NON-JUDICIAL STAMP SHEET

IDIEIEID OIF CONVIEYANCIE

THIS DEED OF CONVEYANCE made this day of Two Thousand Twenty One (2021)

BETWEEN

 <u>SRI SAKTIPADA BISWAS</u> [PAN-] son of Late Bijoy Krishna Biswas, residing at Reckjoani under Post & Police Station of Rajarhat in the District of North 24-Parganas

RCON Banab Wr. Ray Chand

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- SRI SHAYMA CHARAN BISWAS [PAN-] son of Late Bijoy Krishna Biswas, residing at Reckjoani under Post & Police Station of Rajarhat in the District of North 24-Parganas
- <u>SRI GOUTAM BISWAS</u> [PAN-] son of Late Bijoy Krishna Biswas, residing at Reckjoani under Post & Police Station of Rajarhat in the District of North 24-Parganas
- SRI SOUMEN CHAKRABORTY [PAN-] son of Sri Ratan Chakraborty, residing at Reckjoani under Post & Police Station of Rajarhat in the District of North 24-Parganas
- 5. SRI PRABHAT KUMAR MUKHERJEE [PAN-] son of Late Rash Behari Mukherjee, residing at Reckjoani under Post & Police Station of Rajarhat in the District of North 24-Parganas

&

6. <u>RCON</u> [PAN- AAQFR6566A], a Partnership Firm, having its Office at Reckjoani, Rajarhat, Kolkata- 700 135 under Post and Police Station of Rajarhat in the District of North 24-Parganas, consisting of 3 (three) Partner's namely (1) <u>SRI PRANAB KUMAR RAY CHAUDHURI</u> (@ <u>SRI PRANAB ROYCHOUDHURI</u> [PAN- APOPR3675P] son of Late Nanu Roy Chaudhury (@ Mrinal Roychowdhury, residing at Reckjowani under Post and Police Station of Rajarhat, Kolkata- 700135 in the District of North 24-Parganas (2) <u>SMT. CHANDRANI DUTTA</u> [PAN AFTPD0031J], wife of Sri Sabyasachi Dutta, residing at Reckjoani, Ghosh Para under Post and Police Station of Rajarhat Kolkata- 700135 in the District of North 24-Parganas & (3) <u>SRI BIKRAM DAS</u> [PAN- AMPPD1706K] son of Sri Dinesh Das, residing at Naipukur under Post

& Police Station of Rajarhat, Kolkata- 700135 in the District of North 24-Parganas

All by Nationality- Indian, all by Faith- Hindu, and the Owner No. 1 to 5 duly represented by their constituted Attorney namely, SRI PRANAB KUMAR RAY CHAUDHURI (a) SRI PRANAB ROYCHOUDHURI [PAN-APOPR3675P], SMT. CHANDRANI DUTTA [PAN- AFTPD0031]] AND SRI **BIKRAM DAS** [PAN- AMPPD1706K] who are the Partners of the Firm namely, **RCON** [PAN- AAQFR6566A], a Partnership Firm, having its Office at Reckjoani, Rajarhat, Kolkata- 700 135 under Post and Police Station of Rajarhat in the District of North 24-Parganas and the Owner No. 1 herein nominated said Attorney by virtue of a Power of Attorney on 09.10.2017 registered at A.D.S.R. Rajarhat and recorded under Book No.- I, Volume No. 1523-2017, Pages- 11706 to 11730, being No. 152300314 for the year 2017 as well as another Power of Attorney recorded under Book No.- I, Volume No. 1523-2019, Pages- 39550 to 39583, being No. 152300763 for the year 2019 AND Owner No. 2 herein nominated said Attorney by virtue of a Power of Attorney on 22.09.2014 registered at A.D.S.R. Rajarhat and recorded under Book No.- I, Volume No. 17, Pages- 3972 to 3990, being No. 10595 for the year 2014 AND Owner No. 3 herein nominated said Attorney by virtue of a Power of Attorney on 09.10.2015 registered at A.D.S.R. Rajarhat and recorded under Book No.- I, Volume No. 1523-2015, Pages- 160238 to 160264, being No. 152311437 for the year 2015 AND Owner No. 4 herein nominated said Attorney by virtue of a Power of Attorney on 09.02.2017 registered at A.D.S.R. Rajarhat and recorded under Book No.- I, Volume No. 1523-2017, Pages- 28755 to 28777, being No. 152300932 for the year 2017 AND Owner No. 5 herein nominated said Attorney by virtue of a Power of Attorney on 09.02.2017 registered at Contd.p/4.. Page- 4.

