

CONVEYANCE

1. **Date:** _____
2. **Place:** Kolkata
3. **Parties:**
 - 3.1 **Sahidul Islam Mondal alias Sahidul Islam Molla**, son of Lal Mohhamad Mondal alias Hazi Lal Mohammad Molla, by faith Muslim, by occupation – Business, residing at Mohammadpur, Police Station Rajarhat, District North 24 Parganas [PAN _____]

- 3.2 **Wahidul Islam Mondal alias Md. Wahidul Islam**, son of Lal Mohhamad Mondal alias Hazi Lal Mohammad Molla, by faith Muslim, by occupation – Business, residing at Mohammadpur, Police Station Rajarhat, District North 24 Parganas [PAN _____]
- 3.3 **Sahajahan Mondal alias Sahajahan Islam Molla**, son of Lal Mohhamad Mondal alias Hazi Lal Mohammad Molla, by faith Muslim, by occupation – Business, residing at Mohammadpur, Police Station Rajarhat, District North 24 Parganas, Kolkata – 700135 [PAN _____]
- 3.4 **Safikul Islam Mondal alias Safikul Islam Molla**, son of Lal Mohhamad Mondal alias Hazi Lal Mohammad Molla, by faith Muslim, by occupation – Business, residing at Mohammadpur, Police Station Rajarhat, District North 24 Parganas, Kolkata – 700135 [PAN _____]
- 3.5 **Salim Mondal alias Salim Molla**, son of Lal Mohhamad Mondal alias Hazi Lal Mohammad Molla, by faith Muslim, by occupation – Business, residing at Mohammadpur, Police Station Rajarhat, District North 24 Parganas [PAN _____]
- 3.6 **Realtech Housing Company**, a partnership firm having its office at T-68, Teghoria Main Road, Post Office Hatiara, Police Station Baguiati, Kolkata-700157 [PAN _____], being represented by its partners, namely (1) **Shishir Gupta**, son of Late Shree Bhagwan Gupta, of T-68, Teghoria Main Road, Post Office Hatiara, Police Station Baguiati, Kolkata-700157 and (2) **Sk Nasir**, son of Late Sk. Rashid, of T-68, Teghoria Main Road, Post Office Hatiara, Police Station Baguiati, Kolkata-700157
- 3.7 **Realtech Builders Company**, a partnership firm having its office at T-68, Teghoria Main Road, Post Office Hatiara, Police Station Baguiati, Kolkata-700157 [PAN _____], being represented by its partners, namely (1) **Shishir Gupta**, son of Late Shree Bhagwan Gupta, of T-68, Teghoria Main Road, Post Office Hatiara, Police Station Baguiati, Kolkata-700157 and (2) **Sk Nasir**, son of Late Sk. Rashid, of T-68, Teghoria Main Road, Post Office Hatiara, Police Station Baguiati, Kolkata-700157
- 3.8 **Reality Developers & Co.**, a partnership firm having its office at T-68, Teghoria Main Road, Post Office Hatiara, Police Station Baguiati, Kolkata-700157 [PAN _____], being represented by its partners, namely (1) **Shishir Gupta**, son of Late Shree Bhagwan Gupta, of T-68, Teghoria Main Road, Post Office Hatiara, Police Station Baguiati, Kolkata-700157 and (2) **Sk**

Nasir, son of Late Sk. Rashid, of T-68, Teghoria Main Road, Post Office Hatiara, Police Station Baguiati, Kolkata-700157

- 3.9 **N. R. Construction Company**, a partnership firm having its office at Hatiara Paschimpara, Post Office Hatiara, Police Station Newtown, Kolkata-700157 [PAN _____], being represented by its partners, namely (1) **Sk Nasir**, son of Late Sk. Rashid, of T-68, Teghoria Main Road, Post Office Hatiara, Police Station Baguiati, Kolkata-700157 and (2) **Rupsa Bibi**, wife of Sk. Nasir, of Hatiara Paschimpara, Post Office Hatiara, Police Station Newtown, Kolkata-700157.
- 3.10 **Neha Griha Nirman Company**, a partnership firm having its office at Hatiara Paschimpara, Post Office Hatiara, Police Station Newtown, Kolkata-700157 [PAN _____], being represented by its partners, namely (1) **Sk Nasir**, son of Late Sk. Rashid, of T-68, Teghoria Main Road, Post Office Hatiara, Police Station Baguiati, Kolkata-700157 and (2) **Rupsa Bibi**, wife of Sk. Nasir, of Hatiara Paschimpara, Post Office Hatiara, Police Station Newtown, Kolkata-700157.
- 3.11 **R. B. Development Company**, a partnership firm having its office at Hatiara Paschimpara, Post Office Hatiara, Police Station Newtown, Kolkata-700157 [PAN _____], being represented by its partners, namely (1) **Sk Nasir**, son of Late Sk. Rashid, of T-68, Teghoria Main Road, Post Office Hatiara, Police Station Baguiati, Kolkata-700157 and (2) **Rupsa Bibi**, wife of Sk. Nasir, of Hatiara Paschimpara, Post Office Hatiara, Police Station Newtown, Kolkata-700157.
- 3.12 **Skyscraper Developers Company**, a partnership firm having its office at T-68, Teghoria Main Road, Post Office Hatiara, Police Station Baguiati, Kolkata-700157 [PAN _____], being represented by its partners, namely (1) **Shishir Gupta**, son of Late Shree Bhagwan Gupta, of T-68, Teghoria Main Road, Post Office Hatiara, Police Station Baguiati, Kolkata-700157 and (2) **Sk Nasir**, son of Late Sk. Rashid, of T-68, Teghoria Main Road, Post Office Hatiara, Police Station Baguiati, Kolkata-700157.
- 3.13 **Skyscraper Realmoon Construction**, a partnership firm having its office at T-68, Teghoria Main Road, Post Office Hatiara, Police Station Baguiati, Kolkata-700157 [PAN _____], being represented by its Partners, namely (1) **Shishir Gupta**, son of Late Shree Bhagwan Gupta, of T-68, Teghoria Main Road, Post Office Hatiara, Police Station Baguiati, Kolkata-700157 and (2)

Sk Nasir, son of Late Sk. Rashid, of T-68, Teghoria Main Road, Post Office Hatiara, Police Station Baguiati, Kolkata-700157.

- 3.14 **Reality Realestate Company**, a partnership firm having its office at T-68, Teghoria Main Road, Post Office Hatiara, Police Station Baguiati, Kolkata-700157 [PAN _____], being represented by its partners, namely (1) **Shishir Gupta**, son of Late Shree Bhagwan Gupta, of T-68, Teghoria Main Road, Post Office Hatiara, Police Station Baguiati, Kolkata-700157 and (2) **Sk Nasir**, son of Late Sk. Rashid, of T-68, Teghoria Main Road, Post Office Hatiara, Police Station Baguiati, Kolkata-700157
(Collectively **Owners**, includes successor-in-interest and assigns)

And

- 3.15 **Realtech Nirman Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at T-68, Teghoria Main Road, Kolkata-700157 [PAN AADCR6464K], being represented by its directors namely, (1) Shishir Gupta, son of Late Shree Bhagwan Gupta, of T-68, Teghoria Main Road, Post Office Hatiara, Police Station Baguiati, Kolkata-700157 and (2) Sk. Nasir, son of Late Sk Rashid, of T-68, Teghoria Main Road, Post Office Hatiara, Police Station Baguiati, Kolkata-700157.
(**Promoter**, includes successors-in-interest)

And

- 3.12 _____ s/w/d of _____,
by nationality Indian, by faith _____, by occupation _____,
residing at _____ -
_____, Post office _____, Police Station _____,
District _____,
PIN _____ [PAN _____]

- 3.13 _____ s/w/d of _____,
by nationality Indian, by faith _____, by occupation _____,
residing at _____ -
_____, Post office _____, Police Station _____,
District _____,
PIN _____ [PAN _____]

(collectively **Buyers** include successors-in-interest).

Owners and Promoter collectively **Sellers**.

Owners, Promoter and Buyers collectively **Parties** and individually **Party**.

NOW THIS CONVEYANCE WITNESSES AS FOLLOWS:

4. Subject Matter of Conveyance

- 4.1 **Said Unit:** Residential Unit No. _____, on the _____ floor, having carpet area measuring about _____ (_____) square feet and corresponding super built-up area of ____ (_____) square feet, in the Block ____ (**Said Block**), described in **Part-I** of the **6th Schedule** below (**Said Unit**), in the complex named "**HIJIBIJI**" (**Said Complex**), at Mouza Mohammadpur, J.L. No. 32, Police Station Rajarhat, within the limits of Rajarhat Bishnupur No. 2 Gram Panchayat, Additional District Sub-Registrar Rajarhat, District North 24 Parganas, Kolkata -700135, morefully described in **Part-I** of the **1st Schedule** below (**Said Property**).
- 4.2 **Parking Space:** ____ (_____) Open/Covered Garage includes the service area for the respective car parking, in the ground floor of the Said Complex and the Open parking in the ground level of the Said complex, described in Part II of the 6th Schedule below (Parking Space).
- 4.3 **Land Share:** Undivided, impartible, proportionate and variable share in the land comprised in the Said Property as is attributable to the Said Unit (**Land Share**). The Land Share is/shall be derived by taking into consideration the proportion which the carpet area of the Said Unit and Parking Space bears to the total carpet area of the Said Block.
- 4.4 **Share In Common Portions:** Undivided, impartible, proportionate and variable share and/or interest in the common areas, amenities and facilities of the Said Block as is attributable to the Said Unit (**Share In Common Portions**), the said common areas, amenities and facilities being described in the 2nd **Schedule** below (collectively **Common Portions**). The Share In Common Portions is/shall be derived by taking into consideration the proportion which the carpet area of the Said Unit bears to the total carpet area of the Said Block.
- 4.5 **Easement Rights over Complex Common Portions:** Right of easement on facilities and amenities which may be provided by the Sellers for common benefit and utilization of all or specified portions of the Said Complex, described in **4th Schedule** below (collectively **Complex Common Portions**). *It is clarified that the Complex Common Portions shall always be and remain subject to change and modification, as be deemed fit and necessary by the Sellers, to accommodate their future plans regarding the Said Complex and the Buyers hereby accepts the same and shall not, under any circumstances, raise any objection or hindrance thereto.*

- 4.6 The Said Unit, the Land Share, the Parking Space (if any), the Share In Common Portions and the Easement Rights over Complex Common Portions collectively described in **Part-III** of the **6th Schedule** below (collectively **Said Unit And Appurtenances**).

