

CLAUSES WILL UNDERGO CHANGES AS PER THE FACTUAL SITUATION AT THE TIME OF PREPARATION OF CONVEYANCE DEED FOR ITS REGISTRATION

**GEMS BOUGAINVILLAS, PHASE VI**  
**DEED OF CONVEYANCE**

**This INDENTURE OF CONVEYANCE is executed on this [\_\_\_\_] day of [\_\_\_\_], Two Thousand Twenty-Three (2023)**

**BY AND BETWEEN**

**VENDORS:**

1) **M/s OM TOWERS PVT. LTD.** , a Company incorporated under the Companies Act, 1956 having its registered office at Bakrahat Road, Thakurpukur, Post Office- Rasapunja, Police Station- Bishnupur, Dist. 24 Paraganas (South), Kolkata-700104, West Bengal, having CIN U45201WB1996PTC081119 and PAN No. AAACO3421E, represented by its authorised signatory **Mr. Kaushal Kumar Jha**, working for gain at M/s OM Towers Private Limited [**PAN:** BQIPJ5352F **AADHAAR:** 943358384220], Son of Shyam Sundar Jha, By nationality – Indian, By faith - Hindu, residing at Kabardanga, Chak Ramnagar, Kolkata (MC), Kolkata, R.C. Thakurani, West Bengal – 700104

2. **M/s. CHARLES COMMERCIAL PVT. LTD.** , a Company incorporated under the Companies Act, 1956 having its registered office at Bakrahat Road, Thakurpukur, Post Office- Rasapunja, Police Station- Bishnupur, Dist. 24 Paraganas (South), Kolkata-700104, West Bengal, having CIN U70100WB1996PTC081136 AND PAN AABCC2791A, represented by its authorised signatory **Mr. Kaushal Kumar Jha**, working for gain at M/s Charles Commercial Private Limited [**PAN:** BQIPJ5352F **AADHAAR:** 943358384220], Son of Shyam Sundar Jha, By nationality – Indian, By faith - Hindu, residing at Kabardanga, Chak Ramnagar, Kolkata (MC), Kolkata, R.C. Thakurani, West Bengal – 700104

**3. M/s TIRUPATI CARRIER LIMITED** a company incorporated under the companies Act 1956 having its registered office at Bakrahat Road, Thakurpukur, Post Office- Rasapunja, Police Station- Bishnupur, Dist. 24 Paraganas (South), Kolkata-700104, West Bengal, having CIN - U63013WB2002PLC095192 and PAN No. AABCT9173B, represented by its authorised signatory **Mr. Kaushal Kumar Jha**, working for gain at M/s Tirupati Carrier Limited [**PAN:** BQIPJ5352F **AADHAAR:** 943358384220], Son of Shyam Sundar Jha, By nationality – Indian, By faith - Hindu, residing at Kabardanga, Chak Ramnagar, Kolkata (MC), Kolkata, R.C. Thakurani, West Bengal – 700104

**4. M/s. TIRUPATI ENCLAVE PVT. LTD.** a company incorporated under the companies Act 1956 having its registered office at 23A, Netaji Subhas Road, 4 th Floor, Room no.- 18 Kolkata ,West Bengal – 700001 having CIN - U70101WB1996PTC081139 and PAN No. AABCT1390G, represented by its authorised signatory **Mr. Kaushal Kumar Jha**, working for gain at M/s Tirupati Enclave Private Limited [**PAN:** BQIPJ5352F **AADHAAR:** 943358384220], Son of Shyam Sundar Jha, By nationality – Indian, By faith - Hindu, residing at Kabardanga, Chak Ramnagar, Kolkata (MC), Kolkata, R.C. Thakurani, West Bengal - 700104,

**5. M/s. SHIV NIKETAN LIMITED**, a company incorporated under the Companies Act, 1956 having its registered office at Bakrahat Road, Thakurpukur, P.O Rasapunja, Police Station Bishnupur, Dist. South 24 Paraganas, Kolkata 700 104 having U70101WB1996PLC081121 & PAN - AAEC33891G represented by its authorised signatory **Mr. Kaushal Kumar Jha**, working for gain at M/s Shiv Niketan Limited [**PAN:** BQIPJ5352F **AADHAAR:** 943358384220], Son of Shyam Sundar Jha, By nationality – Indian, By faith - Hindu, residing at Kabardanga, Chak Ramnagar, Kolkata (MC), Kolkata, R.C. Thakurani, West Bengal - 700104, hereinafter called and referred to as the **VENDORS/OWNERS** (which terms or expression shall unless excluded by or repugnant to the context thereof shall mean and include their respective heirs, executors, legal representatives, administrators, or assigns) of the **FIRST PART**

**AND**

**PROMOTER:**

**M/s. BHUTORIA CONSTRUCTION PVT. LTD.** , a Company incorporated under the Companies Act, 1956 having its registered office at Bakrahat Road, Thakurpukur, P.O Rasapunja, Police Station Bishnupur, Dist. South 24 Paraganas, Kolkata 700 104, West Bengal having CIN U70101WB1996PTC081135 AND PAN AABCB3033G, represented by its authorised signatory, represented by

its authorised signatory **Mr. Kaushal Kumar Jha**, working for gain at M/s Charles Commercial Private Limited [**PAN:** BQIPJ5352F **AADHAAR:** 943358384220], Son of Shyam Sundar Jha, By nationality – Indian, By faith - Hindu, residing at Kabardanga, Chak Ramnagar, Kolkata (MC), Kolkata, R.C. Thakurani, West Bengal - 700104, hereinafter referred to as “**THE DEVELOPER/PROMOTER**” (which expression shall unless excluded by or repugnant to the context be deemed to mean and include its successors or successors-in-office/interest and/or assigns) of the **ONE PART**:

**ALLOTTEES:**

**Shri.** ....., [**PAN:** ..... **AADHAR:** .....] son of Late Bholu Nath Bhattacharya, By Faith - Hindu, By Nationality - Indian, By Occupation – Service, residing at Retreat, B-2/337, Kalyani, Nadia, Pin - 741235, West Bengal hereinafter referred to as “**ALLOTTEE/PURCHASER**” (which expression shall unless excluded by or repugnant to the context be deemed to mean and include their respective successors or successor-in-office/interest and/or assigns) of the **OTHER PART**

The Vendor/Owners, Promoter and Allottees shall hereinafter collectively be referred to as the “Parties” and individually as a “**Party**”.

**WHEREAS**

1. The Vendor Nos. 1 to 5 are the lawful joint owners of land measuring an area of **233.80 (Two Hundred Thirty Three point Eight Zero) Decimals**, more or less, out of which **1)** 2.00 Decimal is comprised in R.S. & L.R. Dag No. 40 under L.R. Khatian No. 1243 **2)** 2.00 Decimal is comprised in R.S. & L.R. Dag No. 49 under L.R. Khatian No. 350 **3)** 30.90 Decimal is comprised in R.S. & L.R. Dag No. 80 under L.R. Khatian No. 125, 480, 697, 712 **4)** 7.60 Decimal is comprised in R.S. & L.R. Dag No. 81 under L.R. Khatian No. 24 **5)** 7.00 Decimal is comprised in R.S. & L.R. Dag No. 81/1046 under L.R. Khatian No. 289 **6)** 8.00 Decimal is comprised in

R.S. & L.R. Dag No. 81/1047 under L.R. Khatian No. 289 **7)** 5.14 Decimal is comprised in R.S. & L.R. Dag No. 82 under R.S. Khatian No. 452 and L.R. Khatian No. 448 **8)** 4.26 Decimal is comprised in R.S. & L.R. Dag No. 83 under R.S. Khatian No. 451 and L.R. Khatian No. 10 **9)** 56.13 Decimal is comprised in R.S. & L.R. Dag No. 404 under L.R. Khatian No. 275, 166, 25, 451, 668 **10)** 26.00 Decimal is comprised in R.S. & L.R. Dag No. 405/1145 under R.S. Khatian No. 1232 **11)** 20.00 Decimal is comprised in R.S. & L.R. Dag No. 405/1147 under R.S. Khatian No. 1232 **12)** 5.07 Decimal is comprised in R.S. & L.R. Dag No. 407 under L.R. Khatian No. 1232 **13)** 10.70 Decimal is comprised in R.S. & L.R. Dag No. 408 under L.R. Khatian No. 1232 **14)** 1.80 Decimal is comprised in R.S. & L.R. Dag No. 411 under L.R. Khatian No. 1232 **15)** 4.30 Decimal is comprised in R.S. & L.R. Dag No. 432 under L.R. Khatian No. 447 **16)** 5.20 Decimal is comprised in R.S. & L.R. Dag No. 433 under R.S. Khatian No. 314 **17)** 15.20 Decimal is comprised in R.S. & L.R. Dag No. 434 under R.S. Khatian No. 1232 **18)** 22.50 Decimal is comprised in R.S. & L.R. Dag No. 435 under L.R. Khatian No. 560, 144, 99 situated at Mouza- Uttar Kajirhat, J.L. No. 22, Pin - 700104, Police Station Bishnupur, within the limits of Paschim Bishnupur Gram Panchayat area, A.D.S.R Bishnupur, District South 24 Parganas ("Said Property"). The Said Property which is more particularly described in **Schedule A** below and is delineated by **Red** color boundary line on the plan annexed hereto. The owners have purchased the Said Property *vide* 17 separate Deeds of Sale i.e. **(1)** Deed of conveyance dated 6<sup>th</sup> September, 2013, registered in the office of the Additional District Sub Registrar, Bishnupur, recorded in Book No. I, CD Vol No. 11, Pages 5255 to 5286, being no. 04806 for the year 2013 **(2)** Deed of conveyance dated 31<sup>st</sup> March, 2016, registered in the office of the Additional District Sub Registrar, Bishnupur, recorded in Book No. I, CD Vol No. 1613-2016, Pages 41588 to 41608, being no. 01818 for the year 2016 **(3)** Deed of conveyance dated 14<sup>th</sup> January, 2016, registered in the office of the Additional District Sub Registrar, Bishnupur, recorded in Book I, Vol No. 1613 - 2016, Pages from 4737 to 4753, being deed No. 0166 for the year 2016 **(4)** Deed of conveyance dated 2<sup>nd</sup> March 2009 registered in the office of the Additional District Sub Registrar, Bishnupur, recorded in Book I, CD Vol No. 5, Pages from 2604 to 2615, being no. 01171 for the year 2009 **(5)**

Deed of Conveyance dated 06<sup>th</sup> August 2014 registered in Additional District Sub Registrar, Bishnupur, recorded in Book No. I, CD Vol No. 17, Pages from 2905 to 2927 being no. 04306 for the year 2014 **(6)** Deed of Conveyance dated 06<sup>th</sup> August 2014 registered in Additional District Sub Registrar, Bishnupur, recorded in Book No. I, CD Vol No. 17, Pages from 2928 to 2945 being no. 04307 for the year 2014 **(7)** Deed of Conveyance dated 16<sup>th</sup> July 2015 registered in Additional District Sub Registrar, Bishnupur, recorded in Book No. I, CD Vol No. 1613-2015, Pages from 17919 to 17942 being no. 3855 for the year 2015; **(8)** Deed of Conveyance dated 25<sup>th</sup> June, 2015 registered in Additional District Sub Registrar, Bishnupur, recorded in Book No. I, Vol No. 1613-2015, Pages from 9411 to 9430 being no. 03376 for the year 2015 **(9)** Deed of Conveyance dated 28<sup>th</sup> August 2015 registered in Additional District Sub Registrar, Bishnupur, recorded in Book No. I, Vol No. 1613-2015, Pages from 30808 to 30823 being no. 04634 for the year 2015 **(10)** Deed of Conveyance dated 31<sup>st</sup> July 2015 registered in Additional District Sub Registrar, Bishnupur, recorded in Book No. I, Vol No. 1613-2015, Pages from 21035 to 21052 being no. 04096 for the year 2015 **(11)** Deed of Conveyance dated 24<sup>th</sup> November 2015 registered in Additional District Sub Registrar, Bishnupur, recorded in Book No. I, Vol No. 1613-2015, Pages from 59042 to 59062 being no. 05797 for the year 2015 **(12)** Deed of Conveyance dated 14<sup>th</sup> January, 2016 registered in Additional District Sub Registrar, Bishnupur, recorded in Book No. I, Vol No. 1613 - 2016, Pages from 4719 to 4736 being no. 00180 for the year 2016 **(13)** Deed of Conveyance dated 02<sup>nd</sup> June 2014 registered in Additional District Sub Registrar, Bishnupur, recorded in Book No. I, CD Vol No. 10, Pages from 308 to 318 being no. 02797 for the year 2014 **(14)** Deed of Conveyance dated 11<sup>th</sup> July 2014 registered in Additional District Sub Registrar, Bishnupur, recorded in Book No. I, CD Vol No. 15, Pages from 263 to 278 being no. 03768 for the year 2014 **(15)** Deed of Conveyance dated 06<sup>th</sup> August 2014 registered in Additional District Sub Registrar, Bishnupur, recorded in Book No. I, CD Vol No. 17, Pages from 2884 to 2904 being no. 04305 for the year 2014 **(16)** Deed of Conveyance dated 26<sup>th</sup> June 2014 registered in Additional District Sub Registrar, Bishnupur, recorded in Book No. I, CD Vol No. 12, Pages from 3025 to 3055 being no. 3325

for the year 2014 **(17)** Deed of Conveyance registered in Additional District Sub Registrar, Bishnupur being no. 2479 for the year 2010

