

CONVEYANCE

1. **Date:** _____
2. **Place:** Kolkata
3. **Parties:**
 - 3.1 **Sufiya Begam**, wife of Late Kutubuddin Mondal, by Nationality Indian, by faith Muslim, by Occupation Housewife, residing at Majherait, Reckjoani, Police Station Rajarhat, Post Office Rajarhat, District North 24 Parganas, Kolkata 700135. (**PAN** CIFPB9021F)
 - 3.2 **Arif Uddin**, son of Late Kutubuddin Mondal, by Nationality Indian, by faith Muslim, by Occupation Business, residing at Majherait, Reckjoani, Police Station

and Post Office Rajarhat, District North 24 Parganas, Kolkata 700135. (PAN AH0UP5056B)

- 3.3 **Sarifuddin Mandal**, son of Late Kutubuddin Mondal, by Nationality Indian, by faith Muslim, by Occupation Business, residing at Majherait, Reckjoani, Police Station Rajathat, Post Office Rajarhat, District North 24 Parganas, Kolkata 700135. (PAN BVWPM8333C)
- 3.4 **Sahanaj Parvin**, wife of Md. Asfaque Alam, daughter of Late Kutubuddin Mondal, by Nationality Indian, by faith Muslim, by Occupation Housewife, residing at Majherait, Reckjoani, Police Station Rajarhat, Post Office Rajarhat, District North 24 Parganas, Kolkata 700135. (PAN ATNPP4263C)
- 3.5 **Debasish Dey**, son of Late Indubhusan Dey, by nationality – Indian, by faith – Christian, by occupation – Business, residing at Rekjoyani, Police Station Rajarhat, Post Office Rajarhat, District North 24 Parganas, Kolkata 700135 (PAN _____).
- 3.6 **Dipali Dey**, wife of Late Gour Mohan Dey, by nationality – Indian, by faith – Christian, by occupation – Housewife, residing at Rekjoani, Police Station Rajarhat, Post Office Rajarhat, District North 24 Parganas, Kolkata 700135. [PAN BSBPD8705M]
- 3.7 **Soumajit Dey**, Son of Late Gour Mohan Dey, by nationality – Indian, by faith – Christian, by occupation – Business, residing at Rekjoani, Police Station Rajarhat, Post Office Rajarhat, District North 24 Parganas, Kolkata 700135. (PAN BSBPD8704L)
- 3.8 **Nibedita Thomas (Dey)**, wife of Prabin Kumar Thomas, daughter Late Gour Mohan Dey, by nationality – Indian, by faith – Christian, by occupation – Housewife, residing at J-1, Dum Dum Cossipur, Police Station South Dum Dum, Post Office Dum Dum, District North 24 Parganas, Kolkata 700 074. (PAN ARMPT0021E)
- 3.9 **Supriyon Dey**, son of Late Priyajit Dey, by faith – Christian, by occupation – Student, by nationality – Indian, residing at Rekjoani, Police Station and Post Office Rajarhat, District North 24 Parganas, Kolkata 700 135, is represented by her mother as Natural and Legal Guardian - **Ranu Dey**, wife of Late Priyajit Dey, by nationality – Indian, by faith – Christian, by occupation – Housewife, residing at Rekjoani, Police Station Rajarhat, Post Office Rajarhat, District North 24 Parganas, Kolkata 700 135 (PAN CBPPD9582A)

- 3.10 **Kajuri Dey**, wife of Debasish Dey, by nationality – Indian, by faith – Christian, by occupation – Housewife, by nationality – Indian, residing at Reckjoyani, Police Station Rajarhat, Post Office Rajarhat, Kolkata 700 135, District North 24 Parganas. (PAN _____)
- 3.11 **Chandrani Dutta**, wife of Sabyasachi Dutta, by Nationality Indian, by faith Hindu, by Occupation Housewife, residing at Reckjoani, Police Station Rajarhat, Post Office Rajarhat, Kolkata 700 135, District North 24 Parganas. (PAN AFTPD0031J)
- 3.12 **Kabita Biswas**, wife of Prabir Biswas *alias* Prabir Ranjan Biswas, by Nationality Indian, by faith Hindu, by Occupation Housewife, residing at Reckjoyani, Police Station and Post Office Rajarhat, Kolkata 700 135, District North 24 Parganas. (PAN CFQPB3670C)
- 3.13 **Sima Hazra (Biswas)**, wife of Haridas Hazra, by Nationality Indian, by faith Hindu, by Occupation Housewife, residing at Reckjoyani, Police Station Rajarhat, Post Office Rajarhat, Kolkata 700 135, District North 24 Parganas. (PAN ADTPH1802R)
- 3.14 **Dipali Biswas**, wife of Samir Ranjan Biswas, by Nationality Indian, by faith Hindu, by Occupation Housewife, residing at Reckjoyani, Police Station Rajarhat, Post Office Rajarhat, Kolkata 700 135, District North 24 Parganas. (PAN BOJPB7856P)
- 3.15 **Rakesh Biswas**, son of Samir Ranjan Biswas, by Nationality Indian, by faith Hindu, by Occupation Business, residing at Reckjoyani, Police Station Rajarhat, Post Office Rajarhat, Kolkata 700 135, District North 24 Parganas. (PAN BOJPB7857N)
- 3.16 **Mihir Kumar Mondal**, son of Sudhangshu Kumar Mondal, by Nationality Indian, by faith Hindu, by Occupation Business, residing at Reckjoyani, Kajialpara, Police Station Rajarhat, Post Office Rajarhat, Kolkata 700 135, District North 24 Parganas. (PAN _____)
- 3.17 **Partha Sarathi Tikari**, son of Gobinda Lal Tikari, by Nationality Indian, by faith Hindu, by Occupation Business, residing at Reckjoyani, Kajialpara, Police Station Rajarhat, Post Office Rajarhat, Kolkata 700 135, District North 24 Parganas. (PAN AKOPT4532E)

(collectively **Owners**, includes successor-in-interest and assigns)

And

3.18 **Realtech Nirman Private Limited**, a company incorporated under the Companies Act, 1956 having its registered office at T-68, Teghoria Main Road, Post Office Hatiara, Police Station Baguiati, Kolkata-700157 [**PAN AADCR6464K**], represented by its director, 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.

