemed to mean and includes its, executors, administrators, representatives, and assigns) of the **THIRD PART**.

WHEREAS One Mosammat Kadiran Necha Bibi wife of Rahimuddin Safui purchased All that piece and parcel of land measuring 38 (thirty eight) Satak more or less lying and situates under Mouza- Baligori, J.L No. 34, Touzi No. 172, R.S No. 214, C.S. Khatian No. 145, R.S. Khatian No. 276, C.S. Dag No. 602, R.S. Dag No. 618, within the limits of the Patharghata Gram Panchayet, within the jurisdiction of formerly Additional District Sub-Registry Office Bidhannagar, Salt Lake City, presently Additional District Sub-Registry Office Rajarhat, New Town, Dist. North 24 PGS, by virtue of a Deed of Conveyance registered on 11.01.1965 at Sub Registry Office Cossipore Dum Dum, recorded in Book No. I, Volume No. 18, Pages 39 to 42, Being No. 0173, for the year 1965, from Golap Ali Mondal son of Ramjan Mondal.

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AND WHEREAS by virtue of purchase said Mosammat Kadiran Necha Bibi became absolute owner thus seized and possessed and/or otherwise well and sufficiently entitled to All that piece and parcel of land measuring 38 (thirty eight) Satak more or less lying and situates under Mouza- Baligori, J.L No. 34, Touzi No. 172, R.S No. 214, C.S. Khatian No. 145, R.S. Khatian No. 276, C.S. Dag No. 602, R.S. Dag No. 618, within the limits of the Patharghata Gram Panchayet, within the jurisdiction of formerly Additional District Sub-Registry Office Bidhannagar, Salt Lake City, presently Additional District Sub-Registry Office Rajarhat, New Town, Dist. North 24 PGS, exercising absolute right title and interest over the said property, and enjoying the same, without any interruption of others and free from all sorts of encumbrances whatsoever and having a good and marketable title thereto.

AND WHEREAS One Rahaman Sapui purchased All that piece and parcel of land measuring 38 (thirty eight) Satak more or less lying and situates under Mouza- Baligori, J.L No. 34, Touzi No. 172, R.S No. 214, C.S. Khatian No. 145, R.S. Khatian No. 276, C.S. Dag No. 602, R.S. Dag No. 618, within the limits of the Patharghata Gram Panchayet, within the jurisdiction of formerly Additional District Sub-Registry Office Bidhannagar, Salt Lake City, presently Additional District Sub-Registry Office Rajarhat, New Town, Dist. North 24 PGS, by virtue of a Deed of Conveyance executed and registered on 19.05.1983 at Sub Registry Office Cossipore Dum Dum, recorded in Book No. I, Volume No. 134, Pages 58 to 62, Being No. 5175, for the year 1983, from Mosammat Kadiran Necha Bibi.

AND WHEREAS by virtue of purchase said Rahaman Sapui became absolute owner thus seized and possessed and/or otherwise well and sufficiently entitled to All that piece and parcel of land measuring 38 (thirty eight) Satak more or less lying and situates under Mouza- Baligori, J.L No. 34, Touzi No. 172, R.S No. 214, C.S. Khatian No. 145, R.S. Khatian No. 276, C.S. Dag No. 602, R.S. Dag No. 618, within the limits of the Patharghata Gram Panchayet, within the jurisdiction of formerly Additional District Sub-Registry Office Bidhannagar, Salt Lake City, presently Additional District Sub-Registry Office Rajarhat, New Town, Dist. North 24 PGS, mutated his name before B.L. and L.R.O. office and obtained L.R. Khatian No. 472 and L.R. Dag No. 618, exercising absolute right title and interest over the said property, and enjoying the same, without any interruption of others and free from all sorts of encumbrances whatsoever and having a good and marketable title thereto.

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AND WHEREAS said Rahaman Sapui while enjoying the above mentioned property, sold, transfer and conveyed **ALL THAT** piece and parcel of land measuring 13 (thirteen) Satak more or less equivalent to 8 (eight) Cottahs to be little more or less lying and situates under Mouza- Baligori, J.L No. 34, Touzi No. 172, R.S No. 214, C.S. Khatian No. 145, R.S. Khatian No. 276, L.R. Khatian No. 472, R.S and L.R. Dag No. 618, within the limits of the Patharghata Gram Panchayet, within the jurisdiction of formerly Additional District Sub-Registry Office Bidhannagar, Salt Lake City, presently Additional District Sub-Registry Office Rajarhat, New Town, Dist. North 24 PGS, by virtue of a Deed of Conveyance executed and registered on 29.01.2021 at Additional District Sub-Registry Office Rajarhat, New Town, recorded in Book No. I, Volume No. 1523-2021, Pages 79796 to 79839, Being No. 152301619, for the year 2021, in favour of **PIYAR ALI LASKAR** Vendor No. 1 herein, **HARIPADA PATRA** Vendor No. 2 herein, **KAKOLI RAY** Vendor No. 3 herein, **KAJAL SK.** Vendor No. 4 herein, **DIPALI MONDAL** Vendor No. 5 herein, **MANJU SINGHA** Vendor No. 6 herein, **PRATIMA GHOSH** Vendor No. 7 herein and **KAJAL ROY CHOWDHURY** Vendor No. 8 herein.

AND WHEREAS after purchasing the aforesaid property the Vendor No. 1 to 8 herein have mutated their names before B.L. and L.R.O. office in respect of above mentioned property and have obtained new L.R. Parcha thereof. That as per L.R. Parcha,

- i. 0.0243 share of total land measuring 0.68 acre has been recorded in the name of **PIYAR ALI LASKAR** Vendor No. 1 herein being L.R. Khatian No. 1782 and L.R. Dag No.618.
- ii. 0.0243 share of total land measuring 0.68 acre has been recorded in the name of **HARIPADA PATRA** Vendor No. 2 herein being L.R. Khatian No. 1783 and L.R. Dag No.618.
- iii. 0.0243 share of total land measuring 0.68 acre has been recorded in the name of **KAKALI RAY** Vendor No. 3 herein being L.R. Khatian No. 1784 and L.R. Dag No.618.
- iv. 0.0243 share of total land measuring 0.68 acre has been recorded in the name of **KAJAL SK.** Vendor No. 4 herein being L.R. Khatian No. 1785 and L.R. Dag No.618.

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- v. 0.0243 share of total land measuring 0.68 acre has been recorded in the name of **DIPALI MONDAL** Vendor No. 5 herein being L.R. Khatian No. 1786 and L.R. Dag No.618.
- vi. 0.0243 share of total land measuring 0.68 acre has been recorded in the name of **MANJU SINGHA** Vendor No. 6 herein being L.R. Khatian No. 1787 and L.R. Dag No.618.
- vii. 0.0243 share of total land measuring 0.68 acre has been recorded in the name of **PRATIMA GHOSH** Vendor No. 7 herein being L.R. Khatian No. 1788 and L.R. Dag No.618.
- viii. 0.0243 share of total land measuring 0.68 acre has been recorded in the name of **KAJAL ROY CHOWDHURY** Vendor No. 8 herein being L.R. Khatian No. 1789 and L.R. Dag No.618.

That the Vendor No. 1 to 8 herein also have mutated their names before Patharghata Gram Panchayet.

