

DEED OF CONVEYANCE

THIS DEED OF CONVEYANCE made this the day of,
Two Thousand Twenty Three (2023).

BETWEEN

(1) **JITEN COMMERCIAL PRIVATE LIMITED, (PAN-AAACJ7335G),**(2) **KRISTON MERCHANTS PRIVATE LIMITED, (PAN- AABCK2317G),**(3) **RAJWADA DEVELOPERS PRIVATE LIMITED, (PAN - AAECR6254Q),** all three companies registered under the Companies Act, 1956, all having their registered office at 26, MahamayaMandir Road, Police Station:- Sonarpur, Post Office:- Garia, Kolkata- 700 084, duly represented by its Authorized Signatory namely **BIKASH AGARWAL** by virtue of Board Resolution dated 27.01.2016, (4) **SRI PARVEEN AGARWAL (PAN - AGPPA1802M),** son of Late Rajendra Kumar Agarwal, by occupation- Business, (5) **SMT. SARALA AGARWAL, (PAN - ACXPA0964A),** wife of Late Rajendra Kumar Agarwal, by occupation- Business, (6) **SRI RAJKUMAR AGARWAL, (PAN-AHAPA8485A),** son of Late Rajendra Kumar Agarwal, by occupation - Business, No. 4 to 6 are represented by their Constituted Attorney and for self (7) **SRI BIKASH AGARWAL, (PAN-AHAPA8484B),** son of Late Rajendra Kumar Agarwal, by occupation-Business, by virtue of a General Power of Attorney which was duly registered on 29/01/2015 before the office of the A.D.S.R. at Garia and recorded in its Book No. IV, CD. Volume No. 1, Pages from 217 to 226, Being No. 00019 for the year 2015, No. 4-7 are residing at 26, MahamayaMandir Road, Police Station Sonarpur, Post Office Garia, Kolkata- 700 084, (8) **MR. HASMUKH PAREKH (PAN AFTPP2385R) , (AADHAAR NO. 842477855582),** son of Late Shantilal Parekh, (9) **MR. MEHUL PAREKH** alias **MR. MEHUL JAYSUKH PAREKH (PAN AIDPP5714F) (AADHAAR NO. 833003113118),** son of Late

Jaysukh Parekh, and **(10) MR. NIKHIL PAREKH (PAN AKJPP5964B) (AADHAAR NO. 555951301540)**, son of Hasmukh Parekh, all by Nationality – Indian, all by Occupation – Business, all by Religion – Hindu, **8 and 10** presently residing at 3A, Upper Wood Street, Police Station – Shakespeare Sarani, Kolkata – 700017, West Bengal, and **9** residing at 5/1, Russel Street. Police Station – Shakespeare Sarani, Kolkata – 700071, West Bengal, **No. 8 to 10** duly represented by their constituted Attorney **M/S. RAJWADA DEVELOPER, (PAN – AARFR9646N)**, a Partnership Firm having its registered office at 26, Mahamaya Mandir Road, Mahamayatala, Garia, Police Station Sonarpur, Kolkata - 700084, District – South 24 Parganas, West Bengal, represented by its authorized signatory said **No.(7) SRI BIKASH AGARWAL (PAN- AHAPA8484B)**, son of Late Rajendra Kumar Agarwal, by virtue of a Development Power of Attorney which was registered on 19.03.2021 in the office of the A.D.S.R. Garia, South 24 Parganas, recorded in Book No. I, Volume No. 1629-2021, Page from 91222 to 91250, Being No. 162902350 for the year 2021, hereinafter called and referred to as the **“OWNERS/VENDORS”** (which term and expression shall unless excluded by or repugnant to the subject and context be deemed to mean and include their respective heirs, executors, successors-in-office, legal representatives, administrators and assigns) of the **FIRST PART.**

M/S. RAJWADA DEVELOPER, (PAN- AARFR9646N), a Partnership Firm having its registered office at 26, Mahamaya Mandir Road,

Mahamayatala, Post Office - Garia, Police Station - Narendrapur formerly Sonarpur, Kolkata - 700 084, District - 24 Parganas (South), duly represented by its Partners namely, **(1) SRI PARVEEN AGARWAL, (PAN- AGPPA1802M), (AADHAR-683800972303)(2) SRI BIKASH AGARWAL, (PAN- AHAPA8484B), (AADHAR-272383408531) and (3) SRI RAJ KUMAR AGARWAL,(PAN-AHAPA8485A)**, all are sons of Late Rajendra Kumar Agarwal, all are by Occupation- Business, all are by Religion - Hindu, all are by Nationality - Indian, all presently residing at 26, Mahamaya Mandir Road, Mahamayatala, Garia, Police Station- Sonarpur, Kolkata- 700 084, the Partner Nos.1 and 3 i.e. **SRI PARVEEN AGARWAL** and **SRI RAJ KUMAR AGARWAL** represented by their Constituted Attorney the **Partner No.2, SRI BIKASH AGARWAL**, by virtue of a General Power of Attorney which was registered on 03.08.2015 before the office of the A.D.S.R. at Garia and recorded in its Book No. IV, CD. Volume No. 1629 – 2015, Pages from 1590 to 1601, Being No. 162900297 for the year 2015, hereinafter referred to as the **“PROMOTER/DEVELOPER”** (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the partners or partner for the time being of the said firm, the survivor or survivors of them and their respective heirs, executors and administrators of the last surviving partner and his /their assigns) of the **SECOND PART**.

AND

MR./MRS./MS..... (PAN -) (**AADHAR NO -**),son/ daughter/ wife of, by occupation-, by faith-, by nationality – Indian, residing at, Post Office –, Police Station –

....., West Bengal -....., hereinafter called and referred to as the “**PURCHASER**” (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include his/ her/ their respective heirs executors, administrators, legal representatives and assigns) of the **THIRD PART**.

WHEREAS the aforesaid Owners/First Party No. 8 to 10 along with one Sri Joydeep Majumder, son of Late Manik Majumder and Jaysukh Parekh purchased **ALL THAT** piece and parcel of land measuring more or less **06 Cottahs 08 Chittak 10 Sq. Ft.** (the split up of the land being :- 2 Cottahs 9 Chittaks in R.S. Dag No. 3178 under R.S. Khatian No. 491 and 1 Chittak 10 Sq. Ft. in R.S. Dag No. 3186 under R.S. Khatian No. 419 and 2 Chittaks in R.S. Dag No. 3175 under R.S. Khatian No. 492 and 3 Cottahs 12 Chittaks in R.S. Dag No. 3182 under R.S. Khatian No. 492 respectively) lying and situate at Mouza - BarhansFartabad, J.L. No. 47, comprised in R.S. Dag Nos. 3178, 3186, 3175 & 3182 appertaining to R.S. Khatian Nos. 491, 419 & 492 under Police Station Sonarpur, District: South 24 Parganas from the then Owner, Sri Ashoke Kumar Roy son of Sri Radhika Ranjan Roy of 12/1, Mahendra Roy Lane, Police Station Karaya, Kolkata- 700 046, which was duly registered on 22/06/2007 before the office of the A.R.A.- I at Kolkata and recorded in its Book No. I, Volume No. 1, Pages from 1 to 19, Being No. 07485 for the year 2007. It was clearly stated that said Land Owners herein purchased undivided 75% and said Joydeep Majumder purchased undivided 25% out of the said land measuring more or less **6 Cottahs 8 Chittaks 10 Sq.Ft.**

AND WHEREAS thus by virtue of the aforesaid Deed, said **MR. HASMUKH PAREKH, MR. MEHUL PAREKH and MR. NIKHIL PAREKH**, the Owners herein and Mr. Jaysukh Parekh (since deceased) became the absolute joint Owners of the land measuring more or less **04 Cottahs 14 Chittaks 7.5 Sq. Ft.** and said Joydeep Majumder became the absolute Owner of the land measuring more or less **1 Cottah 10 Chittaks 2.5 Sq. Ft.** out of the aforesaid purchased land measuring more or less 6 Cottahs 8 Chittaks 10 Sq. Ft.