5. Background

- 5.1 **Ownership of Chholeman Mondal:** Chholeman Mondal was the owner of land measuring (1) 16.5 (sixteen point five) decimal comprised in C.S. Dag No. 1550, R.S./L.R. Dag No. 1581, recorded in Khatian No. 18, Mouza Mohammadpur, J.L. No. 32, Police Station Rajarhat, District North 24 Parganas (First Portion of First Property) and (2) 71 (seventy one) decimal comprised in C.S. Dag No. 1555, R.S./L.R. Dag No. 1586, recorded in Khatian No. 312, Mouza Mohammadpur, J.L. No. 32, Police Station Rajarhat, District North 24 Parganas (**First Portion of Fifth Property**) along with various other properties at Mouza Mohammadpur, J.L. No. 32, Police Station Rajarhat, District North 24 Parganas.
- 5.2 **Deed of Settlement by Chholeman Mondal:** By a Deed of Settlement dated 13th December, 1983, registered in the Office of the Sub-Registrar, Cossipur, Dum Dum, in Book No. I, Volume No. 12, at Pages 289 to 296, being Deed No. 298 for the year 1983 (Deed of Family Settlement), Chholeman Mondal executed a Deed of Family Settlement to and in favour of Sahidul Islam Mondal alias Sahidul Islam Molla (Owner No. 3.1 herein), Wahidul Islam Mondal alias Md. Wahidul Islam (Owner No. 3.2 herein), Usman Mondal alias Md. Usman Ali Molla alias Ochman Molla, Sahajahan Mondal alias Sahajahan Islam Molla (Owner No. 3.3 herein), Safikul Islam Mondal alias Safikul Islam Molla (Owner No. 3.4 herein) and Salim Mondal alias Salim Molla (Owner No. 3.5 herein) in respect of the First Portion of First Property and the First Portion of Fifth Property along with various other properties.
- 5.3 **Demise of Chholeman Mondal:** Thus after demise of Chholeman Mondal and as per the Deed of Family Settlement, Sahidul Islam Mondal alias Sahidul Islam Molla (Owner No. 3.1 herein), Wahidul Islam Mondal alias Md. Wahidul Islam (Owner No. 3.2 herein), Usman Mondal alias Md Usman Ali Molla alias Ochman Molla, Sahajahan Mondal alias Sahajahan Islam Molla (Owner No. 3.3 herein), Safikul Islam Mondal alias Safikul Islam Molla (Owner No. 3.4 herein) and Salim Mondal alias Salim Molla (Owner No. 3.5 herein) have become the joint and undisputed owners of the First Portion of First Property and the First Portion of Fifth Property.
- 5.4 **Ownership of Lal Mohhammad Mondal:** Lal Mohhammad Mondal alias Hazi Lal Mohammad Molla, was the recorded owner of land measuring (1) 8 (eight) decimal comprised in C.S. Dag No. 1550, R.S./L.R. Dag No. 1581, recorded in L.R. Khatian No. 1140, Mouza Mohammadpur, J.L. No. 32, Police Station Rajarhat, District North 24 Parganas (**Second Portion of First Property**) (2) 34 (thirty four) decimal comprised in C.S. Dag No. 1551, R.S./L.R. Dag No. 1582, recorded in L.R. Khatian No. 1140, Mouza Mohammadpur, J.L. No. 32, Police

Station Rajarhat, District North 24 Parganas (Second Property) (3) 15 (fifteen) decimal comprised in C.S. Dag No. 1552, R.S./L.R. Dag No. 1583, recorded in L.R. Khatian No. 1140, Mouza Mohammadpur, J.L. No. 32, Police Station Rajarhat, District North 24 Parganas (**First Portion of Third Property**) (4) 36 (thirty six) decimal comprised in C.S. Dag No. 1555, R.S./L.R. Dag No. 1586, recorded in L.R. Khatian No. 1140, Mouza Mohammadpur, J.L. No. 32, Police Station Rajarhat, District North 24 Parganas (**Second Portion of Fifth Property**) (5) 15 (fifteen) decimal comprised in C.S. Dag No. 1556, R.S./L.R. Dag No. 1587, recorded in L.R. Khatian No. 1140, Mouza Mohammadpur, J.L. No. 32, Police Station Rajarhat, District North 24 Parganas (**First Portion of Sixth Property**) along with various other properties.

- 5.5 **Sale by Lal Mohhamad Mondal:** By a Bengali Deed of Conveyance (Kobala) dated 19th November, 1988, registered in the Office of the Additional District Sub-Registrar, Bidhannagar (Salt Lake City), in Book No. I, Volume No. 193, at Pages 213 to 226, being Deed No. 9500 for the year 1988, Lal Mohhamad Mondal alias Hazi Lal Mohammad Molla, sold conveyed and transferred the Second Portion of First Property, the Second Property, the First Portion of the Third Property, the Second Portion of the Fifth Property and the First Portion of the Sixth Property, along with various other properties, to Wahidul Islam Mondal alias Md. Wahidul Islam (Owner No. 3.2 herein), Usman Mondal alias Md Usman Ali Molla alias Ochman Molla, Sahajahan Mondal alias Sahajahan Islam Molla (Owner No. 3.3 herein), Safikul Islam Mondal alias Safikul Islam Molla (Owner No. 3.4 herein) and Salim Mondal alias Salim Molla (Owner No. 3.5 herein), for the consideration mentioned therein.
- 5.6 **Ownership of Jehennat Bibi:** Jehennat Bibi, was the owner of land measuring (1) 3 (three) decimal comprised in C.S. Dag No. 1550, R.S./L.R. Dag No. 1581, recorded in Khatian No. 587/2, Mouza Mohammadpur, J.L. No. 32, Police Station Rajarhat, District North 24 Parganas (**Third Portion of First Property**) (2) 12 (twelve) decimal comprised in C.S. Dag No. 1555, R.S./L.R. Dag No. 1586, recorded in Khatian No. 587/2, Mouza Mohammadpur, J.L. No. 32, Police Station Rajarhat, District North 24 Parganas (**Third Portion of Fifth Property**) and (3) 7.25 (seven point two five) decimal comprised in C.S. Dag No. 1556, R.S./L.R. Dag No. 1587, recorded in Khatian No.17, Mouza Mohammadpur, J.L. No. 32, Police Station Rajarhat, District North 24 Parganas (**Second Portion of Sixth Property**) along with various other properties.
- 5.7 **Sale by Jehenanat Bibi:** By a Bengali Deed of Conveyance (Kobala), dated 11th May, 1988, registered in the Office of the Additional District Sub-Registrar, Bidhannagar (Salt Lake City), in Book No. I, Volume No. 74, at Pages 425 to 432, being Deed No. 3656 for the year 1988, Jehennat Bibi, sold, conveyed and transferred the Third Portion of First Property, the Third Portion of Fifth Property and the Second Portion of Sixth Property along with various other properties, to Wahidul Islam Mondal alias Md. Wahidul Islam (Owner No. 3.2 herein), Usman Mondal alias Md Usman Ali Molla alias Ochman Molla, Sahajahan Mondal alias Sahajahan Islam Molla (Owner No. 3.3 herein), Safikul

Islam Mondal alias Safikul Islam Molla (Owner No. 3.4 herein) and Salim Mondal alias Salim Molla (Owner No. 3.5 herein), for the consideration mentioned therein.

- 5.8 **Ownership of Kalu Molla & Others:** Kalu Molla, Jamal Molla, Janmahammad Molla, Jalal Molla, Akila Khatun and Sakila Bibi, were the recorded owners of land measuring (1) 3 (three) decimal comprised in C.S. Dag No. 1550, R.S./L.R. Dag No. 1581, recorded in Khatian Nos. 400/1, 584/1, 553/2, 613/1, 17/1 and 1235/1, Mouza Mohammadpur, J.L. No. 32, Police Station Rajarhat, District North 24 Parganas (**Fourth Portion of First Property**) (2) 12 (twelve) decimal comprised in C.S. Dag No. 1555, R.S./L.R. Dag No. 1586, recorded in Khatian Nos. 400/1, 584/1, 553/2, 613/1, 17/1 and 1235/1, Mouza Mohammadpur, J.L. No. 32, Police Station Rajarhat, District North 24 Parganas (**Fourth Portion of Fifth Property**) and (3) 8 (eight) decimal comprised in C.S. Dag No. 1556, R.S./L.R. Dag No. 1587, recorded in Khatian Nos. 400/1, 584/1, 553/2, 613/1, 17/1 and 1235/1, Mouza Mohammadpur, J.L. No. 32, Police Station Rajarhat, District North 24 Parganas (**Third Portion of Sixth Property**) along with various other properties.
- 5.9 **Sale by Kalu Molla & Others:** By a Bengali Deed of Conveyance (Kobala) executed on 27th January, 1999 and registered on 21st March, 2003, registered in the Office of Additional District Sub-Registrar, Bidhannagar (Salt Lake City), in Book No. I, Volume No. 168, at Pages 227 to 238, being Deed No. 02954 for the year 2003, Kalu Molla & Others sold conveyed and transferred the Fourth Portion of First Property, the Fourth Portion of Fifth Property and the Third Portion of Sixth Property along with various other properties, to Wahidul Islam Mondal alias Md. Wahidul Islam (Owner No. 3.2 herein), Usman Mondal alias Md Usman Ali Molla alias Ochman Molla, Sahajahan Mondal alias Sahajahan Islam Molla (Owner No. 3.3 herein), Safikul Islam Mondal alias Safikul Islam Molla (Owner No. 3.4 herein) and Salim Mondal alias Salim Molla (Owner No. 3.5 herein), for the consideration mentioned therein.
- 5.10 **Ownership of Moharjan Bibi:** Moharjan Bibi was the owner of land measuring 7.25 (seven point two five) decimal comprised in C.S. Dag No. 1556, R.S./L.R. Dag No. 1587, recorded in Khatian No.1029/1, Mouza Mohammadpur, J.L. No. 32, Police Station Rajarhat, District North 24 Parganas (**Fourth Portion of Sixth Property**) along with various other properties.
- 5.11 **Gift by Moharjan Bibi:** By Bengali Deed of Gift (Danpotra) dated 4th May, 2011, registered in the Office of the Additional District Sub-Registrar, Bidhannagar (Salt Lake City), in Book No. I, Volume No. 10, at Pages 6794 to 6805, being Deed No. 05083 for the year 2011, Moharjan Bibi, out of her love and affection gifted the Fourth Portion of Sixth Property along with various other properties, to her daughter, Marjina Bibi and who subsequently mutated her name in the records of Land Revenue Settlement vide L.R. Khatian No. 7245 with respect to the same.

