

DEED OF CONVEYANCE

THIS DEED OF CONVEYANCE made on this.....day of, Two Thousand and Twenty (2020) of the Christian Era

BETWEEN

(1) **SRI SANJIT SADHUKHAN, PAN- BCJPS3748B, AADHAAR NO-3088 4463 9354, M-.....**, (2) **SRI BISWANATH SADHUKHAN, PAN- AMPPS8482D, AADHAAR NO-6501 5076 7032, M-.....**, (3) **SRI SHIBNATH SADHUKHAN, PAN- BCJPS3749A, AADHAAR NO-6357 8747 8246, M-.....**, (4) **SRI RANJIT SADHUKHAN, PAN- BWFPS0053M, AADHAAR NO-8109 7079 7549, M-.....**, all are sons of Late Jagannath Sadhukhan, by faith-Hindu, by Nationality - Indian, by Occupation - Business all are residing at Bhatenda (East), P.O. & P.S - Rajarhat, District- North 24 Parganas, Kolkata – 700 135 (5) **SMT. ANUVA SADHUKHAN, PAN-GUSPS6954R, AADHAAR NO-4643 9579 2039, M-**

.....,wife of Sri Kashinath Sadhukhan, by faith- Hindu, by Nationality- Indian, by Occupation- Housewife, residing at Village- Basudebpur, P.O- Baripur, P.S- Sakrail, District- Howrah, Pin- 711304, (6) **SMT. KABITA DATTA, PAN- AVXPD0123D, AADHAAR NO- 9771 1131 0183, M-.....**,wife of Sri Tapan Kumar Datta, by faith- Hindu, by Nationality- Indian, by Occupation- Housewife, residing at Village- Jagadishpur, P.O & P.S- Rajarhat, District- North 24 Parganas, Kolkata- 700135, (7) **SMT. RANU SADHUKHAN, PAN- GVZPS4996F,AADHAAR NO-6076 3411 9949, M-.....**, wife of Late Nemai Sadhukhan, by faith- Hindu, by Nationality- Indian, by Occupation- Housewife, residing at Village- Mirhati, P.O & P.S- Amdanga, District- North 24 Parganas, Pin- 743248 (8) **SMT. RANJU SADHUKHAN, wife of Sri Kajal Sadhukhan, PAN-DBVPS1287N, AADHAAR NO- 8202 6650 2403, M-.....**,by faith- Hindu, by Nationality- Indian, by Occupation- Housewife, residing at Village- Nibadui, P.O & P.S - Duttapukur, District- North 24 Parganas, Pin- 743248, (9) **SMT. SUPARNA PAL, wife of Sri Anil Pal, PAN- BIEPP3072J, AADHAAR NO-6149 2752 4716, M-.....**,by faith- Hindu, by Nationality- Indian, by Occupation- Housewife, residing at 30, Parri Mohan Sarkar Lane, P.O- Beadon Street, P.S- Battala, Kolkata- 700006, (10)**SMT. SANGITA PRASAD, wife of Sri Arjun Prasad, PAN- AFWPPI1747A, AADHAAR NO-8284 5958 7600, M-.....**, by faith- Hindu, by Nationality - Indian, by Occupation - Housewife, residing at FA/55/GC, "TIRUPATI APARTMENT", Narayantala (West), Deshbandhu Nagar, P.O- Deshbandhu Nagar, P.S – Rajarhat at present Baguiati, District- North 24 Parganas, Kolkata – 700 059, (11)**SMT. MUKTI SAHA, wife of Sri Gourpada Saha, PAN- AVHPS3781J,AADHAAR NO- M-.....**, by faith – Hindu, by Nationality – Indian, by occupation – Housewife, residing at RC-59/7, Raghunathpur, Post Office – Desh Bandhu Nagar, Police Station – Baguiati, District - North 24 Parganas, Kolkata – 700059 and (12)**SEKH MOSSAREF @ MD. MOSSAREF, son of Md. Sekender, PAN-CQJPM7613Q,AADHAAR NO-3528 5225 4112, M-.....**, by faith – Muslim, by Nationality – Indian, by occupation – Business, residing at Village and Post Office - Deara, Police Station – Rajarhat, District - North 24 Parganas, Kolkata – 700135. {(The Landowners No. 1 to 9 are represented by their Constituted Attorney, **AJIT KUMAR BASU**, son of Late Lakshmi Kanta Basu, by faith – Hindu, by occupation – Business, by nationality – Indian, residing at Bhatenda East, Rajarhat Station Chow-mahta, P.O. & P.S. Rajarhat, Kolkata – 700 135, the Director of **BASU CONSTRUCTION PVT. LTD.**, aCompany within the meaning of Companies Act. 1956, **PAN- AAFCB4485L**, having its registered office at "Swapnoneer Apartment", First Floor, Block – A,

(3)

Naipukur, Rajarhat, P.O. & P.S- Rajarhat, Kolkata – 700 135 (Formerly Bhatenda East, Rajarhat Station, Chow-mahta, P.O. & P.S- Rajarhat, Kolkata – 700 135 and the said **Development Power of Attorney was registered** on 17/05/2016 before the A.D.S.R Rajarhat, Newtown and recorded the same in Book No. I, Volume No. 1523-2016, Pages from 170342 to 170379, Being No. 152305993 for the year 2016) and (The Landowners No. 1, 3, 4 & 10 are represented by their Constituted Attorney, **AJIT KUMAR BASU**, son of Late Lakshmi Kanta Basu, by faith – Hindu, by occupation – Business, by nationality – Indian, residing at Bhatenda East, Rajarhat Station Chow-mahta, P.O. & P.S. Rajarhat, Kolkata – 700 135, the Director of **BASU CONSTRUCTION PVT. LTD.**, aCompany within the meaning of Companies Act. 1956, **PAN-AAFCB4485L**, having its registered office at “Swapnoneer Apartment”, First Floor, Block – A, Naipukur, Rajarhat, P.O. & P.S- Rajarhat, Kolkata – 700 135 (Formerly Bhatenda East, Rajarhat Station, Chow-mahta, P.O. & P.S- Rajarhat, Kolkata – 700 135 and the said **Development Power of Attorney was registered** on 16/08/2016 before the A.D.S.R Rajarhat, Newtown and recorded the same in Book No. I, Volume No. 1523-2016, Pages from 270769 to 270807, Being No. 152308876 for the year 2016) and (The Landowner No. 11 is represented by her Constituted Attorney, **AJIT KUMAR BASU**, son of Late Lakshmi Kanta Basu, by faith – Hindu, by occupation – Business, by nationality – Indian, residing at Bhatenda East, Rajarhat Station Chow-mahta, P.O. & P.S. Rajarhat, Kolkata – 700 135, the Director of **BASU CONSTRUCTION PVT. LTD.**, aCompany within the meaning of Companies Act. 1956, **PAN-AAFCB4485L**, having its registered office at “Swapnoneer Apartment”, First Floor, Block – A, Naipukur, Rajarhat, P.O. & P.S- Rajarhat, Kolkata – 700 135 (Formerly Bhatenda East, Rajarhat Station, Chow-mahta, P.O. & P.S- Rajarhat, Kolkata – 700 135 and the said Development Power of Attorney was registered on 11/04/2019 before the A.D.S.R Rajarhat, Newtown and recorded the same in Book No. I, Volume No. 1523-2019, Pages from 163545 to 163565, Being No. 152304271 for the year 2019) and (The Landowner No. 12 is represented by his Constituted Attorney, **AJIT KUMAR BASU**, son of Late Lakshmi Kanta Basu, by faith – Hindu, by occupation – Business, by nationality – Indian, residing at Bhatenda East, Rajarhat Station Chow-mahta, P.O. & P.S. Rajarhat, Kolkata – 700 135, the Director of **BASU CONSTRUCTION PVT. LTD.**, aCompany within the meaning of Companies Act. 1956, **PAN-AAFCB4485L**, having its registered office at “Swapnoneer Apartment”, First Floor, Block – A, Naipukur, Rajarhat, P.O. & P.S- Rajarhat, Kolkata – 700 135 (Formerly Bhatenda East, Rajarhat Station, Chow-mahta, P.O. & P.S- Rajarhat, Kolkata – 700 135 and the said Development Power of Attorney was registered on 11/04/2019 before the A.D.S.R Rajarhat, Newtown and recorded the same in Book No. I, Volume No. 1523-2019, Pages from 163127 to

(4)

163147, Being No. 152304270 for the year 2019} hereinafter called and referred to as the "LANDOWNERS/VENDORS" (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include their legal heirs, successors, executors, administrators, legal representatives and assigns) of the **FIRST PART**,

AND

MR/MRS., son/wife/daughter of, PAN -,
AADHAAR NO....., MOBILE NO. -, by faith –
....., by occupation –, by Nationality – Indian, residing at
....., P.O -, P.S, Kolkata –
....., hereinafter called and referred to as the "**PURCHASERS/S**"(which expression shall unless excluded by or repugnant to the context be deemed to mean and include his/her/their heirs, executors, administrators, representatives and assigns) of the **SECOND PART**.

AND

BASU CONSTRUCTION PRIVATE LIMITED (PAN NO. - AAFCB4485L), a Company within the meaning of Companies Act. 1956, having its Office at Bhatenda East, Rajarhat Station Chowmatha, P.O. & P.S. Rajarhat, Kolkata – 700135, represented by its Director **SRI AJIT KUMAR BASU**, son of Late Lakshmi Kanta Basu, **PAN-AIMPB8505H, AADHAAR No. 2144 2926 2241, M- 9874698004**, by faith – Hindu, by occupation – Business, by nationality – Indian, residing at Bhatenda East, Rajarhat Station Chowmatha, P.O. & P.S. Rajarhat, Kolkata – 700 135, hereinafter called and referred to as the "**DEVELOPER**" (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include its legal heirs, successors, executors, administrators, legal representatives and assigns) of the **THIRD PART**.

THE LANDOWNERS/VENDORS AND DEVELOPERS HAVE MADE THE FOLLOWING REPRESENTATION AND GIVEN THE FOLLOWING WARRANTY TO THE PURCHASERS REGARDING TITLE.