(Developer, includes successor-in-interest and assigns)

And

3.19

3.20

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

Owners and Developer collectively **Sellers**.

Owners, Developer 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 covered 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 **2nd Schedule** below (**Said Unit**), in the complex named "**Rajarhat Junction**" (**Said Complex**), to be constructed on a portion of land in *Mouza* Reckjoyani, J.L. No. 13, Police Station Rajarhat, Additional District Sub-Registration Office Rajarhat, within Rajarhat-Bishnupur

1 No. Gram *Panchayat*, District North 24 Parganas, Kolkata – 700135, morefully described in **Part-I** of the **1st Schedule** below (**Said Property**).

- 4.2 **Parking Space: 1** (one) 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**).
- 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 covered area of the Said Unit and Parking Space bears to the total covered 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 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 covered area of the Said Unit bears to the total covered 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 **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 Developer, to accommodate their future plans regarding the Said Complex and the Buyers hereby accept 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 **2nd Schedule** below (collectively **Said Unit And Appurtenances**)

5. Background

- 5.1 **Ownership of Indubhushan Dey and Others:** Ahibhushan Dey, Indubhushan Dey and Bindubhushan Dey were the recorded owner of (1) land measuring 29 (twenty nine) decimal, more or less, comprised in R.S. *Dag* No. 367, R.S. *Khatian* No. 1454 **And** (2) land measuring 20 (twenty) decimal, more or less, comprised in R.S. *Dag* No. 368, R.S. *Khatian* No. 1868, *Mouza* Rekjoani, J.L No.13, Police Station Rajarhat, District North 24 Parganas, along with various other properties (**Indubhushan & Others Property**).
- 5.2 **Demise of Indubhushan Dey:** Indubhushan Dey, a Christian, governed by the Indian Succession Act, 1925, died intestate, leaving behind him surviving his wife, Pritilata Dey and 3 (three) sons, namely, Gour Mohan Dey, Sharadindu Dey,

Debasish Dey and 2 (two) daughters namely, Shikha Dey and Lekha Rani Dey [collectively **Legal Heirs of Indubhushan Dey**] as his only surviving legal heirs and heiresses, who jointly inherited the absolute right, title and interest of Indubhushan Dey's share in Indubhushan and Others Property.

5.3 **Partition:** The Legal Heirs of Indubhushan Dey filed a Partition Suit for partition of Indubhushan & Others Property in the year 1984, before the Court of Learned 5th Asst. District Judge at Alipore, vide Title Suit No. 121/84 (**Said Suit**), for clear identification of the individual ownership of the plots.

5.4 **Compromised by Filing Solenama:** During the continuance of the Said Suit, after prolonged sessions of discussion amongst themselves in presence of some respectable people of the locality, a *solenama* in the Said Suit was filed before the Ld. 5th Asst. District Judge at Alipore, who after verifying the same passed an Order, being 66 dated 13/11/1986 and in accordance to the said Order, Indubhushan and Others Property devolved in the following manner:

Party	R.S. / L.R. Dag No.	Mouza	Demarcated Area (In Dec.)	Classification
Legal Heirs of Indubhushan Dey	367	Rekjoani	29 Decimal	<i>Bagan</i>
	368		10 Decimal	<i>Bastu</i>
			<i>along with other properties</i>	
Bindubhusan Dey	368	Rekjoani	05 Decimal	<i>Bastu</i>
			<i>along with other properties</i>	
Ezmali Ownership-Ahibhusan Dey, Indubhushan Dey and Bindubhusan Dey, in the Second Property	368	Rekjoani	05 Decimal	<i>Bastu</i>
			<i>along with other properties</i>	

5.5 **First Partition Deed by Legal Heirs of Indubhushan Dey:** By virtue of a Deed of Partition, dated 6th February 1988 (**Partition Deed**), registered in the Office of the Additional District Sub-Registrar at Bidhannagar (Salt Lake), recorded in Book No. I, Volume No. 18, Pages from 33 to 44, Being No. 853 for the year 1988, Gour Mohan Dey, Sharadindu Dey, Debasish Dey, being first Party therein, was allotted on partition (1) land measuring 29 (twenty nine) decimal, comprised in R.S./L.R. *Dag* No. 367 **And** (2) land measuring 10 (ten) decimal, comprised in R.S./L.R. *Dag* No. 368, both under *Mouza* Reckjoani, J.L No. 13, Police Station Rajarhat, Sub-Registration Office Bidhannagar (Salt Lake City) within RBGP-I, District North 24 Parganas along with other plots of land, morefully described in

the **Schedule-2** of the Partition Deed (collectively **Gour Mohan Dey and others' Property**).

- 5.6 **Second Partition Deed by Gour Mohan Dey and others:** By virtue of a Deed of Partition, dated 10th September 1992 (**Partition Deed**), registered in the Office of the Additional District Sub-Registrar at Bidhannagar (Salt Lake), recorded in Book No. I, Volume No. 185, Pages from 235 to 246, Being No. 8522 for the year 1992, and in that circumstances, Gour Mohan Dey, Sharadindu Dey, Debasish Dey, have demarcated their own plots and joint right in of the Gour Mohan Dey and others' Property which are given below:

Party	R. S. / L.R. Dag No.	Mouza	Demarcated Area (Decimal)	Classification
Gour Mohan Dey	368	Rekjoani	10.00 Decimal	Bastu
Sharadindu Dey	367	Rekjoani	12.75 Decimal	Bagan
Debasish Dey	367	Rekjoani	12.75 Decimal	Bagan
Ezmali Ownership Gour Mohan Dey, Sharadindu Dey and Debasish Dey, in the First Property.	367	Rekjoani	3.50 Decimal	Bagan

- 5.7 **Mutation:** Gour Mohan Dey, Sharadindu Dey, Debasish Dey mutated their name in the records of Land Revenue Settlement vide L.R. *Khatian* No. 553, 558, 559 with respect to Gour Mohan Dey and others' Property.
- 5.8 **Sale to Kutubuddin Mondal:** By a Deed of Conveyance dated 6th August, 2004, registered in the Office of the District Sub Registrar - II, North 24 Parganas, Barasat, in Book No. I, CD Volume No. I, at Page 1 to 13, being Deed No. 04301 for the year 2005, Sharadindu Dey sold to Kutubuddin Mondal, being the portion of First Property, i.e. land measuring 12.75 (twelve point seven five) decimal, more or less, comprised in R.S. *Dag* No. 367, R.S. *Khatian* No. 1454 corresponding to L.R. *Khatian* No. 558, Mouza Reckjoani, J.L. No. 13, Police Station Rajarhat, District North 24 Parganas, out of Gour Mohan Dey and others' Property.
- 5.9 **Sale to Kutubuddin Mondal and others:** By a Deed of Conveyance dated 9th April 2013, registered in the Office of the Additional District Sub-Registrar at Rajarhat, in Book No. I, CD Volume No. 6, at Page 8865 to 8884, being Deed No.