AND WHEREAS said Joydeep Majumder while had been enjoying his aforesaid purchased landed property measuring more or less **01 Cottah 10 Chittaks 2.5 Sq. Ft.** sold, conveyed and transferred the same unto and in favour of said **MR. HASMUKH PAREKH, MR. MEHUL PAREKH and MR. NIKHIL PAREKH**, the Owners herein and Mr. Jaysukh Parekh (since deceased), by and under a Deed of Sale which was executed on 16/04/2010 and duly registered on 25/05/2010 before the office of the A.R.A. - I at Kolkata and recorded in its Book No. 1, CD. Volume No. 13, Pages from 2534 to 2548, being No. 05079 for the year 2010.

AND WHEREAS by virtue of a registered Deed of Sale on 19/05/2010, before the office of the A.D.S.R. at Sonarpur and recorded in its Book No. I, CD Volume No. 16, Pages from 5983 to 5997, Being No. 05758 for the year 2010 one Late Sri Rajendra Kumar Agarwal, Sri Parveen Agarwal, Sri Bikash Agarwal, and Sri Rajkumar Agarwal jointly purchased **ALL THAT** piece and parcel of Bastu land measuring more or less **02 Cottahs 15 Chittaks 06 Sq.**

Ft. lying and situate at Mouza- BarhansFartabad, J.L. No. 47, comprised in R.S. Dag No. 3182 appertaining to R.S. Khatian Nos. 491 & 492, within the limits of the Rajpur- Sonarpur Municipality, Police Station Sonarpur District South 24 Parganas from the then lawful Owner Sri Asit Kumar Roy, son of RadhikaRanjan Roy of 12/1, Mahendra Roy Lane, Police Station formerly Beniapukur at present Topsia, Kolkata- 700046.

AND WHEREAS by virtue of a registered Deed of Sale on 27/09/2010, before the office of the A.D.S.R. at Sonarpur and recorded in its Book No. I, CD Volume No. 28, Pages from 138 to 153, Being No. 011183 for the year 2010 one Late Sri Rajendra Kumar Agarwal, Sri Parveen Agarwal, Sri Bikash Agarwal and Sri Rajkumar Agarwal jointly purchased **ALL THAT** piece and parcel of Bastu land measuring more or less **06 Cottahs 11 Chittaks**(the split up of the land being :- 02 Cottahs 11 Chittaks 05 Sq. Ft. in R.S. Dag No. 3182 appertaining to R.S. Khatian No. 492 and 03 Cottahs 15 Chittaks 40 Sq. Ft. in R.S. Dag No. 3184 appertaining to R.S. Khatian No. 604) lying and situate at Mouza- BarhansFartabad, J.L. No. 47, comprised in R.S. Dag Nos. 3182 & 3184 appertaining to R.S. Khatian Nos. 492 & 604, within the limits of the Rajpur-Sonarpur Municipality, Police Station Sonarpur District South 24 Parganas from the then lawful Owners Sri Kartick Chandra Naskar, Smt. Anita Naskar, KumariSandhitaNaskar and KumariPiuNaskar of BarhansFartabad (Purba), Police Station Sonarpur, District South 24 Parganas.

AND WHEREAS by virtue of a registered Deed of Sale on 27/09/2010, before the office of the A.D.S.R. at Sonarpur and

recorded in its Book No. I, CD Volume No. 28, Pages from 154 to 167, Being No. 011184 for the year 2010 one Late Sri Rajendra Kumar Agarwal, Sri Parveen Agarwal, Sri Bikash Agarwal and Sri Rajkumar Agarwal jointly purchased **ALL THAT** piece and parcel of Bastu land measuring more or less **03 Chittaks 28 Sq. Ft.** lying and situate at Mouza- BarhansFartabad, J.L. No. 47, comprised in R.S. Dag No. 3185 appertaining to R.S. Khatian No. 263, within the limits of the Rajpur-Sonarpur Municipality, Police Station Sonarpur, District South 24 Parganas from the then lawful Owner, NarendraNath Naskar, Shyamal Naskar & Rabin Naskar of BarhansFartabad, Police Station Sonarpur, District South24 Parganas.

AND WHEREAS by virtue of a registered Deed of Sale on 29/09/2010, before the office of the A.D.S.R. at Sonarpur and recorded in its Book No. I, CD Volume No. 28, Pages from 2441 to 2454, Being No. 011323 for the year 2010 one Rajendra Kumar Agarwal, Sri Parveen Agarwal, Sri Bikash Agarwal and Sri Rajkumar Agarwal jointly purchased **ALL THAT** piece and parcel of land measuring more or less **02 Cottahs 09 Chittaks 30 Sq. Ft.** (the split up of the land being :- 1 Cottah 11 Chittaks 30 Sq. Ft. Bastu land in R.S. Dag No. 3187 appertaining to R.S. Khatian No. 422, 8 Chittaks Bastu land in R.S. Dag No. 3175 appertaining to R.S. Khatian No. 492, 06 Chittaks Bastu land in R.S. Dag No. 3186 appertaining to R.S. Khatian No. 419 lying and situate at Mouza- BarhansFartabad, J.L. No. 47, comprised in R.S. Dag Nos. 3187, 3175 & 3186 appertaining to R.S. Khatian Nos. 422, 492 & 419, within the limits of the Rajpur-Sonarpur Municipality, Police Station Sonarpur District South 24 Parganas from the then lawful Owner, Lakshman

Chandra Naskar of BarhansFartabad, Police Station Sonarpur, District South24 Parganas.

AND WHEREAS by virtue of a registered Deed of Sale on 29/09/2010, before the office of the A.D.S.R. at Sonarpur and recorded in its Book No. I, CD Volume No. 28, Pages from 2394 to 2408, Being No. 011319 for the year 2010 one Rajendra Kumar Agarwal (since deceased), Sri Parveen Agarwal, Sri Bikash Agarwal and Sri Rajkumar Agarwal jointly purchased **ALL THAT** piece and parcel of land measuring more or less **03 Cottah 08 Chittaks** (the split up of the land being:- 01 Cottah 06 Chittaks Bastu land in R.S. Dag No. 3175 appertaining to R.S. Khatian No. 492, 01 Cottah 14 ChittaksBastu land in R.S. Dag No. 3176 appertaining to R.S. Khatian No. 419, 4 ChittaksBastu land in R.S. Dag No. 3178 appertaining to R.S. Khatian No. 491) lying and situate at Mouza-BarhansFartabad, J.L. No. 47, comprised in R.S. Dag Nos. 3175, 3176 & 3178 appertaining to R.S. Khatian Nos. 492, 419 & 491, within the limits of the Rajpur-Sonarpur Municipality, Police Station Sonarpur District South 24 Parganas from the then lawful Owner Ramchandra Naskar of Barhans Fartabad, Police Station Sonarpur, District South 24 Parganas.