1. **Background**

1.1 **Ownership of Landowners:** By virtue of the events and in the circumstances, the Landowners became the owners of the Said Property, free from all encumbrances and were in peaceful possession thereof, described as follows:

1.1.1 **Absolute Ownership of Phonindra Nath Bhar:** One Phonindra Nath Bhar, son of Late Antolesh Bhar was the owner of **ALL THAT** piece and parcel of Bastu land measuring about 10.10 Decimals equivalent to 6 (six) Cottahs 03 (three) Chittacks more or less lying and situated at Mouza- Bhatenda, J.L No. 28, R.S. No. 50, Touzi No. 2998, C.S Khatian No. 81, R.S Khatian No. 112, and C.S Dag No. 505, R.S/L.R Dag No. 545, Pargana – Kalikata, within the jurisdiction of Rajarhat Police Station and within the local limits of Rajarhat Bishnupur no. 1 Gram Panchayet, A.D.S.R office at Cossipure DumDum, in the District of 24 Parganas from Taramoni Pal by virtue of registered Suf Bickroy Kobala Dalil dated on 17/04/1968, registrar at A.D.S.R office at Cossipure DumDum and recorded in Book No. 1, Volume No. 50, Pages from 127 to 130, Being No. 3175 for the year 1968.

1.1.2 **Sale by Phonindra Nath Bhar to 1) Smt. Lakshmimani Sadhukhan @ Lakshmirani Sadhukhan, wife of Jagannath Sadhukhan and 2) Jagannath Sadhukhan, son of Late Bamacharan Sadhukhan :** While seized and possessed of the aforesaid land said Phonindra Nath Bhar, son of Late Antolesh Bhar sold, transferred and conveyed **ALL THAT** piece and parcel of Bastu land measuring about 10.10 Decimals equivalent to 6 (six) Cottahs 03 (three) Chittacks more or less together with one storied building measuring about 1000 Sq.ft. more or less lying and situated at Mouza- Bhatenda, J.L No. 28, R.S. No. 50, Touzi No. 2998, C.S Khatian No. 81, R.S Khatian No. 112, and C.S Dag No. 505, R.S/L.R Dag No. 545, Pargana – Kalikata, within the jurisdiction of Rajarhat Police Station and within the local limits of Rajarhat Bishnupur no. 1 Gram Panchayet, A.D.S.R office at Cossipure DumDum, in the District of 24 Parganas to 1) Smt. Lakshmimani Sadhukhan @ Lakshmirani Sadhukhan, wife of Jagannath Sadhukhan and 2) Jagannath Sadhukhan, son of Late Bamacharan Sadhukhan, by virtue of registered Suf Bickroy Kobala Dalil dated on 06/08/1980, registrar at A.D.S.R office at Cossipure DumDum and recorded in Book No. 1, Volume No. 106, Pages from 145 to 149, Being No. 6234 for the year 1980.

1.1.3 **Absolute Ownership of Smt. Lakshmimani Sadhukhan @ Lakshmirani Sadhukhan and Jagannath Sadhukhan :** By virtue of the aforesaid Suf Bickroy Kobala Dalil dated

06/08/1980 said 1) **Smt. Lakshmimani Sadhukhan @ Lakshmirani Sadhukhan**, wife of Jagannath Sadhukhan and 2) **Jagannath Sadhukhan**, son of Late Bamacharan Sadhukhan became the absolute undivided owners of **ALL THAT** piece and parcel of Bastu land measuring about 10.10 Decimals equivalent to 6 (six) Cottahs 03 (three) Chittacks more or less together with one storied building measuring about 1000 Sq.ft. more or less lying and situated at Mouza-Bhatenda, J.L No. 28, R.S. No. 50, Touzi No. 2998, C.S Khatian No. 81, R.S Khatian No. 112, and C.S Dag No. 505, R.S/L.R Dag No. 545, Pargana – Kalikata, within the jurisdiction of Rajarhat Police Station and within the local limits of Rajarhat Bishnupur no. 1 Gram Panchayet, A.D.S.R office at Cossipure DumDum, in the District of 24 Parganas.

1.1.4 Inheritance of Smt. Lakshmimani Sadhukhan @ Lakshmirani Sadhukhan and Jagannath Sadhukhan : While seized and possessed of the aforesaid land said 1) **SMT. LAKSHMIMANI SADHUKHAN @ LAKSHMIRANI SADHUKHAN** and 2) **JAGANNATH SADHUKHAN** died on 23.01.1999 and 14.12.1980 respectively leaving behind their four sons and five daughters namely (1) **SRI SANJIT SADHUKHAN**, (2) **SRI BISWANATH SADHUKHAN**, (3) **SRI SHIBNATH SADHUKHAN**, (4) **SRI RANJIT SADHUKHAN**, (5) **SMT. ANUVA SADHUKHAN**, (6) **SMT. KABITA DATTA**, (7) **SMT. RANU SADHUKHAN**, (8) **SMT. RANJU SADHUKHAN** and (9) **SMT. SUPARNA PAL** as legal heirs and successors of the Hindu Succession Act, 1956.

1.1.5 Absolute undivided joint Ownership of (1) Sri Sanjit Sadhukhan, (2) Sri Biswanath Sadhukhan, (3) Sri Shibnath Sadhukhan, (4) Sri Ranjit Sadhukhan, (5) Smt. Anuva Sadhukhan, (6) Smt. Kabita Datta, (7) Smt. Ranu Sadhukhan, (8) Smt. Ranju Sadhukhan and (9) Smt. Suparna Pal : By virtue of inheritance of **Smt. Lakshmimani Sadhukhan @ Lakshmirani Sadhukhan** and **Jagannath Sadhukhan**, their legal heirs namely (1) **SRI SANJIT SADHUKHAN**, (2) **SRI BISWANATH SADHUKHAN**, (3) **SRI SHIBNATH SADHUKHAN**, (4) **SRI RANJIT SADHUKHAN**, (5) **SMT. ANUVA SADHUKHAN**, (6) **SMT. KABITA DATTA**, (7) **SMT. RANU SADHUKHAN**, (8) **SMT. RANJU SADHUKHAN** and (9) **SMT. SUPARNA PAL** respectively, became the undivided joint owners of **ALL THAT** piece and parcel of Bastu land measuring about 10.10 Decimals equivalent to 6 (six) Cottahs 03 (three) Chittacks more or less together with one storied building measuring about 1000 Sq.ft. more or less lying and situated at Mouza- Bhatenda, J.L No. 28, R.S. No. 50, Touzi No. 2998, C.S Khatian No. 81, R.S Khatian No. 112, and C.S Dag No. 505, R.S/L.R Dag No. 545, Pargana – Kalikata, within

the jurisdiction of Rajarhat Police Station and within the local limits of Rajarhat Bishnupur no. 1 Gram Panchayet, A.D.S.R office at Rajarhat, Newtown, in the District North of 24 Parganas.

1.1.6. **B.L.R.O Record and mutation by (1) Sri Sanjit Sadhukhan, (2) Sri Biswanath Sadhukhan, (3) Sri Shibnath Sadhukhan, (4) Sri Ranjit Sadhukhan, (5) Smt. Anuva Sadhukhan, (6) Smt. Kabita Datta, (7) Smt. Ranu Sadhukhan, (8) Smt. Ranju Sadhukhan and (9) Smt. Suparna Pal**: While seized and possessed of the aforesaid land with building the present vendors herein apply for Mutation before the B.L. & L.R.O Rajarhat and got L.R Khatian No. 483, 597, 692, 720, 2979, 2981, 2984, 2986, 2987 respectively and paying tax and khajna regularly.

1.1.7 **Absolute rightful and recorded owners of (1) Sri Sanjit Sadhukhan, (2) Sri Biswanath Sadhukhan, (3) Sri Shibnath Sadhukhan, (4) Sri Ranjit Sadhukhan, (5) Smt. Anuva Sadhukhan, (6) Smt. Kabita Datta, (7) Smt. Ranu Sadhukhan, (8) Smt. Ranju Sadhukhan and (9) Smt. Suparna Pal**: By virtue of the aforesaid the present vendors herein namely (1) SRI SANJIT SADHUKHAN, (2) SRI BISWANATH SADHUKHAN, (3) SRI SHIBNATH SADHUKHAN, (4) SRI RANJIT SADHUKHAN, (5) SMT. ANUVA SADHUKHAN, (6) SMT. KABITA DATTA, (7) SMT. RANU SADHUKHAN, (8) SMT. RANJU SADHUKHAN and (9) SMT. SUPARNA PAL became the absolute, rightful and recorded joint undivided owners of ALL THAT piece and parcel of Bastu land measuring about 10.10 Decimals equivalent to 6 (six) Cottahs 03 (three) Chittacks more or less together with one storied building measuring about 1000 sq.ft more or less lying and situated at Mouza- Bhatenda, J.L No. 28, R.S. No. 50, Touzi No. 2998, C.S Khatian No. 81, R.S Khatian No. 112, L.R Khatian No. 483, 597, 692, 720, 2979, 2981, 2984, 2986, 2987 and C.S Dag No. 505, R.S/L.R Dag No. 545, Pargana – Kalikata, within the jurisdiction of Rajarhat Police Station and within the local limits of Rajarhat Bishnupur no. 1 Gram Panchayet, A.D.S.R office at Rajarhat, Newtown, in the District of North 24 Parganas.

1.1.8 **Absolute Ownership of Sanjit Sadhukhan**: The Landowner No. 1, Sri Sanjit Sadhukhan herein had purchased a single land adjacent to the First Schedule land herein of ALL THAT piece and parcel of Bastu land measuring about 4.90 Decimals equivalent to 2 (two) Cottahs 15 (fifteen) Chittacks 19 (nineteen) Sq.ft. more or less alongwith other land in other Dags lying and situated at Mouza- Bhatenda, J.L No. 28, R.S. No. 50, Touzi No. 2998, C.S Khatian No. 81, R.S Khatian No. 112, and C.S Dag No. 505, R.S/L.R Dag No. 545, Pargana – Kalikata, within the jurisdiction of

Rajarhat Police Station and A.D.S.R office at Cossipur, DumDum, in the District of 24 Parganas from one Sri Phonindra Nath Bhar, son of Late Asutosh Bhar by way of a registered Suf Bickroy Kobala Dalil, dated 30/05/1979 registered at A.D.S.R office Cossipur, DumDum and recorded in Book No. I, Volume No. 69, Pages from 195 to 198, Being No. 4003 for the year 1979.