04134 for the year 2013, Gour Mohan Dey, Sharadindu Dey, Debasish Dey jointly sold to Kutubuddin Mondal, Dipali Dey and Kajuri Dey, land measuring 3.50 (three point five zero) decimal, being *ezmali* First Property, comprised in R.S. *Dag* No. 367, R.S. *Khatian* No. 1454 corresponding to L.R. *Khatian* Nos. 553, 558, 559, Mouza Reckjoani, J.L. No. 13, Police Station Rajarhat, District North 24 Parganas, out of Gour Mohan Dey and others' Property.

- 5.10 **Ownership of *Ezmali* Second Property:** In the aforesaid SOLENAMA in respect of the aforesaid Title Suit was made amongst themselves and submitted the same before the Ld. 5th Asst. District Judge at Alipore, who after verifying the same passed an Order, being 66 dated 13/11/1986 and in that circumstances, Ahibhusan Dey, Legal Heirs of Indubhushan Dey @ Indra Bhusan Dey and Bindubhusan Dey have become the joint, absolute and undisputed owner of *Ezmali* Second Property.
- 5.11 **Demise of Pritilata Dey:** Pritilata Dey, a Christian, governed by the Indian Succession Act, 1925, died intestate, on 25.08.2004, leaving behind her surviving 3 (three) sons, namely, Gour Mohan Dey, Sharadindu Dey, Debasish Dey and 2 (two) daughters namely, Shikha Rani Dey and Lekha Rani Dey, as her only surviving legal heirs and heiresses, who jointly and equally inherited the absolute right, title and interest of **Pritilata Dey's** share in *Ezmali* Second Property.
- 5.12 **Demise of Sikha Rani Dey:** Sikha Rani Dey, a Christian, governed by the Indian Succession Act, 1925, died intestate as spinster, leaving behind her surviving 3 (three) brothers, namely, Gour Mohan Dey, Sharadindu Dey, Debasish Dey and 1 (one) sister namely, Lekha Rani Dey, as her only surviving legal heirs and heiresses, who jointly and equally inherited the absolute right, title and interest of **Sikha Rani Dey's** share in *Ezmali* Second Property.
- 5.13 **Demise of Ahibhusan Dey:** Ahibhusan Dey, a Christian, governed by the Indian Succession Act, 1925, died intestate, on 05.01.1986, leaving behind his surviving his wife namely Bina Dey, and 2 (two) sons, namely, Haru Dey and Sarajit Dey and 6 (six) daughters namely, Chandra Dey, Aparajit Dey, Rama Sarkar @ Ruma Sarkar, Shampa Naskar, Dipti Biswas and Madhumita Dey @ Supia Ahamded [collectively **Legal Heirs of Ahibhusan Dey**] as his only surviving legal heirs and heiresses, who jointly and equally inherited the absolute right, title and interest of Ahibhusan Dey's share in *Ezmali* Second Property.
- 5.14 **Demise of Bina Dey:** Bina Dey, a Christian, governed by the Indian Succession Act, 1925, died intestate, on 11.02.2004, leaving behind his surviving 2 (two) sons, namely, Haru Dey and Sarajit Dey and 6 (six) daughters namely, Chandra Dey, Aparajit Dey, Rama Sarkar @ Ruma Sarkar, Shampa Naskar, Dipti Biswas

and Madhumita Dey@ Supia Ahamded [collectively **Legal Heirs of Bina Dey**] as his only surviving legal heirs and heiresses, who jointly and equally inherited the absolute right, title and interest of Bina Dey's share in *Ezmali* Second Property.

- 5.15 **Demise of Bindubhusan Dey:** Bindubhusan Dey, a Christian, governed by the Indian Succession Act, 1925, died intestate, on 30.06.1999, leaving behind his surviving his 5 (five) sons, namely, Nabarun Dey, Dibyendu Dey, Arabinda Dey, Biswajit Dey & Sajalindu Dey and also successors of his predeceased daughter Malabika Dey @ Aleya Khatun Bibi, died intestate, on 28.05.1996 her husband Asraf Ali @Asraf Ali Mondal and son Sabir Ali and married daughter Kakali Paul as her heirs and successors in interest [collectively **Legal Heirs of Bindubhusan Dey**] as his only surviving legal heirs and heiresses, who jointly and equally inherited the absolute right, title and interest of Bindubhusan Dey's share in *Ezmali* Second Property.
- 5.16 **Ownership of Ezmali Second Property:** In the aforesaid circumstances, Gour Mohan Dey, Sharadindu Dey, Debasish Dey, Lekha Rani Dey, Haru Dey, Sarajit Dey, Chandra Dey, Aparajit Dey, Rama Sarkar @ Ruma Sarkar, Shampa Naskar, Dipti Biswas and Madhumita Dey @ Supia Ahamded, Nabarun Dey, Dibyendu Dey, Arabinda Dey, Biswajit Dey, Sajalindu Dey, Asraf Ali @ Asraf Ali Mondal, Sabir Ali, Kakali Paul, have become the joint, absolute and undisputed owner of *Ezmali* Second Property.
- 5.17 **First Sale to Chandrani Dutta:** By a Deed of Conveyance dated 09th April 2013, registered in the Office of the Additional District Sub-Registrar at Rajarhat, in Book No. I, CD Volume No. 6, at Page 8844 to 8864, being Deed No. 04132 for the year 2013, Gour Mohan Dey, Lekha Rani Dey @ Lekha Chatterjee and Debasish Dey jointly sold to Chandrani Dutta land measuring 544.50 (five forty four point five zero) square feet equivalent to 0 (zero) cottah 12 (twelve) chittacks 04.50 (zero four point five zero) sq.ft. including 100 sq.ft. more or less of cemented flooring Tiles Shed, in R.S. *Dag* No. 368, R.S. *Khatian* No. 1868, corresponding to L.R. *Khatian* Nos. 553,559 and 4425, Mouza Reckjoani, J.L. No. 13, Police Station Rajarhat, District North 24 Parganas, being a portion of the Second Property.
- 5.18 **Second Sale to Chandrani Dutta:** By a Deed of Conveyance dated 11th March 2013, registered in the Office of the Additional District Sub-Registrar at Rajarhat, in Book No. I, CD Volume No.5, at Page 2567 to 2598, being Deed No. 03109 for the year 2013, Sajalindu Dey, Sharadindu Dey, Haru Dey, Aparajita Biswas, Dipti Biswas, Madhumita Dey@ Supia Ahamed, Nabarun Dey, Dibyendu Dey, Arabindu De, Biswajit Dey, Asraf Ali @ Asraf Ali Mondal @ Asraf Ali Mondal, Sabir Ali, Kakali Paul @ Kakuli Pal jointly sold to Chandrani Dutta land measuring 1270.50 Square Feet, more or less, equivalent to 1(One) cottah 12 (twelve) Chittacks 10.50 (ten point fifty) square feet including 100 sq.ft. more or less of