AND WHEREAS by virtue of a registered Deed of Sale on 04/10/2010, before the office of the A.D.S.R. at Sonarpur and recorded in its Book No. I, CD Volume No. 28, Pages from 4815 to 4829, Being No. 011508 for the year 2010 one Rajendra Kumar Agarwal, Sri Parveen Agarwal, Sri Bikash Agarwal and Sri Rajkumar Agarwal jointly purchased **ALL THAT** piece and parcel of land

measuring more or less **02 Cottahs** (the split up of the land being :- 01 Cottah 02 Chittaks Bastu land in R.S. Dag No. 3185 appertaining to R.S. Khatian No. 263, 14 Chittaks Bastu land in R.S. Dag No. 3186 appertaining to R.S. Khatian No. 419 lying and situate at Mouza- Barhans Fartabad, J.L. No. 47, comprised in R.S. Dag Nos. 3185, 3186 appertaining to R.S. Khatian Nos. 263 & 419, within the limits of the Rajpur-Sonarpur Municipality, Police Station Sonarpur District South 24 Parganas from the then lawful Owner Shantanu Halder of Garia Station Road, Tentulberia, Police Station Sonarpur, Kolkata- 700 084, District South 24 Parganas.

AND WHEREAS by virtue of a registered Deed of Sale on 14/12/2012, before the office of the A.D.S.R. at Sonarpur and recorded in its Book No. I, CD Volume No. 39, Pages from 1683 to 1699, Being No. 014893 for the year 2012, one Sri Parveen Agarwal, Sri Bikash Agarwal, Sri Rajkumar Agarwal and Sri. Rajendra Kumar Agarwal as a Self and also as an Authorised Signatory of Jiten Commercial Pvt. Ltd., Kriston Merchants Pvt. Ltd., Rajwada Developers Pvt. Ltd. jointly purchased **ALL THAT** piece and parcel of Bastu land measuring more or less **04 Cottahs** lying and situate at Mouza- Barhans Fartabad, J.L. No. 47, comprised in R.S. Dag No. 3174 appertaining to R.S. Khatian No. 153, within the limits of the Rajpur-Sonarpur Municipality, Police Station Sonarpur District South 24 Parganas from the then lawful Owner Rajesh Kumar Jain of BH/117, Sector - II, Police Station Bidhannagar, Salt Lake, Kolkata - 700 091.

AND WHEREAS by virtue of a registered Deed of Sale on 14/12/2012, before the office of the A.D.S.R. at Sonarpur and recorded in its Book No. I, CD Volume No. 39, Pages from 1641 to 1661, Being No. 014895 for the year 2012, one Sri Parveen Agarwal, Sri Bikash Agarwal, Sri Rajkumar Agarwal and Sri. Rajendra Kumar Agarwal as a Self and also as an Authorised Signatory of Jiten Commercial Pvt. Ltd., Kriston Merchants Pvt. Ltd., Rajwada Developers Pvt. Ltd jointly purchased **ALL THAT** piece and parcel of Bastu land measuring more or less **11.838 Decimals 07 Cottah 02 Chittack 26 Sq. Ft.** (the split up of the land being :- 6.015 Decimals in R.S. Dag Nos. 3171 appertaining to R.S. Khatian No. 152 and 5.823 Decimals in R.S. Dag No. 3173 appertaining to R.S. Khatian No. 152) lying and situate at Mouza- BarhansFartabad, J.L. No. 47, comprised in R.S. Dag Nos. 3171 & 3173 appertaining to R.S. Khatian No. 152, within the limits of the Rajpur-Sonarpur Municipality, Police Station Sonarpur District South 24 Parganas from the then lawful Owner **M/s. BI STEELWORTH PVT. LTD., M/S. CREATIVE SOLUTIONS PVT. LTD.** Self & represented by its Directors, **MR. RAVI CHURIWALA, MRS. NISHICHURIWALA.**

AND WHEREAS by virtue of a registered Deed of Sale on 14/12/2012, before the office of the A.D.S.R. at Sonarpur and recorded in its Book No. I, CD Volume No. 39, Pages from 1662 to 1682, Being No. 014894 for the year 2012 one Sri Parveen Agarwal, Sri Bikash Agarwal, Sri Rajkumar Agarwal and Sri. Rajendra Kumar Agarwal as a Self and also as an Authorised Signatory of Jiten Commercial Pvt. Ltd., Kriston Merchants Pvt. Ltd., Rajwada Developers Pvt. Ltd. jointly purchased **ALL THAT** piece and parcel of

Bastu land measuring more or less **15.162 Decimals** equivalent to **09 Cottah 02 Chittacks 34 Sq. Ft.** (the split up of the land being :- 4.985 Decimals in R.S. Dag No. 3171 appertaining to R.S. Khatian No. 152 and 10.177 Decimals in R.S. Dag No. 3173 appertaining to R.S. Khatian No. 152) lying and situate at Mouza- BarhansFartabad, J.L. No. 47, comprised in R.S. Dag Nos. 3171 & 3173 appertaining to R.S. Khatian No. 152, within the limits of the Rajpur-Sonarpur Municipality, Police Station Sonarpur District South 24 Parganas from the then lawful Owner Tribhuban Construction Pvt. Ltd. of 158, Lenin Sarani, Police Station Taltala, Kolkata - 700 013.

AND WHEREAS by virtue a registered Deed of Sale on 19/08/2013, before the office of the A.D.S.R. at Sonarpur and recorded in its Book No. I, CD Volume No. 23, Pages from 3894 to 3910, Being No. 010080 for the year 2013 one Sri Rajendra Kumar Agarwal (since deceased), Sri Parveen Agarwal, Sri Bikash Agarwal, Sri Rajkumar Agarwal jointly purchased **ALL THAT** piece and parcel of Bastu land measuring more or less **02 Cottahs 11 Chittaks 25 Sq. Ft.** (the split up of the land being :- 1 Cottah 8 Chittaks 9 Sq. Ft. in R.S. Dag No. 3174 appertaining to R.S. Khatian No. 153 and 1 Cottah 3 Chittaks 16 Sq. Ft. in R.S. Dag No. 3177 appertaining to R.S. Khatian No. 604) lying and situate at Mouza- BarhansFartabad, J.L. No. 47, comprised in R.S. Dag Nos. 3174, 3177 appertaining to R.S. Khatian Nos. 153, 604, within the limits of the Rajpur- Sonarpur Municipality, Police Station Sonarpur District South 24 Parganas from the then lawful Owner JoydeepMajumder of 42/217, New Ballygunge Road, Police Station Kasba, Kolkata - 700039.

AND WHEREAS by virtue of the aforesaid ten separate Deeds the said Sri Rajendra Kumar Agarwal (since deceased), Sri Parveen Agarwal, Sri Bikash Agarwal, Sri Rajkumar Agarwal, became the joint Owners of **ALL THAT** piece and parcel of land measuring more or less **41 Cottah 14 Sq. Ft.** lying and situate at Mouza-BarhansFartabad, J.L. No. 47, comprised in R.S. Dag Nos. 3171, 3173, 3174, 3175, 3176, 3177, 3178, 3182, 3184, 3185, 3186, 3187 appertaining to R.S. Khatian Nos. 152, 153, 492, 419, 604, 491, 263, 422 under Police Station Sonarpur, District South 24 Parganas and jointly enjoying the same by paying rents and taxes to the authority concerned regularly.