1.1.9 **Amalgamation** :The aforesaid Landowners No. 1 to 9 and The Land owner namely Sri Sanjit Sadhukhan due to their better enjoyment of land they jointly amalgamated their land i.e **ALL THAT** piece and parcel of Bastu land measuring about 15 Decimals equivalent to 9 (nine) Cottahs 02 (two) Chittacks 19 (nineteen) Sq.ft more or less together with one storied building measuring about 1500 sq.ft more or less lying and situated at Mouza- Bhatenda, J.L No. 28, R.S. No. 50, Touzi No. 2998, C.S Khatian No. 81, R.S Khatian No. 112, L.R Khatian No. 483, 597, 692, 720, 2979, 2981, 2984, 2986, 2987 and C.S Dag No. 505, R.S/L.R Dag No. 545, Pargana – Kalikata, within the jurisdiction of Rajarhat Police Station and within the local limits of Rajarhat Bishnupur no. 1 Gram Panchayet, A.D.S.R office at Rajarhat, Newtown, in the District of North 24 Parganas which is morefully and particularly described in the First Schedule hereunder written.

1.2 **Developer: BASU CONSTRUCTION PVT. LTD.**, aCompany within the meaning of Companies Act. 1956, **PAN-AAFCB4485L**, having its registered office at “Swapnoneer Apartment”, First Floor, Block – A, Naipukur, Rajarhat, P.O. & P.S- Rajarhat, Kolkata – 700 135 (Formerly Bhatenda East, Rajarhat Station, Chow-mahta, P.O. & P.S- Rajarhat, Kolkata – 700 135), represented by its Director **SRI AJIT KUMAR BASU**, son of Late Lakshmi Kanta Basu, **PAN-AIMPB8505H**, by faith – Hindu, by occupation – Business, by nationality – Indian, residing at Bhatenda East, Rajarhat Station, Chow-mahta, P.O. & P.S- Rajarhat, Kolkata – 700 135.

1.3 **Development Agreement** : The said (1) Sri Sanjit Sadhukhan, (2) Sri Biswanath Sadhukhan, (3) Sri Shibnath Sadhukhan, (4) Sri Ranjit Sadhukhan, (5) Smt. Anuva Sadhukhan, (6) Smt. Kabita Datta, (7) Smt. Ranu Sadhukhan, (8) Smt. Ranju Sadhukhan and (9) Smt. Suparna Pal entered into a Development Agreement on 17-05-2016 with the present Developer, **BASU CONSTRUCTION PVT. LTD.**, aCompany within the meaning of Companies Act. 1956, **PAN-AAFCB4485L**, having its registered office at “Swapnoneer Apartment”, First Floor, Block – A, Naipukur, Rajarhat, P.O. & P.S- Rajarhat, Kolkata – 700 135 (Formerly Bhatenda East, Rajarhat Station, Chow-mahta, P.O. & P.S- Rajarhat, Kolkata – 700 135), represented by its Director **Sri Ajit Kumar Basu**, son of Late Lakshmi Kanta Basu, residing at

Bhatenda East, Rajarhat Station Chow-mahta, P.O. & P.S. Rajarhat, Kolkata – 700 135, for the developing their said plot of land more fully described in the First Schedule hereunder written, under some terms and conditions mentioned in the said Development Agreement. The said development agreement duly registered at the office of the A.D.S.R. Rajarhat and copied in Book no. – 1, Volume no. – 1523-2016, pages from 170421 to 170480, Being no. 152305370, for the year 2016.

1.4 Development Power of Attorney executed by (1) Sri Sanjit Sadhukhan, (2) Sri Biswanath Sadhukhan, (3) Sri Shibnath Sadhukhan, (4) Sri Ranjit Sadhukhan, (5) Smt. Anuva Sadhukhan, (6) Smt. Kabita Datta, (7) Smt. Ranu Sadhukhan, (8) Smt. Ranju Sadhukhan and (9) Smt. Suparna Pal: A Development power of attorney executed by (1) Sri Sanjit Sadhukhan, (2) Sri Biswanath Sadhukhan, (3) Sri Shibnath Sadhukhan, (4) Sri Ranjit Sadhukhan, (5) Smt. Anuva Sadhukhan, (6) Smt. Kabita Datta, (7) Smt. Ranu Sadhukhan, (8) Smt. Ranju Sadhukhan and (9) Smt. Suparna Pal in favour of the said Developer **BASU CONSTRUCTION PVT. LTD.** whose director **Sri Ajit Kumar Basu**, son of Late Lakshmi Kanta Basu, residing at Bhatenda East, Rajarhat Station Chow-mahta, P.O. & P.S. Rajarhat, Kolkata – 700 135, for developing the said plot of land, by raising construction (G+4) storied building thereon and completed all respect of the building in habitable accordance with the sanctioned plan and to collect advance or part payment or full consideration from the intending purchaser/s and or to sell, transfer, mortgage or charges of the building /flats/shops/garages/units along with the proportionate share of land against allotted/allocated portion of the developer for the same more fully and particularly described therein and the said Development Power of attorney duly registered on 17.05.2016 before the A.D.S.R Rajarhat, Newtown and recorded the same in Book No. I, Volume No. 1523-2016, Pages from 170342 to 170379, Being No. 152305993 for the year 2016.

2. Background

2.1 Ownership of Landowners: By virtue of the events and in the circumstances, the Landowners became the owners of the Said Property, free from all encumbrances and were in peaceful possession thereof, described as follows:

2.1.1 Absolute Ownership of Sanjit Sadhukhan: The Landowner Sri Sanjit Sadhukhan is the absolute, rightful and recorded owner of **ALL THAT** piece and parcel of Bastu land measuring

about 4 Cottahs 13 Chittacks 20 Sq.ft more or less as per Deed but the land physically stated as 4 Cottahs 7 Chittacks 03 Sq.ft more or less comprising land measuring 2 (two) Cottahs 13 (thirteen) Chittacks more or less in C.S Khatian No. 111/1, R.S Khatian No. 107, C.S Dag No. 503, R.S/L.R Dag No. 546 and comprising land measuring 1 Cottah 10 Chittacks 03 Sq.ft more or less more or less in C.S Khatian No. 203, R.S Khatian No. 445 and C.S Dag No. 504, R.S/L.R Dag No. 542 at Mouza- Bhatenda, J.L No. 28, R.S. No. 50, Touzi No. 2998, Pargana – Kalikata, within the jurisdiction of Rajarhat Police Station and within the local limits of Rajarhat Bishnupur no. 1 Gram Panchayet, A.D.S.R office at Rajarhat, Newtown, in the District of North 24 Parganas by virtue of Suf Bickroy Kobala Dalil from Smt. Anima Adhikary, alongwith others land in separate dag, dated 06.07.1992 by the strength of Registered Suf Bickroy Kobala Dalil, registered at A.D.S.R Cossipore, Dum Dum, and recorded in Book No.1, being Deed No. 6785 for the year 1992.

6.1.2 **B.L.R.O Record and mutation by Sri Sanjit Sadhukhan** : While seized and possessed of the aforesaid land said Sri Sanjit Sadhukhan applied for mutation before the B.L & L.R.O, rajarhat and got L.R Khatian No. 1501 and thereafter he constructed a tiles shed structure measuring about 500 Sq.ft more or less of the said land.

2.1.3 **Absolute Ownership of Shibnath Sadhukhan**: The Landowner Sri Shibnath Sadhukhan is the absolute, rightful and recorded owner of **ALL THAT** piece and parcel of Bastu land measuring about 4 Cottahs 13 Chittacks 20 Sq.ft more or less as per Deed but the land physically stated as 4 Cottahs 7 Chittacks 03 Sq.ft more or less comprising land measuring 2 (two) Cottahs 07 (seven) Chittacks 27 (twenty seven) Sq.ft more or less in C.S Khatian No. 111/1, R.S Khatian No. 107, C.S Dag No. 503, R.S/L.R Dag No. 546 and comprising land measuring 1 (one) Cottah 15 (fifteen) Chittacks 21 (twenty one) Sq.ft. more or less in C.S Khatian No. 203, R.S Khatian No. 445 and C.S Dag No. 504, R.S/L.R Dag No. 542 at Mouza- Bhatenda, J.L No. 28, R.S. No. 50, Touzi No. 2998, Pargana – Kalikata, within the jurisdiction of Rajarhat Police Station and within the local limits of Rajarhat Bishnupur no. 1 Gram Panchayet, A.D.S.R office at Rajarhat, Newtown, in the District of North 24 Parganas by virtue of Suf Bickroy Kobala Dalil from Smt. Anima Adhikary, alongwith others land in separate dag, dated 06.07.1992 by the strength of Registered Suf Bickroy Kobala Dalil, registered at A.D.S.R Cossipore, Dum Dum, and recorded in Book No.1, being Deed No. 6787 for the year 1992.

2.1.4 **B.L.R.O Record and mutation by Sri Shibnath Sadhukhan** : While seized and possessed of the aforesaid land said Sri Shibnath Sadhukhan applied for mutation before the B.L & L.R.O, rajarhat and got L.R Khatian No. 1503 and thereafter he constructed a tiles shed structure measuring about 500 Sq.ft more or less of the said land.

