### **DEED OF CONVEYANCE**

THIS DEED OF CONVEYANCE is made on this \_\_\_\_\_ day of \_\_\_\_\_,
2024 B E T W E E N

- 1.Sufiya Bagam(PAN CIFPB9021F), wife of Late Kutubuddin Mondal, by faith- Islam, by nationality- Indian, residing at Majher Ait, Rajarhat, Reckjoani, P.O. &P.S.- Rajarhat, Dist. North 24 Parganas, Pin 700135, 2. Arif Uddin alias Arif Uddin Mondal (PAN AHOPU5056B) wife of Late Kutubuddin Mondal, by faith-Islam, by nationality- Indian, residing at Majher Ait, Rajarhat, Reckjoani, P.O. &P.S.- Rajarhat, Dist. North 24 Parganas, Pin 700135, 3. Sarifuddin Mandal (PAN BVWPM8333C) wife of Late Kutubuddin Mondal, by faith- Islam, by nationality- Indian, residing at Majher Ait, Rajarhat, Reckjoani, P.O. &P.S.- Rajarhat, Dist. North 24 Parganas, Pin -700135, 4. Sahanaj Parvin(PAN ATNPP4263C)Daughter of Late Kutubuddin Mondal, by faith-Islam, by nationality- Indian, residing at Kaliachak, Masterpara, Silampur, Dist. Maldah, Pin 732201,
- 5. Rokeya Bibi(PAN -BVMPK1436J) Wife of late Sahabuddin Mondal, by faith- Islam, by nationality- Indian, residing at village and P.O. Hisabi, P.S. Amdanga, Dist- North 24 Parganas, Pin 743221, 6. Remuna Bibi (PAN DSOPB175A) Wife of late Sahabuddin Mondal, by faith- Islam, by nationality- Indian, residing at Majher Ait, Rajarhat, Reckjoani, P.O. &P.S.- Rajarhat, Dist. North 24 Parganas, Pin -700135, 7. Rina Khanam(PAN BADPK8325F) Daughter of late Sahabuddin Mondal, by faith-Islam, by nationality- Indian, residing at Majher Ait, Rajarhat, Reckjoani, P.O. &P.S.- Rajarhat, Dist. North 24 Parganas, Pin -700135, 8. Md. Safiquddin alias Safiquddin Mondal(PAN BQEPM7222D) Son of late Sahabuddin Mondal, by faith- Islam, by nationality- Indian, residing at Majher Ait, Rajarhat, Reckjoani,

- P.O. &P.S.- Rajarhat, Dist. North 24 Parganas, Pin -700135, **9.Surabuddin Mondal(PAN BECPM1789H)** Son of late Sahabuddin Mondal, by faith- Islam, by nationality- Indian, residing at Majher Ait, Rajarhat, Reckjoani, P.O. &P.S.- Rajarhat, Dist. North 24 Parganas, Pin -700135, **10.Nasiruddin Mondal(PAN AMRPM8801)** Son of late Sahabuddin Mondal, by faith- Islam, by nationality- Indian, residing at Majher Ait, Rajarhat, Reckjoani, P.O. &P.S.- Rajarhat, Dist. North 24 Parganas, Pin -700135,
- 11. Md. Raju(PAN AIIPR2333R), 12.Rajesh Mohammad (PAN AKDPM4319F) both sons Alibuddin Mondal by faith- Islam, by nationality- Indian, residing at Majher Ait, Rajarhat, Reckjoani, P.O. &P.S.- Rajarhat, Dist. North 24 Parganas, Pin -700135,
- 13. Md. Rafik Uddin (PAN BCQPR0415P), 14 Matabuddin (PAN CNBPM4554K), 15. Md. Samsul Huda (PAN ADVPH4610H), 16. Md. Jalal Uddin (PAN ADOPU9818K), 17. Md. Ansar Uddin (PAN ANAPA1622R), 18. Md. Zakir Uddin(PAN AJMPJ2058B) all sons Aptabuddin Mondal, by faith- Islam, by nationality- Indian, residing at Majher Ait, Rajarhat, Reckjoani, P.O. &P.S.- Rajarhat, Dist. North 24 Parganas, Pin -700135,
- 19. Maruf Uddin(PAN BBXPM5030K), 20. Mostafa uddin(PAN CAWPM1746H) both sons of Matabuddin, by faith- Islam, by nationality- Indian, residing at Majher Ait, Rajarhat, Reckjoani, P.O. &P.S.- Rajarhat, Dist. North 24 Parganas, Pin -700135,
- 21. Laila Bilkus Banu(PAN AEFPB4129L) daughter of late Sahabuddin Mondal Mondal by faith- Islam, by nationality- Indian,

residing at Majher Ait, Rajarhat, Reckjoani, P.O. &P.S.- Rajarhat, Dist. North 24 Parganas, Pin –700135, hereinafter All of them are together called and referred to as the "<u>VENDORS</u>" (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include their heirs, executors, administrators, successors, administrators, legal representatives and/or assigns) of the <u>FIRST PART</u>.

The aforesaid Vendors are represented by their Constituted Attorneys (1) <u>SRI ASHOK KUMAR ROHRA</u>, son of Late Tirath Das Rohra (2) <u>SRI NILESH KUMAR ROHRA</u>, (3) <u>SRI SAGAR KUMAR ROHRA</u>, both sons of Sri. Ashok Kumar Rohra, all by faith- Hindu, by occupation- Business, all are residing at P-73, Bangur Avenue, Block- 'C', Kolkata- 700 055, by virtue of power entrusted to them through several Devolopment Power of Attrorney, 152300292/2021, 152307349/2021, 152307350/2021, 152307351/2021 and 152307352/2021 in Book No - I duly registered at , registered at the Additional Sub-Registrar office.......Rajarhat

#### **AND**

Devi Realtors **Developers** Private Limited (CIN no. U45201WB2020PTC236715), a company incorporated under provisions of the Companies Act, 2013, having its registered office at 73, Block C, Bangur Avenue, Kolkata 700055 (PAN - AAHCD6904E), represented by its directors (1) SRI ASHOK KUMAR ROHRA, son of Late Tirath Das Rohra, having PAN AGNPR4017P (2) SRI NILESH KUMAR ROHRA, son of Sri. Ashok Kumar Rohra, having PAN ARUPR3837P (3) SRI SAGAR KUMAR ROHRA, son of Sri. Ashok Kumar Rohra, having PAN BAPPR5052K, all by faith- Hindu, all by occupation- Business, all are residing at P – 73, Bangur Avenue, Block – C, P.O. Bangur Avenue, P.S Lake Town, Kolkata – 700055, hereinafter called and referred to as the " **PROMOTER**" (which term or expression shall unless excluded by or repugnant to the context or meaning thereof be deemed to mean and include the partners or partner for the time being of the said firm, the survivor or survivors of them

and their heirs, executors and administrators, of the last surviving partner and his/her/their assigns)of the **SECOND PART**.

		<u>AND</u>		
1.	MR, so	on	_, (PAN	), 2. <b>MRS.</b>
	, wife	, (P	AN	), both by faith-
	Hindu, both by occupa	ation- Service, bo	th by nationalit	y- Indian, both are
	residing at	, P.S	P	O,
	Kolkata:	hereinafter	called and re	eferred to as the "
	PURCHASER/S " (wh	ich term or expre	ession shall unl	ess excluded by or
	repugnant to the con-	text be deemed	to mean and	include his heirs,
	executors, administrato	rs, successors, a	dministrators, le	egal representatives
	and/or assigns) of the <u>T</u>	HIRD PART.		
WILEDE	Managara Man	1-1 0 1		ta e af e consulta af
	AS one Kutubuddin Mon			•
J	respect of a plot of land r	· ·		· ·
	nt rights appertaining thereto	_		
	No. 4086 lying and situated			
	of the collector North 24 Parg	•	•	
jurisdicti	on of Rajarhat Bishnupur 1 N	o. Gram panchayet, D	istrict – North 24 P	arganas
AND WI	HEREAS the said Kutubudd	in Mondal has been	in possession of t	ne said property without

<u>AND WHEREAS</u> the said **Kutubuddin Mondal** has been in possession of the said property without any interruption whatsoever from any quarter whomsoever by paying taxes regularly to the competent authority.