AND WHEREAS one of the Partner and authorized signatory of the said "M/S. RAJWADA GROUP" namely SRI RAJENDRA KUMAR AGARWAL, died intestate on 01/01/2015 and after such death of said Sri Rajendra Kumar Agarwal the aforesaid Power of Attorney Nos. 08730 & 08729 for the year 2013 was automatically cancelled and the said Partnership Firm "**M/S. RAJWADA GROUP**", reconstituted the said partnership firm and thereafter the said **M/S. RAJWADA GROUP**, represented by its authorized signatory **SRI BIKASH AGARWAL**, son of Late Sri Rajendra Kumar Agarwal, cancelled the said two Development Agreements which were executed and registered on 11th day of December, 2013, before the office of the A.R.A.-I at Kolkata and recorded in its Book No. I, CD Volume No. 21, Pages from 10529 to 10547, Being No. 11355 for the year 2013 and another was recorded in Book No. I, CD Volume No. 21, Pages from 10548 to 10566, Being No. 11356 for the year 2013 and the cancellation/revocation of said Development Agreement was

registered on 02/04/2015 before the office of the D.S.R. - IV at Alipore and recorded in Book No. 1, CD Volume No. 10, Pages from 5695 to 5705, Deed No. 3008 for the year 2015.

AND WHEREAS as said Sri Rajendra Kumar Agarwal (since deceased), Sri Parveen Agarwal, Sri Bikash Agarwal, Sri Rajkumar Agarwal while had been jointly enjoying the aforesaid property, Rajendra Kumar Agarwal died intestate on 01/01/2015 leaving behind his wife Smt. Sarala Agarwal and three sons namely Sri Parveen Agarwal, Sri Bikash Agarwal, Sri Rajkumar Agarwal as his legal heirs and successors who jointly got the 1/4th share of the aforesaid property i.e. more or less 8 Cottahs 01 Chittaks 11.25 Sq. Ft. left by said deceased Rajendra Kumar Agarwal.

AND WHEREAS by virtue of inheritance from Late Sri Rajendra Kumar Agarwal said, Smt. Sarala Agarwal, Sri Parveen Agarwal, Sri Bikash Agarwal, Sri Rajkumar Agarwal became the joint Owners of the land measuring more or less **8 Cottahs 1 Chittaks 11.25 Sq. Ft.** together with more or less **200 Sq. Ft.** Tile shed structure and each having undivided 1/4th share i.e. more or less 02 Cottahs 14.06 Sq. Ft. together with 50 Sq. Ft. Tile shedstructure.

AND WHEREAS thus by virtue of inheritance said, Smt. Sarala Agarwal, Sri Bikash Agarwal and Sri Rajkumar Agarwal became the joint Owners of undivided undemarcated 3/4th share i.e. measuring more or less **06 Cottahs 42.18 Sq. Ft.** (the split up of the land being :- 513.37 Sq. Ft. in R.S. Dag No. 3171 under R.S. Khatian No.152, 746.72 Sq.Ft. in R.S. Dag No. 3173 under R.S. Khatian No.

152, 512.73 Sq. Ft. in R.S. Dag No. 3174 under R.S. Khatian No.153, 253.12 Sq.Ft. in R.S. Dag No. 3175 under R.S. Khatian No.492, 253.11 Sq. Ft. in R.S. Dag No. 3176 under R.S. Khatian No. 419, 163.29 Sq. Ft. in R.S. Dag No. 3177 under R.S. Khatian No. 604, 33.75 Sq. Ft. in R.S. Dag No. 3178 under R.S. Khatian No.491, 761.43 Sq. Ft. in R.S. Dag No.3182 under R.S. Khatian No. 492, 539.04 Sq. Ft. in R.S. Dag No. 3184 under R.S. Khatian No.604, 182.41 Sq.Ft. in R.S. Dag No.3185 under R.S.Khatian No.263, 168.73 Sq. Ft. in R.S. Dag No. 3186 under R.S. Khatian No. 419, 233.43 Sq. Ft. in R.S. Dag No. 3187 under R.S. Khatian No. 422) together with 150 Sq. Ft. Tile shed structure standing thereon lying and situate at Mouza- BarhansFartabad, J.L. No. 47, within the limits of the Rajpur-Sonarपुर Municipality, Police Station Sonarपुर, District South 24 Parganas out of the aforesaid land measuring more or less 8 Cottahs 1 Chittaks 11.25 Sq. Ft. together with more or less 200 Sq. Ft. Tile shed structure standing thereon.

AND WHEREAS said, Smt. Sarala Agarwal, Sri Bikash Agarwal and Sri Rajkumar Agarwal while had been enjoying their undivided 3/4th share measuring more or less **06 Cottahs 42.18 Sq. Ft.**, they jointly transferred the same unto and in favour of their other co-sharer said Parveen Agarwal by and under a Deed of Gift which was duly registered on 12/02/2015 before the office of the Additional District Sub-Registrar at Gar Garia and recorded in its Book No. I, CD Volume No. 3, Pages from 987 to 1006, Being No. 00461 for the year 2015.

AND WHEREAS by virtue of the aforesaid Deed of Gift and inheritance said Parveen Agarwal became the sole and absolute Owner of the aforesaid area of land measuring more or less **08 Cottahs 01 Chittaks 11.25 Sq. Ft.** together with more or less **200 Sq. Ft.** Tile shed structure lying and situate at Mouza – Barhans Fartabad, J.L.No. 47, comprised in R.S. Dag Nos. 3171, 3173, 3174, 3175, 3176, 3177, 3178, 3182, 3184, 3185, 3186, 3187 appertaining to R.S. Khatian Nos. 152, 153, 492, 419, 604, 491, 263, 422 under Police Station Sonarpur, District South 24 Parganas.

AND WHEREAS said, Smt. Sarala Agarwal, Sri Parveen Agarwal, Sri Bikash Agarwal, Sri Rajkumar Agarwal jointly purchased the land measuring more or less **01 Chittak 08 Sq. Ft.** lying and situate at Mouza - BarhansFartabad, J.L. No. 47, comprised in R.S. Dag No. 3186 appertaining to R.S. Khatian No. 419 from the then, Kartick Chandra Naskar, son of Late Panchu Gopal Naskar by virtue of a Deed of Sale which was duly registered on 13/02/2015 before the office of the A.D.S.R. Garia and recorded in its Book No. I, CD Volume No. 3, Pages from 1901 to 1913 Being No. 0488 for the year2015.

AND WHEREAS by virtue of Deed of Gift said Parveen Agarwal gifted a land measuring more or less **07 Cottah 14 Chittaks 05 Sq. Ft.** together with more or less **200 Sq. Ft.** Tile shed structure lying and situate at Mouza - BarhansFartabad, J.L.No. 47, comprised in R.S. Dag Nos. 3171, 3173, 3174, 3175, 3176, 3177, 3178, 3182, 3184, 3185, 3186, 3187 appertaining toR.S. Khatian Nos. 152, 153, 492, 419, 604, 491, 263, 422 under Police Station Sonarpur, District

South 24 Parganas, which was duly registered on 29/09/2015 before the office of the A.D.S.R., Garia and recorded in its Book No. I, Volume No. 1629 – 2015, Pages from 30635 to 30661 Being No. 162903274 for the year 2015 to her mother aforesaid Smt. Sarala Agarwal.

AND WHEREAS thus the said, **JITEN COMMERCIAL PRIVATE LIMITED, KRISTON MERCHANTS PRIVATE LIMITED, RAJWADA DEVELOPERS PRIVATE LIMITED, SMT. SARALA AGARWAL, SRI PARVEEN AGARWAL, SRI BIKASH AGARWAL, SRI RAJKUMAR AGARWAL**, became the joint Owners of the land measuring more or less 41 Cottah 01 Chittak 22 Sq. Ft. (41 Cottah 14 Sq. Ft. + 01 Chittack 08 Sq. Ft.) lying and situate at Mouza- BarhansFartabad, J.L.No.47, comprised in R.S. Dag Nos. 3171, 3173, 3174,3175, 3176, 3177, 3178, 3182, 3184, 3185, 3186, 3187 appertaining to R.S. Khatian Nos. 152, 153, 492, 419, 604, 491, 263, 422 under Police Station Sonarpur, District- South 24 Parganas.