2. By virtue of Development Dated 19.08.2021 made between the Vendors abovenamed as Owners therein of the One Part and the Promoter hereto as Developer therein of the Other Part and registered with the office of Additional District Sub Registrar, Bishnupur, and recorded in Book No - I, Volume No. 1613-2021, Pages from 110356 to 110422, Being No. 04503 for the year 2021 (“Development Agreement & Development Power of Attorney”), the Vendors herein jointly retained and appointed the Promoter as the Developer and further granted the exclusive right of Development in the respect of “said property” and construction of Villas & Bungalows all together known as BOUGAINVILLAS PHASE-6 in favour of the promoter herein, which the promoter agreed to undertake for the consideration and on the terms and conditions contained therein;
3. The promoter duly applied for and obtained sanction of the Building Plan from Paschim Bishnupur Gram Panchayat to undertake and carry out development of the “said property” for construction of respective Bungalows altogether known as BOUGAINVILLAS PHASE-6. The Promoter agreed and undertook that it shall not make any changes to the Plan as was sanctioned by the Paschim Bishnupur Gram Panchayat except in strict compliance with Section 14 of the West Bengal Real Estate (Regulation and Development) Act, 2016 and other laws as applicable;
4. The Paschim Bishnupur Gram Panchayat has granted the commencement certificate to develop the BOUGAINVILLAS PHASE-6 Project vide approval dated 18/08/2021 bearing Panchayat Approval no. M3;

5. The Promoter has registered the “BOUGAINVILLAS PHASE-6” under the provisions of the West Bengal Real Estate (Regulation & Development) Act, 2016 with the Real Estate Regulatory Authority at ..... No. .... and the same on the ..... day of ..... 2023 under Registration No. ....;
  
6. The Allottee(s)/Purchaser(s) had applied to the Promoter for allotment of a bungalow in the “BOUGAINVILLAS PHASE-6’ (“Application”) and thereupon, the Promoter provisionally allotted in favour of the Allottee(s)/Purchaser(s) **All That** the Bungalow being numbered as....., more fully described in Part-I of *Schedule "B"* hereunder written (**“said Unit”**) and the same subject to the Allottee(s)/Purchaser(s) making payment of the consideration amount as also all other dues, extras and deposits, costs and expenses, each of which were unconditionally accepted by the Allottee(s)/Purchaser(s).The Development of the “said Unit” by the Promoter to be as per the specifications mentioned in ‘**Schedule “B”**’ hereunder written;
  
7. By an Agreement for Sale dated the ..... day of ..... 2023 made between the Vendors herein therein referred to as the Owners of the First Part and the Promoter herein therein referred to as the Promoter of the Second Part and the Allottee(s)/Purchaser(s) herein therein referred to as the Allottee(s) of the Third Part and registered at the office of the Additional Registrar or Assurances I/II/III/IV, Kolkata in Book No.I, Volume No. ...., Pages ... . to , Being No. for the year 202.. (hereinafter referred to as the **“Sale Agreement”**) the Vendors agreed to sell and the Promoter agreed to construct, allot and confirm the sale and the Allottee(s)/Purchaser(s) agreed to purchase All That the “said Unit”, more fully described in *Part-I of Schedule “B”* hereunder written and the same to be developed as per specifications mentioned in *Schedule “\_”* hereunder written.
  
8. In pursuance of and in terms of the Plan duly sanctioned by the Paschim Bishnupur Gram Panchayat , the Promoter has since completed construction of the **BOUGAINVILLAS PHASE 6** Project including the “said Unit” and has further



obtained the Completion Certificate dated the ..... day of .....from the Paschim Bishnupur Gram Panchayat.

9. At or before the execution of this Agreement, the Allottee(s)/Purchaser(s) confirm(s) that after having conducted and completed to his/her/their/its complete satisfaction independent due diligence and title verification in respect of the said Plots of Land as also the compliance and/or non-compliance, if any, by the Promoter of all/any applicable law(s), notification(s), rule(s) etc., and after having carried out a physical inspection of the said Plots of Land and further after inspecting, examining and perusing all the title deeds pertaining inter alia to the Devolution of Title, papers, documents etc. (including the various covenants, terms, conditions etc. respectively stipulated therein) related inter alia to the said Plots of Land including but not limited to amongst others, the Specifications, approvals etc. for the "BOUGAINVILLAS PHASE - 6", the deeds, papers, documents, details, schedules etc. referred to and/or specified under the Act and the Rules as also those referred to and/or described herein , each of which have from time to time been provided by the Promoter to the Allottee(s)/Purchaser(s) and Allottee(s)/Purchaser(s) confirm(s) and acknowledge(s) receipt of the true copies thereof, which are in the custody and possession of the Allottee(s)/Purchaser(s), and the Allottee(s)/Purchaser(s) having understood and/or having complete and due notice and knowledge of and after fully satisfying himself/herself /themselves/itself, has/have accepted, without any reservation.
10. The terms and conditions and also the rights and obligations contained in the said "Sale Agreement" would apply to the instant Indenture as far as possible or applicable or practicable, if any, and that the contradictions, if any, between this Indenture and the said Agreement for Sale, then this Indenture shall supersede.
11. Unless in this Indenture there is something contrary or repugnant to the subject or context the following words shall have the following meanings: -

- a. **“Act”** means the Real Estate (Regulation and Development) Act, 2016;
- b. **“Rules”** means the West Bengal Real Estate (Regulation and Development) Rules, 2021;
- c. **“Section”** means a section of the Act/Rules
- d. **“Association”** shall mean an association, within the meaning of the W. B. Apartment Ownership Act, 1972.
- e. **“Allottees/Buyers”** shall mean and include the intending Allottees/ Buyers/Transferees respectively of villas, bungalows, flats and other saleable spaces, at the BOUGAINVILLAS PHASE 6 Project.
- f. **“Carpet Area”** shall mean the net usable area of a Residential Unit, excluding the area covered by the external walls, areas under the services shafts, the areas respectively comprised in the Balcony /Verandah and the Open Terrace, but including the area covered by the internal partition walls of such unit.
- g. **“Common Expenses”** shall include each of the undernoted charges, expenses etc. payable proportionately by the Allottee(s) and the other Allottee(s), each as determined by the Promoter at its sole and absolute discretion, which shall be final, binding and conclusive on each Allottee including the Allottee(s):

- I. all the costs, charges, expenses, fees etc. to be incurred for and/or on behalf of the Allottee(s) for rendition of the Common Purposes; and
- II. all the Outgoings payable in respect of the said Plots of Land, the said Unit, the common pathways, roadways and common areas of the Project including BOUGAINVILLAS PHASE 6 Project;

and

- III. the recurring costs, charges, fees, expenses etc. to be incurred/payable/ incurred for the smooth operation, running,

management, maintenance, upkeep and administration of the several facilities, infrastructure, utilities etc. at/of the said Plots of Land and/or the said Project including BOUGAINVILLAS PHASE - 6 Project including repairs, replacements, improvements etc. thereof; and

- IV. all expenses for running and operating all machinery, equipment and installations comprised in the common portions, including lifts, pumps, generator, water treatment plant, Firefighting equipment, CCTV, EPABX etc. and other common installations at the said Project including BOUGAINVILLAS PHASE 6 Project including their license fees, taxes and other levies (if any) and all the lights of the common roadways, pathways and other common areas; and
- V. Such other charges, expenses etc. as determined by the Promoter from time to time; and
- VI. Each of the aforesaid together with the applicable Taxes thereon

(I) **“Common Purposes”** shall include:

- (i) the maintenance, management, upkeep, administration, protection etc. of the said Plots of Land, the Villa/Bungalow/House/Unit, the common pathways, common roadways and other common areas and the several facilities etc. at/of the said Plots of Land and/or the Villa/Bungalow/House Project and/or including the repairs, replacements, improvements etc. thereof;
- (ii) dealing with and regulating matters of common interest of each of the Allottee(s) relating inter alia to their mutual rights and obligations in respect of the said Plots of Land and the BOUGAINVILLAS PHASE 6

Project, for the use and enjoyment of their respective Units and the Common Areas;

- (iii) The collection and disbursement of the Common Expenses;
  - (iv) The collection and disbursement of the Common Expenses;
  - (v) all other Common purposes and/or other matters, issues etc. in which the Allottee(s) have common interest relating to the Project, the extent, mode and manner of each of the above to be as determined and formulated by the Promoter; and
  - (vi) all other common expenses and/or other matters issues etc. which the Allottee(s) have common interest relating to the said Plots or Land and/or BOUGAINVILLAS PHASE 6 Project and/or the Project, the extends mode and manner of each of the above to be as determined and formulated by the Promoter.
- h. **“Maintenance-In-Charge”** shall mean any Association/Company to be formed or incorporated by the Promoter for the Common Purposes having such rules, regulations and restrictions as may be deemed project and necessary by the Promoter not inconsistent with the provisions and covenants herein contained and shall include the Promoter or such agency or any outside agency to be appointed by the Promoter. Till the formation of such Association and handling over charge of the Project by the promoter to the Association for the common purposes, the Promoter shall be in charge of the maintenance having such rules , regulations and restrictions as may be deemed proper and necessary by the Promoter not inconsistent with provisions and covenants herein contained.

- i. **"Project"** shall mean the Project named **" BOUGAINVILLAS PHASE 6"** and several other Phases and also the Club to be developed by the Promoter in due course, subject to the terms that the owners/occupiers of villas, bungalows, in the Project shall be entitled to use and enjoy in common all the common parts, areas, facilities and amenities of the Project.
- j. "Said Plots of Land" shall mean and include All That the several pieces or parcels of Plots of Land in aggregate measuring an area of **233.80 (Two Hundred Thirty Three point Eight Zero) Decimals**, more or less, out of which **1) 2.00** Decimal is comprised in R.S. & L.R. Dag No. 40 under L.R. Khatian No. 1243 **2) 2.00** Decimal is comprised in R.S. & L.R. Dag No. 49 under L.R. Khatian No. 350 **3) 30.90** Decimal is comprised in R.S. & L.R. Dag No. 80 under L.R. Khatian No. 125, 480, 697, 712 **4) 7.60** Decimal is comprised in R.S. & L.R. Dag No. 81 under L.R. Khatian No. 24 **5) 7.00** Decimal is comprised in R.S. & L.R. Dag No. 81/1046 under L.R. Khatian No. 289 **6) 8.00** Decimal is comprised in R.S. & L.R. Dag No. 81/1047 under L.R. Khatian No. 289 **7) 5.14** Decimal is comprised in R.S. & L.R. Dag No. 82 under R.S. Khatian No. 452 and L.R. Khatian No. 448 **8) 4.26** Decimal is comprised in R.S. & L.R. Dag No. 83 under R.S. Khatian No. 451 and L.R. Khatian No. 10 **9) 56.13** Decimal is comprised in R.S. & L.R. Dag No. 404 under L.R. Khatian No. 275, 166, 25, 451, 668 **10) 26.00** Decimal is comprised in R.S. & L.R. Dag No. 405/1145 under R.S Khatian No. 1232 **11) 20.00** Decimal is comprised in R.S. & L.R. Dag No. 405/1147 under R.S Khatian No. 1232 **12) 5.07** Decimal is comprised in R.S. & L.R. Dag No. 407 under L.R. Khatian No. 1232 **13) 10.70** Decimal is comprised in R.S. & L.R. Dag No. 408 under L.R. Khatian No. 1232 **14) 1.80** Decimal is comprised in R.S. & L.R. Dag No. 411 under L.R. Khatian No. 1232 **15) 4.30** Decimal is comprised in R.S. & L.R. Dag No. 432 under L.R. Khatian No. 447 **16) 5.20** Decimal is comprised in R.S. & L.R. Dag No. 433 under R.S Khatian No. 314 **17) 15.20** Decimal is comprised in R.S. & L.R. Dag No. 434 under R.S Khatian No. 1232 **18) 22.50** Decimal is comprised in R.S. & L.R. Dag No. 435 under L.R. Khatian No. 560, 144, 99 situated at Mouza- Uttar Kajirhat, J.L. No. 22, Pin - 700104, Police Station Bishnupur, within the limits of Paschim Bishnupur Gram Panchayat area, A.D.S.R Bishnupur, District South 24

Parganas ("Said Property") more fully described in Part-I of *Schedule "A"* hereunder written.

- k. "Title Deeds" - shall mean the documents of title of the Owners in respect of their respective land parcels, the detailed particulars whereof are stated **Part II** of **Schedule "A"** hereunder written
  
- l. "Transfer"- with its grammatical variations shall mean transfer by executing and registering the deed of conveyance for transfer of the concerned unit along with land in the said "Plots of Land".
  
- m. "Units" shall mean and include bungalows, villas, flats, houses and other spaces (shall mean and include independent housing units with separate facilities for living, cooking and sanitary requirements, distinctly separated from other residential units within a villa or bungalow, which is directly accessible from an outer door or through an interior door in a shared hallway), which would be available for independent use and occupation at the said Project.

