

**DEED OF CONVEYANCE**1. **Date :**2. **Place : Kolkata**3. **Parties :**

3.1 **SHARDA CHOKHANI [PAN : ACRPC8195K], [AADHAAR NO. 849369824635] & [MOBILE NO. 9830969692]**, wife of Late Ashok Kumar Chokhani, daughter of Narsingh Dass Singhi, by faith - Hindu, by occupation - House wife, by nationality - Indian, residing at Arch Shivam, Flat No. 3B, 3rd Floor, 2, Lower Rawdon Street, Circus Avenue, P.O. L.R. Sarani, P.S. Ballygunge, Kolkata - 700020, District South 24 Parganas, West Bengal.

3.1.1 **ABHISHEK CHOKHANI [PAN : AERPC8700J], [AADHAAR NO. 697369995504] & [MOBILE NO. 9830069692]**, son of Late Ashok Kumar Chokhani, by faith - Hindu, by occupation - Business, by nationality - Indian, residing at Arch Shivam, Flat No. 3B, 3rd Floor, 2, Lower Rawdon Street, Circus Avenue, P.O. L.R. Sarani, P.S. Ballygunge, Kolkata - 700020, District South 24 Parganas, West Bengal.

3.1.2 **MONA CHOKHANI [PAN : AIBPB2347L], [AADHAAR NO. 451254755889] & [MOBILE NO. 9836469692]**, wife of Abhishek Chokhani, daughter of Hari Prasad Beriwal, by faith - Hindu, by occupation - Business, by nationality - Indian, residing at Arch Shivam, Flat No. 3B, 3rd Floor, 2, Lower Rawdon Street, Circus Avenue, P.O. L.R. Sarani, P.S. Ballygunge, Kolkata - 700020, District South 24 Parganas, West Bengal.

The said (1) Sharda Chokhani, (2) Abhishek Chokhani & (3) Mona Chokhani, jointly represented by their constituted attorney, **PRAJAPATI INFRASTRUCTURE CO [PAN : AAZFP5725A]**, a Partnership Firm, having its office address at 1st Floor, 41/A, Tara Chand Dutta Street, P.O. Kolutolla, P.S. Jorasanko, Kolkata - 700073, District - Kolkata, West Bengal, represented by its Managing Partner namely **SANDEEP KUMAR SARAOGI [PAN : AIIPS2104F], [AADHAAR NO. 390030226095] & [MOBILE NO. 9830035958]**, son of Shyam Sunder Saraogi, by faith - Hindu, by occupation - Business, by nationality - Indian, residing at 1st Floor, 41A, Tara Chand Dutta Street, P.O. Kolutolla, P.S. Jorasanko, Kolkata - 700073, District - Kolkata, West Bengal, by executing a Registered Development Power of Attorney After Registered Development Agreement, which was registered on 22.12.2022, registered in the office of the D.S.R.-II, North 24 Parganas at Barasat, and recorded in Book No. I, Volume No. 1502-2023, Pages from 1508 to 1525, being Deed No. 150208035 for the year 2022.

Hereinafter jointly called and referred to as the **"LANDOWNERS/VENDORS"** (which terms and 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 of ....., by faith - ....., by occupation - ....., by nationality - Indian, residing at ....., P.O. ...., P.S. ...., District - ....., Pin - ....., State - .....

3.2.1 ..... [PAN : .....], [AADHAAR NO. ....] & [MOBILE NO. ....], son 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 heirs, executors, administrators, representatives and assigns) of the **SECOND PART**.

**AND**

3.3 **PRAJAPATI INFRASTRUCTURE CO [PAN : AAZFP5725A]**, a Partnership Firm, having its office address at 1st Floor, 41/A, Tara Chand Dutta Street, P.O. Kolutolla, P.S. Jorasanko, Kolkata - 700073, District - Kolkata, West Bengal, represented by its Managing Partner namely **SANDEEP KUMAR SARAOGI [PAN : AIIPS2104F], [AADHAAR NO. 390030226095] & [MOBILE NO. 9830035958]**, son of Shyam Sunder Saraogi, by faith - Hindu, by occupation - Business, by nationality - Indian, residing at 1st Floor, 41A, Tara Chand Dutta Street, P.O. Kolutolla, P.S. Jorasanko, Kolkata - 700073, District - Kolkata, West Bengal.

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

Landowners/Vendors, Purchaser 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.** '.....', '**Type**-.....', on the ..... **Floor**, ..... **Side**, in '**Block**-.....', measuring ..... **Square Feet be the same a little more or less of super built up area**, ALONGWITH piece and parcel of one cement flooring **Covered Car Parking Space (without shutter)**, on the **Ground Floor**, in '**Block**-.....',

measuring ..... **Square Feet be the same a little more or less of covered area**, lying and situate in the building complex namely "**PRAJAPATI GREENS**", morefully described in the Second Schedule hereunder written, lying and situated on the plot of land, which is morefully described in the First Schedule hereinafter written, together with undivided share of land, common areas, common amenities and common facilities of the 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 AND TOTAL JOINT OWNERSHIP OF (1) SHARDA CHOKHANI, (2) ABHISHEK CHOKHANI & (3) MONA CHOKHANI, LANDOWNERS HEREIN, IN RESPECT OF FIRST SCHEDULE PROPERTY, AS IT FOLLOWS :**