<u>AND WHEREAS</u> while is in possession of his property the said **Kutubuddin Mondal** died intestate on 04.09.2016 leaving behind him the following legal heirs and successors :

SI No. Name Relationship with the deceased.

1. Sufiya Bagam Wife
2. Arif Uddin alias Arifuddin Mondal Son

3. Sarifuddin Mandal

Son

4. Sahanaj Parvin

Daughter

AND WHEREAS Sufiya Begam, Arif Uddin alias Arif Uddin Mondal, Sarifuddin Mandal, and Sahanaj Parvin thus became the joint owners in respect of aforesaid plot of land measuring more or less 17.0053 Decimal by way of inheritance under the provisions of Muslim Act.

the Land owners **Arif uddin alias Arif Uddin Mondal & Sarifuddin Mandal** jointly purchased a plots of lands measuring more or less **0.5189 Decimal** in together with all easement rights appertaining thereto **R.S & L.R Dag No. 1625, 1627, 1630, 1631 & 1632** under **L.R Khatian No. 4088** lying and situated **at Mouza – Reckjyoni**, J.L. No. 13, Re: Se: No. 198, Touzi No. 2998 Hal Touzi No. 10 of the collector North 24 Parganas P.S. Rajarhat, A.D.S.R.O Rajarhat , Newtown, within the jurisdiction of Rajarhat Bishnupur 1 No. Gram panchayet, District – North 24 Parganas, **from Sk. Monsur Uddin Ahamed**, through a registered Saf Bikroy Kobla, duly registered at A.D.S.R Rajarhat, Newtown, Book No. I. Volume No. 1523 – 2016, pages from 60693 to 60729, Being No.1779 for the year 2016.

AND WHEREAS having purchased the aforesaid plots of lands the said Land owners Arif uddin alias Arif Uddin Mondal & Sarifuddin Mandal got jointly mutation with the L.R. Settlement Records Vide, L.R Khatian Nos. 8595 & 8588 and also have been in peaceful physical possession over the same.

the Land owners **Arif uddin Alias Arif Uddin Mondal & Sarifuddin Mandal** jointly purchased a plots of lands measuring more or less **0.518875 Decimal** in together with all easement rights appertaining thereto **R.S & L.R Dag No. 1625, 1627, 1630, 1631 & 1632** under **L.R Khatian No. 4088** lying and situated **at Mouza – Reckjyoni**, J.L. No. 13, Re: Se: No. 198, Touzi No. 2998 Hal Touzi No. 10 of the collector North 24 Parganas P.S. Rajarhat, A.D.S.R.O Rajarhat , Newtown, within the jurisdiction of Rajarhat Bishnupur 1 No. Gram panchayet, District – North 24 Parganas, **from Sk. Salauddin Ahamed**, **Sk. Saraf Uddin, Tarif Uddin, Halima Bibi & Mina Mustafi** through a registered Saf Bikroy Kobla, duly registered at A.D.S.R Rajarhat, Newtown, Book No. I. Volume No. 1502 – 2015, pages from 13447 to 13508 Being No. 2078 for the year 2015.

<u>AND WHEREAS</u> having purchased the aforesaid plots of lands the said Land ownesr **Arif uddin alias Arif Uddin Mondal & Sarifuddin Mandal** got jointly mutation with the L.R. Settlement Records, L.R Khatian Nos. 8595 & 8588 and also have been in peaceful physical possession over the same.

AND WHEREAS the Land owner Arif uddin alias Arif Uddin Mondal purchased a plots of lands measuring more or less 1.165 Decimal in together with all easement rights appertaining thereto R.S & L.R Dag No. 1625, 1627, 1630, 1631 & 1632 under L.R Khatian No. 4090 lying and situated at

**Mouza – Reckjyoni**, J.L. No. 13, Re: Se: No. 198, Touzi No. 2998 Hal Touzi No. 10 of the collector North 24 Parganas P.S. Rajarhat, A.D.S.R.O Rajarhat, Newtown, within the jurisdiction of Rajarhat Bishnupur 1 No. Gram panchayet, District – North 24 Parganas, **from Ramicha Khatun Bibi** through a registered Saf Bikroy Kobla, duly registered at A.D.S.R Rajarhat, Newtown, Book No. I. Volume No. 22, pages from 1788 to 1808 Being No. 5935 for the year 2013.

<u>AND WHEREAS</u> having purchased the aforesaid plots of lands the said Land owner No. **Arif uddin alias Arif Uddin Mondal** got mutation with the L.R. Settlement Records, L.R Khatian No. 8595 and also has been in peaceful physical possession over the same.

the Land owner **Sarifuddin Mandal** purchased a plots of lands measuring more or less **1.165 Decimal** in together with all easement rights appertaining thereto **R.S & L.R Dag No. 1625, 1627, 1630, 1631 & 1632** under **L.R Khatian No. 4090** lying and situated **at Mouza – Reckjyoni**, J.L. No. 13, Re: Se: No. 198, Touzi No. 2998 Hal Touzi No. 10 of the collector North 24 Parganas P.S. Rajarhat, A.D.S.R.O Rajarhat , Newtown, within the jurisdiction of Rajarhat Bishnupur 1 No. Gram panchayet, District – North 24 Parganas, **from Ramicha Khatun Bibi** through a registered Saf Bikroy Kobla, duly registered at A.D.S.R Rajarhat, Newtown, Book No. I. Volume No. 22, pages from 1704 to 1724 Being No. 5931 for the year 2013.

<u>AND WHEREAS</u> having purchased the aforesaid plots of lands the said Land owner **Sarifuddin Mandal** got mutation with the L.R. Settlement Records, L.R Khatian No. 8588 and also has been in peaceful physical possession over the same.

AND WHEREAS One Rokeya Khatun alias Rokeya Bibi the Land owner herein is the sole and absolute owner by virtue of a record of rights in respect of a plot of land measuring more or less 1.0647 Decimal together with all easement rights appertaining thereto in R.S & L.R Dag No. 1625, 1627, 1630, 1631 & 1632 under L.R Khatian No. 7364, 7839, lying and situated at Mouza – Reckjyoni, J.L. No. 13, Touzi No. 2998 Hal Touzi No. 10 of the collector North 24 Parganas P.S. Rajarhat, A.D.S.R.O Rajarhat, Newtown, within the jurisdiction of Rajarhat Bishnupur 1 No. Gram panchayet, District – North 24 Parganas.

<u>AND WHEREAS</u> the said Rokeya Bibi has been in possession of the said property without any interruption whatsoever from any quarter whomsoever by paying taxes regularly to the competent authority.

AND WHEREAS One Remuna Bibi the Land owner herein is the sole and absolute owner by virtue of a records of rights in respect of a plot of land measuring more or less 0.4329 Decimal together with all easement rights appertaining thereto in R.S & L.R Dag No. 1630, 1631 under L.R Khatian No.

**7838** Iying and situated **at Mouza – Reckjyoni**, J.L. No. 13, Touzi No. 2998 Hal Touzi No. 10 of the collector North 24 Parganas P.S. Rajarhat, A.D.S.R.O Rajarhat, Newtown, within the jurisdiction of Rajarhat Bishnupur 1 No. Gram panchayet, District – North 24 Parganas.

