## **DEED OF CONVEYANCE**

THIS DEED OF CONVEYANCE is executed on this the	day of	,TWC
THOUSAND AND TWENTY().		
-BETWEEN-		

- **1.** Mr. BISWANATH DAS [PAN NO. AHRPD6479Q] [AADHAR NO. 5755 4513 7763], Son of Mr. NItya Nanda Das, by Faith- Hindu, by Occupation- Business, by Nationality- Indian and residing at RH-37, Raghunathpur, Sarkar Bagan, P.O- Raghunathpur, P.S- Baguiati, Kolkata 700059, District North 24 Parganas, West Bengal,
- 2. MR. PRANBALLAV SARKAR [PAN NO. ALLPS6566P] [AADHAR NO. 8928 8881 7735] Son of Late Radhika Mohan Sarkar, by Faith- Hindu, by occupation business, by Nationality Indian, Residence and office at 2 No. Niranjanpally,, Panchhakri Kada Road (Bagan Bari)

- P.O- R-Gopalpur, P.S- Airport, Kolkata- 700136, District North 24 Parganas, West Bengal, a sole proprietor of **SILVERLINE CONSTRUCTION**.
- 3. MRS. NANDARANI MONDAL [PAN NO.DDYPM3577G] [AADHAR NO. 5968 6332 3549], wife of Late Jiten Mondal, by faith Hindu, by occupation Housewife, By Nationality-Indian, AND Mr. SHYAMAL MONDA [PAN NO. DEJPM6934R] [AADHAR NO. 2376 3122 2662], Son of Late Jiten Mondal by Faith- Hindu, by Occupation- Service, by Nationality-Indian, AND Mr. KAMAL MONDA [PAN NO. AFUPM7836F] [AADHAR NO. 3331 9363 5877], Son of Late Jiten Mondal by Faith- Hindu, by Occupation- Service, by Nationality-Indian, all are residing at RC-25/2, Raghunathpur, P.O- Raghunathpur, P.S- Baguiati, Kolkata 700059, District North 24 Parganas, West Bengal,
- 4. MRS. RANU NASKAR [PAN NO. AUSPN3731F] [AADHAR NO. 7578 7660 0971], wife of Mr. Gopal Naskar by Faith- Hindu, by Occupation- Housewife, by Nationality- Indian, AND Mr. BIDESH NASKAR [PAN NO. ALVPN0262D] [AADHAR NO. 5605 6514 2696] Son of Mr. Gopal Naskar by Faith- Hindu, by Occupation- Business, by Nationality- Indian, both are residing at RC/23, Raghunathpur, P.O- Raghunathpur, P.S- Baguiati, Kolkata 700059, District North 24 Parganas, West Bengal,
- 5. MR. ASHOKE KUMAR NASKAR [PAN No. AHHPN3363R] [AADHAR NO. 2066 4033 8259], and MR. KRISHNA CHANDRA NASKAR [PAN NO. AXKPN0537C] [AADHAR NO. 9211 6415 2230], and MR. SUSANTA KUMAR NASKAR [PAN NO. ABRPN6004B] [AADHAR No. 7258 8265 3410] all are son of Late Bakreshwar Naskar, all by Faith- Hindu, by occupation business, by nationality - Indian, and MRS. MANORAMA NASKAR [PAN NO. ANVPN2007J] [AADHAR NO. 9856 7439 0237] wife of Late Ratikanta Naskar, by Faith-Hindu, by occupation – housewife, by Nationality – Indian, and MR. BISWAJIT NASKAR [PAN NO.ANVPN2008H] [AADHAR NO. 4385 3752 0114], and MR. PRASENJIT NASKAR [PAN NO. AJTPN7765M] [AADHAR NO. 8507 6866 6250] both are son of Late Ratikanta Naskar, by Faith- Hindu, by occupation – business, by Nationality – Indian, Presently residing at RC-30/10, Raghunathpur, P.O- Raghunathpur, P.S- Baguiati, Kolkata 700059, District North 24 Parganas, West Bengal, and MRS. BISAKHA MONDAL [PAN NO. EFHPM8038A] [AADHAR NO. 6427 3328 4105] wife of Mr.Basudeb Mondal and Daughter Late Ratikanta Naskar, by Faith- Hindu, by occupation — Housewife, by Nationality — Indian, Presently residing at Kampa, Majherpara, P.O. Thakurtola, P.S- Barrackpur, PIN No. 743193, District North 24 Parganas, West Bengal, and MRS. RINA MONDAL [PAN NO. BCQPM3236H] [AADHAR NO. 7290 2275 7166] wife of Mr. Dilip Mondal and Daughter Late Ratikanta Naskar, by Faith- Hindu, by occupation — Housewife, by Nationality - Indian, Presently residing at Jagatpur, Ashwini Nagar, P.O- Aswininagar, P.S-Baguiati, Kolkata-700059, District North 24 Parganas, West Bengal, and MRS. BULU NASKAR [PAN NO. ANVPN2009G] [AADHAR NO. 9196 7406 5351] wife of Mr. Satyajit Naskar and Daughter Late Ratikanta Naskar, by Faith-Hindu, by occupation – Housewife, by Nationality - Indian, Presently residing at RD-26, Raghunathpur, P.O- Raghunathpur, P.S- Baguiati, Kolkata 700059, District North 24 Parganas, West Bengal,

- **6. MRS. SUSHMA DAS [PAN NO. AGPPD7292J] [AADHAR NO. 8678 0004 6535]** wife of Late Durgapada Das by Faith- Hindu, by occupation business, by Nationality Indian, Presently residing at TG-336, tegharia, Lichu Bagan, P.O- Hatiara, P.S- Baguiati, Kolkata 700059, District North 24 Parganas, West Bengal,
- 7. MRS. LAXMI RANI CHANDA [PAN NO. AROPC9811E] [AADHAR NO. 2292 6272 6018] wife of Mr. Bhabotosh Chanda, AND MR. RAJU CHANDA [PAN NO. AROPC9812H] [AADHAR NO. 4653 1263 5930] Son of Mr. Bhabotosh Chanda, both by Faith- Hindu, by occupation business, by Nationality Indian, Presently residing at Nishikanon, tegharia, Ram Krishna Marg, P.O- Hatiara, P.S- Baguiati, Kolkata- 700157, District North 24 Parganas, West Bengal,
- 8. MR. NITYA RANJAN CHAKRABORTY [PAN NO. AFHPC3731Q] [AADHAR NO. ] Son of Late Bagal Prasanna Chakraborty, by Faith- Hindu, by occupation Retired , by Nationality Indian, Presently residing at RC-25/1, Raghunathpur, P.O- Raghunathpur, P.S- Baguiati, Kolkata- 700059, District North 24 Parganas, West Bengal,
- 9. Mr. SOVAN KUMAR NASKAR ALIAS MR. SOVAN NASKAR [PAN NO. ABLPN2654B] [AADHAR NO. ], Son of late Bhairab Naskar, by Faith- Hindu, by Occupation-Service, by Nationality- Indian and residing at RC-25, Raghunathpur, P.O- Raghunathpur, P.S- Baguiati, Kolkata 700059, District North 24 Parganas, West Bengal,
- 10. MR. BISWAJIT NAKSAR [PAN NO. APPPN6398J] [AADHAR NO. ], And MR. SATYAJIT NAKSAR [PAN NO. AQCPN6725F] [AADHAR NO. ], both are Son of late Arabindo Naskar, by Faith- Hindu, by Occupation- Business, by Nationality- Indian and residing at RC-18, Raghunathpur, P.O- Raghunathpur, P.S- Baguiati, Kolkata 700059, District North 24 Parganas, West Bengal,
- MRS. SUTAPA MONDAL [PAN NO. AJGPM7409L] [AADHAR NO. 9591 1792 7452 ], 11. wife of Mr.Shyamal Mondal, by Faith-Hindu, by Occupation-Housewife, by Nationality-Indian and residing at RH-6, Raghunathpur, P.O- Raghunathpur, P.S- Baguiati, Kolkata 700059, District North 24 Parganas, West Bengal,, hereinafter jointly referred to and collectively called as 'OWNERS' (which term or expression shall unless otherwise excluded by or repugnant to the context or subject be deemed to mean and include their successor, successors-in-interest and assigns) of the FIRST PART. The VENDORS/OWNERS Nos. 2 to 11 are represented by their Constituted Attorney- "SAPTACON" a proprietorship firm represented by its Proprietor Mr. BISWANATH DAS [PAN NO. AHRPD6479Q] [AADHAR NO. 5755 4513 7763], Son of Mr. Nitya Nanda Das, by Faith-Hindu, by Occupation- Business, by Nationality- Indian residence and office at RH-37, Raghunathpur, Sarkar Bagan, P.O- Raghunathpur, P.S- Baguiati, Kolkata 700059, District North 24 Parganas, West Bengal, The Owners Nos. 2 by virtue of Development Power of Attorney after registered Development Agreement dated 08/12/2021, which was duly registered in the office of the D.S.R-II, North 24 Parganas, Barasat, and recorded in Book No. I, Volume No. 1502-2021, from pages 148204 to 148229, being No. 150204503.

The owner No. 3 by virtue of Development Power of Attorney after registered Development Agreement dated 21/08/2021 which was duly registered in the office of the D.S.R-II, North 24 Parganas, Barasat, and recorded in Book No. I, Volume No. 1502-2021, from pages 81658 to 81693, being No. 150202428,

The Owner No. 4, by virtue of Development Power of Attorney after registered Development Agreement dated 20/01/2021, which was duly registered in the office of the D.S.R-II, North 24 Pargaanas, Barasat, and recorded in Book No. I, Volume No. 1502-2021, from pages 8093 to 8121, being No. 150200224,

The Owners Nos. 5 by virtue of Development Power of Attorney after registered Development Agreement dated 21/08/2021, which was duly registered in the office of the D.S.R –II, North 24 Parganas, Barasat, and recorded in Book No. I, Volume No. 1502-2021, from pages 81694 to 81753, being No. 150202429

The Owners Nos. 6 by virtue of Development Power of Attorney after registered Development Agreement dated 03/09/2021, which was duly registered in the office of the A.D.S.R Rajarhat, and recorded in Book No. I, Volume No. 1523-2021, from pages 422905 to 422926, being No. 152310077

The Owners Nos. 7 by virtue of Development Power of Attorney after registered Development Agreement dated 01/04/2021, which was duly registered in the office of the A.D.S.R Rajarhat, and recorded in Book No. I, Volume No. 1523-2021, from pages 206747 to 206775, being No. 152304879

The Owners Nos. 8 by virtue of Development Power of Attorney after registered Development Agreement dated 21/11/2017, which was duly registered in the office of the A.D.S.R Rajarhat, and recorded in Book No. I, Volume No. 1523-2017, from pages 337789 to 337807, being No. 152311360

The Owners Nos. 9 by virtue of Development Power of Attorney after registered Development Agreement dated 24/12/2018, which was duly registered in the office of the D.S.R-II, North 24 Parganas, Barasat, and recorded in Book No. I, Volume No. 1502-2018, from pages 115828 to 115851, being No. 150204037.

The Owners Nos. 10 by virtue of Development Power of Attorney after registered Development Agreement dated 07/08/2018, which was duly registered in the office of

the A.D.S.R Rajarhatl, , and recorded in Book No. I, Volume No. 1523-2018, from pages 296966 to 296987, being No. 152308924.

The Owners Nos. 11 by virtue of Development Power of Attorney after registered Development Agreement dated 26/08/2022, which was duly registered in the office of the A.D.S.R Rajarhatl, , and recorded in Book No. I, Volume No. 1523-2022, from pages 554255 to 554274, being No. 13824.

#### - AND -

"M/s. SAPTACON" a proprietorship firm represented by its Proprietor Mr. BISWANATH DAS [PAN NO. AHRPD6479Q] [AADHAR NO. 5755 4513 7763], Son of Mr. NItya Nanda Das, by Faith- Hindu, by Occupation- Business, by Nationality- Indian residence and office at RH-37, Raghunathpur, Sarkar Bagan, P.O- Raghunathpur, P.S- Baguiati, Kolkata 700059, District North 24 Parganas, West Bengal, hereinafter called and referred to as 'THE PROMOTER/DEVELOPER' (which term or expression shall unless otherwise excluded by or repugnant to the context or subject be deemed to mean and include its successor-or-successors in office, administrators, legal representatives and assigns) of the SECOND PART.

# -AND-[If the Allottee is a company] \_\_\_\_\_\_, (CIN no. \_\_\_\_\_\_\_) a company incorporated under the provisions of the Companies Act, [1956 or 2013, as the case may be ], having its registered office at \_\_\_\_\_\_, (PAN \_\_\_\_\_\_), represented by its authorized signatory, \_\_\_\_\_\_\_, (Aadhaar no. \_\_\_\_\_\_) duly authorized vide board resolution dated , hereinafter referred to as the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, executors, administrators and permitted assignees). [OR] [If the Allottee is a Partnership] \_\_\_\_\_, a partnership firm registered under the Indian Partnership Act, 1932, having its principal place of business at \_\_\_\_\_\_, (PAN \_\_\_\_\_\_\_, represented by its authorized partner, \_\_\_\_\_\_, (Aadhaar no. ) authorized vide , hereinafter referred to as the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors-in-interest, executors, administrators and

permitted assignees, including those of the respective partners).

[OR]

[If the Allottee is an Individual]

-	-				
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the "Allottee" (which	expression shall unless	repugnant to the con-	text or meaning thereof		
be deemed to mear	n and include his/her h	eirs, executors, admir	nistrators, successors-in-		
interest and permitte	d assignees).				
	[(	OR]			
[ If the Allottee is a H	UF]				
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son of	, ag	ed about	for self and as		
the Karta of the Hi	ndu Joint Mitakshara F	amily known as	HUF,		
having its place	of business / resid	ence at	, (PAN		
), ł	nereinafter referred to a	s the "Allottee" (which	n expression shall unless		
repugnant to the	context or meaning	thereof be deemed	to include his heirs,		
representatives, exec	cutors, administrators, s	uccessors-in-interest a	nd permitted assigns as		
well as the members	of the said HUF, their h	neirs, executors, admir	nistrators, successors-in-		
interest and permitte	d assignees) of the <b>THIR</b>	D PART.			