A.D.S.R. Rajarhat and recorded under Book No.- I, Volume No. 1523-2017, Pages- 25778 to 28800, being No. 152300933 for the year 2017, hereinafter referred to as the **"VENDORS/OWNERS"** (which expression shall unless excluded by or repugnant to the context be deemed to mean and include their respective heirs, successors, administrators, successors-in-office and assigns) of the **<u>FIRST PART</u>**

AND

RCON [PAN- AAQFR6566A], a Partnership Firm, having its Office at Reckjoani, Rajarhat, Kolkata- 700 135 under Post and Police Station of Rajarhat in the District of North 24-Parganas, consisting of 3 (three) Partner's namely (1) SRI PRANAB KUMAR RAY CHAUDHURI @ SRI **PRANAB ROYCHOUDHURI** [PAN- APOPR3675P], son of Late Nanu Roy Chaudhury @ Mrinal Roychowdhury, residing at Reckjowani under Post and Police Station of Rajarhat, Kolkata- 700135 in the District of North 24-Parganas (2) SMT. CHANDRANI DUTTA [PAN- AFTPD0031]], wife of Sri Sabyasachi Dutta, residing at Reckjoani, Ghosh Para under Post and Police Station of Rajarhat Kolkata- 700135 in the District of North 24-Parganas & (3) <u>SRI BIKRAM DAS</u> [PAN- AMPPD1706K], son of Sri Dinesh Das, residing at Naipukur under Post & Police Station of Rajarhat, Kolkata- 700135 in the District of North 24-Parganas, all by Nationality- Indian, all by Faith-Hindu, all by Occupation- Business, represented by its all of the Partners namely, SRI PRANAB KUMAR RAY CHAUDHURI @ SRI PRANAB ROYCHOUDHURI, SMT. CHANDRANI DUTTA, AND SRI BIKRAM DAS, hereinafter referred to as the "DEVELOPER" (which expression shall unless excluded by or repugnant to the context be deemed to mean and include their respective heirs, successors, administrators, successors-in-office and assigns) of the **SECOND PART**.

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AND

WHEREAS one Chunilal Nath was the owner in respect of ALL THAT piece and parcel of landed property measuring an area of 121 (eleven) Decimals under Dag No. 1280 measuring an area of 11 (eleven) Decimals and measuring an area of 06 (six) Decimals under Dag No. 1282 conjointly measuring an area of 17 (seventeen) Decimals of landed property, lying and situated at Mouza- Reckjowani of J.L. No.- 13 within the local limits of Rajarhat Bishnupur 1 Number Gram Panchayet in the District of North 24-Parganas and since possessed on 26.06.1962 said Chunilal Nath due to various necessity transferred the said landed property measuring an area of said 17 (seventeen) Decimals under both of the dags unto or in favour of Bijoy Krishna Biswas by way of sale and said Deed of Sale was registered at Sub-Registry Cossipore Dum Dum and recorded under Book No.- I, Volume No.- 77, Pages- 226 to 229, being No.- 5571 for the year 1962;

AND WHEREAS one Sailendra Nath Nath son of Bihari Lal Nath was the owner in respect of ALL THAT piece and parcel of landed property measuring an area of 12 (twelve) Decimals under Dag No. 1281, lying and <u>Contd.p/6.</u>

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situated at Mouza- Reckjowani of J.L. No.- 13 within the local limits of Rajarhat Bishnupur 1 Number Gram Panchayet in the District of North 24-Parganas and since possessed on 13.03.1968 said Sailendra Nath for several needs sold, conveyed and/or transferred the said landed property measuring an area of said 12 (twelve) Decimals unto or in favour of Bijoy Krishna Biswas and said Deed of Sale was registered at Sub-Registry Cossipore Dum Dum and recorded under Book No.- I, Volume No.- 36, Pages- 160 to 162, being No.- 2208 for the year 1968;