5.1.1.1 **Absolute Joint Ownership of (1) M/s. Sandeep Trading Co., (2) M/s. H.R.G. Finance & Investment Consultants (P) Ltd. & (3) Synchron Commercial Pvt. Ltd. under Deed No. 05145 for the year 2007 :** One (1) M/s. Sandeep Trading Co., (2) M/s. H.R.G. Finance & Investment Consultants (P) Ltd. (now known as Utkal Realtors Pvt. Ltd.) & (3) Synchron Commercial Pvt. Ltd., were the absolute joint owners of ALL THAT piece and parcel of land measuring 21 (Twenty One) Cottahs 0 (Zero) Chittack 34 (Thirty Four) sq.ft. more or less, comprised in C.S. Dag Nos. 1118, 1119 & 1120 corresponding to R.S. Dag Nos. 1183, 1184 & 1185, under R.S. Khatian No. 2182, L.R. Khatian Nos. 2720 & 3579, in Mouza - Reckjoani, J.L. No. 13, Re. Sa No. 198, Touzi No. 172, 2998, Hal Touzi No. 10, Pargana - Kalikata, P.S. Rajarhat, in the District North 24 Parganas, by purchasing the same from one (1) Rehana Rahman, (2) Sami-Ur-Rahman, (3) Nafisa Mahmood & (4) Fauzia Mahmood, by the strength of a Registered Deed of Conveyance, registered on 18.01.2007, registered in the office of the D.S.R.-II, North 24 Parganas, at Barasat, and recorded in Book No. I, CD Volume No. 8, Pages 5059 to 5085, being Deed No. 05145 for the year 2007.

5.1.1.2 **L.R. Records :** After having absolute possession and absolute ownership over the aforesaid property, the said (1) M/s. Sandeep Trading Co., (2) M/s. H.R.G. Finance & Investment Consultants (P) Ltd. (now known as Utkal Realtors Pvt. Ltd.) & (3) Synchron Commercial Pvt. Ltd., duly recorded their/its names in the record of the L.R. Settlement in L.R. Khatian Nos. 5003, 5004 & 5005 respectively.

5.1.1.3 **Joint Sale by the said (1) M/s. Sandeep Trading Co., (2) Utkal Realtors Pvt. Ltd. (formerly known as M/s. H.R.G. Finance & Investment Consultants (P) Ltd.) & (3) Synchron Commercial Pvt. Ltd. to M/s. Overtop Highrise Private Limited :** While in absolute possession and absolute ownership over the aforesaid property, the said (1) M/s. Sandeep Trading Co., (2) Utkal Realtors Pvt. Ltd. (formerly known as M/s. H.R.G. Finance & Investment Consultants (P) Ltd.) & (3) Synchron Commercial Pvt. Ltd. to M/s. Overtop Highrise Private Limited, jointly sold, transferred and conveyed a plot of land measuring :

*SS Sarangi*

R.S./L.R. Dag No.	R.S. Khatian No.	L.R. Khatian No.	Total Land in Dag [In Decimal]	Sold Property [In Decimal]	Sold Property K - CH - FT.
1183	2182	5003, 5004 & 5005	03	03.00	01-13-00
1184	2182	5003, 5004 & 5005	38	30.69	18-09-04
1185	2182	5003, 5004 & 5005	50	01.10	00-10-30
				34.79	21-00-34

In total land measuring 34.79 (Thirty Four Point Seven Nine) Decimals more or less equivalent to 21 (Twenty One) Cottahs 0 (Zero) Chittack 34 (Thirty Four) sq.ft. more or less, comprised in C.S. Dag Nos. 1118, 1119 & 1120 corresponding to R.S. Dag No. 1183, 1184 & 1185, under R.S. Khatian No. 2182, L.R. Khatian Nos. 5003, 5004 & 5005, in Mouza - Reckjoani, J.L. No. 13, Re. Sa No. 198, Touzi No. 172, 2998, Hal Touzi No. 10, Pargana - Kalikata, P.S. Rajarhat, in the District North 24 Parganas, to one M/s. Overtop Highrise Private Limited, having its Registered Office at 44/2, Ashutosh Mukherjee Road, Maheshtalla, Budge Budge, P.S. Maheshtalla, Kolkata - 700137, by the strength of a Registered Deed of Conveyance, registered on 18.04.2013, registered in the office of the A.R.A.-II, Kolkata, and recorded in Book No. I, CD Volume No. 18, Pages 188 to 209, being Deed No. 05383 for the year 2013.

5.1.1.4 **Absolute Ownership of M/s. Overtop Highrise Private Limited under Deed No. 05383 for the year 2013** : Thus on the basis of the aforementioned Registered Deed of Conveyance, bearing Deed No. 05383 for the year 2013, the said M/s. Overtop Highrise Private Limited, became the absolute owner of ALL THAT piece and parcel of land measuring :

R.S./L.R. Dag No.	R.S. Khatian No.	L.R. Khatian No.	Total Land in Dag [In Decimal]	Ownership [In Decimal]	Ownership K - CH - SFT.
1183	2182	5003, 5004 & 5005	03	03.00	01- 13 - 00
1184	2182	5003, 5004 & 5005	38	30.69	18- 09 - 04
1185	2182	5003, 5004 & 5005	50	01.10	00- 10 - 30
				34.79	21- 00 - 34

In total land measuring 34.79 (Thirty Four Point Seven Nine) Decimals more or less equivalent to 21 (Twenty One) Cottahs 0 (Zero) Chittack 34 (Thirty Four) sq.ft. more or less, comprised in C.S. Dag Nos. 1118, 1119 & 1120 corresponding to R.S./L.R. Dag No. 1183, 1184 & 1185, under R.S. Khatian No. 2182, L.R. Khatian Nos. 5003, 5004 & 5005, in Mouza - Reckjoani, J.L. No. 13, Re. Sa No. 198, Touzi No. 172, 2998, Hal Touzi No. 10, Pargana - Kalikata, P.S. Rajarhat, within the local limit of Rajarhat Bishnupur 1 No. Gram Panchayet, in the District North 24 Parganas.

