

DEED OF CONVEYANCE1. **Date :**2. **Place : Kolkata**3. **Parties :**

3.1 **SUBODH KUMAR MAJHI @ SUBODH MAJHI [PAN. ATCPM2399F] & [AADHAAR NO. 583027010762]**, son of Late Srishtidhar Majhi, by faith - Hindu, by occupation - Retired Person, by nationality - Indian, residing at Tarulia, P.O. Krishnapur, P.S. New Town, Kolkata - 700102, District North 24 Parganas, West Bengal.

3.1.1 **KESHAV PRASAD JAISWAL @ KESHAV PRASAD JAISWAL [PAN. ACUPJ7926J] & [AADHAAR NO.....]**, son of Late Ramnath Jaiswal, by faith - Hindu, by occupation - Business, by nationality - Indian, residing at 14, Sakra Para Lane, P.O. Boubazar, P.S. Muchipara, Kolkata - 700012, District - Kolkata, West Bengal.

3.1.2 **SUBHEN GAIN @ SUVEN BIKASH GAIN [PAN. BNLPG3786J] & [AADHAAR NO.436769858184]**, son of Radhakant Gain @ Radhakant Gyne @ Radhakant Gayen @ Radhakanta Gain, by faith - Hindu, by occupation - Business, by nationality - Indian, residing at Sulanguri Dakshin Para, Gouranga Nagar, P.O. Gouranga Nagar, P.S. New Town, Kolkata - 700159, District North 24 Parganas, West Bengal.

3.1.3 **RABI GYNE @ RABIN GAIN [PAN. BELPG9403D] & [AADHAAR NO. 920091346077]**, son of Radhakant Gain @ Radhakant Gyne @ Radhakant Gayen @ Radhakanta Gain, by faith - Hindu, by occupation - Business, by nationality - Indian, residing at Sulanguri Dakshin Para, Gouranga Nagar, P.O. Gouranga Nagar, P.S. New Town, Kolkata - 700159, District North 24 Parganas, West Bengal.

3.1.4 **SWAPAN GAYEN @ SWAPNA GAIN [PAN. BANPG6292C] & [AADHAAR NO. 773609049134]**, son of Radhakant Gain @ Radhakant Gyne @ Radhakant Gayen @ Radhakanta Gain, by faith - Hindu, by occupation - Business, by nationality - Indian, residing at Sulanguri Dakshin Para, Gouranga Nagar, P.O. Gouranga Nagar, P.S. New Town, Kolkata - 700159, District North 24 Parganas, West Bengal.

3.1.5 **PRADIP DAS [PAN. ATYPD3117C] & [AADHAAR NO. 397040877816]**, son of Late Manick Das @ Late Manik Lal Das, by faith - Hindu, by occupation - Self Employed, by nationality - Indian, residing at Ramkrishna Pally, P.O. Gouranga Nagar, P.S. New Town, Kolkata - 700159, District North 24 Parganas, West Bengal.

AD Construction
Debasish Das
Partner

Anjit Bose

- 3.1.6 **BINA DAS [PAN. BSPPD2438F] & [AADHAAR NO. 219765262031]**, wife of Pradip Das, daughter of Gopal Chandra Basu, by faith - Hindu, by occupation - House wife, by nationality - Indian, residing at Ramkrishna Pally, P.O. Gouranga Nagar, P.S. New Town, Kolkata - 700159, District North 24 Parganas, West Bengal.
- 3.1.7 **BIPON BASU [PAN. CAYPB3829C] & [AADHAAR NO. 474573719156]**, son of Biren Basu @ Birendra Nath Basu, by faith - Hindu, by occupation - Business, by nationality - Indian, residing at Ramkrishna Pally, Aswininagar, P.O. Gouranga Nagar, P.S. New Town, Kolkata - 700159, District North 24 Parganas, West Bengal.
- 3.1.8 **BIPLAB BASU [PAN. CAYPB3830K] & [AADHAAR NO. 411483574561]**, son of Biren Basu @ Birendra Nath Basu, by faith - Hindu, by occupation - Business, by nationality - Indian, residing at Ramkrishna Pally, Aswininagar, P.O. Gouranga Nagar, P.S. New Town, Kolkata - 700159, District North 24 Parganas, West Bengal.
- 3.1.9 **SANHITA BISWAS [PAN. BEXPB4610R] & [AADHAAR NO 616829574399]**, wife of Pradip Das, by faith - Hindu, by occupation - Tution, by nationality - Indian, residing at LB-5/1, Purbasha, P.O. Aswininagar, P.S. Baguiati, Kolkata - 700159, District North 24 Parganas, West Bengal.
- 3.1.10 **SOUMEN GHOSH [PAN. AGRPG4353M] & [AADHAAR NO. 361650255805]**, son of Late Sadhan Ghosh, by faith - Hindu, by occupation - Business, by nationality - Indian, residing at 16/19, Hatiara, Jhowtala, P.O. Hatiara, P.S. New Town, Kolkata - 700157, District North 24 Parganas, West Bengal.
- 3.1.11 **SWAPNA GHOSH [PAN. BMYPG8449Q] & [AADHAAR NO. 785712426146]**, wife of Soumen Ghosh, by faith - Hindu, by occupation - Business, by nationality - Indian, residing at 16/19, Hatiara, Jhowtala, P.O. Hatiara, P.S. New Town, Kolkata - 700157, District North 24 Parganas, West Bengal.

The said (1) Subodh Majhi @ Subodh Kumar Majhi, (2) Keshaw Prasad Jaiswal @ Keshav Prasad Jaiswal, (3) Subhen Gain @ Suven Bikash Gain, (4) Rabi Gyne @ Rabin Gain, (5) Swapan Gayen @ Swapan Gain, (6) Pradip Das, (7) Bina Das, (8) Bipun Basu, (9) Biplab Basu, (10) Sanhita Biswas, (11) Soumen Ghosh & (12) Swapna Ghosh, Landowners herein, jointly represented by their constituted attorney, **AD CONSTRUCTION [PAN. ABGFA0140G]**, a Partnership Firm, having its office address at P-19, CIT Road, Scheme-VIII (M), P.O. Ultadanga, P.S. Manicktala, Kolkata - 700 067, District - Kolkata, West Bengal, represented by its Partners namely (1) **AVIJIT BOSE [PAN. AIWPB8626P], [AADHAAR NO. 592357298154] & [MOBILE NO. 9836770322]**, son of Sital Bose, presently residing at Flat No. 3G, 3rd Floor, Ganapati Garden, Block-B, Hatiara Road, P.O. Jyangra, P.S. Baguiati, Kolkata - 700059, District North 24 Parganas, West Bengal & (2) **DEBASISH DATTA [PAN. ADTPD5789R], [AADHAAR NO. 795665917826] &**

[MOBILE NO. 9804633041], son of Dharmadas Datta, residing at P-19, CIT Road, Scheme-VIII (M), P.O. Ultadanga, P.S. Manicktala, Kolkata - 700067, District - Kolkata, West Bengal, Developer herein, by executing several Registered Development Power of Attorney After Registered Development Agreements, as under : **(a)** The said Subodh Kumar Majhi @ Subodh Majhi executed a Registered Development Power of Attorney After Registered Development Agreement, which was registered on 22.09.2017, registered in the office of the A.D.S.R. Rajarhat, New Town, and recorded in Book No. I, Volume No. 1523-2017, Pages 287999 to 288016, being Deed No. 152309688 for the year 2017, **(b)** The said Keshaw Prasad Jaiswal @ Keshab Prasad Jaiswal executed a Registered Development Power of Attorney After Registered Development Agreement, which was registered on 13.02.2018, registered in the office of the A.D.S.R. Rajarhat, New Town, and recorded in Book No. I, Volume No. 1523-2018, Pages 73076 to 73094, being Deed No. 152301719 for the year 2018, **(c)** The said (i) Subhen Gain @ Suven Bikash Gain, (ii) Rabi Gyne @ Rabin Gain & (iii) Swapan Gayen @ Swapan Gain jointly executed a Registered Development Power of Attorney After Registered Development Agreement, which was registered on 09.02.2018, registered in the office of the A.D.S.R. Rajarhat, New Town, and recorded in Book No. I, Volume No. 1523-2018, Pages 63521 to 63544, being Deed No. 152301571 for the year 2018, **(d)** The said (i) Pradip Das & (ii) Bina Das jointly executed a Registered Development Power of Attorney, which was registered on 13.07.2018, registered in the office of the A.D.S.R. Rajarhat, New Town, and recorded in Book No. I, Volume No. 1523-2018, Pages 266756 to 266776, being Deed No. 152307935 for the year 2018, **(e)** The said (i) Bipon Basu & (ii) Biplab Basu, jointly executed a Registered Development Power of Attorney, which was registered on, registered in the office of the A.D.S.R. Rajarhat, New Town, and recorded in Book No. I, Volume No., Pages to, being Deed No. for the year, **(f)** The said Sanhita Biswas executed a Registered Development Power of Attorney, which was registered on 29.07.2021, registered in the office of the A.D.S.R. Rajarhat, New Town, and recorded in Book No. I, Volume No. 1523-2021, Pages 320190 to 320216, being Deed No. 152307614 for the year 2021 & **(g)** The said (i) Soumen Ghosh & (ii) Swapan Ghosh jointly executed a Registered Development Power of Attorney, which was registered on, registered in the office of the A.D.S.R. Rajarhat, New Town, and recorded in Book No. I, Volume No., Pages to, being Deed No. for the year

Hereinafter jointly and collectively called and referred to as the **“LANDOWNERS/VENDORS”** (which expression shall unless excluded by or repugnant to the context be deemed to mean and include their heirs, executors, administrators, representatives and assigns) of the **FIRST PART**.

AND

3.2 **[PAN.]**, **[AADHAAR NO.]** & **[MOBILE NO.]**, son/wife/daughter of
, by faith -, by occupation -
, by nationality - Indian, residing at
, P.O., P.S.
, District -, Pin -, State -

Hereinafter called and referred to as the **"PURCHASER"** (which terms and expression shall unless excluded by or repugnant to the context be deemed to mean and include his/her heirs, executors, administrators, representatives and assigns) of the **SECOND PART**.

AND

3.3 **AD CONSTRUCTION [PAN. ABGFAO140G]**, a Partnership Firm, having its office address at P-19, CIT Road, Scheme-VIII (M), P.O. Ultadanga, P.S. Manicktala, Kolkata - 700 067, District - Kolkata, West Bengal, represented by its Partners namely (1) **AVIJIT BOSE [PAN. AIWPB8626P], [AADHAAR NO. 592357298154] & [MOBILE NO. 9836770322]**, son of Sital Bose, by faith - Hindu, by occupation - Business, by nationality - Indian, presently residing at Flat No. 3G, 3rd Floor, Ganapati Garden, Block-B, Hatiara Road, P.O. Jyangra, P.S. Baguiati, Kolkata - 700059, District North 24 Parganas, West Bengal & (2) **DEBASISH DATTA [PAN. ADTPD5789R], [AADHAAR NO. 795665917826] & [MOBILE NO. 9804633041]**, son of Dharmadas Datta, by faith - Hindu, by occupation - Business, by nationality - Indian, residing at P-19, CIT Road, Scheme-VIII (M), P.O. Ultadanga, P.S. Manicktala, Kolkata - 700067, District - Kolkata, West Bengal.

Hereinafter called and referred to as the **"DEVELOPER/CONFIRMING PARTY"** (which terms and expression shall unless excluded by or repugnant to the context be deemed to mean and include its/their director in office, office bearers, executors, administrators, representatives and assigns) of the **THIRD PART**.

Landowners/Vendors, Purchaser/s and the Developer/Confirming Party collectively Parties and individually Party.