<u>AND WHEREAS</u> the said Remuna Bibi has been in possession of the said property without any interruption whatsoever from any quarter whomsoever by paying taxes regularly to the competent authority.

<u>AND WHEREAS</u> One Rina Khanam the Land owner herein is the sole and absolute owner by virtue of a records of rights in respect of a plot of land measuring more or less 1.8601 Decimal together with all easement rights appertaining thereto in R.S & L.R Dag No. 1625,1627,1630, 1631 & 1632 under L.R Khatian No. 7368, 7843 lying and situated at Mouza – Reckjyoni, J.L. No. 13, Touzi No. 2998 Hal Touzi No. 10 of the collector North 24 Parganas P.S. Rajarhat, A.D.S.R.O Rajarhat, Newtown, within the jurisdiction of Rajarhat Bishnupur 1 No. Gram panchayet, District – North 24 Parganas.

<u>AND WHEREAS</u> the said Rina Khanam has been in possession of the said property without any interruption whatsoever from any quarter whomsoever by paying taxes regularly to the competent authority.

AND WHEREAS while in khas physical esmali possession over the said plot of land Remuna Bibi transferred her share measuring more or less 0.6318 Decimal together with all easement rights appertaining thereto in R.S & L.R Dag No. 1625,1627 & 1632 under L.R Khatian No. 7363 lying and situated at Mouza – Reckjyoni, J.L. No. 13, Touzi No. 2998 Hal Touzi No. 10 of the collector North 24 Parganas P.S. Rajarhat, A.D.S.R.O Rajarhat, Newtown, within the jurisdiction of Rajarhat Bishnupur 1 No. Gram panchayet, District – North 24 Parganas, in favour of her daughter namely Rina Khanam, by executing a Gift Deed, registered with the office of at A.D.S.R., Rajarhat, Newtown on 06.07.2018 and was recorded in Book No.I., C.D.Volume No. 1523 - 2018, Pages from 255286 to 255319, being No.7595 for the year 2018.

<u>AND WHEREAS</u> having acquired his absolute right, title and interest in respect of the aforesaid property, by virtue of the aforesaid registered Gift Deed, the **Rina Khanam** got applied for mutation with the L.R. Settlement Records and also has been in peaceful physical possession over the same.

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<u>AND WHEREAS</u> One **Md. Safiquddin alias Safiquddin Mondal** the Land owner herein is the sole and absolute owner by virtue of a records of rights in respect of a plot of land measuring more or less

3.7185 Decimal together with all easement rights appertaining thereto in R.S & L.R Dag No. 1625, 1627, 1630, 1631 & 1632 under L.R Khatian No. 7365, 7840 lying and situated at Mouza – Reckjyoni, J.L. No. 13, Touzi No. 2998 Hal Touzi No. 10 of the collector North 24 Parganas P.S. Rajarhat, A.D.S.R.O Rajarhat, Newtown, within the jurisdiction of Rajarhat Bishnupur 1 No. Gram panchayet, District – North 24 Parganas.

<u>AND WHEREAS</u> the said **Md. Safiquddin alias Safiquddin Mondal** has been in possession of the said property without any interruption whatsoever from any quarter whomsoever by paying taxes regularly to the competent authority.

<u>AND WHEREAS</u> One Surabuddin Mondal the Land owner herein is the sole and absolute owner by virtue of a records of rights in respect of a plot of land measuring more or less 3.7216 Decimal together with all easement rights appertaining thereto in R.S & L.R Dag No. 1625, 1627, 1630, 1631 & 1632 under L.R Khatian No. 7366, 7841 lying and situated at Mouza – Reckjyoni, J.L. No. 13, Touzi No. 2998 Hal Touzi No. 10 of the collector North 24 Parganas P.S. Rajarhat, A.D.S.R.O Rajarhat, Newtown, within the jurisdiction of Rajarhat Bishnupur 1 No. Gram panchayet, District – North 24 Parganas.

<u>AND WHEREAS</u> the said **Surabuddin Mondal** has been in possession of the said property without any interruption whatsoever from any quarter whomsoever by paying taxes regularly to the competent authority.

<u>AND WHEREAS</u> One Nasiruddin Mondal the Land owner herein is the sole and absolute owner by virtue of a records of rights in respect of a plot of land measuring more or less 3.7185 Decimal together with all easement rights appertaining thereto in R.S & L.R Dag No. 1625, 1627, 1630, 1631 & 1632 under L.R Khatian No. 7367, 7842 lying and situated at Mouza – Reckjyoni, J.L. No. 13, Touzi No. 2998 Hal Touzi No. 10 of the collector North 24 Parganas P.S. Rajarhat, A.D.S.R.O Rajarhat, Newtown, within the jurisdiction of Rajarhat Bishnupur 1 No. Gram panchayet, District – North 24 Parganas.

<u>AND WHEREAS</u> the said **Nasiruddin Mondal** has been in possession of the said property without any interruption whatsoever from any quarter whomsoever by paying taxes regularly to the competent authority.

AND WHEREAS the Land owner Nasir Uddin Mandal purchased a plots of lands measuring more or less 1.50 Decimal in together with all easement rights appertaining thereto R.S & L.R Dag No. 1625, 1627, 1630, 1631 & 1632 under L.R Khatian No. 4090 lying and situated at Mouza – Reckjyoni, J.L. No. 13, Re: Se: No. 198, Touzi No. 2998 Hal Touzi No. 10 of the collector North 24

Parganas P.S. Rajarhat, A.D.S.R.O Rajarhat, Newtown, within the jurisdiction of Rajarhat Bishnupur 1 No. Gram panchayet, District – North 24 Parganas, **from Ramicha Khatun Bibi** through a registered Saf Bikroy Kobla, duly registered at D.S.R Barasat, North 24 Parganas, Book No. I. Volume No. 22, pages from 1809 to 1829 Being No. 5936 for the year 2013.

the Land owner **Nasir Uddin Mandal** purchased a plots of lands measuring more or less **0.254275 Decimal** in together with all easement rights appertaining thereto **R.S & L.R Dag No. 1625, 1627, 1630, 1631 & 1632** under **L.R Khatian No. 4088** lying and situated **at Mouza – Reckjyoni**, J.L. No. 13, Re: Se: No. 198, Touzi No. 2998 Hal Touzi No. 10 of the collector North 24 Parganas P.S. Rajarhat, A.D.S.R.O Rajarhat , Newtown, within the jurisdiction of Rajarhat Bishnupur 1 No. Gram panchayet, District – North 24 Parganas, **from Sk. Saluddin Ahmed, Tarifuddin, Halima Bibi & Mina Mustafi** through a registered Saf Bikroy Kobla, duly registered at D.S.R – II Barasat, North 24 Parganas, Book No. I. Being No. 2081 for the year 2015.

the Land owner **Nasir Uddin Mandal** purchased a plots of lands measuring more or less **0.2309 Decimal** in together with all easement rights appertaining thereto **R.S & L.R Dag No. 1625, 1627, 1630, 1631 & 1632** under **L.R Khatian No. 4088** lying and situated **at Mouza – Reckjyoni**, J.L. No. 13, Re: Se: No. 198, Touzi No. 2998 Hal Touzi No. 10 of the collector North 24 Parganas P.S. Rajarhat, A.D.S.R.O Rajarhat , Newtown, within the jurisdiction of Rajarhat Bishnupur 1 No. Gram panchayet, District – North 24 Parganas, **from Sk. Mansur Uddin Ahmed** through a registered Saf Bikroy Kobla, duly registered at A.D.S.R Rajarhat, Newtown, North 24 Parganas, Book No. I. Being No. 12545 for the year 2015.

AND WHEREAS having purchased the aforesaid property by virtue of the aforesaid 3 registered Saf Bikroy Kobla, the said Land owner Nasiruddin Mandal got mutation with the L.R. Settlement Records, vide L.R Khatian No. 8598 and also has been in peaceful physical possession over the same.