- 5.12 **Sale by Marjina Bibi:** By a Bengali Deed of Conveyance (Kobala) dated 23rd April, 2014, registered in the Office of the Additional District Sub-Registrar, Rajarhat, in Book No. I, CD Volume No. 7, at Pages 11663 to 11675, being Deed No. 04669 for the year 2014, Marjina Bibi sold conveyed and transferred the Fourth Portion of Sixth Property along with various other properties to Wahidul Islam Mondal alias Md. Wahidul Islam (Owner No. 3.2 herein), Usman Mondal alias Md Usman Ali Molla alias Ochman Molla, Sahajahan Mondal alias Sahajahan Islam Molla (Owner No. 3.3 herein), Safikul Islam Mondal alias Safikul Islam Molla (Owner No. 3.4 herein) and Salim Mondal alias Salim Molla (Owner No. 3.5 herein), for the consideration mentioned therein.
- 5.13 **Ownership of Abu Bakkar Mistri and others:** Abu Bakkar Mistri, Usman Mistri alias Usman Gani, Akbar Mistri, Ajar Ali Mistri, Neharjan Bibi, Fatema Bibi, Rakiya Bibi, Rahima Bibi, Chhalima Bibi (collectively **Abu Bakkar & Others**) were joint owners of land measuring 16 (sixteen) decimal comprised in R.S./L.R. Dag No. 1583, recorded in L.R. Khatian Nos. 1473, 1474, 1475, 1476, 1477, Mouza Mohammadpur, J.L. No. 32, Police Station Rajarhat, within the limits of Rajarhat Bishnupur No. 2 Gram Panchayat, District North 24 Parganas (**Second Portion of Third Property**).
- 5.14 **First Sale by Abu Bakkar & Others:** By a Bengali Deed of Conveyance (Kobala) dated 23rd April, 2014, registered in the Office of Additional District Sub-Registrar, Rajarhat, in Book No. I, CD Volume No. 7, at Pages 11568 to 11582, being Deed No. 04664 for the year 2014, Abu Bakkar Mistri & Others, jointly sold, conveyed and transferred land measuring 6 (six) decimal, out of Second Portion of Third Property, to Wahidul Islam Mondal alias Md. Wahidul Islam (Owner No. 3.2 herein), Usman Mondal alias Md. Usman Ali Molla alias Ochman Molla and Sahajahan Mondal alias Sahajahan Islam Molla (Owner No. 3.3 herein), for the consideration mentioned therein.
- 5.15 **Second Sale by Abu Bakkar & Others:** By a Bengali Deed of Conveyance (Kobala) dated 23rd April, 2014, registered in the Office of Additional District Sub-Registrar, Rajarhat, in Book No. I, CD Volume No. 7, at Pages 11648 to 11662, being Deed No. 04668 for the year 2014, Abu Bakkar Mistri & Others jointly sold, conveyed and transferred land measuring 4 (four) decimal, out of Second Portion of Third Property, to Safikul Islam Mondal alias Safikul Islam Molla (Owner No. 3.4 herein) and Salim Mondal alias Salim Molla (Owner No. 3.5 herein), for the consideration mentioned therein.
- 5.16 **Ownership of Iman Ali Molla:** Iman Ali Molla, was the recorded owner of land measuring 17.75 (seventeen point seven five) decimal comprised in R.S./L.R. Dag No. 1584, recorded in L.R. Khatian No. 255 at Mouza Mohammadpur, J.L. No. 32, Police Station Rajarhat, within the limits of Rajarhat Bishnupur No. 2 Gram Panchayat, District North 24 Parganas (**First Portion of Fourth Property**).
- 5.17 **Demise of Iman Ali Molla:** Iman Ali Molla, a Muslim, governed by the Sunni School of Mohammedan Law, died intestate leaving behind his wife,

Rahimonnechha Bibi, 3 (three) son, namely, Eyazul Molla, Arijul Molla and Emdadul Molla and 5 (five) daughters, namely, Rahanara Bibi, Sabijan Bibi, Aachhiya Bibi, Rakiya Bibi and Rashiya Bibi, as his only surviving legal heirs and heiresses, (collectively Legal Heirs of **Iman Ali Molla**), who jointly inherited the right, title and interest of the First Portion of Fourth Property, as per the Muslim law of inheritance.

- 5.18 **Gift by Rahimonnechha Bibi:** By a Bengali Deed of Gift (Danpatra), dated 28th May, 2004, registered in the Office of Additional District Sub-Registrar, Bidhannagar (Salt Lake City), in Book No. I, Volume No. 352, at Pages 1 to 17, being Deed No. 05912 for the year 2004, Rahimonnechha Bibi, gifted her share in the First Portion of Fourth Property to Eyazul Molla, Arijul Molla and Emdadul Molla.
- 5.19 **Gift by Sabijan Bibi and Others:** By a Bengali Deed of Gift (Danpatra), dated 22nd July, 2008, registered in the Office of District Sub-Registrar, Barasat, in Book No. I, Volume No. 18, at Pages 921 to 943, being Deed No. 05012 for the year 2010, Sabijan Bibi, Aachhiya Bibi, Rakiya Bibi and Rashiya Bibi, gifted their share in the First Portion of Fourth Property to Eyazul Molla.
- 5.20 **Ownership of First Portion of Fourth Property:** In the abovementioned circumstances, Eyazul Molla, Arijul Molla, Emdadul Molla and Rahanara Bibi (collectively **Eyazul Molla & Others**) have become the owners of their respective share in the First Portion of Fourth Property.
- 5.21 **Ownership of Noor Ali Molla (Mondal):** Noor Ali Molla (Mondal), was the recorded owner of land measuring 17.75 (seventeen point seven five) decimal, comprised in R.S./L.R. Dag No. 1584, recorded in L.R. Khatian No. 703 at Mouza Mohammadpur, J.L. No. 32, Police Station Rajarhat, within the limits of Rajarhat Bishnupur No. 2 Gram Panchayat, District North 24 Parganas (**Second Portion of Fourth Property**).
- 5.22 **Demise of Noor Ali Molla:** Noor Ali Molla, a Muslim, governed by the Sunni School of Mohammedan Law, died intestate leaving behind his wife, Ujjala Bibi, 4 (four) son, namely, Ansar Ali Molla, Atabddin Molla, Sahabaddin Molla and Kutubaddin Molla, 2 (two) daughters, namely, Halima Bibi and Aklima Bibi, as his only surviving legal heirs and heiresses, (collectively **Legal Heirs of Noor Ali Molla**), who jointly inherited the right, title and interest of the Second Portion of Fourth Property, as per the Muslim law of inheritance.
- 5.23 **Sale by Eyazul Molla & Others and Legal Heirs of Noor Ali Molla:** By a Bengali Deed of Conveyance (Kobala), dated 8th September 2010, registered in the Office of the Additional District Sub-Registrar, Bidhannagar (Salt Lake City), in Book No. I, Volume No. 15, at Pages 10807 to 10825, being Deed No. 09341 for the year 2010, Eyazul Molla & Others and the Legal Heirs of Noor Ali Molla jointly sold, conveyed and transferred the First Portion of Fourth Property and the Second Portion of Fourth Property to Wahidul Islam Mondal alias Md.

Wahidul Islam (Owner No. 3.2 herein), Usman Mondal alias Md. Usman Ali Molla alias Ochman Molla, Sahajahan Mondal alias Sahajahan Islam Molla (Owner No. 3.3 herein), Safikul Islam Mondal alias Safikul Islam Molla (Owner No. 3.4 herein) and Salim Mondal alias Salim Molla (Owner No. 3.5 herein), for the consideration mentioned therein.

- 5.24 **Ownership of Monohara Bibi alias Monoyara Bibi:** Monohara Bibi alias Monoyara Bibi was the recorded owner of land measuring (1) 3 (three) decimal comprised in R.S./L.R. Dag No. 1581, recorded in Khatian No. 994, Mouza Mohammadpur, J.L. No. 32, Police Station Rajarhat, District North 24 Parganas (**Fifth Portion of First Property**) (2) 11.83 (eleven point eight three) decimal comprised in R.S./L.R. Dag No. 1586, recorded in Khatian No. 994, Mouza Mohammadpur, J.L. No. 32, Police Station Rajarhat, District North 24 Parganas (**Fifth Portion of Fifth Property**) and (3) 7.25 (seven point two five) decimal comprised in R.S./L.R. Dag No. 1587, recorded in Khatian No. 994, Mouza Mohammadpur, J.L. No. 32, Police Station Rajarhat, District North 24 Parganas (**Fifth Portion of Sixth Property**).
- 5.25 **Sale by Monohara Bibi:** By a Deed of Conveyance executed on 3rd October 2007 and registered on 14th June 2010, registered in the Office of the District Sub Registrar - II, Barasat, in Book No. I, CD Volume No. 21, Pages 251 to 265, being Deed No. 05837 for the year 2010, Monohara Bibi sold, conveyed and transferred the Fifth Portion of First Property and land measuring 11 (eleven) decimal out of Fifth Portion of Fifth Property, to Mundhra Developers Pvt. Ltd., for the consideration mentioned therein.
- 5.26 **Sale by Mundhra Developers Pvt. Ltd.:** By three different Deeds of Conveyance, all dated 16th December 2014, registered in the Office of the Additional District Sub-Registrar, Rajarhat, (1) in Book No. I, CD Volume No. 23, at Pages 7846 to 7861, being Deed No. 14163 for the year 2014 (2) in Book No. I, CD Volume No. 23, at Pages 7862 to 7877, being Deed No. 14164 for the year 2014 and (3) in Book No. I, CD Volume No. 23, at Pages 7878 to 7893, being Deed No. 14165 for the year 2014, Mundhra Developers Pvt. Ltd. sold conveyed and transferred the Fifth Portion of First Property and land measuring 11 (eleven) decimal out of Fifth Portion of Fifth Property to Wahidul Islam Mondal alias Md. Wahidul Islam (Owner No. 3.2 herein), Usman Mondal alias Md. Usman Ali Molla alias Ochman Molla, Sahajahan Mondal alias Sahajahan Islam Molla (Owner No. 3.3 herein), Safikul Islam Mondal alias Safikul Islam Molla (Owner No. 3.4 herein) and Salim Mondal alias Salim Molla (Owner No. 3.5 herein), for the consideration mentioned therein.
- 5.27 **Sale by Monohara Bibi alias Monoyara Bibi:** By 2 (two) Deeds of Conveyance both dated 19th December 2014 and registered in the Office of the Additional District Sub-Registrar, Rajarhat (1) in Book No. I, CD Volume No. 23, at Pages 11251 to 11266, being Deed No. 14317 for the year 2014 and (2) in Book No. I, CD Volume No. 23, at Pages 11310 to 11327, being Deed No. 14319 for the year 2014, Monohara Bibi alias Monoyara Bibi sold, conveyed and transferred land

measuring 0.83 (zero point eight three) decimal out of the Fifth Portion of Fifth Property and entirety of the Fifth Portion of Sixth Property to Wahidul Islam Mondal alias Md. Wahidul Islam (Owner No. 3.2 herein), Usman Mondal alias Md Usman Ali Molla alias Ochman Molla, Sahajahan Mondal alias Sahajahan Islam Molla (Owner No. 3.3 herein), Safikul Islam Mondal alias Safikul Islam Molla (Owner No. 3.4 herein) and Salim Mondal alias Salim Molla (Owner No. 3.5 herein), for the consideration mentioned therein.