**NOW THIS INDENTURE WITNESSETH** that in the premises aforesaid and in pursuance of the said Agreement and further in consideration of the aggregate sum of Rs..... (Rupees .....) only paid to the Promoter by the Allottee(s)/Purchaser(s) on or before the execution of these presents (the receipt whereof the Promoter doth hereby admit and acknowledge and of and from the payment of the same and every part thereof acquit, release and discharge the Purchaser(s) and also the "said Unit" hereby sold, transferred and conveyed) the Vendors abovenamed with the consent and concurrence of the Promoter do hereby grant, self, transfer, convey, assign and assure unto and in favour of the Allottee(s)/Purchaser(s) abovenamed All That the "said Unit" being .... Bungalow measuring carpet area of..... Sq.ft. being bungalow no. ...,

\_\_\_\_\_ situated on the ..... portion of the Project Together With proportionate share in the said "Plots of Land", described in **Part-I of Schedule "A"** hereunder written as also the common parts, areas, facilities and amenities of the Project Together With the right to use in common with the owners/occupants of the Project "BOUGAINVILLAS PHASE 6" and also the common parts, areas, facilities and amenities of the "said Project" Together With the right to use and enjoy the Club as also the various club facilities, described in Schedule "E" hereunder written (hereinafter collectively referred to as the **"said Unit and the properties appurtenant thereto"**), more fully and particularly described in **Part-I of Schedule "B"** hereunder written absolutely and forever, free from all encumbrances, mortgages, charges, liens, attachments and trusts whatsoever or howsoever AND TOGETHER WITH all easements or quasi-easements and other stipulations and provisions in connection with the beneficial use and enjoyment of the "said Unit And the Properties Appurtenant thereto" **TOGETHER WITH** all rights, liberties, privileges, easements and appurtenances whatsoever **TO HAVE AND TO HOLD** the "said Unit and the Properties Appurtenant thereto" hereby sold, transferred and conveyed and every part or parts thereof unto and to the use of the Allottee(s)/Purchaser(s) absolutely and forever and free from all encumbrances subject to payment of "common expenses hereunder written;

**AND THE VENDORS AND THE PROMOTER DO AND EACH OF THEM DOTH HEREBY COVENANT WITH THE ALLOTTEE(S)/PURCHASER(S) AS FOLLOWS: -**

- (a) That notwithstanding any act, deed, matter or thing whatsoever by the Vendors and the Promoter done or executed or knowingly suffered to the contrary, the Vendors have now lawfully, rightfully seized and possessed of or otherwise well and sufficiently entitled to the "said Unit and the Properties Appurtenant thereto" hereby granted, transferred, assigned and intended so to be and every part thereof for a perfect and indefeasible estate of inheritance without any manner or conditions use, trust, encumbrances whatsoever to alter, defeat, encumber or make void the same;

- (b) AND that notwithstanding any act deed or thing whatsoever as aforesaid, the Vendors now have good right, full power and absolute authority to grant, transfer and assign All that the “said Unit and the Properties “Appurtenant thereto” hereby conveyed, transferred or expressed so to be unto and to the use of the Allottee(s)/Purchaser(s) in the manner aforesaid;
- (c) AND that the “said Unit and the Properties Appurtenant thereto” hereby granted and conveyed or expressed so to be is now free from all claims, demands, encumbrances, liens, attachments, leases, lispensens, debutter or trusts made or suffered by the Vendors or the Promoter or any person or persons having or lawfully or equitably claiming any estate or interest in the “said Unit and the Properties Appurtenant thereto”;
- (d) AND that the Allottee(s)/Purchaser(s) shall and may at all times hereafter peaceably and quietly hold possess and enjoy the “said Unit and the Properties Appurtenant thereto” and receive the rents, issues and profits thereof without any lawful eviction, interruption, claim or demand whatsoever from or by the Vendors or the Promoter or any persons having or lawfully or equitably claiming as aforesaid;
- (e) AND that the Allottee(s)/Purchaser(s) shall be kept free, clear and absolutely discharged, saved, harmless and kept indemnified against all mortgages, charges, encumbrances, liens, attachments, lispensens, debutter or trust claims and demands whatsoever created occasioned or made by the Vendors or the Promoter or any person or persons lawfully or equitably claiming as aforesaid;
- (f) AND further that the Vendors and the Promoter and all persons having or lawfully or equitably claiming any estate or interest in the “said Unit and the Properties Appurtenant thereto” or any part thereof under or in trust for the Vendors and/or the Promoter shall and will from time to time and at all times hereafter at the request and at the costs of Allottee(s)/Purchaser(s) make, do, execute or cause to be done



and executed all such acts, deeds or things whatsoever for further better or more perfectly assuring the “said Unit and the Properties Appurtenant thereto” and every part thereof unto and to the use of the Allottee(s)/Purchaser(s) in the manner aforesaid as shall or may be reasonably required;

(g) AND also that the Vendors and the Promoter have not at any time done or executed or knowingly suffered or been party to any act, deed or thing whereby the “said Unit and the Properties Appurtenant thereto” hereby granted, transferred and conveyed or expressed so to be or any part thereof is can or may be impeached or encumbered or affected in title or otherwise;

(h) The Vendors shall, unless prevented by fire or some other irresistible force from time to time and at all times hereafter, upon every reasonable request and at cost of the Allottee(s)/Purchaser(s) produce or cause to be produced to the Allottee(s)/Purchaser(s) or their Attorney or agents or before any Court, Tribunal, Board, Authority or firm for inspection or otherwise as occasion shall require the title deeds in respect or the “said Plots of Land”, details whereof are mentioned in Part III of *Schedule "A"* hereunder written and the same in connection with the “said Unit and the Properties Appurtenant thereto” and also shall at the request and costs of the Allottee(s)/Purchaser(s) deliver to the Allottee(s)/Purchaser(s) such attested or other copies of extracts there from as the Allottee(s) / Purchaser(s) may require and will in the meantime unless prevented as aforesaid keep the said title deeds safe and unobliterated;

THE ALLOTTEE(S)/PURCHASER(S) SHALL TO THE END AND INTENT THAT THE OBLIGATIONS AND COVENANTS HEREINAFTER CONTAINED SHALL AT ALL TIMES HEREFTER RUN WITH THE OWNERSHIP AND POSSESSION OF THE "SAID UNIT AND THE PROPERTIES APPURTENANT THERTO" COVENANT AS FOLLOWS: -

- a) The Allottee(s)/Purchaser(s) have read and understood the terms of the "said Sale Agreement" which is treated as part of this Indenture and has accepted the terms and conditions thereof. The Allottee(s)/Purchaser(s) doth/ do and each of them doth hereby covenant with the Vendors and the Promoter to be always bound by the same and shall not violate the same in any manner whatsoever;
- b) The Allottee(s)/Purchaser(s) herein along with other Allottee(s) or Units in Bougainvillas Phase 6 Project as also the owners/occupants of Units of the other Phases of the Project would Jointly use and enjoy the Roadway, Driveway, Boundary Wall and other common areas and facilities which would be developed in pursuance of the said "Roadway/ Driveway Agreement";
- c) The Allottee(s)/Purchaser(s) herein would extend his/her/their cooperation and assistance to the Promoter in the matter of development the Roadway, Driveway and other common areas and facilities in pursuance of the said "Roadway/ Driveway Agreement";
- d) The Allottee(s)/Purchaser(s) shall proportionately bear and pay the cost of development and construction as also repairs and maintenance of the Roadway, Driveway, Boundary wall and

other common areas and facilities, which are developed in pursuance of the said “Roadway/Driveway Agreement”

- e) The Allottee(s)/Purchaser(s) herein shall bear and pay all fees and charges and further cause mutation of his/her/their name as the Allottee(s)/Purchaser(s) in respect of the said Unit in the records of the B.L. & L.R.O. and other concerned authority within 30 (thirty) days from the date of execution or the instant Deed;
- f) The Allottee(s)/Purchaser(s) shall bear and pay the rates and taxes (proportionately for the Project and wholly for the “said Unit and the properties appurtenant thereto”) from the date of possession notice and until the “said Unit and the properties appurtenant thereto” is separately mutated and assessed in favour of the Allottee(s)/Purchaser(s) herein
- g) The Allottee(s)/Purchaser(s) shall co-operate with the Promoter/Maintenance – in - Charge and other Allottee (s)/ Purchaser(s) in the management and maintenance of the said Bougainvillas Phase 6 Project and other Common Purposes and formation of the Association;
- h) The Allottee(s)/Purchaser(s) shall observe and perform the rules regulations and restrictions as may from time to time be made in force for the quiet and peaceful use enjoyment and management of the said Project and in particular the Common Areas, Amenities and Facilities of the said Project and other common purposes;

- i) The Allottee(s)/Purchaser(s) shall pay maintenance charges on account and in respect of the “said Unit and the properties appurtenant thereto” and the same as per the bill to be raised by the Promoter or Association, without claiming any deduction or abatement;
- j) The Allottee(s)/Purchaser(s) shall co-operate in the management and maintenance of the Common Areas, facilities and amenities of Bougainvillas Phase 6 Project by the Promoter/Association;
- k) The Allottee(s)/Purchaser(s) shall draw electricity lines/wires, television cables, broadband data cables and telephone cables to the “said Unit and the properties appurtenant thereto” only through title ducts and pipes provided therefor, ensuring that no inconvenience is caused to the Promoter or to other Unit owners of Project or the owners/occupants of the Project. The main electricity meter shall be installed only at the space designated for common meters;
- l) The Allottee(s)/Purchaser(s) shall use the “said Unit and the properties appurtenant thereto” for residential purpose only. Under no circumstances shall the Allottee(s) use or allow the “said Unit” to be used for commercial, industrial or other non-residential purposes. The Allottee(s) shall also not use or allow the “said Unit and the properties appurtenant thereto” as a religious establishment, hotel, guesthouse, service apartment, mess, hostel, boarding house, restaurant, nursing home, club, school or other public gathering place;
- m) The Allottee(s)/Purchaser(s) shall use the “said Unit and the

properties appurtenant thereto” for residential purpose only. Under no circumstances shall the Allottee(s) use or allow the “said Unit” to be used for commercial, industrial or other non-residential purposes. The Allottee(s) shall also not use or allow the “said Unit and the properties appurtenant thereto” as a religious establishment, hotel, guesthouse, service apartment, mess, hostel, boarding house, restaurant, nursing home, club, school or other public gathering place;

- n) The Allottee(s)/Purchaser(s) shall not sub-divide, alter, modify or in any manner change the elevation and exterior colour scheme of the “said Unit and the properties appurtenant thereto” and the building and also not to change the design and/or the colour scheme of the windows, grills and the main door of the “said Unit and the properties appurtenant thereto”;
- o) The Allottee(s)/Purchaser(s) shall pay and bear the amounts of the “Common Expenses” including electricity charges, maintenance charges, rates and taxes and other outgoings, extra and deposit on account and in respect of the “said Unit and the properties appurtenant thereto”. The said amounts shall be paid by the Allottee(s)/Purchaser(s) without raising any objection thereto regularly and punctually to the Promoter;
- p) The Allottee(s)/Purchaser(s) shall pay charges for electricity in relation to the “said Unit and the properties appurtenant thereto” wholly and proportionately relating to the common parts of Project;

- q) The Allottee(s)/Purchaser(s) shall maintain or remain responsible for the structural stability of the “said Unit and the properties appurtenant thereto” and not to do anything which would have the effect of affecting the structural stability of the said unit and also not to store or bring and allow to be stored and brought in the “said Unit and the properties appurtenant thereto” any goods which are so heavy as to affect or endanger the structure of the said unit or any portion of any fittings or fixtures thereof including windows, doors, floors, etc. in any manner;
  
- r) The Allottee(s)/Purchaser(s) shall use or permit to be used the car parking space, if any, situated within the “said Unit” for any other purpose whatsoever other than parking of his/her/their/its own car;
  
- s) The Allottee(s)/Purchaser(s) shall not park car on the roadway and/or pathway or open spaces of the said Project and/or Project except the space within the said unit and shall use the pathways as would be decided by the Promoter;
  
- t) The Allottee(s)/Purchaser(s) shall not use any part of the or other Common Areas of the said Project for bathing, washing car or other undesirable purposes or such purposes which may cause any nuisance or annoyance to the other co-transferees;

- u) The Allottee(s)/Purchaser(s) shall use the Common Areas only to the extent required for ingress to and egress from the “said Unit and the properties appurtenant thereto” of men and materials and passage of utilities and facilities;
- v) The Allottee(s)/Purchaser(s) shall keep the common areas, open spaces, parking areas, paths, passages, staircases, lobby, landings etc., free from obstructions or encroachments and in a clean and orderly manner and not to store or allow anyone to store any goods articles or things or allow anyone to sleep or rest therein or thereat or in any other Common Areas of the said building and also the said Project;
- w) The Allottee(s)/Purchaser(s) shall not claim any right whatsoever or howsoever over any other Unit or spaces or portion of the said building/Project;
- x) The Allottee(s)/Purchaser(s) shall not claim any right of whatsoever nature over and in respect of any Unit/spaces and not specifically allowed to be used by the Allottee(s)/Purchaser(s) and the same shall remain the exclusive property of the Vendors or the Promoter or of the other co-transferees of the “said Unit and the properties appurtenant thereto” to whom specific right is or to be so granted;
- y) The Allottee(s)/Purchaser(s) shall not alter the outer elevation of the said Unit or any part thereof nor decorate the exterior of the

said Unit otherwise than in the manner agreed by the Promoter/Maintenance-in-Charge in writing or in the manner as may be in which it was previously decorated;

- z) The Allottee(s)/Purchaser(s) shall not deposit or throw or permit to be deposited or thrown any rubbish or refuse or waste or spit in the pathways, passages or in any other common Areas or in any other portion of the said Bougainvillas Phase 6 Project nor allow or permit any other Co-transferee to do so;
- aa) The Allottee(s)/Purchaser(s) shall keep the “said Unit and the properties appurtenant thereto” and party walls, sewers, drains, pipes, cables, wires, entrance and main entrance serving the said unit and also the other units in the said Bougainvillas Phase 6 Project in good and substantial repair and condition so as to support shelter and protect and keep habitable the other Unit of the Project;
- bb) The Allottee(s)/Purchaser(s) shall not to carry on or cause to be carried on any obnoxious, injurious, noisy, dangerous, hazardous, illegal or immoral act, deed or activity in or through the “said Unit and the properties appurtenant thereto”;
- cc) The Allottee(s) / Purchaser(s) shall maintain at his/her/its/their own costs, the “said Unit and the properties appurtenant thereto” in the same good condition state and order - clean, hygienic and tidy and abide by all laws, bye-laws, rules, regulations and restrictions (including those relating to Fire Safety under the West Bengal Fire Services Act, 1950 and the



rules made thereunder) of the Government and/or any statutory authority and/or local body with regard to the user and maintenance of the “said Unit and the properties appurtenant thereto” as well as the user operation and maintenance of the lifts, generator, water, electricity, drainage, sewerage and other installations and amenities at the said Unit and the said Project;

dd) The Allottee(s)/Purchaser(s) shall keep all the pipes, drains, basins, sinks and water closets, if any, in the “said Unit and the properties appurtenant thereto” clean and unblocked and bear and pay all expenses relating thereto including the salaries or the cleaners, if employed by them;

ee) The Allottee(s)/Purchaser(s) shall collect and/or to remove all rubbish whatsoever from the “said Unit and the properties appurtenant thereto” daily and to deposit the same in approved bins, receptacles or containers as may be directed from time to time at such specified places in the said Project and also in the said Project by the Promoter/Maintenance-in-Charge;

ff) The Allottee(s)/Purchaser(s) shall insure and keep insured the “said Unit and the properties appurtenant thereto” against any claims, loss, liabilities or other risks arising from public or any third parties under a Public Liability Policy with an insurance company and to pay all premiums necessary for that purpose;

gg) The Allottee(s)/Purchaser(s) shall not use the radio or television

aerial/antenna or any other aerial/antenna shall be attached to or hang from the exterior of the said Unit;