NOW THIS DEED OF CONVEYANCE WITNESSETH AS FOLLOWS :-

4. **Subject Matter of Conveyance :**

4.1 **Transfer of Said Flat & Appurtenances :**

4.1.1 **Said Flat/Said Property : ALL THAT** piece and parcel of one independent and complete residential flat, being **Flat No. '.....'**, on the **Floor**, **Side**, in

‘Block-.....’, measuring **Square Feet be the same a little more or less of super built up area**, lying and situated in the building complex namely “**MOHOR KUNJHA**”, morefully described in the Second Schedule hereunder written, lying and situated on the amalgamated plot of land, which is morefully described in the First Schedule hereinafter written, together with undivided proportionate share of land, common areas, common amenities and common facilities of the said said property, lying in the said building/complex [**SOLD PROPERTY/SAID PROPERTY**].

5. **BACKGROUND, REPRESENTATIONS, WARRANTIES AND COVENANTS :**

5.1 **Representations and Warranties Regarding Title :** The Landowners/Vendors and the Developer/Confirming Party have made the following representation and given the following warranty to the Purchasers regarding title.

5.1.1 **CHAIN AND TITLE REGARDING ABSOLUTE JOINT AND AMALGAMATED OWNERSHIP OF (1) SUBODH MAJHI @ SUBODH KUMAR MAJHI, (2) KESHAW PRASAD JAISWAL @ KESHAV PRASAD JAISWAL, (3) SUBHEN GAIN @ SUVEN BIKASH GAIN, (4) RABI GYNE @ RABIN GAIN, (5) SWAPAN GAYEN @ SWAPAN GAIN, (6) PRADIP DAS, (7) BINA DAS, (8) BIPON BASU, (9) BIPLAB BASU, (10) SANHITA BISWAS, (11) SOUMEN GHOSH & (12) SWAPNA GHOSH, LANDOWNERS HEREIN, IN RESPECT OF THE FIRST SCHEDULE PROPERTY, AS IS UNDER :**

5.1.1.1 **Chain and Title Regarding Absolute Ownership of Subodh Kumar Majhi @ Subodh Majhi (Landowner No. 3.1 herein), as under :**

5.1.1.1.1 **Absolute Recorded Ownership of Subodh Kumar Majhi @ Subodh Majhi :** The said Subodh Kumar Majhi @ Subodh Majhi (one of the owners herein), is the absolute recorded owner of land measuring **10 (Ten) Decimals more or less** out of the total land in dag measuring 30 (Thirty) Decimals more or less (having share 0.3333) in **R.S./L.R. Dag No. 3091**, AND ALSO land measuring **4.6662 (Four Point Six Six Six Two) Decimals more or less** out of the total land in dag measuring 14 (Fourteen) Decimals more or less (having share 0.3333) (yet his name is recorded in respect of land measuring 5 (Five) Decimals more or less in **R.S./L.R. Dag No. 3092**, in total plot of land measuring **14.6662 (Fourteen Point Six Six Six Two) Decimals more or less** equivalent to land measuring 8 (Eight) Cottahs 14 (Fourteen) Chittacks 0 (Zero) sq.ft. more or less, comprised in **R.S./L.R. Dag Nos. 3091 & 3092**, under **L.R. Khatian No. 7903 (in the name of Subodh Kumar Majhi @ Subodh Majhi)**, lying and situated at **Mouza - Ghuni**, J.L. No. 23, Re. Sa. No. 232, Touzi No. 178, Pargana - Kalikata, P.S. Rajarhat presently New Town, A.D.S.R.O. Rajarhat, New Town, within the local limit of Jyangra Hatiara 2 No. Gram Panchayet, in the District North 24 Parganas.

5.1.1.1.2 **Conversion of Land :** The said Subodh Kumar Majhi @ Subodh Majhi duly applied before the concerned BL&LRO, Rajarhat, District North 24 Parganas, for conversion of land from 'Sali' to 'Bastu' in L.R. Khatian No. 7903, and the concerned BL&LRO, Rajarhat, District North 24 Parganas duly changed the nature of the said land from 'Sali' to 'Bastu' vide (1) Memo No. CON/6343/BLRO/RAJ/18 dated 11.02.2021 & (2) Memo No. CON/6344/BLRO/RAJ/18 dated 11.02.2021.

5.1.1.2 **Chain and Title Regarding Absolute Ownership of Keshav Prasad Jaiswal @ Keshav Prasad Jaiswal (Landowner No. 3.1.1 herein), as under :**

5.1.1.2.1 **Absolute Ownership of Ramnath Mau :** One Ramnath Mau was the absolute owner of land measuring 14.50 (Fourteen Point Five Zero) Decimals more or less, comprised in C.S. Dag No. 2889 & 2890 corresponding to R.S. Dag No. 3091 & 3092, under C.S Khatian No. 195/1, R.S. Khatian No. 367, in Mouza - Ghuni, J.L. No. 23, Re. Sa. No. 232, Touzi No. 178, Pargana - Kalikata, P.S. Rajarhat, in the District North 24 Parganas, by purchasing the same from one Sishu Ranjan Mondal & others, by the strength of a Registered Deed of Conveyance, registered on 23.04.1962, registered in the office of the Sub-Registrar, Cossipore Dum Dum, and recorded in Book No. I, Volume No. 559, Pages 58 to 59, being Deed No. 3276 for the year 1962.

5.1.1.2.2 **Demise of Ramnath Mau :** The said Ramnath Mau died intestate, leaving behind his only wife namely Basamati Mau, as his only legal heir and successor in respect of the aforesaid property, left by the said Ramnath Mau, since deceased.

5.1.1.2.3 **Sale by the said Basamati Mau to one Hazari Barui :** The said Basamati Mau sold, transferred and convey the aforesaid plot of land measuring 14.50 (Fourteen Point Five Zero) Decimals more or less, comprised in C.S. Dag No. 2889 & 2890 corresponding to R.S. Dag No. 3091 & 3092, under C.S Khatian No. 195/1, R.S. Khatian No. 367, in Mouza - Ghuni, J.L. No. 23, Re. Sa. No. 232, Touzi No. 178, Pargana - Kalikata, P.S. Rajarhat, in the District North 24 Parganas, to one Hazari Barui, son of Late Adhar Chandra Barui, by the strength of a Registered Deed of Conveyance, registered on 10.10.1980, registered in the office of the Sub-Registrar, Cossipore Dum Dum, and recorded in Book No. I, Volume No. 1439, Pages 183 to 185, being Deed No. 7780 for the year 1980.

5.1.1.2.4 **Sale by the said Hazari Barui to one Sarbeswar Mondal :** The said Hazari Barui plotted the aforesaid total land and sold, transferred and conveyed a plot of land measuring 2 (Two) Decimals more or less in R.S. Dag No. 3091, AND ALSO land measuring 1.50 (One Point Five Zero) Decimals more or less in R.S. Dag No. 3092, in total land measuring 3.50 (Three Point Five Zero) Decimals more or less equivalent to land measuring 2 (Two) Cottahs 2 (Two) Chittacks 0 (Zero) sq.ft. more or less, being Plot No. 2, comprised in R.S. Dag Nos. 3091 & 3092, under R.S. Khatian No. 367, in Mouza - Ghuni, J.L. No. 23, Re. Sa. No. 232, Touzi No. 178, Pargana - Kalikata, P.S. Rajarhat, in the District North 24

Parganas, to one Sarbeswar Mondal, son of Priyanath Mondal, by the strength of a Registered Deed of Conveyance, registered in the office of the A.D.S.R. Bidhannagar, Salt Lake City, and recorded in Book No. I, Volume No. 94, Pages 217 to 226, being Deed No. 4650 for the year 1988.

5.1.1.2.5 **Record by Sarbeswar Mondal** : After purchasing the aforesaid plot of land, the said Sarbeswar Mondal duly recorded his name in the record of the L.R. Settlement, in L.R. Khatian No. 1914/2.

5.1.1.2.6 **Sale by the said Sarbeswar Mondal to (1) Keshaw Prasad Jaiswal @ Keshav Prasad Jaiswal, (2) Shyamlal Khandelwal & (3) Raghubar Dayal Khandelwal** : The said Sarbeswar Mondal sold, transferred and conveyed, the aforesaid plot of land measuring 2 (Two) Decimals more or less in R.S./L.R. Dag No. 3091, AND ALSO land measuring 1.50 (One Point Five Zero) Decimals more or less in R.S./L.R. Dag No. 3092, in total land measuring 3.50 (Three Point Five Zero) Decimals more or less equivalent to land measuring 2 (Two) Cottahs 2 (Two) Chittacks 0 (Zero) sq.ft. more or less, comprised in R.S./L.R. Dag Nos. 3091 & 3092, under R.S. Khatian No. 367, L.R. Khatian No. 1914/2, in Mouza - Ghuni, J.L. No. 23, Re. Sa. No. 232, Touzi No. 178, Pargana - Kalikata, P.S. Rajarhat, in the District North 24 Parganas, to one (1) Keshaw Prasad Jaiswal @ Keshav Prasad Jaiswal, (2) Shyamlal Khandelwal & (3) Raghubar Dayal Khandelwal, by the strength of a Registered Deed of Conveyance, registered on 12.12.2007, registered in the office of the A.D.S.R. Bidhannagar, Salt Lake City, and recorded in Book No. I, CD Volume No. 5, Pages 9944 to 9959, being Deed No. 06775 for the year 2007, and each having undivided 1/3rd share in the aforesaid property.

5.1.1.2.7 **Joint Sale by the said (1) Shyamlal Khandelwal & (2) Raghubar Dayal Khandelwal to their co-owner, the said Keshaw Prasad Jaiswal @ Keshav Prasad Jaiswal** : The said (1) Shyamlal Khandelwal & (2) Raghubar Dayal Khandelwal, jointly sold, transferred and conveyed their undivided joint 2/3rd share in the aforesaid plot of land measuring 2.34 (Two Point Three Four) Decimals more or less being undivided 2/3rd share in the aforesaid total land measuring 3.50 (Three Point Five Zero) Decimals more or less, comprised in R.S./L.R. Dag Nos. 3091 & 3092, under R.S. Khatian No. 367, L.R. Khatian No. 1914/2, in Mouza - Ghuni, J.L. No. 23, Re. Sa. No. 232, Touzi No. 178, Pargana - Kalikata, P.S. Rajarhat, in the District North 24 Parganas, to their co-owner, the said Keshaw Prasad Jaiswal @ Keshav Prasad Jaiswal, by the strength of a Registered Deed of Conveyance, registered on 05.04.2013, registered in the office of the A.D.S.R. Rajarhat, New Town, and recorded in Book No. I, CD Volume No. 6, Pages 6124 to 6143, being Deed No. 03997 for the year 2013.

5.1.1.2.8 **Absolute Ownership of Keshaw Prasad Jaiswal @ Keshav Prasad Jaiswal under (1) Deed No. 06775 for the year 2007 & (2) Deed No. 03997 for the year 2013** : Thus on the basis of his own undivided 1/3rd share received through the aforesaid Registered

Deed of Conveyance bearing Deed No. 06775 for the year 2007, and on the basis of the undivided 2/3rd share received through the aforesaid Registered Deed of Conveyance bearing Deed No. 03997 for the year 2013, the said Keshaw Prasad Jaiswal @ Keshav Prasad Jaiswal (Landowner No. 3.1.1 herein), became the absolute sole owner of the aforesaid total plot of land measuring 2 (Two) Decimals more or less in R.S./L.R. Dag No. 3091, AND ALSO land measuring 1.50 (One Point Five Zero) Decimals more or less in R.S./L.R. Dag No. 3092, in total land measuring 3.50 (Three Point Five Zero) Decimals more or less equivalent to land measuring 2 (Two) Cottahs 2 (Two) Chittacks 0 (Zero) sq.ft. more or less, comprised in R.S./L.R. Dag Nos. 3091 & 3092, under R.S. Khatian No. 367, L.R. Khatian No. 1914/2, in Mouza - Ghuni, J.L. No. 23, Re. Sa. No. 232, Touzi No. 178, Pargana - Kalikata, P.S. Rajarhat, in the District North 24 Parganas.