AND WHEREAS by virtue of purchase **PIYAR ALI LASKAR** Vendor No. 1 herein, **HARIPADA PATRA** Vendor No. 2 herein, **KAKOLI RAY** Vendor No. 3 herein, **KAJAL SK.** Vendor No. 4 herein, **DIPALI MONDAL** Vendor No. 5 herein, **MANJU SINGHA** Vendor No. 6 herein, **PRATIMA GHOSH** Vendor No. 7 herein and **KAJAL ROY CHOWDHURY** Vendor No. 8 herein became absolutely seized and possessed, as joint owners and/or otherwise well and sufficiently entitled to of **ALL THAT** piece and parcel of land measuring 13 (thirteen) Satak more or less equivalent to 8 (eight) Cottahs to be little more or less lying and situates under Mouza- Baligori, J.L No. 34, Touzi No. 172, R.S No. 214, C.S. Khatian No. 145, R.S. Khatian No. 276, L.R. Khatian No. formerly 472 presently 1782, 1783, 1784, 1785, 1786, 1787, 1788 and 1789, C.S. Dag No. 602, R.S and L.R. Dag No.618, Police Station – Newtown, within the limits of Patharghata Gram Panchayet, within the jurisdiction of formerly Additional District Sub-Registry Office Bidhannagar, Salt Lake City, presently Additional District Sub-Registry Office Rajarhat, New Town, Dist. North 24 PGS, exercising absolute right title and interest over the said property, and enjoying the same, without any interruption of others and free from all sorts of encumbrances whatsoever and having a good and marketable title thereto.

AND WHEREAS the **PIYAR ALI LASKAR** Vendor No. 1 herein, **HARIPADA PATRA** Vendor No. 2 herein, **KAKOLI RAY** Vendor No. 3 herein,

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KAJAL SK. Vendor No. 4 herein, **DIPALI MONDAL** Vendor No. 5 herein, **MANJU SINGHA** Vendor No. 6 herein, **PRATIMA GHOSH** Vendor No. 7 herein and **KAJAL ROY CHOWDHURY** Vendor No. 8 herein for their and other family members' future permanent settlement of suitable habitation requested the Developer herein for Development Agreement in lieu on the said plot of land and the Developer agreed with the proposal of the Vendor No. 1 to 8 herein to develop the said property by constructing a G+4 storied building consisting of several flats, car parking spaces and other spaces as per the plan duly sanctioned by the competent authority on the said land and entered into Registered Development Agreement With Development Power Of Attorney, registered on 16/07/2021 at Additional District Sub – Registrar office Rajarhat, Newtown, recorded in Book No. I, Volume No.1523-2021 pages from 313568 to 313637 being No.7392 for the year 2021 respectively on the terms and conditions mentioned therein.

AND WHEREAS said Rahaman Sapui while enjoying the above mentioned property, sold, transfer and conveyed **ALL THAT** piece and parcel of land measuring 13 (thirteen) Satak more or less equivalent to 8 (eight) Cottahs to be little more or less lying and situates under Mouza- Baligori, J.L No. 34, Touzi No. 172, R.S No. 214, C.S. Khatian No. 145, R.S. Khatian No. 276, L.R. Khatian No. 472, R.S and L.R. Dag No. 618, within the limits of the Patharghata Gram Panchayet, within the jurisdiction of formerly Additional District Sub-Registry Office Bidhannagar, Salt Lake City, presently Additional District Sub-Registry Office Rajarhat, New Town, Dist. North 24 PGS, by virtue of a Deed of Conveyance executed and registered on 29.01.2021 at Additional District Sub-Registry Office Rajarhat, New Town, recorded in Book No. I, Volume No. 1523-2021, Pages 79840 to 79884, Being No. 152301620, for the year 2021, in favour of **BOBBY ASHROFY** Vendor No. 9 herein, **SERJINA BIBI** Vendor No. 10 herein, **MASUDA KHATUN** Vendor No. 11 herein, **BILKISH BEGAM** Vendor No. 12 herein, **RUPA KHATUN** Vendor No. 13 herein, **IRANI BEGUM @ IRANI BEGAM** Vendor No. 14 herein, **SK. NAJIBUL HAQUE** Vendor No. 15 herein, **NAHIDA LATA @ NAHIDA LATA SK.** Vendor No. 16 herein.

AND WHEREAS after purchasing the aforesaid property the Vendor no. 9 to 16 herein have mutated their names before B.L. and L.R.O. office in respect of above mentioned property and have obtained new L.R. Parcha thereof. That as per L.R. Parcha,

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- ix. 0.0304 share of total land measuring 0.68 acre has been recorded in the name of **BOBBY ASHROFY** Vendor No. 9 herein being L.R. Khatian No. 1766 and L.R. Dag No.618.
- x. 0.0304 share of total land measuring 0.68 acre has been recorded in the name of **SERJINA BIBI** Vendor No. 10 herein being L.R. Khatian No. 1767 and L.R. Dag No.618.
- xi. 0.0304 share of total land measuring 0.68 acre has been recorded in the name of **MASUDA KHATUN** Vendor No. 11 herein being L.R. Khatian No. 1768 and L.R. Dag No.618.
- xii. 0.0304 share of total land measuring 0.68 acre has been recorded in the name of **BILKISH BEGAM** Vendor No. 12 herein being L.R. Khatian No. 1769 and L.R. Dag No.618.
- xiii. 0.0243 share of total land measuring 0.68 acre has been recorded in the name of **RUPA KHATUN** Vendor No. 13 herein being L.R. Khatian No. 1770 and L.R. Dag No.618.
- xiv. 0.0243 share of total land measuring 0.68 acre has been recorded in the name of **IRANI BEGUM @ IRANI BEGAM** Vendor No. 14 herein being L.R. Khatian No. 1771 and L.R. Dag No.618.
- xv. 0.0121 share of total land measuring 0.68 acre has been recorded in the name of **SK. NAJIBUL HAQUE** Vendor No. 15 herein being L.R. Khatian No. 1772 and L.R. Dag No.618.
- xvi. 0.0121 share of total land measuring 0.68 acre has been recorded in the name of **NAHIDA LATA @ NAHIDA LATA SK.** Vendor No. 16 herein being L.R. Khatian No. 1773 and L.R. Dag No.618.

That the Vendor No. 9 to 16 herein also have mutated their names before Patharghata Gram Panchayet.

AND WHEREAS by virtue of purchase **BOBBY ASHROFY** Vendor No. 9 herein, **SERJINA BIBI** Vendor No. 10 herein, **MASUDA KHATUN** Vendor No. 11 herein, **BILKISH BEGAM** Vendor No. 12 herein, **RUPA KHATUN** Vendor No. 13

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herein, **IRANI BEGUM @ IRANI BEGAM** Vendor No. 14 herein, **SK. NAJIBUL HAQUE** Vendor No. 15 herein, **NAHIDA LATA @ NAHIDA LATA SK.** Vendor No. 16 herein became absolutely seized and possessed, as joint owners and/or otherwise well and sufficiently entitled to of **ALL THAT** piece and parcel of land measuring 13 (thirteen) Satak more or less equivalent to 8 (eight) Cottahs to be little more or less lying and situates under Mouza- Baligori, J.L No. 34, Touzi No. 172, R.S No. 214, C.S. Khatian No. 145, R.S. Khatian No. 276, L.R. Khatian No. formerly 472 presently 1766, 1767, 1768, 1769, 1770,1771, 1772 and 1773, C.S. Dag No. 602, R.S and L.R. Dag No.618, Police Station – Newtown, within the limits of Patharghata Gram Panchayet, within the jurisdiction of formerly Additional District Sub-Registry Office Bidhannagar, Salt Lake City, presently Additional District Sub-Registry Office Rajarhat, New Town, Dist. North 24 PGS, exercising absolute right title and interest over the said property, and enjoying the same, without any interruption of others and free from all sorts of encumbrances whatsoever and having a good and marketable title thereto.