- hh) The Allottee(s)/Purchaser(s) shall not make or permit any disturbing noises in the said Unit or do or permit anything to be done therein which will interfere with the rights, comfort or convenience of the owners/occupants of other units at Project. No Allottee(s)/Purchaser(s) shall operate a phonograph or radio or television or loud speaker or music system in the “said Unit and the properties appurtenant thereto” which shall cause disturbance or annoyance to the other owners/occupants of other units at the Project;
- ii) The Allottee(s)/Purchaser(s) shall not use any part or the common areas for social and public gathering;
- jj) The Allottee(s)/Purchaser(s) shall permit the Promoter or Promoter/Maintenance-in-Charge and their surveyors or agents with all necessary workmen and appliances at all reasonable times and with minimum 24 hours’ prior notice in writing to the Allottee(s)/Purchaser(s) to enter upon the “said Unit and the properties appurtenant thereto” and every part thereof to view the state and condition thereof and to execute repairs, alterations on any adjoining space for all defects, decays and want of repairs there found;
- kk) The Allottee(s)/Purchaser(s) shall not use sign, notice or advertisement shall be inscribed or exposed on or at the window

or other parts of the unit except such as shall have been approved by the Promoter nor shall anything be projected out of any window of the unit without similar approval;

ll) The Allottee(s)/Purchaser(s) shall abide by all such building rules and regulations as may be made applicable by the Promoter before the formation of the Association and after the formation of the Association to comply with and/or adhere to all the building rules and regulations of such association;

mm) The promoter shall have right and liberties to install any signage or create any structure either permanent or temporary in any part of the Project without hampering the aesthetic part of the said Project;

nn) The Allottee(s)/Purchaser(s) shall not use the "said Unit and the properties appurtenant thereto" or the Common Areas or permit the same to be used in such manner or commit any act, which may in any manner cause nuisance or annoyance to other occupants of the Bougainvillas Phase 6 Project and/or the neighboring Phases and not to make or permit to be made any disturbance or do or permit anything to be done that will interfere with the rights, comforts or convenience of others;

oo) The Allottee(s)/Purchaser(s) shall not obstruct the Promoter/Association in their acts relating to the common areas, amenities and facilities and not obstruct the Promoter in

constructing on other portions of the Phase 1 Project and/or the Project and selling or granting rights to any person on any part of the said Gems Bougainvillas Phase 6 Project and/or other Phases of the Project;

pp) The Allottee(s)/Purchaser(s) shall not obstruct the pathways and passages of the Common Areas or use the same for any purpose other than for ingress to and egress from the “said Unit and the properties appurtenant thereto”;

qq) The Allottee(s)/Purchaser(s) shall not violate any of the rules and/or regulations laid down by the Promoter/Association (upon formation) for the use of the common amenities and facilities;

rr) The Allottee(s)/Purchaser(s) shall not keep or store any offensive, combustible, obnoxious, hazardous or dangerous articles in the “said Unit and the properties appurtenant thereto”, the Common Areas, and the Project;

## **SCHEDULE- “A”**

### **PART-I**

#### **(Said property/plots of land)**

**ALL THAT** piece and parcel of Sali land admeasuring **233.80 (Two Hundred Thirty Three point Eight Zero) Decimals**, more or less, out of which: [**2.00 Decimal** is comprised in **R.S. & L.R. Dag No. 40** under **L.R.**

**Khatian No. 1243], [2.00 Decimal is comprised in R.S. & L.R. Dag No. 49 under L.R. Khatian No. 350], [30.90 Decimal is comprised in R.S. & L.R. Dag No. 80 under L.R. Khatian No. 125, 480, 697, 712], [7.60 Decimal is comprised in R.S. & L.R. Dag No. 81 under L.R. Khatian No. 24], [7.00 Decimal is comprised in R.S. & L.R. Dag No. 81/1046 under L.R. Khatian No. 289], [8.00 Decimal is comprised in R.S. & L.R. Dag No. 81/1047 under L.R. Khatian No. 289], [5.14 Decimal is comprised in R.S. & L.R. Dag No. 82 under R.S. Khatian No. 452 and L.R. Khatian No. 448], [4.26 Decimal is comprised in R.S. & L.R. Dag No. 83 under R.S. Khatian No. 451 and L.R. Khatian No. 10], [56.13 Decimal is comprised in R.S. & L.R. Dag No. 404 under L.R. Khatian No. 275, 166, 25, 451, 668], [26.00 Decimal is comprised in R.S. & L.R. Dag No. 405/1145 under R.S Khatian No. 1232], [20.00 Decimal is comprised in R.S. & L.R. Dag No. 405/1147 under R.S Khatian No. 1232], [5.07 Decimal is comprised in R.S. & L.R. Dag No. 407 under L.R. Khatian No. 1232], [10.70 Decimal is comprised in R.S. & L.R. Dag No. 408 under L.R. Khatian No. 1232], [1.80 Decimal is comprised in R.S. & L.R. Dag No. 411 under L.R. Khatian No. 1232], [4.30 Decimal is comprised in R.S. & L.R. Dag No. 432 under L.R. Khatian No. 447], [5.20 Decimal is comprised in R.S. & L.R. Dag No. 433 under R.S Khatian No. 314], [15.20 Decimal is comprised in R.S. & L.R. Dag No. 434 under R.S Khatian No. 1232], [22.50 Decimal is comprised in R.S. & L.R. Dag No. 435 under L.R. Khatian No. 560, 144, 99], situated at Mouza- Uttar Kajirhat, J.L. No. 22, Pin - 700104, Police Station Bishnupur, within the limits of Paschim Bishnupur Gram Panchayat area, A.D.S.R Bishnupur, District South 24 Parganas and butted and bounded as follows:**

**On the North:** Dag No. 75 (P), 80 (P), 81 (P) , 82 (P), 83 (P),  
84 (P), 85 (P);

**On the South:** Dag No. 395 (P), 396 (P), 402 (P), 403 (P),  
407 (P), 408 (P), 411 (P), 430 (P), 432 (P),  
433 (P), 434 (P), 437 (P);

**On the East:** Dag No. 84 (P), 85 (P), 404 (P);

**On the West:** Dag No. 435 (P), 436 (P), 437 (P)

**PART-II**  
**“DEVOLUTION OF TITLE”**

**i. R.S. & L.R. DAG NO. 40**

**WHEREAS** by a registered deed of conveyance dated 14<sup>th</sup> July, 2008 registered in the office of Additional Registrar of Assurances - I, Kolkata and recorded in Book I, C D Vol No. 24, Pages from 584 to 599, being no. 9664 for the year 2010 made between ***Adhir Chandra Naskar***, the vendor therein sold, conveyed and transferred ALL THAT piece and parcel of Sali Land admeasuring 7 Decimals a little more or less comprised in R.S. Dag No. 40 corresponding to L.R. Dag No. 40 under L.R. Khatian No. 17, Touji No. 3, 4, 5, J.L. No. 22, R.S. No. 158, situate and lying at Mouza - Uttar Kajirhat, under Paschim Bishnupur Gram Panchayat, P.S. - Bishnupur, Registry Office - A.D.S.R Bishnupur in the District of South 24 Parganas to ***Gateway IT Infrastructure Pvt. Ltd.***

**WHEREAS** by a registered deed of conveyance dated 14<sup>th</sup> July, 2008 registered in the office of Additional Registrar of Assurances - I, Kolkata and recorded in Book I, C D Vol No. 24, Pages from 600 to 618, being no. 9665 for the year 2010 made between **Chikan Naskar & Ors**, the vendor therein sold, conveyed and transferred ALL THAT piece and parcel of Sali Land admeasuring 7 Decimals a little more or less comprised in R.S. Dag No. 40 corresponding to L.R. Dag No. 40 under L.R. Khatian No. 745, Touji No. 3, 4, 5, J.L. No. 22, R.S. No. 158, situate and lying at Mouza - Uttar Kajirhat, under Paschim Bishnupur Gram Panchayat, P.S. - Bishnupur, Registry Office - A.D.S.R Bishnupur in the District of South 24 Parganas to **Gateway IT Infrastructure Pvt. Ltd.**

**THEREAFTER** by a registered deed of conveyance dated 6<sup>TH</sup> August, 2014 registered in the office of Additional District Sub Registrar, Bishnupur and recorded in Book I, C D Vol No. 17, Pages from 2884 to 2904, being no. 04305 for the year 2014 made between **Gateway IT Infrastructure Private Limited** , the vendor therein sold, conveyed and transferred ALL THAT piece and parcel of Sali Land admeasuring 14 Decimals a little more or less comprised in R.S. Dag No. 40 corresponding to L.R. Dag No. 40 under L.R. Khatian No. 1243, Touji No. 3, 4, 5, J.L. No. 22, R.S. No. 158, situate and lying at Mouza - Uttar Kajirhat, under Paschim Bishnupur Gram Panchayat, P.S. - Bishnupur, Registry Office - A.D.S.R Bishnupur in the District of South 24 Parganas to **Charles Commercial Private Limited.**

*(Out of 14.00 Decimals land in Dag No. 40 project area is 2.00 Decimals)*

**ii. R.S. & L.R. DAG NO. 49**

**THAT** at all material times **Late Paran Chandra Naskar** was the recorded owner of ALL THAT piece and parcel of Sali Land admeasuring 2 Decimals a little more or less comprised in R.S. Dag No. 49 corresponding to L.R. Dag No. 49 under R.S. Khatian No. 350, Touji No. 3, 4, 5, J.L. No. 22, R.S. No. 158, situate and lying at Mouza - Uttar Kajirhat, under Paschim Bishnupur Gram Panchayat, P.S. - Bishnupur, Registry Office - A.D.S.R Bishnupur in the District of South 24 Parganas.

**THAT** thereafter the said **Paran Chandra Naskar** died intestate leaving behind him his legal heir **Ananta Naskar** who inherited ALL THAT piece and parcel of Sali Land admeasuring 2 Decimals a little more or less comprised in R.S. Dag No. 49 corresponding to L.R. Dag No. 49 under R.S. Khatian No. 350, Touji No. 3, 4, 5, J.L. No. 22, R.S. No. 158, situate and lying at Mouza - Uttar Kajirhat, under Paschim Bishnupur Gram Panchayat, P.S. - Bishnupur, Registry Office - A.D.S.R Bishnupur in the District of South 24 Parganas.

**THAT** thereafter the said **Ananta Naskar** died intestate leaving behind him his legal heirs **1) Dipankar Naskar 2) Sasanka Sekhar Naskar 3) Subhankar Naskar 4) Mriganka Naskar** who inherited ALL THAT piece and parcel of Sali Land admeasuring 2 Decimals a little more or less comprised in R.S. Dag No. 49 corresponding to L.R. Dag No. 49 under R.S. Khatian No. 350, Touji No. 3, 4, 5, J.L. No. 22, R.S. No. 158, situate and lying at Mouza - Uttar Kajirhat, under Paschim Bishnupur Gram Panchayat, P.S. - Bishnupur, Registry Office - A.D.S.R Bishnupur in the District of South 24 Parganas.



**THAT** thereafter the said ***Mriganka Naskar*** died intestate leaving behind him his legal heirs namely ***1) Juthika Naskar 2) Soumik Naskar*** who inherited the share of Mriganka Naskar in ALL THAT piece and parcel of Sali Land admeasuring 2 Decimals a little more or less comprised in R.S. Dag No. 49 corresponding to L.R. Dag No. 49 under R.S. Khatian No. 350, Touji No. 3, 4, 5, J.L. No. 22, R.S. No. 158, situate and lying at Mouza - Uttar Kajirhat, under Paschim Bishnupur Gram Panchayat, P.S. - Bishnupur, Registry Office - A.D.S.R Bishnupur in the District of South 24 Parganas.

**THEREAFTER** by virtue of a registered deed of conveyance dated 16<sup>th</sup> July 2015 registered in the A.D.S.R Bishnupur and recorded in Book I, Vol No. - 1613-2015, Pages from 17919 to 17942, being no. 03855 for the year 2015 the said ***1) Dipankar Naskar 2) Sasanka Sekhar Naskar 3) Subhankar Naskar 4) Juthika Naskar 5) Soumik Naskar***, the vendors therein, sold, conveyed and transferred **ALL THAT** piece and parcel of Sali Land admeasuring 2 Decimals a little more or less comprised in R.S. Dag No. 49 corresponding to L.R. Dag No. 49 under R.S. Khatian No. 350, Touji No. 3, 4, 5, J.L. No. 22, R.S. No. 158, situate and lying at Mouza - Uttar Kajirhat, under Paschim Bishnupur Gram Panchayat, P.S. - Bishnupur, Registry Office - A.D.S.R Bishnupur in the District of South 24 Parganas to ***Charles Commercial Private Limited.***

**iii. R.S. & L.R. DAG NO.80**

**WHEREAS** at all material times Late Hemanta Kumar Naskar was the recorded owner of ALL THAT piece and parcel of land admeasuring 65.6 Decimals comprised in R.S. & L.R. Dag No. 80 under R.S.

Khatian No. 428, 228 and 217 and at present L.R. Khatian No. 125, 480, 697 and 712 situate and lying at Mouza - Uttar Kajirhat under Paschim Bishnupur Gram Panchayat, P.S. - Bishnupur, A.D.S.R. Bishnupur in the district of 24 Parganas (South).