- 5.1.1.2.9 **L.R. Record & Conversion of Land** : The said Keshaw Prasad Jaiswal @ Keshav Prasad Jaiswal (Landowner No. 3.1.1 herein), duly recorded his name in the record of the L.R. Settlement, in L.R. Khatian No. 8180.

The said Keshaw Prasad Jaiswal @ Keshav Prasad Jaiswal duly applied before the concerned BL&LRO, Rajarhat, District North 24 Parganas, for conversion of land from 'Sali' to 'Bastu' in L.R. Khatian No. 8180, and the concerned BL&LRO, Rajarhat, District North 24 Parganas duly changed the nature of the said land from 'Sali' to 'Bastu' vide memo No. CON/1512/BLRO/RAJ/18 dated 02.04.2019.

- 5.1.1.3 **Chain and Title Regarding Absolute Joint Ownership of (1) Subhen Gain @ Suven Bikash Gain, (2) Rabi Gyne @ Rabin Gain & (3) Swapan Gayen @ Swapan Gain (Landowner No. 3.1.2 to 3.1.4 herein), as under :**

- 5.1.1.3.1 **Sale by the said Hazari Barui @ Hazari Lal Barui to (1) Subhen Gain @ Suven Bikash Gain, (2) Rabi Gyne @ Rabin Gain & (3) Swapan Gayen @ Swapan Gain** : The said Hazari Barui @ Hazari Lal Barui, out of his purchased land (as described in Clause No. 5.1.1.2.3), sold, transferred and conveyed a plot of land measuring **4 (Four) Cottahs 4 (Four) Chittacks 0 (Zero) sq.ft. more or less**, comprised in R.S. Dag No. 3091 & 3092, under R.S. Khatian No. 367, in Mouza - Ghuni, J.L. No. 23, Re. Sa. No. 232, Touzi No. 178, Pargana - Kalikata, P.S. Rajarhat, in the District North 24 Parganas, to one (1) Subhen Gain @ Suven Bikash Gain, (2) Rabi Gyne @ Rabin Gain & (3) Swapan Gayen @ Swapan Gain (Landowner Nos. 3.1.2 to 3.1.4 herein), by the strength of a Registered Deed of Conveyance, registered on 07.06.1988, registered in the office of the A.D.S.R. Bidhannagar, Salt Lake City, and recorded in Book No. I, Volume No. 94, Pages 227 to 236, being Deed No. 4651 for the year 1988.

- 5.1.1.3.2 **L.R. Records** : After purchasing the aforesaid property, the said (1) Subhen Gain @ Suven Bikash Gain, (2) Rabi Gyne @ Rabin Gain & (3) Swapan Gayen @ Swapan Gain duly

recorded their names in the record of the L.R. Settlement in L.R. Khatian Nos. 1917/2, 1638/3 & 1900/4, respectively.

5.1.1.3.3 **Absolute Joint Ownership of (1) Subhen Gain @ Suven Bikash Gain, (2) Rabi Gyne @ Rabin Gain & (3) Swapan Gayen @ Swapan Gain under Deed No. 4651 for the year 1988** : Thus on the basis of the aforementioned Registered Deed of Conveyance, bearing Deed No. 4651 for the year 1988 and on the basis of the L.R. Records as described above, the said (1) Subhen Gain @ Suven Bikash Gain, (2) Rabi Gyne @ Rabin Gain & (3) Swapan Gayen @ Swapan Gain, became the absolute joint owners of **ALL THAT** piece and parcel of land measuring 2 (Two) Cottahs 13 (Thirteen) Chittacks 19 (Nineteen) sq.ft. more or less in R.S./L.R. Dag No. 3091, AND ALSO land measuring 1 (One) Cottah 6 (Six) Chittacks 26 (Twenty Six) sq.ft. more or less in R.S./L.R. Dag No. 3092, **in total a plot of land measuring 4 (Four) Cottahs 4 (Four) Chittacks 0 (Zero) sq.ft. more or less**, comprised in **R.S./L.R. Dag Nos. 3091 & 3092**, under R.S. Khatian No. 367, **L.R. Khatian Nos. 1917/2, 1638/3 & 1900/4**, lying and situate at **Mouza - Ghuni**, J.L. No. 23, Re. Sa. No. 232, Touzi No. 178, Pargana - Kalikata, P.S. Rajarhat presently New Town, within the local limit of Jyangra Hatiara 2 No. Gram Panchayet, in the District North 24 Parganas.

5.1.1.3.4 **Conversion of Land** : The said (1) Subhen Gain @ Suven Bikash Gain, (2) Rabi Gyne @ Rabin Gain & (3) Swapan Gayen @ Swapan Gain duly applied before the concerned BL&LRO, Rajarhat, District North 24 Parganas, for conversion of land from 'Sali' to 'Bastu' in L.R. Khatian No. 1917/2, 1638/3 & 1900/4, and the concerned BL&LRO, Rajarhat, District North 24 Parganas duly changed the nature of the said land from 'Sali' to 'Bastu' vide (1) Memo No. CON/2345/BLRO/RAJ/18 dated 03.02.2021, (2) Memo No. CON/2346/BLRO/RAJ/18 dated 03.02.2021 & (3) Memo No. CON/2344/BLRO/RAJ/18 dated 03.02.2021.

5.1.1.4 **Chain and Title Regarding Absolute Joint Ownership of (1) Pradip Das & (2) Bina Das (Landowner Nos. 3.1.5 to 3.1.6 herein), as under :**

5.1.1.4.1 **Absolute Recorded Ownership of Panchanan Majhi** : In L.R. Settlement, one Panchanan Majhi, son of Late Balai Majhi, was the absolute recorded owner of land measuring 2 (Two) Decimals more or less out of the total land in dag measuring 30 (Thirty) Decimals more or less in R.S./L.R. Dag No. 3091, AND ALSO land measuring 1 (One) Decimals more or less out of the total land in dag measuring 14 (Fourteen) Decimals more or less in R.S./L.R. Dag No. 3092, in total land measuring 3 (Three) Decimals more or less, comprised in R.S./L.R. Dag Nos. 3091 & 3092, under R.S. Khatian No. 367, L.R. Khatian No. 1114 (in the name of Panchanan Majhi), in Mouza - Ghuni, J.L. No. 23, Re. Sa. No. 232, Touzi No. 10, Pargana - Kalikata, P.S. Rajarhat, within the local limit of Jyangra Hatiara 2 No. Gram Panchayet, in the District North 24 Parganas.

- 5.1.1.4.2 **Registered General Power of Attorney Executed by Panchanan Majhi in favour of Ullasini Gain** : The said Panchanan Majhi executed a Registered General Power of Attorney, appointing one Ullasini Gain, wife of Rabi Gain, as his constituted attorney, with power to sell, transfer and convey his aforesaid land and/or any part of it. The said General Power of Attorney was registered on 10.02.2003, registered in the office of the A.D.S.R. Bidhannagar, Salt Lake City, and recorded in Book No. IV, being Deed No. 00054 for the year 2003.
- 5.1.1.4.3 **Sale by the said Panchanan Majhi to one (1) Pradip Das & (2) Bina Das** : The said Panchanan Majhi, son of Late Balai Majhi, through his constituted attorney, Ullasini Gain, sold, transferred and conveyed their aforesaid plot of land measuring 2 (Two) Decimals more or less in R.S./L.R. Dag No. 3091, AND ALSO land measuring 1 (One) Decimals more or less in R.S./L.R. Dag No. 3092, in total land measuring 3 (Three) Decimals more or less, comprised in R.S./L.R. Dag Nos. 3091 & 3092, under R.S. Khatian No. 367, L.R. Khatian No. 1114 (in the name of Panchanan Majhi), in Mouza - Ghuni, J.L. No. 23, Re. Sa. No. 232, Touzi No. 10, Pargana - Kalikata, P.S. Rajarhat, within the local limit of Jyangra Hatiara 2 No. Gram Panchayet, in the District North 24 Parganas, to one (1) Pradip Das & (2) Bina Das (Landowner Nos. 3.1.5 to 3.1.6 herein), by the strength of a Registered Deed of Conveyance, registered on 26.02.2003, registered in the office of the A.D.S.R. Bidhannagar, Salt Lake City, and recorded in Book No. I, Volume No. 142, Pages 26 to 35, being Deed No. 02456 for the year 2003.
- 5.1.1.4.4 **L.R. Records** : After purchasing the aforesaid plot of land, the said (1) Pradip Das & (2) Bina Das, duly recorded their names in the record of the L.R. Settlement, in L.R. Khatian Nos. 3310 & 3311 respectively.
- 5.1.1.4.5 **Absolute Joint Ownership of (1) Pradip Das & (2) Bina Das under Deed No. 02456 for the year 2003** : Thus on the basis of the aforementioned Registered Deed of Conveyance, bearing Deed No. 02456 for the year 2003, the said (1) Pradip Das & (2) Bina Das (Landowner Nos. 3.1.5 to 3.1.6 herein), became the absolute joint owners of **ALL THAT** piece and parcel of land measuring 2 (Two) Decimals more or less in R.S./L.R. Dag No. 3091, AND ALSO land measuring 1 (One) Decimals more or less in R.S./L.R. Dag No. 3092, **in total land measuring 3 (Three) Decimals more or less equivalent to land measuring 2 (Two) Cottahs be the same a little more or less**, comprised in **R.S./L.R. Dag Nos. 3091 & 3092**, under R.S. Khatian No. 367, **L.R. Khatian Nos. 3310 & 3311**, lying and situate at **Mouza - Ghuni**, J.L. No. 23, Re. Sa. No. 232, Touzi No. 10, Pargana - Kalikata, P.S. formerly Rajarhat presently New Town, within the local limit of Jyangra Hatiara 2 No. Gram Panchayet, in the District North 24 Parganas.
- 5.1.1.4.6 **Conversion of Land** : The said (1) Pradip Das & (2) Bina Das duly applied before the concerned BL&LRO, Rajarhat, District North 24 Parganas, for conversion of land from 'Sali' to 'Bastu' in L.R. Khatian Nos. 3310 & 3311, and the concerned BL&LRO, Rajarhat,

District North 24 Parganas duly changed the nature of the said land from 'Sali' to 'Bastu' vide (1) Memo No. CON/6346/BLRO/RAJ/18 dated 11.02.2021 & (2) Memo No. CON/6345/BLRO/RAJ/18 dated 11.02.2021.

5.1.1.5 **Chain and Title Regarding Absolute Joint Ownership of (1) Bipon Basu & (2) Biplab Basu (Landowner Nos. 3.1.7 to 3.1.8 herein), as under :**

5.1.1.5.1 **Absolute Ownership of Bholanath Majhi :** One Bholanath Majhi, son of Late Balai Majhi, was the absolute owner of land measuring 2 (Two) Decimals more or less out of the total land in dag measuring 30 (Thirty) Decimals more or less in R.S./L.R. Dag No. 3091, AND ALSO land measuring 1 (One) Decimals more or less out of the total land in dag measuring 14 (Fourteen) Decimals more or less in R.S./L.R. Dag No. 3092, in total land measuring 3 (Three) Decimals more or less, comprised in R.S./L.R. Dag Nos. 3091 & 3092, under L.R. Khatian No. 1343 (in the name of Bholanath Majhi), in Mouza - Ghuni, J.L. No. 23, Re. Sa. No. 232, Touzi No. 10, Pargana - Kalikata, P.S. Rajarhat, within the local limit of Jyangra Hatiara 2 No. Gram Panchayet, in the District North 24 Parganas.