AND WHEREAS the Land owners Md. Raju & Rajesh Mohammed jointly purchased a plots of lands measuring more or less 0.5189 Decimal in together with all easement rights appertaining thereto R.S & L.R Dag No. 1625, 1627, 1630, 1631 & 1632 under L.R Khatian No. 4088 lying and situated at Mouza – Reckjyoni, J.L. No. 13, Re: Se: No. 198, Touzi No. 2998 Hal Touzi No. 10 of the collector North 24 Parganas P.S. Rajarhat, A.D.S.R.O Rajarhat, Newtown, within the jurisdiction of Rajarhat Bishnupur 1 No. Gram panchayet, District – North 24 Parganas, from Sk. Mansur Uddin Ahmed through a registered Saf Bikroy Kobla, duly registered at A.D.S.R Rajarhat, Newtown, North 24 Parganas, Book No. I, Being No. 12542 for the year 2015.

<u>AND WHEREAS</u> the Land owners **Md. Raju & Rajesh Mohammed jointly** purchased a plots of lands measuring more or less **0.518875 Decimal** in together with all easement rights appertaining

thereto R.S & L.R Dag No. 1625, 1627, 1630, 1631 & 1632 under L.R Khatian No. 4088 lying and situated at Mouza – Reckjyoni, J.L. No. 13, Re: Se: No. 198, Touzi No. 2998 Hal Touzi No. 10 of the collector North 24 Parganas P.S. Rajarhat, A.D.S.R.O Rajarhat, Newtown, within the jurisdiction of Rajarhat Bishnupur 1 No. Gram panchayet, District – North 24 Parganas, from Sk. Saluddin Ahmed, Tarifuddin, Halima Bibi & Mina Mustafi through a registered Saf Bikroy Kobla, duly registered at A.D.S.R Rajarhat, Newtown, North 24 Parganas, Book No. I, Being No. 10922 for the year 2015.

the Land owners **Md. Raju & Rajesh Mohammed jointly** purchased a plots of lands measuring more or less **1.175 Decimal** in together with all easement rights appertaining thereto **R.S & L.R Dag No. 1625, 1627, 1630, 1631 & 1632** under **L.R Khatian No. 4088** lying and situated at **Mouza – Reckjyoni**, J.L. No. 13, Re: Se: No. 198, Touzi No. 2998 Hal Touzi No. 10 of the collector North 24 Parganas P.S. Rajarhat, A.D.S.R.O Rajarhat , Newtown, within the jurisdiction of Rajarhat Bishnupur 1 No. Gram panchayet, District – North 24 Parganas, **from Kamal Uddin Ahmed** through a registered Saf Bikroy Kobla, duly registered at D.S.R - II, North 24 Parganas, Book No. I. Being No. 2097 for the year 2018.

AND WHEREAS the Land owner Md. Raju purchased a plots of lands measuring more or less 2.255 Decimal in together with all easement rights appertaining thereto R.S & L.R Dag No. 1625, 1627, 1630, 1631 & 1632 under L.R Khatian No. 4090 lying and situated at Mouza – Reckjyoni, J.L. No. 13, Re: Se: No. 198, Touzi No. 2998 Hal Touzi No. 10 of the collector North 24 Parganas P.S. Rajarhat, A.D.S.R.O Rajarhat, Newtown, within the jurisdiction of Rajarhat Bishnupur 1 No. Gram panchayet, District – North 24 Parganas, from Ramicha Khatun Bibi through a registered Saf Bikroy Kobla, duly registered at D.S.R - II, North 24 Parganas, Book No. I. Volume No. 22, pages from 1725 to 1745 Being No. 5932 for the year 2013.

the Land owner **Rajesh Mohammad** purchased a plots of lands measuring more or less **1.175 Decimal** together with all easement rights appertaining thereto **R.S & L.R Dag No. 1625, 1627, 1630, 1631 & 1632** under **L.R Khatian No. 4090** lying and situated **at Mouza – Reckjyoni**, J.L. No. 13, Re: Se: No. 198, Touzi No. 2998 Hal Touzi No. 10 of the collector North 24 Parganas P.S. Rajarhat, A.D.S.R.O Rajarhat , Newtown, within the jurisdiction of Rajarhat Bishnupur 1 No. Gram panchayet, District – North 24 Parganas, **from Ramicha Khatun Bibi** through a registered Saf Bikroy Kobla, duly registered at D.S.R - II, North 24 Parganas, Book No. I. Volume No. 22, pages from 1746 to 1766 Being No. 5933 for the year 2013.

<u>AND WHEREAS</u> having purchased the aforesaid property by virtue of the aforesaid registered Saf Bikroy Kobla, the said Land owners **Md. Raju & Rajesh Mohammed** got jointly mutation with the L.R. Settlement Records, Vide L.R Khatian Nos. 8593 & 8596 and also have been in peaceful physical possession over the same.

AND WHEREAS while in khas physical possession over the said plot of lands Md. Alibarddin alias Alibarddin Mondal transferred her share measuring more or less 8.5 Decimal together with all easement rights appertaining thereto in R.S & L.R Dag No. 1625,1627, 1630, 1631 & 1632 under L.R Khatian No. 4087 lying and situated at Mouza – Reckjyoni, J.L. No. 13, Touzi No. 2998 Hal Touzi No. 10 of the collector North 24 Parganas P.S. Rajarhat, A.D.S.R.O Rajarhat, Newtown, within the jurisdiction of Rajarhat Bishnupur 1 No. Gram panchayet, District – North 24 Parganas, in favour of his son namely Md. Raju, by executing a Gift Deed, registered with the office of at A.D.S.R., Rajarhat, Newtown on 02.09.2020 and was recorded in Book No.I, Being No.5667 for the year 2020.

AND WHEREAS while in khas physical possession over the said plot of lands Md. Alibarddin alias Alibarddin Mondal transferred her share measuring more or less 8.5 Decimal together with all easement rights appertaining thereto in R.S & L.R Dag No. 1625,1627, 1630, 1631 & 1632 under L.R Khatian No. 4087 lying and situated at Mouza – Reckjyoni, J.L. No. 13, Touzi No. 2998 Hal Touzi No. 10 of the collector North 24 Parganas P.S. Rajarhat, A.D.S.R.O Rajarhat, Newtown, within the jurisdiction of Rajarhat Bishnupur 1 No. Gram panchayet, District – North 24 Parganas, in favour of his son namely Rajesh Mohammed, by executing a Gift Deed, registered with the office of at A.D.S.R., Rajarhat, Newtown on 02.09.2020 and was recorded in Book No.I, Being No.5634 for the year 2020.

<u>AND WHEREAS</u> having acquired his absolute right, title and interest in respect of the aforesaid property, by virtue of the aforesaid registered Gift Deed, the **Md. Raju & Rajesh Mohammed** got applied for mutation with the L.R. Settlement Records and also has been in peaceful physical possession over the same.

AND WHEREAS the said Aptabuddin Mondal transferred a plots of lands measuring more or less 16.48 Decimal together with all easement rights appertaining thereto Comprised & Contained in R.S & L.R Dag nos. 1625,1627,1630,1631 & 1632 under L.R Khatian No. 4084, lying and situated at Mouza - Rekjyoani, J.L. No. 13, Re: Se: No. 198, Touzi No. 2998 Hal Touzi No. 10 of the collector North 24 Parganas P.S. Rajarhat, A.D.S.R.O Rajarhat , Newtown, within the jurisdiction of Rajarhat Bishnupur 1 No. Gram panchayet,, in favour of his sons namely 1. Md. Rafik Uddin 2. Matabuddin 3. Md. Samsul Huda 4. Md. Jalal Uddin 5. Md. Ansar Uddin & 6. Md. Zakir Uddin by virtue of a registered Gift Deed, duly registered at D.S.R – II, North 24 Parganas, on 04.01.2008 and recorded in Book No.I, Volume No. 58, Pages 21 to 43, being No.16418 for the year 2012.