### WHEREAS:-

#### PART - A

- 1. Whereas One Sri Krishna Chandra Baidya was the recorded owner of a land measuring 76 decimal land equivalent to 2 Bigha 05 Kata 6 chittacks (after given 4 kata as gift), BASTU land in nature situated at Mouza- Raghunathpur, J.L No. 08, Touzi No. 3027, R.S. No. 134 C.S Dag No. 121, R. S. Khatian No. 272 comprised in R.S. Dag No. 222, district North 24 Parganas, West Bengal.
- 2. After that the said Krishna Chandra Baidya died intestate leaving behind his two son namely Haran Baidya Alias Haran Chandra Baidya and Sri Satish Baidya and become the owner of 1 Bigha 02 Kata 11Chitacs of Each by law of inheritance since deceased of Krishna Chandra Baidya.
- 3. While possession of the said Land Sri Haran Baidya Alias Haran Chandra Baidya son of Late Krishna Chandra Baidya died intestate leaving behind his only wife Smt. Subasi Bala Baidya and three sons Sri Dhirendra Baidya alias Kanta Baidya, Sri Kanai Baidya alias Kanailal Baidya, and Sri Palan Baidya haver become the owner of 1

- Bigha 02 Kata 11Chitaks, as legal heir of Haran Baidya Alias Haran Chandra Baidya and became the  $\frac{1}{4}$  th Owner of the said land equivalent to 5 Kata 8 Chittacks 03 Sq.ft. for each.
- **4.** And Sri Satish Chandra Baidya Son of Late Krishna Chandra Baidya also died intestate leaving behind his legal heir only wife Smt. Kumuda Baidya and only Son Sri Arabindya Baidya and became the 50:50 owner of 1 Bigha 02 Kata 11Chitaks land leaving behind by Sri Satish Chandra Baidya.
- **5.** And whereas Smt. Subasi Bala Baidya and Dhirendra Baidya alias Kanta Baidya, Sri Kanai Baidya alias Kanailal Baidya, and Sri Palan Baidya and other have made a registered "Bantan nama" at the office of D.S.R cossipore Dum Dum on 04/06/1965 recorded in book no. 1, volume no.72 pages from 249 to 254 being no.5138 for the year 1965 to live peacefully thereafter.
- **6.** By the virtue of the "Bantan Nama" Sri Kanai Baidya Alias Kanai Lal Baidya son of Late Haran Baidya Alias Karan Chandra Baidya became the absolute owner of a land measuring 7 Kata 9 chittacks, BASTU land in nature situated at Mouza-Raghunathpur, J.L No. 08, Touzi No. 3027, R.S. No. 134 C.S Dag No. 121, R.S. Khatian no. 272, L.R. Khatian No. 237 comprised in R.S. & L.R. Dag No. 222, in the district North 24 Parganas, West Bengal under Bidhannagar Munciipali Corporation Ward No. 9, having a peaceful possession free from all encumbrances.
- 7. Whereas the said Sri Kanai Baidya Alias Kanai Lal Baidya sold, transferred, conveyed the said BASTU land measuring 05 Chittacks land out of 7 Kata 9 chittacks 00 Sq.ft. situated at Mouza- Raghunathpur, J.L No. 08, Touzi No. 3027, R.S. No. 134 C.S Dag No. 121, R.S. Khatian no. 272, L.R. Khatian No. 237 comprised in R.S. & L.R. Dag No. 222, in the district North 24 Parganas, West Bengal under Bidhannagar Munciipali Corporation Ward No. 9, to Mr. Pranballav Sarkar (The Landowner No. 2) And Mr. Biswanath Das (The Land Owner No. 1) by virtue of a sale deed (Bengali Kobala) registered at the office of the A.D.S.R. Rajarhat, recorded in Book No.1, volume No. 1523-2017 pages from 214499 to 214520 being No. I-07449/17 Dated. 02/08/2017, and after having the possession of the said land the Biswanath Das and Sri Pranballav have recorded their name in the L.R. Record at BL&LRO, Rajarhat, vide L.R. Khatian No. 3409, 3410, and paying their taxes on land accordingly and enjoying such land peacefully and free from all encumbrances, morefully described in the Schedule-A (Part-II) herein under written,

#### **PART-B**

**8.** Whereas one Bhola Nath Naskar was the R.S. Recorded owner of ALL THAT land measuring 15 Decimals lying and situated at Mouza- Raghunathpur, J.L No. 08, R.S. no. 134, Touzi No. 3027, comprised in R.S. Dag no. 226, under R.S. Khatian No. 298 under the police station Rajarhat within the District North 24 Parganas and during the possession of the said property, while in possession of the said land Sri Bhola Nath Naskar sold and transferred, conveyed the said land to his own sons of Sri. Bijoy

Krishna Nakskar, Sri. Prabhat Chandra Naskar jointly vide a registered deed of sale on 02/03/1960 at Sub- registrar office of Cossipore Dum Dum recorded in Book No. 1, Volume No. 32, pages from 121 to 124 being No. 1717 for the year 1960. In this context it is to mentioned that after the sale said Sri. Bholanath Naskar died on 10.01.1972 leaving behind his only wife Smt. Matangini Naskar, Three sons namely Sri Bijoy Krishna Nakskar, Sri Haran Chandra Naskar, Sri Prabhat Chandra Naskar, to daughters namely sakuni Bala Mondal alias Sukni Bala Mondal and Smt. Samti Lata Mondal.

- 9. Said Sri Bijoy Krishna Naskar died as bachelor on 11.12.1984 and as per hindu succession Act leaving behind his mother Smt Matangini Naskar, Two brother Sri Haran Chandra Naskar, Sri Prabhat Chandra Naskar, and two sisters namely Sakuni Bala Mondal alias Sukni Bala Mondal and Smt. Santi Lata Mondal as his legal heirs and they have owned the said share of property left by the deceased Bijoy Krishna Naskar.
- 10. And whereas during possession of the said property Said Smt. Matangini Naskar wife of Late Bhola Nath Naskar duly mutated her name in the L.R. record at BL&LRO, Rajarhat vide L.R. Khatian No. 1082/1 as per her share of land and died on 10.01.1987 leaving behind her Two sons namely Sri Haran Chandra Naskar, Sri Prabhat Chandra Naskar, and two daughters namely Smt. Sakuni Bala Mondal alias Smt. Sukni Bala Mondal and Smt. Santi Lata Mondal as her legal heirs, successors and representatives.
- **11.** And whereas during joint possession of the aforesaid property said Sri Prabhat Chandra Naskar, Sri Haran Chandra Naskar, Smt. Sakuni Bala Mondal alias Sukni Bala Mondal and Smt. Santi Lata Mondal duly mutated their name at B.L & LRO Rajarhat vide L.R. Khatian No. 783, 1650 ,1403/1,1337/1 as per their respective shares of landed property have got by way of inheritance and paying rents and taxes accordingly.
- 12. Thereafter the said Sri. Haran Chandra Naskar also died on 02.01.1994 intestate leaving behind his only wife Smt. Gita Rani Naskar, four sons namely Sri. Samar Naskar, Sri. Netai Naskar, Sri Debabrata Naskar, Sri Tarani Naskar and only daughter namely Smt. Chandana Naskar Mondal as his only legal heirs, successors and representative who have got his share measuring 3.75 decimal land equivalent to 2 Kata- 04 chittacks at Mouza- Raghunathpur, comprised in R.S Dag No. 226 under R.S. Khatian No. 298 corresponding under L.R. Khatian No. 1650 (Recorded in the name of deceased Haran Chandra Naskar).
- **13.** And whereas by a registered Bengali Kobala dated. 15.10.2007 registered at the office of DSR-II, Barasat, recorded in Book No. 1, CD volume No. 57, Pages from 6097 to 6110 vide Being No. 16473 of the year 2013 said the legal heirs of the late Haran Chandra Naskar namely Smt Gita Rani Naskar, Sri Samar Naskar, Sri Netai Naskar, Sri Debabrata Naskar, , Sri Tarani Naskar, Smt. Chandana Naskar (Mondal) sold and

transferred, conveyed all that property about **2 Kata** - **04 chittacks-00 Sq.ft.** "Danga" in nature, comprised in R.S. & L.R. Dag No. 226, under R.S. Khatian No. 298, corresponding L.R. Khatian No. 1650 at Mouza- Raghunathpur, J.L No. 08, Touzi No. 3027, R.S. no. 134, district North 24 Parganas, under Bidhannagar Municiapal Corporation, Ward No. 09, P.S- Rajarhat (Previously) Baguiati (Presently), Kolkata 700059. In favour of **SILVERLINE CONSTRUCTION** a proprietorship firm represented by its proprietor **SRI PRAN BALLAV SARKAR hereinafter referred as the Landowner No.2**,

- 14. And whereas during joint possession of the aforesaid property said Smt. Sakuni Bala Mondal alias Sukni Bala Mondal who recorded her in the BL&LRO, Rajarhat in L.R. Khatian No. 1403/1 and Smt. Santi Lata Mondal who recorded her in the BL&LRO, Rajarhat in L.R. Khatian No. 1337/1 have sold, transferred, conveyed their share of land recorded as 2 kata 4 chittacks 15 Sq.ft. by physical measurement the land was 2 Kata 00 chittack- 00 Sq.ft. a little more or less comprise in R.S. Dag No. 226, R.S. Khatian No. 298, at Mouza- Raghunathpur, JL No. 8, R.S No. 134, Touzi No. 3027, unto in favour of Smt. Anjana Naskar by virtue of a registered sale deed on 12/10/2004 at D.S.R Barasat, recorded in Book No. 1, Volume No. 1, Pages from 1 to 8 being No. 9492 for the year 2004.
- **15.** And whereas said Sri Provat Chandra Naskar son of Late Bhola Nath Naskar while enjoying the land which he purchase from Sri Bhola Nath Naskar vide Deed No.1717 for the year 1960 and also the land which he get as inheritance after his brother namely Late Bijoy Krishna Chandra Naskar who died on 12/12/1984 and become absolute owner of a land measuring 5 kata -8 chittacks comprise in R.S. Dag No. 226, R.S. Khatian No. 298, at Mouza- Raghunathpur, JL No. 8, R.S No. 134, Touzi No. 3027, and recorded his name in the authority of BL&LRo. Rajarhat, in L.R. Khatian No. 783. And enjoying the share of his land peacefully.
- **16.** And whereas the said Sri. Provat Naskar died on 31/01/1995 leaving his only wife Smt. Bimala Naskar, Two Sons namely Sri. Nandan Naskar And Sri Dulal Naskar and one Daughter namely Smt. Uma Naskar and become the absolute owner of the said land measuring 5kata-08 chittacks in Mouza- Raghunathpur, R.S. Dag No. 226, recorded in L.R. Khatian No. 783 (Recorded in the name of deceased Provat Chandra Naskar).
- 17. And while possession of the said land due to some legal or financial necessity the legal heir of Late Provat Chandra Naskar the said Smt. Bimala Naskar, Sri Nandan Naskar, Sri Dulal Naskar, Smt Uma Naskar decided to sold, transferred, conveyed the land measuring 5 Kata 8 chittacks 00Sq.ft. Danga in Nature, situated at Mouza-Raghunathpur, J.L No. 08, Touzi No. 3027, R.S. no. 134, R.S. & L.R. Dag No. 226, under R.S. Khatian No. 298, corresponding L.R. Khatian No. 783 district North 24 Parganas, under Bidhannagar Municiapal Corporation, Ward No. 09, P.S- Rajarhat (Previously) Baguiati (Presently), Kolkata 700059. To Sri Sushanta Naskar by virtue of

- a sale deed registered at the office of DSR Barasat, on 28/02/2007 being No. 1786 for the year 28/02/2007.
- 18. Whereas Virtue of the said Deed Being No. 9492 dated. 12/10/2004 the Smt. Anjana Naskar has become the absolute owner of land as per record having an area of 2 Kata- 4 Chittacks 00Sq.ft. BUT AS PER Physical measurement the area is 2 Kata- 00 Chittaks 00 Sq.ft. And by a sale of deed being No. 1786 dated 28/02/2007 Sri Susanta Kumar Naskar become the absolute owner of a land measuring 5 kata- 8 Chittacks 00Sq.ft. situated at Mouza- Raghunathpur, J.L No. 08, Touzi No. 3027, R.S. no. 134, R.S. & L.R. Dag No. 226, under R.S. Khatian No. 298, corresponding L.R. Khatian No. 783, 1337/1, 1403/1, district North 24 Parganas, under Bidhannagar Municiapal Corporation, Ward No. 09, P.S- Rajarhat (Previously) Baguiati (Presently), Kolkata 700059.
- 19. And whereas the said Smt. Anjana Naskar and Sri Susanta Kumar Naskar while in possession of the said land they decided to sell the property due to some financial necessity the jointly sold, transferred, conveyed the landed property measuring 7 Kata-08 Chittacks -00 Sq.ft. danga Land situated at Mouza- Raghunathpur, J.L No. 08, Touzi No. 3027, R.S. no. 134, R.S. & L.R. Dag No. 226, under R.S. Khatian No. 298, corresponding L.R. Khatian No. 783, 1337/1, 1403/1, district North 24 Parganas, under Bidhannagar Municiapal Corporation, Ward No. 09, P.S- Rajarhat (Previously) Baguiati (Presently), Kolkata 700059 in favour of SILVERLINE CONSTRUCTION a proprietorship firm represented by its proprietor SRI PRAN BALLAV SARKAR hereinafter referred as the Landowner No. 2 vide a registered Deed No.I-04690 Dated. 08/04/2008 duly registered at the office of A.D.S.R Bidhannagar recorded in Book No. 1, CD Volume No. 5, Pages from 1326 to 1344.
- 20. And whereas by way of the two registered Deed being No. 16473 dated. 15.10.2007 & Deed No. I-04690 dated. 08/04/2008 SILVERLINE CONSTRUCTION a proprietorship firm represented by its proprietor Sri Pran Ballav Sarkar (hereinafter referred as the Landowner No. 2) has become the absolute owner of the land Measuring 9 Kata 12 Chittacks 00 Sq.ft. of Danga Land situated at Mouza- Raghunathpur, J.L No. 08, Touzi No. 3027, R.S. No. 134 comprised in R.S. & L.R. Dag No. 226, under R.S. Khatian No. 298, corresponding L.R. Khatian No. 1650 783, 1337/1, 1403/1, district North 24 Parganas, under Bidhannagar Municiapal Corporation, Ward No. 09, P.S- Rajarhat (Previously) Baguiati (Presently), Kolkata 700059. And the silver line construction recorded their name in the BL&LRO, Rajarhat vide L.R. Khatian No. 3394, 3395 and also recorded and mutated their name in Bidhnhanagar Municipal Corporation and having Holding No. 187, also arrange to convert the nature of land from "Danga" To "Bastu" vide Memo No. CON/ 1055/ BL&LRO/RAJ/21 Dtaed. 19/07/2021 and Memo No. CON/ 1056/ BL&LRO/RAJ/21 Dtaed. 19/07/2021 and paying all the taxes accordingly and enjoying the land free from all encumbrances.

- 21. By virtue of a deed being No. I-07449/17 Dated. 02/08/2017, The said SRI PRANBALLAV SARKAR individually had become the owner of the land measuring 2 chittacks 23 Sq.ft. out of 5 Chittacks and by virtue of a deed being No. 16473 dated. 15.10.2007 & by Deed No. I-04690 dated. 08/04/2008 under his proprietorship firm namely SILVERLINE CONSTRUCTION had become the owner of a land measuring 7 Kata 8 Chittacks.
- 22. Thus the owner SRI PRAN BALLAV SARKAR who is also the proprietor of SILVER LINE COSNTRUCTION has become the absolute owner (hereinafter landowner No. 2) of all that land measuring 9 Kata- 14 Chittack- 23 Sq.ft. as per Deed and As per records of BL&LRO, Rajarhat 9 Kata- 3 Chittacks 09 Sq.ft. and being owners no. 2 along with the promoter herein entered into a registered Development Agreement dated 08/12/2021, executed and registered before the office of the D.S.R-II, North 24 Paraganas, Barasat, and recorded in Book No. I, Volume No. 1502-2021, from pages 148103 to 148149, being No. 150204498 for the year 2021 morefully described in the Schedule-A (Part-II) herein under written.
- Thereafter a by virtue of a registered Development Power of Attorney after registered Development Agreement Dated 08/12/2021 Said PRANBALLAV SARKAR on behalf of his and his proprietorship firm namely SILVER LINE CONSTRUCTION the owner No. 2 herein appointed and nominated "M/s. SAPTACON" a proprietorship firm represented by its Proprietor Mr. BISWANATH DAS [PAN NO. AHRPD6479Q] [AADHAR NO. 5755 4513 7763], Son of Mr. NItya Nanda Das, by Faith- Hindu, by Occupation-Business, by Nationality- Indian residence and office at RH-37, Raghunathpur, Sarkar Bagan, P.O- Raghunathpur, P.S- Baguiati, Kolkata 700059, District North 24 Parganas, West Bengal as his constituted power of attorney by virtue of a registered Development Power of Attorney after registered Development Agreement, which was duly registered in the office of the D.S.R-II, North 24 Parganas, Barasat, and recorded in Book No. I, Volume No. 1502-2021, from pages 148204 to 148229, being No. 150204503 for the year 2021.