- 5.28 **Mutation:** The Owner Nos. 3.1 to 3.5 and Usman Mondal alias Md. Usman Ali Molla alias Ochman Molla duly mutated their names in respect of the First Property, the Second Property, the Third Property, the Fourth Property, the Fifth Property and the Sixth Property in the records of Land Reforms Settlement vide L.R. Khatian Nos. 7/1, 1258/1, 1283/1, 1312/1, 1330/1 and 297/1.
- 5.29 **Gift by Usman Mondal alias Md. Usman Ali Molla alias Ochman Molla:** By a Deed of Gift, dated 26th March, 2016, registered in the Office of Additional District Sub-Registrar, Rajarhat, in Book No. I, Volume No. 1523-2016, at Pages 114120 to 114145, being Deed No. 152303631 for the year 2016, Usman Mondal alias Md. Usman Ali Molla alias Ochman Molla gifted his share in the First Property, Second Property, Third Property, Fourth Property, Fifth Property and the Sixth Property and together with others plots of land to Wahidul Islam Mondal alias Md. Wahidul Islam (Owner No. 3.2 herein).
- 5.30 **Ownership of Golam Sadique Dhali:** Golam Sadique Dhali was the recorded owner of (1) undivided sali land measuring 11 (eleven) decimal, equivalent to 06 (six) cottah 10 (ten) chittack and 22 (twenty two) square feet, more or less, out of total 44 (forty four) decimal comprised in R.S./L.R. Dag No. 1492, recorded in L.R. Khatian No. 477 (**First Portion of Seventh Property**) (2) undivided sali land measuring 13.75 (thirteen point seven five) decimal, equivalent to 08 (eight) cottah 05 (five) chittack and 04 (four) square feet, more or less, out of total 55 (fifty five) decimal, comprised in R.S./L.R. Dag No. 1493, recorded in L.R. Khatian No. 477 (**First Portion of Eighth Property**).
- 5.31 **Sale by Golam Sadique Dhali:** By a Deed of Conveyance dated 24th February 2015, registered in the Office of the Additional District Sub Registrar, Rajarhat, in Book No. I, CD Volume No. 4, Pages 10966 to 10982, being Deed No. 02211 for the year 2015, Golam Sadique Dhali sold, conveyed and transferred undivided sali land measuring 11 (eleven) decimal, equivalent to 06 (six) cottah 10 (ten) chittack and 22 (twenty two) square feet, more or less, out of total 44 (forty four) decimal comprised in R.S./L.R. Dag No. 1492, recorded in L.R. Khatian No. 477 (**First Portion of Seventh Property**) (2) undivided sali land measuring 13.75 (thirteen point seven five) decimal, equivalent to 08 (eight) cottah 05 (five) chittack and 04 (four) square feet, more or less, out of total 55 (fifty five) decimal, comprised in R.S./L.R. Dag No. 1493, recorded in L.R. Khatian No. 477 (**First Portion of Eighth Property**) to Realtech Housing Company, Realtech Builders Company and Reality Developers & Co., for the consideration mentioned therein.

- 5.32 **Ownership of Abdul Rashid Dhali alias Rasid Dhali:** Abdul Rashid Dhali alias Rasid Dhali was the recorded owner of (1) undivided sali land measuring 11 (eleven) decimal, equivalent to 06 (six) cottah 10 (ten) chittack and 22 (twenty two) square feet, more or less, out of total 44 (forty four) decimal comprised in R.S./L.R. Dag No. 1492, recorded in L.R. Khatian No. 1054 (**Second Portion of Seventh Property**) (2) undivided sali land measuring 13.75 (thirteen point seven five) decimal, equivalent to 08 (eight) cottah 05 (five) chittack and 04 (four) square feet, more or less, out of total 55 (fifty five) decimal, comprised in R.S./L.R. Dag No. 1493, recorded in L.R. Khatian No. 1054 (**Second Portion of Eighth Property**).
- 5.33 **Sale by Abdul Rashid Dhali alias Rasid Dhali:** By a Deed of Conveyance dated 27th February 2015, registered in the Office of the Additional District Sub Registrar, New Town, in Book No. I, CD Volume No. 5, Pages 6365 to 6381, being Deed No. 02562 for the year 2015, Abdul Rashid Dhali alias Rasid Dhali sold, conveyed and transferred undivided sali land measuring 11 (eleven) decimal, equivalent to 06 (six) cottah 10 (ten) chittack and 22 (twenty two) square feet, more or less, out of total 44 (forty four) decimal comprised in R.S./L.R. Dag No. 1492, recorded in L.R. Khatian No. 1054 (**Second Portion of Seventh Property**) (2) undivided sali land measuring 13.75 (thirteen point seven five) decimal, equivalent to 08 (eight) cottah 05 (five) chittack 04 (four) square feet, more or less, out of total 55 (fifty five) decimal, comprised in R.S./L.R. Dag No. 1493, recorded in L.R. Khatian No. 1054 (**Second Portion of Eighth Property**) to N. R. Construction Company, Neha Griha Nirman Company And R. B. Development Company, for the consideration mentioned therein.
- 5.34 **Ownership of Basir Ahamed Dhali:** Basir Ahamed Dhali was the recorded owner of (1) undivided sali land measuring 11 (eleven) decimal, equivalent to 06 (six) cottah 10 (ten) chittack and 22 (twenty two) square feet, more or less, out of total 44 (forty four) decimal comprised in R.S./L.R. Dag No. 1492, recorded in L.R. Khatian No. 806 (**Third Portion of Seventh Property**) (2) undivided sali land measuring 13.75 (thirteen point seven five) decimal, equivalent to 08 (eight) cottah 05 (five) chittack and 04 (four) square feet, more or less, out of total 55 (fifty five) decimal, comprised in R.S./L.R. Dag No. 1493, recorded in L.R. Khatian No. 806 (**Third Portion of Eighth Property**).
- 5.35 **Sale by Basir Ahamed Dhali:** By a Deed of Conveyance dated 31st March 2015, registered in the Office of the Additional District Sub Registrar, Rajarhat, in Book No. I, CD Volume No. 8, Pages 5307 to 5322, being Deed No. 4146 for the year 2015, Basir Ahamed Dhali sold, conveyed and transferred undivided sali land measuring 11 (eleven) decimal, equivalent to 06 (six) cottah 10 (ten) chittack and 22 (twenty two) square feet, more or less, out of total 44 (forty four) decimal comprised in R.S./L.R. Dag No. 1492, recorded in L.R. Khatian No. 806 (**Third Portion of Seventh Property**) (2) undivided sali land measuring 13.75 (thirteen point seven five) decimal, equivalent to 08 (eight) cottah 05 (five) chittack and 04 (four) square feet, more or less, out of total 55 (fifty five) decimal, comprised in R.S./L.R. Dag No. 1493, recorded in L.R. Khatian No.806 (**Third Portion of**

Eighth Property) to Skyscraper Developers Company, Skyscraper Realmoon Construction and Reality Realestate Company, for the consideration mentioned therein.

- 5.36 **Mutation by Owner Nos. 3.6 to 3.14:** The Owner Nos. 3.6 to 3.14 duly mutated their names as owners of the Seventh Property and the Eighth Property in the records of Land Reforms Settlement vide L.R. Khatian Nos. 8137, 8138, 8139, 8134, 8136, 8135, 8186, 8185 and 8184.
- 5.37 **Title of the Owners:** In the abovementioned circumstances, the Owners have acquired joint right, title and interest of the First Property, the Second Property, the Third Property, the Fourth Property, the Fifth Property, the Sixth Property, the Seventh Property and the Eighth Property (collectively **Said Property**), free from all encumbrances.
- 5.38 **Development Agreements:** With the intention of developing and commercially exploiting their respective land by constructing new building thereon and selling the Flats and other covered and open spaces therein (**Flats**), the Owners have appointed Realtech Nirman Private Limited, who is a well-known Promoter, to develop their respective land and have subsequently entered into various agreements, the details of those agreements are given below (collectively **Development Agreements**).

Sl No.	Name of the Owners	Date	Registration Office	Book No.	CD Volume No.	Pages	Deed No.
1.	Owner Nos. 3.1.to 3.5	28.03.16	ADSR, Rajarhat	I	1523-2016	109279 - 109332	152303643 of 2016
2.	Owner No. 3.6	1.10.15	ADSR, Rajarhat	I	1523-2015	145045 - 145079	152311052 of 2015
3.	Owner No. 3.7	1.10.15	ADSR, Rajarhat	I	1523-2015	145080 - 145114	152311048 of 2015
4.	Owner no. 3.8	1.10.15	ADSR, Rajarhat	I	1523-2015	145010 - 145044	152311053 of 2015
5.	Owner no. 3.9	1.10.15	ADSR, Rajarhat	I	1523-2015	145185 - 145219	152311045 of 2015
6.	Owner no. 3.10	1.10.15	ADSR, Rajarhat	I	1523-2015	144905 - 144939	152311050 of 2015
7.	Owner no. 3.11	1.10.15	ADSR, Rajarhat	I	1523-2015	145150 - 145184	152311049 of 2015
8.	Owner no. 3.12	1.10.15	ADSR, Rajarhat	I	1523-2015	144940 - 144974	152311043 of 2015
9.	Owner no. 3.13	1.10.15	ADSR, Rajarhat	I	1523-2015	144975 - 145009	152311044 of 2015

10.	Owner no. 3.14	1.10.15	ADSR, Rajarhat	I	1523-2015	145115 - 145149	152311055 of 2015
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5.39 **Power of Attorney:** By 10 (ten) nos. registered Power of Attorney Owners have appointed Shishir Gupta and Sk. Nasir as their lawful attorney and empowered them to do all acts, things and deeds in relation to develop the entire land by constructing the Said Complex and to sell various saleable areas comprised in the Said Block/Said Complex and to execute this Conveyance on their behalf, the details of those Power of Attorneys are given below:

Sl No.	Name of the Owners	Date	Registration Office	Book No.	CD Volume No.	Pages	Deed No.
1.	Owner Nos. 3.1.to 3.5	28.3.2016	ADSR, Rajarhat	I	1523-2016	114146 - 114173	152303657 of 2016
2.	Owner No. 3.6	9.10.2015	ADSR, Rajarhat	I	1523-2015	159520 - 159538	152311474 of 2015
3.	Owner No. 3.7	9.10.2015	ADSR, Rajarhat	I	1523-2015	159391 - 159409	152311476 of 2015
4.	Owner no. 3.8	9.10.2015	ADSR, Rajarhat	I	1523-2015	159372 - 159390	152311475 of 2015
5.	Owner no. 3.9	9.10.2015	ADSR, Rajarhat	I	1523-2015	159334 - 159352	152311469 of 2015
6.	Owner no. 3.10	9.10.2015	ADSR, Rajarhat	I	1523-2015	159444 - 159462	152311468 of 2015
7.	Owner no. 3.11	9.10.2015	ADSR, Rajarhat	I	1523-2015	159463 - 159481	152311470 of 2015
8.	Owner no. 3.12	9.10.2015	ADSR, Rajarhat	I	1523-2015	159353 - 159371	152311471 of 2015
9.	Owner no. 3.13	9.10.2015	ADSR, Rajarhat	I	1523-2015	159482 - 159500	152311472 of 2015
10.	Owner no. 3.14	9.10.2015	ADSR, Rajarhat	I	1523-2015	159501 - 159519	152311473 of 2015

5.40 **Sanctioned Plans:** Pursuant to the Development Agreements, for construction of the Said Complex, the Promoter has got a No Objection Certificate for sanction building plan by the Newtown Kolkata Development Authority, vide memo no. 6982/NKDA/BPS-04(2)/2014, dated 21/12/2016 and the building plan Sanctioned and Approved by the Executive Officer, Rajarhat Panchayat Samity, on 9th January, 2017 for construction of the Said Complex (**Sanctioned Plans**, which includes all sanctioned/permmissible vertical/horizontal extensions and modifications made thereto, if any, from time to time).

- 5.41 **Allocation:** By mutual consent, certain Units in the Said Complex have been allocated to the Owners (collectively **Owners' Allocation**) and certain other Units in the Said Complex have been allocated to the Promoter (collectively **Promoter's Allocation**). In terms of the Development Agreements, the Promoter has agreed to **(1)** partly buy the area out of the Owners' Allocation for the consideration mentioned therein and **(2)** allocate the balance area in the Said Complex to the respective Owners out of Owners' Allocation by providing Units in the Said Complex. It is to be further clarified here that the Promoter has separate agreement whereby the Owners had permitted the Promoter to sell certain portion from the Owners' Allocation (collectively **Additional Promoter's Allocation**).
- 5.42 **Said Scheme:** For selling the Units comprised in the Promoter's Allocation and in the Additional Promoter's Allocation, the Promoter has adopted a scheme (**Said Scheme**). The Said Scheme is based on the legal premises that (1) the land contained in the Said Property is owned by the Owners and hence Land Shares therein must be transferred by the Owners, (2) such transfer by the Owners is in consideration of the Promoter bearing all costs for the construction of the Owners' Allocation except the Additional Promoter's Allocation and paying all other consideration to the Owners, (3) consequently, prospective purchaser (**Intending Buyers**) is nominee of the Promoter and would have to pay all consideration for the Land Shares to the Promoter and not the Owners, (4) the Units comprised in the Promoter's Allocation belong to the Promoter as they have been constructed by the Promoter at the Promoter's own cost and hence they shall be transferred by the Promoter, (5) to give perfect title to the Intending Buyers, the Owners and the Promoter should jointly enter into agreement with the Intending Buyers where under the Owners (accepting the Intending Buyers to be nominee of the Promoter) would agree to sell Land Shares to the Intending Buyers and the Promoter would agree to sell Units comprised in the Promoter's Allocation to the Intending Buyers and (6) the consolidated consideration payable by the Intending Buyers (for the Units and the Land Shares) should be received entirely by the Promoter.
- 5.43 **Commencement of Construction:** The Promoter commenced construction of the Said Complex on the Said Premises and announced sale of flats comprised in the Said Complex.
- 5.44 **Application and Allotment to Buyers:** The Buyers, upon full satisfaction of the Sellers' title, applied for allotment of the Said Flat And Appurtenances, described in **Part III** of the **6th Schedule** below, which is comprised in the Promoter's Allocation, and the Sellers allotted the same to the Buyers, who in due course entered into an Sale Agreement dated _____ duly registered in the Office of the Additional District Sub Registrar, _____, in Book No. I, Volume No. _____, Pages _____ to _____, being Deed No.

_____ for the year _____ (**Said Agreement**) for purchase of the Said Flat And Appurtenances, on the terms and conditions contained therein.

- 5.45 **Construction of Said Building:** The Promoter has completed construction of the Said Complex in the Said Premises.
- 5.46 **Conveyance to Buyers:** In furtherance of the above, the Sellers are completing the sale of the Said Flat And Appurtenances in favour of the Buyers, by these presents, on the terms and conditions contained herein.
- 5.47 **Acceptance of Conditions Precedent:** Notwithstanding anything contained in the Said Agreement, the Buyers confirm that the Buyers have accepted and agreed that the following are and shall be the conditions precedent to this Conveyance:
- 5.48.1 **Understanding of Scheme by Buyers:** The undertaking and covenant of the Buyers that the Buyers have understood and accepted the under mentioned scheme of development of the Sellers:
- (a) **Development of Said Premises:** The Sellers intend to develop the entirety of the Said Premises in due course and the Buyers hereby accept the same and shall not, under any circumstances, raise any objection or hindrance thereto.
- (b) **Extent of Ownership:** The ownership rights of the Buyers are limited to the Said Flat, the Parking Space, the Land Share and the Common Portions and the Buyers hereby accept the same and under no circumstances, shall be entitled to raise any objection.
- (c) **Common Portions Subject to Change:** The Common Portions shall always be and remain subject to change and modification, as be deemed fit and necessary by the Sellers, to accommodate their future plans regarding the Said Premises and the Buyers hereby accept the same and the Buyers shall not, under any circumstances, raise any objection or hindrance thereto.
- 5.48.2 **Satisfaction of Buyers:** The undertaking of the Buyers to the Sellers that the Buyers are acquainted with, fully aware of and is thoroughly satisfied about the title of the Sellers, the Sanctioned Plans, all the background papers, the right of the Sellers to grant this Conveyance, the scheme of development described above and the extent of the rights being granted in favour of the Buyers and the negative covenants mentioned above and elsewhere in this Conveyance and the Buyers hereby accept the same and shall not raise any objection with regard thereto.
- 5.48.3 **Rights Confined to Said Flat And Appurtenances:** The undertaking of the Buyers to the Sellers that the right, title and interest of the Buyers are confined only to the Said Flat And Appurtenances and the Sellers are entitled to deal with and dispose off all other portions of the Said Premises and the Said Complex to third parties at the sole discretion of the Sellers, which the Buyers hereby accept and to which the Buyers, under no circumstances, shall be entitled to raise any objection.

- 5.48.4 **Extension/Addition:** The undertaking of the Buyers to the Sellers that notwithstanding anything contained in this Conveyance, the Buyers have no objection and shall under no circumstances have any objection to the Sellers **(1)** integrating/adding (notionally or actually) other properties/land to the Said Complex and for this purpose, demolishing boundary walls and affixing gates wherever necessary and connecting existing passages to future passages **(2)** extending, modifying and realigning the extent, area, layout and location of the Said Complex including the Common Portions and other facilities **(3)** modifying the Sanctioned Plans, as may be necessary in this regard **(4)** granting to third parties all forms of unfettered and perpetual proportionate right of ownership and easement of use over the Common Portions and other facilities and **(5)** granting all rights of user and easements over the Common Portions and other facilities to the Intending Buyers or other owners. It is clearly understood by the Buyers that the Buyers shall not have any right to erect any wall/boundary wall in the Said Complex.
- 5.48.5 **Undertaking of Buyers:** The Buyers further undertake that in consideration of the Sellers conveying the Said Flat And Appurtenances to the Buyers, the Buyers have accepted the above conditions and has granted and shall be deemed to have granted to the Sellers, the other owners and all successors-in-interest/title unfettered and perpetual easements over, under and above all Common Portions comprised in the Said Complex, with right to connect the same to the other contiguous properties.

6. Transfer

- 6.1 **Hereby Made:** The Seller hereby sells, conveys and transfers to and unto the Buyers, absolutely and forever, free from all encumbrances of any and every nature whatsoever, the Said Flat And Appurtenances described in **Part-III** of the **6th Schedule** below, being :
- 6.1.1 **Said Unit:** Residential Unit No. _____, on the _____ floor, having carpet area measuring about _____ (_____) square feet and corresponding super built-up area of ____ (_____) square feet, in the Block ____ (**Said Block**), described in **Part-I** of the **6th Schedule** below (**Said Unit**), in the complex named "**HIJIBIJI**" (**Said Complex**), at Mouza Mohammadpur, J.L. No. 32, Police Station Rajarhat, within the limits of Rajarhat Bishnupur No. 2 Gram Panchayat, Additional District Sub-Registrar Rajarhat, District North 24 Parganas, Kolkata -700135, morefully described in **Part-I** of the **1st Schedule** below (**Said Property**).
- 6.1.2 **Parking Space:** ____ (_____) open/covered parking space in the ground floor of the Said Complex for parking of car, described in Part II of the **2nd Schedule below (Parking Space)**.
- 6.1.3 **Land Share:** Undivided, impartible, proportionate and variable share in the land comprised in the Said Property as is attributable to the Said Unit (**Land Share**). The Land Share is/shall be derived by taking into consideration the proportion which the carpet area of the Said Unit and Parking Space bears to the total carpet area of the Said Block.

- 6.1.4 **Share In Common Portions:** Undivided, impartible, proportionate and variable share and/or interest in the common areas, amenities and facilities of the Said Block as is attributable to the Said Unit (**Share In Common Portions**), the said common areas, amenities and facilities being described in the Part I of the **3rd Schedule** below (collectively **Common Portions**). The Share In Common Portions is/shall be derived by taking into consideration the proportion which the carpet area of the Said Unit bears to the total carpet area of the Said Block.
- 6.1.5 **Easement Rights over Complex Common Portions:** Right of easement on facilities and amenities which may be provided by the Sellers for common benefit and utilization of all or specified portions of the Said Complex, described in **Part II** of the **3rd Schedule** below (collectively **Complex Common Portions**). *It is clarified that the Complex Common Portions shall always be and remain subject to change and modification, as be deemed fit and necessary by the Sellers, to accommodate their future plans regarding the Said Complex and the Buyers hereby accepts the same and shall not, under any circumstances, raise any objection or hindrance thereto.*
- 6.1.6 The Said Unit, the Land Share, the Parking Space (if any), the Share In Common Portions and the Easement Rights over Complex Common Portions collectively described in **Part-III** of the **2nd Schedule** below (collectively **Said Unit And Appurtenances**).