5.1.1.5 **L.R. Record** : After having absolute possession and absolute ownership over the aforesaid property, the said M/s. Overtop Highrise Private Limited, duly recorded its/their names in the record of the L.R. Settlement in L.R. Khatian No. 6722.

- 5.1.1.6 **Sale by the said M/s. Overtop Highrise Private Limited to one, Ashok Kumar Chokhani & Ownership of Ashok Kumar Chokhani, since deceased :** The said M/s. Overtop Highrise Private Limited out of their total ownership, sold, transferred and conveyed a plot of land measuring 9 (Nine) Decimals more or less, comprised in R.S. Dag No. 1184, under R.S. Khatian No. 2182, L.R. Khatian No. 6722 (in the name of M/s. Overtop Highrise Private Limited), in Mouza - Reckjoani, J.L. No. 13, Re. Sa No. 198, Touzi No. 172, 2998, Hal Touzi No. 10, Pargana - Kalikata, P.S. Rajarhat, within the local limit of Rajarhat Bishnupur 1 No. Gram Panchayet, in the District North 24 Parganas, to one Ashok Kumar Chokhani, since deceased, son of Late Prabhu Dayal Chokhani, by the strength of a Registered Deed of Conveyance, registered on 28.12.2018, registered in the office of the A.D.S.R. Rajarhat, New Town, and recorded in Book No. I, Volume No. 1523-2019, Pages 14122 to 14149, being Deed No. 152300028 for the year 2019.

Thus on the basis of the aforementioned Registered Deed of Conveyance, bearing Deed No. 152300028 for the year 2019, the said Ashok Kumar Chokhani, since deceased, became the absolute owner of ALL THAT piece and parcel of land measuring 9 (Nine) Decimals more or less, comprised in R.S./L.R. Dag No. 1184, under R.S. Khatian No. 2182, L.R. Khatian No. 6722 (in the name of M/s. Overtop Highrise Private Limited), in Mouza - Reckjoani, J.L. No. 13, Re. Sa No. 198, Touzi No. 172, 2998, Hal Touzi No. 10, Pargana - Kalikata, P.S. Rajarhat, within the local limit of Rajarhat Bishnupur 1 No. Gram Panchayet, in the District North 24 Parganas.

- 5.1.1.7 **Again Sale by the said M/s. Overtop Highrise Private Limited to one Sharda Chokhani & Ownership of Sharda Chokhani :** The said M/s. Overtop Highrise Private Limited out of their total ownership, again sold, transferred and conveyed a plot of land measuring 1 (One) Decimal more or less, comprised in R.S./L.R. Dag No. 1185, under R.S. Khatian No. 2182, L.R. Khatian No. 6722 (in the name of M/s. Overtop Highrise Private Limited), in Mouza - Reckjoani, J.L. No. 13, Re. Sa No. 198, Touzi No. 172, 2998, Hal Touzi No. 10, Pargana - Kalikata, P.S. Rajarhat, within the local limit of Rajarhat Bishnupur 1 No. Gram Panchayet, in the District North 24 Parganas, to one Sharda Chokhani, by the strength of a Registered Deed of Conveyance, registered on 28.12.2018, registered in the office of the A.D.S.R. Rajarhat, New Town, and recorded in Book No. I, Volume No. 1523-2019, Pages 14150 to 14176, being Deed No. 152300029 for the year 2019.

Thus on the basis of the aforementioned Registered Deed of Conveyance, bearing Deed No. 152300029 for the year 2019, the said Sharda Chokhani, became the absolute owner of ALL THAT piece and parcel of land measuring 1 (One) Decimal more or less, comprised in R.S./L.R. Dag No. 1185, under R.S. Khatian No. 2182, L.R. Khatian No. 6722 (in the name of M/s. Overtop Highrise Private Limited), in Mouza - Reckjoani, J.L. No. 13, Re. Sa No. 198, Touzi No. 172, 2998, Hal Touzi No. 10, Pargana - Kalikata, P.S. Rajarhat, within the local limit of Rajarhat Bishnupur 1 No. Gram Panchayet, in the District North 24 Parganas.



5.1.1.8 **Again Sale by the said M/s. Overtop Highrise Private Limited to the said Sharda Chokhani & Ownership of Sharda Chokhani :** The said M/s. Overtop Highrise Private Limited out of their total ownership, again sold, transferred and conveyed a plot of land measuring :

R.S./L.R. Dag No.	R.S. Khatian No.	L.R. Khatian No.	Total Land in Dag [In Decimal]	Nature of Land	Sold Property [In Decimal]
1183	2182	6722	03	Doba	3.00
1184	2182	6722	38	Danga	3.71
					6.71

In total land measuring 6.71 (Six Point Seven One) Decimal more or less, comprised in R.S./L.R. Dag Nos. 1183 & 1184, under R.S. Khatian No. 2182, L.R. Khatian No. 6722 (in the name of M/s. Overtop Highrise Private Limited), in Mouza - Reckjoani, J.L. No. 13, Re. Sa No. 198, Touzi No. 172, 2998, Hal Touzi No. 10, Pargana - Kalikata, P.S. Rajarhat, within the local limit of Rajarhat Bishnupur 1 No. Gram Panchayet, in the District North 24 Parganas, to the said Sharda Chokhani, by the strength of a Registered Deed of Conveyance, registered on 28.12.2018, registered in the office of the A.D.S.R. Rajarhat, New Town, and recorded in Book No. I, Volume No. 1523-2019, Pages 14177 to 14204, being Deed No. 152300030 for the year 2019.