AND WHEREAS the **BOBBY ASHROFY** Vendor No. 9 herein, **SERJINA BIBI** Vendor No. 10 herein, **MASUDA KHATUN** Vendor No. 11 herein, **BILKISH BEGAM** Vendor No. 12 herein, **RUPA KHATUN** Vendor No. 13 herein, **IRANI BEGUM @ IRANI BEGAM** Vendor No. 14 herein, **SK. NAJIBUL HAQUE** Vendor No. 15 herein, **NAHIDA LATA @ NAHIDA LATA SK.** Vendor No. 16 herein for their and other family members' future permanent settlement of suitable habitation requested the Developer herein for Development Agreement in lieu on the said plot of land and the Developer agreed with the proposal of the Vendor No. 9 to 16 herein to develop the said property by constructing a G+4 storied building consisting of several flats, car parking spaces and other spaces as per the plan duly sanctioned by the competent authority on the said land and entered into Registered Development Agreement With Development Power Of Attorney, registered on 16/07/2021 at Additional District Sub – Registrar office Rajarhat, Newtown, recorded in Book No. I, Volume No.1523-2021, pages from 313498 to 313567 being No.7389 for the year 2021 respectively on the terms and conditions mentioned therein.

AND WHEREAS said Rahaman Sapui while enjoying the above mentioned property, sold, transfer and conveyed **ALL THAT** piece and parcel of land measuring 13 (thirteen) Satak more or less equivalent to 8 (eight) Cottahs to be little more or less lying and situates under Mouza- Baligori, J.L No. 34, Touzi No. 172, R.S No. 214, C.S. Khatian No. 145, R.S. Khatian No. 276, L.R. Khatian No. 472, R.S and

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L.R. Dag No. 618, within the limits of the Patharghata Gram Panchayet, within the jurisdiction of formerly Additional District Sub-Registry Office Bidhannagar, Salt Lake City, presently Additional District Sub-Registry Office Rajarhat, New Town, Dist. North 24 PGS, by virtue of a Deed of Conveyance executed and registered on 29.01.2021 at Additional District Sub-Registry Office Rajarhat, New Town, recorded in Book No. I, Volume No. 1523-2021, Pages 79885 to 79927, Being No. 152301622, for the year 2021, in favour of **MD. SAIFUR RAHAMAN** Vendor No. 17 herein, **MOUSUMI CHATTOPADHYAY** Vendor No. 18 herein, **RAMA HALDER** Vendor No. 19 herein, **V RAJI** Vendor No. 20 herein, **SAMIR KUMAR DAS** Vendor No. 21 herein, **RATAN SINGHA** Vendor No. 22 herein and **SK. SANOWAR @ SANOWAR SHEIKH** Vendor No. 23 herein and **REJIMON MATHEW** Vendor No. 24 herein.

AND WHEREAS after purchasing the aforesaid property the Vendor No. 17 to 24 herein have mutated their names before B.L. and L.R.O. office in respect of above mentioned property and have obtained new L.R. Parcha thereof. That as per L.R. Parcha,

- xvii. 0.0243 share of total land measuring 0.68 acre has been recorded in the name of **MD. SAIFUR RAHAMAN** Vendor No. 17 herein being L.R. Khatian No. 1774 and L.R. Dag No.618.
- xviii. 0.0243 share of total land measuring 0.68 acre has been recorded in the name of **MOUSUMI CHATTOPADHYAY** Vendor No. 18 herein being L.R. Khatian No. 1776 and L.R. Dag No.618.
- xix. 0.0243 share of total land measuring 0.68 acre has been recorded in the name of **RAMA HALDER** Vendor No. 19 herein being L.R. Khatian No. 1777 and L.R. Dag No.618.
- xx. 0.0243 share of total land measuring 0.68 acre has been recorded in the name of **V RAJI** Vendor No. 20 herein herein being L.R. Khatian No. 1778 and L.R. Dag No.618.
- xxi. 0.0243 share of total land measuring 0.68 acre has been recorded in the name of **SAMIR KUMAR DAS** Vendor No. 21 herein being L.R. Khatian No. 1780 and L.R. Dag No.618.

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- xxii. 0.0243 share of total land measuring 0.68 acre has been recorded in the name of **RATAN SINGHA** Vendor No. 22 herein being L.R. Khatian No. 1781 and L.R. Dag No.618.
- xxiii. 0.0243 share of total land measuring 0.68 acre has been recorded in the name of **SK. SANOWAR @ SANOWAR SHEIKH** Vendor No. 23 herein being L.R. Khatian No. 1775 and L.R. Dag No.618.
- xxiv. 0.0243 share of total land measuring 0.68 acre has been recorded in the name of **REJIMON MATHEW** Vendor No. 24 herein being L.R. Khatian No. 1779 and L.R. Dag No.618.

That the Vendor No. 17 to 24 herein also have mutated their names before Patharghata Gram Panchayet.

AND WHEREAS by virtue of purchase **MD. SAIFUR RAHAMAN** Vendor No. 17 herein, **MOUSUMI CHATTOPADHYAY** Vendor No. 18 herein, **RAMA HALDER** Vendor No. 19 herein, **V RAJI** Vendor No. 20 herein, **SAMIR KUMAR DAS** Vendor No. 21 herein, **RATAN SINGHA** Vendor No. 22 herein and **SK. SANOWAR @ SANOWAR SHEIKH** Vendor No. 23 herein and **REJIMON MATHEW** Vendor No. 24 herein became joint owners of **ALL THAT** piece and parcel of land measuring 13 (thirteen) Satak more or less equivalent to 8 (eight) Cottahs to be little more or less, lying and situates under Mouza- Baligori, J.L No. 34, Touzi No. 172, R.S No. 214, C.S. Khatian No. 145, R.S. Khatian No. 276, L.R. Khatian No. formerly 472 presently 1774, 1775, 1776, 1777, 1778, 1779, 1780 and 1781, C.S. Dag No. 602, R.S and L.R. Dag No.618, Police Station – Newtown, within the limits of Patharghata Gram Panchayet, within the jurisdiction of formerly Additional District Sub-Registry Office Bidhannagar, Salt Lake City, presently Additional District Sub-Registry Office Rajarhat, New Town, Dist. North 24 PGS, exercising absolute right title and interest over the said property, and enjoying the same, without any interruption of others and free from all sorts of encumbrances whatsoever and having a good and marketable title thereto.