#### PART - C

**13.** Whereas One Charu chandra Naskar was the R.S. recorded owner of All that "BASTU" and measuring about 5 Kata – 7 chittacks and other land comprised in R.S. Dag No. 227, in R.S. Khatian No. 214 at Mouza- Raghunathpur, J.L. No.08, R.S. No. 134, Touzi No. 3072 under P.S.- Rajarhat within the district of North 24 Parganas, West Bengal, during the possession of the aforementioned land the Charu Chandra Naskar died intestate leaving behind his wife Smt. Tarubala Naskar, his four sons namely Sri Hemanta Naskar, Sri Mahadeb Naskar, Sri Haru Naskar, Sri Tara Naskar, and three daughters namely Smt. Saraswati Mondal (Naskar), Smt Sandhya Goldar (Naskar) & Smt. Sarathi Mondal (Naskar) as his only legal heirs, successors and representatives who got the afore said property by way of inheritance as per Hindu succession Act. and became the absolute owner of the aforementioned land.

- 14. The said legal heirs of late Charu Chandra Naskar namely Smt. Tarubala Naskar, Sri. Hemanta Naskar, Sri. Mahadeb Naskar, Sri. Haru Naskar, Sri. Tara Naskar, Smt. Saraswati Mondal (Naskar), Smt. Sandhya Goldar (Naskar) & Smt. Sarathi Mondal (Naskar) during the "ejmal" possession of the afore mentioned property they jointly sold, transferred and conveyed the afore mentioned landed property measuring 5 Kata 7 Chittack-O Sq.ft. in R.S. Dag No. 227, R.S. Khatian No. 214 at Mouza- Raghunathpur, J.L. No.08, R.S. No. 134, Touzi No. 3072 under P.S.- Rajarhat in favour of Sri. Jiten Mondal alias Sri Jiten Nath Mondal son of Manick Chandra Mondal by virtue of a registered Bengali Kobala executed on 20/06/1980 at S.R.O. Cossipore Dum Dum, Recorded in Book No. I, Volume No. 89, Pages from 213 to 220 vide Being No. 4904 for the year 1980 free from all encumbrances.
- 15. And whereas after purchasing the aforesaid property said Sri Jiten Mondal alias Jiten Nath Mondal had been possessing by constructing a pucca building thereon, and during his peaceful possession he has died on 26/08/2008 intestate leaving behind him his wife Smt. Nandarani Mondal & his two Sons Sri. Shyamal Mondal & Sri. Kamal Mondal (the landowner No.3 herein) as his only legal heirs, successors and representatives who got the afore said property by way of inheritance as per Hindu succession Act.
- 16. The said Smt. Nandarani Mondal wife of Late Jiten Mondal Alias Jiten Nath Mondal, & Sri. Shyamal Mondal & Sri. Kamal Mondal both sons of Late Jiten Mondal Alias Jiten Nath Mondal (herein after referred as the landowners No. 3) became the absolute owner of the said Land admeasuring 05 Kata 07 Chittack- 00 Sq.ft., "BASTU" in nature comprised in R.S. & L.R. Dag No. 227, R.S Khatian No. 214 situated at Mouza-Raghunathpur, J.L. No.08, R.S. No. 134, Touzi No. 3072 under P.S.- Rajarhat, Presently Baguiati, District North 24 Parganas, West Bengal presently under jurisdiction of Bidhannagar Municipal Corporation, Ward No. 9, Tegharia, Kolkata 700059, accordingly the said land owners has also mutated their name in the record of Bidhannagar Municipal Corporation and having the Holding No. 334 of their aforesaid land, and the said landowners has also recorded and mutated their name in the B.L & L.R.O, Rajarhat under L.R. Khatian No. 3020, 3021, 3022, after that they are paying all the taxes accordingly without any default and enjoying their land peacefully and free from all encumbrances.
- Cottahs 07 Chittacks 00 Sq.Ft. more or less, lying and situate under Mouza-Raghunathpur, J. L. No. 8, R.S. No. 134 Touzi No. 3072, comprised under R.S. & L.R. Dag No. 227, R.S Khatian No. 214, L.R. Khatian No. 3020, 3021, 3022, P.S.- Baguiati (Previously Rajarhat), within the local limits of the Bidhannagar Municipal Corporation, Ward No. 9, morefully described in the Schedule-A (Part-II) herein under written, said Smt. Nanda Rani Mondal, Sri. Shyamal Mondal And Sri Kamal Mondal, being owners no. 3 along with the promoter herein entered into a registered Development Agreement dated 07/07/2021, executed and registered before the office of the D.S.R-II, North 24 Parganas, Barasat, and recorded in Book No. I, Volume No. 1502-2021, from pages 63666 to 63723, being No. 150201897 for the year 2021.

18. Thereafter a by virtue of a registered Development Power of Attorney after registered Development Agreement dated 21/08/2021, Smt. Nanda Rani Mondal, Sri. Shyamal Mondal And Sri Kamal Mondal, being owners no. 2 herein appointed and nominated "M/s. SAPTACON" a proprietorship firm represented by its Proprietor Mr. BISWANATH DAS [PAN NO. AHRPD6479Q] [AADHAR NO. 5755 4513 7763], Son of Mr. NItya Nanda Das, by Faith- Hindu, by Occupation- Business, by Nationality- Indian residence and office at RH-37, Raghunathpur, Sarkar Bagan, P.O- Raghunathpur, P.S-Baguiati, Kolkata 700059, District North 24 Parganas, West Bengal as their constituted power of attorney which was duly executed and registered in the office of the D.S.R-II, North 24 Parganas, Barasat, and recorded in Book No. I, Volume No. 1502-2021, from pages 81658 to81693, being No. 150202428 for the year 2021.

### PART - D

- 19. Whereas One Prafulla Kumar Naskar and Khitish Chandra Naskar both are sons of Bishnupada Naskar were the R.S. Recorded owners of "2 ana" land of each, And One Charu Chandra Naskar son of Gosto Behari Naskar was the R.S. recorded owner of "8 ana" Land and Nakul Chandra Naskar son of Netai Charan Naskar, Adhar Cahndra Naskar alias Ardha Chandra Naskar son of Raj Mohan Naskar, Jangal Charan Naskar son of Binod Chandra Naskar each were the R.S. Recorded owner of "1 ana" Land as per 13 coloums in R.S. Khatian No. 214 at Mouza- Raghunathpur, J.L No.8, Touzi No. 3027 and as per "Mantabya Coloum" said Prafulla Kumar Naskar and Khitish Chandra Naskar son of Bishnupada Naskar got recorded entire 16 decimal "BASTU" land together with a structure in R.S. Dag No.230 and Charu Chandra Naskar son of Gosto Behari Naskar got recorded entire 16 Decimal "DANGA" land in R.S. Dag No. 227 and 11 decimal "BASTU" land with structure in R.S. Dag No. 229 AND 17 Decimal of BASTU land together with 5 rooms in R.S. dag No. 228 recorded as Nakul and Gang i.e. Nakul Chandra Naskar, Netai Charan Naskar, Ardha Chandra Naskar, AND as per records aforesaid all the recorded owners were possessed as per their specific recorded lands on amicably partitioned by meters and bounds with well demarcated by boundary wall surrounding their said property.
- 20. And whereas in accordance with the Mantabba coloumn of R.S. Khatian 214 and amicably partitioned said Nakul Chandra Naskar, Netai Chandra Naskar, Adhar Chandra Naskar Alias Ardha Chandra Naskar all are sons of Raj Mohan Naskar, and Jugal Chandra Naskar son of Binod Chandra Naskar exclusively got entire 17 Decimal of BASTIU land with construction in R.S. Dag No. 228 under R.S. Khatian No. 214 at Mouza-Raghunathpur, J.L No.08, Re.Sa. No. 134, Touzi No. 3027 within the P.S Rajarhat Now Baguiati, District 24 Parganas (North) and has been possessing the said property as per their 1/4<sup>th</sup> specific share of each of 17 decimal (4.25 Decimal) by making boundary wall surrounding their 1/4<sup>th</sup> specific share after amicably partitioned and duly paying rents

before the authority of government is free from all encumbrances, liens, charges, lispendences whatsoever.

- 21. AND WHEREAS said Adhar Chandra Naskar Alias Ardha Chandra Naskar had become the absolute owner of ALL THAT 1/4<sup>th</sup> share i.e. 4.25 Decimal of land with construction out of 17 Decimal equivalent to 2 Kata 9 chittacks 08 Sq.ft. "Bastu" in nature in R.S. Dag No. 228, under R.S Khatian No. 214 situated at Mouza- Raghunathpur, J.L No.08, Re.Sa. No. 134, Touzi No. 3027 within the P.S Rajarhat Now Baguiati, District 24 Parganas (North) have got by way of amicable partitioned and had been possessing thereon by constructing pucca building thereon.
- 22. AND WHEREAS during the possession of the 1/4<sup>th</sup> share i.e. 4.25Decimal of Bastu land with construction the said Adhar Chandra Naskar Alias Ardha Chandra Naskar died intestate leaving him his only wife Mohini Naskar, only son Sri Gopal Naskar and Four daughters namely Smt. Golapi Naskar (Mondal), Smt. Basanti Naskar, Smt. Nanda Rani Naskar (Mondal), Smt. Rupabani Naskar (Mondal) as his legal heirs, successors and representatives, each have got 1/6<sup>th</sup> share of land measuring of 4.25 decimal left by their predecessor Adhar Chabdra Naskar Alias Ardha Chandra Naskar by way of Inheritance, there after the afore said legal heir of Adhar Chandra Naskar alias Ardgha Chandra Naskar duly recorded their names in the B.L & L.R.O Rajarhat, being L.R. Khatian No. 329/1, 1130/1, 356/1,897/1, 598/1, and 1252/1 as per their respective share and paying rents before the authority of government is free from all encumbrances.
- Naskar alias Ardha Chandra Naskar died on 05/04/1996 intestate behind her only son Sri Gopal Naskar and Four daughters namely Smt. Golapi Naskar (Mondal), Smt. Basanti Naskar, Smt. Nanda Rani Naskar (Mondal), Smt. Rupabani Naskar (Mondal) as per Hindu succession act they have got the share of land left by Mohini Naskar and accordingly said Sri Gopal Naskar, Smt. Golapi Naskar (Mondal), Smt. Basanti Naskar, Smt. Nanda Rani Naskar (Mondal), Smt. Rupabani Naskar (Mondal) became the absolute joint owners of ALL THAT BASTU land measuring 4.25 decimal with the construction thereon R.S. & L. R. Dag No. 228, under R.S. Khatian No. 214, under L.R. Khatian No. 329/1, 1130/1, 356/1,897/1, 598/1, and 1252/1 situated at Mouza- Raghunathpur, J.L No.08, Re.Sa. No. 134, Touzi No. 3027 within the P.S Rajarhat Now Baguiati, District 24 Parganas (North).
- 24. AND WHEREAS Sri Gopal Naskar, Smt. Golapi Naskar (Mondal), Smt. Basanti Naskar, Smt. Nanda Rani Naskar (Mondal), Smt. Rupabani Naskar (Mondal) jointly sold, transferred and conveyed all that the property measuring about 6 Chittacks 42 Sq.ft. togetherwith 312 Sq.ft. constructed area out of 4.25 decimal of land with the construction to amd in favour of one Sri. Asit Baran Patra by a registered deed of sale being no. 3091 dated 02/08/1996 registrered at A.D.S.R.O bidhannagar (Salt lake city) recorded in Book No. I, volume No. 17, Pages from 227 to 306 for the year 1996.
- **25.** AND by another registered deed of sale being No. 3087 dated. 08/08/1996 registered at the office of A.D.S.R.O bidhannagar (Salt lake city) recorded in Book No. I,

- volume No. 70, Pages from 259 to 268 for the year 1996 said Sri Gopal Naskar, Smt. Golapi Naskar (Mondal), Smt. Basanti Naskar, Smt. Nanda Rani Naskar (Mondal), Smt. Rupabani Naskar (Mondal) jointly sold, transferred and conveyed all that property measuring 6chittacks 27 Sq.ft. in favour of Sri. Radha Madhab Das.
- 26. AND by another registered deed of sale being No. 3090 dated. 02/08/1996 registered at the office of A.D.S.R.O bidhannagar (Salt lake city) recorded in Book No. I, volume No. 70, Pages from 285 to 296 for the year 1996 said Sri Gopal Naskar, Smt. Golapi Naskar (Mondal), Smt. Basanti Naskar, Smt. Nanda Rani Naskar (Mondal), Smt. Rupabani Naskar (Mondal) jointly sold, transferred and conveyed all that property measuring 5 chittacks 12 Sq.ft. in favour of Sri. Susama Das.
- And whereas Sri Gopal Naskar, Smt. Golapi Naskar (Mondal), Smt. Basanti Naskar, Smt. Nanda Rani Naskar (Mondal), Smt. Rupabani Naskar (Mondal) after transferring the land measuring about 1 Kata- 2 chittacks – 36 Sq.ft. out of 4.25decimal land equivalent to 2 Kata – 9 Chittack -8 Sq.f.t as aforesaid they become the absolute owner of balance portion i.e. 1Kata-6chittacks-19 Sq.ft. togetherwith construction thereon and during their joint possession Smt. Golapi Naskar, Smt. Golapi Naskar (Mondal), Smt. Basanti Naskar, transferred by deed of sale being No. 01582 dated. 01582 dated. 07/02/2008 transferred their 2/5<sup>th</sup> share out of balance area 1kata-6 chittacks-19 Sq.ft. to and in favour of their full blooded brother Sri Gopal Naskar and the said was registered at A.D.S.R.O bidhannagar (Salt lake city) recorded in Book No. I, CD volume No. 2, Pages from 8802 to 8815 for the year 2008. Thereafter in the same manner Smt. Nanda Rani Naskar amd Rupbani Naskar also sold, transferred their 2/8<sup>th</sup> balance share of land with construction thereon out of 1 KATA-06 CHITTACKS -019 Sq.ft. by two separate deed of sale vide Being No. 152307442 dated. 02/08/2017 registered at ADSR Rajarhat, recorded in book No. I, volume No. 1523-2017, pages from 214822 to 214841 fo r the year 2017 AND being No. 152307450 dated. 28/07/2017 registred at ADSR Rajarhat, Recorded in Book No. I, Volume No. 1523-2017 pages from 214521 to 214539 for the year 2017 to and in favour of their full blooded brother Sri . Gopal Naskar.
- 28. And whereas thereafter the said Sri.Gopal Naskar son of late Adhar Chandra Naskar alias Ardha Chandra Naskar became the absolute owner of ALL THAT Bastu land measuring 1 Kata 06 Chittacks- 19 Sq.ft.have got by way of inheritance and aforesaid purchase from his sisters by 3 registered deed and after purchasing the aforesaid property the said Gopal Naskar duly mutated his name before the Authority B.L & L.R.o, Rajarhat, in his personal L.R. Khatian No. 329/1 also mutated his name before the authority of Bidhnanagar Municipal Corporation being Holding No. BMC 136 and paying rentys and taxes up to date.
- 29. ANDWHEREAS said Sri. Gopal Naskar son of late Adhar Chandra Naskar alias Ardha Chandra Naskar thereafter has transferred his said Bastu Land Measuring 1 Kata -0 6Chittacks 19 Sq.ft. together with construction thereon situated at Mouza-Raghunathpur, J.L No.08, Re.Sa. No. 134, Touzi No. 3027, R.S. & L. R. Dag No. 228, under

R.S Khatian No. 214, under L.R. Khatian No. 329/1 within the P.S Rajarhat Now Baguiati, District 24 Parganas (North) to and in favour of his only wife **Smt. Ranu Naskar And son Sri Bidesh Naskar hereinafter referred as the land owner No. 4**, by virtue of a registered Deed of Gift registered on 05.01.2021 at the office of ADSR Rajarhat, recorded in Book No. I, Volume No. 1523-2021 pages from 17977 to 18008 vide Being No. 152300071 for the year 2021.