7. Total Consideration

- 7.1 **Total Consideration:** The aforesaid transfer of the Said Flat And Appurtenances together with extra cost is being made by the Sellers in consideration of a sum of Rs. _____/-(Rupees _____) only (**Total Consideration**), paid by the Buyers to the Sellers, receipt of which the Sellers hereby and by the Receipt And Memo of Consideration below, admit and acknowledge.

8. Terms of Transfer

8.1 Conditions Precedent

- 8.1.1 **Title, Plan and Construction:** The Buyers have examined or caused to be examined the following and the Buyers are fully satisfied about the same and shall not be entitled to and covenant not to raise any requisition, query, clarification or objection regarding the same and also further waive the right, if any, to do so:
- (a) The right title and interest of the Sellers in respect of the Said Premises, the Said Complex and the Said Flat And Appurtenances;
 - (b) The Plans sanctioned by the Executive Officer, Rajarhat Panchayat Samity and Zilla Parishad, North 24 Parganas and Newtown Kolkata Development Authority;
 - (c) The construction and completion of the Said Complex, the Common Portions and the Said Flat including the quality, specifications, amenities-facilities, materials, workmanship and structural stability thereof.

- 8.1.2 **Measurement:** The Buyers have measured the area of the Said Flat and is satisfied regarding the same and agrees and covenants not to ask for any details or question the computation of area or make any claims in respect thereof.
- 8.2 **Salient Terms:** The transfer of the Said Flat And Appurtenances being effected by this Conveyance is:
- 8.2.1 **Sale:** a sale within the meaning of the Transfer of Property Act, 1882.
- 8.2.2 **Absolute:** absolute, irreversible and for ever.
- 8.2.3 **Free from Encumbrances:** free from all encumbrances of any and every nature whatsoever including but not limited to lis pendens, attachments, *liens*, charges mortgages, trusts, *debentures*, reversionary rights, residuary rights, claims and statutory prohibitions.
- 8.2.4 **Benefit of Common Portions:** Together with proportionate ownership, benefit of user and enjoyment of the Common Portions described in the **2nd Schedule** below, in common with the other co-owners of the Said Complex and the Sellers.
- 8.2.5 **Other Rights:** Together with all other rights appurtenant to the Said Flat And Appurtenances.
- 8.3 **Subject to:** The transfer of the Said Flat And Appurtenances being effected by this Conveyance is subject to:
- 8.3.1 **Payment of Extras:** The Buyers regularly and punctually paying the Extras i.e. proportionate costs, expenses, deposits and charges for electricity, generator, betterment fees, formation of a body which may be a syndicate, committee, body corporate, company or association under the West Bengal Apartment Ownership Act, 1975 an/or under the Co-operative Societies Act, 1983 (**Association**) taxes and entire costs, expenses, deposits and charges for legal fees, stamp duty and registration costs, additional works, maintenance deposit as detailed in the Sale Agreement.
- 8.3.2 **Payment of Common Expenses/Maintenance Charges:** The Buyers regularly and punctually paying proportionate share of all costs and expenses for maintenance and upkeep of the Common Portions (collectively **Common Expenses/Maintenance Charges**), indicative list of which is given in the **3rd Schedule** below.
- 8.3.3 **Easements And Quasi-easements:** observance, performance and acceptance of the easements, quasi-easements and other stipulations (collectively **Easements And Quasi-easements**), described in the **4th Schedule** below.
- 8.3.4 **Observance of Covenants:** The Buyers observing, performing and accepting the stipulations, regulations and covenants (collectively **Covenants**), described in the **5th Schedule** below.

8.3.5 **Indemnification by Buyers:** Indemnification by the Buyers about the Buyers faithfully and punctually observing and performing all covenants, stipulations and obligations required to be performed by the Buyers hereunder. The Buyers agree to keep indemnified the Sellers and/or their successors-in-interest, of from and against any losses, damages, costs, charges and expenses which may be suffered by the Sellers and/or their successors-in-interest by reason of any default of the Buyers.

9. Possession

9.1 **Delivery of Possession:** *Khas*, vacant, peaceful, satisfactory, acceptable, habitable and physical possession of the Said Flat And Appurtenances has been handed over by the Sellers to the Buyers, which the Buyers admit, acknowledge and accept.

10. Outgoings

10.1 **Payment of Outgoings:** All *Panchayat* taxes, surcharge, outgoings and levies of or on the Said Flat And Appurtenances, relating to the period till the date of expiry of the notice of possession of the Said Flat And Appurtenances to the Buyers (**Date Of Possession**), whether as yet demanded or not, shall be borne, paid and discharged by the Sellers and all liabilities, outgoings, charges, taxes and levies relating to the Said Flat And Appurtenances from the Date Of Possession shall be borne, paid and discharged by the Buyers.

11. Holding Possession

11.1 **Buyers Entitled:** The Sellers hereby covenant that the Buyers shall and may, from time to time, and at all times hereafter, peacefully and quietly enter into, hold, possess, use and enjoy the Said Flat And Appurtenances and every part thereof and receive rents, issues and profits thereof and all other benefits, rights and properties hereby granted, sold, conveyed, transferred, assigned and assured or expressed or intended so to be unto and to the Buyers, without any lawful eviction, hindrance, interruption, disturbance, claim or demand whatsoever from or by the Sellers or any person lawfully or equitably claiming any right or estate therein from under or in trust from the Sellers.

12. Further Acts

12.1 **Sellers to do:** The Sellers hereby covenant that the Sellers or any person claiming under it, shall and will from time to time and at all times hereafter, upon every request and at the cost of the Buyers and/or successors-in-interest of the Buyers, do and execute or cause to be done and executed all such acts, deeds and things for further or more perfectly assuring the title of the Buyers to the Said Flat And Appurtenances.

13. Further Construction

- 13.1 **Roof Rights:** A demarcated portion of the top roof of the Said Block shall remain common to all Buyers of the Said Block (**Common Roof**) and all common installations such as water tank and lift machine room shall be situated in the Common Roof. The balance portion of the top roof of the Said Block shall be in the possession of the Promoter.

14. General

- 14.1 **Conclusion of Contract:** The Parties have concluded the contract of sale in respect of the Said Flat And Appurtenances by this Conveyance after having exhaustively and comprehensively satisfied each other with regard to their respective rights, duties and obligations, statutory as well as contractual. Hence, any claim, under law or equity, shall be barred and shall not be maintainable by the Parties against each other in future.

15. Interpretation

- 15.1 **Number:** Words denoting the singular number include, where the context permits and requires, the plural number and vice-versa.
- 15.2 **Headings:** The headings in this Conveyance are inserted for convenience only and shall be ignored in construing the provisions of this Conveyance.
- 15.3 **Definitions:** Words and phrases have been defined in the Conveyance by bold print and by putting them within brackets. Where a word or phrase is defined, other parts of speech or grammatical forms of that word or phrase shall have corresponding meaning.
- 15.4 **Documents:** A reference to a document includes an amendment and supplement to, or replacement or novation of that document.

1st Schedule (Said Property)

(1) land measuring 4.45 (four point four five) decimal, equivalent to 2 (two) cottah 11 (eleven) chittack and 03 (three) square feet, more or less, out of 33 (thirty three) decimal, comprised in R.S/L.R. Dag No. 1581, recorded in L.R. Khatian Nos. 7/1, 297/1, 1258/1, 1283/1 and 1312/1, Mouza Mohammadpur, J.L. No. 32, Police Station Rajarhat, within the limits of Rajarhat Bishnupur No. 2 Gram Panchayat, Additional District Sub-Registrar Rajarhat (formerly Bidhannagar Salt Lake City), District North 24 Parganas (**First Property**) And (2) land measuring 8.57 (eight point five seven) decimal, equivalent to 5 (five) cottah 02 (two) chittack and 43 (forty three) square feet, more or less, out of 34 (thirty four) decimal, comprised in R.S/L.R. Dag No. 1582, recorded in L.R. Khatian Nos. 7/1, 297/1, 1258/1, 1283/1 and 1312/1, Mouza Mohammadpur, J.L. No. 32, Police Station Rajarhat, within the limits of Rajarhat Bishnupur No. 2 Gram Panchayat,