2.1.5 **Absolute Ownership of Ranjit Sadhukhan**: The Landowner Sri Ranjit Sadhukhan is the absolute, rightful and recorded owner of **ALL THAT** piece and parcel of Bastu land measuring about 4 Cottahs 13 Chittacks 20 Sq.ft more or less as per Deed but the land physically stated as 4 Cottahs 7 Chittacks 03 Sq.ft more or less comprising land measuring 2 (two) Cottahs 09 (nine) Chittacks 12 (twelve) Sq.ft more or less in C.S Khatian No. 111/1, R.S Khatian No. 107, C.S Dag No. 503, R.S/L.R Dag No. 546 and comprising land measuring 1 (one) Cottah 13 (thirteen) Chittacks 36 (thirty six) Sq.ft. more or less in C.S Khatian No. 203, R.S Khatian No. 445, and C.S Dag No. 504, R.S/L.R Dag No. 542 at Mouza- Bhatenda, J.L No. 28, R.S. No. 50, Touzi No. 2998, Pargana – Kalikata, within the jurisdiction of Rajarhat Police Station and within the local limits of Rajarhat Bishnupur no. 1 Gram Panchayet, A.D.S.R office at Rajarhat, Newtown, in the District of North 24 Parganas by virtue of Suf Bickroy Kobala Dalil from Smt. Anima Adhikary, alongwith others land in separate dag, dated 06.07.1992 by the strength of Registered Suf Bickroy Kobala Dalil, registered at A.D.S.R Cossipore, Dum Dum, and recorded in Book No.1, being Deed No. 6785 for the year 1992 which is morefully and particularly described in the Third Schedule herein below.

2.1.6 **B.L.R.O Record and mutation by Sri Ranjit Sadhukhan**: While seized and possessed of the aforesaid land said Sri Ranjit Sadhukhan applied for mutation before the B.L & L.R.O, rajarhat and got L.R Khatian No. 1502 and thereafter he constructed a tiles shed structure measuring about 500 Sq.ft more or less of the said land.

2.1.7 **Absolute Ownership of Sangita Prasad**: The Landowner Smt. Sangita Prasad is the absolute and rightful owner of **ALL THAT** piece and parcel of Shali land measuring about 1 Cottah 08 Chittacks more or less in C.S Khatian No. 152, R.S Khatian No. 209, Kri Khatian No. 469, C.S Dag No. 504, R.S/L.R Dag No. 542/806, at Mouza- Bhatenda, J.L No. 28, R.S. No. 50, Touzi No. 2998, Pargana – Kalikata, within the jurisdiction of Rajarhat Police Station and within the local limits of Rajarhat Bishnupur no. 1 Gram Panchayet, A.D.S.R office at Bidhannagar, Salt Lake City, in the District of North 24 Parganas from Sri Biman Chandra Nath, son of Late Santosh Kumar Nath by virtue of Suf Bickroy Kobala Dalil dated 10.06.1996 registered at A.D.S.R

Bidhannagar, Salt Lake City and recorded in Book No.1, Volume No. 51, Pages from 107 to 114, being Deed No. 2264 for the year 1996.

2.1.8 **B.L.R.O Record and mutation by Smt. Sangita Prasad**: While seized and possessed of the aforesaid land said Smt. Sangita Prasad, wife of Sri Arjun Prasad applied for mutation before the B.L & L.R.O, Rajarhat and got L.R Khatian No. 1112 and thereafter she paying Panchayet taxes and khajna regularly of the said land.

2.2 **Amalgamation** : The aforesaid Landowners namely 1) Sri Sanjit Sadhukhan, 2) Sri Shibnath Sadhukhan, 3) Sri Ranjit Sadhukhan and 4) Smt. Sangita Prasad due to their better enjoyment and peacefully possession of the land, they jointly amalgamated their land i.e **ALL THAT** piece and parcel of Bastu land measuring about 16 (Sixteen) Cottahs 00 (Zero) Chittacks 15 (Fifteen) Sq.ft more or less as per deed but the land physically stated as 14 (Fourteen) Cottahs 13 (Thirteen) Chittacks 00 (Zero) Sq.ft more or less together with 1500 Sq.ft more or less tiles shed structure comprising land measuring 7(seven) Cottahs 13 (thirteen) Chittacks 39 (thirty nine) Sq.ft more or less in C.S Khatian No. 111/1, R.S Khatian No. 107, L.R Khatian No. 1501, 1502 and 1503, C.S Dag No. 503, R.S/L.R Dag No. 546, comprising land measuring 5 (five) Cottahs 7 (seven) Chittacks 6 (six) Sq.ft. more or less in C.S Khatian No. 203, R.S Khatian No. 445, L.R Khatian No. 1501, 1502 and 1503 and C.S Dag No. 504, R.S/L.R Dag No. 542 and comprising land measuring 1(One) Cottah 08 (Eight) Chittacks more or less in C.S Khatian No. 152, R.S Khatian No. 209, L.R Khatian No. 1112 and C.S Dag No. 504, R.S/L.R Dag No. 542/806 at Mouza- Bhatenda, J.L. No. 28, R.S. No. 50, Touzi No. 2998, Pargana – Kalikata, within the jurisdiction of Rajarhat Police Station and within the local limits of Rajarhat Bishnupur no. 1 Gram Panchayet, A.D.S.R office at Rajarhat, Newtown, in the District of North 24 Parganas which is morefully and particularly described in the Second Schedule hereunder written.

2.3 **Developer: BASU CONSTRUCTION PVT. LTD.**, aCompany within the meaning of Companies Act. 1956, **PAN-AAFCB4485L**, having its registered office at "Swapnoneer Apartment", First Floor, Block – A, Naipukur, Rajarhat, P.O. & P.S- Rajarhat, Kolkata – 700 135 (Formerly Bhatenda East, Rajarhat Station, Chow-mahta, P.O. & P.S- Rajarhat, Kolkata – 700 135), represented by its Director **SRI AJIT KUMAR BASU**, son of Late Lakshmi Kanta Basu, **PAN-AIMPB8505H**, by faith – Hindu, by occupation – Business, by nationality – Indian,

residing at Bhatenda East, Rajarhat Station, Chow-mahta, P.O. & P.S- Rajarhat, Kolkata – 700 135.

2.4 **Development Agreement**: The said (1) **Sri Sanjit Sadhukhan**, (2) **Sri Shibnath Sadhukhan**, (3) **Sri Ranjit Sadhukhan** and (4) **Smt. Sangita Prasad**, entered into a Development Agreement on 16-08-2016 with the present Developer, **BASU CONSTRUCTION PVT. LTD.**, a Company within the meaning of Companies Act. 1956, **PAN-AAFCB4485L**, having its registered office at “Swapnoneer Apartment”, First Floor, Block – A, Naipukur, Rajarhat, P.O. & P.S- Rajarhat, Kolkata – 700 135 (Formerly Bhatenda East, Rajarhat Station, Chow-mahta, P.O. & P.S- Rajarhat, Kolkata – 700 135), represented by its Director **Sri Ajit Kumar Basu**, son of Late Lakshmi Kanta Basu, residing at Bhatenda East, Rajarhat Station Chow-mahta, P.O. & P.S. Rajarhat, Kolkata – 700 135, for the developing their said plot of land more fully described in the Second Schedule hereunder written, under some terms and conditions mentioned in the said Development Agreement. The said development agreement duly registered at the office of the A.D.S.R. Rajarhat and copied in Book no. – 1, Volume no. – 1523-2016, pages from 270808 to 270864, Being no. 152308856, for the year 2016.

2.5 **Development Power of Attorney executed by (1) Sri Sanjit Sadhukhan, (2) Sri Shibnath Sadhukhan, (3) Sri Ranjit Sadhukhan and (4) Smt. Sangita Prasad**: A Development power of attorney was executed by (1) **Sri Sanjit Sadhukhan**, (2) **Sri Shibnath Sadhukhan**, (3) **Sri Ranjit Sadhukhan** and (4) **Smt. Sangita Prasad** in favor of the said Developer **BASU CONSTRUCTION PVT. LTD.** whose director **Sri Ajit Kumar Basu**, son of Late Lakshmi Kanta Basu, residing at Bhatenda East, Rajarhat Station Chow-mahta, P.O. & P.S. Rajarhat, Kolkata – 700 135, for developing the said plot of land, by raising construction (G+4) storied building thereon and completed all respect of the building in habitable accordance with the sanctioned plan and to collect advance or part payment or full consideration from the intending purchaser/s and or to sell, transfer, mortgage or charges of the building /flats/shops/garages/units along with the proportionate share of land against allotted/allocated portion of the developer for the same more fully and particularly described therein and the said Development Power of attorney duly registered on 16.08.2016 before the A.D.S.R. Rajarhat, Newtown and recorded the same in Book No. I, Volume No. 1523-2016, Pages from 270769 to 270807, Being No. 152308876 for the year 2016.

3. Background

3.1 **Ownership of Landowner:** By virtue of the events and in the circumstances, the Landowner became the owner of the Said Property, free from all encumbrances and was in peaceful possession thereof, described as follows:

3.2.1 **Absolute Ownership of Smt. Mukti Saha, wife of Sri Gourpada Saha:** The Landowner Smt. Mukti Saha became the absolute and rightful owner of **ALL THAT** piece or parcel of Shali land measuring an area 02 (two) Cottahs a little more or less lying and situated at Mouza – Bhatenda, J.L. No.28, Sabek Touzi No.2998, Hal Touzi No. 10, Re.Sa. No.50, comprised in C.S Khatian No.203, R.S Khatian No. 189, L.R Khatian No. 1101, under C.S. Dag No.504, R.S & L.R Dag No. 542/806, within local limits of A.D.S.R.O., Rajarhat, Newtown (formerly Bidhannagar, Salt lake City), under P.S.- Rajarhat, within Rajarhat Bishnupur 1 No. Gram Panchayet, District-North 24 Parganas from Smt. Mridula Roy, wife of Sri Haradhan Chandra Roy, by virtue of registered Suf kobala Dalil dated 06/05/2013 and the said registered Suf kobala Dalil was registered at A.D.S.R.O., Rajarhat, Newtown, and recorded the same in Book No. 1, Volume No. 7, Pages from 14942 to 14953, Being No. 05166 for the year 2013.

3.2 **B.L.R.O Record and mutation by Smt. Mukti Saha:** While seized and possessed of the aforesaid land said Smt. Mukti Saha, wife of Sri Gour Pada Saha applied for mutation before the B.L & L.R.O, Rajarhat and got L.R Khatian No. 4145 and thereafter she paying Panchayet taxes and khajna regularly of the said land.