- 30. And Said Smt. Ranu Naskar and Sri Bidesh Naskar herein after referred as Landowners No. 4 herein became the absolute owners of ALL THAT said BASTU Land measuring 1 Kata 06Chittacks- 19Sq.ft. together with construction thereon situated at Mouza- Raghunathpur, J.L No. 08, R.S. No. 134, Touzi No. 3027, R.S. & L. R. Dag No. 228, under R.S Khatian No. 214, corresponding to L.R. Khatian No. 329/1 within the P.S Rajarhat Now Baguiati, ward No. 9, under Bidhannagar Municipal Corporation, and have also mutated their names in the record of Authority of B.L & L.R.O, Rajarhat vide L.R. Khatian No. 3930, 3931 after that they are paying all the taxes accordingly without any default and enjoying their land peacefully and free from all encumbrances morefully described in the Schedule-A (Part-II) herein under written,
- 31. Being the absolute and lawful owners Said Smt. Runu Naskar, & Sri. Bidesh Naskar, being owners no. 4 along with the promoter herein entered into a registered Development Agreement dated 20/01/2021, executed and registered before the office of the D.S.R-II, North 24 Parganas, Barasat, and recorded in Book No. I, Volume No. 1502-2021, from pages 7888 to 7947, being No. 150200215 for the year 2021.
- 32. Thereafter a by virtue of a registered Development Power of Attorney after registered Development Agreement dated 21/08/2021, Smt. Runu Naskar, & Sri. Bidesh Naskar, being owners no. 4 herein appointed and nominated "M/s. SAPTACON" a proprietorship firm represented by its Proprietor Mr. BISWANATH DAS [PAN NO. AHRPD6479Q] [AADHAR NO. 5755 4513 7763], Son of Mr. Nitya Nanda Das, by Faith-Hindu, by Occupation- Business, by Nationality- Indian residence and office at RH-37, Raghunathpur, Sarkar Bagan, P.O- Raghunathpur, P.S- Baguiati, Kolkata 700059, District North 24 Parganas, West Bengal as their constituted power of attorney which was duly executed and registered in the office of the D.S.R-II, North 24 Parganas, Barasat, and recorded in Book No. I, Volume No. 1502-2021, from pages 8093 to 8121, being No. 150200224 for the year 2021.

#### PART - E

33. Whereas One Bakreshawar Naskar was the absolute R.S. recorded owner of All That Danga Land Measuring 15 Decimal lying and situated at Mouza- Raghunathpur, J. L No. 08, Re. Sa. No. 134, Touzi No. 3027 comprised in R.S. Dah No. 225 in R.S. Khatian No. 284 under P.S- Rajarhat within the District of North 24 Parganas was seized and possessed by paying rents and taxes before the authority of government.

- 34. And whereas during peaceful possession of the said property the said Sri Bakreshwar Naskar died on 07/07/1984 intestate leaving behind him his Wife (1) Smt. Pramila Bala Naskar and Four Sons namely (2) Ratikanta Naskar, (3) Sushanta Naskar, (4) Ashoke Naskar (5) Krishna Chandra Naskar and Three Daughters namely (6) Smt. Nishada Bala Mondal, (7) Smt. Angur Bala Naskar and (8) Smt. Arati Bala Sardar as his only legal heirs, successors and representatives and each become the owner of 3/8<sup>th</sup> share of land.
- **35.** And whereas the said Smt. Angur Bala Naskar daughter of Late Bakreswar Naskar decided to sell his 3/8<sup>th</sup> share of land out of 15 Decimal danga Land to her brother the said (1) Sri. Ratikanta Naskar, (2) Sushanta Naskar, (3) Ashoke Naskar (4) Krishna Chandra Naskar vide a registered deed of conveyance registered at ADSR Bidhannagar (Salt Lake City) on 21/06/1985 duly recorded in Book No. I, Volume No. 81F, Pages from 317 to 328 Being no. I- 4283 for the year 1985.
- **36.** And whereas the said Smt. Pramila Bala Naskar wife of Late Bakreswar Naskar decided to sell his 3/8<sup>th</sup> share of land out of 15 Decimal danga Land to her sons (1) Ratikanta Naskar, (2) Sushanta Naskar, (3) Ashoke Naskar (4) Krishna Chandra Naskar vide a registered deed of conveyance registered at ADSR Bidhannagar (Salt Lake City) on 21/06/1985 duly recorded in Book No. I, Volume No. 81F, Pages from 329 to 340 Being no. I- 4284 for the year 1985.
- 37. And whereas the said Smt. Nishada Bala Mondal daughter of Late Bakreswar Naskar decided to sell his 3/8<sup>th</sup> share of land out of 15 Decimal danga Land to her brother the said (1) Sri. Ratikanta Naskar, (2) Sushanta Naskar, (3) Ashoke Naskar (4) Krishna Chandra Naskar vide a registered deed of conveyance registered at ADSR Bidhannagar (Salt Lake City) on 21/06/1985 duly recorded in Book No. I, Volume No. 81F, Pages from 341 to 352 Being no. I- 4285 for the year 1985.
- **38.** And whereas the said Smt. Arati Bala Sardar daughter of Late Bakreswar Naskar decided to sell his 3/8<sup>th</sup> share of land out of 15 Decimal danga Land to her brother the said (1) Sri. Ratikanta Naskar, (2) Sushanta Naskar, (3) Ashoke Naskar (4) Krishna Chandra Naskar vide a registered deed of conveyance registered at ADSR Bidhannagar (Salt Lake City) on 08/09/1986 duly recorded in Book No. I, Volume No. 44, Pages from 269 to 282 Being no. I- 2335 for the year 1986.
- 39. And Whereas the said legal heirs of late Bakreshwar Naskar namely (1) Ratikanta Naskar, Sushanta Naskar, Ashoke Naskar and Krishna Chandra Naskar became the absolute owner of the said property have got by way of inheritance and the deed of Conveyance being No. I-4283, I-4284, I-4285, I-2335 during their joint possession duly recorded their name before the B.L.&L.R.O Rajarhat in the L.R. Record as per their 1/4<sup>th</sup> Share of land Vide L.R. khatian No. 1162/1, 1607/1, 119/1 and 279/1 and paying rents and taxes up to date before the authority of the government.
- 40. And whereas during joint possession of the aforesaid property the said Sri Ratikanta Naskar died on 01/08/2008 intestate leaving behind him his Wife (1) Smt. Manorama

- Naskar, his two Sons namely (2) Biswajit Naskar & (3) Sri Prasenjit Naskar and three daughters namely (4) Smt Bisakha Mondal, (5) Rinal Mondal & (6) Smt. Bula Naskar as his legal heirs, successors and representatives who inheris the 1/4<sup>th</sup> share of the aforesaid 15 Decimal landed property left by the said deceased Ratikanta Naskar.
- **41.** And whereas the said legal heirs of Late Ratikanta Naskar the said (1) Smt. Manorama Naskar, his two Sons namely (2) Biswajit Naskar & (3) Sri Prasenjit Naskar and three daughters namely (4) Smt Bisakha Mondal, (5) Rinal Mondal & (6) Smt. Bula Naskar duly recorded their name in the L.R. Record of BL&LRO, Rajarhat vide L.R. Khatian No. 3824, 3825, 3826, 3827, 3828, 3829 and paying renst and taxes up to date.
- 42. And whereas thus the owners aforesaid (1) Sri. Sushanta Naskar, (2) Sri Ashok Naskar, (3) Sri Krishna Chandra Naskar, (4) Smt. Manorama Naskar, (5) Biswajit Naskar, (6) Sri Prasenjit Naskar (7) Smt Bisakha Mondal, (8) Rinal Mondal & (9) Smt. Bula Naskar herein after referred as landowner No. 5 has become the absolute joint owners of the aforesaid Danga land measuring 15 Decimal Equivalent to 9 kata 1 Chittacks 9 Sq.ft. lying and situated at at Mouza- Raghunathpur, JL No. 8, R.S. No. 134, touzi No. 3027 comprised in R.S. & L.R Dag No. 225 in R.S. Khatian No. 284, corresponding to L.R. Khatian No. 1607/1, 119/1, 279/1, 3824, 3825, 3826, 3827, 3828, 3829 within the local limits of Bidhannagar Municipal Corporation, Ward No. 9, P.S.- Baguiati, Kolkata 700059, District 24 Parganas North, morefully described in the Schedule-A (Part-II) herein under written.
- 43. And whereas the said Land Owners namely (1) Sri. Sushanta Naskar, have converted his share of land from Danga to BASTU vide Memo No. CON/1935/BL&LRO/RAJ/21 Dated 16/12/2021. And (2) Sri Ashok Naskar have converted his share of land from Danga to BASTU vide Memo No. CON/1937/BL&LRO/RAJ/21 Dated 16/12/2021. And (3) Sri Krishna Chandra Naskar have converted his share of land from Danga to BASTU vide Memo No. CON/1943/BL&LRO/RAJ/21 Dated 16/12/2021, and (4) Smt. Manorama Naskar have share of land from Danga to BASTU vide CON/1938/BL&LRO/RAJ/21 Dated 16/12/2021, and (5) Biswajit Naskar have converted his share of land from Danga to BASTU vide Memo No. CON/1939/BL&LRO/RAJ/21 Dated 16/12/2021, and (6) Sri Prasenjit Naskar have converted his share of land from Danga to BASTU vide Memo No. CON/1940/BL&LRO/RAJ/21 Dated 16/12/2021. And (7) Smt. Bisakha Mondal have converted her share of land from Danga to BASTU vide Memo No. CON/1941/BL&LRO/RAJ/21 Dated 16/12/2021., (8) Smt. Rina Mondal have converted her share of land from Danga to BASTU vide Memo No. CON/1942/BL&LRO/RAJ/21 Dated 16/12/2021. & (9) Smt. Bula Naskar have converted her share of land from Danga to BASTU vide Memo No. CON/1936/BL&LRO/RAJ/21 Dated 16/12/2021.
- 44. Being the absolute and lawful owners said (1) Sri. Sushanta Naskar, (2) Sri Ashok Naskar, (3) Sri Krishna Chandra Naskar, (4) Smt. Manorama Naskar, (5) Biswajit Naskar, (6) Sri Prasenjit Naskar (7) Smt Bisakha Mondal, (8) Rinal Mondal & (9) Smt. Bula Naskar

- herein being owners no. 5 along with the promoter herein entered into a registered Development Agreement dated 17/08/2021, executed and registered before the office of the D.S.R-II, North 24 Paraganas, Barasat, and recorded in Book No. I, Volume No. 1502-2021, from pages 79536 to 79626, being No. 150202363 for the year 2021.
- 45. Thereafter a by virtue of a registered Development Power of Attorney after registered Development Agreement dated 21/08/2021, (1) Sri. Sushanta Naskar, (2) Sri Ashok Naskar, (3) Sri Krishna Chandra Naskar, (4) Smt. Manorama Naskar, (5) Biswajit Naskar, (6) Sri Prasenjit Naskar (7) Smt Bisakha Mondal, (8) Rinal Mondal & (9) Smt. Bula Naskar being owners no. 5 herein appointed and nominated "M/s. SAPTACON" a proprietorship firm represented by its Proprietor Mr. BISWANATH DAS [PAN NO. AHRPD6479Q] [AADHAR NO. 5755 4513 7763], Son of Mr. NItya Nanda Das, by Faith-Hindu, by Occupation- Business, by Nationality- Indian residence and office at RH-37, Raghunathpur, Sarkar Bagan, P.O- Raghunathpur, P.S- Baguiati, Kolkata 700059, District North 24 Parganas, West Bengal as their constituted power of attorney which was duly executed and registered in the office of the D.S.R-II, North 24 Parganas, Barasat, and recorded in Book No. I, Volume No. 1502-2021, from pages 81694 to 81753, being No. 150202429 for the year 2021.

### **PART-F**

- Whereas One Prafulla Kumar Naskar and Khitish Chandra Naskar Sri. Charu Chandra Naskar, Sri. Nakul Chandra Naskar, Sri Netai Charan Naskar, Adhar Cahndra Naskar alias Ardha Chandra Naskar And Sri ANgan Chandra Naskar was the absolute owners of the landed property measuring 60 decimal lying and situated at Mouza- Raghunathpur, J.L No.8, Touzi No. 3027 comprised in R.S Khatian No. 217, appertaining to R.S. & L.R. Dag No. 227, 229 & 230 within the local limits of Rajarhat Gopalpur Municipality now at Bidhannagar Muncipal Copration under P.S. Rajarhat now at Baguiati, ADSRO Rajarhat, North 24 Parganas.
- 47. And Whereas said Charu Naskar, recorded his name in respect of a piece and parcel of land measuring 16 Decimal comprised in R.S. & L.R. Dag No. 227 and 11 decimals land comprised in R.S. & L.R. Dag No. 229 out of 60 decimal and Prafullaa Chandra Naskar and other recorded their names in respect of a piece of parcel of land measuring 16 decimals in Dag No. 230 out of 60 Decimals and Sri Nakul Chandrea Naskar, and others recorded their names in respect of piece and parcel of land measuring 17 decimal in R.S. & L.R. Dag No. 228 out of 60 Decimals.
- **48.** Andwhereas Saidf Charu Naskar Sri Prafulla Naskar and other sri. Nakul Chandra Naskar possessed the said total landed property measuring 60 decimals they amicably demarcated their property for their better use and enjoy the same peacefully.
- **49.** And whereas Sri Ardha Chabndra Naskar while seized and possessed his shares of landed property in R.S. &L.R. Dag No.228 he constructed pucca three rooms abs while he seized and possessed the same he died intestate leaving behind his wife Mohini Naskar,

only son Sri Gopal Naskar and Four daughters namely Smt. Golapi Naskar (Mondal), Smt. Basanti Naskar, Smt. Nanda Rani Naskar (Mondal), Smt. Rupabani Naskar (Mondal) as his legal heirs, successors and representatives, there after they duly recorded their names in the B.L & L.R.O Rajarhat, being L.R. Khatian No. 329/1, 1130/1, 356/1,897/1, 598/1, and 1252/1 of as per their respective share and paying rents before the authority of government is free from all encumbrances.