**THEREAFTER** by virtue of a deed of gift the said Late Hemanta Kumar Naskar transferrred of ALL THAT piece and parcel of land admeasuring 65.6 Decimals comprised in R.S. & L.R. Dag No. 80 under R.S. Khatian No. 428, 228 and 217 and at present L.R. Khatian No. 125, 480, 697 and 712 situate and lying at Mouza - Uttar Kajirhat under Paschim Bishnupur Gram Panchayat, P.S. - Bishnupur, A.D.S.R. Bishnupur in the district of 24 Parganas (South) to his youngest daughter Jashodabala Dasi.

**THEREAFTER** the said Jashodabala Dasi became the recorded owner of the land under L.R. Khatian No. 712

**THAT** the said Jashodabala Dasi died without leaving behind any sons or daughters or any other legal heir and therefore her two sisters named Menoka Naskar and Usharani Sardar and only brother named Palan Naskar, jointly procured ALL THAT piece and parcel of land admeasuring 65.6 Decimals comprised in R.S. & L.R. Dag No. 80 under R.S. Khatian No. 428, 228 and 217 and at present L.R. Khatian No. 125, 480, 697 and 712 situate and lying at Mouza - Uttar Kajirhat under Paschim Bishnupur Gram Panchayat, P.S. - Bishnupur, A.D.S.R. Bishnupur in the district of 24 Parganas (South) by way of inheritance and succession from their sister namely Jashodabala Dasi.

**AND WHEREAS** said Menoka Naskar, Usharani Sardar and Palan Naskar jointly became the absolute owners, possessioners of the land above mentioned and mutated the same vide L.R. Khatian No. 125, 480 and 697 respectively.

**THAT THEREAFTER** the said Menoka Naskar died intestate leaving behind the following legal heirs 1) Swapan Naskar 2) Tapan Naskar 3) Gopal Naskar 4) Anima Naskar who became the absolute owners by way of inheritance under the Indian Succession Act, 1925. of **ALL THAT** 21.87 Decimals out of 65.60 Decimals comprised in R.S. & L.R. Dag No. 80 under R.S. Khatian No. 428, 228 and 217 and at present L.R. Khatian No. 125, 480, 697 and 712 situate and lying at Mouza - Uttar Kajirhat under Paschim Bishnupur Gram Panchayat, P.S. - Bishnupur, A.D.S.R. Bishnupur in the district of 24 Parganas (South).

**THAT THEREAFTER** by a registered deed of conveyance dated 28.07.2009 registered in the A.D.S.R. Bishnupur and recorded in Book No. 1, C.D. Vol No. 14, Pages from 4014 to 4029, being no. 4286 for the year 2009 the said 1) Swapan Naskar 2) Tapan Naskar 3) Gopal Naskar 4) Anima Naskar sold conveyed and transferred ALL THAT 21.87 Decimals comprised in R.S. & L.R. Dag No. 80 under R.S. Khatian No. 428, 228 and 217 and at present L.R. Khatian No. 125, 480, 697 and 712 situate and lying at Mouza - Uttar Kajirhat under Paschim Bishnupur Gram Panchayat, P.S. - Bishnupur, A.D.S.R. Bishnupur in the district of 24 Parganas (South) to Palan Naskar.

**THAT THEREAFTER** by a registered deed of conveyance dated 29.2.1993 registered in the A.D.S.R. Bishnupur and recorded in Book

No. 1, Vol No. 11, pages from 195 to 198, being no. 1080 for the year 1993 the said Usha Sardar sold conveyed and transferred 16.40 Decimals comprised in R.S. & L.R. Dag No. 80 under R.S. Khatian No. 428, 228 and 217 and at present L.R. Khatian No. 125, 480, 697 and 712 situate and lying at Mouza - Uttar Kajirhat under Paschim Bishnupur Gram Panchayat, P.S. - Bishnupur, A.D.S.R. Bishnupur in the district of 24 Parganas (South) to Palan Naskar.

**THAT** therefore the said Palan Naskar became the owner of ALL THAT 65.60 Decimals of land comprised in R.S. & L.R. Dag No. 80 under R.S. Khatian No. 428, 228 and 217 and at present L.R. Khatian No. 125, 480, 697 and 712 situate and lying at Mouza - Uttar Kajirhat under Paschim Bishnupur Gram Panchayat, P.S. - Bishnupur, A.D.S.R. Bishnupur in the district of 24 Parganas (South).

**THEREAFTER** by a registered deed of conveyance dated 11<sup>th</sup> July 2014 registered in the A.D.S.R. Bishnupur and recorded in Book -I, CD Vol No. 15, Pages from 263 to 278, being no. 03768 for the year 2014 the said Palan Naskar sold conveyed and transferred ALL THAT 65.60 Decimals of land comprised in R.S. & L.R. Dag No. 80 under R.S. Khatian No. 428, 228 and 217 and at present L.R. Khatian No. 125, 480, 697 and 712 situate and lying at Mouza - Uttar Kajirhat under Paschim Bishnupur Gram Panchayat, P.S. - Bishnupur, A.D.S.R. Bishnupur in the district of 24 Parganas (South) to Charles Commercial Private Limited.

*(Out of 65.60 Decimals land in Dag No. 80 project area is 30.90 Decimals)*

**iv. R.S. & L.R. DAG NO. 81**

**WHEREAS** by virtue of a registered deed of conveyance dated 28<sup>th</sup> April 2008, registered in the office of the Additional Registrar of Assurances - I, Kolkata, recorded in Book No. I, CD Vol No. 04, Pages 8204 to 8220, being no. 01576 for the year 2010 made between **Anath Nath Naskar** therein referred to as the Vendor of the One Part sold, transferred and conveyed ALL THAT piece and parcel of Sali land admeasuring 32 Decimals comprised in R.S. Dag No. 81 corresponding to L.R. Dag No. 81, under L.R. Khatian No. 24, situate and lying at Mouza - Uttar Kajirhat under Paschim Bishnupur Gram Panchayat, P.S. - Bishnupur, A.D.S.R. Bishnupur in the district of 24 Parganas (South) to **Gateway IT Infrastructure Private Limited**

**AND THEREAFTER** by virtue of a registered deed of conveyance dated 31<sup>st</sup> March, 2016, registered in the office of the Additional District Sub Registrar, Bishnupur, recorded in Book No. I, CD Vol No. 1613-2016, Pages 41588 to 41608, being no. 01818 for the year 2016 made between **Gateway IT Infrastructure Private Limited** therein referred to as the Vendor of the One Part sold, transferred and conveyed ALL THAT piece and parcel of Sali land admeasuring 32 Decimals comprised in R.S. Dag No. 81 corresponding to L.R. Dag No. 81, under L.R. Khatian No. 24, situate and lying at Mouza - Uttar Kajirhat under Paschim Bishnupur Gram Panchayat, P.S. - Bishnupur, A.D.S.R. Bishnupur in the district of 24 Parganas (South) to **Shiv Niketan Private Limited**

*(Out of 32 Decimals land in Dag No. 81 project area is 7.60 Decimals)*

**v. R.S. & L.R. DAG NO. 81/1046**

## **PART - I**

**THAT** by a registered deed of conveyance dated 22<sup>nd</sup> June, 2010, registered in the A.D.S.R Bishnupur and recorded in Book No.I, C D Vol No. 12, Pages 943 to 958, being no. 3777 for the year 2010, the vendors namely **Santosh Biswas, Tulsi Biswas, Somen Biswas and Suchitra Naskar** sold conveyed and transferred ALL THAT piece and parcel of Sali land admeasuring 4.67 Decimals be the same a little more or less comprised in R.S. Dag No. 81/1046 corresponding to L.R. Dag No. 81/1046, under L.R. Khatian No. 289, Touji No. 3,4,5, J.L. No. 22, R.S. No. 158, situate and lying at Mouza - Uttar Kajirhat, under Paschim Bishnupur Gram Panchayat, P.S. - Bishnupur, A.D.S.R Bishnupur, in the district of 24-Parganas (South) to **Shiv Niketan Private Limited.**

**THAT** thereafter by virtue of a deed of conveyance dated 06<sup>th</sup> September, 2013 registered in the A.D.S.R Bishnupur and recorded in Book I, CD Vol No. 11, Pages from 5255 to 5286 being no. 4806 for the year 2013 one namely **Shiv Niketan Private Limited**, the Vendor therein sold, conveyed and transferred ALL THAT piece and parcel of Sali land admeasuring 4.67 Decimals comprised in R.S. Dag No. 81/1046 corresponding to L.R. Dag No. 81/1046 under L.R. Khatian No. 289 situate and lying at Mouza - Uttar Kajirhat, J.L. No. 22, under Paschim Bishnupur Gram Panchayat, P.S. - Bishnupur, A.D.S.R. Bishnupur in the district of 24 Parganas (South) to **OM Towers Private Limited.**

## **PART-II**

By a registered deed of conveyance being no. 2479 for the year 2010 the vendors being **1) Shanti Halder 2) Kudo Bala Mondal** sold, conveyed and transferred ALL THAT piece of parcel of land admeasuring 2.33 Decimals comprised in R.S. Dag No. 81/1046 corresponding to L.R. Dag No. 81/1046 under L.R. Khatian No. 289 Touji No. 3,4,5, J.L. No. 22, R.S. No. 158, situate and lying at Mouza - Uttar Kajirhat, under Paschim Bishnupur Gram Panchayat, P.S. - Bishnupur, A.D.S.R Bishnupur, in the district of 24-Parganas (South) to **Shiv Niketan Private Limited.**

### **vi. R.S. & L.R. DAG NO. 81/1047**

## **PART - I**

**THAT** by a registered deed of conveyance dated 22<sup>nd</sup> June, 2010, registered in the A.D.S.R Bishnupur and recorded in Book No.I, C D Vol No. 12, Pages 943 to 958, being no. 3777 for the year 2010, the vendors namely **Santosh Biswas, Tulsi Biswas, Somen Biswas and Suchitra Naskar** sold conveyed and transferred ALL THAT piece and parcel of Sali land admeasuring 5.33 Decimals be the same a little more or less comprised in R.S. Dag No. 81/1047 corresponding to L.R. Dag No. 81/1047, under L.R. Khatian No. 289, Touji No. 3,4,5, J.L. No. 22, R.S. No. 158, situate and lying at Mouza - Uttar Kajirhat, under Paschim Bishnupur Gram Panchayat, P.S. -

Bishnupur, A.D.S.R Bishnupur, in the district of 24-Parganas (South) to **Shiv Niketan Private Limited.**

**THAT** thereafter by virtue of a deed of conveyance dated 06<sup>th</sup> September, 2013 registered in the A.D.S.R Bishnupur and recorded in Book I, CD Vol No. 11, Pages from 5255 to 5286 being no. 4806 for the year 2013 one namely **Shiv Niketan Private Limited**, the Vendor therein sold, conveyed and transferred ALL THAT piece and parcel of Sali land admeasuring 5.33 Decimals be the same a little more or less comprised in R.S. Dag No. 81/1047 corresponding to L.R. Dag No. 81/1047, under L.R. Khatian No. 289, Touji No. 3,4,5, J.L. No. 22, R.S. No. 158, situate and lying at Mouza - Uttar Kajirhat, under Paschim Bishnupur Gram Panchayat, P.S. - Bishnupur, A.D.S.R Bishnupur, in the district of 24-Parganas (South) to **OM Towers Private Limited.**

## **PART - II**

By a registered deed of conveyance being no. 2479 for the year 2010 the vendors being **1) Shanti Halder 2) Kudo Bala Mondal** sold, conveyed and transferred ALL THAT piece of parcel of land admeasuring 2.67 Decimals comprised in R.S. Dag No. 81/1047 corresponding to L.R. Dag No. 81/1047 under L.R. Khatian No. 289 Touji No. 3,4,5, J.L. No. 22, R.S. No. 158, situate and lying at Mouza - Uttar Kajirhat, under Paschim Bishnupur Gram Panchayat, P.S. - Bishnupur, A.D.S.R Bishnupur, in the district of 24-Parganas (South) to **Shiv Niketan Private Limited.**



**vii. R.S. & L.R. DAG NO. 82**

**WHEREAS** by virtue of a registered deed of conveyance dated 13<sup>TH</sup> May 1970, registered in the office of the Additional District Sub Registrar, Bishnupur, recorded in Deed No. 4491 for the year 1970 made between **Bijay Krishna Mondal** therein referred to as the Vendor of the One Part sold, transferred and conveyed ALL THAT piece and parcel of Sali land admeasuring 18 Decimals comprised in R.S. Dag No. 82 corresponding to L.R. Dag No. 82, under R.S. Khatian No. 452 & L.R. Khatian No. 448, situate and lying at Mouza - Uttar Kajirhat under Paschim Bishnupur Gram Panchayat, P.S. - Bishnupur, A.D.S.R. Bishnupur in the district of 24 Parganas (South) to **Late Panchu Charan Sardar**.