5.1.1.5.2 **Sale by the said Bholanath Majhi to one Chinta Basu @ Chinta Rani Basu :** The said Bholanath Majhi, sold, transferred and conveyed the aforesaid plot of land measuring 2 (Two) Decimals more or less in R.S./L.R. Dag No. 3091, AND ALSO land measuring 1 (One) Decimals more or less in R.S./L.R. Dag No. 3092, in total land measuring 3 (Three) Decimals more or less, comprised in R.S./L.R. Dag Nos. 3091 & 3092, under L.R. Khatian No. 1343 (in the name of Bholanath Majhi), in Mouza - Ghuni, J.L. No. 23, Re. Sa. No. 232, Touzi No. 10, Pargana - Kalikata, P.S. Rajarhat, within the local limit of Jyangra Hatiara 2 No. Gram Panchayet, in the District North 24 Parganas, to one Chinta Basu @ Chinta Rani Basu, wife of Biren Basu @ Birendra Nath Basu, by the strength of a Registered Deed of Conveyance, registered on 05.09.2007, registered in the office of the A.D.S.R. Bidhannagar, Salt Lake City, and recorded in Book No. I, CD Volume No. 1, Pages 4112 to 4127, being Deed No. 00218 for the year 2008.

5.1.1.5.3 **L.R. Record :** The said Chinta Basu @ Chinta Rani Basu duly recorded her name in the record of the L.R. Settlement in L.R. Khatian No. 3846.

5.1.1.5.4 **Absolute Recorded Ownership of Kalipada Majhi :** One Kalipada Majhi, son of Late Balai Majhi, was the absolute recorded owner of land measuring 3 (Three) Decimals more or less, comprised in R.S./L.R. Dag Nos. 3091 & 3092, under L.R. Khatian No. 514 (in the name of Kalipada Majhi), in Mouza - Ghuni, J.L. No. 23, Re. Sa. No. 232, Touzi No. 10, Pargana - Kalikata, P.S. Rajarhat, within the local limit of Jyangra Hatiara 2 No. Gram Panchayet, in the District North 24 Parganas.

5.1.1.5.5 **Demise of Kalipada Majhi :** The said Kalipada Majhi died intestate, leaving behind his wife namely Mola Majhi @ Mongala Majhi, six sons namely (1) Manmatha Majhi, (2) Bablu

Majhi, (3) Astom Majhi, (4) Prabhas Majhi, (5) Gour Majhi & (6) Nemaï Majhi, and three daughters namely (1) Chhaya Mondal, (2) Maya Majhi & (3) Maharani Mondal, as his heirs and successors in interest in respect of the aforesaid property, left by the said Kalipada Majhi, since deceased.

- 5.1.1.5.6 **Demise of Prabhas Majhi** : The said Prabhas Majhi, son of Late Kalipada Majhi died intestate, leaving behind his wife namely Mina Majhi and only son namely Pranab Majhi, as his heirs and successors in interest in respect of his share in the aforesaid property, left by the said Prabhas Majhi, since deceased, in the estate of the said Kalipada Majhi, since deceased.
- 5.1.1.5.7 **Demise of Gour Majhi** : The said Gour Majhi, son of Late Kalipada Majhi died intestate, leaving behind his wife namely Doly Majhi and only daughter namely Moumita Majhi, as his heirs and successors in interest in respect of his share in the aforesaid property, left by the said Gour Majhi, since deceased, in the estate of the said Kalipada Majhi, since deceased.
- 5.1.1.5.8 **Registered General Power of Attorney Executed by the said (1) Nemaï Majhi, (2) Maharani Mondal, (3) Mina Majhi, (3A) Pranab Majhi, (4) Doly Majhi & (4A) Moumita Majhi in favour of Apurba Kumar Biswas** : The said (1) Nemaï Majhi, (2) Maharani Mondal, (3) Mina Majhi, (3A) Pranab Majhi, (4) Doly Majhi & (4A) Moumita Majhi, jointly executed a Registered General Power of Attorney, appointing their constituted attorney, Apurba Kumar Biswas, son of Niranjan Biswas as their constituted attorney with power to sell, transfer and convey their joint share in the aforesaid total land, to any third parties. The said General Power of Attorney was registered on 16.09.2014, registered in the office of the A.D.S.R. Rajarhat, New Town, and recorded in Book No. IV, CD Volume No. 2, Pages 974 to 986, being Deed No. 1083 for the year 2014.
- 5.1.1.5.9 **Joint Sale by the said (1) Nemaï Majhi, (2) Maharani Mondal, (3) Mina Majhi, (3A) Pranab Majhi, (4) Doly Majhi & (4A) Moumita Majhi to one (1) Bipon Basu & (2) Biplab Basu** : The said (1) Nemaï Majhi, (2) Maharani Mondal, (3) Mina Majhi, (3A) Pranab Majhi, (4) Doly Majhi & (4A) Moumita Majhi, through their aforesaid constituted attorney, Apurba Kumar Biswas, sold, transferred and conveyed their share in the aforesaid total plot of land measuring 0.97 (Zero Point Nine Seven) Decimals more or less equivalent to 0 (Zero) Cottah 9 (Nine) Chittacks 18 (Eighteen) sq.ft. more or less out of the aforesaid total plot of land, comprised in R.S./L.R. Dag Nos. 3091 & 3092, under L.R. Khatian No. 514 (in the name of Kalipada Majhi), in Mouza - Ghuni, J.L. No. 23, Re. Sa. No. 232, Touzi No. 10, Pargana - Kalikata, P.S. Rajarhat, within the local limit of Jyangra Hatiara 2 No. Gram Panchayet, in the District North 24 Parganas, to one (1) Bipon Basu & (2) Biplab Basu, by the strength of a Registered Deed of Conveyance, registered on 28.01.2015, registered in the office of the A.D.S.R. Rajarhat, New Town, and recorded in Book No. I, CD Volume No. 2, Pages 2079 to 2093, being Deed No. 00663 for the year 2015.

- 5.1.1.5.11 **Sale by the said Astom Majhi to the said (1) Bipon Basu & (2) Biplab Basu** : The said Astom Majhi, sold, transferred and conveyed his share in the aforesaid total plot of land measuring 0.25 (Zero Point Two Five) Decimals more or less equivalent to 0 (Zero) Cottah 2 (Two) Chittacks 15 (Fifteen) sq.ft. more or less out of the aforesaid total plot of land, comprised in R.S./L.R. Dag Nos. 3091 & 3092, under L.R. Khatian No. 514 (in the name of Kalipada Majhi), in Mouza - Ghuni, J.L. No. 23, Re. Sa. No. 232, Touzi No. 10, Pargana - Kalikata, P.S. Rajarhat, within the local limit of Jyangra Hatiara 2 No. Gram Panchayet, in the District North 24 Parganas, to the said (1) Bipon Basu & (2) Biplab Basu, by the strength of a Registered Deed of Conveyance, registered on 11.05.2017, registered in the office of the A.D.S.R. Rajarhat, New Town, and recorded in Book No. I, Volume No. 1523-2017, Pages 112802 to 112822, being Deed No. 152303876 for the year 2017.
- 5.1.1.5.12 **Absolute Joint Ownership of (1) Bipon Basu & (2) Biplab Basu under (1) Deed No. 00663 for the year 2015 & (2) Deed No. 152303876 for the year 2017** : Thus on the basis of the aforementioned two Registered Deeds of Conveyance, bearing (1) Deed No. 00663 for the year 2015 & (2) Deed No. 152303876 for the year 2017, the said (1) Bipon Basu & (2) Biplab Basu, became the absolute joint owners of ALL THAT piece and parcel of land measuring 0.83 (Zero Point Eight Three) Decimals more or less in R.S./L.R. Dag No. 3091, AND ALSO land measuring 0.39 (Zero Point Three Nine) Decimals more or less in R.S./L.R. Dag No. 3092, in total land measuring 1.22 (One Point Two Two) Decimals more or less equivalent to land measuring 0 (Zero) Cottah 11 (Eleven) Chittacks 33 (Thirty Three) sq.ft. more or less, comprised in R.S./L.R. Dag Nos. 3091 & 3092, under L.R. Khatian No. 514 (in the name of Kalipada Majhi), in Mouza - Ghuni, J.L. No. 23, Re. Sa. No. 232, Touzi No. 10, Pargana - Kalikata, P.S. Rajarhat, within the local limit of Jyangra Hatiara 2 No. Gram Panchayet, in the District North 24 Parganas.
- 5.1.1.5.13 **L.R. Record** : The said (1) Bipon Basu & (2) Biplab Basu, duly recorded their names in the record of the L.R. Settlement, in L.R. Khatian Nos. 8432 & 8433 respectively.
- 5.1.1.5.14 **Registered Development Agreement Executed by the said (1) Chinta Basu @ Chinta Rani Basu, since deceased, (2) Bipon Basu & (2A) Biplab Basu** : It is to be mentioned here that the said (1) Chinta Basu @ Chinta Rani Basu, since deceased, (2) Bipon Basu & (2A) Biplab Basu, jointly executed a Registered Development Agreement in respect of their aforesaid property with present Developer, A.D Construction, with some terms and condition mentioned therein. The said Registered Deed Of Development Agreement was registered on 19.11.2018, registered in the office of the A.D.S.R. Rajarhat, New Town, and recorded in Book No. I Volume No. 1523-2018, Pages 425169 to 425214, being Deed No. 152312766 for the year 2018.

It is to be mentioned here that in accordance with the said Registered Development Agreement dated 19.11.2018, being Deed No. 152312766 for the year 2018, the said

Bipon Basu & Biplab Basu along with their mother/co-owner, Chinta Basu @ Chinta Rani Basu, since deceased, jointly received Rs.3,80,000/- (Rupees Three Lakh Eighty Thousand) only as refundable amount from the AD Construction, Developer herein, which is duly acknowledged by the said (1) Bipon Basu & (2) Biplab Basu.

5.1.1.5.15 **Demise of Chinta Basu @ Chinta Rani Basu :** The said Chinta Basu @ Chinta Rani Basu died intestate on 28.04.2021, leaving behind her aforesaid two sons namely (1) Bipon Basu & (2) Biplab basu, as her heirs and successors in interest in respect of her aforesaid property, left by the said Chinta Basu @ Chinta Rani Basu, since deceased. It is to be mentioned here that husband of the said Chinta Basu @ Chinta Rani Basu, since deceased namely Biren Basu @ Birendra Nath Basu, who died intestate on 15.10.2020 before the demise of the said Chinta Basu @ Chinta Rani Basu, since deceased.

5.1.1.5.16 **Absolute Total/Joint Ownership of (1) Bipon Basu & (2) Biplab Basu :** Thus on the basis of the aforementioned facts and circumstances and on the basis of their own ownership and on the basis of inheritance received from their deceased mother, Chinta Basu @ Chinta Rani Basu, the said (1) Bipon Basu & (2) Biplab Basu (Landowner Nos. 3.1.7 to 3.1.8 herein), are the absolute joint owners of **ALL THAT** piece and parcel of land measuring 2.83 (Two Point Eight Three) Decimals more or less in R.S./L.R. Dag No. 3091, AND ALSO land measuring 1.39 (One Point Three Nine) Decimals more or less in R.S./L.R. Dag No. 3092, in total land measuring **4.22 (Four Point Two Two) Decimals more or less** equivalent to land measuring 2 (Two) Cottahs 8 (Eight) Chittacks 38.232 (Thirty Eight point Two Three Two) sq.ft. more or less, comprised in **R.S./L.R. Dag Nos. 3091 & 3092**, under L.R. Khatian Nos. 1343 & 514 corresponding to **L.R. Khatian Nos. 3846, 8432 & 8433**, in **Mouza - Ghuni**, J.L. No. 23, Re. Sa. No. 232, Touzi No. 10, Pargana - Kalikata, P.S. Rajarhat, within the local limit of Jyangra Hatiara 2 No. Gram Panchayet, in the District North 24 Parganas.