- 50. And there after the said Mohini Naskar the wife of Adhar Chandara Naskar alias Ardha Chandra Naskar died on 05/04/1996 intestate behind her only son Sri Gopal Naskar and Four daughters namely Smt. Golapi Naskar (Mondal), Smt. Basanti Naskar, Smt. Nanda Rani Naskar (Mondal), Smt. Rupabani Naskar (Mondal) as per Hindu succession act they have got the share of land left by Mohini Naskar and accordingly said Sri Gopal Naskar, Smt. Golapi Naskar (Mondal), Smt. Basanti Naskar, Smt. Nanda Rani Naskar (Mondal), Smt. Rupabani Naskar (Mondal) became the absolute joint owners of ALL THAT BASTU land measuring 4.25 decimal with the construction thereon R.S. & L. R. Dag No. 228, under R.S Khatian No. 214, under L.R. Khatian No. 329/1, 356/1,897/1, 598/1, and 1252/1 situated at Mouza- Raghunathpur, J.L No.08, Re.Sa. No. 134, Touzi No. 3027 within the P.S Rajarhat Now Baguiati, District 24 Parganas (North).
- 51. AND whereas Sri Gopal Naskar, Smt. Nanda Rani Naskar (Mondal), Smt Basanti Naskar, Rupbani Naskar (Mondal), Smt Golapi Naskar while seized and possessed the same the recorded names in L.R. Khatian No. 329/1, 598/1, 897/1, 1252/1, 356/1 and they sold and transferred the Bastu land Measuring 05 chittacks 12 Sq.ft. equiavalent to 237 Sq.ft. land together with old dilapidates building out of the total property to Smt. Sushma Das wife of Sri Durgapada Das herein after referred as Landowner No. by way of a registered Bengali Saf Bikroy Kobala, being No. 3090 dated. 02/08/1996 registered at the office of A.D.S.R.O bidhannagar (Salt lake city) recorded in Book No. I, volume No. 70, Pages from 285 to 296 for the year 1996.
- **52.** AND Whereas **Smt. Sushma Das** wife of Sri Durgapada Das **hereinafter referred as Land owner No. 6** has become the absolute owner of the said **BASTU** land measuring **05 chittacks 12 Sq.ft.** equiavalent to **237 Sq.ft.** situated at **Mouza- Raghunathpur**, J.L No. 8, R.S. No. 134, Touzi No.3027, **R.S. & L.R. Dag No. 228**, within the P.S. Rajarhat (Previously) Presently Baguiati, Ward No. 9, Under Bidhanagar Municipal Corporation (Formerly Rajarthat Gopalpur Municipality) and also recorded her name at the authority of B.L. & L.R.O. Rajarhat vide **L.R. Khatian No. 3846**, and also recorded her name at the authority of Bidhannagar Municipal Corporation and having the holding No. **12/217** after that she paying all the taxes accordingly without any default and enjoying their land peacefully and free from all encumbrances, morefully described in the Schedule-A (Part-II) herein under written.
- **53.** Being the absolute and lawful owners Said **Smt. SUSHMA DAS** herein being owners no. 6 along with the promoter herein entered into a registered Development Agreement dated 26/07/2017, executed and registered before the office of the A.D.S.R, Rajarhat,

- and recorded in Book No. I, Volume No. 1523-2017, from pages 205620 to 205661, being No. 152307120 for the year 2017.
- 54. Thereafter a by virtue of a registered Development Power of attorney after registered development agreement dated 03/09/2021, SUSHMA DAS, being owners no. 6 herein appointed and nominated "M/s. SAPTACON" a proprietorship firm represented by its Proprietor Mr. BISWANATH DAS [PAN NO. AHRPD6479Q] [AADHAR NO. 5755 4513 7763], Son of Mr. NItya Nanda Das, by Faith- Hindu, by Occupation- Business, by Nationality- Indian residence and office at RH-37, Raghunathpur, Sarkar Bagan, P.O-Raghunathpur, P.S- Baguiati, Kolkata 700059, District North 24 Parganas, West Bengal as her constituted power of attorney which was duly executed and registered in the office of the A.D.S.R Rajarhat, and recorded in Book No. I, Volume No. 1523-2021, from pages 422905 to 422926, being No. 152310077.

#### **PART-G**

- 55. Whereas, Sri Gopal Naskar, Smt. Nanda Rani Mondal, Smt. Basanti Naskar, Smt. Rupbani Mondal was the recorded owner of 4.25 Decimal of Bastu Land along with a constructed area situated at Mouza- Raghunathpur, J.L No. 8, R.S. No. 134, Touzi No. 3027, R.S & L.R. Dag No. 228, recorded in L.R. Khatian No. 329/1, 598/1, 897/1, 1252/1, 356/1, within the P.S. Rajarhat (Previously) Presently Baguiati, Ward No. 9, Under Bidhanagar Municipal Corporation (Formerly Rajarthat Gopalpur Municipality) by virtue of inheritance. While possession of the said land they have sold and transferred one shop measuring 312 Sq.ft. on the ground floor by virtue of a registered Deed of Conveyance which was duly registered at ADSR Bidhannagar (Salt lake city) recorded in Book No. 1, volume No. 70 pages from 297 to 306 Being No. 3091 Dated. 02.08.1996.
- 56. And whereas since after purchase the Ashit Baran Patra got peaceful physical possession of the sai d portion but due to some legal necessity the said Ahshit Baran Patra transferred the said shop unto and ain favour of Mr. Arun Paul by virtue of a deed of conveyance (Bengali Kobala) which was duly registrerd an d recorded at ADSR Bidhannagar, in Book No. 1, Volume No. 472, pages from 193 to 209 being No. 07963 Dated. 17.05.2004 in respect of a shop on the ground floor, having its super built up area 312 Sq.ft. more or less along with the proportionate undivided share of land underneath over the said land hereto building at the said land.
- 57. And whereas since after purchase the said Sri Arun Pal got peaceful and physical possession and his name duly recorded in the office of the Local Municipal Authority by paying taxes accordingly, but due to some legal necessity the said Arun Pal sold and transferred the said shop measuring 205 Sq.ft. super built up area out of 312 Sq.ft. on the ground floor along with the proportionate undivided impartiable share of land measuring 6 Chittacks 42 Sq.ft. situated at Mouza- Raghunathpur, J.L No. 8, R.S. No. 134, Touzi No. 3027, R.S & L.R. Dag No. 228, L.R. Khatian No. 329/1, 598/1, 897/1, 1252/1, 356/1, within the P.S. Rajarhat (Previously) Presently Baguiati, Ward No. 9 (New), Under Bidhanagar Municipal Corporation (Formerly Rajarthat Gopalpur Municipality), Kolkata

- 700 059 to **Smt. Laxmi Rani Chanda And Sri Raju Chanda** herein after referred to as the Land Owner No. 7 by virtue of a registered Deed of Conveyance (Bengali Kobala) dated. 20/07/20216 registered at D.S.R-II, Barasat, North 24 Parganas, recorded in Book No. 1, Volume No.1502-2016, pages from 60096 to 60119 being No. 150202412 for the year 2016. morefully described in the Schedule-A (Part-II) herein under written.
- **58.** AND whereas the said Smt. Laxmi Rani Chanda and Sri Raju Chandra after having the peaceful and vacant possession of the said shop they have mutate and recorded their name in the record of B.L. & L.R.O Rajarhat vide **L.R. Khatian No. 3948, 3947** and paying the taxes accordingly.
- **59.** Being the absolute and lawful owners Said **Smt. Laxmi Rani Chanda and Sri Raju Chandra** herein being owners no. 7 along with the promoter herein entered into a registered Development Agreement dated 26/07/2017, executed and registered before the office of the A.D.S.R, Rajarhat, and recorded in Book No. I, Volume No. 1523-2017, from pages 205662 to 205705, being No. 152307119 for the year 2017.
- 60. Thereafter a by virtue of a registered Development Power of attorney after registered development agreement dated 01/04/2021, Smt. Laxmi Rani Chanda and Sri Raju Chandra, being owners no. herein appointed and nominated "M/s. SAPTACON" a proprietorship firm represented by its Proprietor Mr. BISWANATH DAS [PAN NO. AHRPD6479Q] [AADHAR NO. 5755 4513 7763], Son of Mr. NItya Nanda Das, by Faith-Hindu, by Occupation- Business, by Nationality- Indian residence and office at RH-37, Raghunathpur, Sarkar Bagan, P.O- Raghunathpur, P.S- Baguiati, Kolkata 700059, District North 24 Parganas, West Bengal as her constituted power of attorney which was duly executed and registered in the office of the A.D.S.R Rajarhat, and recorded in Book No. I, Volume No. 1523-2021, from pages 206747 to 206775, being No. 152304879.

#### **PART-H**

- 61. One Sri Charu Chandra Naskar was the absolute owner of the BASTU land measuring 4 Kata -00 Chittacks Sq.ft. equivalent to 7 Decimal situated at Mouza- Raghunathpur, JL No. 8, R.S. No. 134, Touzi No.3027, R.S Dag No. 223, Recorded in C.S. Khatian No. 126, District North 24 Parganas, enjoying the land peacefully and paying the taxes accordingly.
- 62. And whereas the said Charu Naskar while possession of the said bastu land measuring 4kata-00 Chittacks 00 Sq.ft. at Mouza- Rgahunathpur, he sold and transferred all the rights to Sri. Hare Krishna Koyal by virtue of a sale deed duly registered at Sub-registrar of Cossipore Dum Dum on 20/04/1969 recorded in Book No. 1, Volume No.15, pages from 115 to 117, being No. 518 for the year 1969 and after the deed the hare Krishna Koyal having full peacefull physical possession of the said land and enjoying thereafter and providing all the taxes to the government accordingly.
- 63. And whereas Sri. Hare Krishna Koyal for some legal necessity of his he decided to sold and transferred the said BASTU land measuring 4 Kata -00 Chittacks 00Sq.ft.

equivalent to 7 Decimal situated at Mouza- Raghunathpur, JL No. 8, R.S. No. 134, Touzi No.3027, R.S Dag No. 223 corresponding to L.R Dag No. 227, recorded in C.S. Khatian No. 126, District North 24 Parganas, to the Sri. Nitya Ranjan Chakraborty hertein after referred as the Lands owner No. 8 by virtue of a registered sale deed (Bengali Kobala) duly registered at SUB-Registrar Cossipore Dum Dum on 24/09/1976 duly recorded in The Book No. 1, Volume No. 105 pagres from 219 to 221 being no. I- 6458 for the year 1976. And the said Nitya Ranjan Chakraborty after having the physical possession of the said plot he recorded his name at the local municipal authority Bidhnanagar Municipal Corporation (formerly Rajarhat Gopalpur Municipality) and having the Holding No. 140 in Ward No. 9 (new) and also recorded his name in the BL&LRO, Rajarhat vide L.R. Khatian No. 633/1 and paying the taxes accordingly, morefully described in the Schedule-A (Part-II) herein under written.

- 64. Being the absolute and lawful owners said **Sri NITYA RANJAN CHAKRABORTY** herein being owners no. 8 along with the promoter herein entered into a registered Development Agreement dated 21/11/2017, executed and registered before the office of the A.D.S.R, Rajarhat, and recorded in Book No. I, Volume No. 1523-2017, from pages 339199 to 339235, being No. 152311343 for the year 2017.
- 65. Thereafter a by virtue of a registered Development Power of attorney after registered development agreement dated 21/11/2017 Nitya Ranjan Chakraborty, being owners no. 8 herein appointed and nominated "M/s. SAPTACON" a proprietorship firm represented by its Proprietor Mr. BISWANATH DAS [PAN NO. AHRPD6479Q] [AADHAR NO. 5755 4513 7763], Son of Mr. NItya Nanda Das, by Faith- Hindu, by Occupation-Business, by Nationality- Indian residence and office at RH-37, Raghunathpur, Sarkar Bagan, P.O- Raghunathpur, P.S- Baguiati, Kolkata 700059, District North 24 Parganas, West Bengal as her constituted power of attorney which was duly executed and registered in the office of the A.D.S.R Rajarhat, and recorded in Book No. I, Volume No. 1523-2017, from pages 337789 to 337807, being No. 152311360.

### PART- I

- **66.** Whereas (1) Sri Nakul Chandra Naskar, (2) Sri Netai Chandra Naskar, (3) Sri Adhar Chandra Naskar Alias Sri Ardha Chandra Naskar And (4) Sri. Jangal Naskar alias Kalipada Naskar were the absolute joint owners of land measuring 17 Decimal a little more or less comprised in C.S. Dag No. 224 corresponding to R.S. Dag Nos.228, under R.S. Khatian No. 126, In Mouza- Raghunathpur, J. L No. 08, Re. Sa. No. 134, Touzi No. 3027, P.S. Rajarhat, North 24 Parganas.
- **67.** And Whereas the said (1) Sri Nakul Chandra Naskar, (2) Sri Netai Chandra Naskar, (3) Sri Adhar Chandra Naskar Alias Sri Ardha Chandra Naskar And (4) Sri. Jangal Naskar alias Kalipada Naskar amicably partitioned the said property and after partition, the Sri. Jangal Naskar alias Kalipada Naskar became the 1/4<sup>th</sup> share i.e. 4.25 Decimal land

- of out of 17 decimal of land more or less C.S. Dag No. 224 corresponding to R.S. Dag No. 228, under R.S. Khatian No. 126, In Mouza- Raghunathpur, J. L No. 08, Re. Sa. No. 134, Touzi No. 3027, P.S. Rajarhat, North 24 Parganas and seized and possessed the same without any interference and hindrance from any third parties.
- **68.** And whereas the said the Sri. Jangal Naskar alias Kalipada Naskar sold and transferred and conveyed the said 4.25 decimal Land to Sri. Bhairav Naskar both are son of Sri Nakul Chandra Naskar vide a registered deed of conveyance on 30.07.1966 registered at the office of S.R.O Cossipore Dum Dum recorded in Book No. 1 Volume No. 105, pages from 88 to 90 Being No. 7040 for the year 1966.
- **69.** And whereas while in physical possession of the land measuring about 4.25 decimal land the said Sri. Bhairab Naskar have recorded his name in the L.R record at B.L & L.R.O. Rajarhat Vide L.R. Khatian No. 1007 comprised in C.S. Dag No. 224, R.S. & L.R Dag No. 228 at Raghunathpur Mouza.
- **70.** And whereas the said Sri Bhairab Naskar while in possession of the land had died on 05/12/1995 intestate leaving behind his wife (1) Smt. Sabitri Naskar, two sons (2) Sri. Sovan Kumar Naskar, (3) Sri Debasish Naskar and two daughters (4) Smt. Putul Mondal, and (5) Smt. Runu Mondal as his only legal heirs, successors as per Hindu Succession Act.
- **71.** And Whereas by way of Hindu Succession Act the said (1) Smt. Sabitri Naskar, (2) Sri. Sovan Kumar Naskar, (3) Sri Debasish Naskar (4) Smt. Putul Mondal, (5) Smt. Runu Mondal has became the absolute owner of the said land, while each having 1/5<sup>th</sup> share of land.
- 72. And Whereas the said Smt. Sabitri Naskar Wife of Late Bhairab Naskar, Smt. Putul Mondal & Smt. Putul Mondal both are the daughters of Late Bhairab Mondal each are owner of 1/5<sup>th</sup> Share of the said land had decided gift their share of land to the said Sri. Sovan Naskar And Sri Debasish Naskar both are son of Late Bhiarab Naskar ans Son of Smt. Sabitri Naskar, and Full bolded brother of Smt. Putul Naskar Runu Mondal vide two separate deed of Gift duly registered at ADSR Bidhannagar on 27/01/2009 recorded in Book No. 1, CD Volume No. 1, Pages From 13593 to 13608 being No. 00621 for the year 2009 and another Deed of Gift duly registered at DSR-II, Barasat, North 24 Parganas, on 06/10/2020 recorded in Book No. 1, Volume No. 1502-2020, Pages from 52139 to 52174 Being No. 150201696 for the year 2020.
- **73.** And whereas the said Sri. Sovan Naskar and Sri Debasish Naskar both are son of Late Bhairab Naskar had become the absolute owners of the said 4.25 decimal Land by virtue of the Hindu Succession Act After demise of Bhairab Naskar and by virtue of the said Deed of Gifts Being No. 00621 & 150201696.
- **74.** And whereas the said **Sri. Sovan Naskar alias Sri Sovan Kumar Naskar** son of late bhairab Mondal herein after referred as the landowners no. 9 had also recorded his name in the LR record Vide LR Khatian No.2492 of his share of **"BASTU"** land recorded as **2 decimals equivalent to 1 Kata 4 Chittacks 23.50 Sq. ft.** a little more