cemented flooring Tiles Shed, comprised in R.S. *Dag* No. 368, R.S. *Khatian* No. 1868 corresponding to L.R. *Khatian* Nos. 4424, 4425, Mouza Reckjoani, J.L. No. 13, Police Station Rajarhat, District North 24 Parganas, being a portion of the Second Property.

- 5.19 **Third Sale to Chandrani Dutta:** By a Deed of Conveyance dated 19th April 2013, registered in the Office of the Additional District Sub-Registrar at Rajarhat, in Book No. I, CD Volume No.7, at Page 2740 to 2762, being Deed No. 04515 for the year 2013, Sarajit Dey, Chandra Dey, Rama Sarkar @ Ruma Sarkar and Shampa Naskar jointly sold to Chandrani Dutta land measuring 363 square feet, more or less, equivalent to 0 (zero) cottah 8(eight) Chittacks 3(three) square feet including 100 sq.ft. more or less of cemented flooring Tiles Shed comprised in R.S. *Dag* No. 368, R.S. *Khatian* No. 1868 corresponding to L.R. *Khatian* Nos. 4424, Mouza Reckjoani, J.L. No. 13, Police Station Rajarhat, District North 24 Parganas, being a portion of the Second Property.
- 5.20 **Mutation:** Kutubuddin Mondal, Dipali Dey and Kajuri Dey and Chandrani Dutta duly mutated their names as owners of the First Property and Secend Property, against their respective shares in the records of the Land Revenue Settlement vide L.R. *Khatian* Nos. 6550, 6551, 6552 and 6725.
- 5.21 **Ownership of Subasini Dasi:** Subasini Dasi was the recorded owner of (1) land measuring 4 (four) decimal, more or less, comprised in R.S. *Dag* No. 367, R.S. *Khatian* No. 1454 **And** (2) land measuring 20.30 (twenty point thirty) decimal, more or less, comprised in R.S. *Dag* No. 368, R.S. *Khatian* No. 1868 **And** (3) land measuring 1 (one) decimal, more or less, comprised in R.S. *Dag* No. 370, R.S. *Khatian* No. 1842, **And** (4) land measuring 2 (two) decimal, more or less, comprised in R.S. *Dag* No. 371, R.S. *Khatian* No. 1842/1, *Mouza* Reckjuani, J.L No.13, Police Station Rajarhat, District North 24 Parganas (**Subasini's Property**).
- 5.22 **Sale by Subasini Dasi:** By a Deed of Conveyance dated 13th May 1974, registered in the Office of the Sub-Registrar at Cossipure Dumdum, recorded in Book No. I, Volume No. 62, Pages from 202 to 206, Being No. 3960 for the year 1974, Subasini dasi sold to Sudha Banerjee and Ira Dasgupta, (1) land measuring 4 (four) decimal, more or less, comprised in R.S. *Dag* No. 367, R.S. *Khatian* No. 1454 **And** (2) land measuring 20.30 (twenty point thirty) decimal, more or less, comprised in R.S. *Dag* No. 368, R.S. *Khatian* No. 1868 **And** (3) land measuring 1 (one) decimal, more or less, comprised in R.S. *Dag* No. 370, R.S. *Khatian* No. 1842, **And** (4) land measuring 2 (two) decimal, more or less, comprised in R.S. *Dag* No. 371, R.S. *Khatian* No. 1842/1, *Mouza* Reckjuani, J.L No.13, Police Station Rajarhat, District North 24 Parganas being the Subasini's Property.