AND WHEREAS having acquired his absolute right, title and interest in respect of the aforesaid property, by virtue of the aforesaid registered Gift Deed, the 1. Md. Rafik Uddin 2. Matabuddin 3. Md. Samsul Huda 4. Md. Jalal Uddin 5. Md. Ansar Uddin & 6. Md. Zakir Uddin got their name mutuated with the L.R. Settlement Records Vide L.R Khatian No. 7883, 7884, 7885, 7886, 7887 & 7888 and also have been in peaceful physical possession over the same.

AND WHEREAS the Land owners Matabuddin, Md. Samsul Huda , Md. Jalal Uddin, Md. Ansar Uddin , Md. Zakir Uddin purchased a plots of lands measuring more or less 0.91 Decimal in together with all easement rights appertaining thereto R.S & L.R Dag No. 1625, 1627, 1630, 1631 & 1632 under L.R Khatian No. 4088 lying and situated at Mouza – Reckjyoni, J.L. No. 13, Re: Se: No. 198, Touzi No. 2998 Hal Touzi No. 10 of the collector North 24 Parganas P.S. Rajarhat, A.D.S.R.O Rajarhat , Newtown, within the jurisdiction of Rajarhat Bishnupur 1 No. Gram panchayet, District – North 24 Parganas, from Kamal Uddin Ahmed through a registered Saf Bikroy Kobla, duly registered at A.D.S.R Rajarhat, Newtown, North 24 Parganas, Book No. I. Volume No. 1523 - 2018, pages from 356844 to 356881 Being No. 10921 for the year 2018.

AND WHEREAS having purchased the aforesaid property by virtue of the aforesaid registered Saf Bikroy Kobla, the said Land owners Matabuddin, Md. Samsul Huda, Md. Jalal Uddin, Md. Ansar Uddin, Md. Zakir Uddin got jointly mutation with the L.R. Settlement Records, vide L.R Khatian No. 8592, 8591, 8594,8590, 8589, 8597 and also have been in peaceful physical possession over the same.

the Land owners Matabuddin, Md. Rafiquddin, Md. Samsul Huda, Md. Jalal Uddin, Md. Ansar Uddin, Md. Zakir Uddin purchased a plots of lands measuring more or less **0.51864**Decimal in together with all easement rights appertaining thereto R.S & L.R Dag No. 1625, 1627, 1630, 1631 & 1632 under L.R Khatian No. 4088 lying and situated at Mouza – Reckjyoni, J.L. No. 13, Re: Se: No. 198, Touzi No. 2998 Hal Touzi No. 10 of the collector North 24 Parganas P.S. Rajarhat, A.D.S.R.O Rajarhat, Newtown, within the jurisdiction of Rajarhat Bishnupur 1 No. Gram panchayet, District – North 24 Parganas, from Sk. Saluddin Ahmed, Tarifuddin, Halima Bibi & Mina Mustafi through a registered Saf Bikroy Kobla, duly registered at D.S.R -II, North 24 Parganas, Book No. I, Volume No. 1502 - 2015, pages from 13509 to 13608 Being No. 2100 for the year 2015.

<u>AND WHEREAS</u> having purchased the aforesaid property by virtue of the aforesaid registered Saf Bikroy Kobla, the said Land owners **Matabuddin**, **Md. Rafiquddin**, **Md. Samsul Huda**, **Md. Jalal Uddin**, **Md. Ansar Uddin**, **Md. Zakir Uddin** got jointly mutation with the L.R. Settlement Records, L.R

Khatian Nos. 8591, 8590, 8594, 8589, 8597 & 8599 and also have been in peaceful physical possession over the same.

the Land owners Matabuddin, Md. Rafiquddin, Md. Samsul Huda, purchased a plots of lands measuring more or less 1.15938 Decimal in together with all easement rights appertaining thereto R.S & L.R Dag No. 1625, 1627, 1630, 1631 & 1632 under L.R Khatian No. 4090 lying and situated at Mouza – Reckjyoni, J.L. No. 13, Re: Se: No. 198, Touzi No. 2998 Hal Touzi No. 10 of the collector North 24 Parganas P.S. Rajarhat, A.D.S.R.O Rajarhat, Newtown, within the jurisdiction of Rajarhat Bishnupur 1 No. Gram panchayet, District – North 24 Parganas, from Ramicha Khatun through a registered Saf Bikroy Kobla, duly registered at D.S.R -II, North 24 Parganas, Book No. I. Volume No. 22, pages from 1767 to 1787 Being No. 5934 for the year 2013.

<u>AND WHEREAS</u> having purchased the aforesaid property by virtue of the aforesaid registered Saf Bikroy Kobla, the said Land owners **Matabuddin, Md. Rafiquddin, Md. Samsul Huda,** got jointly mutation with the L.R. Settlement Records, L.R Khatian Nos. 8592, 8594, 8599 and also have been in peaceful physical possession over the same.

the Land owners Md. Jalal Uddin, Md. Ansar Uddin, Md. Zakir Uddin purchased a plots of lands measuring more or less 1.5938 Decimal in together with all easement rights appertaining thereto R.S & L.R Dag No. 1625, 1627, 1630, 1631 & 1632 under L.R Khatian No. 4090 lying and situated at Mouza – Reckjyoni, J.L. No. 13, Re: Se: No. 198, Touzi No. 2998 Hal Touzi No. 10 of the collector North 24 Parganas P.S. Rajarhat, A.D.S.R.O Rajarhat, Newtown, within the jurisdiction of Rajarhat Bishnupur 1 No. Gram panchayet, District – North 24 Parganas, from Ramicha Khatun Bibi through a registered Saf Bikroy Kobla, duly registered at D.S.R -II, North 24 Parganas, Book No. I. Volume No. 22, pages from 1830 to 1850 Being No. 5937 for the year 2013.

AND WHEREAS having purchased the aforesaid property by virtue of the aforesaid registered Saf Bikroy Kobla, the said Land owners Md. Jalal Uddin, Md. Ansar Uddin, Md. Zakir Uddin got jointly for mutation with the L.R. Settlement Records, vide L.R Khatian Nos. 8591, 8590, 8589, 8597 and also have been in peaceful physical possession over the same.

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the Land owners Md. Jalal Uddin & Md. Ansar Uddin jointly purchased a plots of lands measuring more or less 0.5189 Decimal in together with all easement rights appertaining thereto R.S & L.R Dag No. 1625, 1627, 1630, 1631 & 1632 under L.R Khatian No. 4088 lying and situated at Mouza – Reckjyoni, J.L. No. 13, Re: Se: No. 198, Touzi No. 2998 Hal Touzi No. 10 of the collector North 24 Parganas P.S. Rajarhat, A.D.S.R.O Rajarhat, Newtown, within the jurisdiction of Rajarhat Bishnupur 1 No. Gram panchayet, District – North 24 Parganas, from Sk. Mansur Uddin Ahmed through a registered Saf Bikroy Kobla, duly registered at A.D.S.R Rajarhat,

Newtown, North 24 Parganas, Book No. I. Volume No. 1523 - 2015, pages from 192822 to 192858 Being No. 12543 for the year 2015.