AND WHEREAS by virtue of two registered deeds being No. 5571/1962 and 2208/1968 duly purchased the stated property said Bijoy Krishna Biswas became the sole owner in respect of the said piece and parcel of BAGAN landed property measuring an area of 11 + 06 +12 = 29 (twentynine) Decimals more or less, lying and situated at Mouza- Reckjowani of J.L. No.- 13 under Khatian No. 718, Hal- 836 comprised in Hal Dag No.- 1280, 1281 & 1282 within the local limits of Rajarhat Bishnupur 1 Number Gram Panchayet in the District of formerly 24-Parganas and presently North 24-Parganas;

AND WHEREAS said Bijoy Krishna Biswas having two marriage and considering first marriage upon wedlock there was/is only one daughter namely, Arati Biswas and said first wife of Bijoy Krishna Biswas passed away during life time of said Bijoy Krishna Biswas and after demise of said first wife, said Bijoy Krishna Biswas have second marriage with Smt. Mina Rani Biswas upon wedlock there were/are 3 (three) sons namely, (1) Shyama Charan Biswas, (2) Shakti Biswas & (3) Goutam Biswas and 4 (four) daughters namely, (1) Bharati Biswas, (2) Sumita Biswas, (3) Krishna Biswas & (4) Mamata Biswas and thus, it appears that the said Bijoy Krishna Biswas

having total family members i.e. (1) SMT. MINA RANI BISWAS (wife), (2) SRI SHYAMA CHARAN BISWAS (son), (3) SRI SHAKTI BISWAS (son), (4) SRI GOUTAM BISWAS (son), (5) ARATI BISWAS (daughter), (6) BHARATI BISWAS (daughter), (7) SUMITA BISWAS (daughter), (8) KRISHNA BISWAS (daughter) & (9) MAMATA BISWAS (daughter) and no others and absolutely seized and possessed the same with all transferable right title and/or interest in respect of the said property;

AND WHEREAS since possessed during life time said Bijoy Krishna Biswas created his maximum proportionate ownership landed property in certain plots in different measurement with a view to desire to distribute the same upon his sons and daughters duly kept certain portion of the land as to use egress and ingress for the purpose of entrance of the said plots of land and decided to transfer the maximum portion of the landed property unto or in favour of his sons and daughters and therefore, Bijoy Krishna Biswas (since deceased) created his said landed property in several individual plots with a view to transfer the same unto or in favour of his sons and daughters by way of gift and such plots duly marked as PLOT- 'A', - 'B', - 'C', - 'D', - 'E', -'F' - 'G', & 'P';

AND WHEREAS by virtue of registered Deed of Gift (Bengali Dan Patra) said Bijoy Krishna Biswas (since deceased) transferred by way of Gift (Bengali Dan Patra) measuring an area of 02 (two) Cottahs 01 (one) Chittacks 24 (twenty four) Sq. Ft. more or less under Khatian No. 836 comprised in Dag No. 1281 equivllent to 3.46 Decimals more or less duly determined as **PLOT- F** unto or in favour of his daughter Smt. Krishna Biswas, which registered on 16.12.1998 at A.D.S.R. Bidhan Nagar, Salt Lake City, Kolkata and recorded under Book No.- I, Volume No.- 137, Pages-221 to 226, being No. 5226 for the year 1998;

AND WHEREAS by virtue of Deed of Sale said Bijoy Krishna Biswas sold, conveyed and/or transferred 02 (two) Cottahs 05 (five) Chittacks landed property together with structure measuring an area of 620 (six hundred twenty) Sq. Ft. more or less under Dag No. 1282 unto or in favour of Bharati Biswas and another, which registered on 16.12.1998 at A.D.S.R. Bidhan Nagar, Salt Lake City, Kolkata and recorded under Book No.- I, Volume No.- 137, Pages- 227 to 232, being No. 5227 for the year 1998;