- or less situated in C.S. Dag No. 224 corresponding to **R.S. & L.R. Dag No. 228**, under R.S. Khatian No. 126, Old L.R. Khatian No. 1007, **New L.R. Khatian No. 2492** In **Mouza- Raghunathpur**, J. L No. 08, Re. Sa. No. 134, Touzi No. 3027, P.S. Rajarhat, North 24 Parganas, and seized and possessed the same without any interference and hindrance from any third parties free from all encumbrances. morefully described in the Schedule-A (Part-II) herein under written.
- **75.** Being the absolute and lawful owners Said **Sri SOVAN NASKAR ALIAS SOVAN KUMAR NASKAR** herein being owners no.9 along with the promoter herein entered into a registered Development Agreement dated 24/12/2018, executed and registered before the office of the D.S.R-II, North 24 Parganas, Barasat and recorded in Book No. I, Volume No. 1502-2018, from pages 115718 to 115758, being No. 150204027 for the year 2018.
- 76. Thereafter a by virtue of a registered Development Power of attorney after registered development agreement dated 24/12/2018 Sri SOVAN NASKAR ALIAS SOVAN KUMAR NASKAR, being owners no. herein appointed and nominated "M/s. SAPTACON" a proprietorship firm represented by its Proprietor Mr. BISWANATH DAS [PAN NO. AHRPD6479Q] [AADHAR NO. 5755 4513 7763], Son of Mr. NItya Nanda Das, by Faith-Hindu, by Occupation- Business, by Nationality- Indian residence and office at RH-37, Raghunathpur, Sarkar Bagan, P.O- Raghunathpur, P.S- Baguiati, Kolkata 700059, District North 24 Parganas, West Bengal as her constituted power of attorney which was duly executed and registered in the office of the D.S.R-II, North 24 Parganas, Barasat and recorded in Book No. I, Volume No. 1502-2018, from pages 115828 to 115851, being No. 150204037.

#### PART - J

- **77.** Whereas One Sri. Netai Naskar was the absolute owner of the BASTU land measuring 5 Decimal out of 17 decimal land Equivalent to 3 Kata OChittacks 21.6 Sq.ft. in R.S. Dag No. 228 In Mouza- Raghunathpur, J. L No. 08, Re. Sa. No. 134, Touzi No. 3027, P.S. Rajarhat, North 24 Parganas.
- **78.** While in possession the said Sri. Netai Naskar died intestate leaving behind his only son Sri. Arabinda Naskar as his successor, representative, who have became the absolute owner of the said land in R.S. Dag No. 228 in Mouza- Raghunathpur, and recoded his name in the L.R. Record of BL&LRO, Rajarhat Vide L.R. khatian No. 98, and enjoying the peacefull possession of the said property free from all encumbrances.
- **79.** And Whereas the said Sri Arabinda Naskar by affection of Pure love to his own Sons Sri. Biswajit Naskar And Sri. Satya Jit Naskar, the said Arabinda Naskar decided to Gift the property to his mentioned son and accordingly registered the Deed of Gift on 20/01/2016 registered at ADSR, Rajarhat (Newton) recoded in Book No. I, Volume No. 1523-2016 Pages from 27959 to 27976 being No. 1252300567 for the year 2016.

- 80. And Whereas the said Sri Satyajit Naskar And Sri Biswajit Naskar hereinafter referred landowner No. 10 has become the absolute owner of the BASTU Land Measuring 5 Decimal out of total 17 decimal land Equivalent to 3 Kata OChittacks 21.6 Sq.ft. in R.S. & L.R. Dag No. 228 comprised L.R. Khatian No. 98 in Mouza-Raghunathpur, J. L No. 08, Re. Sa. No. 134, Touzi No. 3027, P.S. Rajarhat, North 24 Parganas, and also recorded their name in the L.R. Record of BL&LRo, Rajarhat vide L.R Khatian No. 3591, 3623 and enjoying the peaceful phsycal possession of the said property free from all encumbrances, morefully described in the Schedule-A (Part-II) herein under written.
- **81.** Being the absolute and lawful owners Said **Sri. SATYAJIT NASKAR & Sri. BISWAJIT NASKAR** herein being owners no. 10 along with the promoter herein entered into a registered Development Agreement dated 07/08/2018, executed and registered before the office of the A.D.S.R Rajarhat, and recorded in Book No. I, Volume No. 1523-2018, from pages 296926 296965, being No. 152308917 for the year 2018.
- 82. Thereafter a by virtue of a registered Development Power of attorney after registered development agreement dated 07/08/2018 Sri SATYAJIT NASKAR AND SRI BISWAJIT NASKAR, being owners no. 10 herein appointed and nominated "M/s. SAPTACON" a proprietorship firm represented by its Proprietor Mr. BISWANATH DAS [PAN NO. AHRPD6479Q] [AADHAR NO. 5755 4513 7763], Son of Mr. NItya Nanda Das, by Faith- Hindu, by Occupation- Business, by Nationality- Indian residence and office at RH-37, Raghunathpur, Sarkar Bagan, P.O- Raghunathpur, P.S- Baguiati, Kolkata 700059, District North 24 Parganas, West Bengal as their constituted power of attorney which was duly executed and registered in the office of the A.D.S.R Rajarhat, and recorded in Book No. I, Volume No. 1523-2018, from pages 296966 to 296987, being No. 152308924.

### PART- K

- 83. Whereas (1) Prafull Kumar Naskar, (2) Khitish Chandra Naskar, (3) Charu Chgandra Naskar, (4) Nakul Chandra naskar, (5) Netai Charan Naskar, (6) Ardha Chandra Naskar Alias Adhar Chandra Naskar, (7) Angan Chandra Naskar were the absolute joint owners of land measuring 60 Decimal a little more or less comprised in R.S. Dag Nos. 227, 228, 229 & 230 under R.S. Khatian No. 214, In Mouza- Raghunathpur, J. L No. 08, Re.S.a. No. 134, Youzi No. 3027, P.S. Rajarhat, North 24 Parganas.
- 84. And Whereas the said(1) Prafull Kumar Naskar, (2) Khitish Chandra Naskar, (3) Charu Chgandra Naskar, (4) Nakul Chandra naskar, (5) Netai Charan Naskar, (6) Ardha Chandra Naskar Alias Adhar Chandra Naskar, (7) Angan Chandra Naskar amicably partitioned the said propert and after partition, the said Ardha Chandra Naskar Alias Adhar Chandran Naskar became the absolute owner of land measuring 17 decimal more or less comprised in R.S. Dag No. 228, Under R.S. Khatian No. 214 I Mouza Raghunathpur, J. L No. 08, Re.S.a. No. 134, Youzi No. 3027, P.S. Rajarhat, North 24 Parganas and seized and possessed the same without any interference and hindrance from any third parties.

- 85. And whereas the said Ardha Chandra Naskar Alias Adhar Chandra Naskar died intestate leaving behind his wife namely Smt Mohini Naskar, and only son namely Gopalp Chandra Naskar and Four Daughters namely (1) Nanda Rani Mondal, (2) Basanti Naskar, (3) Rupbani Mondal, (4) Golapi Naskar as his heirs and successors in interest in respect otthe afore said property left by the said Ardha Chandra Naskar Alias Adhar Chandra Naskar since deceased.
- Mohini Naskar, (2) Gopal Chandra Naskar, (3) Nanda Rani Mondal, (4) Basanti Naskar, (5) Rupbani Mondal, (6) Golapi Naskar become the absolute joint owners of the aforesaid land measuring 17 decimals comprised in R.S. Dag No. 228, under R.S. Khatian No. 214 in Mouza- Raghunathpur, J.L No. 8, R.S. No. 134, Touzi No. 3027, P.S.- Rajarhat, North 24 Parganas. And while in absolute joint possession and ownership the afore Smt Mohini Naskar recorded her name in L.R. Khatian No. 1130/1, And (2) Gopal Chandra Naskar recorded his name in L.R. Khatian No. 329/1, and (3) Nanda Rani Mondal, recorded her name in L.R. Khatian No. 598/1, And (4) Basanti Naskar recorded her name in L.R. Khatian No. 1252/1, AND (4) Golapi Naskar recorded her name in L.R. Khatian No. 356/1.
- 87. And whereas the said Mohini Naskar died intestate leaving behind her aforesaid only son Sri. Gopal Chandra Naskar, and aforesaid four daughters (1) Nanda Rani Mondal, (2) Basanti Naskar, (3) Rupbani Mondal, (4) Golapi Naskar as her heirs and successors in interest in respect of her share in the aforesaid property left by the said Mohini Naskar since deceased in the estate of the said Ardha Chandra Naskar Alias Adhar Chandra Naskar since deceased.
- 88. And whereas thus on the basis of the aforementioned facts and circumstances the said (1) Gopal Chandra Naskar, (2) Nanda Rani Mondal, (3) Basanti Naskar, (4) Rupbani Mondal, (5) Golapi Naskar has become the absolute joint owners of the aforesaid land measuring 17 decimals comprised in R.S. & L.R. Dag No. 228, under R.S. Khatian No. 214 in Mouza- Raghunathpur, J.L No. 8, R.S. No. 134, Touzi No. 3027, in L.R. Khatian No. 1130/1, 329/1, 598/1, 897/1, 1252/1, 356/1. P.S. Rajarhat, under RAJARHATT Gopalpur Municipality presently Bidhannagar Municipal Corporation in the district of North 24 Parganas sold a portion of land measuring 6 Chittacks 42 Sq.ft. to one Sri Asit Baran Patra by virtue of a Registered Deed of Conveyance, registered on 02/08/1996 registered in the office if the ADST Bidhannagar (Salt Lake City) and recorded in Book No. 1, Volume No. 70, Pages from 227 to 306 being Deed No. 3091 for the year 1996.
- 89. And whereas on the basis of the afore said registered deed of conveyance Being No. 3091 for the year 1996 the said Asit Baran Patra became the absolute owner of the afore said measuring 06 Chittacks 42 Sq.ft. more or less together with old dilapidated building area measuring 312 Sq.ft. more or less comprised in R.S.. & L.R Dag No. 228, under R.S. Khatian No. 214, L.R Khatian No. 1130/, 329/1, 598/1, 891/1, 1252/1, & 356/1

- in Mouza- Raghunathpur, J.L No. 8, R.S. No. 134, Touzi No. 3027, P.S- Rajarhat, North 24 Parganas.
- **90.** After having absolute ownership over the aforesaid property the said Asit Baran Patra modified the said structure and reconstructed thereon Shops Being No. "A"&"A1" and while in possession the said Asit Baran Patra sold, transferred, conveyed a shop being No. A1 measuring 106 Sq.ft. Super Built up Area including all easements rights with rights to use and enjoy the common passage for egrees ingress to one Sri Amit Dutta son of Adhar Dutta by virtue of a registered deed of conveyance, registered on 30/04/2003 registered in the office of the A.D.S.R Bidhannagar (Salt Lake City) and recorded in Book No. 1, Volume No. 452 Pages from 233 to 248 being deed No. 8028 for the year 2003.
- 91. And whereas the said Amit Dutta sold, transferred, conveyed the afore said shop Being No. A1 measuring 106 Sq.ft. Super builtup area more or less including all easements rights with rights to use and enjoy the common passage for egrees ingress to (1) Dipankar Das son of Late Makhan Lal Das & (2) Tumpa Das wife of Dipankar Das by virtue of a registered deed of conveyance, registered on 11/08/2008 registered in the office of the ADSR Bidhannagar (Salt Lake City) and recorded in Book No. 1, Volume No. 10 Pages from 4364 to 4377 being deed No. 10454 for the year 2008.
- 92. And whereas the said Dipankar Das And Smt. Tumpa Das sold, transferred, conveyed the afore said shop Being No. A1 measuring 106 Sq.ft. Super builtup area more or less including all easements rights with rights to use and enjoy the common passage for egrees ingress to (1) Shyamal Kumar Mondal & (2) Sutapa Mondal by virtue of a registered deed of conveyance, registered on 22/04/2013 registered in the office of the ADSR Rajarhat and recorded in Book No. 1, CD Volume No. 7 Pages from 3399 to 3422 being deed No. 04586 for the year 2013.
- Stumar Mondal And Smt. Sutapa Mondal became the absolute owner of one Complete Shop being No. A1 on the Ground floor measuring 106 Sq.ft. more or less of super built up area lying and situated on the said building situated on the said plot of BASTU landmeasuring 6 chittacks 42 Sq.ft. lyiung and situated at Mouza- Raghunathpur, JL No. 8, R.S. no. 134, Touzi No. 3027, R.S. & L.R. Dag No. 228 under R.S. Khatian No. 214, L.R. Khatian No. 1130/1, 329/1, 598/1, 897/1, 1252/1 & 356/1 within the local limits of Bidhannagar Municipal Corporation (formerly Rajarhat Gopalpur Muncipality), Ward No. 9 (New), P.S- Baguiati (Formerly Rajarhat), North 24 Parganas, Kolkata 700059. Together with rayati interest over the said property and together with all easementary rights thereto and also the right to use enjoy over ther said common areas and facilities each having undivided 50% share in the aforesaid shop area i.e. 53 Sq.ft. for each.
- 94. And whereas the said Shyamal Kumar Mondal gift, convey and transfer his 50% area of share of Shop area i.e. 53 Sq.ft. together with all easementary rights thereto and also the right to use enjoy over ther said common areas and facilities to his wife namely **Smt.**Sutapa Mondal hereinafter referred as landowner No. 11 who is also the owner of other