AND WHEREAS having purchased the aforesaid property by virtue of the aforesaid registered Saf Bikroy Kobla, the said Land owners Md. Jalal Uddin & Md. Ansar Uddin got jointly mutation with the L.R. Settlement Records, vide L.R Khatian Nos. 8591, 8590, 8589 and also have been in peaceful physical possession over the same.

the Land owners **Md. Jalal Uddin & Md. Raju jointly** purchased a plots of lands measuring more or less **0.0728 Decimal** in together with all easement rights appertaining thereto **R.S & L.R Dag No. 1625, 1627, 1630, 1631 & 1632** under **L.R Khatian No. 4089** lying and situated **at Mouza – Reckjyoni**, J.L. No. 13, Re: Se: No. 198, Touzi No. 2998 Hal Touzi No. 10 of the collector North 24 Parganas P.S. Rajarhat, A.D.S.R.O Rajarhat , Newtown, within the jurisdiction of Rajarhat Bishnupur 1 No. Gram panchayet, District – North 24 Parganas, **from Rahima Bibi** through a registered Saf Bikroy Kobla, duly registered at A.D.S.R Rajarhat, Newtown, North 24 Parganas, Book No. I. Volume No. 1523 - 2019, pages from 41278 to 41310 Being No. 901 for the year 2019.

<u>AND WHEREAS</u> having purchased the aforesaid property by virtue of the aforesaid registered Saf Bikroy Kobla, the said Land owners **Md. Jalal Uddin & Md. Raju** got jointly mutation with the L.R. Settlement Records, Vide L.R Khatian No. 8590, 8591, 8593 and also have been in peaceful physical possession over the same.

a plots of lands measuring more or less **1.78 Decimal** in together with all easement rights appertaining thereto **R.S & L.R Dag No. 1625**, **1627**, **1630**, **1631 & 1632** under **L.R Khatian No. 4088** lying and situated **at Mouza – Reckjyoni**, J.L. No. 13, Re: Se: No. 198, Touzi No. 2998 Hal Touzi No. 10 of the collector North 24 Parganas P.S. Rajarhat, A.D.S.R.O Rajarhat, Newtown, within the jurisdiction of Rajarhat Bishnupur 1 No. Gram panchayet, District – North 24 Parganas, **from Sk. Jamal Uddin** through a registered Saf Bikroy Kobla, on 31.07.2007, duly registered at D.S.R – II, North 24 Parganas, Book No. I. Being No. 1035 for the year 2016.

<u>AND WHEREAS</u> having purchased the aforesaid property by virtue of the aforesaid registered Saf Bikroy Kobla, the said Land owners **Md. Maruf Uddin & Md. Mostafa Uddin** got jointly applied for mutation with the L.R. Settlement Records and also have been in peaceful physical possession over the same.

<u>AND WHEREAS</u> One Laila Bilkus Banu the Land owner herein is the sole and absolute owner by virtue of a records of rights in respect of a plot of land measuring more or less 1.8575 Decimal together with all easement rights appertaining thereto in R.S & L.R Dag No. 1625, 1627, 1630, 1631 & 1632 under L.R Khatian No. 7369,7844 lying and situated at Mouza – Reckjyoni, J.L. No. 13, Touzi No. 2998 Hal Touzi No. 10 of the collector North 24 Parganas P.S. Rajarhat, A.D.S.R.O Rajarhat, Newtown, within the jurisdiction of Rajarhat Bishnupur 1 No. Gram panchayet, District – North 24 Parganas.

<u>AND WHEREAS</u> the said Laila Bilkus Banu has been in possession of the said property without any interruption whatsoever from any quarter whomsoever by paying taxes regularly to the competent authority.

AND WHEREAS the land owners herein, with the intention of construction of multi-storied building over the said plot of land have approached the developer and on the basis of such approach made by the owner, the developer being experienced in developing the properties, have agreed to develop the said property, more fully and particularly described in the FIRST SCHEDULE hereunder written and hereinafter called the "SAID PROPERTY"

The Land Owner and the Promoter have entered into several joint development agreements i.e. 152309747/2020 and 152306811/2021 and 152306812/2021 and 152306814/2021 and 152306815/2021 all are in Book No I. All of the agreements are registered at the office of the Additional District Sub-Registrar at Rajarhat, Newtown, North 24 Parganas, West Bengal

AND WHEREAS the Developer got sanction of a building plan from The Office of The Rajarhat Panchayat Samity, Rajarhat, North 24 Parganas to develop the Project vide approval memo no. 444/RPS, dated 04/04/2022 and For commercial exploitation of the property morefully and particularly described in the First schedule hereunder written by constructing several units of residential flats and commercial Space and car parking space thereupon.

AND WHEREAS in pursuance of the said agreement dated 18<sup>th</sup> December, 2020 and the said Power of Attorney, the developer has been constructing a G+4 storeyed building consisting of several flats, Commercial Space & Car parking Space in accordance with the building plan sanctioned by the Rajarhat Panchayat Samity.

AND WHEREAS The Purchasers have duly satisfied itself in all respect and prior to the execution of these presents the Developer has explained the scheme of the project to the purchaser and the purchaser have duly examined plan, layout, orientation and the scheme of the aforesaid Project and the purchasers have accordingly satisfied himself as to the quality of construction, materials used dimensions, size, floor plan amenities and facilities and all other aspects of the said flat, the block and / or the project. The Deeds and all other relevant documents where under the Vendors above named have acquired right, title & interest in the lands and the details of the aforesaid land to comprise of the Project Devi AMULYAM has been duly inspected by the purchasers and satisfied for the same.

<b>AND WHEREAS</b> in terms of the agreement dated made between the
Vendors as the owners and the confirming party as the Developer and the
Purchaser herein, the Vendors and the Developer have agreed to sell and
transfer unto the Purchaser herein ALL THAT a self contained residential flat,
identified by Flat No. ', in Block, measuring more or less
Sq.ft. super built up area, (including 25% Super built-up area),
located at FLOOR of the premises namely "DEVI AMULYAM"
TOGETHERWITH undivided impartible proportionate share of land, lying and
situated at R.S & L.R Dag No. 1625, 1627, 1630, 1631 & 1632 under R.S.
Khatian no-198, lying and situated at Mouza - REKJUANI, J.L. No. 13,
Touzi No. 2998 Hal Touzi No. 10 of the collector North 24 Parganas P.S.
Rajarhat, A.D.S.R.O Rajarhat , Newtown, within the jurisdiction of
Rajarhat Bishnupur 1 No. Gram panchayet, District – North 24 Parganas,
West Bengal- 700135, TOGETHERWITH right to common use of common
areas and facilities attached to the said building, morefully and particularly

desc	ibed i	n the <b>TH</b>	IRD SCHEDULE	hereinb	elow,	subject to m	ıake pa	yment
of pr	oportio	onate exp	penses for mainte	nance	of com	mon areas	and fac	cilities,
more	fully a	nd partic	ularly described in	the <b>FO</b>	URTH	SCHEDULE	E herein	below
for	а	total	consideration	of	Rs.	<i>J</i> -	(R	upees
			) o	<b>nly</b> and	d the	Purchaser	herein	have
Ū	ed to partions.	purchase	the same at the	above	price u	ınder followi	ng term	s and