3.3 **Developer:** **BASU CONSTRUCTION PVT. LTD.,** a Company within the meaning of Companies Act. 1956, **PAN-AAFCB4485L**, having its registered office at “Swapnoneer Apartment”, First Floor, Block – A, Naipukur, Rajarhat, P.O. & P.S- Rajarhat, Kolkata – 700 135 (Formerly Bhatenda East, Rajarhat Station, Chow-mahta, P.O. & P.S- Rajarhat, Kolkata – 700 135), represented by its Director **SRI AJIT KUMAR BASU**, son of Late Lakshmi Kanta Basu, **PAN-AIMPB8505H**, by faith – Hindu, by occupation – Business, by nationality – Indian, residing at Bhatenda East, Rajarhat Station, Chow-mahta, P.O. & P.S- Rajarhat, Kolkata – 700 135.

3.4 **Development Agreement:** The said **Smt. Mukti Saha, wife of Sri Gourpada Saha,** entered into a Development Agreement on 11-04-2019 with the present Developer, **BASU**

CONSTRUCTION PVT. LTD., a Company within the meaning of Companies Act, 1956, PAN-AAFCB4485L, having its registered office at "Swapnoneer Apartment", First Floor, Block – A, Naipukur, Rajarhat, P.O. & P.S- Rajarhat, Kolkata – 700 135 (Formerly Bhatenda East, Rajarhat Station, Chow-mahta, P.O. & P.S- Rajarhat, Kolkata – 700 135), represented by its Director **Sri Ajit Kumar Basu**, son of Late Lakshmi Kanta Basu, residing at Bhatenda East, Rajarhat Station Chow-mahta, P.O. & P.S. Rajarhat, Kolkata – 700 135, for the developing her said plot of land more fully described in the Third Schedule hereunder written, under some terms and conditions mentioned in the said Development Agreement. The said development agreement duly registered at the office of the A.D.S.R. Rajarhat and copied in Book no. – I, Volume no. – 1523-2019, pages from 163503 to 163544, Being no. 152304254, for the year 2019.

3.5 **Development Power of Attorney executed by Smt. Mukti Saha, wife of Sri Gourpada Saha:** A Development power of attorney was executed by Smt. Mukti Saha, wife of Sri Gourpada Saha in favour of the said Developer **BASU CONSTRUCTION PVT. LTD.** whose director **Sri Ajit Kumar Basu**, son of Late Lakshmi Kanta Basu, residing at Bhatenda East, Rajarhat Station Chow-mahta, P.O. & P.S. Rajarhat, Kolkata – 700 135, for developing the said plot of land, by raising construction (G+4) storied building thereon and completed all respect of the building in habitable accordance with the sanctioned plan and to collect advance or part payment or full consideration from the intending purchaser/s and or to sell, transfer, mortgage or charges of the building /flats/shops/garages/units along with the proportionate share of land against allotted/allocated portion of the developer for the same more fully and particularly described therein and the said Development Power of attorney duly registered on 11.04.2019 before the A.D.S.R. Rajarhat, Newtown and recorded the same in Book No. I, Volume No. 1523-2019, Pages from 163545 to 163565, Being No. 152304271 for the year 2019.

4. Background

4.1 **Ownership of Landowner:** By virtue of the events and in the circumstances, the Landowner became the owner of the Said Property, free from all encumbrances and was in peaceful possession thereof, described as follows:

4.2 **Absolute Ownership of Sekh Mossaref @ Md. Mossaref:** The Landowner Sekh Mossaref @ Md. Mossaref became the absolute and rightful owner of **ALL THAT** piece or parcel of Shali land measuring an area 02 (two) Cottahs 04 (four) Chittacks a little more or less lying and

situated at Mouza – Bhatenda, J.L. No.28, Sabek Touzi No.2998, Hal Touzi No. 10, Re.Sa. No.50, comprised in C.S Khatian No.203, R.S Khatian No. 189, L.R Khatian No. 478, under C.S. Dag No.504, R.S & L.R Dag No. 542/806, within local limits of A.D.S.R.O., Rajarhat, Newtown (formerly Bidhannagar, Salt lake City), under P.S.- Rajarhat, within Rajarhat Bishnupur 1 No. Gram Panchayet, District- North 24 Parganas from Sri Arun Chandra Das, son of Late Jogesh Chandra Das, by dint of registered Suf kobala Dalil dated 07/02/2007 and the said registered Suf kobala Dalil was registered at A.D.S.R.O., Bidhannagar, Salt Lake City, and recorded the same in Book No. 1, Volume No. 39, Pages from 244 to 259, Being No. 00628 for the year 2007.

4.3 **B.L.R.O Record and mutation by Sekh Mossaref @ Md. Mossaref:** While seized and possessed of the aforesaid land said Sekh Mossaref @ Md. Mossaref applied for mutation before the B.L & L.R.O, Rajarhat and got L.R Khatian No. 4715 and thereafter she paying Panchayet taxes and khajna regularly of the said land.

4.5 **Developer: BASU CONSTRUCTION PVT. LTD.,** aCompany within the meaning of Companies Act. 1956, PAN-AAFCB4485L, having its registered office at “Swapnoneer Apartment”, First Floor, Block – A, Naipukur, Rajarhat, P.O. & P.S- Rajarhat, Kolkata – 700 135 (Formerly Bhatenda East, Rajarhat Station, Chow-mahta, P.O. & P.S- Rajarhat, Kolkata – 700 135), represented by its Director **SRI AJIT KUMAR BASU**, son of Late Lakshmi Kanta Basu, PAN-AIMPB8505H, by faith – Hindu, by occupation – Business, by nationality – Indian, residing at Bhatenda East, Rajarhat Station, Chow-mahta, P.O. & P.S- Rajarhat, Kolkata – 700 135.

4.6 **Development Agreement:** The said **Sekh Mossaref @ Md. Mossaref**, entered into a Development Agreement on 11-04-2019 with the present Developer, **BASU CONSTRUCTION PVT. LTD.,** aCompany within the meaning of Companies Act. 1956, PAN-AAFCB4485L, having its registered office at “Swapnoneer Apartment”, First Floor, Block – A, Naipukur, Rajarhat, P.O. & P.S- Rajarhat, Kolkata – 700 135 (Formerly Bhatenda East, Rajarhat Station, Chow-mahta, P.O. & P.S- Rajarhat, Kolkata – 700 135), represented by its Director **Sri Ajit Kumar Basu**, son of Late Lakshmi Kanta Basu, residing at Bhatenda East, Rajarhat Station Chow-mahta, P.O. & P.S. Rajarhat, Kolkata – 700 135, for the developing her said plot of land more fully described in the Third Schedule hereunder written, under some terms and conditions mentioned in the said Development Agreement. The said development agreement duly registered

at the office of the A.D.S.R. Rajarhat and copied in Book no. – I, Volume no. – 1523-2019, pages from 163148 to 163189, Being no. 152304255, for the year 2019.

4.7 **Development Power of Attorney executed by Sekh Mossaref @ Md. Mossaref:** A Development power of attorney was executed by Sekh Mossaref @ Md. Mossaref in favour of the said Developer **BASU CONSTRUCTION PVT. LTD.** whose director Sri **Ajit Kumar Basu**, son of Late Lakshmi Kanta Basu, residing at Bhatenda East, Rajarhat Station Chow-mahta, P.O. & P.S. Rajarhat, Kolkata – 700 135, for developing the said plot of land, by raising construction (G+4) storied building thereon and completed all respect of the building in habitable accordance with the sanctioned plan and to collect advance or part payment or full consideration from the intending purchaser/s and or to sell, transfer, mortgage or charges of the building /flats/shops/ garages/units along with the proportionate share of land against allotted/ allocated portion of the developer for the same more fully and particularly described therein and the said Development Power of attorney duly registered on 11.04.2019 before the A.D.S.R. Rajarhat, Newtown and recorded the same in Book No. I, Volume No. 1523-2019, Pages from 163127 to 163147, Being No. 152304270 for the year 2019.

5. **Total amalgamated plot of Land where the Complex constructed in Block 1, 2 & 3:** After registered the Development Agreement the aforesaid land owners/vendors jointly amalgamated their respective plot of land into a single plot and they are jointly possess total land **ALL THAT** piece and parcel of Bastu land measuring about 29 (twenty nine) Cottahs 02 (two) Chittacks 34 (thirty four) Sq.ft. more or less as per deed but the **land physically stated as 28 (twenty eight) Cottahs 03 (three) Chittacks 19 (nineteen) Sq.ft.** more or less comprising land measuring 9 (nine) Cottahs 02 (two) Chittacks 19 (nineteen) Sq.ft more or less in C.S Dag No. 505, **R.S/L.R Dag No. 545**, Kri Khatian No. 651 and comprising land measuring 5 (five) Cottahs 7 (seven) Chittacks 6 (six) Sq.ft. more or less in C.S Dag No. 504, **R.S/L.R Dag No. 542**, R.S Khatian No. 445 and comprising land measuring 7 (seven) Cottahs 13 (thirteen) Chittacks 39 (thirty nine) Sq.ft more or less in C.S Dag No. 503, **R.S/L.R Dag No. 546**, R.S Khatian No. 107 and comprising land measuring 01 (one) Cottah 08 (eight) Chittacks more or less in C.S Dag No. 504, **R.S/L.R Dag No. 542/806**, R.S Khatian No. 209, Kri Khatian No. 469, comprising land measuring 02 (two) Cottahs more or less in C.S Dag No. 504, **R.S/L.R Dag No. 542/806**, R.S Khatian No. 189, L.R Khatian No. 4145 and comprising land measuring 02 (two) Cottahs 04 (four) Chittacks more or less in C.S Dag No. 504, **R.S/L.R Dag No. 542/806**, R.S Khatian No.

189, L.R Khatian No. 4715, alongwith other land in other Dags together with 3000 Sq.ft tiles shed structure lying and situated at **Mouza- Bhatenda**, J.L No. 28, R.S. No. 50, Touzi No. 2998, **L.R Khatian No. 483, 597, 692, 720, 2979, 2981, 2984, 2986, 2987, 1501, 1502, 1503, 1112**, Pargana – Kalikata, within the jurisdiction of **Rajarhat Bishnupur no. 1 Gram Panchayet, Bhatenda (East), Rajarhat, Kolkata- 700135**, Police Station- Rajarhat and A.D.S.R office at Rajarhat, in the District of North 24 Parganas which is morefully and particularly described in the **Fifth Schedule** hereunder written.