AND WHEREAS said, **MR. HASMUKH PAREKH, MR. JAYSUKH PAREKH** (since deceased), **MR. MEHUL PAREKH, MR. NIKHIL PAREKH** and said **JITEN COMMERCIAL PRIVATE LIMITED, KRISTON MERCHANTS PRIVATE LIMITED, RAJWADA DEVELOPERS PRIVATE LIMITED, SMT. SARALA AGARWAL, SRI PARVEEN AGARWAL, SRI BIKASH AGARWAL, SRI RAJKUMAR AGARWAL** amalgamated their aforesaid property into a single plot/holding and the said land measuring more or less **43 Cottah 12 Chittaks 24 Sq. Ft. (41 Cottah 14 Sq. Ft. + 02 Cottah 12 Chittaks 10 Sq. Ft.)** lying and situate at Mouza- BarhansFartabad,

J.L. No. 47, comprised in R.S. Dag Nos. 3171, 3173, 3174, 3175, 3176, 3177, 3178, 3182, 3184, 3185, 3186, 3187 appertaining to R.S. Khatian Nos. 152, 153, 492, 419, 604, 491, 263, 422 within the limits of the Rajpur-Sonarpur Municipality being known and numbered as Holding No. 933, Uttar PurbaFartabad, under Police Station Sonarpur, District South 24 Parganas by virtue of two Deeds of Conveyance bearing Deed No. 4340/14 and 4341/14 both of which were duly registered on 11/06/2014 before the office of the D.S.R. – IV, South 24 Parganas, recorded in its Book No. I, C.D. Volume No. 24, Pages from 2964 to 2981 and 3043 to 3063 for the year 2014 respectively.

AND WHEREAS in this circumstances the said, **MR. HASMUKH PAREKH, MR. JAYSUKH PAREKH** (since deceased), **MR. MEHUL PAREKH,** and **MR. NIKHIL PAREKH** entered into another Agreement for Development with **M/S. RAJWADA DEVELOPER** (the Developer/Confirming Party herein) to develop their said property of an area of **06 Cottah 08 Chittaks 10 Sq. Ft.** and said Development Agreement was duly registered on 17/04/2015 before the office of the D.S.R.- IV at Alipore and recorded in its Book No. I, CD Volume No. 10, Pages from 5793 to 5821, Being No. 03011 for the year 2015, and out of land supra measuring **06 Cottah 08 Chittaks 10 Sq. Ft.** the Developer herein constructing now on the land measuring more or less 2 Cottah 12 Chittack 10 Sq. Ft. (split up of land measuring 2 Cottah 9 Chittack 0 Sq. Ft. in R. S. Dag No. 3178 plus 1 Chittack 10 Sq. Ft. in R. S. Dag No. 3186 plus 2 Chittack 0 Sq. Ft. in R. S. Dag No. 3175) in Mouza – BarhansFartabad, J.L. No. 47, District – South 24 Parganas.

AND WHEREAS the said **MR. HASMUKH PAREKH, MR. JAYSUKH PAREKH** (since deceased), **MR. MEHUL PAREKH, MR. NIKHIL PAREKH** also executed and registered a Development Power of Attorney unto and in favour of **M/S. RAJWADA DEVELOPER**, the Developer/Confirming Party herein, which was duly registered on 12/09/2016 before the office of the A.D.S.R. at Garia and recorded in its Book No. I, CD Volume No. 1624-2016, Pages from 65642 to 65663, Being No. 03071 for the year 2016.

AND WHEREAS said **JITEN COMMERCIAL PRIVATE LIMITED, KRISTON MERCHANTS PRIVATE LIMITED, RAJWADA DEVELOPERS PRIVATE LIMITED, SMT. SARALA AGARWAL, SRI PARVEEN AGARWAL, SRI BIKASH AGARWAL, SRI RAJKUMAR AGARWAL** decided to construct multi storied building on their aforesaid land of 41 Cottah 01 Chittak 22 Sq. Ft. (41 Cottah 14 Chittaks + 01 Cottah 08 Chittaks) and to fulfill their desire they entered into a Development Agreement with said **M/S. RAJWADA DEVELOPER**, the Developer/Confirming Party herein vide Joint Venture Agreement which was duly registered on 28/12/2015 before the office of the A.D.S.R.- Garia recorded in its Book No. I, Volume No. 1629 - 2016, Pages from 181 to 234 Being No. 162904190 for the year 2015.

AND WHEREAS thus, as per the said Development Agreements and Power of Attorneys said Developer got **43 COTTAH 13 CHITTAKS 32 SQ. FT.** (41 Cottah 14 Sq. Ft. + 01 Chittack 08 Sq. Ft. + 02 Cottah 12 Chittaks 10 Sq. Ft.) to develop out of which said Developer decided to develop more or less **42 COTTAH 03 CHITTAKS 13 SQ. FT.**

mentioned in the **FIRST SCHEDULE** below and hereinafter referred to as the “**Said Property**” on behalf of the Owners/Vendors, has submitted a building plan for construction of G+19 storied building under certain numbers of Block and/or Phase for residential at the said premises at the cost of the Developer and also the Developer has started the construction of the said building as per sanctioned building plan and also declares for absolute sale of those Flats and Car parking spaces.

AND WHEREAS in terms of the said Agreements and Development Power of Attorneys the Developer have sanctioned a Building Plan of G + 19 storied buildings in one Block for residential purpose in the Said Property which were duly sanctioned by the authority of Rajpur-Sonarpur Municipality vide **Plan No. 107/Rev/CB/28/25** dated **30.07.2016**.

AND WHEREAS by an Indenture of Mortgage dated the 18th day of June, 2018, and registered in the office of the Additional Registrar of Assurances – I at Kolkata in its Book No. I, Volume No.- 1901-2018, pages from 186908 to 186984, Being No. 1901-04613, the Vendor/Owner herein referred to as the Security Providers/Mortgagors of the One Part therein, and the Developer herein referred to as the Borrower of the Second Part therein mortgaged the property more fully described in the **Schedule-I** of the said Mortgage Deed dated the 18th day of June, 2018 in favour of Bajaj Housing Finance Limited, a Company incorporated under the provisions of the Companies Act, 1956, and a Company within the meaning of the Companies Act, 2013 having its registered office at

Mumbai Pune Road, Akurdi, Post Office-Akurdi, Police Station-Akurdi, Pune - 411035 and the said M/s. Rajwada Developer as the Borrower therein and the Developer herein has accepted **Rs. 15,00,00,000/- (Rupees Fifteen Crore Only)** from the said Bajaj Housing Finance Limited, the Lender/Secured Party therein hereinafter referred to as the "**SAID MORTGAGE**";

It is pertinent to mention here that, the Developer herein, has already paid the entire loan amount received by them to Bajaj Housing Finance Limited, the Lender/Secured Party therein and said Bajaj Housing Finance Limited, the Lender/Secured Party therein, acknowledged the same and also issued No Objection Certificate dated **29.12.2020** in favour of **M/S. RAJWADA DEVELOPER**, the Developer/Confirming Party herein, and said M/s. Rajwada Developer as the Borrower therein and the Developer herein and said Bajaj Housing Finance Limited, the Lender /Secured Party therein also executed Deed of Release of Mortgage duly registered on **16.03.2021** in the office of the A.R.A. – I, Kolkata, recorded in Book No. – I, Volume No. 1901-2021, Page from 128909 to 128944, Being No. 2044 for the year 2021, towards "**SAID MORTGAGE**".