**AND THEREAFTER** the said Panchu Charan Sardar died intestate leaving behind his legal heirs out of which his two sons namely **Ranjit Sardar and Rampad Sardar** inherited 5.14 Decimals of land out of the 18 Decimals comprised in R.S. Dag No. 82 corresponding to L.R. Dag No. 82, under R.S. Khatian No. 452 & L.R. Khatian No. 448, situate and lying at Mouza - Uttar Kajirhat under Paschim Bishnupur Gram Panchayat, P.S. - Bishnupur, A.D.S.R. Bishnupur in the district of 24 Parganas (South)

AND THEREAFTER by virtue of a registered deed of conveyance dated 14<sup>th</sup> January, 2016, registered in the office of the Additional District Sub Registrar, Bishnupur, recorded in Book I, Vol No. 1613 - 2016, Pages from 4737 to 4753, being deed No. 0166 for the year 2016 made between **Ranjit Sardar and Rampad Sardar** therein referred to as the Vendors of the One Part sold, transferred and conveyed ALL THAT piece and parcel of Sali land admeasuring 5.14 Decimals

comprised in R.S. Dag No. 82 corresponding to L.R. Dag No. 82, under R.S. Khatian No. 452 & L.R. Khatian No. 448, situate and lying at Mouza - Uttar Kajirhat under Paschim Bishnupur Gram Panchayat, P.S. - Bishnupur, A.D.S.R. Bishnupur in the district of 24 Parganas (South) to **Tirupati Carrier Limited**

**viii. R.S. & L.R. DAG NO. 83**

**WHEREAS** by virtue of a registered deed of conveyance dated 24<sup>th</sup> June 1966, registered in the office of the Additional District Sub Registrar, Bishnupur, recorded in Book I, Vol No. 75, Pages from 214 to 216, being no. 8404 for the year 1966 made between **Pulin Chandra Naskar and Dulal Chandra Naskar** therein referred to as the Vendor of the One Part sold, transferred and conveyed ALL THAT piece and parcel of Sali land admeasuring 9 Decimals comprised in R.S. Dag No. 83 corresponding to L.R. Dag No. 83, under R.S. Khatian No. 451, situate and lying at Mouza - Uttar Kajirhat, J.L. No. 22, under Paschim Bishnupur Gram Panchayat, P.S. - Bishnupur, A.D.S.R. Bishnupur in the district of 24 Parganas (South) to **Atul Krishna Mondal**.

**THEREAFTER** the said Atul Krishna Mondal died intestate leaving behind his only son Panchanan Mondal as his only legal heir who under the Indian Succession Act 1925, became the absolute owner of ALL THAT piece and parcel of Sali land admeasuring 9 Decimals comprised in R.S. Dag No. 83 corresponding to L.R. Dag No. 83, under R.S. Khatian No. 451, situate and lying at Mouza - Uttar Kajirhat, J.L. No. 22, under Paschim Bishnupur Gram Panchayat,

P.S. - Bishnupur, A.D.S.R. Bishnupur in the district of 24 Parganas (South).

**THAT THEREAFTER** by a registered deed of conveyance dated 2<sup>nd</sup> March 2009 registered in the office of the Additional District Sub Registrar, Bishnupur, recorded in Book I, CD Vol No. 5, Pages from 2604 to 2615, being no. 01171 for the year 2009 made between **Panchanan Mondal** therein referred to as the Vendor of the One Part sold, transferred and conveyed ALL THAT piece and parcel of Sali land admeasuring 9 Decimals comprised in R.S. Dag No. 83 corresponding to L.R. Dag No. 83, under R.S. Khatian No. 451, situate and lying at Mouza - Uttar Kajirhat, J.L. No. 22, under Paschim Bishnupur Gram Panchayat, P.S. - Bishnupur, A.D.S.R. Bishnupur in the district of 24 Parganas (South) to **Shiv Niketan Private Limited.**

*(Out of 9.00 Decimals land in Dag No. 83 project area is 4.26 Decimals)*

**ix. R.S. & L.R. DAG NO. 404**

**PART I**

**THAT** at all material times one namely Sibumondal was the absolute owner of ALL THAT piece and parcel of Sali land admeasuring 8.25 Decimals comprised in R.S. Dag No. 404 corresponding to L.R. Dag No. 404, under L.R. Khatian No. 275, situate and lying at Mouza - Uttar Kajirhat, J.L. No. 22, under Paschim Bishnupur Gram Panchayat, P.S. - Bishnupur, A.D.S.R. Bishnupur in the district of 24 Parganas (South).

**THAT** thereafter the said Sibud Mondal died intestate leaving behind his wife Chapla Mondal as his only legal heir, who by way of inheritance became the absolute owner of ALL THAT piece and parcel of Sali land admeasuring 8.25 Decimals comprised in R.S. Dag No. 404 corresponding to L.R. Dag No. 404, under L.R. Khatian No. 275, situate and lying at Mouza - Uttar Kajirhat, J.L. No. 22, under Paschim Bishnupur Gram Panchayat, P.S. - Bishnupur, A.D.S.R. Bishnupur in the district of 24 Parganas (South).

**THAT** thereafter by virtue of a deed of conveyance dated 23<sup>rd</sup> June 2005, registered in the A.D.S.R Bishnupur and recorded in Book I, Vol No. 1613-2015, Pages from 9411 to 9430, being no. 03376 for the year 2015, the said ***Chapla Mondal*** sold, conveyed and transferred ALL THAT piece and parcel of Sali land admeasuring 8.25 Decimals comprised in R.S. Dag No. 404 corresponding to L.R. Dag No. 404, under L.R. Khatian No. 275, situate and lying at Mouza - Uttar Kajirhat, J.L. No. 22, under Paschim Bishnupur Gram Panchayat, P.S. - Bishnupur, A.D.S.R. Bishnupur in the district of 24 Parganas (South) to ***Charles Commercial Private Limited.***

## **PART II**

**THAT** at all material times one trust by the name of Sri Sri Kalimata Thakurani represented by Panchanan Naskar was the recorded owner of ALL THAT piece and parcel of Sali land admeasuring 16.38 Decimals comprised in R.S. Dag No. 404 corresponding to L.R. Dag No. 404 under L.R. Khatian No. 166, situate and lying at Mouza - Uttar Kajirhat, J.L. No. 22, under Paschim Bishnupur Gram

Panchayat, P.S. - Bishnupur, A.D.S.R. Bishnupur in the district of 24 Parganas (South)

**THAT** thereafter the said Panchanan Naskar died intestate leaving behind his son namely Shri. Sankar Saran Naskar who became the representative of Sri Sri Kalimata Thakurani and inherited **ALL THAT** piece and parcel of Sali land admeasuring 16.38 Decimals comprised in R.S. Dag No. 404 corresponding to L.R Dag No. 404 under L.R. Khatian No. 166, situate and lying at Mouza - Uttar Kajirhat, J.L. No. 22, under Paschim Bishnupur Gram Panchayat, P.S. - Bishnupur, A.D.S.R. Bishnupur in the district of 24 Parganas (South)

**THAT** at present due to requirement of funds in order to repair the mandir of Sri Sri Kalimata Thakurani, the said Shri. Sankar Saran Naskar offered to sell **ALL THAT** piece and parcel of Sali land admeasuring 16.38 Decimals comprised in R.S. Dag No. 404 corresponding to L.R Dag No. 404 under L.R. Khatian No. 166, situate and lying at Mouza - Uttar Kajirhat, J.L. No. 22, under Paschim Bishnupur Gram Panchayat, P.S. - Bishnupur, A.D.S.R. Bishnupur in the district of 24 Parganas (South)

**THAT THEREAFTER** by a deed of conveyance dated 28<sup>th</sup> August 2015, registered in the A.D.S.R Bishnupur and recorded in Book I, Vol No. 1613-2015, pages from 30808 to 30823, being no. 4634 for the year 2015 the said ***Sri Sri Kalimata Thakurani represented by Shri Sankar Saran Naskar*** the vendor therein sold, conveyed and transferred **ALL THAT** piece and parcel of Sali land admeasuring 16.38 Decimals comprised in R.S. Dag No. 404 corresponding to L.R Dag No. 404 under L.R. Khatian No. 166, situate and lying at Mouza - Uttar Kajirhat, J.L. No. 22, under Paschim Bishnupur Gram

Panchayat, P.S. - Bishnupur, A.D.S.R. Bishnupur in the district of 24 Parganas (South) to ***Tirupati Carrier Limited.***

### **PART III**

By virtue of a registered deed of conveyance dated 04.05.1970 registered in the A.D.S.R. Bishnupur and recorded in Book No. I, Vol No. 45, Pages from 188 to 190, being no. 4176 for the year 1970 one namely Santu Charan Dolui sold, conveyed and transferred ALL THAT piece and parcel of land admeasuring 23.25 Decimals comprised in R.S. Dag No. 404 corresponding to L.R. Dag No. 404 under R.S. Khatian No. 25 situate and lying at Mouza - Uttar Kajirhat, J.L. No. 22, under Paschim Bishnupur Gram Panchayat, P.S. - Bishnupur, A.D.S.R. Bishnupur in the district of 24 Parganas (South) to Anath Nath Mondal.

**THAT** the said Anath Nath Mondal died intestate leaving behind him his legal heirs namely 1) Sarla Bala Dasi 2) Samarendra Nath Mondal 3) Bikash Mondal who inherited ALL THAT piece and parcel of land admeasuring 23.25 Decimals comprised in R.S. Dag No. 404 corresponding to L.R. Dag No. 404 under R.S. Khatian No. 25 situate and lying at Mouza - Uttar Kajirhat, J.L. No. 22, under Paschim Bishnupur Gram Panchayat, P.S. - Bishnupur, A.D.S.R. Bishnupur in the district of 24 Parganas (South).

**THAT** thereafter by a registered power of attorney dated 18.05.2006 registered at DSR IV, Alipore and recorded in Book IV, Vol No. 1, Pages from 639 to 648 being no 00089 for the year 2006 the said 1) Sarla Bala Dasi 2) Samarendra Nath Mondal 3) Bikash Mondal executed a power of attorney in favour of Shri Mridul Mondal to

maintain or to sell ALL THAT piece and parcel of land admeasuring 23.25 Decimals comprised in R.S. Dag No. 404 corresponding to L.R. Dag No. 404 under R.S. Khatian No. 25 situate and lying at Mouza - Uttar Kajirhat, J.L. No. 22, under Paschim Bishnupur Gram Panchayat, P.S. - Bishnupur, A.D.S.R. Bishnupur in the district of 24 Parganas (South) to any prospective buyer.

**THAT** thereafter by a deed of conveyance in the year 2012 the said ***Mridul Mondal*** by a deed of conveyance being no. 240 for the year 2012 sold conveyed and transferred ALL THAT piece and parcel of land admeasuring 23.25 Decimals comprised in R.S. Dag No. 404 corresponding to L.R. Dag No. 404 under R.S. Khatian No. 25 situate and lying at Mouza - Uttar Kajirhat, J.L. No. 22, under Paschim Bishnupur Gram Panchayat, P.S. - Bishnupur, A.D.S.R. Bishnupur in the district of 24 Parganas (South) to ***Pratibha Mondal***

By a registered deed of conveyance dated 31.07.2015 registered in the A.D.S.R. Bishnupur and recorded in Book I, Vol No. 1613-2015, pages from 21035 to 21052, being no. 04096 for the year 2015 the said ***Pratibha Mondal*** being the vendor thereon sold conveyed and transferred ALL THAT piece and parcel of land admeasuring 23.25 Decimals comprised in R.S. Dag No. 404 corresponding to L.R. Dag No. 404 under R.S. Khatian No. 25 situate and lying at Mouza - Uttar Kajirhat, J.L. No. 22, under Paschim Bishnupur Gram Panchayat, P.S. - Bishnupur, A.D.S.R. Bishnupur in the district of 24 Parganas (South) to ***Charles Commercial Private Limited.***

**PART IV:-**

By virtue of a deed of conveyance dated 24<sup>th</sup> August 2009 registered in the A.D.S.R Bishnupur and recorded in Book I, C.D. Vol No. 15, Pages from 6046 to 6055 being no. 4862 for the year 2009 one namely ***Paribala Naskar*** sold transferred and conveyed ALL THAT piece and parcel of Sali land admeasuring 8.25 Decimals comprised in R.S. Dag No. 404 corresponding to L.R. Dag No. 404 under L.R. Khatian No. 668 situate and lying at Mouza - Uttar Kajirhat, J.L. No. 22, under Paschim Bishnupur Gram Panchayat, P.S. - Bishnupur, A.D.S.R. Bishnupur in the district of 24 Parganas (South) to ***Shiv Niketan Private Limited.***

**THAT** thereafter by virtue of a deed of conveyance dated 06<sup>th</sup> September, 2013 registered in the A.D.S.R Bishnupur and recorded in Book I, CD Vol No. 11, Pages from 5255 to 5286 being no. 4806 for the year 2013 one namely ***Shiv Niketan Private Limited***, the Vendor therein sold, conveyed and transferred ALL THAT piece and parcel of Sali land admeasuring 8.25 Decimals comprised in R.S. Dag No. 404 corresponding to L.R. Dag No. 404 under L.R. Khatian No. 668 situate and lying at Mouza - Uttar Kajirhat, J.L. No. 22, under Paschim Bishnupur Gram Panchayat, P.S. - Bishnupur, A.D.S.R. Bishnupur in the district of 24 Parganas (South) to ***OM Towers Private Limited.***

**x. R.S. & L.R. DAG NO. 405/1145**

**WHEREAS** by a registered deed of conveyance dated 14<sup>th</sup> July 2008, registered in the office of the A.R.A. - I, Kolkata recorded in Book No. I, C.D. Volume No. 24, Pages from 695 to 713, being no. 09670 for



the year 2010, one namely **Adhir Chandra Naskar** being the vendor therein sold transferred and conveyed ALL THAT piece and parcel of Sali land admeasuring 13 Decimals be the same a little more or less, comprised in R.S. Dag No. 405/1145 corresponding to L.R. Dag No. 405/1145 under L.R. Khatian No. 17, Touji No. 3,4,5, J.L. No. 22, R.S. No. 158, situate and lying at Mouza - Uttar Kajirhat, under Paschim Bishnupur Gram Panchayat, P.S. - Bishnupur, A.D.S.R Bishnupur, in the district of 24-Parganas (South) to **D.H Infratech Pvt. Ltd.**

**WHEREAS** by a registered deed of conveyance dated 14<sup>th</sup> July 2008, registered in the office of the A.R.A. - I, Kolkata recorded in Book No. I, C.D. Volume No. 24, Pages from 673 to 694, being no. 09669 for the year 2010, the vendors namely **Chikan Naskar & Ors** sold transferred and conveyed ALL THAT piece and parcel of Sali land admeasuring 13 Decimals be the same a little more or less, comprised in R.S. Dag No. 405/1145 corresponding to L.R. Dag No. 405/1145 under L.R. Khatian No. 745, Touji No. 3,4,5, J.L. No. 22, R.S. No. 158, situate and lying at Mouza - Uttar Kajirhat, under Paschim Bishnupur Gram Panchayat, P.S. - Bishnupur, A.D.S.R Bishnupur, in the district of 24-Parganas (South) to **D.H Infratech Pvt. Ltd.**

**WHEREAS** by a registered deed of conveyance dated 06<sup>th</sup> August, 2014 registered in the office of the A.D.S.R, Bishnupur recorded in Book No. I, C.D. Volume No. 17, Pages from 2905 to 2927, being no. 04306 for the year 2014, the vendor namely **D.H. Infratech Pvt. Ltd.** sold transferred and conveyed ALL THAT piece and parcel of Sali land admeasuring 26 Decimals be the same a little more or less, comprised in R.S. Dag No. 405/1145 corresponding to L.R. Dag No.