Thus on the basis of the aforementioned Registered Deed of Conveyance, bearing Deed No. 152300030 for the year 2019, the said Sharda Chokhani, became the absolute owner of ALL THAT piece and parcel of land measuring :

R.S./L.R. Dag No.	R.S. Khatian No.	L.R. Khatian No.	Total Land in Dag [In Decimal]	Nature of Land	Ownership [In Decimal]
1183	2182	6722	03	Doba	3.00
1184	2182	6722	38	Danga	3.71
					6.71

In total land measuring 6.71 (Six Point Seven One) Decimal more or less, comprised in R.S./L.R. Dag Nos. 1183 & 1184, under R.S. Khatian No. 2182, L.R. Khatian No. 6722 (in the name of M/s. Overtop Highrise Private Limited), in Mouza - Reckjoani, J.L. No. 13, Re. Sa No. 198, Touzi No. 172, 2998, Hal Touzi No. 10, Pargana - Kalikata, P.S. Rajarhat, within the local limit of Rajarhat Bishnupur 1 No. Gram Panchayet, in the District North 24 Parganas.

5.1.1.9 **Again Sale by the said M/s. Overtop Highrise Private Limited to Abhishek Chokhani & Ownership of Abhishek Chokhani :** The said M/s. Overtop Highrise Private Limited out of their total ownership, again sold, transferred and conveyed a plot of land measuring 9 (Nine) Decimal more or less, comprised in R.S./L.R. Dag No. 1184, under R.S. Khatian No. 2182, L.R. Khatian No. 6722 (in the name of M/s. Overtop Highrise Private Limited), in Mouza - Reckjoani, J.L. No. 13, Re. Sa No. 198, Touzi No. 172, 2998, Hal Touzi No. 10, Pargana - Kalikata, P.S. Rajarhat, within the local limit of Rajarhat Bishnupur 1 No. Gram Panchayet, in the District North 24 Parganas, to one Abhishek Chokhani, by the strength of a Registered Deed of Conveyance, registered on 28.12.2018, registered in the office of the A.D.S.R. Rajarhat, New Town, and recorded in Book No. I,

Volume No. 1523-2019, Pages 14205 to 14231, being Deed No. 152300031 for the year 2019.

Thus on the basis of the aforementioned Registered Deed of Conveyance, bearing Deed No. 152300031 for the year 2019, the said Abhishek Chokhani, became the absolute owner of ALL THAT piece and parcel of land measuring 9 (Nine) Decimal more or less, comprised in R.S./L.R. Dag No. 1184, under R.S. Khatian No. 2182, L.R. Khatian No. 6722 (in the name of M/s. Overtop Highrise Private Limited), in Mouza - Reckjoani, J.L. No. 13, Re. Sa No. 198, Touzi No. 172, 2998, Hal Touzi No. 10, Pargana - Kalikata, P.S. Rajarhat, within the local limit of Rajarhat Bishnupur 1 No. Gram Panchayet, in the District North 24 Parganas.

- 5.1.1.10 **Again Sale by the said M/s. Overtop Highrise Private Limited to Mona Chokhani & Ownership of Mona Chokhani** : The said M/s. Overtop Highrise Private Limited again sold, transferred and conveyed a plot of land measuring 9 (Nine) Decimal more or less, comprised in R.S./L.R. Dag No. 1184, under R.S. Khatian No. 2182, L.R. Khatian No. 6722 (in the name of M/s. Overtop Highrise Private Limited), in Mouza - Reckjoani, J.L. No. 13, Re. Sa No. 198, Touzi No. 172, 2998, Hal Touzi No. 10, Pargana - Kalikata, P.S. Rajarhat, within the local limit of Rajarhat Bishnupur 1 No. Gram Panchayet, in the District North 24 Parganas, to one Mona Chokhani, by the strength of a Registered Deed of Conveyance, registered on 28.12.2018, registered in the office of the A.D.S.R. Rajarhat, New Town, and recorded in Book No. I, Volume No. 1523-2019, Pages 15668 to 15694, being Deed No. 152300032 for the year 2019.

Thus on the basis of the aforementioned Registered Deed of Conveyance, bearing Deed No. 152300032 for the year 2019, the said Mona Chokhani, became the absolute owner of ALL THAT piece and parcel of land measuring 9 (Nine) Decimal more or less, comprised in R.S./L.R. Dag No. 1184, under R.S. Khatian No. 2182, L.R. Khatian No. 6722 (in the name of M/s. Overtop Highrise Private Limited), in Mouza - Reckjoani, J.L. No. 13, Re. Sa No. 198, Touzi No. 172, 2998, Hal Touzi No. 10, Pargana - Kalikata, P.S. Rajarhat, within the local limit of Rajarhat Bishnupur 1 No. Gram Panchayet, in the District North 24 Parganas.

- 5.1.1.11 **Absolute Total & Individual Ownership** : Thus on the basis of the aforementioned facts and circumstances and on the basis of the aforementioned registered deeds, the absolute and total ownership of the said (1) Ashok Kumar Chokhani, since deceased, (2) Sharda Chokhani, (3) Abhishek Chokhani & (4) Mona Chokhani, as follows :

Name of the Owner	R.S./L.R.	Deed No. & Year Dag No.	Individual Ownership [In Decimal]	Total Ownership [In Decimal]
Ashok Kumar Chokhani	1184	152300028/19	09.00	09.00
Sharda Chokhani	1185	152300029/19	01.00	
Sharda Chokhani	1183	152300030/19	03.00	
Sharda Chokhani	1184	152300030/19	03.71	07.71
Abhishek Chokhani	1184	152300031/19	09.00	09.00
Mona Chokhani	1184	152300032/19	09.00	09.00
				<b>34.71</b>

In total physical plot of land measuring 34.71 (Thirty-Four Point Seven One) Decimals more or less instead of land measuring 34.79 (Thirty-Four Point Seven Nine) Decimals more or less.