6. **Sanction of Plans**: With the intention of developing the Said land by raising construction of a (G+4) storied complex thereon in Block (1&2), the Developer as well as the Constituted Attorney of the aforesaid Landowners/Vendors has got a (G+4) Multi storied building plan in two Blocks, Sanctioned by the Zilla Parishad, North 24 Parganas vide Approval Order No. 147/NZP, dated 02-11-2017 and thereafter the aforesaid plan has been revised and/or extension for additional block – ‘3’ from the competent authority vide No. 1238/RPS, dated 12-10-2020.

7. **Supplementary Agreement between(1) Sri Sanjit Sadhukhan, (2) Sri Shibnath Sadhukhan, (3) Sri Ranjit Sadhukhan**, all are sons of Late Jagannath Sadhukhan and **(4) Smt. Sangita Prasad**, wife of Sri Arjun Prasad and Developers namely **Basu Construction Pvt. Ltd**: A supplementary Agreement had been registered on 16/07/2019 between **(1) Sri Sanjit Sadhukhan, (2) Sri Shibnath Sadhukhan, (3) Sri Ranjit Sadhukhan**, all are sons of Late Jagannath Sadhukhan and **(4) Smt. Sangita Prasad**, wife of Sri Arjun Prasad and Developers namely **Basu Construction Pvt. Ltd** which was duly registered at A.D.S.R Rajarhat, Newtown, and recorded the same in Book No. I, Volume No. 1523-2019, Pages from 334008 to 334046, Being No. 152308651 for the year 2019 in respect of change and/or alter the allocation between the above Landowners and Developer.

8. **Supplementary Agreement between(1) Sri Sanjit Sadhukhan, (2) Sri Biswanath Sadhukhan, (3) Sri Shibnath Sadhukhan, (4) Sri Ranjit Sadhukhan**, All are sons of Late **Jagannath Sadhukhan, (5) Smt. Anuva Sadhukhan, Wife of Sri Kashinath Sadhukhan, (6) Smt. Kabita Datta, Wife of Sri Tapan Kumar Datta, (7) Smt. Ranu Sadhukhan, Wife of Late Nemai Sadhukhan, (8) Smt. Ranju Sadhukhan, Wife of Sri Kajal Sadhukhan, and (9) Smt. Suparna Pal, Wife of Sri Anil Pal** and Developers namely **Basu Construction Pvt. Ltd**: A supplementary Agreement had been registered on 16/07/2019 between **(1) Sri Sanjit**

Sadhukhan, (2) Sri Biswanath Sadhukhan, (3) Sri Shibnath Sadhukhan, (4) Sri Ranjit Sadhukhan, All are sons of Late Jagannath Sadhukhan, (5) Smt. Anuva Sadhukhan, Wife of Sri Kashinath Sadhukhan, (6) Smt. Kabita Datta, Wife of Sri Tapan Kumar Datta, (7) Smt. Ranu Sadhukhan, Wife of Late Nemai Sadhukhan, (8) Smt. Ranju Sadhukhan, Wife of Sri Kajal Sadhukhan, and (9) Smt. Suparna Pal, Wife of Sri Anil Pal, and Developers namely **Basu Construction Pvt. Ltd** which was duly registered at A.D.S.R Rajarhat, Newtown, and recorded the same in Book No. I, Volume No. 1523-2019, Pages from 333963 to 334007, Being No. 152308652 for the year 2019 in respect of change and/or alter the allocation between the above Landowners and Developer.

9. **Construction of Building:** in terms of the aforesaid Development Agreement, Development Power of Attorney and thereafter Supplementary Agreement, the aforesaid Developers namely **BASU CONSTRUCTION PVT. LTD.** with the intention of developing and commercially exploiting the said property by constructing the said building thereon and selling spaces therein (Unit) have got a (G+4) Multi storied building plan in two Blocks (1&2), Sanctioned by the Zilla Parishad, North 24 Parganas vide Approval Order No. 147/NZP, dated 02-11-2017 and thereafter the aforesaid plan has been revised and/or extension for additional (Block – 3) from the competent authority vide No. 1238/RPS, dated 12-10-2020 and completed with all manner of the said multi storied building namely **“BOSE DREAM SUNRISE”** consisting with Three Blocks i.e. **“1&2” & “3”** and each blocks consisting with various flats on the First floor to top floor and Car Parking Spaces on the Ground Floor on the said plot of land more fully described in the **FIFTH SCHEDULE** hereunder written alongwith undivided, impartible, proportionate and variable share in the land comprised in the said property as is attributable to the said flat (Land share) **TOGETHERWITH** undivided, impartible, proportionate and variable share and/or interest in the common areas, amenities and facilities of the said building is attributable to the said flat (share in common portions), the said common areas, amenities and facilities being described in the Seventh & Eighth Schedule hereinafter written (collectively common portions). The Share in common portions is/shall be derived by taking into consideration the proportion which the standard built up area of the said that bears to the total standard built up area of the said building.

10. **Perused and inspection property by the Purchaser:** The Purchaser/s hereinperused and inspected title deeds, record of rights, Building sanctioned plan and other related documents in respect of the Fifth Schedule mentioned property hereunder including its amenities and facilities and areas and satisfied themselves in regards thereto and

approached to the Developer to purchase complete and independent **Flat Being No.** '.....' on the **Floor** (..... - **Side**), in Block "....." admeasuring total standard built up area **sq. ft.** (.....) **Square Feet** consisting with **Bed Rooms**, **Drawing cum Dining**, **Kitchen**, **Toilets &..... Balcony** along with **One Covered Car Parking Space on the Ground Floor** of the complex commonly known as "**BOSE DREAM SUNRISE**" lying and situated at Bhatenda (East), Rajarhat, Kolkata – 700 135.

11. **Application and Allotment:** The Purchaser/s has/have applied to the Developer for purchasing a flat, being Flat No., on the Floor (..... - Side), Block No. - '.....' admeasuring **Standard Built up area - including floor level common services area= Sq.ft** (.....) be the same a little more or less more fully described in the Sixth Schedule below @...../- (..... only) per square feet at or total Consideration of Rs./- (Rupees only) of the complex commonly known as "**BOSE DREAM SUNRISE**" lying and situated at Bhatenda (East), Rajarhat, Kolkata – 700 135 and the Developer has allotted the same to the Purchaser/s conditional upon the Purchaser/s entering into this Agreement.

12. **Agreement for Sale:** The Developer herein '**BASU CONSTRUCTION PVT. LTD.**' has agreed to sell and the Purchaser/s herein, have agreed to purchase the **Flat Being No.** '.....' on the **Floor** (..... - **Side**), in Block "....." admeasuring total standard built up area **sq. ft.** (.....) **Square Feet** consisting with **Bed Rooms**, **Drawing cum Dining**, **Kitchen**, **Toilets &..... Balcony** along with **One Covered Car Parking Space on the Ground Floor** of the complex commonly known as "**BOSE DREAM SUNRISE**" lying and situated at Bhatenda (East), Rajarhat, Kolkata – 700 135 at or for the total consideration of **Rs...../- (Rupees only** together with common areas and facilities of the building framed by the Vendors/Developer along with undivided interest or share on the land and they entered into an Agreement for Sale dated

the Vendors have good right, full power and absolute authority to grant, convey and transfer the said Flat & Car Parking Space hereby conveyed and transferred or expressed or intended so to be unto and to the use of the Purchasers in the manner aforesaid.

THE DEVELOPER AS WELL AS THE CONSTITUTYED ATTORNEY OF THE VENDORS DOTH HEREBY COVENANT WITH THE PURCHASERS as follows: -

1. Consideration:

Flat Rs...../-

Car Parking Space Rs...../-

Extra cost for amenities & facilities of the complex.Rs./-

Totalling =Rs./-

2. True and Correct Representations: The Landowners are the absolute and undisputed owners of the said property, such ownership having been acquired in the manner stated above, the contents of which are all true and correct.

3. No Acquisition/Requisition: The Landowners have not received any notice from any authority for acquisition, requisition or vesting of the said property and declare that the said property is not affected by any scheme of the Panchayat Authority or Government or any Statutory Body.

4. No Encumbrances by Act of Landowners and Developer: The Land owners and Developer have not at any time done or executed or knowingly suffered or been party or privy to any act, deed, matter or thing, including grant of right of easement, whereby the said Flat or any part thereof can or may be impeached, encumbered or affected in title.

5. Right, Power and Authority to Sell: The Developer have good right, full power, absolute authority and indefeasible title to grant, sell, convey, transfer, assign and assure the said Flat to the Purchasers.

6. No Dues: No tax in respect of the said Flat & Car Parking Spaces lying due in the Rajarhat Bishnupur I No, Gram Panchayat and/or any other authority or authorities and no Certificate Case is pending for realization of any taxes from the Landowners/Developer.

7. No Mortgage: No mortgage or charge has been created by the Land owners and Developer by depositing the title deed or otherwise over and in respect of the said Flat & Car Parking Space and any part thereof.

8. No Personal Guarantee: The said property is not affected by or subject to any personal guarantee for securing any financial accommodation.

9. No Bar by Court Order or Statutory Authority: There is no order of Court or any other statutory authority prohibiting the Landowners and Developer from selling, transferring and/or alienating the said flat or any part thereof.

10. Transfer:

10.1. Hereby Made: The Developer as well as the constituted attorney of the Landowners hereby sell, convey and transfer to the Purchasers the entirety of their right, title and interest of whatsoever or howsoever nature in the **SAID FLAT & CAR PARKING SPACE** fully described in the **SECOND SCHEDULE** hereinafter written together with proportionate undivided share of land and also together with all easement rights for egress and ingress of all common spaces, amenities and facilities in the said building.

10.2. Total Consideration: The aforesaid transfer is being made in consideration of a sum of **Rs...../- (Rupees)** only which the present Purchasers already paid the same to the Developer as per Memo hereinbelow written.