405/1145 under L.R. Khatian No. 1232, Touji No. 3,4,5, J.L. No. 22, R.S. No. 158, situate and lying at Mouza - Uttar Kajirhat, under Paschim Bishnupur Gram Panchayat, P.S. - Bishnupur, A.D.S.R Bishnupur, in the district of 24-Parganas (South) to **Charles Commercial Pvt. Ltd.**

**xi. R.S. & L.R. DAG NO. 405/1147**

**WHEREAS** by a registered deed of conveyance dated 13<sup>th</sup> March 2008, registered in the office of the A.R.A. - I, Kolkata recorded in Book No. I, C.D. Volume No. 31, Pages from 9244 to 9268, being no. 13761 for the year 2009, the vendors namely **Shaiba Naskar & Ors** sold transferred and conveyed ALL THAT piece and parcel of Sali land admeasuring 18.75 Decimals be the same a little more or less, comprised in R.S. Dag No. 405/1147 corresponding to L.R. Dag No. 405/1147 under L.R. Khatian No. 462, Touji No. 3,4,5, J.L. No. 22, R.S. No. 158, situate and lying at Mouza - Uttar Kajirhat, under Paschim Bishnupur Gram Panchayat, P.S. - Bishnupur, A.D.S.R Bishnupur, in the district of 24-Parganas (South) to **D.H Infratech Pvt. Ltd.**

**WHEREAS** by a registered deed of conveyance dated 29<sup>th</sup> August 2008, registered in the office of the A.R.A. - I, Kolkata recorded in Book No. I, C.D. Volume No. 24, Pages from 6811 to 6832, being no. 09964 for the year 2010, the vendors namely **Bina Naskar & Ors** sold transferred and conveyed ALL THAT piece and parcel of Sali land admeasuring 1.25 Decimals be the same a little more or less, comprised in R.S. Dag No. 405/1147 corresponding to L.R. Dag No. 405/1147 under L.R. Khatian No. 462, Touji No. 3,4,5, J.L. No. 22, R.S. No. 158, situate and lying at Mouza - Uttar Kajirhat, under

Paschim Bishnupur Gram Panchayat, P.S. - Bishnupur, A.D.S.R Bishnupur, in the district of 24-Parganas (South) to ***D.H Infratech Pvt. Ltd.***

**WHEREAS** by a registered deed of conveyance dated 06<sup>th</sup> August 2014 registered in the office of the A.D.S.R, Bishnupur recorded in Book No. I, C.D. Volume No. 17, Pages from 2905 to 2927, being no. 04306 for the year 2014, the vendor namely ***D.H. Infratech Pvt. Ltd.*** sold transferred and conveyed ALL THAT piece and parcel of Sali land admeasuring 20 Decimals be the same a little more or less, comprised in R.S. Dag No. 405/1147 corresponding to L.R. Dag No. 405/1147 under L.R. Khatian No. 1232, Touji No. 3,4,5, J.L. No. 22, R.S. No. 158, situate and lying at Mouza - Uttar Kajirhat, under Paschim Bishnupur Gram Panchayat, P.S. - Bishnupur, A.D.S.R Bishnupur, in the district of 24-Parganas (South) to ***Charles Commercial Pvt. Ltd.***

**xii. R.S. & L.R. DAG NO. 407**

**WHEREAS** by a registered deed of conveyance dated 14<sup>th</sup> July 2008 registered in the office of the A.R.A. - I, Kolkata and recorded in Book -I, C.D. Vol No. 24, Pages 673 to 694, being no. 09669 for the year 2010 the vendors namely ***Chikan Naskar & Ors*** sold, transferred, and conveyed ALL THAT piece and parcel of Sali (agricultural) land admeasuring 4 Decimals be the same a little more or less comprised in R.S. Dag No. 407 corresponding to L.R. Dag No. 407 under L.R. Khatian No. 745, Touji No. 3,4,5, J.L. No. 22, R.S. No. 158, situate

and lying at Mouza - Uttar Kajirhat, under Paschim Bishnupur Gram Panchayat, P.S. - Bishnupur, A.D.S.R Bishnupur, in the district of 24-Parganas (South) to **D.H Infratech Pvt. Ltd.**

**WHEREAS** by a registered deed of conveyance dated 14<sup>th</sup> July 2008 registered in the office of the A.R.A. - I, Kolkata and recorded in Book -I, C.D. Vol No. 24, Pages 695 to 713, being no. 09670 for the year 2010 the vendor namely **Adhir Chandra Naskar** sold, transferred, and conveyed ALL THAT piece and parcel of Sali (agricultural) land admeasuring 4 Decimals be the same a little more or less comprised in R.S. Dag No. 407 corresponding to L.R. Dag No. 407 under L.R. Khatian No. 17, Touji No. 3,4,5, J.L. No. 22, R.S. No. 158, situate and lying at Mouza - Uttar Kajirhat, under Paschim Bishnupur Gram Panchayat, P.S. - Bishnupur, A.D.S.R Bishnupur, in the district of 24-Parganas (South) to **D.H Infratech Pvt. Ltd.**

**WHEREAS THEREAFTER** by a registered deed of conveyance dated 26<sup>th</sup> June 2014 registered in the office of the A.D.S.R, Bishnupur recorded in Book No. I, C.D. Volume No. 12, Pages from 3025 to 3055, being no. 03325 for the year 2014, the vendor namely **D.H. Infratech Pvt. Ltd.** sold transferred and conveyed ALL THAT piece and parcel of Sali land admeasuring 8.00 Decimals be the same a little more or less, comprised in R.S. Dag No. 407 corresponding to L.R. Dag No. 407 under L.R. Khatian No. 1232, Touji No. 3,4,5, J.L. No. 22, R.S. No. 158, situate and lying at Mouza - Uttar Kajirhat, under Paschim Bishnupur Gram Panchayat, P.S. - Bishnupur, A.D.S.R Bishnupur, in the district of 24-Parganas (South) to **Charles Commercial Pvt. Ltd.**

(Out of 8.00 Decimals land in Dag No. 407 project area is 5.07 Decimals)

**xiii. R.S. & L.R. DAG NO. 408**

**WHEREAS** by a registered deed of conveyance dated 19<sup>th</sup> July 2007 registered in the office of the A.R.A. - I, Kolkata and recorded in Book -I, Vol No. 1, Pages 01 to 18, being no. 12573 for the year 2007 the vendors namely ***Paritosh Mondal & Ors*** sold, transferred, and conveyed ALL THAT piece and parcel of Sali (agricultural) land admeasuring 16 Decimals be the same a little more or less comprised in R.S. Dag No. 408 corresponding to L.R. Dag No. 408 under L.R. Khatian No. 1012 Touji No. 3,4,5, J.L. No. 22, R.S. No. 158, situate and lying at Mouza - Uttar Kajirhat, under Paschim Bishnupur Gram Panchayat, P.S. - Bishnupur, A.D.S.R Bishnupur, in the district of 24-Parganas (South) to ***D.H Infratech Pvt. Ltd.***

**WHEREAS** by a registered deed of conveyance dated 26<sup>th</sup> June 2014 registered in the office of the A.D.S.R, Bishnupur recorded in Book No. I, C.D. Volume No. 12, Pages from 3025 to 3055, being no. 03325 for the year 2014, the vendor namely ***D.H. Infratech Pvt. Ltd.*** sold transferred and conveyed ALL THAT piece and parcel of Sali land admeasuring 16.00 Decimals be the same a little more or less, comprised in R.S. Dag No. 408 corresponding to L.R. Dag No. 408 under L.R. Khatian No. 1232, Touji No. 3,4,5, J.L. No. 22, R.S. No. 158, situate and lying at Mouza - Uttar Kajirhat, under Paschim Bishnupur Gram Panchayat, P.S. - Bishnupur, A.D.S.R Bishnupur, in the district of 24-Parganas (South) to ***Charles Commercial Pvt. Ltd.***

(Out of 16 Decimals land in Dag No. 408 project area is 10.70 Decimals)

**xiv. R.S. & L.R. DAG NO. 411**

**WHEREAS** by a registered deed of conveyance dated 12<sup>th</sup> June 2007 registered in the office of the A.R.A. - I, Kolkata recorded in Book No. I, Volume No. I, Pages from 01 to 18, being no. 11946 for the year 2007 the vendors being ***Palash Mondal & Ors*** sold conveyed and transferred ALL THAT piece and parcel of Sali land admeasuring 18.40 Decimals comprised in R.S. Dag No. 411 corresponding to L.R. Dag No. 411 under L.R. Khatian No. 722 & 826 Touji No. 3,4,5, J.L. No. 22, R.S. No. 158, situate and lying at Mouza - Uttar Kajirhat, under Paschim Bishnupur Gram Panchayat, P.S. - Bishnupur, A.D.S.R Bishnupur, in the district of 24-Parganas (South) to ***D.H Infratech Pvt. Ltd.***

**WHEREAS** by a registered deed of conveyance dated 19<sup>th</sup> September 2007 registered in the office of the A.R.A. - I, Kolkata recorded in Book No. I, CD Volume No. 31, Pages from 9432 to 9449, being no. 13764 for the year 2009 the vendor being ***Mayarani Mondal*** sold conveyed and transferred ALL THAT piece and parcel of Sali land admeasuring 19 Decimals comprised in R.S. Dag No. 411 corresponding to L.R. Dag No. 411 under L.R. Khatian No. 14 & 124, Touji No. 3,4,5, J.L. No. 22, R.S. No. 158, situate and lying at Mouza - Uttar Kajirhat, under Paschim Bishnupur Gram Panchayat, P.S. - Bishnupur, A.D.S.R Bishnupur, in the district of 24-Parganas (South) to ***D.H Infratech Pvt. Ltd.***

**WHEREAS** by a registered deed of conveyance dated 28<sup>th</sup> May 2008 registered in the office of the A.R.A. - I, Kolkata recorded in Book No. I, CD Volume No. 24, Pages from 6869 to 6891, being no. 09967 for the year 2010 the vendor being ***Panchu Charan Mondal*** sold conveyed and transferred ALL THAT piece and parcel of Sali land admeasuring 19 Decimals comprised in R.S. Dag No. 411 corresponding to L.R. Dag No. 411 under L.R. Khatian No. 14 & 124, Touji No. 3,4,5, J.L. No. 22, R.S. No. 158, situate and lying at Mouza - Uttar Kajirhat, under Paschim Bishnupur Gram Panchayat, P.S. - Bishnupur, A.D.S.R Bishnupur, in the district of 24-Parganas (South) to ***D.H Infratech Pvt. Ltd.***

**THEREAFTER** by virtue of a deed of conveyance dated 24<sup>th</sup> November 2015 registered in the A.D.S.R, Bishnupur and recorded in Book - I, Vol No. 1613-2015, Pages from 59042 to 59062, being no. 5797 for the year 2015, the said ***D.H. Infratech Pvt. Ltd.*** sold conveyed and transferred ALL THAT piece and parcel of Sali land admeasuring 56.40 Decimals comprised in R.S. Dag No. 411 corresponding to L.R. Dag No. 411 under L.R. Khatian No. 1232, Touji No. 3,4,5, J.L. No. 22, R.S. No. 158, situate and lying at Mouza - Uttar Kajirhat, under Paschim Bishnupur Gram Panchayat, P.S. - Bishnupur, A.D.S.R Bishnupur, in the district of 24-Parganas (South) to ***Tirupati Carrier Limited***

*(Out of 56.40 Decimals land in Dag No. 411 project area is 1.80 Decimals)*

**xv. R.S. & L.R. DAG NO. 432**

By a registered deed of conveyance dated 4<sup>th</sup> April 1976 registered in the A.D.S.R Bishnupur and recorded in Book I, Vol No. 63, Pages from 28 to 30, being no. 5605 for the year 1976, the vendors namely **Uttam Kumar Dolui and Purna Chandra Dolui** sold transferred and conveyed ALL THAT piece and parcel of Sali land admeasuring 14.00 Decimals comprised in R.S. Dag No. 432 corresponding to L.R. Dag No. 432 under L.R. Khatian No. 447, Touji No. 3,4,5, J.L. No. 22, R.S. No. 158, situate and lying at Mouza - Uttar Kajirhat, under Paschim Bishnupur Gram Panchayat, P.S. - Bishnupur, A.D.S.R Bishnupur, in the district of 24-Parganas (South) to **Panchucharan Mondal**.

By a registered deed of conveyance dated 24<sup>th</sup> February, 2003 registered in the A.D.S.R Bishnupur and recorded in Book I, Vol No. 19, Pages from 215 to 218, being no. 1456 for the year 2003, the vendor namely **Panchucharan Mondal** sold transferred and conveyed ALL THAT piece and parcel of Sali land admeasuring 14.00 Decimals comprised in R.S. Dag No. 432 corresponding to L.R. Dag No. 432 under L.R. Khatian No. 447, Touji No. 3,4,5, J.L. No. 22, R.S. No. 158, situate and lying at Mouza - Uttar Kajirhat, under Paschim Bishnupur Gram Panchayat, P.S. - Bishnupur, A.D.S.R Bishnupur, in the district of 24-Parganas (South) to **Rakhesh alias Rakesh Naskar**.