AND WHEREAS the **MD. SAIFUR RAHAMAN** Vendor No. 17 herein, **MOUSUMI CHATTOPADHYAY** Vendor No. 18 herein, **RAMA HALDER** Vendor No. 19 herein, **V RAJI** Vendor No. 20 herein, **SAMIR KUMAR DAS** Vendor No. 21 herein and **RATAN SINGHA** Vendor No. 22 herein for their and other family

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members' future permanent settlement of suitable habitation requested the Developer herein for Development Agreement in lieu on the said plot of land and the Developer agreed with the proposal of the Vendor No. 17 to 22 herein to develop the said property by constructing a G+4 storied building consisting of several flats, car parking spaces and other spaces as per the plan duly sanctioned by the competent authority on the said land and entered into Registered Development Agreement With Development Power Of Attorney registered on 16/07/2021 at Additional District Sub – Registrar office Rajarhat, Newtown, recorded in Book No. I, Volume No.1523-2021 pages from 313434 to 313497 being No.7388 for the year 2021 respectively on the terms and conditions mentioned therein.

AND WHEREAS the **SK. SANOWAR @ SANOWAR SHEIKH** Vendor No. 23 herein and **REJIMON MATHEW** Vendor No. 24 herein for their and other family members' future permanent settlement of suitable habitation requested the Developer herein for Development Agreement in lieu on the said plot of land and the Developer agreed with the proposal of the Vendor No. 23 and 24 herein to develop the said property by constructing a G+4 storied building consisting of several flats, car parking spaces and other spaces as per the plan duly sanctioned by the competent authority on the said land and entered into Registered Development Agreement With Development Power Of Attorney, registered on 26/07/2021 at Additional District Sub – Registrar office Rajarhat, Newtown, recorded in Book No. I, Volume No.1523-2021 pages from 310833 to 310881 being No.7446 for the year 2021 respectively on the terms and conditions mentioned therein.

AND WHEREAS that the Vendors herein have amalgamated their plot of lands in one holding as all the plot of lands are adjacent to each other.

AND WHEREAS the Vendors herein hereby declare that the said plot of land is free from all encumbrances and the Vendors herein have good and marketable title thereto. That the said plot of land are free from all encumbrances, charges liens, listpendens, attachments, trusts, whatsoever or howsoever.

AND WHEREAS the developer has sanctioned a building plan of two G+4 storied building being Approval order no. 770/RPS dated 20.06.2022 from Patharghata

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Gram Panchayet and proceeding of the construction work of the two G+4 storied building Known as BLOCK – I AND BLOCK – II comprised within the complex namely “BALAJI GREEN VATIKA” lying and situated at Baligori, New Town, Action area-IIIB, Kolkata- 700135, Police Station – Techno city Police Station, on the piece and parcel of land measuring **24 (twenty four) Cottahs equivalent to 39 (thirty nine) Satak more or less** lying and situates under Mouza- Baligori, J.L No. 34, Touzi No. 172, R.S No. 214, C.S. Khatian No. 145, R.S. Khatian No. 276, L.R. Khatian No. formerly 472 presently 1766, 1767, 1768, 1769, 1770,1771, 1772, 1773, 1774, 1775, 1776, 1777, 1778, 1779, 1780 and 1781 1782, 1783, 1784, 1785, 1786,1787, 1788 and 1789, C.S. Dag No. 602, R.S and L.R. Dag No.618, Police Station – Newtown, within the limits of Patharghata Gram Panchayet, within the jurisdiction of formerly Additional District Sub-Registry Office Bidhannagar, Salt Lake City, presently Additional District Sub-Registry Office Rajarhat, New Town, Dist. North 24 PGS, within the limits of Patharghata Gram Panchayet, within the jurisdiction of formerly Additional District Sub-Registry Office Bidhannagar, Salt Lake City, presently Additional District Sub-Registry Office Rajarhat, New Town, Dist. North 24 PGS, more fully described in the first schedule below, containing several self contained Flats, car parking spaces and other space therein.

AND WHEREAS the Vendors hereby declare that the said plots of land is free from all encumbrances and the Vendors have good and marketable title thereto. That the said plots of land are free from all encumbrances, charges liens, lispendens, attachments, trusts, whatsoever or howsoever.

AND WHEREAS Developer/Confirming Party has constructed two G+4 storied building Known as BLOCK – I AND BLOCK – II comprised within the complex

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namely “BALAJI GREEN VATIKA” lying and situated at Baligori, New Town, Action area-IIIB, Kolkata- 700135, Police Station – Techno city Police Station on the piece and parcel of land measuring **24 (twenty four) Cottahs equivalent to 39 (thirty nine) Satak more or less** lying and situates under Mouza- Baligori, J.L No. 34, Touzi No. 172, R.S No. 214, C.S. Khatian No. 145, R.S. Khatian No. 276, L.R. Khatian No. formerly 472 presently 1766, 1767, 1768, 1769, 1770,1771, 1772, 1773, 1774, 1775, 1776, 1777, 1778, 1779, 1780 and 1781 1782, 1783, 1784, 1785, 1786,1787, 1788 and 1789, C.S. Dag No. 602, R.S and L.R. Dag No.618, Police Station – Newtown, within the limits of Patharghata Gram Panchayet, within the jurisdiction of formerly Additional District Sub-Registry Office Bidhannagar, Salt Lake City, presently Additional District Sub-Registry Office Rajarhat, New Town, Dist. North 24 PGS, within the limits of Patharghata Gram Panchayet, within the jurisdiction of formerly Additional District Sub-Registry Office Bidhannagar, Salt Lake City, presently Additional District Sub-Registry Office Rajarhat, New Town, Dist. North 24 PGS, more fully described in the first schedule below, containing several self contained Flats, car parking spaces and other space therein.

AND WHEREAS the Purchaser/Purchasers herein, had taken inspection of the abstracts of title of the Vendors, the Development Agreements and Development Power of Attorneys, the said sanctioned plan and materials relating to the said unit, being a flat within the said building, made themselves fully conversant with the contents hereof and has fully satisfied themselves as to the title of the Landowners/Vendors, and right of the Developer/ Confirming Party prior to entering agreement for sale.

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AND WHEREAS the Purchaser/Purchasers had approached to the Developer/Confirming Party, to purchase from the allocation of the Developer/Confirming Party, ALL THAT unit being **FLAT No.**, in the **..... Floor, side of the building, super-built up area Sq.ft. more or less, consisting of Bed Rooms, Drawing cum Dinning Hall, Kitchen, Toilet (common), Toilet (attached), Balcony at Block No.....**, hereinafter referred and described in the Second Schedule below, in the complex namely “BALAJI GREEN VATIKA” lying and situated at Baligori, New Town, Action area-IIIB, Kolkata-700135, Police Station –Techno city, Dist. North 24 PGS, situates under Mouza- Baligori, J.L No. 34, Touzi No. 172, R.S No. 214, C.S. Khatian No. 145, R.S. Khatian No. 276, L.R. Khatian No. formerly 472 presently 1766, 1767, 1768, 1769, 1770,1771, 1772, 1773, 1774, 1775, 1776, 1777, 1778, 1779, 1780 and 1781 1782, 1783, 1784, 1785, 1786,1787, 1788 and 1789, C.S. Dag No. 602, R.S and L.R. Dag No.618, Police Station – Newtown, within the limits of Patharghata Gram Panchayet, within the jurisdiction of formerly Additional District Sub-Registry Office Bidhannagar, Salt Lake City, presently Additional District Sub-Registry Office Rajarhat, New Town, Dist. North 24 PGS, within the limits of Patharghata Gram Panchayet, within the jurisdiction of formerly Additional District Sub-Registry Office Bidhannagar, Salt Lake City, presently Additional District Sub-Registry Office Rajarhat, New Town, Dist. North 24 PGS, at a consideration of **Rs.**, and the Developer/Confirming Party had agreed to sale the abovementioned Second Schedule flat.