- 5.23 **First Sale by Sudha Banerjee and Ira Dasgupta:** By a Deed of Conveyance dated 8th August 1975, registered in the Office of the Additional District Sub-Registrar at Cossipure Dumdum, recorded in Book No. I, Volume No. 131, Pages from 70 to 74, Being No. 7509 for the year 1975, Sudha Banerjee and Ira Dasgupta jointly sold to Aditya Achariya, (1) land measuring 4 (four) decimal, more or less, comprised in R.S. *Dag* No. 367, R.S. *Khatian* No. 1454 **And** (2) land measuring 10 (ten) decimal, more or less, comprised in R.S. *Dag* No. 368, R.S. *Khatian* No. 1868, *Mouza* Reckjuani, J.L No.13, Police Station Rajarhat, District North 24 Parganas, (**Aditya Achariya's Land**).
- 5.24 **Second Sale by Sudha Banerjee and Ira Dasgupta:** By a Deed of Conveyance dated 8th August 1975, registered in the Office of the Additional District Sub-Registrar at Cossipure Dumdum, recorded in Book No. I, Volume No. 131, Pages from 70 to 74, Being No. 7510 for the year 1975, Sudha Banerjee and Ira Dasgupta jointly sold to Sova Rani Biswas *alias* Sova Biswas, (1) land measuring 10.30 (ten point thirty) decimal, more or less, comprised in R.S. *Dag* No. 368, R.S. *Khatian* No. 1868 **And** (2) land measuring 1 (one) decimal, more or less, comprised in R.S. *Dag* No. 370, R.S. *Khatian* No. 1842, **And** (3) land measuring 2 (two) decimal, more or less, comprised in R.S. *Dag* No. 371, R.S. *Khatian* No. 1842/1, *Mouza* Reckjuani, J.L No.13, Police Station Rajarhat, District North 24 Parganas (**Sova Rani's Property**).
- 5.25 **Demise of Sova Rani Biswas *alias* Sova Biswas:** Sova Rani Biswas *alias* Sova Biswas, a Hindu, governed by the *Dayabhaga* School of Hindu Law died intestate, on 15th December, 1975, leaving behind her surviving her only son Surendra Nath Biswas [**Legal Heirs of Sova Rani Biswas *alias* Sova Biswas**] as her only surviving legal heir, who solely inherited the absolute right, title and interest the entirety of Sova Rani's Property.
- 5.26 **Sale to Prabir Ranjan Biswas and another:** By a Deed of Conveyance dated 25th July 1989, registered in the Office of the Additional District Sub-Registrar at Cossipure Dumdum, recorded in Book No. I, Volume No. 129, Pages from 463 to 470, Being No. 6134 for the year 1989, Aditya Achariya sold to Prabir Ranjan Biswas (the Donor herein) and his brother Samir Ranjan Biswas, the Aditya Achariya's Land being (1) land measuring 4 (four) decimal, more or less, comprised in R.S. *Dag* No. 367, R.S. *Khatian* No. 1454 **And** (2) land measuring 10 (ten) decimal, more or less, comprised in R.S. *Dag* No. 368, R.S. *Khatian* No. 1868, *Mouza* Reckjuani, J.L No.13, Police Station Rajarhat, District North 24 Parganas, (**Prabir And Samir's Property**).
- 5.27 **First Sale to Basanti Biswas:** By First Deed of Conveyance dated 7th July 1992, registered in the Office of the Additional District Sub-Registrar at Bidhannagar (Salt Lake City), recorded in Book No. I, Volume No. 150, Pages from 147 to 152,

Being No. 6830 for the year 1992, Prabir Ranjan Biswas and Samir Ranjan Biswas to Basanti Biswas, land measuring 2 (two) *cottah*, more or less, comprised in R.S. *Dag* No. 368, R.S. *Khatian* No. 1868, *Mouza* Reckjuani, J.L No.13, Police Station Rajarhat, District North 24 Parganas, out of the Prabir And Samir's land.

- 5.28 **Second Sale to Basanti Biswas:** By Second Deed of Conveyance dated 16th December 1993, registered in the Office of the Additional District Sub-Registrar at Bidhannagar (Salt Lake city), recorded in Book No. I, Volume No. 270, Pages from 379 to 386, Being No. 9614 for the year 1993, Surendra Nath Biswas to Basanti Biswas, land measuring (1) land measuring 10.30 (ten point thirty) decimal, more or less, comprised in R.S. *Dag* No. 368, R.S. *Khatian* No. 1868 **And** (2) land measuring 1 (one) decimal, more or less, comprised in R.S. *Dag* No. 370, R.S. *Khatian* No. 1842, **And** (3) land measuring 2 (two) decimal, more or less, comprised in R.S. *Dag* No. 371, R.S. *Khatian* No. 1842/1, *Mouza* Reckjoani, J.L No.13, Police Station Rajarhat, District North 24 Parganas being the entirety of Sova Rani's Property (**Basanti Biswas's Property**).
- 5.29 **Demise of Basanti Biswas:** Basanti Biswas, a Hindu, governed by the *Dayabhaga* School of Hindu Law died intestate, on 23rd September, 2005, leaving behind her surviving her 2 (two) sons, namely, Prabir Ranjan Biswas and Samir Ranjan Biswas (Since deceased) and 1 (one) daughter, namely, Sima Hazra [**Legal Heirs of Basanti Biswas**] as her only surviving legal heir and heiresses, who jointly inherited the absolute right, title and interest of Basanti Biswas's Property.
- 5.30 **Demise of Samir Ranjan Biswas:** Samir Ranjan Biswas, a Hindu, governed by the *Dayabhaga* School of Hindu Law died intestate, on 10th March, 2007 leaving behind his surviving his wife Dipali Biswas and 1 (one) son, namely, Rakesh Biswas [**Legal Heirs of Samir Ranjan Biswas**] as his only surviving legal heir and heiresses, who jointly inherited the absolute right, title and interest of Samir Ranjan Biswas in Basanti Biswas's Property.
- 5.31 **Mutation:** Prabir Ranjan Biswas, Sima Hazra, Dipali Biswas and Rakesh Biswas recorded their names as owners, in respect of Prabir and Samir's Property and Basanti Biswas's Property in the records of the Land Revenue Settlement vide L.R. *Khatian* Nos. 809, 5957, 5958 and 5959 respectively.
- 5.32 **Gift to Kabita Biswas:** By a Deed of Gift dated 13th December, 2013 registered in the Office of the Additional District Sub Registrar, Rajarhat, in Book No. I, being Deed No. 14248 for the year, 2013, Prabir Ranjan Biswas *alias* Prabir Biswas gifted his individuals share, i.e. undivided undivided (1) *bagan* land measuring 2.005 (two point zero zero five) decimal, comprised in R.S./L.R. *Dag* No. 367,

And undivided **(2)** *bastu* land measuring 7.86 (seven point eight six) decimal, comprised in R.S./L.R. *Dag* No. 368, **And** undivided **(3)** *dhokan* measuring 0.3334 (zero point three three three four) decimal, comprised in R.S./L.R. *Dag* No. 370, **And** undivided **(4)** *bagan* land measuring 0.6664 (zero point six six six four) decimal, comprised in R.S./L.R. *Dag* No. 371, **totaling to** land measuring 10.8648 (ten point eight six four eight) decimal, equivalent to 6 (six) *cottah* 09 (nine) *chittack* and 08 (eight) square feet, all are recorded in L.R. *Khatian* No. 809, *Mouza* Reckjoani, J.L No. 13, Police Station Rajarhat, Sub-Registration Office Rajarhat [formerly Bidhannagar (Salt Lake City)] within Rajarhat-Bishnupur 1 No. Gram *Panchayat* (**RBGP-1**), District North 24 Parganas to Kabita Biswas.