5.1.1.5.17 **Conversion of Land :** It is to be noted here that the said (1) Chinta Basu @ Chinta Rani Basu, since deceased, (2) Bipon Basu & (2A) Biplab Basu duly applied before the concerned BL&LRO, Rajarhat, District North 24 Parganas, for conversion of land from 'Sali' to 'Bastu' in L.R. Khatian Nos. 3846, 8432 & 8433, and the concerned BL&LRO, Rajarhat, District North 24 Parganas duly changed the nature of the said land from 'Sali' to 'Bastu' vide (1) Memo No. CON/2343/BLRO/RAJ/18 dated 03.02.2021, (2) Memo No. CON/2342/BLRO/RAJ/18 dated 03.02.2021 & (3) Memo No. CON/2341/BLRO/RAJ/18 dated 03.02.2021.

5.1.1.6 **Chain and Title Regarding Absolute Ownership of Sanhita Biswas (Landowner No. 3.1.9 herein), as under :**

5.1.1.6.1 **Purchase by one Sujit Biswas under Deed No. 152311821 for the year 2018 :** One Sujit Biswas, son of Madhusudan Biswas purchased a plot of land measuring 0.565 (Zero

Point Five Six Five) Decimals more or less in R.S./L.R. Dag No. 3091, AND ALSO land measuring 0.085 (Zero Point Zero Eight Five) Decimals more or less in R.S./L.R. Dag No. 3092, in total plot of land measuring 0.65 (Zero point Six Five) Decimal more or less, comprised in R.S./L.R. Dag Nos. 3091 & 3092, under L.R. Khatian No. 514 (in the name of Kalipada Majhi), in Mouza - Ghuni, J.L. No. 23, Re. Sa. No. 232, Touzi No. 178, Pargana - Kalikata, P.S. Rajarhat, in the District North 24 Parganas, from one (1) Chhaya Mondal (Majhi), (2) Maya Pramanick (Majhi) & (3) Maharani Mondal (Majhi), all successors of Late Kalipada Majhi, (represented by their Constituted Attorney, Manmatha Majhi, by way of a Registered General Power of Attorney was registered on 20.12.2007, registered in the office of the A.D.S.R. Bidhannagar, Salt Lake City, and recorded in Book No. IV, CD Volume No. 1, Pages 7633 to 7642, being Deed No. 00965 for the year 2007), by the strength of a Registered Deed of Conveyance, registered on 11.10.2018, registered in the office of the A.D.S.R. Rajarhat, New Town and recorded in Book No. I, Volume No. 1523-2018, Pages 396162 to 396185, being Deed No. 152311821 for the year 2018.

- 5.1.1.6.2 **Again Purchase by the said Sujit Biswas from Nirapada Majhi under Deed No. 152305300 for the year 2018** : The said Sujit Biswas, again purchased a plot of land measuring 0.51 (Zero Point Five One) Decimals more or less in R.S./L.R. Dag No. 3091, AND ALSO land measuring 0.23 (Zero Point Two Three) Decimals more or less in R.S./L.R. Dag No. 3092, in total plot of land measuring 0.74 (Zero Point Seven Four) Decimals more or less, comprised in R.S./L/R. Dag Nos. 3091 & 3092, under L.R. Khatian No. 1050 (in the name of Nirapada Majhi), in Mouza - Ghuni, J.L. No. 23, Re. Sa. No. 232, Touzi No. 178, Pargana - Kalikata, P.S. Rajarhat, in the District North 24 Parganas, from one Nirapada Majhi, by the strength of a Registered Deed of Conveyance, registered on 08.05.2018, registered in the office of the A.D.S.R. Rajarhat, New Town and recorded in Book No. I, Volume No. 1523-2018, Pages 185259 to 185277, being Deed No. 152305300 for the year 2018.
- 5.1.1.6.3 **Absolute Total Ownership of Sujit Biswas under (1) Deed No. 152311821 for the year 2018 & (2) Deed No. 152305300 for the year 2018** : Thus on the basis of the aforementioned two Registered Deeds of Conveyance, bearing (1) Deed No. 152311821 for the year 2018 & (2) Deed No. 152305300 for the year 2018, the said Sujit Biswas, became the absolute owner of land measuring 1.075 (One Point Zero Seven Five) Decimals more or less in R.S./L.R. Dag No. 3091, AND ALSO land measuring 0.315 (Zero Point Three One Five) Decimals more or less in R.S./L.R. Dag No. 3092, in total plot of land measuring 1.39 (One Point Three Nine) Decimals more or less, comprised in R.S./L/R. Dag Nos. 3091 & 3092, under L.R. Khatian Nos. 514 (in the name of Kalipada Majhi) & 1050 (in the name of Nirapada Majhi), in Mouza - Ghuni, J.L. No. 23, Re. Sa. No. 232, Touzi No. 178, Pargana - Kalikata, P.S. Rajarhat, in the District North 24 Parganas.

- 5.1.1.6.4 **L.R. Records** : After having absolute possession and absolute ownership over the aforesaid property, the said Sujit Biswas duly recorded his name in the record of the L.R. Settlement in **L.R. Khatian Nos. 9374 & 9380** respectively.
- 5.1.1.6.5 **Registered General Power of Attorney Executed by the said Sujit Biswas in favour of Kalipada Mondal** : The said Sujit Biswas executed a Registered General Power of Attorney, wherein, the said Sujit Biswas duly appointed one Kalipada Mondal as his constituted attorney, with power to sale, transfer and convey his aforesaid plot of land and/or any part of it. The said General Power of Attorney was registered on 14.01.2020, registered in the office of the A.D.S.R. Rajarhat, New Town, and recorded in Book No. IV, Volume No. 1523-2020, Pages 730 to 748, being Deed No. 152300021 for the year 2020.
- 5.1.1.6.6 **Sale by the said Sujit Biswas to one Sanhita Biswas** : The said Sujit Biswas through his aforesaid constituted attorney, Kalipada Mondal, sold, transferred and conveyed a plot of land measuring 0 (Zero) Cottah 5 (Five) Chittacks 43 (Forty Three) sq.ft. more or less in R.S./L.R. Dag No. 3091, AND ALSO land measuring 0 (Zero) Cottah 2 (Two) Chittacks 18 (Eighteen) sq.ft. more or less in R.S./L.R. Dag No. 3092, in total plot of land measuring 0 (Zero) Cottah 8 (Eight) Chittacks 16 (Sixteen) sq.ft. more or less equivalent to land measuring 376 (Three Hundred Seventy Six) Square Feet more or less, comprised in R.S./L.R. Dag Nos. 3091 & 3092, under L.R. Khatian Nos. 9374 & 9380 (in the name of Sujit Biswas), in Mouza - Ghuni, J.L. No. 23, Re. Sa. No. 232, Touzi No. 178, Pargana - Kalikata, P.S. New Town (formerly Rajarhat), within the local limit of Jyangra Hatiara 2 No. Gram Panchayet, in the District North 24 Parganas, to one Sanhita Biswas (Landowner No. 3.1.9 herein), by the strength of a Registered Deed of Conveyance, registered on 07.02.2020, registered in the office of the A.D.S.R. Rajarhat, New Town and recorded in Book No. I, Volume No. 1523-2020, Pages 65062 to 65095, being Deed No. 152301252 for the year 2020.
- 5.1.1.6.7 **Absolute Ownership of Sanhita Biswas under Deed No. 152301252 for the year 2020** : Thus on the basis of the aforesaid Registered Deed of Conveyance, bearing Deed No. 152301252 for the year 2020, the said Sanhita Biswas (Landowner No. 3.1.9 herein), became the absolute owner of **ALL THAT** piece and parcel of land measuring 0 (Zero) Cottah 5 (Five) Chittacks 43 (Forty Three) sq.ft. more or less in R.S./L.R. Dag No. 3091, AND ALSO land measuring 0 (Zero) Cottah 2 (Two) Chittacks 18 (Eighteen) sq.ft. more or less in R.S./L.R. Dag No. 3092, **in total plot of land measuring 0 (Zero) Cottah 8 (Eight) Chittacks 16 (Sixteen) sq.ft. more or less equivalent to land measuring 376 (Three Hundred Seventy Six) Square Feet more or less**, comprised in **R.S./L.R. Dag Nos. 3091 & 3092**, under **L.R. Khatian Nos. 9374 & 9380** (in the name of Sujit Biswas), lying and situate at **Mouza - Ghuni**, J.L. No. 23, Re. Sa. No. 232, Touzi No. 178, Pargana - Kalikata, P.S. New Town (formerly Rajarhat), within the local limit of Jyangra Hatiara 2 No. Gram Panchayet, in the District North 24 Parganas.

5.1.1.7 **Chain and Title Regarding Absolute Joint Ownership of (1) Soumen Ghosh & (2) Swapna Ghosh (Landowner Nos. 3.1.10 to 3.1.11 herein), as under :**

- 5.1.1.7.1 **Absolute Ownership of Hari Mallick under Deed No. 152307174 for the year 2015 :** One Hari Mallick, son of Late Mukundo Mallick was the absolute owner of land measuring 0 (Zero) Cottah 4 (Four) Chittacks 14 (Fourteen) sq.ft. more or less in R.S./L.R. Dag No. 3091, AND ALSO land measuring 0 (Zero) Cottah 7 (Seven) Chittacks 24 (Twenty Four) sq.ft. in R.S./L.R. Dag No. 3092, in total a plot of land measuring 0 (Zero) Cottah 11 (Eleven) Chittacks 38 (Thirty Eight) sq.ft. more or less, comprised in R.S./L.R. Dag Nos. 3091 & 3092, under L.R. Khatian No. 514 (in the name of Kalipada Majhi, son of Late Balai Majhi), in Mouza - Ghuni, J.L. No. 23, Re. Sa. No. 232, Touzi No. 1250, Pargana - Kalikata, P.S. New Town, within the local limit of Jyangra Hatiara 2 No. Gram Panchayet, in the District North 24 Parganas, by purchasing the same from one (1) Mangala Majhi, (2) Bablu Majhi, (3) Manmatha Majhi, (4) Chaya Mondal & (5) Maya Pramanik (successors of deceased Kalipada Majhi), by the strength of a Registered Deed of Conveyance, registered on 23.06.2015, registered in the office of the A.D.S.R. Rajarhat, New Town, and recorded in Book No. I, Volume No. 1523-2015, Pages 35359 to 35374, being Deed No. 152307174 for the year 2015.
- 5.1.1.7.2 **Record by Hari Mallick :** After purchasing the aforesaid property, the said Hari Mallick duly recorded his name in the record of the L.R. Settlement in L.R. Khatian No. 7540.
- 5.1.1.7.3 **Sale by the said Hari Mallick to one (1) Soumen Ghosh & (2) Swapna Ghosh:** The said Hari Mallick, sold, transferred and conveyed his aforesaid plot of land measuring 0 (Zero) Cottah 4 (Four) Chittacks 14 (Fourteen) sq.ft. more or less in R.S./L.R. Dag No. 3091, AND ALSO land measuring 0 (Zero) Cottah 7 (Seven) Chittacks 24 (Twenty Four) sq.ft. in R.S./L.R. Dag No. 3092, **in total a plot of land measuring 0 (Zero) Cottah 11 (Eleven) Chittacks 38 (Thirty Eight) sq.ft. more or less**, comprised in **R.S./L.R. Dag Nos. 3091 & 3092**, under L.R. Khatian No. 514 corresponding to **L.R. Khatian No. 7540**, lying and situated at **Mouza - Ghuni**, J.L. No. 23, Re. Sa. No. 232, Touzi No. 1250, Pargana - Kalikata, P.S. New Town, A.D.S.R.O. Rajarhat, New Town, within the local limit of Jyangra Hatiara 2 No. Gram Panchayet, in the District North 24 Parganas, to one (1) Soumen Ghosh & (2) Swapna Ghosh (Landowner No. 3.1.10 to 3.1.11 herein), by the strength of a Registered Deed of Conveyance, which was registered on 24.07.2019, registered in the office of the A.D.S.R. Rajarhat, New Town, and recorded in Book No. I, Volume No. 1523-2019, Pages 347387 to 347415, being Deed No. 152308910 for the year 2019.
- 5.1.1.7.4 **Absolute Joint Ownership of (1) Soumen Ghosh & (2) Swapana Ghosh under Deed No. 152308910 for the year 2019 :** Thus on the basis of the aforementioned Registered Deed of Conveyance, bearing Deed No. 152308910 for the year 2019, the said (1) Soumen Ghosh & (2) Swapana Ghosh (Landowner Nos. 3.1.10 to 3.1.11 herein), became the absolute joint owners of ALL THAT piece and parcel of land measuring 0 (Zero) Cottah 4