- 5.1.1.12 **L.R. Records:** After purchasing the aforesaid property, the said (1) Ashok Kumar Chokhani, since deceased, (2) Sharda Chokhani, (3) Abhishek Chokhani & (4) Mona Chokhani, Landowners herein, duly recorded their names in the record of the L.R. Settlement, as follows :

**Ashok Kumar Chokhani [since deceased] :**

R.S./L.R. Dag No.	L.R. Khatian No.	Total Land in Dag [In Decimal]	Share out of 1.0000 share	Record [In Decimal]
1184	8299	38	0.2369	09

**Sharda Chokhani :**

R.S./L.R. Dag No.	L.R. Khatian No.	Total Land in Dag [In Decimal]	Share out of 1.0000 share	Record [In Decimal]
1183	8302	03	1.0000	03
1184	8302	38	0.0977	04
1185	8302	50	0.0200	01

**Abhishek Chokhani :**

R.S./L.R. Dag No.	L.R. Khatian No.	Total Land in Dag [In Decimal]	Share out of 1.0000 share	Record [In Decimal]
1184	8300	38	0.2369	09

**Mona Chokhani :**

R.S./L.R. Dag No.	L.R. Khatian No.	Total Land in Dag [In Decimal]	Share out of 1.0000 share	Record [In Decimal]
1184	8301	38	0.2367	09

- 5.1.1.13. **Conversion of Land:** The said (1) Ashok Kumar Chokhani, (2) Sharda Chokhani, (3) Abhishek Chokhani & (4) Mona Chokhani, Landowners herein, duly applied before the concerned B.L.&L.R.O. Rajarhat, District North 24 Parganas, for conversion of the said land possessed by them under L.R. Khatian Nos. 8299, 8302, 8300 & 8301, from 'Danga & Bagan' to 'Bastu/Bahutal Abasan', and the concerned authority duly converted the said land in 'Bahutal Abasan', in following ways :

**Ashok Kumar Chokhani :**

R.S./L.R. Dag No.	L.R. Khatian No.	Memo No.	Date	Conversion Case No. (Post Con :)
1184	8299	CON/157/BL&LRO/RAJ	02.01.2020	CN/2019/1507/2710

**Sharda Chokhani :**

R.S./L.R. Dag No.	L.R. Khatian No.	Memo No.	Date	Conversion Case No. (Post Con :)
1185	8302	180/BL&LRO/RHT/20	24.01.2020	583/BL&LRO/RAJ/19



1184	8302	CON/159/BL&LRO/RAJ	22.01.2020	CN/2019/1507/2708
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**Abhishek Chokhani :**

R.S./L.R. Dag No.	L.R. Khatian No.	Memo No.	Date	Conversion Case No. (Post Con :)
1184	8300	CON/158/BL&LRO/RAJ	22.01.2020	CN/2019/1507/2709

**Mona Chokhani :**

R.S./L.R. Dag No.	L.R. Khatian No.	Memo No.	Date	Conversion Case No. (Post Con :)
1184	8301	CON/156/BL&LRO/RAJ	22.01.2020	CN/2019/1507/2711

5.1.1.14 **Registered Development Agreement Executed by said (1) Ashok Kumar Chokhani, (2) Sharda Chokhani, (3) Abhishek Chokhani & (4) Mona Chokhani :** It is to be mentioned here that the said (1) Ashok Kumar Chokhani, since deceased, (2) Sharda Chokhani, (3) Abhishek Chokhani & (4) Mona Chokhani, jointly executed a Registered Development Agreement in respect of their aforesaid total property with present Developer, Prajapati Infrastructure Co., with some terms and condition mentioned therein. The said Development Agreement was registered on 25.01.2021, registered in the office of the District Sub-Registrar-II, North 24 Parganas, at Barasat, and recorded in Book No. I, Volume No. 1502-2021, Pages 11326 to 11394, being Deed No. 150200311 for the year 2021.

5.1.1.15 **Registered Development Power of Attorney After Registered Development Agreement :** On the basis of the said Registered Development Agreement, the said (1) Ashok Kumar Chokhani, since deceased, (2) Sharda Chokhani, (3) Abhishek Chokhani & (4) Mona Chokhani, executed a Registered Development Power of Attorney After Registered Development Agreement, wherein, the said owners, duly appointed and nominated the said Sandeep Kumar Saraogi, Managing Partner of Prajapati Infrastructure Co, Developer herein, as their constituted attorney, with power to sale, transfer and convey the units under purview of Developer's Allocation. The said Registered Development Power of Attorney After Registered Development Agreement was registered on 28.01.2021, registered in the office of the District Sub-Registrar-II, North 24 Parganas, at Barasat, and recorded in Book No. I, Volume No. 1502-2021, Pages 12994 to 13037, being Deed No. 150200357 for the year 2021.

5.1.1.16 **Supplementary Development Agreement & Sanction of Building Plan :** It is to be noted here that on the basis of the aforementioned Registered Development Agreement, a Supplementary Development Agreement has been executed in between the parties herein on 22.03.2021. In accordance with the said Supplementary Development Agreement, an Account has been opened with ICICI Bank Ltd., Technopolis Branch, (in the name of Prajapati Infrastructure Co. Prajapati Greens), vide Account No. 022905002576, and sale consideration of all flats/garages/units has been deposited in the said account and the same will be distributed in between the Developer and the Landowners as per ratio as described in the said Registered Development Agreement.