Additional District Sub- Registrar Rajarhat (formerly Bidhannagar Salt Lake City), District North 24 Parganas (**Second Property**) And **(3)** land measuring 26.71 (twenty six point seven one) decimal, equivalent to 16 (sixteen) cottah 02 (two) chittack and 25 (twenty five) square feet, more or less, out of 31 (thirty one) decimal, comprised in R.S/L.R. Dag No. 1583, recorded in L.R. Khatian Nos. 7/1, 297/1, 1258/1, 1283/1 and 1312/1, Mouza Mohammadpur, J.L. No. 32, Police Station Rajarhat, within the limits of Rajarhat Bishnupur No. 2 Gram Panchayat, Additional District Sub- Registrar Rajarhat (formerly Bidhannagar Salt Lake City), District North 24 Parganas (**Third Property**) And **(4)** land measuring 21.40 (twenty one point four zero) decimal, equivalent to 12 (twelve) cottah 15 (fifteen) chittack and 07 (seven) square feet, more or less, out of 71 (seventy one) decimal, comprised in R.S/L.R. Dag No. 1584, recorded in L.R. Khatian Nos. 7/1, 297/1, 1258/1, 1283/1 and 1312/1, Mouza Mohammadpur, J.L. No. 32, Police Station Rajarhat, within the limits of Rajarhat Bishnupur No. 2 Gram Panchayat, Additional District Sub- Registrar Rajarhat (formerly Bidhannagar Salt Lake City), District North 24 Parganas (**Fourth Property**) And **(5)** land measuring 142 (one hundred forty two) decimal, equivalent to 85 (eighty five) cottah 14 (fourteen) chittack and 25 (twenty five) square feet, more or less, comprised in R.S/L.R. Dag No. 1586, recorded in L.R. Khatian Nos. 7/1, 297/1, 1258/1, 1283/1, 1330/1 and 1312/1, Mouza Mohammadpur, J.L. No. 32, Police Station Rajarhat, within the limits of Rajarhat Bishnupur No. 2 Gram Panchayat, Additional District Sub- Registrar Rajarhat (formerly Bidhannagar Salt Lake City), District North 24 Parganas (**Fifth Property**) And **(6)** land measuring 20.55 (twenty point five five) decimal, equivalent to 12 (twelve) cottah 06 (six) chittack and 41 (forty one) square feet, more or less, out of 87 (eighty seven) decimal, comprised in R.S/L.R. Dag No. 1587, recorded in L.R. Khatian Nos. 7/1, 297/1, 1258/1, 1283/1 and 1312/1, Mouza Mohammadpur, J. L. No. 32, Police Station Rajarhat, within the limits of Rajarhat Bishnupur No. 2 Gram Panchayat, Additional District Sub- Registrar Rajarhat (formerly Bidhannagar Salt Lake City), District North 24 Parganas (**Sixth Property**) And **(7)** land measuring 33 (thirty three) decimal equivalent to 19 (nineteen) cottah 15 (fifteen) chittack and 20 (twenty) square feet, more or less, comprised in R.S./L.R. Dag No. 1492, recorded in L.R. Khatian Nos. 8134, 8135, 8136, 8137, 8138, 8139, 8184, 8185 and 8186, Mouza Mohammadpur, J. L. No. 32, Police Station Rajarhat, within the limits of Rajarhat Bishnupur No. 2 Gram Panchayat, Additional District Sub- Registrar Rajarhat (formerly Bidhannagar Salt Lake City), District North 24 Parganas (**Seventh Property**) And **(8)** land measuring 41.25 (forty one point two five) decimal equivalent to 24 (twenty four) cottah 15 (fifteen) chittack and 14 (fourteen) square feet, more or less, comprised in R.S./L.R. Dag No. 1493, recorded in L.R. Khatian No. 8134, 8135, 8136, 8137, 8138, 8139, 8184, 8185 and 8186, Mouza Mohammadpur, J. L. No. 32, Police Station Rajarhat, within the limits of Rajarhat Bishnupur No. 2 Gram Panchayat, Additional District Sub- Registrar Rajarhat (formerly Bidhannagar Salt Lake City), District North 24 Parganas (**Eighth Property**), the First Property, the Second Property, the Third Property, the Fourth Property, the Fifth Property, the Sixth Property, the Seventh Property and the Eighth Property totaling to land measuring **297.93** (two hundred ninety seven point nine three) decimal, equivalent to **180** (one hundred eighty) cottah 03 (three) chittack 43 (forty three) square feet, more or less, and butted and bounded as follows:

On the North	:	By RS/LR Dag Nos. 1492, 1493, 1564, 1585.
On the East	:	By Mouza Kalikapur , JL No. 40 and RS/LR Dag No. 1587.
On the South	:	By 211B Bus Routh (PWD Road) and House of Owners.
On the West	:	RS/LR Dag Nos. 1580, 1584, 1585.

Together With all easement rights and all other rights, appurtenances and inheritances for access and user and all title, benefits, easements, authorities, claims, demands, usufructs and tangible and intangible rights of howsoever or whatsoever nature of the Owners in the Said Property.

2nd Schedule (Common Portions)

- | | |
|---|---|
| • Lobby at the ground level of the Said complex | • Lobbies on all floors and staircase(s) of the Said Complex |
| • Lift machine room(s) and lift well(s) of the Said Complex | • Water reservoirs/tanks of the Said Complex |
| • Water supply pipeline in the Said Complex (save those inside any Unit) | • Drainage and sewage pipeline in the Said Complex (save those inside any Unit) |
| • Wiring, fittings and accessories for lighting of lobbies, staircase(s) and other common portions of the Said Complex. | • Electricity meter (s) for common installations and space for their installation |
| • Intercom Network in the Said Complex | • Electricity Cable for common installations in the Said Complex, if any |
| • External walls of the Said Complex | • Generator (s) |
| • Lift (s) | • Demarcated portion of the roof above top floor of Said Complex |

3rd Schedule (Common Expenses/Maintenance Charges)

- Common Utilities:** All charges and deposits for supply, operation and maintenance of common utilities.
- Electricity:** All charges for the electricity consumed for the operation of the common machinery and equipment of the Said Complex.
- Association:** Establishment and all other capital and operational expenses of the Association.

4. **Litigation:** All litigation expenses incurred for the common purposes and relating to common use and enjoyment of the Common Portions.
5. **Maintenance:** All costs for maintaining, operating, replacing, repairing, white-washing, painting, decorating, re-decorating, re-building, re-constructing, lighting and renovating the Common Portions [including the exterior or interior (but not inside any Flat) walls of the Said Complex].
6. **Operational:** All expenses for running and operating all machinery, equipments and installations comprised in the Common Portions, including lift, diesel generator set, changeover switch, pump and other common installations including their license fees, taxes and other levies (if any) and expenses ancillary or incidental thereto and the lights of the Common Portions.
7. **Rates and Taxes:** *Panchayat* Tax, surcharge, Water Tax and other levies in respect of the Said Complex **save** those separately assessed on the Buyers.
8. **Staff:** The salaries of and all other expenses on the staff to be employed for the common purposes, viz. manager, caretaker, clerk, security personnel, liftman, sweeper, plumber, electrician etc. including their perquisites, bonus and other emoluments and benefits.
9. **Unsold Flats:** Flats remaining unsold will not be liable for payment of maintenance charges until such time such flats are sold.

4th Schedule (Easements and Quasi-easements)

The Buyers and the other co-owners shall allow each other, the Sellers and the Association, the following rights, easements, quasi-easements, privileges and/or appurtenances and in turn, the Buyers shall also be entitled to the same:

- 1) **Right of Common Passage on Common Portions:** The right of common passage, user and movement in all Common Portions;
- 2) **Right of Passage of Utilities:** The right of passage of utilities including connection for telephones, televisions, pipes, cables etc. through each and every part of the Said Premises and the Said Complex including the other flats and the Common Portions;
- 3) **Right of Support, Shelter and Protection:** Right of support, shelter and protection of each portion of the Said Complex by other and/or others thereof;

- 4) **Right over Common Portions:** The absolute, unfettered and unencumbered right over the Common Portions **subject to** the terms and conditions herein contained;
- 5) **Appurtenances of the Said Flat And Appurtenances:** Such rights, supports, easements and appurtenances as are usually held, used, occupied or enjoyed as part or parcel of the Said Flat And Appurtenances;
- 6) **Right of Enter:** The right, with or without workmen and necessary materials, to enter upon the Said Complex, including the Said Flat And Appurtenances or any other flat for the purpose of repairing any of the Common Portions or any appurtenances to any flat and/or anything comprised in any flat, in so far as the same cannot be carried out without such entry and in all such cases, excepting emergency, upon giving 48 (forty eight) hours prior notice in writing to the persons affected thereby;
- 7) **Access to Roof:** Right of access to the roof and/or terrace above the top floor of the Said Complex;

5th Schedule (Covenants)

***Note:** For the purpose of this **Schedule**, the expression *Sellers* shall include the Association, wherever the context permits or requires. The covenants given in this Schedule shall be in addition to the covenants, confirmations, assurances and undertakings given by the Buyers elsewhere in this Conveyance, which shall also be and be deemed to be included in the Buyers' Covenant*

1. **Buyers Aware of and Satisfied with Said Complex and Construction:** The Buyers admit and accept that the Buyers, upon full satisfaction and with complete knowledge of the Common Portions, specifications and all other ancillary matters, is purchasing the Said Flat And Appurtenances. The Buyers have examined and are acquainted with the Said Complex to the extent already constructed and to be further constructed and has agreed that the Buyers shall neither have nor shall claim any right over any portion of the Said Complex and the Said Premises save and except the Said Flat And Appurtenances.
2. **Buyers to pay Taxes and Common Expenses/Maintenance Charges:** The Buyers admit and accept that the Buyers shall pay *Panchayat* and other taxes (proportionately for the Said Complex and wholly for the Said Flat And Appurtenances), from the Date Of Possession and until the Said Flat And Appurtenances is separately mutated and assessed in favour of the Buyers, on the basis of the bills to be raised by the Sellers' appointed service provider Company or Body/Sellers/Association, such bills being conclusive proof of the liability of the Buyers in respect thereof. The Buyers also admit and accept that the Buyers shall have mutation completed at the earliest. The Buyers further admit and accept that the Buyers shall pay proportionate share of the Common Expenses/Maintenance Charges of the Said Complex as indicated above, on the

basis of the bills as raised by the Sellers' appointed service provider Company or Body/Sellers/Association, as the case may be, without claiming any deduction or abatement in any manner or on any account, from the Date Of Possession. The Common Expenses/Maintenance Charges shall be subject to variation from time to time, at the sole discretion of the Sellers' appointed service provider Company or Body/Sellers/Association. In the event of the Sellers being made liable for payment of any tax (excepting Income Tax), duly levy or any other liability under any statute or law for the time being in force or enforced in future if the Sellers are advised by their consultant that the Sellers are liable or shall be liable for payment of any such tax, duty, levy or other liability on account of the Sellers having agreed to perform the obligations, the Buyers shall be made liable to pay all such tax, duty, levy or other liability and hereby agrees to indemnify and keep the Sellers saved, harmless and indemnified against all actions, suits, proceedings, costs, charges and expenses in respect thereof.

3. **Buyers to Pay Interest for Delay and/or Default:** The Buyers admit and accept that the Buyers shall pay, without raising any objection in any manner whatsoever and without claiming any deduction or abatement whatsoever, all bills raised by the Sellers' appointed service provider Company or Body/Sellers/Association, within 7 (seven) days of presentation thereof, failing which the Buyers shall pay interest @ 18% (eighteen percent) per annum, compoundable monthly, to the Sellers' appointed service provider Company or Body/Sellers/Association, such interest running till such payment is made. The Buyers also admit and accept that in the event such bills remain outstanding for more than 2 (two) months, the Sellers' appointed service provider Company or Body/Sellers/Association shall be entitled to discontinue all the common facilities, amenities and services to the Buyers.
4. **Sellers' Charge/Lien:** The Buyers admit and accept that the Sellers shall have the first charge and/or lien over the Said Flat And Appurtenances for all amounts remaining outstanding from the Buyers.
5. **No Obstruction by Buyers to Further Construction:** The Sellers are entitled to construct further floors on and above the top roof of the Said Complex and/or to make other constructions elsewhere in the Said Premises and the Buyers shall not obstruct or object to the same. The Buyers also admit and accept that the Sellers and/or employees and/or agents and/or contractors of the Sellers shall be entitled to use and utilize the Common Portions for movement of building materials and for other purposes and the Buyers shall not raise any objection in any manner whatsoever with regard thereto.
6. **No Rights of or Obstruction by Buyers:** The Buyers admit and accept that all open areas in the Said Complex including all open car parking spaces which are not required for ingress and egress from and to the Said Flat, do not form part of the Common Portions in terms of this Agreement and the Sellers shall have absolute right to sell, transfer and/or otherwise dispose off the same or any part thereof.