### - :: NOW THIS INDENTURE WITNESSETH AS FOLLOWS ::-

In pursuance of the said agreement and at the total consideration of sum of
Rs only paid by the Purchasers to
confirming party / Developer in manner stated in the memo of consideration
appended below (the receipt whereof the Developer do hereby receipt
hereunder written admit and acknowledge and from the same and every part
thereof) the Vendors and the Developer doth hereby acquit, release and
forever discharge the said proportionate undivided share of interest in the said
land and also the flat, identified by Flat No. ' ', in Block-
measuring more or lessSq.ft. area (including 25 % Super
built up area), located at FLOOR of the premises namely "
Devi AMULYAM " to the Purchaser. They the Vendors and the Developer do
and each of them doth hereby sale, grant, transfer, convey, assign, and
assure unto the Purchaser ALL THAT proportionate undivided share of
interest of ALL THAT piece and parcel of land containing area of measuring
more or less 91 Decimals equivalent to 55 Cotthas be the same a little more
or less as well as the said flat, identified by Flat No. '', in Block,
measuring more or less Sq.ft. super built up area ( including 25%
Super built up area), located at FLOOR of the premises namely
"Devi AMULYAM", and morefully particularly described in the SECOND
SCHEDULE hereunder written and delineated in the map or plan hereto
annexed and thereon bordered in $\ensuremath{RED}$ (hereinafter referred to as the said
proportionate undivided share in the said land and the said flat) OR
HOWSOEVER OTHERWISE the said proportionate undivided share in the
said land and said flat now are or is or at any time to times heretofore were or

was situated, butted and bounded, called, known, numbered, described and distinguished TOGETHERWITH all boundary walls, areas, sewers, drains, paths, passages, water, water-sources and all manner of ancient and other lights, liberties, rights, easements, privileges, advantages, emolument, appendages and appurtenances, whatsoever standing and being into or upon or belonging thereon or any part thereof with which the same now are/or is or at any time or times heretofore were or was held, used, occupied, enjoyed, accepted, reputed, deemed taken or known as part parcel or member thereof or appurtenant thereto AND ALL THE REVERSION OR REVERSIONS, REMAINDER OR REMAINDERS AND THE RENTS issues and profits thereof and every part thereof and all the estate, right, title, interest, claim use inheritance trust possession property or demand whatsoever of the Vendors and the Developer doth at law or in equity into and upon the said undivided proportionate share in the said land and the said flat TOGETHERWITH their and every of their respective rights liberties and appurtenances whatsoever unto the Purchaser free from all encumbrances trust and lispendens attachments, whatsoever AND TOGETHERWITH easements or quasi easement and other stipulations and provision in connection with the beneficial use and enjoyment of the said proportionate undivided share in the said land and the said flat TO HAVE AND TO HOLD the said proportionate undivided share in the said land the said flat and all other rights, hereby granted, sold, conveyed, transferred, assigned and assured and every part hereof absolutely and forever.

# THE VENDORS AND THE DEVELOPER DO AND EACH OF THEM DOTH HEREBY COVENANT WITH THE PURCHASERS AS FOLLOWS

(a) That notwithstanding any act deed or thing whatsoever heretofore done committed or knowingly suffered by the Vendors and the Developer to the contrary the Vendors and the Developer are lawfully and absolutely seized and possessed of or otherwise well and sufficiently entitled to the said proportionate undivided share in the said land and the said flat hereby sold, granted, transferred, conveyed, assigned

and assured as an absolute and indefeasible estate or an estate equivalent or analogous thereto and free from all encumbrances whatsoever.

- (b) That the Vendors and the Developer have good rightful power and absolute and indefeasible authority to sell, grant, transfer and convey the said proportionate undivided share in the said land and the said flat and every part thereof unto and to the use of the Purchasers in the manner aforesaid and according to the true intent and meaning of these present.
- (c) That it shall be lawful for the Purchasers at all times hereafter peacefully and quietly to enter into and upon and hold occupy and enjoy the said flat and receive the rents issues and profits thereof without any lawful eviction, interruption hindrance, disturbance, claim or demand, whatsoever from or by the Vendors and the Developer or any person or persons having or lawfully or the Developer or any person or persons having or lawfully claiming any estate, right, title and interest whatsoever in the said proportionate undivided share in the said land, and the said flat from under through or in trust for the Vendors and the Developer and free clear and freely and clearly and absolutely acquitted exonerated and forever discharged or otherwise by the Vendors and the Developer well and sufficiently saved defended kept harmless and indemnified or from the against all charge lispendens and encumbrances, whatsoever made done executed or knowingly suffered by the Vendors and the Developer.
- (d) That the Vendors and the Developer all persons having or lawfully or equitably claiming any estate, right, title or interest whatsoever in the said proportionate share in the said flat from through under or in trust for the Vendors and the Developer shall and will from time to time and all times hereafter at the request and cost of the Purchasers do make acknowledge and execute or cause to be done made acknowledge and executed all such further and other acts, deeds, things and assurances whatsoever for further better and more perfectly assuring the said proportionate undivided share in the said land and the said flat hereby sold, granted, transferred, conveyed, assigned and assured and every part thereof unto and to the use of the Purchasers as shall or may be reasonably required.

## THE PURCHASERS DOTH HEREBY COVENANT WITH THE VENDORS AND THE DEVELOPER AS FOLLOWS:

- (a) That the Purchasers shall maintain at their own cost the units hereby sold and conveyed in good condition.
- (b) The Purchasers shall keep the walls of the said flat and partition walls, sewers, drains, pipe and other fittings and fixture appurtenances thereto belonging in good tenable repair and conditions in particularly so as to support, shelter and project and parapets and other portion of the building besides the said unit.
- (c) That the Purchasers shall not use the said flat for any purpose other than for residential purpose and shall not store or allow to be stored any inflammable goods other than domestic use.
- (d) That the Purchasers shall not at any time demolish or cause to be demolished, damage or cause to be damaged the unit or any part thereof which will weaken the main structure of the building or do any such thing without approval of Vendors Architect and Engineers.
- (e) Upon the formation and registration of the said Society/Association the respective obligations and convenience of the Vendors, the Purchasers and all other person and persons owning other units in the said building herein contained shall cease and shall vest in the Society/Association.
- (f) The Purchasers, their servants and agents shall not in any way obstruct or cause to be obstructed the common passages, landings, staircase of the said property not store therein any rubbish or other materials.
- (g) From the date of delivery of possession of the said premises and/or unit, the Purchasers shall pay the proportionate cost of yearly maintenance charges for service and maintenance of common parts, common easements, etc. as mentioned in the Fourth Schedule hereto.

- (h) So long as the said premises shall not be separately assessed for Municipal Taxes, the Purchasers shall pay the proportionate share of the Municipal Taxes, rates (both owner and occupier) Surcharge if any assessed on the said property and the building thereon applicable from the date of execution of Deed of Conveyance.
- (i) The Purchasers shall be allowed to install or affix any name plate, signboard in the place specified for the purpose in the said building.
- (j) That the Purchasers shall have to pay the Yearly maintenance charges of the lift whether they uses the lift or not.
- (k) That the Purchasers shall have absolute right to sell, mortgage, gift, lease or any kind of transfer the said flat hereby sold, conveyed, granted, transferred including the super built-up area.
- (I) That the Purchasers shall not throw or accumulate dirt, rubbish, rags or other refuses or permit the same to be thrown or allow the same to be accumulated in their flat or in the compound or any portion of the said building.
- (m) That the Purchasers shall have the common right of use and enjoyment of the roof of the top floor of the building and the Purchaser, their heirs, executors, administrators, representatives, assigns shall not claim any right for further construction on the roof for any purpose.
- (n) That the Purchasers hereby undertakes that he will perform, fulfil and abide by all the terms and conditions, covenants, obligations as mentioned in FOURTH and FIFTH Schedule hereinafter written and this sale is subject to the aforesaid terms, conditions and covenants, obligations and rules.
- (0) The right of the Purchasers shall remain restricted to the said flat and the properties appurtenant thereto and shall not have any right whatsoever or howsoever into or upon the other parts of the building.

(p) The Vendors and the Developer will support any application made by the Purchasers for mutation of the name of the Purchasers on the said flat hereby sold and will at the cost of the person requiring the same to do all that may be required to do for obtaining mutation in favour of the Purchasers.