(Four) Chittacks 14 (Fourteen) sq.ft. more or less in R.S./L.R. Dag No. 3091, AND ALSO land measuring 0 (Zero) Cottah 7 (Seven) Chittacks 24 (Twenty Four) sq.ft. in R.S./L.R. Dag No. 3092, **in total a plot of land measuring 0 (Zero) Cottah 11 (Eleven) Chittacks 38 (Thirty Eight) sq.ft. more or less**, comprised in **R.S./L.R. Dag Nos. 3091 & 3092**, under L.R. Khatian No. 514 corresponding to **L.R. Khatian No. 7540**, lying and situated at **Mouza - Ghuni**, J.L. No. 23, Re. Sa. No. 232, Touzi No. 1250, Pargana - Kalikata, P.S. New Town, A.D.S.R.O. Rajarhat, New Town, within the local limit of Jyangra Hatiara 2 No. Gram Panchayet, in the District North 24 Parganas.

5.1.2 **REGISTERED DEVELOPMENT AGREEMENTS :**

5.1.2.1 **Executed By the said Subodh Majhi @ Subodh Kumar Majhi :** The said Subodh Majhi @ Subodh Kumar Majhi (Landowner No. 3.1 herein) entered into a Registered Development Agreement in respect of his aforesaid plot of land as mentioned above, with one AD Construction, Developer herein, with some terms and conditions mentioned therein. The said Development Agreement was registered on, registered in the office of the, and recorded in Book No. I, Volume No., Page from to, being Deed No. for the year

5.1.2.2 **Executed By the said Keshav Prasad Jaiswal @ Keshav Prasad Jaiswal :** The said Keshav Prasad Jaiswal @ Keshav Prasad Jaiswal (Landowner No. 3.1.1 herein) entered into a Registered Development Agreement in respect of his aforesaid plot of land as mentioned above, with the said AD Construction, Developer herein, with some terms and conditions mentioned therein. The said Development Agreement was registered on, registered in the office of the, and recorded in Book No. I, Volume No., Page from to, being Deed No. for the year

5.1.2.3 **Executed By the said (1) Subhen Gain @ Suven Bikash Gain, (2) Rabi Gyne @ Rabin Gain, (3) Swapan Gayen @ Swapan Gain :** The said (1) Subhen Gain @ Suven Bikash Gain, (2) Rabi Gyne @ Rabin Gain, (3) Swapan Gayen @ Swapan Gain (Landowner Nos. 3.1.2 to 3.1.4 herein) jointly entered into a Registered Development Agreement in respect of their aforesaid plot of land as mentioned above, with the said AD Construction, Developer herein, with some terms and conditions mentioned therein. The said Development Agreement was registered on, registered in the office of the, and recorded in Book No. I, Volume No., Page from to, being Deed No. for the year

5.1.2.4 **Executed By the said (1) Pradip Das & (2) Bina Das :** The said (1) Pradip Das & (2) Bina Das (Landowner Nos. 3.1.5 to 3.1.6 herein) jointly entered into a Registered Development Agreement in respect of their aforesaid plot of land as mentioned above, with the said AD Construction, Developer herein, with some terms and conditions mentioned therein. The

said Development Agreement was registered on, registered in the office of the, and recorded in Book No. I, Volume No., Page from to, being Deed No. for the year

5.1.2.5 **Executed By the said (1) Bipon Basu & (2) Biplab Basu :** The said (1) Bipon Basu & (2) Biplab Basu (Landowner Nos. 3.1.7 to 3.1.8 herein) jointly entered into a Registered Development Agreement in respect of their aforesaid plot of land as mentioned above, with the said AD Construction, Developer herein, with some terms and conditions mentioned therein. The said Development Agreement was registered on, registered in the office of the, and recorded in Book No. I, Volume No., Page from to, being Deed No. for the year

5.1.2.6 **Executed By the said Sanhita Biswas :** The said Sanhita Biswas (Landowner No. 3.1.9 herein) entered into a Registered Development Agreement in respect of her aforesaid plot of land as mentioned above, with the said AD Construction, Developer herein, with some terms and conditions mentioned therein. The said Development Agreement was registered on, registered in the office of the, and recorded in Book No. I, Volume No., Page from to, being Deed No. for the year

5.1.2.7 **Executed By the said (1) Soumen Ghosh & (2) Swapna Ghosh :** The said (1) Soumen Ghosh & (2) Swapna Ghosh (Landowner Nos. 3.1.10 to 3.1.11 herein) jointly entered into a Registered Development Agreement in respect of their aforesaid plot of land as mentioned above, with the said AD Construction, Developer herein, with some terms and conditions mentioned therein. The said Development Agreement was registered on, registered in the office of the, and recorded in Book No. I, Volume No., Page from to, being Deed No. for the year

5.1.3 **REGISTERED DEVELOPMENT POWER OF ATTORNEY AFTER REGISTERED DEVELOPMENT AGREEMENT :**

5.1.3.1 **Executed By the said Subodh Majhi @ Subodh Kumar Majhi :** On the basis of the said Registered Development Agreement, the said Subodh Majhi @ Subodh Kumar Majhi (Landowner No. 3.1 herein) executed a Registered Development Power of Attorney After Registered Development Agreement, wherein, the said owner, duly appointed and nominated the said (1) Avijit Bose & (2) Debasish Datta, Partners of AD Construction, Developer herein, as his constituted attorney, with power to sell, transfer and convey the units under purview of Developer's Allocation. The said Registered Development Power of Attorney After Registered Development Agreement, which was registered on 22.09.2017, registered in the office of the A.D.S.R. Rajarhat, New Town, and recorded in Book No. I,

Volume No. 1523-2017, Pages 287999 to 288016, being Deed No. 152309688 for the year 2017.

- 5.1.3.2 **Executed By the said Keshaw Prasad Jaiswal @ Keshav Prasad Jaiswal :** On the basis of the said Registered Development Agreement, the said Keshaw Prasad Jaiswal @ Keshav Prasad Jaiswal (Landowner No. 3.1.1 herein) executed a Registered Development Power of Attorney After Registered Development Agreement, wherein, the said owner, duly appointed and nominated the said (1) Avijit Bose & (2) Debasish Datta, Partners of AD Construction, Developer herein, as his constituted attorney, with power to sell, transfer and convey the units under purview of Developer's Allocation. The said Registered Development Power of Attorney After Registered Development Agreement, which was registered on 13.02.2018, registered in the office of the A.D.S.R. Rajarhat, New Town, and recorded in Book No. I, Volume No. 1523-2018, Pages 73076 to 73094, being Deed No. 152301719 for the year 2018.
- 5.1.3.3 **Executed By the said (1) Subhen Gain @ Suven Bikash Gain, (2) Rabi Gyne @ Rabin Gain, (3) Swapan Gayen @ Swapan Gain :** On the basis of the said Registered Development Agreement, the said (1) Subhen Gain @ Suven Bikash Gain, (2) Rabi Gyne @ Rabin Gain, (3) Swapan Gayen @ Swapan Gain (Landowner Nos. 3.1.2 to 3.1.4 herein) jointly executed a Registered Development Power of Attorney After Registered Development Agreement, wherein, the said owners, duly appointed and nominated the said (1) Avijit Bose & (2) Debasish Datta, Partners of AD Construction, Developer herein, as their constituted attorney, with power to sell, transfer and convey the units under purview of Developer's Allocation. The said Registered Development Power of Attorney After Registered Development Agreement, which was registered on 09.02.2018, registered in the office of the A.D.S.R. Rajarhat, New Town, and recorded in Book No. I, Volume No. 1523-2018, Pages 63521 to 63544, being Deed No. 152301571 for the year 2018.
- 5.1.3.4 **Executed By the said (1) Pradip Das & (2) Bina Das :** On the basis of the said Registered Development Agreement, the said (1) Pradip Das & (2) Bina Das (Landowner Nos. 3.1.5 to 3.1.6 herein) jointly executed a Registered Development Power of Attorney After Registered Development Agreement, wherein, the said owners, duly appointed and nominated the said (1) Avijit Bose & (2) Debasish Datta, Partners of AD Construction, Developer herein, as their constituted attorney, with power to sell, transfer and convey the units under purview of Developer's Allocation. The said Registered Development Power of Attorney After Registered Development Agreement, which was registered on 13.07.2018, registered in the office of the A.D.S.R. Rajarhat, New Town, and recorded in Book No. I, Volume No. 1523-2018, Pages 266756 to 266776, being Deed No. 152307935 for the year 2018.
- 5.1.3.5 **Executed By the said (1) Bipon Basu & (2) Biplab Basu :** On the basis of the said Registered Development Agreement, the said (1) Bipon Basu & (2) Biplab Basu (Landowner Nos. 3.1.7 to 3.1.8 herein) jointly executed a Registered Development Power of Attorney

After Registered Development Agreement, wherein, the said owners, duly appointed and nominated the said (1) Avijit Bose & (2) Debasish Datta, Partners of AD Construction, Developer herein, as their constituted attorney, with power to sell, transfer and convey the units under purview of Developer's Allocation. The said Registered Development Power of Attorney After Registered Development Agreement, which was registered on, registered in the office of the A.D.S.R. Rajarhat, New Town, and recorded in Book No. I, Volume No., Pages to, being Deed No. for the year

5.1.3.6 **Executed By the said Sanhita Biswas :** On the basis of the said Registered Development Agreement, the said Sanhita Biswas (Landowner No. 3.1.9 herein) executed a Registered Development Power of Attorney After Registered Development Agreement, wherein, the said owner, duly appointed and nominated the said (1) Avijit Bose & (2) Debasish Datta, Partners of AD Construction, Developer herein, as her constituted attorney, with power to sell, transfer and convey the units under purview of Developer's Allocation. The said Registered Development Power of Attorney After Registered Development Agreement, which was registered on 29.07.2021, registered in the office of the A.D.S.R. Rajarhat, New Town, and recorded in Book No. I, Volume No. 1523-2021, Pages 320190 to 320216, being Deed No. 152307614 for the year 2021.

5.1.3.7 **Executed By the said (1) Soumen Ghosh & (2) Swapna Ghosh :** On the basis of the said Registered Development Agreement, the said (1) Soumen Ghosh & (2) Swapna Ghosh (Landowner Nos. 3.1.10 to 3.1.11 herein) jointly executed a Registered Development Power of Attorney After Registered Development Agreement, wherein, the said owners, duly appointed and nominated the said (1) Avijit Bose & (2) Debasish Datta, Partners of AD Construction, Developer herein, as their constituted attorney, with power to sell, transfer and convey the units under purview of Developer's Allocation. The said Registered Development Power of Attorney After Registered Development Agreement, which was registered on, registered in the office of the A.D.S.R. Rajarhat, New Town, and recorded in Book No. I, Volume No., Pages to, being Deed No. for the year

5.1.4 **DEED OF AMALGAMATION, SANCTION OF BUILDING PLAN & CONSTRUCTION OF BUILDING COMPLEX :**

5.1.4.1 **Deed of Amalgamation :** The Landowners herein amalgamated their respective plot of land into one single plot, and the said amalgamated plot of land is morefully described in the First Schedule hereunder written, by executing a Deed of Amalgamation on 13.07.2022.