- 50 % share i.e. 53Sq.ft. of the afore said shop by a registered deed of gift registered on 12/07/2017 registered at the office of the ADSR Rajarhat, Recorded in Book No. 1, CDF Volume No. 1523-2017, Pages from 189698 to 189723 Being No. I-06531 for the year 2017.
- 95. And whereas Sri Sutapa Mondal hereinafter referred as the landowner No. 11 has become the became the absolute owner of one Complete Shop being No. A1 on the Ground floor measuring 106 Sq.ft. more or less of super built up area lying and situated on the said building situated on the said plot of BASTU land measuring 6 chittacks 42 Sq.ft. lyiung and situated at Mouza- Raghunathpur, JL No. 8, R.S. no. 134, Touzi No. 3027, R.S. & L.R. Dag No. 228 under R.S. Khatian No. 214, L.R. Khatian No. 1130/1, 329/1, 598/1, 897/1, 1252/1 & 356/1 within the local limits of Bidhannagar Municipal Corporation (formerly Rajarhat Gopalpur Muncipality), Ward No. 9 (New), P.S- Baguiati (Formerly Rajarhat), North 24 Parganas, Kolkata 700059. Together with rayati interest over the said property and together with all easementary rights thereto and also recorded her name in the Authority of BL&LRO, Rajarhat in L.R. Khatian No. 3939 and seized and possessed the shop without any hindrance and free from all encumbrances, morefully described in the Schedule-A (Part-II) herein under written.
- 96. Being the absolute and lawful owners Said Smt. SUTAPA MONDAL herein being owners no. 11 along with the promoter herein entered into a registered Development Agreement dated 02/08/2017, executed and registered before the office of the A.D.S.R Rajarhat and recorded in Book No. I, Volume No. 1523-2017, from pages 214985 to 215020, being No. 152307451 for the year 2017 followed by a supplementary Development Agreement executed on 26/08/2022 and registered before the office of the A.D.S.R Rajarhat and recorded in Book No. I, Volume No. 1523-2022, from pages 553823 to 553844, being No. 13816 for the year 2022.
- 23. Thereafter a by virtue of a registered Development Power of attorney after registered development agreement dated 26/08/2022 Smt. SUTAPA MONDAL, being owners no. 11 herein appointed and nominated "M/s. SAPTACON" a proprietorship firm represented by its Proprietor Mr. BISWANATH DAS [PAN NO. AHRPD6479Q] [AADHAR NO. 5755 4513 7763], Son of Mr. NItya Nanda Das, by Faith- Hindu, by Occupation- Business, by Nationality- Indian residence and office at RH-37, Raghunathpur, Sarkar Bagan, P.O-Raghunathpur, P.S- Baguiati, Kolkata 700059, District North 24 Parganas, West Bengal as her constituted power of attorney which was duly executed and registered in the office of the A.D.S.R Rajarhat, and recorded in Book No. I, Volume No. 1523-2022, from pages 554255 to 554274, being No. 13824.
- 39. The Owners herein have mutated their names in the records of the concerned authorities and has been paying the applicable rates and taxes without any default.
- 40. The Owners and the Developer pursuant to the Agreement for Development duly commenced the construction of multi-storied buildings comprising of Flats/ Units and

Apartments in accordance with the sanctioned Plan No. BMC/BPN/RG/885/62/1/20-21,

dated 28/12/2022 approved by the Bidhannagar Municipal Corporation consisting of several self-contained finished flats/apartments and car parking spaces, subsequently, in respect of the project known as "VIP PLAZZA". The Promoter has registered the Project under the provisions of the Act with the 41. West Bengal Real Estate Regulatory Authority at KOLKATA on under registration no. 42. While in the course of construction the Promoter invited offers for purchase of self contained flats/apartments along with one covered car parking space and the Purchasers herein offered to purchase ALL THAT the APARTMENT NO. \_\_\_\_\_, on the \_\_\_\_\_ Floor of the building being Block-\_\_\_\_, containing by estimation an area of \_\_\_\_\_ (\_\_\_\_\_\_\_\_\_\_) Square Feet more or less (Carpet Area) excluding balcony area of \_\_\_\_\_\_ (\_\_\_\_\_\_\_\_) Square Feet more or less (Super Built Up Area), flooring \_\_\_\_\_, consisting of \_\_\_\_\_ (\_\_\_\_\_) Bed Rooms, \_\_\_\_\_ (\_\_\_\_) Living/Dining Room, \_\_\_\_ (\_\_\_\_) Kitchen, \_\_\_\_ (\_\_\_\_\_) Toilets,\_\_\_\_ (\_\_\_\_\_) Balconies, along with One \_\_\_\_\_ Car Parking space being Car **Parking No.** ....., situate at the of the building, containing by estimation an area of ( ) Square Feet(Super Built Up Area) more or less, flooring , at the Project known as "VIP PLAZZA", hereinafter referred to as the said "FLAT AND/OR UNIT" more particularly described in the SECOND SCHEDULE hereunder written, constructed on the premises stated in the First Schedule hereunder written TOGETHERWITH undivided, impartible proportionate share of land underneath the said Block TOGETHER WITH all other easement and common rights over common passages and common facilities and amenities attached to and available with all other flats in the building at and the consideration of the said Flat Rs.\_\_\_\_\_\_/-(Rupees \_\_\_\_\_\_) only along with Covered Car parking space consideration of Rs. \_\_\_\_\_/-(Rupees The said Flat along with the Covered Car Parking Space and/or Unit is now since completed and the Purchasers have duly satisfied themselves as to the constructions,

measurements, materials used, workmanship, the scheme of the Project and upon such satisfaction have now proceeded to have the Deed of Conveyance executed in their favour.

# NOW THIS DEED OF CONVEYANCE WITNESSETH AS FOLLOWS:-

In total consideration of the sum of	Rs	/- (Rupees	)
only paid by the Purchasers herein to	the Promoter (red	eipt whereof the D	eveloper hereby by
the memo hereunder written acknow	ledges and admits	and discharge from	n every part thereof
acquit discharges and exonerate the	Purchasers) the (	Owners and Owne	r and/or Developer
doth hereby sell, transfer and convey	unto and in favou	r of the Purchasers	herein the said Flat
and/or Unitpurchase ALL THAT the	APARTMENT NO.	, on the	Floor of the
building being Block, cor	ntaining by estima	ation an area of <sub>.</sub>	
() Square	Feet more or less	(Carpet Area) exc	uding balcony area
of (	) Square Feet	more or less	appertaining to
(	) Square	Feet more or les	ss <b>(Super Built Up</b>
Area), flooring, cons	sisting of	() Bed	Rooms,
() Living/Dining Room,	() Kitch	nen,(	) Toilets,
() Balconies, along with One	e <b>Car</b>	Parking space bei	ng <b>Car Parking No.</b>
, situate at the	of the building,	containing by esti	mation an area of
) Squar	e Feet(Super Bu	i <b>lt Up Area)</b> more	or less, flooring
, at the Project known as "\	/IP PLAZZA", cons	tructed on the pre	mises stated in the
First Schedule hereunder written	TOGETHERWITH	undivided, impart	ible proportionate
share of land underneath the said B	lock TOGETHER W	ITH all other ease	ment and common
rights over common passages and	d common faciliti	es and amenities	attached to and
available with all other flats in the b	ouilding (morefully	and more particula	rly described in the
SECOND SCHEDULE) lying and situa	ted at and upon	the Premises desc	ribed in the <b>FIRST</b>
SCHEDULE hereunder written TOGETI	HER WITH ALL the t	hings permanently	attached thereto or
standing thereon and all the pr	ivileges, easemer	its, profits, advar	itages, rights and
appurtenances whatsoever to the s	said land and oth	er the premises o	r any part thereof
belonging or anywise appertaining	thereto And ALL	the estate, right,	title, Interest, use,
possession, benefit, claim and demar	nd whatsoever at la	aw or otherwise of	the Owners and/or
Developer to the said piece of land	and over the pren	nises hereby conve	yed and every part
thereof TO HAVE AND TO HOLD the	same unto and to	the use and benef	it of the Purchasers

absolutely and forever, subject to the payment of all rents, rates, taxes, assessments, dues and duties now chargeable and payable and that may become chargeable and payable from time to time hereafter In respect of the same to the Government or any other public body or local authority in respect thereof and the Owners and/or Developer assure that The Purchasers shall be entitled to the rights, benefits and privileges attached to the said flat and appurtenances thereto including the right to the enjoy the common areas (including undivided proportionate interest in land) and in common areas and common facilities in the building for the use occupation and enjoyment of the said flat as detailed in THIRD SCHEDULE hereunder written and/or describe and the Purchaser/s shall be responsible to bear/pay the proportionate share in the common recurring expenses for the purpose of maintenance, repair, renew, redecoration etc. of the common spaces as detailed in the FOURTHSCHEDULE hereunder written AND FURTHER that The Purchasers shall be entitled to the common easements and quasi easements affecting and attached to the Said Flat and/or Unit are as detailed in the FIFTH SCHEDULE hereunder written and/or described.

## THE OWNERS and/or DEVELOPER COVENANT WITH THE PURCHASERS AS FOLLOWS:-

- 1. The Purchasers may from time to time and at all times hereafter peaceably and quietly enter upon, occupy or possess and enjoy the said Flat and/or Unit and premises hereby conveyed with their appurtenances, and receive the rents, issues and profits thereof and every part thereof for their own uses and benefit without any suit, lawful eviction or interruption, claim and demand whatsoever from the Owners and/or Developer herein or their successors or any of them or by any person or persons claiming or to claim, from, under or in trust for them or any of them.
- 2. The Purchasers shall hold the said Flat and/or Unit free and clear and freely and clearly and absolutely exonerated, and forever released and discharged or otherwise by the Owners and/or Developer and well and sufficiently saved, defended kept harmless and indemnified of and from and against all former and other estates, titles, charges and encumbrances whatsoever made occasioned and suffered by the Owners and/or Developer herein or by any other person or persons claiming or to claim by, from, under or in trust for them.

- 3. The Purchasers shall also be entitled to sell, mortgage, lease or otherwise alienate the property hereby conveyed subject to the terms herein contained to any one without the consent of the Owners and/or Developer or any other Co-owner who may have acquired before and who may hereafter acquire any right, title and interest similar to those acquired by the Purchasers under the terms of this conveyance.
- **4.** The Purchasers undivided proportionate interest in land is impartible in perpetuity.
- The Owners and/or Developer doth hereby further covenant with the Purchasers that the Purchasers may from time to time and at all times hereafter peaceably and quietly enter upon, occupy or possess and enjoy the said Flat and/or Unit and premises hereby conveyed with their appurtenances, and receive the rents, issues and profits thereof and every part thereof for their own use and benefit without any suit, lawful eviction or interruption, claim and demand whatsoever from or by the Owners and/or Developer or their heirs or anyone of them or by any person or persons claiming or to claim, from, under or in trust for him or anyone of them.
- The Owners and/or Developer and all persons having or claiming any estate, right, title or Interest In the said Flat and/or Unit and premises hereby conveyed or any part thereof by, from under or in trust for the Owners and/or Developer or their heirs, executors, administrators or any of them shall and will from time to time and at all times hereafter at the request and costs of the Purchasers do and execute and cause to be done and executed all such further and other lawful acts, deeds, things, whatsoever for better and more perfectly and absolutely granting the said land, and premises and every part thereof hereby conveyed unto and to the use of the Purchasers in the manner aforesaid as by the Purchasers, their heirs, executors or administrators and assigns shall be reasonably required.

#### THE PURCHASERS COVENANT/S WITH THE OWNERS AND/OR DEVELOPER AS FOLLOWS:-

The Purchasers admits and accepts that the OWNERS AND/OR DEVELOPER and/or their employees and/or agents and/or contractors shall be entitled to use and utilize the Block Common Portions and the Complex Common Portions for movement of building materials and for other purposes as may become necessary for completing the

- Construction of the Complex and/or extension thereof and the Purchasers shall not raise any objection in any manner whatsoever with regard thereto.
- 2. The Purchasers have understood the concept, layout and scheme of VIP PLAZZA to comprise of several Blocks and that all facilities and amenities in all Blocks along with other phases VIP PLAZZA which have been constructed or shall be constructed both shall jointly enjoyed the common amenities in the complex and any access and/or for the purpose of ingress in and egress from and/or through the common parts and portions of the said First Schedule land to the Complex and any other adjacent Complex developed by the Developer shall be permitted in perpetuity.
- 3. The Purchasers consents to be a member of the Association of Flat Owners to be formed by the Owners of FLAT AND/OR UNIT in the Complex, later within the entire project of VIP PLAZZA, for which Purchasers agrees and covenants:
  - To Co-Operate with The Other Co-Purchaser/s and the OWNERS AND/OR DEVELOPER /and /or the Association of Flat Owners in The Management and Maintenance of The Block/Complex/Project.
  - ii) TO OBSERVE the rules framed from time to time by the OWNERS AND/OR DEVELOPER and /or the Association of Flat Owners for quiet and peaceful enjoyment of the Complex as a decent place for living.
  - iii) TO ALLOW the OWNERS AND/OR DEVELOPER and /or the Association of Flat Owners with or without workmen to enter into the said FLAT AND/OR UNIT for the purpose of maintenance and repairs.
  - the date of possession and also the rates and taxes for and/or in respect of the said building including those mentioned in the FOURTH SCHEDULE hereunder written proportionately for the building and/or common parts/areas and wholly for the said FLAT AND/OR UNIT and/or to make deposit on account thereof in the manner mentioned hereunder to or with the OWNERS AND/OR DEVELOPER and upon the formation of the association of Flat Owners. Such amount shall be deemed to be due and payable on and from the DATE OF POSSESSION

irrespective of the Purchasers taking actual possession of the said **FLAT AND/OR UNIT** at a later date or the said **FLAT AND/OR UNIT** has been taken possession of or not by the Purchasers.

- v) TO DEPOSIT the amounts reasonably required with the OWNERS AND/OR DEVELOPER and upon the formation with the association of Flat Owners as the said case may be towards the liability for the rates and taxes and other outgoings.
- vi) TO PAY charges for electricity in or relating to the said FLAT AND/OR UNIT wholly and proportionately relating to the COMMON PORTIONS.
- vii) NOT TO sub-divide the said FLAT AND/OR UNIT and/or the parking space or any portion thereof.
- viii) NOT TO do any act deed or thing or obstruct the further construction or completion of the said building in any manner whatsoever and notwithstanding any temporary construction in the Purchasers enjoyment of the said FLAT AND/OR UNIT.
- **NOT TO** throws dirt, rubbish or other refuse or permits the same to be thrown or accumulated in the said building and/or compound or any portion of the building.
- NOT TO store or bring and allow to be stored and brought in the said FLAT AND/OR UNIT any goods or hazardous or combustible nature or which are so heavy as to affect or endanger the structures of the building or any portion of the building, any fittings or fixtures thereof including windows, floors etc. in any manner.
- **NOT TO** hang from or attach to the beams or rafters any articles or machinery which are heavy or likely to affect or endanger or damage the construction of the building or any part thereof.
- xii) NOT TO fix or install air conditions in the said FLAT AND/OR UNIT save and except at the places which have been specified in the said FLAT AND/OR UNIT

for such installation.