7. **Variable Nature of Share In Common Portions:** (1) the Buyers fully comprehend and accept that the Share In Common Portions is a notional proportion that the Said Flat bears to the currently proposed area of the Said Complex (2) the Buyers fully comprehend and accept that if the area of the Said Complex is increased/recomputed by the Sellers or if the Sellers integrate/add (notionally or actually) adjacent lands and premises to the Said Premises and the Said Complex (which the Sellers shall have full right to do and which right is hereby unconditionally accepted by the Buyers), then the Share In Common Portions shall vary accordingly and proportionately (3) the Buyers shall not question any variation (including diminution) of the Share In Common Portions as decided by the Sellers (4) the Buyers shall not demand any refund of the Total Consideration paid by the Buyers on ground of or by reason of any variation of the Share In Common Portions and (5) the Buyers fully comprehend and accept that the Share In Common Portions is not divisible and partible. The Buyers shall accept (without demur) the proportionate share with regard to various matters, as be determined at the absolute discretion of the Sellers.
8. **Buyers to Participate in Formation of Association:** The Buyers admit and accept that the Buyers and other Buyers of the flats shall form the Association and the Buyers shall become a member thereof. The Buyers shall bear and pay the proportionate costs of formation and the expenses of the Association and shall pay for, acquire and hold membership with voting rights and in this regard the Buyers shall sign, execute and deliver necessary applications and all other papers, declarations and documents as may be required. Upon formation of the Association, all rights and obligations with regard to maintenance and the residue then remaining of the deposits, if any, made by the Buyers, after adjustment of all amounts then remaining due and payable, shall be transferred to the Association. The deposits shall thereafter be held by the Association in the account of the Buyers, for the respective purposes thereof.
9. **Use of Common Passage:** The Buyers admit and accept that use of common passage in the Said Premises/Said Complex is common for ingress and egress for persons & materials connected with the construction and maintenance and other flat owners of the Said Complex and any other adjacent property and/or projects of the Seller and the Buyers hereby declare and undertake not to raise any objection of any and every nature in this regard.
10. **Obligations of the Buyers:** With effect from the Date Of Possession, the Buyers shall:
- 10.1 **Co-operate in Management and Maintenance:** co-operate in the management and maintenance of the Said Complex and/or the Said Premises by the Sellers' appointed service provider Company or Body/Sellers/Association.
- 10.2 **Observing Rules:** observe the rules framed from time to time by the Sellers' appointed service Provider Company or Body/Sellers/Association for the beneficial common enjoyment of the Said Complex and/or the Said Premises.

- 10.3 **Paying Electricity Charges:** pay for electricity and other utilities consumed in or relating to the Said Flat And Appurtenances and the Common Portions.
- 10.4 **Meter and Cabling:** be liable to draw the electric lines/wires from the meter room to the Said Flat only through the duct and pipes provided therefor, ensuring that no inconvenience is caused to the Seller or to the other co-owners. The main electric meter shall be installed only at the common meter space in the ground floor of the Said Complex. The Buyers shall, similarly, use the ducts and pipes provided for TV and telephone cables and shall under no circumstances be entitled to string wires and cables through any other part or portion of the Said Complex and/or the Said Premises.
- 10.5 **Residential Use:** use the Said Flat for residential purpose only. Under no circumstances the Buyers shall use the Said Flat for commercial, industrial or any other purpose.
- 10.6 **No Alteration:** not alter, modify or in any manner change the elevation and exterior color scheme of the Said Complex and not make any additions or alterations and/or changes in the design and/or the colour scheme of the windows, grills and the main door of the Said Flat, without the permission in writing of Seller or the Association. In the event the Buyers make the said alterations/changes, the Buyers shall compensate the Seller/Association as estimated by the Seller/Association.
- 10.7 **No Structural Alteration:** not alter, modify or in any manner change the structure or any civil construction in the Said Flat or the Said Complex which may affect or endanger the structural stability of the Said Complex and not subdivide the Said Flat in any manner whatsoever.
- 10.8 **No Sub-Division of flat/parking space/servant quarters:** Not to sub-divide the flat/parking space/servant quarter under any circumstances.
- 10.9 **No Changing Name:** not change/alter/modify the name of the Said Complex, which has been given by the Seller.
- 10.10 **No Nuisance and Disturbance:** not use the Said Flat or the Parking Space, if any 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 Said Complex and/or the Said Premises and/or the neighboring properties and not 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 other occupants.
- 10.11 **No Storage:** not allow storage of any goods, articles or things in the Common Portions and/or any part or portion of the Said Complex and/or the Said Premises.

- 10.12 **No Obstruction to Seller/Association:** not obstruct the Seller/Association in their acts relating to the Common Portions and not to obstruct the Seller in constructing other portions of the Said Complex and/or the Said Premises and selling or granting rights to any person on any part of the Said Complex and/or the Said Premises (excepting the Said Flat and the Parking Space, if any).
- 10.13 **No Obstruction of Common Portions:** not obstruct pathways and passages or use the same for any purpose other than for ingress to and egress from the Said Flat and the Parking Space, if any.
- 10.14 **No Violating Rules:** not violate any of the rules and/or regulations laid down by the Seller and/or the Association for the use of the Common Portions.
- 10.15 **No Throwing Refuse:** not throw or accumulate or cause to be thrown or accumulated any dust, rubbish or other refuse in the Common Portions **save** at the places indicated therefor.
- 10.16 **No Blocking Common Portions:** not place or cause to be placed any article or object in the Common Portions.
- 10.17 **No Injurious Activities:** not carry on or cause to be carried on any obnoxious or injurious activity in or through the Said Flat, the Parking Space (if any) or the Common Portions.
- 10.18 **No Signage:** not put up or affix any sign board, name plate or other things or other similar articles in the Common Portions or outside walls of the Said Complex or outside walls of the Said Flat **save** at the place or places provided therefor **provided that** this shall not prevent the Buyers from displaying a decent name plate outside the main door of the Said Flat.
- 10.19 **No Storing Hazardous Articles:** not keep or store any offensive, combustible, obnoxious, hazardous or dangerous articles in the Said Flat and Parking Space (if any).
- 10.20 **No Drawing Wire/Cable:** not affix or draw any wire, cable or pipe from, to or through any Common Portions or from outside walls of the Said Complex **save** in the manner indicated by the Sellers/Association.
- 10.21 **No Floor Damage:** not keep any heavy articles or things, which are likely to damage the floors or operate any machine **save** usual home appliances.
- 10.22 **No Installing Generator:** not install or keep or run any generator so as to cause nuisance to the occupants of the other portions of the Said Complex and/or the Said Premises.
- 10.23 **No Use of Machinery:** not install or operate any machinery or equipment except household appliances.

11. **No Objection to Construction of Said Complex:** Notwithstanding anything contained in this Agreement, the Buyers' covenant that the Buyers have accepted the scheme of the Sellers to construct the Said Complex in phases and hence the Buyers have no objection to the continuance of the construction of the other portions of the Said Complex even after delivery of possession of the Said Flat And Appurtenances. The Buyers shall not raise any objection to any inconvenience that may be suffered by the Buyers due to and arising out of the construction activity in the Said Complex/Said Premises after delivery of possession of the Said Flat And Appurtenances.
12. **No Dispute for Not Construction of Other Areas:** The Buyers further covenant that the Buyers shall not have any right to raise any dispute or make any claim with regard to the Seller either constructing or not constructing any portions of the Said Complex other than the Said Flat And Appurtenances. The Buyers have interest only in and upon the Said Flat and the Common Portions as are comprised in the Said Complex. However, and only upon the Seller constructing the balance portions of the Said Complex, the Buyers shall acquire interest in such of the Common Portions as may be comprised in the balance portions of the Said Complex which may be constructed by the Sellers for common use and enjoyment of all the flat owners of the Said Complex.

6th Schedule
Part-I
(Said Flat)

Residential Unit No. _____, on the _____ floor, having carpet area measuring about _____ (_____) square feet and corresponding super built-up area of ____ (_____) square feet, in the Block ____ (**Said Block**), described in **Part-I** of the **6th Schedule** below (**Said Unit**), in the complex named "**HIJIBIJI**" (**Said Complex**), at Mouza Mohammadpur, J.L. No. 32, Police Station Rajarhat, within the limits of Rajarhat Bishnupur No. 2 Gram Panchayat, Additional District Sub-Registrar Rajarhat, District North 24 Parganas, Kolkata -700135, to be constructed on a portion of the Said Property described in **Part-I** of the **1st Schedule** above

Part-II
(Parking Space)

The right to park _____ (_____) medium sized car in the open/covered space in the ground floor of the Said Complex, which includes the service area of the Said Property and the same (1) shall be allotted to the Buyer after completion of construction of the Said Complex and (2) can only be used for parking of a medium sized motor car of the Buyer, as the case may be, and not for any other purposes.

Part-III
(Said Flat And Appurtenances)
[Subject Matter of conveyance]

The Said Flat, being the flat described in **Part-I** of the **6th Schedule** above.

The Parking Space, being the car parking space/s described in **Part-II** of the **6th Schedule** above.

The Land Share, being undivided, impartible, proportionate and variable share in the land comprised in the Said Premises described in the **1st Schedule** above, underneath the Said Complex as be attributable and appurtenant to the Said Flat and the Parking Space.

The Share In Common Portions, being undivided, impartible, proportionate and variable share and/or interest in the Common Portions described in the **2nd Schedule** above, as is attributable to the Said Flat.

16. Execution and Delivery

16.1 **In Witness Whereof** the Parties have executed and delivered this Conveyance on the date mentioned above.

As constituted attorney for Owners
[Owners]

(Realtech Nirman Private Limited)
[Promoter]

[Buyers]

Witnesses:

Signature _____	Signature _____
Name _____	Name _____
Father's Name _____	Father's Name _____
Address _____	Address _____
_____	_____

Receipt And Memo of Consideration

Received from the within named Buyers the within mentioned sum of Rs. _____/- (Rupees _____) only towards full and final payment of the Total Consideration For Transfer of the Said Flat And Appurtenances described in the **Part-III** of the **6th Schedule** above, in the following manner:

Mode	Date	Bank	Amount (Rs.)
		Total	Rs. _____/-

(Realtech Nirman Private Limited)
[Promoter]

Witnesses:

Signature _____ Signature _____

Name _____ Name _____