- 5.33 **Mutation:** Kabita Biswas recorded her name as owners, in respect of Prabir's share in the Property in the records of the Land Revenue Settlement vide L.R. *Khatian* No. 6650.
- 5.34 **Ownership of Bijali Aich:** By a Deed of Conveyance dated 19th march 1998, registered in the Office of the Additional District Sub-Registrar at Bidhannagar (Salt Lake City), recorded in Book No. I, Volume No. 31, Pages from 359 to 366, Being No. 01158 for the year 1998, Saradindu Dey sold to Bijali Aich land measuring 1 (one) decimal equivalent to 9 (nine) Chittack more or less, out of 2 (two) decimal, comprised in R.S. *Dag* No. 370, R.S. *Khatian* No. 1842 corresponding to *Mouza* Reckjuani, J.L No.13, Police Station Rajarhat, District North 24 Parganas (**Bijali's share in the Third Property**).
- 5.35 **Sale to Mihir Kumar Mondal and Partha Sarthi Tikari:** By a Deed of Conveyance dated 11th March 2005, registered in the Office of the Additional District Sub-Registrar at Bidhannagar (Salt Lake City), recorded in Book No. I, Volume No. 422, Pages from 276 to 298, Being No. 06876 for the year 2005, Bijali Aich sold to Mihir Kumar Mondal and Partha Sarathi Tikari land measuring 1 (one) decimal equivalent to 9 (nine) Chittack more or less, out of 2 (two) decimal, more or less, comprised in R.S. *Dag* No. 370, R.S. *Khatian* No. 1842, in *Mouza* Reckjuani, J.L No.13, Police Station Rajarhat, District North 24 Parganas out of Bijali's share in the Third Property (**Portion of Third Property**).
- 5.36 **Mutation:** Mihir Kumar Mondal and Partha Sarthi Tikari recorded their name as owners, in the records of the Land Revenue Settlement vide L.R. *Khatian* No. 6800 and 6801.
- 5.37 **Absolute Ownership of the Owners:** In the above mentioned circumstance, the Said Debasish Dey and Others, Kabita Biswas, Sima Hazra (Biswas) and Others, Mihir Kumar Mondal and Another have become the absolute owners of the Said Premises.

- 5.38 **Development Agreements:** With the intention of developing and commercially exploiting their respective land by constructing Said Complex thereon and selling the Units and other covered and open spaces therein (**Units**), the Said Debasish Dey and Others, Kabita Biswas, Sima Hazra (Biswas) and Others, Mihir Kumar Mondal and Another have appointed the Developer, who is a well-known developer, to develop their respective land and have subsequently entered into various registered agreements the details of those agreements are given below (collectively **Development Agreements**)

Sl. No	Name of the Owners	Date	Registered in the office of:	Book No.	CD Volume No.	Pages	Deed No. & Year
1.	Debasish Dey and Others	02.12.2013	A.D.S.R, Rajarhat	I	19	12806 to 12839	13498 of 2013
2.	Kabita Biswas	13.12.2013	A.D.S.R, Rajarhat	I	20	13175 to 13207	14249 of 2013
3.	Sima Hazra (Biswas) and Others	20.12.2013	A.D.S.R, Rajarhat	I	21	2311 to 2336	14413 of 2013
4.	Mihir Kumar Mondal and Another	17.02.2014	A.D.S.R, Rajarhat	I	4	13289 to 13315	02743 of 2014

- 5.39 **Power of Attorney:** By various registered Power of Attorney, the Said Debasish Dey and Others, Kabita Biswas, Sima Hazra (Biswas) and Others, Mihir Kumar Mondal and Another 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 the said registered Power of Attorneys are given below.

Sl. No.	Name of the Grantors	Date	Registered in the office of:	Book No.	CD Volume No.	Pages	Deed No. & Year
1.	Debasish Dey and Others	02.12.2013	A.D.S.R, Rajarhat	I	19	12840 to 12857	13499 of 2013

2.	Kabita Biswas	13.12.2013	A.D.S.R, Rajarhat	I	20	13266 to 13278	14250 of 2013
3.	Sima Hazra (Biswas) and Others	20.12.2013	A.D.S.R, Rajarhat	I	21	2337 to 2352	14414 of 2013
4.	Mihir Kumar Mondal and Another	17.02.2014	A.D.S.R, Rajarhat	I	4	13316 to 13331	02744 of 2014

- 5.40 **Sanctioned Plan:** Pursuant to the Development Agreement, for construction of the Said Complex, the Developer has got a building plan sanctioned by the Zilla Parishad, North 24 Parganas vide Building Permit No. 17/NZP dated 13th January, 2015 (**Sanctioned Plan**), which includes all sanctioned/permmissible modifications made thereto, if any, from time to time).
- 5.41 **Demise of Kutubuddin Mondal:** Kutubuddin Mondal a Muslim, died intestate on 4th September, 2016, leaving behind him surviving his wife, Sufiya Begam, 2 (two) sons, namely, Arif Uddin and Sarifuddin Mandal, 1 (one) daughter, Sahanaj Parvin, [collectively **Legal Heirs of Kutubuddin Mondal**] as his surviving legal heirs and heiresses, all of whom jointly inherited the right, title and interest of the entirety of Said Property, as per the Muslim law of inheritance. In the abovementioned circumstances, the Owners have become the joint and undisputed Owners of the Kutubuddin's share in the Said Property.
- 5.42 **First Supplementary Development Agreement:** The legal heirs of Kutubuddin Mondal, executed a Supplementary Development Agreement dated 9th October, 2017, registered in the Office of the Additional District Sub-Registrar, Rajarhat, in Book No. I, Volume No. 1523-2017, Pages 297861 to 297884, being Deed No. 152310012 for the year 2017 with the Developer to confirm all the terms and conditions as stated in the Development Agreement dated 2nd December, 2013, being Deed No. 13498 for the year 2013 which was executed by Kutubuddin Mondal.
- 5.43 **Power Of Attorney:** The legal heirs of Kutubuddin Mondal, executed a Power of Attorney dated 9th October, 2017, registered in the Office of the Additional District Sub-Registrar, Rajarhat, in Book No. IV, Volume No. 1523-2017, Pages 12230 to 12251, being Deed No. 152300738 for the year 2017 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 Building and to execute this Conveyance on their behalf.