- viii) NOT TO do or cause anything to be done in or around the said FLAT AND/OR UNIT which may cause or tend to cause or that amount to cause or affect any damage to any flooring or ceiling of the said FLAT AND/OR UNIT or adjacent to the said FLAT AND/OR UNIT or in any manner interfere with the use and rights and enjoyment thereof or any open passages or amenities available for common use.
- xiv) NOT TO damage or demolish or cause to be damaged or demolished the said FLAT AND/OR UNIT or any part thereof or the fittings and fixtures affixed thereto.
- NOT TO close or permit the closing of verandahs or lounges or balconies or lobbies and common parts and also not to alter or permit any alteration in the elevation and outside colour scheme of the exposed walls of the verandahs, lounges or any external walls or the fences, of external doors and windows of the said FLAT AND/OR UNIT which in the opinion of the OWNERS AND/OR DEVELOPER differs from the colour scheme of the building or deviation or which in the opinion of the OWNERS AND/OR DEVELOPER may affect the elevation in respect of the exterior walls of the said building.
- **NOT TO** installs grill the design of which have not been suggested or approved by the Architect of the Developer.
- **NOT TO** do or permit to be done any act or thing which may render void or make voidable any insurance in respect of the said **FLAT AND/OR UNIT** or any part of the said building or cause increased premium to be payable in respect thereof if the building is insured.
- xviii) NOT TO raise any objection whatsoever to the OWNER'S/DEVELOPER'S dealing with all the unsold and open areas in the Complex in the manner as deemed fit and proper by the OWNERS AND/OR DEVELOPER subject to approval by the concerned authority.

- NOT TO make in the said FLAT AND/OR UNIT any structural addition and/or alteration such as beams, columns, partition walls etc. or improvement of a permanent nature except with the prior approval in writing of the OWNERS AND/OR DEVELOPER and/or any concerned authority.
- purpose whatsoever other than residential purpose and shall not use for the purpose which may or is likely to cause nuisance or annoyance to occupiers of the other portions of the said building or to the owners and occupiers of the neighboring premises or for any illegal or immoral purpose.
- **NOT TO** raise any objection upon the Developer undertaking additional construction in accordance with law and for the purpose the Purchasers have duly accorded its consent to the Developer applying for additional sanction vertically and /or laterally and raising additional construction and dealing with the same.
- **NOT TO** raise any objection as and when the Owners and/or Developer erects, install, fix, mount hoarding, neon sign board, signage, mobile towers etc at any place /location/roof of any block within the project and not to claim any right over the revenue arising out of such erection, installation, fixing, mounting of hoardings, neon sign boards, signages, mobile towers etc and for the purpose not to block the free access to any/all such installations.
- **xxiii) NOT TO** raise any objection in the event the Developer herein adds and /or amalgamates any other land or property in the surroundings to the Schedule property and the said additional /amalgamated lands shall be treated as part and parcel of the project and the Developer and all unit Purchasers shall be entitled to use and enjoy the internal Roads/Passages as common road for the schedule land and the additional land/amalgamated land and also of the entrances (both for ingress and egress) and all common amenities, facilities, shall also be accordingly shared by the unit Purchasers of units in the scheduled land and the unit Purchasers in the added / additional land and the

obligation to pay the common maintenance charges shall apply in respect of the construction on the added/ additional land and the construction on the First Schedule land and shall be adhered to by the Purchasers herein along with the other co-owners.

- **NOT TO claim** any right whatsoever over and in respect of the **COMMON PARTS AND PORTIONS** in other Block/s and/or **COMMON PARTS AND PORTIONS** in the Complex.
- **NOT TO** use the allocated car space or permit the same to be used for any other **purpose** whatsoever other than parking of its own car.
- **NOT TO** park car on the pathway or open spaces of the building or at any other place except the space allotted to it and shall use the pathways as would be directed by the **OWNERS AND/OR DEVELOPER**.
- **TO ABIDE** by such building rules and regulations as may be made applicable by the **OWNERS AND/OR DEVELOPER** before the formation of the and /or the Association of Flat Owners and after the and /or the Association of Flat Owners is formed.
- **NOT TO** make or cause, any objection interruption interference hindrance, obstruction or impediment for any **reason** or in any manner whatsoever relating to the Project or the construction and completion of the Building/s by the Owners and/or Developer herein including any further constructions, additions or alterations that may be made from time to time.
- **NOT TO** claim partition of its undivided right, title and interest in the land attributable to the said **FLAT AND/OR UNIT**.
- NOT TO claims any right over and in respect of any other Units and/or the roof and/or open spaces and/or Common Parts and Portions of other Block/s and not to object to the Owners and/or Developer exercising its right to deal with the same.
- **NOT TO** place any signboard, hoarding, and signage on the outer and / or inner

wall except a reasonably sized nameplate outside the main door to the **FLAT AND/OR UNIT**.

- To pay GST at the applicable rates and /or any enhancement thereof at any point in time in addition to the consideration amount.
- Parking Space has been allotted to the Purchasers herein) the shall be as follows:-
  - (i) To park a Medium Sized Motor Car only.
  - (ii) Not use car parking space or permit the same to be used for any purpose whatsoever other than parking of a medium sized car.
  - (iii) not to keep in the car parking space, anything other than private motor car
  - (iv) Not raise or put up any kutcha or pucca construction grilled wall/enclosures thereon or part thereof and shall keep it always open as before.
  - (v) Not to use the said car parking space or permit the same to be used Dwelling or staying of any person or blocking any putting any articles shall not be allowed in the parking space.
  - (vi) Not to claim any right whatsoever over and in respect of the Car parking spaces.
  - (vii) Not to park car on the pathway or open spaces of the building or at any other place except the space allotted to it.
  - (viii) To allow the ingress and egress of the cars and vehicles of the other unit owners over the car parking space of the Purchasers herein.
  - (ix) To pay all rates, taxes assessments in respect of the Flat and the Car Parking Space.

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

#### **DESCRIPTION OF THE LAND**

ALL THAT piece and parcel of "BASTU" land admeasuring 35(Thirty Five) Cottahs 1(One) Chittacks and 16(Sixteen) Square Feet as per Record of Rights (Porcha) And as per physical measurement the said land measuring abount 33 (Thirty three) Cottahs 03 (Three) Chittacks and 14 (Fourteen) Sq.ft., more or less, lying and situate under Mouza-Raghunathpur, J.L. No. 08, R. S. No. 134, Touzi No. 3027,comprised under R.S. & L.R. Dag Nos. 222, 225, 226, 227 & 228 under L.R. Khatian No. 3409, 3410, 119/1, 279/1, 1607/1, 3824, 3825, 3826, 3827, 3828, 3829, 3394, 3395, 633/1, 3020, 3021, 3022, 3930, 3931, 3846, 3945, 3947, 2492, 3591, 3623, 3939, respectively, P.S. Baguiati (Formerly Rajarhat), in the District- North 24 Parganas, under Ward No. 9, within the limit of the Bidhannagar

Municipal Corporation, Raghunathpur Main Road, Tegharia, Kolkata - 700059, West Bengal, and the same is Butted and Bounded as follows:

ON THE NORTH : By Land of Kanailal Baidya, Surojit

baidya;

ON THE SOUTH : By Land of Debasish Naskar, Gobardhan

Naskar, Joy Gopal Naskar, Kartik Naskar;

ON THE EAST : Raghunathpur Main Road

ON THE WEST : By land of Bivas Naskar, Niranjan Naskar;

# THE SECOND SCHEDULE ABOVE REFERRED TO: (THE SAID FLAT AND THE SAID CAR PARKING SPACE)

ALL THAT the APARTMENT NO, on the Floor of the building being Block
, containing by estimation an area of
() Square Feet more or less (Carpet Area) excluding balcony area
of () Square Feet more or less appertaining to
(
Area), flooring, consisting of () Bed Rooms,
() Living/Dining Room, () Kitchen,() Toilets,
() Balconies, along with One Car Parking space being Car Parking No
, situate at the of the building, containing by estimation an area of
() Square Feet(Super Built Up Area)more or less, flooring
, at the Project known as "VIP PLAZZA" constructed on the premises stated in the
First Schedule hereunder written TOGETHERWITH undivided, impartible proportionate
share of land underneath the said Block TOGETHER WITH all other easement and commor
rights over common passages and common facilities and amenities attached to and
available with all other flats in the building as delineated and demarcated in the appended
Map or Plan and highlighted in RED colours.

# THE THIRD SCHEDULE ABOVE REFFERRED TO: (COMMON AREAS & COMMON FACILITIES)

1. Staircase of all the floors of the said multi storied building.

- 2. Common landings with Lift, Common passage including main entrance leading to the ground floor.
- Water tank, overhead tank and water supply line from Deep Tube-well with 440 volts
   Motor and Water pump.
- 4. Common toilet on the ground floor.
- Caretaker's room.
- 6. Meter space.
- 7. External electrical installations switch boards and all electrical wiring and other electrical fittings installed in the said building.
- 8. Drainages, sewerage, septic tank and all pipes and other installations for he same.
- 9. Boundary walls and Main gate.
- 10. Other areas and installations and /or equipments if so provided by the Developer in the Building and/or the Premises, at extra cost, for common use and enjoyment such as CC TV, EPABX, Intercom, Cable TV connection, Internet Connection, Telephone lines, Gas lines etc. and other common amenities and facilities for common uses.
- 11. Such other common parts areas equipments installations fittings fixtures and common and common passages as shall be provided by the Developer at its sole discretion and as shall be available in future in or about the said land and the said building and or in amalgamated land and buildings as are necessary for passage and /or use of the unit in common by the co-owner with the Developer and/or its respective nominees appertaining to proportionate cost in terms of Sq. Ft. It is expressively mentioned hereby that the Developer shall be exclusively entitle to provide the common passages at its sole choice and desecration leading from Main Road through another adjacent properties to the said property hereunder the First Schedule and reaching to others property surrounding and adjacent herewith and amalgamated with each others in future by the Developer for the free ingress and agrees of the prospective buyers / residents of proposed buildings in this premises and or in the said amalgamated premises.

# THE FOURTH SCHEDULE ABOVE REFFERRED TO: (COMMON EXPENSES)

- All expenses for the maintenance, operating replacing repairing renovating and repainting of the common portions and areas in the building including the outer walls and boundary walls of the building.
- 2. All the expenses for running and operating all machinery equipments and installations comprised in the common portion including the cost of repairing, replacing and renovating the same. Costs and charges of establishment for maintenance of the said building.
- 3. Costs and charges of establishment for maintenance of the said building.
- 4. Costs and insurance premium for insuring the building and /or the common portion.
- 5. All charges and deposits for supply of common utilities to all the co-owners in common.
- 6. Municipal tax, water tax and other rates in respect of the premises and building (save and except those separately assessed in respect of any unit of the purchaser).
- 7. Cost of formation and operation of the service organization including the office expenses incurred for maintaining the office thereof.
- 8. Electricity charges for the electrical energy consumed for the operation of the equipment and installation of the common service and lighting the common portions including system lose for providing electricity to each unit.
- 9. All litigations expenses incurred for the common purpose and relating to the common use and enjoyment of the common portion and for all common affairs.
- 10. All other expenses as shall be required in future for running of proper and smooth administration of the Building or Buildings and the upkeepment of the same.

## THE FIFTH SCHEDULE ABOVE REFFERRED TO:

#### (EASEMENTS)

1) The Purchasers shall be entitled to all rights privileges including the right of vertical and lateral supports easements quasi-easements, appendages and appurtenances whatsoever belonging or in any way appertaining to the said flat and the properties appurtenant thereto or otherwise hereby intended so to be held, used, occupied or enjoyed or reputed or known as part and parcel or number thereof or appertaining thereto with the

other Co-Owners and occupiers of other flats of the building the rights, easements, quasieasements, privileges thereto.

- 2) The right of access in common with other co owners or occupiers of the flats of the said building at all times and for all normal purposes connected with the use and enjoyment of the entrance staircase, landing and other common parts of the building.
- The right of way in common as aforesaid at all times and for all purpose connected with the reasonable use and enjoyment of the said premises and properties appurtenant thereto and common parts with or without vehicles over and along the passages and pathways comprised within the said building and the appurtenant land PROVIDED ALWAYS and it is declared that herein contained shall permit the Purchasers or any person deserving title under the Purchasers and/or her servants agents and employees invitees to obstruct in any way by vehicles, deposit of materials, rubbish or otherwise the free passage of the Vendors and other co-owners or occupiers of other flats of the said building property entitled to such rights of way over and along such passages or pathways or common parts as aforesaid.
- 4) The right of protection of the said floor and the properties appurtenant thereto by or from all other parts of the said building as they now protect the same and in any manner not to demolish the support at present enjoyed by the said premises and the properties appurtenant thereto from the other part or parts of the said building.
- 5) The right of passage in common as aforesaid of electricity, gas, water, telephone and soil pipes and to the said flat and the properties appurtenant thereto through pipes, drains, wires and conduits lying or being in under through or over any part or parts of the said flat and the said flat and the said premises so far as be reasonably necessary for the beneficial occupation and enjoyment of the said flat and the properties appurtenant thereto for all lawful purpose whatsoever.
- 6) The right with or without workmen and necessary materials for the Purchasers to enter from time to time during the day time upon the other parts of the said building and the said premises for the purpose of repairing so far as may be necessary such pipes, drains and conduits aforesaid and for the purpose of re-building, repairing, replacing, cleaning any part or parts of the said premises and the properties appurtenant thereto to so far as such

repairing, replacing, painting or cleaning as aforesaid cannot be reasonably carried out without such entry.

7) It is made clear that the promoter herein reserves its rights to acquire further land adjacent / adjoining / contiguous of the project and / or enter into suitable arrangements with the owner of such further land adjacent /adjoining / contiguous and to make further construction in the said plot of land. The purchasers / allottee/s shall have no objection in the ingress and egress of the workman or any agent of the promoter and / or in respect of any goods or materials related thereto during the construction work of new flat or buildings in the said adjacent plot of land which the promoter herein has already acquired and / or in any adjacent plot of land which the promoter may acquire in future. And the new proposed building/s in the adjacent plot of land shall be treated as a part of the existing complex and all the flat owners shall have the liberty to enjoy common facilities and amenities which will be available in the said complex under due process of rules and regulations.

**IN WITNESS WHEREOF** the Parties hereto have set and subscribe their respective hands and seal hereunto this the day, month and year first above written.

SIGNED SEALED AND DELIVERED by the	
OWNERS, DEVELOPER, PURCHASERS at Kolkata	
in the presence of:	
WITNESS:	
1.	
	For self and signed as the Constituted Attorney of Landowners MR. BISWANATH DAS, MR. PRANBALLAV SARKAR, NANDARANI MONDAL, SHYAMAL MONDAL, KAMAL MONDAL, RANU NASKAR, BIDESH NASKAR, ASHUKE KUMAR NASKAR, KRISHNA CHANDRA NASKAR, SUSANTA KUMAR NASKAR, MANORAMA NASKAR, BISWAJIT NASKAR, PRASENJIT NASKAR, BISAKHA MONDAL, RINA MONDAL, BULU NASKAR, SUSHMA DAS, LAXMI RANI CHANDA, RAJU CHANDA, NITYA JANJAN CHAKRABORTY, SOVAN NASKAR, BISWAJIT NASKAR, SATYAJIT NASKAR, SUTAPA MONDAL)  SIGNATURE OF THE OWNERS
2.	
	CICNATURE OF THE DEVELOPER
Deed prepared and Drafted by:-	SIGNATURE OF THE DEVELOPER

SIGNATURE OF THE PURCHASER/S

# **RECEIPT**

RECEIVED	from the	within named	Purchasers	the within	mentioned sum
Rs		/- (Rupees		) only	by way of total
consideration	on money as p	er Memo below :-			
		MEMORANDUN	1 OF CONSIDE	RATION	
Sl. No.	Date	Cheque N	0.	Bank	Amount (in Rs.)
		•		TOTAL	Rs/-
(Rupees		) onl	у.		
WITNESS:					
1.					
				SIGNATURE OF	THE DEVELOPER

2.