**THEREAFTER** By a registered deed of conveyance dated 2<sup>ND</sup> June 2014 registered in the A.D.S.R Bishnupur and recorded in Book I, CD Vol No. 10, pages from 308 to 318, being no. 02797 for the year 2014, the Vendor namely **Rakhesh alias Rakesh Naskar** sold transferred and conveyed ALL THAT piece and parcel of Sali land



admeasuring 14.00 Decimals comprised in R.S. Dag No. 432 corresponding to L.R. Dag No. 432 under L.R. Khatian No. 447, Touji No. 3,4,5, J.L. No. 22, R.S. No. 158, situate and lying at Mouza - Uttar Kajirhat, under Paschim Bishnupur Gram Panchayat, P.S. - Bishnupur, A.D.S.R Bishnupur, in the district of 24-Parganas (South) to **Tirupati Enclave Private Limited.**

*(Out of 14.00 Decimals land in Dag No. 432 project area is 4.30 Decimals)*

**xvi. R.S. & L.R. DAG NO. 433**

By a registered deed of conveyance dated 13<sup>th</sup> February 1991 registered in the A.D.S.R. Bishnupur and recorded in Book I, Vol No. 75, pages from 275 to 280, being no. 930 for the year 1991, one namely **Chabi Bala Sardar** sold, conveyed and transferred ALL THAT piece and parcel of Sali land admeasuring 6.50 Decimals comprised in R.S. Dag No. 432 corresponding to L.R. Dag No. 432 under R.S. Khatian No. 314 Touji No. 3,4,5, J.L. No. 22, R.S. No. 158, situate and lying at Mouza - Uttar Kajirhat, under Paschim Bishnupur Gram Panchayat, P.S. - Bishnupur, A.D.S.R Bishnupur, in the district of 24-Parganas (South) to **Bharat Chandra Mondal.**

**THAT** thereafter the said Bharat Chandra Mondal died intestate leaving behind the following legal heirs 1) Tara Rani Mondal 2) Ajit Mondal 3) Rita Mondal who by way of succession became absolute owners of ALL THAT piece and parcel of Sali land admeasuring 6.50 Decimals comprised in R.S. Dag No. 432 corresponding to L.R. Dag No. 432 under R.S. Khatian No. 314 Touji No. 3,4,5, J.L. No. 22, R.S.

No. 158, situate and lying at Mouza - Uttar Kajirhat, under Paschim Bishnupur Gram Panchayat, P.S. - Bishnupur, A.D.S.R Bishnupur, in the district of 24-Parganas (South).

**THAT THEREAFTER** by a registered deed of conveyance dated 14<sup>th</sup> Jan 2016 registered in the A.D.S.R Bishnupur and recorded in Book - I, Vol No. 1613-2016, Pages from 4719 to 4736, being no. 00180 for the year 2016, the vendors namely **1) Tara Rani Mondal 2) Ajit Mondal 3) Rita Mondal** sold, conveyed and transferred ALL THAT piece and parcel of Sali land admeasuring 6.50 Decimals comprised in R.S. Dag No. 432 corresponding to L.R. Dag No. 432 under R.S. Khatian No. 314 Touji No. 3,4,5, J.L. No. 22, R.S. No. 158, situate and lying at Mouza - Uttar Kajirhat, under Paschim Bishnupur Gram Panchayat, P.S. - Bishnupur, A.D.S.R Bishnupur, in the district of 24-Parganas (South) to **Tirupati Carrier Limited**.

*(Out of 6.50 Decimals land in Dag No. 433 project area is 5.20 Decimals)*

**xvii. R.S. & L.R. DAG NO. 434**

**THAT** by virtue of a deed of conveyance dated 12<sup>th</sup> June 2007, registered in the office of the A.R.A. - I, Kolkata in Book I, Vol No. I, Pages 01 to 18, being no. 11946 for the year 2007, the vendors therein namely **Palash Mondal & Ors** sold conveyed and transferred ALL THAT piece and parcel of Sali land admeasuring 64 Decimals be the same a little more or less comprised in R.S. Dag No. 434 corresponding to L.R. Dag No. 434, under L.R. Khatian No. 14, Touji No. 3,4,5, J.L. No. 22, R.S. No. 158, situate and lying at Mouza - Uttar Kajirhat, under Paschim Bishnupur Gram Panchayat, P.S. -

Bishnupur, A.D.S.R Bishnupur, in the district of 24-Parganas (South) to **D.H. Infratech Pvt. Ltd.**

**THEREAFTER** by a virtue of a registered deed of conveyance dated 06<sup>th</sup> August, 2014 registered in the A.D.S.R. Bishnupur and recorded in Book I, CD Volume No. 17, Pages from 2928 to 2945 being no. 4307 for the year 2014, the vendor therein being **D.H. Infratech** sold conveyed and transferred ALL THAT piece and parcel of Sali land admeasuring 64 Decimals be the same a little more or less comprised in R.S. Dag No. 434 corresponding to L.R. Dag No. 434, under L.R. Khatian No. 14, Touji No. 3,4,5, J.L. No. 22, R.S. No. 158, situate and lying at Mouza - Uttar Kajirhat, under Paschim Bishnupur Gram Panchayat, P.S. - Bishnupur, A.D.S.R Bishnupur, in the district of 24-Parganas (South) to **Charles Commercial Pvt. Ltd**

*(Out of 64.00 Decimals land in Dag No. 434 project area is 15.20 Decimals)*

**xviii. R.S. & L.R. DAG NO. 435**

**THAT** by a registered deed of conveyance dated 7<sup>th</sup> July 2009 registered in A.D.S.R. Bishnupur and recorded in Book I, C D Vol No. 13, Pages 2753 to 2764, being deed no 3814 for the year 2009 the vendors namely **Baski Mondal, Kalpana Naskar and Alpana Mondal** sold conveyed and transferred ALL THAT piece and parcel of Sali land admeasuring 36 Decimals be the same a little more or less comprised in R.S. Dag No. 435 corresponding to L.R. Dag No. 435, under L.R. Khatian No. 560, 144, 99, Touji No. 3,4,5, J.L. No. 22, R.S. No. 158, situate and lying at Mouza - Uttar Kajirhat, under Paschim Bishnupur Gram Panchayat, P.S. - Bishnupur, A.D.S.R

Bishnupur, in the district of 24-Parganas (South) to **Shiv Niketan Private Limited.**

**THAT** thereafter by virtue of a deed of conveyance dated 06<sup>th</sup> September, 2013 registered in the A.D.S.R Bishnupur and recorded in Book I, CD Vol No. 11, Pages from 5255 to 5286 being no. 4806 for the year 2013 one namely **Shiv Niketan Private Limited**, the Vendor therein sold, conveyed and transferred ALL THAT piece and parcel of Sali land admeasuring 36 Decimals be the same a little more or less comprised in R.S. Dag No. 435 corresponding to L.R. Dag No. 435, under L.R. Khatian No. 560, 144, 99, Touji No. 3,4,5, J.L. No. 22, R.S. No. 158, situate and lying at Mouza - Uttar Kajirhat, under Paschim Bishnupur Gram Panchayat, P.S. - Bishnupur, A.D.S.R Bishnupur, in the district of 24-Parganas (South) to **OM Towers Private Limited.**

*(Out of 36.00 Decimals land in Dag No. 435 project area is 22.50 Decimals)*

**AND THEREAFTER** *M/s Charles Commercial Private Limited, M/s OM Towers Private Limited, M/s Tirupati Enclave Private Limited, M/s Tirupati Carriers Limited, M/s Shiv Niketan Limited, vendor herein become the absolute owner having clear and marketable right, title and interest with respect to the property mentioned in Schedule "A" Part 1,*

**SCHEDULE-B**  
**PART-I**  
**(DESIGNATED UNIT)**

ALL THAT the G+1 Bungalow, situated in R.S. & L.R. Dag No. (P) under L.R. Khatian No. \_\_\_\_\_ being Sanction No. \_\_\_\_\_ and Unit No. \_\_\_\_\_ containing more or less a **Carpet Area of \_\_\_\_\_ sq. ft.** and Built Up Area of \_\_\_\_\_ **sq. ft.** more or less on land area of **1.7 Katha (2.805 dec.)** and having built up area of \_\_\_\_\_ **sq. ft.** on the Ground Floor, \_\_\_\_\_ on the First Floor and \_\_\_\_\_ of Stair Head and Attic Room, in the Building Complex namely **BOUGAINVILLAS PHASE-VI** at the said premises and shown in the Unit Plan annexed hereto duly bordered thereon in “RED”

**Allottees:**

1. Signature \_\_\_\_\_

Name \_\_\_\_\_

2. Signature \_\_\_\_\_

Name \_\_\_\_\_

**Promoter:**

Signature \_\_\_\_\_

Name \_\_\_\_\_

**Owner:**

Signature \_\_\_\_\_

Name \_\_\_\_\_

**(As a Constituted Attorney of Vendors and Self)**

**SCHEDULE –C**  
**SPECIFICATION FOR THE BUNGALOW**

**INTERNAL**

**1. Internal Walls:**

- RCC /Brick Wall

**2. Internal Finish:**

- POP finish for the Bungalows
- POP with paint finish for common areas.

**3. Flooring:**

- Interiors – Vitrified/ Anti-skid ceramic Tiles or any other similar.

**4. Kitchen:**

- Counter – Granite / marble / stone with stainless steel sink.
- Dado - Ceramic Tiles.
- Electrical points for Refrigerator, Water Purifier, and Microwave/oven & Exhaust Fan.

**5. Toilet:**

- Tiles for floor or any other similar.
- Walls – Tiles on the walls up to door height.
- Sanitary ware of good quality.
- Chrome plated fittings of good quality
- Electrical point for geyser and exhaust fan.
- Plumbing provision for Hot/Cold water line in shower.

**6. Doors & Windows:**

- Main Door – Flush Door with laminate finish or any other similar.
- Internal Doors – Painted flush doors or any other similar.
- Windows – Aluminium sliding windows or UPVC windows or any other similar.

**7. Electricals:**

- Provision for AC points
- Provision for cable TV, telephone.
- Plug points in all bedrooms, living/dining, kitchen and toilets.
- Concealed wiring with DB /MCB.
- Doorbell point at the main entrance door.
- Modular switches of good quality.

**Allottees:**

1. Signature \_\_\_\_\_  
Name \_\_\_\_\_
  
2. Signature \_\_\_\_\_  
Name \_\_\_\_\_

**Promoter:**

Signature \_\_\_\_\_

Name \_\_\_\_\_

**Owner:**

Signature \_\_\_\_\_

Name \_\_\_\_\_

**(As a Constituted Attorney of the Vendors and Self)**

## **SCHEDULE -E**

### **SPECIFICATION, AMENITIES AND FACILITY OF THE PROJECT**

1. Land comprised in the said Premises.
2. Landscape paths passages and driveways in the said premises other than those reserved by the Promoter for its own use for any purpose and those meant or earmarked or intended to be reserved for parking of motor cars or other vehicles or marked by the Promoter for its exclusive use
3. Overhead water tank with water distribution pipes from such Overhead water tank connecting to the different Bungalow Units.
4. Underground water reservoir, water pump with motor with water distribution pipes to the Overhead water tanks of Towers.
5. Water supply or Deep tube well with water filtration plant (only in case of deep tube well) for water supply.
6. Landscape area.
7. Pathways
8. Jogging track/walkways
9. CCTV Surveillance System
10. Provision for DTH Connection (Centralised)
11. Water waste and sewerage evacuation pipes and drains from the several buildings to the municipal drains.
12. DG Set, its panels, accessories and wirings and space for installation of the same.
13. Such other areas, installations and/or facilities as the Promoter may from time to time specify to form part of the Common Areas and Installations of the Building Complex.



**Allottees:**

1. Signature \_\_\_\_\_

Name \_\_\_\_\_

2. Signature \_\_\_\_\_

Name \_\_\_\_\_

**Promoter:**

Signature \_\_\_\_\_

Name \_\_\_\_\_

**Owner:**

Signature \_\_\_\_\_

Name \_\_\_\_\_

**(As a Constituted Attorney of the Vendors and Self)**

**IN WITNESS WHEREOF** parties hereinabove named have set their respective hands and signed this Agreement for Sale at Kolkata in the presence of attesting witness, signing as such on the day first above written.

**SIGNED AND DELIVERED BY THE WITHIN NAMED:  
ALLOTTEES: (including joint buyers)**

(1) Signature \_\_\_\_\_  
Name \_\_\_\_\_

Address \_\_\_\_\_

(2) Signature \_\_\_\_\_  
Name \_\_\_\_\_

Address \_\_\_\_\_

Please Affix Photographs and Sign across the photograph

Please Affix Photographs and Sign across the photograph

**SIGNED AND DELIVERED BY THE WITHIN NAMED:**

Please Affix Photographs and Sign across the photograph

**Promoter:**

Signature \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

**Owner:**

Signature \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

**(As a Constituted Attorney of  
M/s OM TOWERS PVT LTD  
M/s SHIV NIKETAN LTD  
M/s CHARLES COMMERCIAL PVT LTD  
M/s TIRUPATI CARRIER LIMITED  
M/s TIRUPATI ENCLAVE PVT LTD)**

At \_\_\_\_\_ on \_\_\_\_\_ in the presence of:

**WITNESSES:**

Signature \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

Signature \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

**MEMO OF CONSIDERATION:**

RECEIVED of and from within named ALLOTTEES the  
within mentioned sum of **Rs** \_\_\_\_\_  
( \_\_\_\_\_  
\_\_\_\_\_ ) being total consideration money as per Memo  
below:-


**WITNESSES:**

- 1.
- 2.

\_\_\_\_\_  
**Signature of the PROMOTER**