- 5.44 **Demise of Gour Mohan Dey:** Gour Mohan Dey a Christian, died on 30th December, 2016 leaving behind him surviving his wife, Dipali Dey, 1 (two) son, namely, Soumajit Dey and 1(one) daughter, Nibedita Thomas (Dey) and 1(one) grandson, Supriyon Dey (Owner No. 3.1 herein) [son of Late Priyajit Dey], who predeceased son of him) [collectively **Legal Heirs of Gour Mohan Dey**] as his surviving legal heirs and heiresses, all of whom jointly inherited the right, title and interest of the entirety of Gour Mohan's Property, as per the provision of Indian Secession Act,1925. The details of individual share of the Legal Heirs of Gour Mohan Dey are as follows:

Legal Heirs of Gour Mohan Dey	Share in Gour Mohan's Property	Quantum of Land (in decimal)
Dipali Dey	1/3 rd	3.34 Decimal
Soumajit Dey	2/9 th	2.22 Decimal
Nibedita Thomas (Dey)	2/9 th	2.22 Decimal
Supriyon Dey son of Late Priyajit Dey	2/9 th	2.22 Decimal

- 5.45 **Second Supplementary Development Agreement:** Dipali Dey, Soumajit Dey and Nibedita Thomas (Dey) being the part of legal heirs of Gour Mohan Dey, executed a Supplementary Development Agreement dated 21st September, 2017, registered in the Office of the Additional District Sub-Registrar, Rajarhat, in Book No. I, Volume No. 1523-2017, Pages 281606 to 281629, being Deed No. 152309592 for the year 2017, with the Developer to confirm all the terms and conditions as stated in the Said Development Agreement dated 2nd December, 2013 registered in the Office of the Additional District Sub-Registrar, Rajarhat, in Book No. I, C D Volume No. 19, Pages 12806 to 12839, being Deed No. 13498 for the year 2013 which was executed by Gour Mohan Dey.
- 5.46 **Power Of Attorney:** Dipali Dey, Soumajit Dey and Nibedita Thomas (Dey) being the part of legal heirs of Gour Mohan Dey executed a Power of Attorney after registered Supplementary Development Agreement, dated 21st September, 2017, registered in the Office of the Additional District Sub-Registrar, Rajarhat, in Book No. I, Volume No. 1523-2017, Pages 282315 to 282332, being Deed No. 152309603 for the year 2017, 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 Building and to execute this Conveyance on their behalf.
- 5.47 **Guardianship Permission:** The minor Supriyon Dey has become the undisputed and absolute owner of the 2/9th share of the Said Gour Mohan's. The Said Portion is the part of the portion of Larger Property and thereafter Ranu Dey (mother of

Supriyon Dey) has applied for a permission to sale of minor's share vide Misc. Case No. 232/2017 (Act -VIII)], under Section 29 of the Guardians and Wards Act, 1890. Subsequently, the Ld. District Judge Court, North 24 Parganas, at Barasat, passed an order on 23/04/2018 and certificated on 24th July, 2018 that Ranu Dey is permitted to develop/sell the minor's (Supriyon Dey) share of land by the Developer.

- 5.48 **Third Supplementary Development Agreement:** Supriyon Dey being the part of legal heirs of Gour Mohan Dey, executed a Supplementary Development Agreement dated 21st December, 2018, registered in the Office of the Additional District Sub-Registrar, Rajarhat, in Book No. I, Volume No. 1523-2019, Pages 2252 to 2273, being Deed No. 152314432 for the year 2018, with the Developer to confirm all the terms and conditions as stated in the Said Development Agreement dated 2nd December, 2013 registered in the Office of the Additional District Sub-Registrar, Rajarhat, in Book No. I, C D Volume No. 19, Pages 12806 to 12839, being Deed No. 13498 for the year 2013 which was executed by Gour Mohan Dey.
- 5.49 **Power Of Attorney:** Supriyon Dey being the part of legal heirs of Gour Mohan Dey executed a Power of Attorney after registered Supplementary Development Agreement, dated 21st December, 2018, registered in the Office of the Additional District Sub-Registrar, Rajarhat, in Book No. I, Volume No. 1523-2019, Pages 2274 to 2294, being Deed No. 152314434 for the year 2018, 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 Building and to execute this Conveyance on their behalf.
- 5.50 **Said Scheme:** For selling the Units comprised in the Developer's Allocation and in the Additional Developer's Allocation, the Developer 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 Developer bearing all costs for the construction of the Owners' Allocation except the Additional Developer's Allocation and paying all other consideration to the Owners, (3) consequently, prospective purchasers (**Intending Buyers**) is nominee of the Developer and would have to pay all consideration for the Land Shares to the Developer and not the Owners, (4) the Units comprised in the Developer's Allocation belong to the Developer as they have been constructed by the Developer at the Developer's own cost and hence they shall be transferred by the Developer, (5) to give perfect title to the Intending Buyers, the Owners and the Developer should jointly enter into agreement with the Intending Buyers where under the Owners (accepting the

Intending Buyers to be nominee of the Developer) would agree to sell Land Shares to the Intending Buyers and the Developer would agree to sell Units comprised in the Developer'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 Developer.

- 5.51 **Commencement of Construction:** The Developer commenced construction of the Said Complex on the Said Premises and announced sale of flats comprised in the Said Complex.
- 5.52 **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 Developer's Allocation, and the Sellers allotted the same to the Buyers, who in due course entered into an Sale Agreement dated _____ (**Said Agreement**) for purchase of the Said Flat And Appurtenances, on the terms and conditions contained therein. The requisite stamp duty as valued for the said premises, under this deed, has been paid in full during the sale agreement, dated _____
- 5.53 **Construction of Said Building:** The Developer has completed construction of the Said Block in the Said Complex.
- 5.54 **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.
- 5.55 **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:
- 5.56.1 **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.