AND WHEREAS said, **JAYSUKH PAREKH**, son of Late Shantilal Parekh died on **15.04.2019** at Kolkata leaving behind his wife, 1) Smt. Rama Ben J Parekh, and son, 1) Mehul Parekh @ Mehul Jaysukh Parekh, the **Owner/Vendor No. 9** herein, three daughters namely 1) Mrs. Hetal Adesara, 2) Mital Kiran Kumar Parekh, and 3) Mrs. Shital Chokshi as his legal heirs, and during his life time he executed a Registered Will in favour of his son, **MEHUL PAREKH** the

Owner/Vendor No. 9 herein and said will duly registered on **02.04.2019** in the office of the Additional Registrar Assurance – III, Kolkata, recorded in Book No. III, Volume No. 1903-2019, Page from 4833 to 4854, Being No. 263 for the year 2019, and in pursuance of the said will **JAYSUKH PAREKH** had given, devised and bequeathed his undivided 1/4th share in the aforesaid property and his other property morefully described in the said will to his son, **MEHUL PAREKH** alias **MEHUL JAYSUKH PAREKH** the **Owner/Vendor No. 9** herein.

AND WHEREAS after demise of said, **JAYSUKH PAREKH** on **30.09.2019** Hon'ble High Court Calcutta duly granted the Probate Certificate of the said Last Will and Testament dated **02.04.2019**, vide P.L.A. No. 242 of 2019.

AND WHEREAS said, **HASMUKH PAREKH, MEHUL PAREKH,** and **NIKHIL PAREKH, Owners/Vendors No. 8, 9 and 10** herein, became the absolute joint Owners of **ALL THAT** piece and parcel of land measuring **06 Cottah 08 Chittaks 10 Sq.Ft.**, be the same a little more less comprised in Mouza – Barhans Fartabad, J.L. No. 47, Touzi No. 109, R.S. No. 7, Pargana – Medanmalla, comprised in R.S. Dag Nos. 3178, 3186, 3175 and 3182 appertaining to R.S. Khatian Nos. 491, 419 & 492, within the limits of Rajpur-Sonarapur Municipality, within Ward No. 28, Police Station – Narendrapur (formerly Sonarapur), Post Office – Garia, A.D.S.R. – Garia, Uttar-Purba Fartabad, Kolkata – 700084, District - South 24 Parganas, West Bengal.

AND WHEREAS after demise of said, **JAYSUKH PAREKH** the aforesaid Development Power of **JAYSUKH PAREKH** automatically cancelled and to continue the said Development Agreement dated **17/04/2015**. The said, **HASMUKH PAREKH, MEHUL PAREKH,** and **NIKHIL PAREKH, Owners/Vendors No. 8, 9 and 10** herein, executed and registered a fresh Development Power unto and in favour of **M/S. RAJWADA DEVELOPER** duly registered on 19.03.2021 in the office of the A.D.S.R. Garia, South 24 Parganas, recorded in Book No. I, Volume No. 1629-2021, Page from 91222 to 91250, Being No. 162902350 for the year 2021.

AND WHEREAS in terms of the said Development Agreement dated **17.04.2015** and Development Power of Attorney dated **19.03.2021**, the Developer has a right/authority to enter the Agreement for Sale and execute Deed of Conveyance of its allocated Flats/Car parking spaces with the intending Purchasers and receive advance/earnest money there from.

AND WHEREAS being so authorized as stated above the Developer has expressed to desire to sell a Flat out of the Developer's allocation and coming to know of that and having a requirement of the self-same flat in the like area, the Purchasers offered to purchase the same which the Developer has accepted and entered into an Agreement for Sale with the Purchasers herein on....., on terms and conditions therein mentioned.

AND WHEREAS by virtue of an Agreement for Sale dated made between the Purchasers herein and the Vendors/Owners herein and the Developer herein, the Purchasers

herein agreed to purchase one self-contained flat being **Flat No.** having a super built up area of **Sq. Ft.** Situated on the **Floor** on the side in **Block No. 2** of the said **G + 7 (Ground Plus Seven)** storied building together with **Car Parking space** of the Said Building Project christened as “**RAJWADA ALTITUDE**”, being erected at the Said Property being Municipal Premises/Holding No. 933, Uttar Purba Fartabad, Mouza- Barhans Fartabad, Post Office- Garia, Police Station- Narendrapur (previously Sonarpur), District South 24 Parganas, within the jurisdiction of Rajpur-Sonarpur Municipality, within Ward No. 28, Kolkata- 700 084, together with undivided and indivisible proportionate share in the land underneath together with common rights, facilities and amenities and common service and expenses mentioned therein for and at a total price of **Rs.**/- (**Rupees**) **only**, hereinafter referred to as the “**Said Flat**” and the Developer and the Vendor jointly agreed to such proposal, being satisfied as the same was the highest available market price.

AND WHEREAS in terms of the said Agreement for Sale dated the Owners/Vendors and the Developer herein have agreed to sell and transfer one self-contained **Flat No.**.....having a super built up area of **Sq. Ft.** situated on the **10th Floor** on the side in **Block-2** of the said **G+7 (Ground Plus Seven)** storied building of the Said Building Project christened as “**RAJWADA ALTITUDE**”, more fully delineated in the map or plan annexed hereto hatched in colour **RED** being erected at the Said Property being Municipal Premises/Holding No. 933, Uttar Purba

Fartabad, Mouza- Barhans Fartabad, Post Office - Garia, Police Station – Narendrapur (previously Sonarpur), District South 24 Parganas, within the jurisdiction of Rajpur-Sonarpur Municipality, within Ward No. 28, Kolkata - 700 084, at or for a valuable consideration of **Rs.**/- **(Rupees**) **only**, and the same is more fully and particularly described in the **SECOND SCHEDULE** hereunder written together with undivided, indivisible proportionate share in the land describe in the First Schedule hereto along with proportionate share in the common spaces, passages, paths, water and water courses, drainages, sewerages, stair case, landing, boundary wall and other open spaces, common path of the properties necessary and convenient to its ingress to and egress from, maintenance for common use, motor, pump, septic tank, water reservoir and tank, W.B.S.E.D.C.L. electricity connection etc. which has been mentioned more fully and particularly in the **Third Schedule** hereunder written with lawful aforesaid consideration subject to the Purchasers’ undertaking to pay proportionally all the common charges, fees, duties, levies, taxes, rents, impositions, outgoings etc. which are required for the purpose of the said premises and also for the purposes of the said building along with other Owners, occupiers of the building or flat/apartment holders thereto as more fully and particularly described in the **Fourth Schedule** hereunder written.

AND WHEREAS the Purchaser having agreed to purchase the said Flat and the Car parking space stated above and having paid the entire consideration money to the Developer herein, now call upon

them to execute and register a proper Deed of Conveyance thereby selling, conveying and transferring the said Flat and the Car parking space unto and in favour of the Purchaser absolutely and forever, and the Developer doth hereby comply with the said requisition of the Purchaser.