AND WHEREAS by an agreement for sale dated, the Developer/Confirming Party had agreed to sale and the Purchaser/Purchasers agreed to

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purchase from the allocation of the Developer/Confirming Party, ALL THAT unit being **FLAT No., in the Floor, side of the building, super-built up area Sq.ft. more or less, consisting of Bed Rooms, Drawing cum Dinning Hall, Kitchen, Toilet (common), Toilet (attached), Balcony at Block No.....** hereinafter referred and described in the Second Schedule below, in the complex namely “BALAJI GREEN VATIKA” lying and situated at Baligori, New Town, Action area-IIIB, Kolkata-700135, Police Station –Techno city, Dist. North 24 PGS, situates under Mouza- Baligori, J.L No. 34, Touzi No. 172, R.S No. 214, C.S. Khatian No. 145, R.S. Khatian No. 276, L.R. Khatian No. formerly 472 presently 1766, 1767, 1768, 1769, 1770,1771, 1772, 1773, 1774, 1775, 1776, 1777, 1778, 1779, 1780 and 1781 1782, 1783, 1784, 1785, 1786,1787, 1788 and 1789, C.S. Dag No. 602, R.S and L.R. Dag No.618, Police Station – Newtown, within the limits of Patharghata Gram Panchayet, within the jurisdiction of formerly Additional District Sub-Registry Office Bidhannagar, Salt Lake City, presently Additional District Sub-Registry Office Rajarhat, New Town, Dist. North 24 PGS, within the limits of Patharghata Gram Panchayet, within the jurisdiction of formerly Additional District Sub-Registry Office Bidhannagar, Salt Lake City, presently Additional District Sub-Registry Office Rajarhat, New Town, Dist. North 24 PGS, hereinafter referred to as the said flat togetherwith proportionate undivided impartiable share in the land, mentioned in the First Schedule Below, with other benefit and obligation and common facilities and amenities in the building, mentioned hereunder, at a consideration of **Rs.**

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AND WHEREAS the Purchaser/Purchasers are fully satisfied with the right, title and interest of the said property, sanctioned plan and the quality of construction being carried out, and the materials used in such construction and that the said construction has been and are being carried out strictly in accordance with the sanctioned plan as per law to the full satisfaction of the Purchaser/Purchasers and also the property is free from all encumbrances, attachments whatsoever, being fully satisfied as above the Purchaser/Purchasers requested the Vendor and Developer/Confirming Party to execute the appropriate Deed of Conveyance.

AND WHEREAS as the Purchaser/Purchasers herein have requested the Vendor and Developer/Confirming Party to execute and make arrangement for registration of the Deed of Conveyance in respect of the said flat.

NOW THIS INDENTURE WITNESSETH as follows:-

That in consideration of a sum of **Rs.(.....)only.** paid by Purchaser/Purchasers to the Developer/Confirming Party herein from time to time as indicated in the Memo of Consideration given herein below, in respect of the said flat, paid by the Purchaser/Purchasers (the receipt whereof the Developer/Confirming Party doth hereby admit and acknowledge) the said Vendors doth here by grant, convey, transfer, assign and assure unto the said premises free from all encumbrances, the said flat which is morefully and particularly described in the Second Schedule herein below and shown and delineated within the site plan annexed herewith and made part of the indenture together with undivided proportionate right, title and interest in the said land, First schedule, hereupon the Second Schedule property standing and situated including

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the undivided right, title and interest in the common portion, parts and equipments of the building.

The Purchaser/Purchasers shall observe fulfill and perform the duties hereunder written and shall regularly pay and discharge all and impositions for the said flat wholly and common expenses proportionately and all other outgoings in connection with the flat wholly and the said building proportionately.

The Purchaser/Purchasers have received possession of the said flat and the Purchaser/Purchasers are satisfied on materials used and the workmanship of the building.

The Purchaser/Purchasers will not for reason whatsoever obstruct the Vendors and Developer/Confirming Party in their transferring any other flat or flats or other portions of the said building and/or space or spaces with super structures flat to any person or persons like manner of the Purchaser/Purchasers **TO ENTER INTO HAVE HOLD OWN POSSESS AND ENJOY** the said property and every part thereof hereby granted, sold, conveyed and transferred or expressed and intended so to be with his rights, members and appurtenances unto and to use of the Purchaser/Purchasers their respective heirs, executors, administrators, representatives and assigns forever freed and discharged from or otherwise by the Vendors and Developer/Confirming Party, well and sufficiently indemnified of and against all encumbrances, claims, liens etc. whatsoever created or suffered by the Vendors and Developer/Confirming Party from to these presents, AND the Vendors and Confirming Party covenant with the Purchaser/Purchasers, their respective heirs, executors, administrators, representatives

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and assigns THAT notwithstanding any act, deed or thing whatsoever by the Vendors or by any of their predecessors or ancestors-in-title done or executed or knowingly suffered to the contrary the Vendors have good right, full power, absolute authority and indefeasible title to grant, sell, convey, transfer, assign and assure the said property hereby granted, sold, conveyed and transferred or expressed or intended so to be, unto and to the use of the Purchaser/Purchasers their respective heirs, executors, administrators, representatives in the manner aforesaid AND THAT the Purchaser/Purchasers their respective heirs, executors, administrators, representatives shall and may at all times hereafter peaceably and quietly enter into hold, possess and enjoy the said property and every part thereof with absolute right to sell, mortgage, let out, lease out or transfer by way of gift or otherwise alienated the said property or any part or every part thereof and receive the rents, issues and profits thereof without any lawful eviction, hindrance, interruption, disturbance, claim or demand whatsoever from the Vendors or any person or persons lawfully or equitably claiming any right or from or under any of his predecessors or ancestors-in-title AND THAT free and clear and freely and clearly, absolutely acquitted, exonerated and release or otherwise by and at the costs and expenses of the Vendors well and sufficiently save indemnified or from and against all and all manner of claims, charges, liens, debts, attachments and encumbrances whatsoever made or suffered by the Vendors or any of their predecessors or ancestors-in-title or any person or persons lawfully or equitably claiming as aforesaid **AND FURTHER THAT** the Vendors and all persons having or lawfully or equitably claiming any estate or interest whatsoever in the said property or any part thereof from under or in trust for them the Vendors or from or under any of predecessors or ancestors-in-title shall and will from time to time and at all times hereafter at the request and costs of the Purchaser/Purchasers their respective heirs,

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executors, administrators, representatives and assigns do and execute or cause to be done and executed all such acts, deeds and things whatsoever for further better and more perfectly assuring the said property and every part thereof unto and to the use of the Purchaser/Purchasers their respective heirs, executors, administrators, representatives and assigns according to the true intent and meaning of these presents as shall or may be reasonably required.