11. Terms of Transfer: The transfer being effected by this Conveyance is a sale within the meaning of the Transfer of Property Act, 1882, which is absolute, irreversible and perpetual and free from all sorts of encumbrances and every nature whatsoever including but not limited to all claims, demands, encumbrances, mortgages, charges, liens, attachments, lis pendens, uses, trusts, prohibitions, Income Tax Attachments, Financial Institution charges, reversionary rights, residuary rights, statutory prohibitions, acquisitions, requisitions, vesting and liabilities whatsoever. The transfer being effected by this Conveyance is subject to indemnification by the Landowners and Developers about the correctness of their title and authority to sell and this conveyance is being accepted by the Purchasers on such express indemnification by the Landowners and Developer about the correctness of the Landowners and Developer title and the representation and authority to sell, which if found defective or untrue at any time, the Landowners and Developer shall at their

risk and responsibility, forthwith take all necessary steps to remove and/or rectify the same lawfully.

12. Transfer of Property Act: All obligations and duties of Land owners and Developer and Purchasers as provided in the transfer of property Act. 1882 save as contracted to the contrary hereunder.

13. Delivery of Possession: Khas, vacant and peaceful possession of the said Flat & Car Parking Spaces has been handed over by the Developer to the Purchasers, which the Purchasers admits, acknowledges and accepts.

14. Outgoings: All statutory revenue, cess, taxes, surcharges, outgoings and levies of or on the said property, relating to the period till the date of this Conveyance, whether as yet demanded or not, shall be borne, paid and discharged by the Landowners and Developer with regard to which the Landowners and Developer hereby indemnify and agree to keep the Purchasers fully and comprehensively saved, harmless and indemnified.

15. Holding Possession : The Landowners and Developer hereby covenant that the Purchasers and their heirs, executors, administrators, representatives and assigns, shall and may, from time to time and at all times herein after, peacefully and quietly enter into hold possess, use and enjoy the said Property 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 Purchasers, without any lawfull eviction, hindrance, interruption, disturbance, claim or demand whatsoever from or by the Landowners and Developer or any person or persons lawfully or equitably claiming any right or estate therein from under or in trust from the land owners/Developer.

16. No Objection to Mutation: The Landowners and Developer declare that the Purchaser/s can fully be entitled to mutate his/her/their name in all records of the concerned authority including Rajarhat Bishnupur I No. Gram Panchayet and to pay taxes and all other impositions in his own name/s. The Developer and Land-owners undertake to co-operate with the Purchasers in all respect to cause mutation of the said Flat & Car Parking Spaces in the name of the Purchasers and in this regard shall sign all documents and papers as required by the Purchasers.

17. Further Acts: The Landowners and Developer hereby covenant that they or any person claiming under them, shall and will from time to time and at all times hereinafter, upon every request and costs of the Purchasers and/or their successors-in-interest, does and executes or cause to be done and executed all such acts, deeds and things for further or more perfectly assuring the title of the said property.

PROVIDED ALWAYS AND IT IS HEREBY EXPRESSLY AGREED AND DECLARED BY AND BETWEEN THE PARTIES HERETO as follows:

1. The said Unit/Flat and/or Apartment in terms hereof shall be considered completed and tenantable upon the execution of these presents and vacant possession thereof will be duly handed over by the Owners herein by issuance of letter/certificate of possession in favour of the Purchasers.
2. The Purchasers herein neither has nor shall claim from the Developer and Owners herein or any co-owner thereof any right title or interest in any other part or portion of the land and building SAVE the said share and the properties and rights appurtenant thereto and the said Unit/Flat and/or Apartment and the undivided impartible proportionate share and the benefits rights and properties sold and conveyed.
3. The right of the Purchasers herein shall remain restricted to the said FLAT AND/OR UNIT only and the properties appurtenant thereto and the Purchasers shall have no right nor shall claim any right over and in respect of any other Units and/or the roof and/or open spaces and/or Common Parts and Portions of other Block/s and the Owners herein shall have the exclusive right to deal with the same.
4. The Purchasers agrees to regularly and punctually make payment of the proportionate share of Panchayet tax until such time the said Flat/Unit and/or Apartment is mutated in the name of the Purchasers including the maintenance charges and/or service charges payable to the said existing Maintenance Company and/or Holding Organization.
5. The Purchasers further acknowledges that timely payment of the said maintenance charges is a must in as much as non-payment thereof is likely to adversely affect the other Flat/Unit and/or Apartment owners and/or cause disruption in the common services to be provided by the existing Maintenance Company and/or Holding Organization to other Flat/Unit and/or Apartment owners and as such the Purchasers

herein have agreed to regularly and punctually make payment of the said maintenance charges and in the event of any default of the Purchasers in making payment of the maintenance and/or service charges and if such default continues for a period of two months then and in that event without prejudice to any other right which the Owners herein and/or Holding Organization may have, the Owners herein and/or Holding Organization shall be entitled to and the Purchasers hereby consents to the Owners herein and/or Holding Organization:

- i) Disconnecting the Generator line.
 - ii) Preventing the use of lifts/the Purchasers and/or its visitors.
 - iii) Withdraw all the common services to be provided by such Maintenance Company (Syndicate until such time all amounts lying in arrears are paid together with interest at the rate of 15% (Fifteen Percent) per annum.
6. Time for payment and due performance and observance of the terms and conditions herein contained shall always remain as the essence of the contract.
 7. The right of the Purchasers shall remain restricted to the said Flat/Unit and/or Apartment and the Properties Appurtenant thereto and in no event the Purchasers shall be entitled and hereby agrees not to claim any right in respect of the other parts or portions of the said building and the said Premises.
 8. The name of the complex shall be **"BOSE DREAM SUNRISE"** and will not be changed.

THE FIRST SCHEDULE ABOVE REFERRED TO
(LAND)

ALL THAT piece and parcel of Bastu land measuring about 15 Decimals equivalent to 9 (nine) Cottahs 02 (two) Chittacks 19 (nineteen) Sq.ft more or less together with one storied building measuring about 1500 sq.ft more or less lying and situated at Mouza- Bhatenda, J.L No. 28, R.S. No. 50, Touzi No. 2998, C.S Khatian No. 81, R.S Khatian No. 112, L.R Khatian No. 483, 597, 692, 720, 2979, 2981, 2984, 2986, 2987 and C.S Dag No. 505, R.S/L.R Dag No. 545, Pargana – Kalikata, within the jurisdiction of Rajarhat Police Station and within the local limits of Rajarhat Bishnupur no. 1 Gram Panchayet, A.D.S.R office at Rajarhat, Newtown, in the District of North 24 Parganas. The said land butted and bounded as follows:-

(27)

- ON THE NORTH** : R.S/L.R Dag No. 544.
ON THE SOUTH : R.S/L.R Dag No. 552.
ON THE EAST : R.S/L.R Dag No. 542 & 546.
ON THE WEST : 24 ft. wide Panchayet Road.

THE SECOND SCHEDULE ABOVE REFERRED TO
(LAND)

ALL THAT piece and parcel of Bastu land measuring about 16 (Sixteen) Cottahs 00 (Zero) Chittacks 15 (Fifteen) Sq.ft more or less as per deed but the land physically stated as 14 (Fourteen) Cottahs 13 (Thirteen) Chittacks 00 (Zero) Sq.ft more or less together with 1500 Sq.ft more or less tiles shed structure comprising land measuring 7(seven) Cottahs 13 (thirteen) Chittacks 39 (thirty nine) Sq.ft more or less in C.S Khatian No. 111/1, R.S Khatian No. 107, L.R Khatian No. 1501, 1502 and 1503, C.S Dag No. 503, R.S/L.R Dag No. 546, comprising land measuring 5 (five) Cottahs 7 (seven) Chittacks 6 (six) Sq.ft more or less in C.S Khatian No. 203, R.S Khatian No. 445, L.R Khatian No. 1501, 1502 and 1503 and C.S Dag No. 504, R.S/L.R Dag No. 542 and comprising land measuring 1(One) Cottah 08 (Eight) Chittacks more or less in C.S Khatian No. 152, R.S Khatian No. 209, L.R Khatian No. 1112 and C.S Dag No. 504, R.S/L.R Dag No. 542/806 at Mouza- Bhatenda, J.L No. 28, R.S. No. 50, Touzi No. 2998, Pargana – Kalikata, within the jurisdiction of Rajarhat Police Station and within the local limits of Rajarhat Bishnupur no. 1 Gram Panchayet, A.D.S.R office at Rajarhat, Newtown, in the District of North 24 Parganas. The said land butted and bounded as follows:-

- ON THE NORTH** : R.S & L.R Dag No. 543
ON THE SOUTH : R.S & L.R Dag No. 549 & 547
ON THE EAST : 12 ft. wide common passage
ON THE WEST : R.S & L.R Dag No. 545.

THIRD SCHEDULE OF THE PROPERTY ABOVE REFERRED TO
(Land)

ALL THAT piece or parcel of Shali land measuring an area 02 (two) Cottahs a little more or less lying and situated at Mouza – Bhatenda, J.L. No.28, Sabek Touzi No.2998, Hal Touzi No. 10, Re.Sa. No.50, comprised in C.S Khatian No.203, R.S Khatian No. 189, L.R Khatian No. 4145, under C.S. Dag No.504, R.S & L.R Dag No. 542/806, within local limits of A.D.S.R.O., Rajarhat,

Newtown (formerly Bidhannagar, Salt lake City), under P.S.- Rajarhat, within Rajarhat Bishnupur 1 No. Gram Panchayet, District- North 24 Parganas, which is butted and bounded as follows :-

- ON THE NORTH** : Part of R.S. & L.R Dag No.542/806 (Plot No. D).
ON THE SOUTH : Part of R.S. & L.R Dag No.542/806 (Plot No. F).
ON THE EAST : 12 ft. wide common passage.
ON THE WEST : R.S. & L.R Dag No.542 & 543.