5.1.4.2 **Sanction of Building Plan :** The said AD Construction, Developer herein, as constituted attorney of all the relevant owners, sanctioned a building plan on the said amalgamated

plot of land, from the concerned Executive Officer, Rajarhat Panchayat Samity, Rajarhat, North 24 Parganas, vide Approval Order No. 415 dated 28.03.2023.

5.1.4.3 **Construction of Building Complex :** In accordance with the said sanctioned building plan, the said AD Construction, Developer herein, is constructing a multi storied building complex namely “**MOHAR KUNJA**”, consisting its three blocks, on the said amalgamated plot of land and which is morefully described in the First Schedule hereunder written.

5.1.5 **DESIRE OF PURCHASE & ACCEPTANCE AND CONSIDERATION :**

5.1.5.1 **Desire of Purchaser/s for purchasing a Flat from Developer’s Allocation :** The Purchaser/s herein perused and inspected Title Deed/s, Registered Development Agreement, Registered Development Power of Attorney, Building Sanctioned Plan and other related documents in respect of the schedule mentioned property including its amenities and facilities and areas and satisfied himself/herself in regards thereto and approached to the said AD Construction, Developer herein, to purchase **ALL THAT** piece and parcel of one independent and complete residential flat, being **Flat No. ‘.....’**, on the **Floor, Side, in ‘Block-.....’**, measuring **Square Feet be the same a little more or less of super built up area**, lying and situated in the said building complex namely “**MOHOR KUNJHA**”, morefully described in the Second Schedule hereunder written, lying and situate on the said plot of land, which is morefully described in the First Schedule hereunder written, together with undivided proportionate share of land, common areas, common amenities and common facilities of the said property, lying in the said building/complex, from Developer’s Allocation [**Hereinafter called and referred to as the SAID FLAT/SAID PROPERTY**].

5.1.5.2 **Acceptance by Developer :** The said AD Construction, Developer/Confirming Party herein accepted the aforesaid proposal of the Purchasers herein and agreed to sell the **SAID FLAT/SAID PROPERTY**, which is morefully described in the Second Schedule hereunder written, together with land share and share in common portion.

5.1.5.3 **Consideration :** The total sale consideration of the **SAID FLAT/SAID PROPERTY** is **Rs..... (Rupees)** only, subsequently the Purchasers herein already paid the same to the said AD Construction, Developer/Confirming Party herein as per memo attached herewith.

5.1.6 **LAND SHARE & SHARE IN COMMON PORTIONS :**

5.1.6.1 **Land Share :** Undivided, impartible, proportionate and variable share in the land comprised in the Said Property as is attributable to the Said Flat morefully described in

the Part-I of the Third Schedule hereinafter written (**Land Share**). The Land Share is/shall be derived by taking into consideration the proportion which the super built-up area of the Said Flat bears to the total super built-up area of the Said Building/Complex.

5.1.6.2 **Share In Common Portions** : Undivided, impartible, proportionate and variable share and/or interest in the common areas, amenities and facilities of the Said Building/Complex is attributable to the Said Flat (**Share In Common Portions**), the said common areas, amenities and facilities being described in the Part-II of the Third Schedule below (**collectively Common Portions**). The Share in Common Portions is/shall be derived by taking into consideration the proportion which the super built-up area of the Said Flat bears to the total super built-up area of the Said Building/Complex.

6. **REPRESENTATIONS, WARRANTIES AND COVENANTS REGARDING ENCUMBRANCES**

: The Landowners/Vendors and Developer/Confirming Party represent, warrant and covenant regarding encumbrances as follows :

6.1 **No Acquisition/Requisition** : The Landowners/Vendors and Developer/Confirming Party have not received any notice from any authority for acquisition, requisition or vesting of the Said Flat and/or any part of the property in which the building/complex is lying and declare that the Said Flat is not affected by any scheme of the concerned authority/authorities or Government or any Statutory Body.

6.1.1 **No Encumbrance** : The Landowners/Vendors and Developer/Confirming Party have not at any time done or executed or knowingly suffered or been party or privy to any act, deed, matter or thing, including grant of right of easement, whereby the Said Flat or any part thereof can or may be impeached, encumbered or affected in title.

6.1.2 **Right, Power and Authority to Sell** : The Landowners/Vendors and Developer/Confirming Party have good right, full power, absolute authority and indefeasible title to grant, sell, convey, transfer, assign and assure the Said Flat to the Purchasers herein.

6.1.3 **No Dues** : No tax in respect of the Said Flat is due to the concerned authority or authorities and no Certificate Case is pending for realisation of any taxes from the Landowners/Vendors and the Developer/Confirming Party herein.

6.1.4 **No Mortgage** : No mortgage or charge has been created by the Landowners/Vendors and the Developer/Confirming Party in respect of the Said Flat or any part thereof.

6.1.5 **No Personal Guarantee** : The Said Flat is not affected by or subject to any personal guarantee for securing any financial accommodation.

6.1.6 **No Bar by Court Order or Statutory Authority :** There is no order of Court or any other statutory authority prohibiting the Landowners/Vendors and Developer/Confirming Party from selling, transferring and/or alienating the Said Flat or any part thereof.

7. **BASIC UNDERSTANDING :**

7.1 **Agreement to Sell and Purchase :** The Purchasers herein have approached to the Developer/Confirming Party and the Landowners/Vendors and offered to purchase the **SAID FLAT/SAID PROPERTY**, which is morefully described in the Second Schedule hereunder written, and the Purchasers based on the representations, warranties and covenants mentioned hereinabove (collectively Representations), have agreed to purchase the Said Flat/Said Property from the Developer/Confirming Party and Landowners/Vendors herein through Developer's Allocation, and in this regard, an Agreement for Sale has already been executed in between the parties herein in respect of the said flat/said property on

8. **TRANSFER :**

8.1 **Hereby Made :** The Developer/Confirming Party and Landowners/Vendors hereby sell, convey and transfer the Purchasers the entirety of their right, title and interest of whatsoever or howsoever nature in the **SAID FLAT/SAID PROPERTY**, which is morefully described in the Second Schedule hereinafter written, together with proportionate undivided share of land morefully described in the Part-I of the Third Schedule (**said land share**) and also together with all easement rights for egress and ingress of all common spaces, amenities and facilities (**said common portion**) in the said building/complex, described and referred in the Part-II of the Third Schedule hereinafter written.

8.1.1 **Consideration :** The aforesaid transfer is being made in consideration of a sum of **Rs..... (Rupees)** only paid by the Purchasers to the Developer/Confirming Party herein, receipts of which the Developer/Confirming Party hereby and by the Memo and Receipts hereunder written admit and acknowledge.

9. **TERMS OF TRANSFER :**

9.1 **Salient Terms :** The transfer being effected by this Conveyance is :

9.1.1 **Sale :** A sale within the meaning of the Transfer of Property Act, 1882.

9.1.2 **Absolute :** Absolute, irreversible and perpetual.

9.1.3 **Free from Encumbrances :** Free from all encumbrances of any and every nature whatsoever including but not limited to all claims, demands, encumbrances, mortgages,

charges, liens, attachments, lispendens, uses, trusts, prohibitions, Income Tax Attachments, Financial Institution charges, reversionary rights, residuary rights, statutory prohibitions, acquisitions, requisitions, vestings and liabilities whatsoever.

9.2 **SUBJECT TO :** The transfer being effected by this Conveyance is subject to :

9.2.1 **Indemnification :** Indemnification by the Landowners/Vendors and Developer/Confirming Party about the correctness of their title and authority to sell and this Conveyance is being accepted by the Purchasers on such express indemnification by the Landowners/Vendors and Developer/Confirming Party about the correctness of their title and the representation and authority to sell, which if found defective or untrue at any time, the Landowners/Vendors and Developer/Confirming Party shall at their cost forthwith take all necessary steps to remove and/or rectify.

9.2.2 **Transfer of Property Act :** All obligations and duties of Landowners/Vendors and Developer/Confirming Party and the Purchasers as provided in the Transfer of Property Act, 1882, save as contracted to the contrary hereunder.

9.2.3 **Delivery of Possession :** Khas, vacant and peaceful possession of the Said Flat has been handed over by the Landowners/Vendors and Developer/Confirming Party to the Purchasers, which the Purchasers admit, acknowledge and accept.

9.2.4 **Outgoings :** All statutory revenue, cess, taxes, surcharges, outgoings and levies of or on the Said Flat relating to the period till the date of this Conveyance, whether as yet demanded or not, shall be borne, paid and discharged by the Landowners/Vendors and Developer/Confirming Party with regard to which the Landowners/Vendors and Developer/Confirming Party hereby indemnify and agree to keep the Purchasers fully and comprehensively saved, harmless and indemnified.

9.2.5 **Holding Possession :** The Landowners/Vendors and Developer/Confirming Party hereby covenant that the Purchasers and their heirs, executors, administrators, representatives and assigns, shall and may, from time to time, and at all times hereafter, peacefully and quietly enter into, hold, possess, use and enjoy the Said Flat and every part thereof and receive rents, issues and profits thereof and all other benefits, rights and properties hereby granted, sold, conveyed, transferred, assigned and assured or expressed or intended so to be unto and to the Purchasers, without any lawful eviction, hindrance, interruption, disturbance, claim or demand whatsoever from or by the Landowners/Vendors and Developer/Confirming Party or any person or persons lawfully or equitably claiming any right or estate therein from under or in trust from the Landowners/Vendors and Developer/Confirming Party.

9.2.6 **No Objection to Mutation** : The Landowners/Vendors and Developer/Confirming Party declare that the Purchasers can fully be entitled to mutate their names in the record of the concerned authority/authorities and to pay tax or taxes and all other impositions in their own names. The Landowners/Vendors and Developer/Confirming Party undertake to cooperate with the Purchasers in all respect to cause mutation of the Said Flat in the name of the Purchasers and in this regard shall sign all documents and papers as required by the Purchasers.

9.2.7 **Further Acts** : The Landowners/Vendors and Developer/Confirming Party hereby covenant that the Landowners/Vendors and Developer/Confirming Party or any person claiming under them, shall and will from time to time and at all times hereafter, upon every request and cost of the Landowners/Vendors and Developer/Confirming Party and/or their successors-in-interest, does and executes or cause to be done and executed all such acts, deeds and things for further or more perfectly assuring the title of the Said Property.

THE FIRST SCHEDULE ABOVE REFERRED TO

[Description of Amalgamated Plot of Land]

ALL THAT piece and parcel of an amalgamated plot of land measuring **21 (Twenty One) Cottahs 1 (One) Chittack 2.232 (Two Point Two Three Two) sq.ft. be the same a little more or less**, lying and situated at **Mouza - Ghuni**, J.L. No. 23, Re. Sa. No. 232, Touzi No. 178, Pargana - Kalikata, P.S. Rajarhat presently New Town, comprised in **R.S./L.R. Dag Nos. 3091 & 3092**, under **L.R. Khatian Nos. 7903, 8180, 1917/2, 1638/3, 1900/4, 3310, 3311, 3846, 8432, 8433, 9374, 9380 & 7540**, A.D.S.R.O. Rajarhat, New Town, within the local limit of Jyangra Hatiara 2 No. Gram Panchayet, [Ramkrishna Pally, P.O. Gouranganagar, Pin - 700162], in the District North 24 Parganas, in the State of West Bengal. The said amalgamated plot of land is butted and bounded as follows :-

ON THE NORTH : Land of Sekhar Mistri & Others and Land of Bela Ghosh & Others.
 ON THE SOUTH : Drain & Land of Swapan Mondal.
 ON THE EAST : 8 ft. Wide Common Passage.
 ON THE WEST : 14 ft. Wide Road.