It is to be mentioned here that the said Developer in the name of the said relevant owners, sanctioned a building plan on the said plot of land and which is morefully described in the First Schedule hereunder written, from the concerned Executive Officer, Rajarhat Panchayat Samity, Rajarhat, North 24 Parganas (District Engineer, North 24 Parganas, Zilla Parishad) on 16.07.2021 vide Approval Order No. 54/RPS dated 16.07.2021.

5.1.1.17 **Demise of Ashok Kumar Chokhani** : In the mean time, the said Ashok Kumar Chokhani (one of the co-owner of the first schedule property) died intestate on 09.02.2022, leaving behind his wife namely Sharda Chokhani, only son namely Abhishek Chokhani, and three married daughters namely (1) Rashmi Saraf, wife of Manmohan Saraf, (2) Manisha Saraf, wife of Amit Saraf & (3) Megha Rungta, wife of Anuj Kumar Rungta, as his heirs and successors in interest in respect of his own plot of land measuring 9 (Nine) Decimals more or less (as described in Clause No. 5.1.1.11 hereinabove), left by the said Ashoka Kumar Chokhani, since deceased, and each having undivided 1/5th share in the property of the said Ashok Kumar Chokhani, since deceased.

5.1.1.18 **Registered Deed of Gift executed by the said (1) Abhishek Chokhani, (2) Rashmi Saraf, (3) Manisha Saraf & (4) Megha Rungta in favour of their mother, the said Sharda Chokhani & L.R. Record** : The said (1) Abhishek Chokhani, (2) Rashmi Saraf, (3) Manisha Saraf & (4) Megha Rungta, jointly gifted their undivided 4/5th share in the estate of their deceased father, Ashok Kumar Chokhani, in favour of their mother/co-owner, the said Sharda Chokhani, by executing a Registered Deed of Gift, which was registered on 15.06.2022, registered in the office of the A.R.A.-III, Kolkata, and recorded in Book No. I, Volume No. 1903-2022, Pages 3656681 to 365706, being Deed No. 190306495 for the year 2022.

It is to be noted here that after receiving the aforesaid property under Deed No. 190306495 for the year 2022, the said Sharda Chokhani duly recorded her name in the record of the L.R. Settlement in L.R. Khatian No. 9374.

5.1.1.19 **Present Ownership**: Thus on the basis of the aforementioned facts and circumstances, the present ownership of the present owners in the property, as is under:

Name of the Owner	R.S./L.R. Dag No.	Own Land as per Clause No.5.1.1.11	Land Received under Deed No.190306495 for the year 2022 [Described in 5.1.1.18]	Total Ownership [In Decimal]
Sharda Chokhani	1185	01.00	Nil	01.00
Sharda Chokhani	1183	03.00	Nil	03.00
Sharda Chokhani	1184	03.71	09.00	12.71
				16.71
Abhishek Chokhani	1184	09.00	Nil	09.00
Mona Chokhani	1184	09.00	Nil	09.00
				<b>34.71</b>

5.1.1.20 **Decision to execution of fresh Registered Development Agreement & fresh Registered Development Power of Attorney** : After demise of the said Ashok Kumar Chokhani, the present owners, (1) Sharda Chokhani, (2) Abhishek Chokhani & (3) Mona Chokhani and the Developer herein, decided to sign and execute a fresh Registered Development Agreement alongwith fresh Registered Development Power of Attorney After Registered Development Agreement for smooth running of the project. On the basis of the said decision, the said (1) Sharda Chokhani, (2) Abhishek Chokhani & (3) Mona Chokhani, Landowners herein, and the said Prajapati Infrastructure Co, Developer herein, executed a fresh Registered Development Agreement, which was registered on 22.12.2022, registered in the office of the D.S.R.-II, North 24 Parganas at Barasat, and recorded in Book No. I, Volume No. 1502-2023, Pages from 1595 to 1638, being Deed No. 150208025 for the year 2022.

5.1.1.21 **Fresh Registered Development Power of Attorney After Registered Development Agreement** : On the basis of the aforementioned fresh Registered Development Agreement, the said (1) Sharda Chokhani, (2) Abhishek Chokhani & (3) Mona Chokhani, Landowners herein, jointly executed a fresh Registered Development Power of Attorney After Registered Development Agreement, wherein, the said owners duly appointed and nominated the said Prajapati Infrastructure Co, Developer herein, as their constituted attorney. The said Registered Development Power of Attorney After Registered Development Agreement was registered on 22.12.2022, registered in the office of the D.S.R.-II, North 24 Parganas at Barasat, and recorded in Book No. I, Volume No. 1502-2023, Pages from 1508 to 1525, being Deed No. 150208035 for the year 2022.

5.1.1.22 **Fresh Supplementary Development Agreement** : It is to be noted here that after demise of the said Ashok Kumar Chokhani, a fresh Supplementary Development Agreement has been executed in between the present Landowners and the Developer herein on 22.12.2022. It is already mentioned in 'Clause No. 5.1.1.16', that the Developer already opened an Account with ICICI Bank Ltd., Technopolis Branch, (in the name of Prajapati Infrastructure Co. Prajapati Greens), vide Account No. 022905002576. In accordance with the said fresh Supplementary Development Agreement, the Developer have power to sell each and every units and will take entire sale consideration either part or full from the intending buyer/s and the same will be deposited in the abovementioned account and the said amount will be divided in between the present Landowners and Developer with their ratio asper norms of the said Registered Development Agreement dated 22.12.2022 (after deduction of commission or marketing expenses or taxes etc.).