FIRST SCHEDULE ABOVE REFERRED TO

ALL THAT two G+4 storied buildings namely Block – I and Block- II comprised within the complex known as “BALAJI GREEN VATIKA” lying and situated at Baligori, New Town, Action area-IIIB, Kolkata-700135, Police Station –Techno city, containing an piece and parcel of land area measuring **24 (twenty four) Cottahs equivalent to 39 (thirty nine) Satak more or less** situates under Mouza- Baligori, J.L No. 34, Touzi No. 172, R.S No. 214, C.S. Khatian No. 145, R.S. Khatian No. 276, L.R. Khatian No. formerly 472 presently 1766, 1767, 1768, 1769, 1770,1771, 1772, 1773, 1774, 1775, 1776, 1777, 1778, 1779, 1780 and 1781 1782, 1783, 1784, 1785, 1786,1787, 1788 and 1789, C.S. Dag No. 602, R.S and L.R. Dag No.618, Police Station – Newtown, within the limits of Patharghata Gram Panchayet, within the jurisdiction of formerly Additional District Sub-Registry Office Bidhannagar, Salt Lake City, presently Additional District Sub-Registry Office Rajarhat, New Town, Dist. North 24 PGS,

Butted and bounded as follows:-

ON THE NORTH BY :Mr. Saidul Sapui/Mr.Maidul Sapui/Mr.Ahidul Sapui house.

ON THE SOUTH BY: HIDCO Market.

ON THE EAST BY : Vested land.

Cont.....

ON THE WEST BY : Main Road.

SECOND SCHEDULE ABOVE REFERRED TO

ALL THAT one independent and complete FLAT No., in the Floor, flooring Tiles, side of the building, Block, in the complex namely “BALAJI GREEN VATIKA” lying and situated at Baligori, New Town, Action area-IIIB, Kolkata-, Police Station -, measuring super-built up area Sq.ft. more or less, consisting of Bed Rooms, Drawing cum Dinning Hall, Kitchen, Toilet (common), Toilet (attached),Balcony, constructed on the said land as described in First Schedule herein above written together with undivided proportionate impartible share of land, described in First Schedule herinabove, in relating and liberties and common user of the lift, drain ways, plumbing and sanitary fittings and connection and together with vertical overhead underneath support and supporting and inserting terms and fittings and fixtures and in and/or upon all the main load bearing separating and common walls in and around the said flat together with usual easements rights and liberties of unobstructed of the common stair case landing connecting passage and the entrance door or passage on the Ground Floor to egress and ingress to and landing to the said flat as well as all rights, privileges, facilities as net out in the Fourth Schedule hereunder written which the said flat is situated lying at and being on the floor at Block No.... forming a part of the said property described in the First Schedule and shown in the attached map, coloured red, which will be treated as part of this deed, thereof.

Butted and bounded as follows:-

Cont.....

ON THE NORTH :

ON THE SOUTH :

ON THE EAST :

ON THE WEST :

THIRD SCHEDULE ABOVE REFERRED TO

(Rights and obligations of the Purchaser/Purchasers)

1. That the Purchaser/Purchasers shall and will own and enjoy the said flat measuring about area Sq.ft. super built up area more or less on the
Floor Flat No.at Block No..... together with undivided interest in the soil as morefully described in the **First Schedule** hereinabove written shall remain join for all title with the vendors or other co-Purchaser/Purchasers who may hereafter or hereto before has acquired right, title and interest in the land in any flat in the building at being declared that the interest in the soil is impartiable.

2. That Purchaser/Purchasers shall become and remain member of the society, company or Association to be formed by and consisting of the owners of the flat owners of the said building above written and of an the other flats for the purpose of attending to safe guarding maintaining all matters and common interest like repairs white washing of the

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building and common colour washing or painting of the common parts of the building and repairing road, staircase, compound walls and all other common amenities lifts.

3. That the Purchaser/Purchasers shall and will observe and perform the terms and conditions and byelaws and the rule and regulation of the said society, company or Association.

4. That the Purchaser/Purchasers shall not any time carry or suffered to carry on the flat hereby sold and conveyed or any part thereof or that said flat on the Floor any trade or business whatsoever pursuant where of is may be or become in any way, nuisance annoyance or danger to the Vendors or is successors in title or to the owners and/or the occupiers of the other flat owners or of the owners or occupiers of any neighboring property or which may tend or depreciate the value of the said flat or any part thereof as a residential property or permit the same to be used (except as aforesaid) for any purpose.

5. That the Purchaser/Purchasers shall and will give the owner of the other flats the necessary vertical horizontal and lateral support for its flat and also a right to any way over all common roads, staircase, passage etc. and shall and will be entitled to similar rights from and other owners of the said building.

6. That the Purchaser/Purchasers shall have the right to enter into any other flats in the said building for the purpose of affecting repair of service pipes line and portions of its flats as may be reasonably necessitate such entry with a 48 hours advance intimation of its such intended entry to the owners concerned and shall and will allow owners of other

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flats such entry into its flat areas under similar circumstances and upon having similar prior notice in writing.

7. The Purchaser/Purchasers shall be liable to pay directly to Corporation and/or other appropriate authorities or contribute in portion to the floor area of the said **Flat No., on..... Floor at Block No.....** towards in the account of payment of Corporation taxes and other outgoing payable in respect of the said plot of land and/or the premises and in cases where the said payment shall not be made directly to the Corporation and /or statutory authorities as aforesaid same shall be made by the Purchaser/Purchasers to the Association or Society of the Purchaser/Purchasers of the undivided proportionate share in the said land and thus becoming owners of the several flats in the building and in defaults shall be liable for payment thereof with costs of litigation being sued by the Association or Society as the case may be. The Purchaser/Purchasers shall mutate their names in the records of Bidhannagar Municipal Corporation in respect of their flat and proportionate share of land.

8. The Association of the flat owners shall be formed by the Purchaser/Purchasers herein jointly with other flat owners in the building and submit the building to the provision of West Bengal Apartment Ownership Act, 1972 and that the Purchaser/Purchasers shall and will sign and execute all forms returns declarations and document as mat be from time to time become necessary.

9. The Purchaser/Purchasers shall have full proprietary on the said **Flat No., on Floor at Block No.....** together with undivided proportionate share of land the Purchaser/Purchasers shall be entitled to sell, mortgage, let out lease out or transfer

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in any way permitted by laws without requiring to have or seek any consent for the purpose from the Vendor, Developer/Confirming Party or any others or owners of the flat areas other than its own contained in the said building.

10. The Purchaser/Purchasers' undivided interest in the said soil or land described in the first schedule hereinabove and shall remain joint forever with the owners of the other flat owners of the said building and it being hereby further declare that the interest in the said soil or the said plot of land is impartible.

11. The Purchaser/Purchasers shall not in any case damage the main structural wall of the said building which may be prejudicial to the interest of the other flat owners.

12. The Purchaser/Purchasers shall not decorate the exterior portion of the said flat otherwise than in the manner in writing by the committee.

13. The Purchaser/Purchasers shall has full complete and absolute rights of user in common with the other owners and/or occupiers of the different flats, the staircase alongwith landing thereon and thereunder or gate abutting on the public road of egress and ingress and carrying or bringing in taking out of the said flat all goods, chattal, furniture and any other movable item.