THE SECOND SCHEDULE ABOVE REFERRED TO

[Description of Flat]

[Sold Property/Said Property]

ALL THAT piece and parcel of one independent and complete Tiles flooring residential flat, being **Flat No. '.....'**, on the **Floor**, **Side**, in '**Block-.....**', measuring **Square Feet be the same a little more or less of super built up area**, consisting Bed Rooms, One Drawing-cum-Dining, One Kitchen, Toilets & Balcony, lying and situated in the said building complex namely "**MOHOR KUNJHA**", lying and

situated at Mouza - Ghuni, J.L. No. 23, Re. Sa. No. 232, Touzi No. 178, Pargana - Kalikata, P.S. Rajarhat presently New Town, comprised in R.S./L.R. Dag Nos. 3091 & 3092, under L.R. Khatian Nos. 7903, 8180, 1917/2, 1638/3, 1900/4, 3310, 3311, 3846, 8432, 8433, 9374, 9380 & 7540, A.D.S.R.O. Rajarhat, New Town, within the local limit of Jyangra Hatiara 2 No. Gram Panchayet, [Ramkrishna Pally, P.O. Gouranganagar, Pin - 700162], in the District North 24 Parganas, in the State of West Bengal, lying and situated on the amalgamated plot of land, which is morefully described in the First Schedule hereinabove written, together with undivided proportionate share of land, common areas, common amenities, common facilities of the said property, lying in the said building complex. A Floor Plan of the said flat is enclosed herewith and the said floor plan is/will be treated as part and parcel of this present Deed of Conveyance.

THE THIRD SCHEDULE ABOVE REFERRED TO

Part-I

[Description of share of land]

ALL THAT piece or parcel of proportionate impartiable share of land morefully and specifically described in the First Schedule hereinbefore.

Part - II

[Description of share of common areas & common amenities]

ALL THAT piece or parcel of proportionate impartiable share of common areas and common amenities morefully and specifically described in the Fourth & Fifth Schedule hereinafter.

THE FOURTH SCHEDULE ABOVE REFERRED TO

[Common Areas & Amenities]

Building Level :

- :: Lobbies on all floors and staircase of the Said Building.
- :: Lift machine room and lift well of the Said Building.
- :: Water reservoirs/tanks of the Said Building.
- :: Water supply, pipeline in the Said Building (save those inside any Unit).
- :: Drainage and sewage pipeline in the Said Building (save those inside any Unit).
- :: Wiring, fittings and accessories for lighting of lobbies, staircase and other common portions of the Said Building.
- :: Space for Electricity meters.
- :: Elevators and allied machinery in the Said Building.
- :: Ultimate roof of the building will be treated as common space.

Complex Level :

- :: Water Treatment Plant & 24 hour water supply arrangement.
- :: Water pump/s and motor/s.
- :: Central drainage and sewage pipeline and connection with Panchayet Authority.

- :: Wiring, fittings and accessories for lighting of common portions.
- :: Installations for receiving and distributing electricity from supply agency.
- :: Boundary walls and main gates.
- :: CC TV, 24 hours security arrangement & Intercom Facility.
- :: Other such common areas, fittings and installations as may be specified by the developer to be common areas fittings and installations/equipments.

THE FIFTH SCHEDULE ABOVE REFERRED TO
[Common Expenses / Maintenance Charges]

1. Common Utilities : All charges and deposits for supply, operation and maintenance of common utilities of the building/complex.
2. Electricity : All charges for the electricity consumed for the operation of the common machinery and equipment of the building/complex.
3. Fire Fighting : Cost of operating and maintaining the fire-fighting equipments and personnel deputed for the building, if any.
4. Association : Establishment and all other capital and operational expenses of the Association of the flat owners of the building/complex.
5. Litigation : All litigation expenses incurred for the common purposes and relating to common use and enjoyment of the common portions of the building/complex.
6. Maintenance : All costs for maintaining, operating, replacing, repairing, white-washing, painting, decorating, re-decorating, re-building, re-constructing, lighting and renovating the common portions [including the exterior or interior (but not inside any unit) walls of the said building/complex].
7. Insurance : Insurance of the building/complex against earth-quake, fire, mob, violence, riots and other natural calamities if any.
8. Operational : All expenses for running and operating all machinery, equipments and installations comprised in the common portions, including changeover switches, pumps and other common installations including their license fees, taxes and other levies (if any) and expenses ancillary or incidental thereto and the lights of the common portions of the building/complex.
9. Rates and Taxes : Panchayet Tax, Surcharge, Water Tax and other levies in respect of the said building/complex save those separately assessed on the buyer/s.

10. Staff : The salaries of and all other expenses on the staff to be employed for the common purposes, viz. manager, caretaker, clerks, security personnel, sweepers, plumbers, electricians, etc. including their perquisites, bonus and other emoluments and benefits of the building/complex.

THE SIXTH SCHEDULE ABOVE REFERRED TO

[Rights and obligations of the purchasers]

Absolute User Right :

The purchasers shall have full, complete and absolute rights of use in common with the other owners and/or occupiers of the different flat owners of the building complex :

1. The common areas and amenities as described in the Fourth & Fifth Schedule herein before.
2. Keeping, raising, inserting, supporting and maintaining all beams, gutters and structures on and to all walls, supporting the said property including all boundaries and/or load bearing or dividing and/or separating and/or supporting walls, the purchasers shall have to maintain the floor of the said property, so that it may not cause leakage or slippage to the floor underneath.
3. 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 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 purchasers shall restore forthwith such dug up holes or excavations at their own costs and expenses.
4. Maintaining, repairing, white washing or painting of the door and windows of the said property in any part of the said property provided any such work does not cause any nuisance or permanent obstructions to the other occupants of the said property.
5. Mutating their names as owners of the said property in the records of the Government or local Authority and/or have the said property separately numbered and assessed for taxes.
6. Absolute proprietary rights such as the vendors/developer derives from their title save and except that of demolishing or committing waste in respect of the said property described in schedule in any manner, so as to effect the vendors/developer or other co-owners, who have already purchased and acquired or may hereafter purchase or acquire similar property rights as covered by this conveyance.
7. Sell, mortgage, gift, lease or otherwise alienate the said property hereby conveyed.

Obligations :

1. The purchasers shall not store any inflammable and/or combustible articles in the said property, but excluding items used in kitchen and personal purpose.
2. The 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 complex.
3. The purchasers shall not make any additions and alterations in the said property, whereby the main building/complex may be damaged, but the purchasers shall be entitled to erect wooden partition in the said flat for the purpose of their family requirement.
4. The purchasers shall also pay their proportionate share for insurance of the building/complex for earthquake, fire, mob, violence and commotion alongwith maintenance charges as decided by the members of the Society with all required proposal and consent.
5. Not to make any objection for fixation of hoardings, banners, dish antennas, mobile towers in the part of the ultimate roof of the building/complex by the developer and also not to make any objection to the developer and/or its associates for constructing any further floor over the existing floor of the building/complex.

THE SEVENTH SCHEDULE ABOVE REFERRED TO**[Easements and Quassi Easements]**

1. The right of common parts for ingress in and egress out from the units or building/complex or premises.
2. The right in common with the other purchasers to get electricity, water connection from and to any other unit or common parts through pipes, drains, wires connection lying or being in under through or over the sold unit as far as may be reasonably necessary for the beneficial use and occupation of the respective unit and/or parts and/or common areas.
3. The right of protection for other parts of the building/complex by all parts of the unit as far as it is necessary to protect the same.
4. The right of the enjoyment of the other parts of the building/complex.
5. The right with or without workmen and necessary materials to enter from time to time upon the unit for the purpose of repairing as far as may be necessary for repairing.

6. Such pipes, drains, wires and as aforesaid provided always that save in cause of the emergency purchasers shall be given prior notice in writing of the intention for such entry as aforesaid.

THE EIGHTH SCHEDULE ABOVE REFERRED TO
[Management & Maintenance of the Common Portions]

1. The co-owners of the flats shall form an association/society for the common purposes including taking over all obligations with regard to management control and operation of all common portions of the said building under West Bengal Ownership Apartment Act, 1972.

Upon the purchasers fulfilling their obligations and covenants under and upon its formation the Association, shall manage, maintain and control the common portions and do all acts, deeds and things as may be necessary and/or expedient for the common purposes and the purchasers shall co-operate with the vendors/developer till the Association/Society may frame rules regulations and bye laws from time to time for maintaining quiet and peaceful enjoyment of the said building/complex.

2. Upon formation of the Association/Society, the vendors/developer shall transfer all its rights and obligations as also the residue of the remaining of the deposits made by the purchasers or otherwise after adjusting all amounts his/her remaining due and payable by the purchasers and the amounts so transferred henceforth be so held the Association/Society under the account of purchasers for the purpose of such deposit.
3. The Association/Society upon its formation and the co-owners shall however, remain liable to indemnify and keep indemnified the vendors/developer for all liabilities due to non fulfillment of his/her respective obligations by the co-owners and/or the Association/Society.

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

SIGNED, SEALED AND DELIVERED

by the parties at Kolkata

In presence of :-

1.

Construction
Avijit Bose
Partner
Avijit Bose

2.

AD Construction
Debasish Datta
Partner
Debasish Datta

As Constituted Attorney of

- (1) Subodh Majhi @ Subodh Kumar Majhi,
(2) Keshaw Prasad Jaiswal @ Keshav Prasad Jaiswal,
(3) Subhen Gain @ Suven Bikash Gain,
(4) Rabi Gyne @ Rabin Gain, (5) Swapan Gayen
@ Swapan Gain, (6) Pradip Das, (7) Bina Das,
(8) Bipon Basu, (9) Biplab Basu,
(10) Sanhita Biswas, (11) Soumen Ghosh
& (12) Swapna Ghosh

Landowners/Vendors

Purchaser
AD Construction
Avijit Bose
Partner
Avijit Bose

AD Construction
Debasish Datta
Partner
Debasish Datta
Partners of AD Construction

Developer/Confirming Party

MEMO OF CONSIDERATION

Received with thanks from the above named purchasers, a sum of **Rs..... (Rupees) only** towards the total consideration of the said flat, which is morefully described in the Second Schedule hereinabove written, together with undivided proportionate share of land morefully mentioned in the First Schedule hereinbefore written as per money receipts given to the purchasers.

| <u>Mode of Payment</u> | <u>Date</u> | <u>Bank's Name</u> | <u>Amount</u> |
|-------------------------------|--------------------|---------------------------|----------------------|
|-------------------------------|--------------------|---------------------------|----------------------|

Witnesses :

1.

AD Construction



Avijit Bose

2.

AD Construction



Debasish Datta

Partners of AD Construction

Developer/Confirming Party

DATED THE DAY OF 2023

DEED OF CONVEYANCE

BETWEEN

Subodh Majhi @ Subodh Kumar Majhi
Keshaw Prasad Jaiswal @ Keshav Prasad Jaiswal
Subhen Gain @ Suven Bikash Gain
Rabi Gyne @ Rabin Gain
Swapan Gayen @ Swapan Gain
Pradip Das
Bina Das
Bipon Basu
Biplab Basu
Sanhita Biswas
Soumen Ghosh
Swapna Ghosh

Landowners/Vendors

Purchaser

AD Construction

Developer/Confirming Party

Drafted By

Pinaki Chattopadhyay & Associates

Advocates

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Ph. : 9830061809

Composed By

Jayashree Mondal

Teghoria Main Road
Kolkata - 700157