It is to be stated that the developer during the life time of the said Ashok Kumar Chokhani, since deceased executed some registered or unregistered Agreements for Sale with the purchaser/s in the project in question. The said agreements/deeds/documents will remain valid and enforceable and it is duties and responsibilities of the Developer, to complete the said transactions held in between the Developer and the said purchaser/s.

## 5.1.2 **CONSTRUCTION OF BUILDING/COMPLEX:**

5.1.2.1 **Construction of Building Complex** : On the basis of the forenoted sanctioned building plan duly sanctioned by the concerned Executive Officer, Rajarhat Panchayat Samity,

Rajarhat, North 24 Parganas (District Engineer, North 24 Parganas, Zilla Parishad) on 16.07.2021 vide Approval Order No. 54/RPS dated 16.07.2021, the Developer herein, constructed a building complex namely "**PRAJAPATI GREENS**" consisting its two blocks namely 'Block-A' & 'Block-B', on the said plot of land, which is morefully described in the First Schedule hereunder written.

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

5.1.3.1 **Desire of Purchaser for purchasing a Flat & Covered Car Parking Space :** The Purchaser/s herein perused and inspected Title Deeds, Registered Development Agreement, Registered Development Power of Attorney After Registered Development Agreement, Deed of Amalgamation, Building Sanctioned Plan and other related documents in respect of the schedule mentioned property including its amenities and facilities and areas and satisfied himself in regards thereto and approached to the said, Prajapati Infrastructure Co, Developer herein, to purchase **ALL THAT** piece and parcel of one independent and complete residential flat, being **Flat No. '.....', 'Type-.....'**, on the ..... **Floor, ..... Side**, in '**Block-.....**', measuring ..... **Square Feet be the same a little more or less of super built up area**, ALONGWITH piece and parcel of one cement flooring **Covered Car Parking Space (without shutter)**, on the **Ground Floor**, in '**Block-.....**', measuring ..... **Square Feet be the same a little more or less of covered area**, lying and situate in the said building complex namely "**PRAJAPATI GREENS**", morefully described in the Second Schedule hereunder written, lying and situate on the said amalgamated 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 flat lying in the said building/complex [**Hereinafter called and referred to as the SAID FLAT & COVERED CAR PARKING SPACE/SAID PROPERTY**].

5.1.3.2 **Acceptance by Developer:** The Developer/Confirming Party herein accepted the aforesaid proposal of the Purchasers and agreed to sell the **SAID FLAT & COVERED CAR PARKING SPACE/SAID PROPERTY** morefully described in the Second Schedule hereunder written, together with land share and share in common portion.

5.1.3.3 **Consideration :** The total sale consideration of the **SAID FLAT** is **Rs..... (Rupees .....)** only, AND the total sale consideration of the **SAID COVERED CAR PARKING SPACE** is **Rs..... (Rupees .....)** only, in aggregated consideration of **Rs..... (Rupees .....)** only, and subsequently the Purchasers herein already paid the same to the Developer/Confirming Party herein as per memo attached herewith.

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

5.1.4.1 **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 & Covered Car Parking Space bear to the total super built-up area of the Said Building Complex.

- 5.1.4.2 **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 & Covered Car Parking Space (**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 & Covered Car Parking Space bear 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 & Covered Car Parking Space and/or any part of the property in which the building complex is lying and declare that the Said Flat & Covered Car Parking Space is/are 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 & Covered Car Parking Space 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 & Covered Car Parking Space to the Purchasers herein.
- 6.1.3 **No Dues:** No tax in respect of the Said Flat & Covered Car Parking Space 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 & Covered Car Parking Space or any part thereof.
- 6.1.5 **No Personal Guarantee:** The Said Flat & Covered Car Parking Space is/are 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 & Covered Car Parking Space 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 & COVERED CAR PARKING SPACE/SAID PROPERTY** 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 & Covered Car Parking Space from the Developer/Confirming Party and Landowners/Vendors herein, and in this regard, an Agreement for Sale has already been executed in between the parties herein in respect of the said property on .....

8. **TRANSFER:**

8.1 **Hereby Made :** The Landowners/Vendors and Developer/Confirming Party hereby sell, convey and transfer the Purchasers the entirety of their right, title and interest of whatsoever or howsoever nature in the **SAID FLAT & COVERED CAR PARKING SPACE/SAID PROPERTY** 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 admits and acknowledges.

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 cost of the Purchasers, 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 & Covered Car Parking Space have 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, outgoing and levies of or on the Said Flat & Covered Car Parking Space 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 & Covered Car Parking Space 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 all records 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 co-operate with the Purchasers in all respect to cause mutation of the Said Flat & Covered

Car Parking Space 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 Purchasers 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 & Premises]**

**ALL THAT** piece and parcel of a demarcated and amalgamated plot of land measuring **34.71 (Thirty Four Point Seven One) Decimals be the same a little more or less [in measurement 21 (Twenty One) Cottahs 0 (Zero) Chittack 26 (Twenty Six) sq.ft. more or less]**, lying and situate at **Mouza - Reckjoani**, J.L. No. 13, Re. Sa No. 198, Touzi No. 172, 2998, Hal Touzi No. 10, Pargana - Kalikata, P.S. Rajarhat, comprised in **R.S./L.R. Dag Nos. 1183, 1184 & 1185**, under **R.S. Khatian No. 2182, L.R. Khatian Nos. 8302, 8299, 8300, 8301 & 9374**, A.D.S.R.O. Rajarhat, New Town, within the local limit of Rajarhat Bishnupur 1 No. Gram Panchayet, [Rajarhat Main Road, [Beside H.P. Petrol Pump (Opposite - RFA Club's Play Ground)], P.O. Rajarhat, Kolkata - 700135], in the District North 24 Parganas, in the State of West Bengal. The said plot of land is butted & bounded as follows :-

ON THE NORTH : R.S. Dag No. 1185 (P) & PWD Road/Rajarhat Main Road [60 ft. Wide].  
ON THE SOUTH : R.S. Dag No. 1182 (P).  
ON THE EAST : R.S. Dag Nos. 1185 (P) & 1186 (P).  
ON THE WEST : R.S. Dag Nos. 1181 (P) & 1185 (P).