14. Subject to their restriction and reservation hereafter containing the Purchaser/Purchasers shall full and absolute right of user in common with the other owners and/or occupants of the said property of the main drainage, water supply system and connection including the pipes, lines and also the water tanks and connection.

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15. The Purchaser/Purchasers shall has absolute and unfettered right of user of and right of keeping rising inserting, supporting and maintaining all beams girders and structures on and to all walls, supporting the said flat including all boundaries on and to all walls, supporting the said flat including all boundaries and/or load bearing or dividing and or separating and/or supporting walls, the Purchaser/Purchasers shall has to maintain the floor of the said flat so that it may not cause leakage or slippage to the floor underneath.

16. The Purchaser/Purchasers shall have right of obtaining telephone connection to the said flat as well as the right of fixing television antenna and/or Radio Serials on the roof of the said property and for this purpose the Purchaser/Purchasers shall have the right of digging inserting and for fixing plug and supporting clumps in all portions of the said property provided always that the Purchaser/Purchasers shall restore for with such dug up holes or excavations at their own costs and expenses.

17. The Purchaser/Purchasers and/or their agent or agents shall has the right of access to the roof of the said property for the purpose of fixing maintenance television antenna provided that exercise of the right of access mentioned in this clause shall be without causing any inconvenience to the other owners and/or occupiers of the top floor of the said of user and enjoyment of the top floor and water reservoir on the roof of the top floor.

18. The Purchaser/Purchasers shall have the right or maintenance repairs for white washing or painting of the door and windows of the said flat in any part of the said

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property provided any such work does not cause any nuisance or permanent obstructions to the other occupants of the said property.

19. The Purchaser/Purchasers shall have the absolute right of making such construction additions and alterations at his/her option within the said flat as permissible under the rules of the local authority, and after obtaining prior permission from the association from the society of the building and provided always that such act on does not imposed any danger on the safety of the said property or cause any nuisance any annoyance to the other owners or occupants.

20. The Purchaser/Purchasers shall have right to mutate their names as owner of the said flat in the records of the Government or local authority and/or have the said flat separately numbered and assessed for taxes and the vendors shall whenever required by the Purchaser/Purchasers give therein or their consent or approval in writing for the purpose of such mutation and separate assessment.

21. The Purchaser/Purchasers shall have full and absolutely proprietary rights such as the vendors derive from their title save and except that of demolishing or committing waste in respect of the property described in schedule in any manner so as to effect the vendors or other co-owners who have already purchased and acquired or may hereafter purchase or acquire similar property rights as covered by this conveyance.

22. The Purchaser/Purchasers shall also be entitled to sell, mortgage, lease or otherwise alienate the property hereby conveyed.

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23. The Purchaser/Purchasers shall not store any inflammable and/or combustible articles in the said flat nor use the said flat for any other purpose save and except residential purpose.

24. The Purchaser/Purchasers shall not store any rubbish or any other things in the stair case not to the common areas and/or parts causing inconveniences and also disturbances to other owners and occupiers of the building.

25. The Purchaser/Purchasers take separate electric meter, gas and other necessary connections and/or lines for the use and enjoyment of the flat hereby purchased.

26. The Purchaser/Purchasers shall pay proportionate share for electric consumption in respect of common areas of the said building and shall pay to the association.

27. The Purchaser/Purchasers shall also pay his/her proportionate share for insurance of the building for earthquake, fire, mob, violence and commotion.

FOURTH SCHEDULE ABOVE REFERRED TO

THE VENDORS OR PURCHASER/PURCHASERS ENTITLED TO COMMON USER OF THE COMMON AREAS AND THE COMMON PARTS MENTIONED IN THE INDENTURE SHALL INCLUDE:-

1. The space within the building comprised of the entrances hereto staircase landing lobbies if any.

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2. The foundation columns girders, beams, support main walls of the main gate of the premises and the possession landing to the building and the staircase.
3. Lift, lift walls.
4. One underground water reservoir with covered head together with the main pipe line from the Corporation and the reservoir on top floor the building pump Motor pipes and all apparatus and installations in the premises for common use.
5. Drains and sewages from the building to the Municipal drain, septic tanks soak pits and sewerage lines thereto connected.
6. It has been agreed upon by and between the parties that the roof and terrace of the said building including the parapets walls shall always be the property of the flat owners and exclusive enjoyment of them.
7. However that flat owners shall have the right to go to roof for inspection of the overhear water reservoirs, pipe line and install T.V antenna and send mechanics to repair the same.
8. All other areas, facilities and amenities in the premises with area intended for common use.

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9. The land on which the building is located and all easements rights and appurtenances belong to the land and the building.
10. One pumps room with motor and pump distribution pipes.
11. Water pump, Water tank, water pipes, and other common plumbing installation.
12. Corridors, Lobbies, Landing space, stairs, stairways, fire escapes, entrance, exists of the building.
13. Electrical wiring; meters; generators; and fittings.
14. Water and sewerage evacuation pipes to the drains and sewerage common to the following;
15. Drains and sewages from the building to the Municipal drain;
16. GENERAL COMMON ELEMENTS of all appurtenances and facilities and other items which are not part within the area of the said (FLAT).
 - a) All private ways, curves, side-walls, and area of the said premises.
 - b) Exterior conduits, utility lines, under ground storage tanks.
 - c) Public connection, meter, gas, telephone and water owned by public utility or other agencies providing such services and located outside the building.

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- d) Exterior lighting and other facilities necessary to the upkeep and safety of the safe building.
- e) All other facilities or elements or any improvement outside the unit but upon the said building which is necessary for or convenient to the existence, management, operation, maintenance and safety of the building or normally in common use.
- f) The foundation, corridor, lobbies, Stairways Entrance and exists, pathways, Footings, Columns, Girders, Beams, Supports and exterior walls beyond the said 'FLAT', side or interior load bearing walls within the building or concrete floor slabs except the roof slab and all concrete ceilings and all staircases in the said building.
- g) Utility lines, telephone and electrical systems contained within the same building.
- h) The ultimate roof or terrace will be common use of all the Owners of the flats and inhabitants of the building.

FIFTH SCHEDULE ABOVE REFERRED TO
(Easements and quasi- Easements)

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1.The Purchaser/Purchasers shall be entitled to all rights, privileges including the right of vertical and lateral supports casements quasi – easements, appendages and appurtenances whatsoever belonging or in any way appertaining to the said flat and the properties appurtenant thereto or otherwise hereby intended so to be held used occupied or enjoyed or reputed or known as part or parcel or member thereof or appertaining thereto which are hereinafter more fully specified **EXCEPTING AND RESERVING** unto the vendors and other co-owners and occupiers of the building the rights, easements, quasi – easements, privileges and appurtenances.

2. The right of access in common with the vendors and other owners or occupiers of the said building at all times and for all normal purposes connected with the use and enjoyment of the entrance staircase, landing and other common parts of the building.