NOW THIS INDENTURE WITNESSETH that in pursuance of the said agreement dated and in consideration of the said sum of **Rs./- (Rupees)** only, truly paid by the Purchaser to the Owners/Vendors herein through the Developer/Confirming Party herein in the manner stated in the memo of consideration hereunder written, the receipt whereof the Owners/Vendors and the Confirming Party as Developer hereby do and each of them doth hereby admit, acknowledge and received from the payment of the same and every part thereof for ever acquit, release, exonerate and discharge the Purchaser as well as the said Flat and Car parking space along with the undivided, indivisible and proportionate share and right, title and interest into the said land and premises with the facilities in common with other flat owner/s or occupiers thereto. The Owners/Vendors and the Developer/Confirming Party do hereby grant, sell, transfer, convey, assign and assure unto the Purchaser **ALL THAT Flat No. “.....”** measuring about **Sq. ft. being carpet area** including Verandah and **Sq. ft. being carpet area** excluding Verandah (**..... Sq. ft. being Super Built-up area**) on the **side** of the **Floor** of the said G+7 storied building along **Car Parking space** in **Block – 2,** of the Housing Complex christened as “**RAJWADA ALTITUDE**”, being erected at the Said Property being Municipal Holding

No. 225, N.S. Station Road, under Rajpur-Sonarpur Municipality, Post Office – Narendrapur, Police Station - Sonarpur, A.D.S.R., Sonarpur, Kolkata – 700103, District South 24 Parganas, within the jurisdiction of Rajpur-Sonarpur Municipality, Ward no. 26, which is more fully and particularly described in the **SECOND SCHEDULE** hereunder written and hereinafter referred to as the “**said Flat and Car Parking Space**” together with the undivided proportionate indivisible share in the land described in the **First Schedule** hereto together with easements, rights thereto and other rights, privileges, benefits, advantages, liabilities, liberties, duties in common with other owners/occupiers having covenants conditions and stipulations etc. to enjoy and to have the right of user in common of all the roads, passages, advantages thereto or reputed to belong to the estate, right, title, interest, claim and demand of the Owners/Vendors into or upon the said land proportionately agreeing to pay proportionate expenses for maintenance of the said common portion and the other co-owners **TO HAVE AND TO HOLD** the same absolutely and forever in the manner aforesaid free from all encumbrances, charges, trusts, claims, demands over the said Flat on the **Floor** and the said Car parking space of the said building having right to use, occupy, own possess the said Flat and Car parking space as mentioned in **SECOND SCHEDULE** hereunder written exclusively, subject to the Purchaser’s paying and discharging taxes and impositions or outgoings for the same and common expenses as per imposed or levied for the said Flat and Car parking space and other outgoings so long separate assessment is not made for the **said Flat and Car Parking Space** in the name of the Purchaser.

The Vendors and the Developer do hereby covenant with the Purchaser as follows:-

- 1. NOTWITHSTANDING** anything hereinbefore done or suffered to the contrary, the owners/Vendors have good and absolute right, title and authority to grant, convey, transfer, assign and assure all that the said Flat and Car parking space mentioned in the **SECOND SCHEDULE** hereunder written along with common area with amenities and facilities provided thereat and described hereunder and all the rights, privileges and appurtenances thereto belonging and hereby sold, conveyed and transferred unto the Purchaser in the manner aforesaid and that the owners/Vendors and the Developer/confirming party have not done or suffered knowingly from anything whereby the said flat and Car parking space may be encumbered, affected or impeached in respect of the estate ,title or otherwise.
- 2.** That there is no encumbrances, charges, trust, liens, attachments, claim or demand whatsoever now subsisting etc. or proceeding pending and have not been offered as security or otherwise to any authority whatsoever or howsoever in respect of the said Flat and Car parking space.
- 3.** That the Purchaser shall henceforth peaceably and quietly hold, possess and enjoy the right, title and interest or profits derivable from and out of the said flat and Car parking space without any let or hindrance, interruption, claim, disturbances or demand from or by the owners/Vendors or the Developer/confirming party or any person or persons claiming through or under or in trust for the

owners/Vendors without any lawful eviction, let, hindrance, interruption or disturbances by any person or persons whatsoever.

4. All the taxes, land revenue and other impositions payable in respect of the said flat and Car parking space up to the date of handing over the possession of the same to the Purchaser, shall be paid by the Owners/Vendors and if any portion of any tax, impositions etc. be found to have remained unpaid for the period as mentioned above, liability shall be of the owners/Vendors to pay the same and if the same is paid by the Purchaser then it will be recoverable from Owners/Vendors prior to the date of delivery of possession of the said Flat and the Car parking space unto and in favour of the Purchaser and the Purchaser shall pay the entire taxes and outgoings in respect of the said flat and Car parking space after the instant Deed of Conveyance is registered, possession given subject to the formation of the Association as mentioned here to when the Purchaser shall pay the Government Rent and Municipal taxes and other outgoings exclusively for the said Flat and the Car parking space and shall pay for all the common portions proportionately to the said Association as would be so directed .

5. The owners/Vendors shall at all times do and execute all such acts, deeds, things and assurances as may be reasonably required by the Purchaser for better or further effectuating and assuring the conveyance hereby made or the title of the Purchaser to the property hereby sold and conveyed or any mistake or deficiency to the extent of description or other particulars of the said property.

6. The Purchaser, their heirs, executors and assigns shall have good right, title and full power and absolute authority to grant, transfer, sell, convey and assign the said flat and Car parking space.

7. The Purchaser shall not cause any obstruction to the others in any manner in the entrance or exit or to user of any common space in the premises, keep any dirt/rubbish/refuse etc. save and expect the place is reserved for the said purpose.

8. If the Vendors/Developer in future purchase/develop adjacent to the said land and amalgamate the same for construction of another phases or blocks and for such construction the common entrance road as well as common facilities is to be used for free access to the new Phase/Block in that event the Purchaser/s of the apartment shall have no right to claim or demand whatsoever and also shall not raise any objection for the same whatsoever and if the Purchaser/s of the apartment and anybody claiming through or under him, that shall be null and void and inoperative before all courts of law and Purchaser/s also execute NOC in affidavit as may be required by the competent authority of Rajpur-Sonarpur Municipality or any authority whatsoever.

If the Vendors/Developer in future purchase/develop adjacent land to the said land and amalgamate the same for construction of another phases or blocks then the Purchaser/s shall not raise any objection with regard to the amalgamation and easementary rights attached thereto and for obtaining holding number and Sanction Plan for construction of another phases or blocks and if the Purchaser/s of the

apartment and anybody claiming through or under him, that shall be null and void and inoperative before all courts of law.

The Purchaser/s of all the blocks of all the holdings shall enjoy all the common facilities and amenities in the premises such as Lift, Gymnasium, Children's Park, Games Room, Swimming pool, Community hall and any other amenities which are intended for common use in the said Premises.

The Purchaser/s shall also sign No Objection Certificate for amalgamation and easementary rights and shall also execute indenture of Easement, if required, for obtaining holding number and Sanction Plan for construction of another phases or blocks.

9. The Purchaser shall pay the proportionate share of tax of the premises with other co-owners until or unless their names are separately assessed by the Rajpur-Sonarpur Municipality.

10. That the Purchaser shall not store any inflammable article, fireworks install any machinery, electrical motor and/or start any hotel business in the said flat and Car parking space which may cause sound pollution/air pollution, smoke etc to the occupant of the other flats in the building.

11. The Purchaser/s shall solely liable for the formation of the Flat Owners Association as per Act and Developer/Owners herein shall also cooperate with the purchaser/s for formation of the aforesaid Owner association by providing respective documents belongs to Developer and Owners respectively

12. That the Purchaser shall pay the proportionate share of premium of the Insurance for the said building if any.

13. The vendors/developers shall provide completion certificate of the said plan duly sanctioned by the Rajpur-Sonarapur Municipality to the Purchaser/s within 15 days after receiving the same from the competent authority.