**THE SECOND SCHEDULE ABOVE REFERRED TO**  
**[Sold Property / Said Property]**  
**[Description of Flat & Covered Car Parking Space]**

**ALL THAT** piece and parcel of one independent and complete Tiles flooring residential flat, being **Flat No. '.....', 'Type-.....'**, 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, TwoToilets & ..... **Balconies** ALONGWITH piece and parcel of one parking tiles flooring **Covered Car Parking Space (without shutter)**, on the **Ground Floor**, in **'Block-.....'**, measuring ..... **Square Feet be the same a little more or less of covered area**, lying and situate in the said building complex namely **"PRAJAPATI GREENS"**, situate at Reckjoani, Rajarhat Main Road, [Beside H.P. Petrol Pump (Opposite - RFA Club's Play Ground)], P.O. & P.S. Rajarhat, Kolkata - 700135, District North 24 Parganas, West Bengal, lying and situate on the said amalgamated plot of land, which is morefully described in the First Schedule hereinabove, together with undivided proportionate share of impartiable land, common areas, common amenities and 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.
- :: Lift and allied machinery in the 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.
- :: Gym, Splash Pool, C.C. T.V., Community Hall, Badminton Court & D.G. Back-up Facility.
- :: Fire Extinguisher & 24x7 Security Guards.
- :: 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/complex.
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 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 & car parking space of the building/complex:

The common areas and amenities as described in the Fourth & Fifth Schedule hereinbefore.

Keeping, raising, inserting, supporting and maintaining all beams, gutters and structures on and to all walls, supporting the said flat & car parking space 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 flat & car parking space, so that it may not cause leakage or slippage to the floor underneath.

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.

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.

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.

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 property described in schedule in any manner, so as to effect the vendor/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.

Sell, mortgage, gift, lease or otherwise alienate the said property hereby conveyed.

To take separate electric meter, gas and other necessary connections and/or lines for the use and enjoyment of the property hereby purchased.

Right to park one small sized car/two wheeler in the car parking space without disturbing the other car parking space owners of the building/complex. The car owners will be bound to accomodate their car space with other car owners as and when needed.

**Obligations:**

The purchasers shall not store any inflammable and/or combustible articles in the said flat & car parking space, but excluding items used in kitchen and personal purpose.

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.

The purchasers shall not make any additions and alterations in the property, whereby the main building may be damaged, but the purchasers shall be entitled to erect wooden partition only in the said flat for the purpose of their family requirement.

The purchasers shall also pay their proportionate share for insurance of the building/complex for earthquake, fire, mob, violence and commotion alongwith maintenance

charges of the said property as decided by the members of the Society with all required proposal and consent.

The purchasers will not allow to construct any kind of partition in the said car parking space.

The purchasers will not fix and/or construct any shed/shutter over the open space of the said car parking space.

The purchasers use the said car parking space as it is condition as the developer constructed in the said building/complex.

The purchasers must allow the other car parking space owners for free access or free moving of his/her/their car in the building.

Not to make any objection for fixation of dish antennas 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/complex 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 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.

A handwritten signature in black ink, appearing to be 'S. Sarangi', is written at the bottom center of the page.

**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.

Sandeep Kumar Saraogi  
As Constituted Attorney of  
Sharda Chokhani,  
Abhishek Chokhani,  
& Mona Chokhani  
**Landowners/Vendors**

2.

**Purchaser**

Prajapati Infrastructure Co  
Represented by its Managing Partner,  
Sandeep Kumar Saraogi  
**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 & car parking space, which is morefully described in the Second Schedule hereinabove written, together with undivided proportionate share of land, which is morefully mentioned in the First Schedule hereinbefore written as per money receipts given to the purchasers.

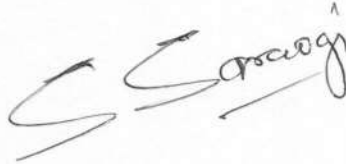
<b><u>Transfer/Cheque No.</u></b>	<b><u>Date</u></b>	<b><u>Bank's Name</u></b>	<b><u>Amount</u></b>
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**Witnesses :-**

1.

2.

Prajapati Infrastructure Co  
 Represented by its Managing Partner,  
 Sandeep Kumar Saraogi  
**Developer/Confirming Party**





DATED THE      DAY OF      2023

**DEED OF CONVEYANCE**

**BETWEEN**

Sharda Chokhani  
Abhishek Chokhani  
Mona Chokhani

**Landowners/Vendors**

Madhumita Ghosh  
**Purchaser**

Prajapati Infrastructure Co  
**Developer/Confirming Party**

**Drafted By**  
**Pinaki Chattopadhyay & Associates**  
**Advocates**

Sangita Apartment, Ground Floor  
Teghoria Main Road  
Kolkata - 700 157  
Ph. : 2570 8471

**Composed By**  
**Gopa Dasgupta**  
Teghoria Main Road  
Kolkata - 700 157