3.The right of way in common as aforesaid at all times and for all purposes connected with the reasonable use and enjoyment of the said premises and the properties appurtenant thereto and common part with or without vehicles over and along the passage and pathways comprised within the said building and the appurtenant land **PROVIDED ALWAYS** and it is declared that nothing herein contained shall permit the Purchaser/Purchasers or any person deserving title under the Purchaser/Purchasers and/or her servants, agents and employees, invites to obstruct in any way by vehicles, deposit of materials rubbish or otherwise the free passage of the vendor and other co-owners or occupiers property entitled to such rights of way over and along such passages or pathways or common parts as aforesaid .

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4. The right of protection of the said floor and the properties appurtenant thereto by or from all other parts of the said building as they now protect the same and in any manner not to demolish the support at present enjoyed by the said Premises and the properties appurtenant thereto from the other part or parts of the said building.

5. The right of passage in common as aforesaid of electricity, gas, water, telephones and soil pipes from and to the said flat and the properties appurtenant thereto through pipes, drains, wires and conduits lying or being in under through or over any part or parts of the said flat and the said premises so far as be reasonably necessary for the beneficial occupation and enjoyment of the said flat and the properties appurtenant thereto for all lawful purposes whatsoever.

6. The right with or without workmen and necessary materials for the Purchaser/Purchasers to enter from time to time during the day time upon the other parts of the said building and the said premises for the purpose of repairing so far as may be necessary such pipes , drains, wires and conduits aforesaid and for the purpose of re-building, repairing, repainting or cleaning any part or parts of the said premises and the properties appurtenant thereto in so far as such repairing, repainting or cleaning as aforesaid cannot be reasonably carried out without such entry and in all such cases excepting emergent situation upon giving twenty four hours previous notice in writing of his intention so to enter to the vendor and other co-owners or occupiers properly entitled to the same.

SIXTH SCHEDULE ABOVE REFERRED TO

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1. The expenses of administration, maintenance, repair, replacement of the common parts, equipments, accessories, common areas and facilities including white washing, painting and decorating the exterior portion of the said building, the boundary walls, entrance, the staircases, the landing, the gutters, rainwater pipes, motors, pumps, water, gas pipe, electric wirings, installations, sewers, drains, and all other common parts, fixtures, fittings and equipments, in under or upon the building enjoyed or used in common by the Purchaser/Purchasers, or other occupiers thereof.

2. The costs of cleaning, maintaining and lighting the main entrances, passages, landings, staircases and other parts of the building as enjoyed or used in common by the occupiers of the said building.

3. Cost and charges of reasonably required for the maintenance of the building and for watch and ward duty, and other incidental costs.

4. The cost of decorating the exterior of the building.

5. The cost of repairing and maintenance of water pumps, electrical installations, over lights, and service charges, and supplies of common utilities.

6. Insurance Premium, if any, for insuring the building against any damage due to earthquake, fire, lightening, civil commotion, etc.

7. Municipal taxes, five-storied building tax, if any, and other similar taxes save those separately assessed on the respective flat.

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8. Litigation expenses as may be necessary for protecting the right, title and possession of the land and the building.

9. Such other expenses as are necessary or incidental for maintenance, upkeep and security of the building, and Govt. duties, as may be determined by the flat and / or Unit Owners' Association, as shall be formed by the unit-owners, inclusive of the owners as soon as possible for the purpose or purposes as aforesaid, such formation of Association thereof in accordance with the provisions of the West Bengal Apartment Ownership Act and bye Laws, thereof as amended from time to time being obligatory on his part in the fullest legal sense of the term.

10. The share of the Purchaser/Purchasers or Purchaser/Purchasers in such common expenses shall be generally proportionate in accordance with the liability of the unit hereunder sold as against the total amount as may be incurred in any of the heads of such expenses in accordance with the proportion of the area within the same as against the total area within the building to be covered thereunder.

SEVENTH SCHEDULE ABOVE REFERRED TO

THE GUIDANCE RESPECTING POSSESSION AND / OR USER OF THE FLAT HEREUNDER INTER –ALIA SHALL INCLUDE THE IMPOSITIONS AND RESTRICTION AS UNDER:-

The Purchaser/Purchasers or Purchaser/Purchasers/ Owners, and other occupiers, if any, of the building, shall not be entitled to use the aforesaid FLAT for the following purposes:-

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1. To use the said “FLAT”, and roof or terrace or any portion thereof in such manner which may or is likely to cause injury, damage, nuisance, or annoyance to the owners or occupiers of the other units, inclusive of flats, nor to use the same for any illegal or immoral purposes in any manner whatsoever.

2. To carry on or permit to be carried on upon the said “FLAT” any offensive or unlawful business whatsoever, nor to do or permit to be done anything in the said flat which may be illegal or forbidden under any law for the time being in force.

3. To demolish or cause to be demolished or damaged the said ‘FLAT’ or any part thereof.

4. To do or permit to be done any act deed or thing may render void or voidable any insurance of any flat, and / or unit, any part thereof, or cause any increase in premium payable in respect thereof.

5. To claim division or partition of the said land and /or the building thereon, and common areas within the same.

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6. To throw or accumulate any dirt, rubbish or other refuse or permit the same to be thrown, or accumulated in the 'FLAT', or any portion of the building housing the same.

7. To avoid the liability or responsibility of repairing any portion, or any component part of the flat hereunder sold and transferred, or fittings and fixtures therein for storing water, sewerages etc. in the event of such portion or part, or fixtures and fittings within the flat, and / or unit demanding repairs thereby causing inconvenience and injuries to other flat owners as may be affected in consequence, nor to avoid obligation for giving free access to the flat portion thereof to men, agents, masons, as may be required by the unit Owners' Association from time to time on request therefore by such Association.

8. To paint outer walls or portion of his flat, common walls or portions of the building, exclusive of the getup thereof, they being entitled to paint inside the walls and portions of his flat only in any colour of his choice.

9. To encroach any common portion of the building, jeopardic the user thereof, nor to encumber any of such portion in any manner whatsoever.

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10. The Purchaser/Purchasers of the flat together with other Purchaser/Purchasers or owners of the other flat shall must have the obligations to form an Association of such unit owners being members thereof for such purpose according to the provisions of Apartment Ownership Act and bye laws as amended upto date, the decisions of the said Association as per unanimous resolutions of the members thereof shall always be binding on the members, be that in relation to guidance of members, or maintenance, safety and security of the building or otherwise as shall be taken in the interest thereof.

IN WITNESS WHEREOF the parties have put their signatures on the day, month and year first above written

SIGNED SEALED & DELIVERED

By the VENDORS and DEVELOPER/CONFIRMING PARTY

Witness:-

1.

.....

2.

Signature of the Vendors
(Constituted attorney of the Vendors)

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Cont.....

Signature of the Developer/Confirming party

SIGNED SEALED AND DELIVERED

Witness:-

1.

2.

.....

Signature of the Purchaser/Purchasers

RECEIVED of and from the within named Purchaser/Purchasers the within mentioned sum of **Rs.(.....)only**, being the full consideration money as per Memo given below.

MEMO OF CONSIDERATION

Witness:-

1.

Cont.....

2.

.....
Signature of the Developer/ Confirming party

**DRAFTED AND PREPARED BY
(BHOLA NATH BASAK)
ADVOCATE,
SEALDAHA CIVIL COURT,
5TH FLOOR, ROOM NO. 501**

**COMPUTARISED BY
ASIM MONDAL**

Cont.....