14. The Purchaser shall also bear all other cost and expenses proportionately for the building or any common part or space thereof with the other flat owners inclusive of the owners/Vendors (or previous land lord) herein.

15. Purchaser herein shall use and enjoy all common facilities and amenities, more-fully described in the Para 13 of the Third Schedule hereunder written, with the flat owners/occupiers of the adjacent land/plot of the aforesaid housing projects christened as “**RAJWADA ALTITUDE**” and all flat owners of the three plots shall also bear the common expenses and maintenance charges proportionately.

16. Indemnification by the Vendor about the correctness of the Vendors’ title and authority to sell and this Conveyance is being accepted by the Purchaser on such express indemnification by the Owners/Vendors about the correctness of the owners/Vendors’ title, which if found defective or untrue at any time, the owners/Vendor, shall forthwith, take all necessary steps to remove and/or rectify the same.

THE FIRST SCHEDULE REFERRED TO ABOVE
(Description of the land and Premises)

ALL THAT piece and parcel of measuring more or less **43 Cottah 13 Chittaks 32 Sq. Ft.** lying and situate at Mouza-

BarhansFartabad, J.L. No. 47, R.S. 7, Touzi No.109, Pargana -
Medanmallah, Kolkata-700084, comprised in the following way :

R.S. Dag No.	R.S. Khatian No.	Nature	Area
3171	152	Bastu	06 Cottah 10 Chittaks 21 Sq. Ft.
3173	152	Bastu	09 Cottah 10 Chittaks 39 Sq. Ft.
3174	153	Bastu	05 Cottah 08 Chittaks 09 Sq. Ft.
3175	492	Bastu	02 cottah-00 chittak-00 Sq. Ft.
3176	419	Bastu	01 Cottah 14 Chittaks
3177	604	Bastu	01 Cottah 03 Chittaks 16 Sq. Ft.
3178	491	Bastu	02 Cottah 13 Chittaks
3182	492	Bastu	05 Cottah 10 Chittaks 11 Sq. Ft.

3184	604	Bastu	03 Cottah 15 Chittaks 40 Sq. Ft.
3185	263	Bastu	01 Cottah 05 Chittaks 28 Sq. Ft.
3186	419	Bastu	01 Cottah 06 Chittaks 18 Sq. Ft.
3187	422	Bastu	01 Cottah 11 Chittaks 30 Sq. Ft.
TOTAL	=		43 Cottah 13 Chittak 32 Sq. Ft.

Holding No. 933, Uttar - PurbaFartabad, within Ward No. 28 of Rajpur-Sonarpur Municipality, Police Station Sonarpur, and District South 24 ParganasSub-registry / A.D.S.R. office at Sonarpur, in the District of South 24 Parganas, butted and bounded as follows :-

On the North :- 15' wide Municipal Road.

On the South :- R.S Dag No. 3180 and 3183.

On the East :- R.S Dag No. 3150.

On the West :- Part of R.S Dag No. 3518.

The name of the said proposed building project above is known, called and named **“RAJWADA ALTITUDE”**.

Adjacent to Biswa Bangla Sarani (E.M Bypass Road)

THE SECOND SCHEDULE ABOVE REFERRED TO

(Description of the Said Flat)

ALL THAT Flat No. having a super built up area of**Sq. Ft.** having Tiles flooring situated on the **Floor** on the side consisting of **Bed rooms,Dining/Drawing room, Kitchen, Toilets and Verandah together with Car Parking Space** in **Block - 2** of the said **G + 7** storied building of the said Building Project more fully delineated in the map or plan annexed hereto hatched in colour **RED** together with proportionate undivided share of land and all common rights and common service and expenses and also fixtures and fittings, electrical installation mentioned in the **Third Schedule** hereunder written and the Flat is being erected as per aforesaid sanctioned Building Plan Being No. **83/Rev/CB/28/02** dated **20-09-2021** sanctioned by Rajpur-Sonarpur Municipality, within Ward No. 28, Holding No. 933, Uttar- Purba Fartabad, Mouza- Barhans Fartabad, J.L. No. 47, Post Office – Garia, Police Station - Narendrapur (previously Sonarpur), Kolkata - 700084, District – South 24 Parganas, as described in the First Schedule herein above.

THE THIRD SCHEDULE ABOVE REFERRED TO

(COMMON RIGHTS AND SERVICES)

1. All left Mechanical land pathway, drive way etc.
2. The space within the building comprised of the entrance, staircase, stair-head room, landing lobbies roof.

3. The foundation columns, girders, beams, supports, main wall, the main gate and passage leading to the building and staircase.
4. Installation for common services such as drainage system, water supply arrangement and electric connection and other amenities, if any to the said premises.
5. Semi-underground and overhead water reservoirs, septic tank, pump, motor, pipes and all the other installation.
6. Common sewerage lines.
7. All other facilities and amenities in the premises which are intended for common use including entrance at the Ground floor.
8. Water pump with motor and water distribution pipes (save those inside the flat).
9. Electrical wiring, fittings and other accessories for lighting the staircase and other common areas/parts.
10. Water sewerages, evacuation pipes from the flats and sewers common to the building.
11. Main gate and boundary walls to the premises of the building.
12. Roof of the building.
13. Lift, Club House (Gymnasium, Swimming pool, Children's park, Indoor Games room, Community Hall), Generator and Power backup, CCTV, Water Filtration Plant and intercom facility in common areas etc. for the said Complex described in the **FIRST SCHEDULE**.

FOURTH SCHEDULE ABOVE REFERRED TO**(Common expenses)**

1. **MAINTENANCE:** All expenses for cleaning, sweeping, maintaining white washing, painting, repairing, renovating and replacing including sanitary and plumbing.
2. **OPERATION:** All expenses for running and operating all machineries equipments and installation in common parts, water pump with motor and lighting the common areas generator if any include the costs of repairing renovating and replacing the same.
3. **INSURANCE:** Insurance premium against fire, riot, stick, malicious damage, earthquake etc. risks covering the said flat and the said building.
4. **MUNICIPAL LAND REVENUE AND OTHER TAXES:** Municipal Land Revenue and other taxes and outgoing that may be from time to time levied against the land and/or building including water and water charges.
5. **STAFF:** The Salaries or all other expenses for the staff employee or to be employed for common purpose including their bonus. If any and other emoluments benefits.
6. **FLAT OWNERS ASSOCIATION:** Establishment and all other expenses of the Association including its formation establishment and miscellaneous expenses of the building or any agency of them looking after common purpose until handing over the same to the Association upon completion of sale and registration at all the flats in the said building to the respective purchaser and others.

7. **RESERVE:** Creation of funds for replacement renovation and/or periodic expenses.
8. **OTHER:** All other expenses and/or outgoing expenses as may be incurred by the builder and/or the Association for common purpose.

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

SIGNED, SEALED & DELIVERED

at Kolkata in the presence of :

W I T N E S S E S: -

1.

2.

Signature of the VENDORS

SIGNATURE OF THE PURCHASER

Drafted by:

MEMO OF CONSIDERATION

RECEIVED of and from the within named Purchasers the within mentioned sum of **Rs.**/- **(Rupees****)** only towards the full and final sale consideration of the said lands per memo below:

Sl. No.	Date	Bank and Branch	Cheque No.	cash	Amount
TOTAL					

Total Rs...../-(.....)

WITNESSES: -

1.

2.

Signature of the Vendor