AND WHEREAS by virtue of registered Deed of Gift (Bengali Dan Patra) said Bijoy Krishna Biswas (since deceased) transferred by way of Gift (Bengali Dan Patra) measuring an area of 0.06 (satansha) equivalent to 24.24 Sq. Ft. more or less under Dag No. 1280 and measuring an area of 03 (three) Decimals equivalent to 01 (one) Cottah 13 (thirteen) Chittacks 1.8 (one point eight) Sq. Ft. more or less under Dag No. 1281 conjointly measuring an area of 3.06 Decimals equivalent to 01 (one) Cottah 13 (thirteen) Chittacks 27 (twenty seven) Sq. Ft. more or less unto or in favour of his daughter Smt. Sumita Biswas, which registered on 16.12.1998 at A.D.S.R. Bidhan Nagar, Salt Lake City, Kolkata and recorded under Book No.- I, Volume No.- 137, Pages- 239 to 244, being No. 5229 for the year 1998;

AND WHEREAS by virtue of registered Deed of Gift (Bengali Dan Patra) said Bijoy Krishna Biswas (since deceased) transferred by way of Gift (Bengali Dan Patra) measuring an area of 02 (two) Cottahs more or less under Dag No. 1282 as determined PLOT- E, which registered on 16.12.1998 at A.D.S.R. Bidhan Nagar, Salt Lake City, Kolkata and recorded under Book No.- I, Volume No.- 137, Pages- 245 to 250, being No. 5230 for the year 1998 and said Bijoy Krishna Biswas further gifted 01 (one) Cottah 12 <u>Contd.p/9.</u>

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(twelve) Chittacks 22 (twenty two) Sq. Ft. more or less under Dag No. 1281 as determined PLOT- I i.e. total area of 03 (three) 12 (twelve) Chittacks 22 (twenty two) Sq. Ft. more or less unto or in favour of Mamata Biswas, which registered on 21.06.1999 at A.D.S.R. Bidhan Nagar, Salt Lake City, Kolkata and recorded under Book No.- I, Volume No.- 59, Pages- 109 to 114, being No. 2360 for the year 1999 and duly accepted the said gift from her father said Mamata Biswas become the sole owner in respect of said 03 (three) 12 (twelve) Chittacks 22 (twenty two) Sq. Ft. more or less and absolutely seized and possessed the same with all transferable right title and/or interest in respect of the said property;

AND WHEREAS since possessed said Mamata Biswas by virtue of registered Deed of Gift (Bengali Dan Patra) transferred the landed property measuring an area of 03 (three) 12 (twelve) Chittacks 22 (twenty two) Sq. Ft. more or less i.e. measuring an area of 02 (two) Cottahs under Dag No. 1282 as determined PLOT- E and 01 (one) Cottah 12 (twelve) Chittacks 22 (twenty two) Sq. Ft. more or less under Dag No. 1281 as determined PLOT- I, by way of Gift (Bengali Dan Patra) unto or in favour of her brother Sri Sakti Biswas, which registered on 19.08.2014 at D.S.R.-II, Barasat, North 24-Parganas and recorded under Book No.- I, being No. 4559 for the year 2014;

AND WHEREAS since possessed said Bijoy Krishna Biswas (since deceased) transferred the PLOT- A measuring an area of 01 (one) Cottah 12 (twelve) Chittacks 41 (forty one) Sq. Ft. more or less unto or in favour of one of his son namely, Sri Saktipada Biswas i.e. 02.98 Decimals under L.R. Khatian No. 4840 comprised in R.S. Dag No. 1280 by way of Gift (Bengali Dan Patra), which registered on 14.01.2000 at A.D.S.R. Bidhan Nagar, Salt Lake Contd.p/10.. Page-10.