- 5.56.2 **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.
- 5.56.3 **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, the Said Block 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.
- 5.56.4 **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.
- 5.56.5 **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 covered 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 **2nd Schedule** below (**Said Unit**), in the complex named "**Rajarhat Junction**" (**Said Complex**), to be constructed on a portion of land in *Mouza Reckjoyani, J.L. No. 13, Police Station Rajarhat, Additional District Sub-Registration Office Rajarhat, within Rajarhat-Bishnupur 1 No. Gram Panchayat, District North 24 Parganas, Kolkata - 700135*, morefully described in **Part-I** of the **1st Schedule** below (**Said Property**).
- 6.1.2 **Parking Space: 1** (one) 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 covered area of the Said Unit and Parking Space bears to the total covered 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 covered area of the Said Unit bears to the total covered 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 Developer, to accommodate their future plans regarding the Said Complex and the Buyers hereby accept 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 Block, 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;
- (c) The construction and completion of the Said Complex, the Common Portions and the Said Flat including the quality, specifications, 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 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:** The top roof of the Said Block shall remain common to all residents 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 Sellers shall always have the right of further construction on the entirety of the top roof and the Buyers specifically agree not to do any act, which prevents or hinders such construction. After such construction, the roof above such construction shall again have a Common Roof for common use of all residents of the Said Block.

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
Part-I
(Said Property)

ALL THAT (1) land measuring 33.01 (thirty three point zero one) decimal, equivalent to 19.97 (nineteen point nine seven) *cottah*, comprised in R.S./L.R. *Dag* No. 367, recorded in L.R. *Khatian* Nos. 559, 5958, 5959, 6550, 6551, 6552 and 6650, *Mouza* Reckjoyani, J.L. No. 13, Police Station Rajarhat, Additional District Sub-Registration Office Rajarhat [formerly Bidhannagar (Salt Lake City)], within Rajarhat-Bishnupur 1 No. Gram *Panchayat*, District North 24 Parganas **(First Property)** **And** (2) land measuring 35.22 (thirty five point two two) decimal, equivalent to 21.31 (twenty one point three one) *cottah*, more or less, comprised in R.S./L.R. *Dag* No. 368, recorded in L.R. *Khatian* Nos. 553, 5957, 5958, 5959, 6650 and 6725, *Mouza* Reckjoyani, J.L. No. 13, Police Station Rajarhat, Additional District Sub-Registration Office Rajarhat [formerly Bidhannagar (Salt Lake City)], within Rajarhat-Bishnupur 1 No. Gram *Panchayat*, District North 24 Parganas **(Second Property)** **And** (3) land measuring 1.00 (one) decimal, equivalent to 0.605 (zero point six zero five) *cottah*, more or less, comprised in R.S./L.R. *Dag* No. 370, recorded in L.R. *Khatian* Nos. 5957, 5958, 5959, 6650, 6800 and 6801, *Mouza* Reckjoyani, J.L. No. 13, Police Station Rajarhat, Additional District Sub-Registration Office Rajarhat [formerly Bidhannagar (Salt Lake City)], within Rajarhat-Bishnupur 1 No. Gram *Panchayat*, District North 24 Parganas **(Third Property)** **And** (4) land measuring 2.93 (two point nine three) decimal, equivalent to 1.77 (one point seven seven) *cottah*, more or less, comprised in R.S./L.R. *Dag* No. 371, L.R. *Khatian* Nos. 5957, 5958, 5959, 6650, *Mouza* Reckjoyani, J.L. No. 13, Police Station Rajarhat, Additional District Sub-Registration Office Rajarhat [formerly Bidhannagar (Salt Lake City)], within Rajarhat-Bishnupur 1 No. Gram *Panchayat*, District North 24 Parganas **(Fourth Property)**, **totaling to** land measuring 72.16 (seventy two point one six) decimal, equivalent to 43 (forty three) *cottah* 10 (ten) *chittack* 23 (twenty three) square feet, more or less, the First Property, the Second Property, the Third Property and the Fourth Property (collectively **Said Property**) and butted and bounded as follows:

On The North	:	By 91 Bus Road
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On The East	:	By <i>Dag</i> Nos. 357, 359 and 367
On The South	:	By 211 Bus Road
On The West	:	By <i>Dag</i> No. 371 and 373

**2nd Schedule
(Common Portions)**

- Lobbies on all floors and staircase of the Said Block/Said Complex.
- Lift machine room and lift well of the Said Block/Said Complex.
- Water supply system including pumps, reservoirs/tanks of the Said Block/Said Complex.
- Water supply pipeline in the Said Block/Said Complex (save those inside any Flat or attributable thereto).
- Drainage and sewage pipeline in the Said Block/Said Complex (save those inside any Flat or attributable thereto).
- Wiring, fittings and accessories for lighting of lobbies, staircase and other Common Portions of the Said Block/Said Complex.
- Electricity meters and space for their installation.
- Elevators and allied machinery in the Said Block/Said Complex.
- Total work of Cable Television in the Said Block/Said Complex.
- Common Roof on the top floor of the Said Block/Said Complex.
- Landscape Garden and Community hall in the Said Block/Said Complex.

**3rd Schedule
(Common Expenses/Maintenance Charges)**

1. **Common Utilities:** All charges and deposits for supply, operation and maintenance of common utilities.
2. **Electricity:** All charges for the electricity consumed for the operation of the common machinery and equipment of the Said Block/Said Complex.
3. **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 Block/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 Block/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 Block 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 Block 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 Block;

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 Block 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 Block and the Said Complex **(2)** the Buyers fully comprehend and accept that if the area of the Said Block and 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/or the Said Block 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 Block which may affect or endanger the structural stability of the Said Block 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 Unit)

Residential Unit No. __, on the __ floor, having carpet area measuring about _____ (_____) square feet and corresponding covered area measuring about _____ (_____) square feet and corresponding super built-up area of ____ (_____) square feet, in the Block - __ (**Said Block**), in the complex named "**Rajarhat Junction**" (**Said Complex**), to be constructed on a portion of land in *Mouza* Reckjoyani, J.L. No. 13, Police Station Rajarhat, Additional District Sub-Registration Office Rajarhat, within Rajarhat-Bishnupur 1 No. Gram *Panchayat*, District North 24 Parganas, Kolkata – 700135 and demarcated in colour **Red** on **Plan** attached hereto.

Part-II
(Parking Space)

The right to park 1 (one) medium sized car/s in the covered space in the ground floor of any block in the Said Complex (**Parking Space**).

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

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 Block/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.

[Owners]

Realtech Nirman Private Limited
Directors
[Developer]

[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.)
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Realtech Nirman Private Limited
Directors
[Developer]

Witnesses:

Signature_____

Signature_____

Name_____

Name_____