#### **FIRST SCHEDULE ABOVE REFERRED TO:**

(Total area of land to be developed)

A plot of land measuring more or less **91 Decimal** together with all easement rights appertaining thereto in **R.S & L.R Dag No. 1625**, **1627**, **1630**, **1631 & 1632** under **L.R Khatian No**:

8827 8595 7844 7369 8587 8592 7883 8828 8589 7886 8597 7887 8590 7885 8549 8593 8692 7840 7365 8811 8594 7888 7884 7842 8598 7367 8596 8022 7838 7363 7843 7368 7364 8588 8808 7841 7366 4086 4084 lying and situated at Mouza – Reckjyoani, J.L. No. 13, Touzi No. 2998 Hal Touzi No. 10 of the collector North 24 Parganas P.S. Rajarhat, A.D.S.R.O Rajarhat, Newtown, within the jurisdiction of Rajarhat Bishnupur 1 No. Gram panchayet, District – North 24 Parganas. West Bengal: 700135.

**Butted & Bounded by:** 

On the North: Others Property.

On the South: 12 feet panchayat road.

On the East: Others Property.

On the West: 23 feet Wide Panchayat Road.

#### SECOND SCHEDULE ABOVE REFERRED TO

(Description of the flat hereby sold)

	ALL TI	<b>HAT</b> r	ight,	title	and intere	st in r	espect (	of a	self-co	ntained	residen	tial
flat, id	entified	by <b>Fl</b> a	at No	o. '	', in <b>Blo</b>	ck –	, m	eası	uring m	ore or I	ess	
Sa.ft.	Super	built	un	area	(including	1 25%	6 Supe	r bi	ıilt un	area)	located	at

\_\_\_\_\_\_\_FLOOR of the premises, consisting of 2 Bed rooms, 1 Dining-cum-Living, 1 Kitchen, 2 Toilets of the premises namely "DEVI AMULYAM" TOGETHERWITH undivided impartible proportionate share of interest in the land comprised in the said property, under R.S. & L.R Dag No. 1625, 1627, 1630, 1631 & 1632 under R.S. Khatian no-198, lying and situated at Mouza – REKJUANI, J.L. No. 13, Touzi No. 2998 Hal Touzi No. 10 of the collector North 24 Parganas P.S. Rajarhat, A.D.S.R.O Rajarhat , Newtown, within the jurisdiction of Rajarhat Bishnupur 1 No. Gram panchayet, District – North 24 Parganas, West Bengal-700135, TOGETHERWITH common areas, facilities, amenities of the demised premises, shown in the annexed site plan by RED bordered boundary line, morefully and particularly described in the FIRST SCHEDULE hereinabove is hereby sold. The property hereby sold is butted and bounded as under:

ON THE NORTH:

ON THE SOUTH :

ON THE EAST :

ON THE WEST :

#### THIRD SCHEDULE ABOVE REFERRED TO

(common use of common areas and facilities)

#### Part 1 – Common Area and Portions (with access for all allottees)

- a. Lobbies, stair case and lifts.
- b. The ultimate roof of the building areas

- c. Open pathways, Boundary walls, all gates to the premises.
- d. Security room, Common Toilets.
- e. Swimming Pool, Gym, Community hall, Badminton Court, Games Room, Gardens, Kids Play Area, Rooftop Toilets and Changing Rooms.

## <u>Part 2 – Service Area and Portion (With access for only maintenance staff and Association)</u>

- a. Stair Head Room, Service Rooms, Lift Machine Room, Lift well.
- b. Electric Meters, Wiring and electric accessories for lighting of common areas in the block.
- c. Electric transformer/s, Electric cables.
- d. Overhead water reservoirs, Underground water reservoir, Exterior Water pipes/ pipe lines.
- e. Drains sewers, septic tank/s and their connection with the KMC.
- f. All Pumps and motors including of swimming pool area, Water filter plant area.
- g. All external lighting, Generator Room, DG area.

#### FOURTH SCHEDULE ABOVE REFERRED TO

(Cost of maintenance of common service or facilities)

1. Cost of maintenance, repairing, redecorating. Etc. of the main structure and in particular the gutters fresh and rain water pipe drains, sewerage and water storage tanks and electric wires, motors generators and other applications and passages in or under or upon the building and enjoyed or used by the purchasers in common with the other occupiers of flats and main entrance passage landing staircase of the building enjoyed by the purchasers or used by them in common as aforesaid and boundary walls of the building, compound, terraces etc.

- 2. Cost of cleaning and lighting the passage, landing, staircase life and other parts of the building as enjoyed or used by the purchasers in common as aforesaid.
- 3. Cleaning and maintenance of Swimming Pool, Gym, Community hall, Badminton Court, Games Room, Gardens, Kids Play Area, Rooftop Toilets and Changing Rooms.
- **4.** Cost of maintenance and decorating the exteriors of the building.
- **5.** Cost of working and maintenance of light and service charges.
- **6.** Municipal rates and taxes, Save those separately assessed for flat.
- **7.** Premium of insurance of the building.
- **8.** Costs and charges of establishment for maintenance of the building and the said salaries of all persons employed for the same purpose.
- **9.** Yearly lift maintenance charge.
- **10.** The office expenses incurred for maintaining the office for common purpose.
- 11. All other expenses and outgoing as are deemed by the Developer to the necessary incidental for and regulating interest and/or the rights of the purchasers and occupiers including the Developer and the owners or coshares.

### THE FIFTH SCHEDULE ABOVE REFFERED TO

(Easements)

The purchaser and other Co - Owners shall be entitled to all right privileges, vertical and lateral supports, easements, quassi-easements, appendages and/or

appurtenances whatsoever belonging to and/ or in unwise appertaining to their respective flats/apartment or the roof or the building or therewith usually held, used occupies or enjoyed or reputed to be known as part hereafter morefully specified.

- 1. The right to access in common with the co-owners of the building at all times and for all normal domestic purpose connected with the use and enjoyment of the said flat/apartment and other flats/apartments in the said buildings.
- 2. The right of way in common as aforesaid and at all times and for all purposes connected with the reasonable use and enjoyment of the respective flats of the Co-owners comprised within the said buildings and the said land.
- 3. The right of paths and passages in all the common portions for gas, electricity, water from and to the respective flats of the Co-owners and the roof of the building through pipes, drains wires and conduits lying or being in under through or over the said building and the said land as they may be reasonably necessary for the beneficial occupation of the areas of the co-owners for all purpose whatsoever.
- 4. The right passage of utilities including connection for telephone, television pipes, cables, conduits etc. through each and every part of the building including the said unit.
- 5. Right to support shelter and protection of each portion of the building by other and /or other thereof as far as they protect the same.
- 6. The absolute unfiltered and unencumbered right over the common portions subject to the terms and conditions herein contained.
- 7. Such right, supports, easements and appurtenances as usually held, uses occupied or enjoyed as part or parcel of the said unit.

- 8. Right to install television antenna on the stair cover of the roof of the building without in any manner disturbing any co owners entitled exclusively to the same.
- 9. The right with or without workmen are necessary supply of materials of the purchasers to enter from time to time upon the other parts of the building including the other units for the purposes of repairing so far as may be necessary such pipes, drains, wires and conduits and for the purpose of rebuilding repairing or cleaning any part or portions of the said building in so far as such repairing or cleaning as aforesaid can not be reasonably carried out without such entries.
- 10. The right to use stair case and lift in common with co -owners of the building.

<u>IN</u>	WITNESSES	WHEREOF,	the	Parties	have	hereunto	set	their	respective
signature on the day, month and year first above written.									

# SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

1.

As Constitutate Attorney for and on behalf of Vendors . Signature of the Vendor.

2.

Signature of the Promoter

Signature of the Purchaser/s.

RECEIVED Rs.	/- (Rupees	) (	only from the within nam	ed				
Purchasers being full	and final consideration	n as per follow	ing memo:-					
MEMO OF CONSIDERATION								
Cheque/Draft	Date.	Bank	Amount					
	Sid	nnature of the D	eveloper/ Confirming party.					
	Oi		ovolopon Commining party.					
DRAFTED AND PREPAR	RED BY:							