FOURTH SCHEDULE OF THE PROPERTY ABOVE REFERRED TO
(Land)

ALL THAT piece or parcel of Shali land measuring an area 02 (two) Cottahs 04 (four) Chittacks a little more or less lying and situated at Mouza – Bhatenda, J.L. No.28, Sabek Touzi No.2998, Hal Touzi No. 10, Re.Sa. No.50, comprised in C.S Khatian No.203, R.S Khatian No. 189, L.R Khatian No. 4715, under C.S. Dag No.504, R.S & L.R Dag No. 542/806, within local limits of A.D.S.R.O., Rajarhat, Newtown (formerly Bidhannagar, Salt lake City), under P.S.- Rajarhat, within Rajarhat Bishnupur 1 No. Gram Panchayet, District- North 24 Parganas, which is butted and bounded as follows :-

- ON THE NORTH** : Part of R.S. & L.R Dag No.542/806.
ON THE SOUTH : Part of R.S. & L.R Dag No.542/806.
ON THE EAST : 12 ft. wide common passage.
ON THE WEST : R.S. & L.R Dag No.542 & 543.

THE FIFTH SCHEDULE OF PROPERTY ABOVE REFERRED TO
(DESCRIPTION OF AMALGAMATED PLOT OF LAND)

ALL THAT piece and parcel of Bastu land measuring about 29 (twenty nine) Cottahs 02 (two) Chittacks 34 (thirty four) Sq.ft. more or less as per deed but the **land physically stated as 28 (twenty eight) Cottahs 03 (three) Chittacks 19 (nineteen) Sq.ft.** more or less comprising land measuring 9 (nine) Cottahs 02 (two) Chittacks 19 (nineteen) Sq.ft more or less in C.S Dag No. 505, **R.S/L.R Dag No. 545**, Kri Khatian No. 651 and comprising land measuring 5 (five) Cottahs 7 (seven) Chittacks 6 (six) Sq.ft. more or less in C.S Dag No. 504, **R.S/L.R Dag No. 542**, R.S Khatian No. 445 and comprising land measuring 7 (seven) Cottahs 13 (thirteen) Chittacks 39 (thirty nine) Sq.ft more or less in C.S Dag No. 503, **R.S/L.R Dag No. 546**, R.S Khatian No. 107

and comprising land measuring 01 (one) Cottah 08 (eight) Chittacks more or less in C.S Dag No. 504, **R.S/L.R Dag No. 542/806**, R.S Khatian No. 209, Kri Khatian No. 469, comprising land measuring 02 (two) Cottahs more or less in C.S Dag No. 504, **R.S/L.R Dag No. 542/806**, R.S Khatian No. 189, L.R Khatian No. 4145 and comprising land measuring 02 (two) Cottahs 04 (four) Chittacks more or less in C.S Dag No. 504, **R.S/L.R Dag No. 542/806**, R.S Khatian No. 189, L.R Khatian No. 4715, alongwith other land in other Dags together with 3000 Sq.ft tiles shed structure lying and situated at **Mouza- Bhatenda**, J.L No. 28, R.S. No. 50, Touzi No. 2998, **L.R Khatian No. 483, 597, 692, 720, 2979, 2981, 2984, 2986, 2987, 1501, 1502, 1503, 1112**, Pargana – Kalikata, within the jurisdiction of **Rajarhat Bishnupur no. 1 Gram Panchayet, Bhatenda (East), Rajarhat, Kolkata- 700135**, Police Station- Rajarhat and A.D.S.R office at Rajarhat, in the District of North 24 Parganas. The said land butted and bounded as follows:-

ON THE NORTH :

ON THE SOUTH :

ON THE EAST :

ON THE WEST :

THE SIXTH SCHEDULE ABOVE REFERRED TO:-
(Description of Flat& Car Parking Spaces hereby sold)

ALL THAT one self-contained residential flat having Marble/Vitrified Tiles Flooring finished with lift facility, being Flat No. '.....' On the Floor (..... Side), Block No. – '.....' admeasuring **Standard Built up area - including floor level common services area=** Sq.ft (.... ..) be the same a little more or less of consisting Bed Rooms, Drawing cum Dining,Kitchen, Toilets & Balconies alongwith **One Car Parking Spaces on the Ground Floor** of the complex known as "**BOSE DREAM SUNRISE**", at Bhatenda (East), Rajarhat, Kolkata – 700 135, situated and constructed on the land mentioned in the Fifth Schedule hereinabovewritten together with common areas and facilities of the said building along with undivided interest or share of land, common areas common facilities lying in the said building and **the said Flat& Car Parking Spaces are the allocation portion of the Developer.**

THE SEVENTH SCHEDULE OF PROPERTY ABOVE REFERRED TO:-

(COMMON MAINTENANCE AND EXPENSES)

1. Proportionate expenses of maintenance, repairing, redecorating etc. of the said complex and lighting of common areas, main entrance, passage, stair case and other's of the building.
2. Proportionate costs of the subsequent decorating of the exterior side of the building.
3. Proportionate costs of the salaries caretakers, sweepers.
4. Proportionate costs of working and maintenance of light in common area, water and other service charges for the appurtenant part as aforesaid.
5. Proportionate Panchayet/Corporation, Government tax and other expenses.
6. Proportionate amount of Insurance of the building against risk of fire etc.
7. The proportionate cost for A.C Community Hall, Gym, Swimming Pool, Indoor Sports Court, C.C.TV Surveillance, 24 Hours Power backup, Lift, Children Play zone with Landscape, Transformer (WBSEB) and electric connection meter of the said flat shall be borne by the Purchasers herein.
8. Proportionate other expenses those are necessary or incidental of the maintenance and up keep the said building on the Seventh Schedule herein written.

THE EIGHTH SCHEDULE ABOVE REFERRED TO
(COMMON AREAS, PORTIONS, FACILITIES,
AMENITIES & INSTALLATIONS)

- a) Water supply round the Clock:
Submersible pump and Overhead tanks.
- b) Diesel Generator:
Sound proof branded Generator to be installed for alternative power supply to Lifts, common areas, Pumps round the clock.
- c) Open Terrace Lift (4 passengers).
- d) General lightings of the common portions and space for installation of Electric Meter in General and Separate.

- e) Drains and sewers common from the building to the Municipal ducts.
- f) Distribution pipes from overhead Water tank to different Units and from the overhead tanks.
- g) Uninterrupted ingress into and egress from the said building premises.
- h) Installations, apparatus, fittings and fixtures of electricity, water.
- i) Window Aluminum frame with glass.
- j) Water pumps, motors, generator and space for Caretaker room required there for.
- k) Main gates of the premises and Building and boundary Walls.
- l) Common toilets, and such other common spaces indicated by Developer.
- m) Foundations, columns, girders, beams, supports, main walls, decks, corridors, lobbies, staircases, landings, hand half landings.
- n) OH Water tanks and other common plumbing installations.
- o) Water and sewerage, evacuation pipes from Unit to drains and sewers common to the building.
- p) Common electric line meter fittings and fixtures.
- q) Top roof, parapet walls and drain water pipes of the building.
- r) Open to sky land, surrounding the building within the premises.

THE NINTH SCHEDULE ABOVE REFERRED TO:
(Rights and obligations of the Purchasers)

Absolute User Right:

The Purchasers shall have full, complete and absolute rights of use in common with the other owners and/occupiers of the different flat of the building:

1. The Common areas and amenities as described in the Eighth Schedule herein above written.
2. Keeping, raising, inserting, supporting and maintaining all beams, gutters and structures on and to all walls, supporting the said flat including all boundaries and/or load bearing or dividing and/or

separating and/or supporting walls, the Purchasers shall have to maintain the floor of the said flat, so that it may not cause leakage or slippage to the floor underneath.

3. Obtaining telephone connection to the said Flat as well as the right of fixing television antenna and/or Radio Serials on the roof of the said property and for this purpose, the Purchasers shall have the right of digging, inserting and for fixing plus and supporting clumps in all portions of the said property provided always that the Purchasers shall restore forthwith such dug up holes or excavations at their own costs and expenses.

4. Maintaining, repairing, white washing or painting of the door and windows of the said flat in any part of the said flat provided any such work does not cause any nuisance or permanent obstructions to the other occupants of the said property.

5. Mutating their name/s as owner of the said property in the records of the Government or local Authority and/or have the said flat separately numbered.

6. Absolute proprietary rights such as the Land Owners and developers derives from their title save and except that of demolishing or committing waste in respect of the flat described in the schedule in any manner, so as to effect the vendors or other co-owners who have already purchased and acquired or may hereafter purchase or acquire similar property rights as covered by this conveyance.

7. Sell, mortgage, lease or otherwise alienate the flat hereby conveyed.

8. To take separate electric meter, gas and other necessary connections and/or lines for the use and enjoyment of the flat hereby purchased.

Obligations:

1. The Purchasers shall not store any inflammable and/or combustible articles in the said flat, but excluding items used in kitchen and personal purpose.

2. The Purchasers shall not store any rubbish or any other things in the stair case not to the common areas and/or parts causing inconveniences and also disturbances to other owners and occupiers of the building.

3. The Purchasers shall not make any additions and alterations in the Flat whereby the main building may be damaged, but the Purchasers shall be entitled to erect wooden partition in the flat for the purpose of his family requirement.

4. The Purchasers shall also pay his/her/their proportionate share for insurance of the building for earthquake, fire, mob, violence and common as decided by the members of the Society with all required proposal and consent.

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

SIGNED SEALED AND DELIVERED

by the Parties at Kolkata in presence of :

1.

As Constituted attorney of the abovenamed Landowners

SIGNATURE OF THE LAND OWNERS

2.

SIGNATURE OF THE PURCHASERS

SIGNATURE OF THE DEVELOPER

*Drafted by me as per documents
And information supplied to me.*

Mr. Bikash Karmakar
(Advocate)
Calcutta, High Court
Reg. No. WB-225/2007
Krishnapur Siddhartha Nagar
Kolkata - 700102.
M- 9903497515/8961240023
EmailId: adv.bkarmakar@gmail.com

MEMO OF CONSIDERATION

RECEIVED with thanks from the within named Purchasers, a sum of Rs...../-(Rupees) only being the full consideration money of the fully finished Flat mentioned in the Sixth Schedule here in above written together with common areas and facilities of the building along with undivided proportionate interest or share on the land and payment as per memo below.

MEMO

DATE	CHEQUE/ NEFT	BANK	BRANCH	FLAT AMOUNT	EXTRA COST	TOTAL AMOUNT

(Rupees) only.

WITNESSES:

1.

2.

SIGNATURE OF THE DEVELOPER