City, Kolkata and recorded under Book No.- I, Volume No.- 9, Pages- 53 to 60, being No. 314 for the year 2000;

AND WHEREAS similarly by virtue of another registered Deed of Gift (Bengali Dan Patra) said Bijoy Krishna Biswas (since deceased) gifted **PLOT-B** measuring an area of 20 (twenty) Sq. Ft. more or less under Khatian No. 855 comprised in Dag No. 1281 and measuring an area of 01 (one) 12 (twelve) Chittacks 29 (twenty nine) Sq. Ft.] and under Khatian No. 836 comprised in Dag No. 1280 (measuring an area of 20 Sq. Ft.) unto or in favour of Sri Goutam Biswas, which registered on 14.01.2000 at A.D.S.R. Bidhan Nagar, Salt Lake City, Kolkata and recorded under Book No.- I, Volume No.- 9, Pages- 61 to 63, being No. 315 for the year 2000;

AND WHEREAS by virtue of another registered Deed of Gift (Bengali Dan Patra) said Bijoy Krishna Biswas (since deceased) transferred another landed property as determined **PLOT- C** measuring an area of 01 (one) 12 (twelve) Chittacks 40 (forty) Sq. Ft. more or less under Khatian No. 836 comprised in Dag No. 1281 (measuring an area of 02 Chittacks 30 Sq. Ft.) and Khatian No. 855 comprised in Dag No. 1280 (measuring an area of 1 Cattah 10 Chittacks 10 Sq. Ft.) unto or in favour of Sri Shyama Charan Biswas, which registered on 14.01.2000 at A.D.S.R. Bidhan Nagar, Salt Lake City, Kolkata and recorded under Book No.- I, Volume No.- 9, Pages- 69 to 75, being No. 316 for the year 2000;

AND WHEREAS by virtue of a registered Deed of Sale Bharati Biswas and another sold, conveyed and/or transferred ALL THAT piece and parcel of landed property measuring an area of 02 (two) Cottahs 05 (five) Chittacks more or less together with structure measuring an area of 620 (six hundred twenty) Sq. Ft. more or less, lying and situated at Mouza- Reckjowani of J.L. <u>Contd.p/11.</u>

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No.- 13 under Khatian No. 855 comprised in Dag No. 1282 within the local limits of Rajarhat Bishnupur 1 Number Gram Panchayet under Police Station of Rajarhat in the District of North 24-Parganas unto or in favour of Sri Soumen Chakrabarty and said Deed of Sale was registered on 17.07.2006 at A.D.S.R. Bidhan Nagar, Salt Laje City, Kolkata and recorded under Book No.- I, Volume No.- 493, Pages- 16 to 26, being No.- 8202 for the year 2006;

AND WHEREAS by virtue of a registered Deed of Sale said Krishna Biswas sold, conveyed and/or transferred ALL THAT piece and parcel of landed property measuring an area of 02 (two) Cottahs 01 (one) Chittacks 24 (twenty four) Sq. Ft. more or less, lying and situated at Mouza- Reckjowani of J.L. No.- 13 under Khatian No. 855 comprised in Dag No. 1281 within the local limits of Rajarhat Bishnupur 1 Number Gram Panchayet under Police Station of Rajarhat in the District of North 24-Parganas unto or in favour of Sri Prabhat Kumar Mukherjee and said Deed of Sale was registered on 30.10.2013 at A.D.S.R. Rajarhat and recorded under Book No.- I, Volume No.- 18, Pages- 6069 to 6084, being No.- 12463 for the year 2013;

AND WHEREAS by virtue of registered Deed of Gift (Bengali Dan Patra) Sumita Biswas @ Sumita Das transferred by way of Gift (Bengali Dan Patra) measuring an area of 0.06 (satansha) equivalent to 24.24 Sq. Ft. more or less under Dag No. 1280 and measuring an area of 03 (three) Decimals equivalent to 01 (one) Cottah 13 (thirteen) Chittacks 1.8 (one point eight) Sq. Ft. more or less under Dag No. 1281 conjointly measuring an area of 3.06 Decimals equivalent to 01 (one) Cottah 13 (thirteen) Chittacks 27 (twenty seven) Sq. Ft. more or less unto or in favour of his brother Sri <u>Contd.p/12.</u> Shyama Charan Biswas, which registered on 10.02.2014 at A.D.S.R. Rajarhat and recorded under Book No.- I, Volume No.- 2, Pages- 12985 to 13004, being No. 01370 for the year 2014;

AND WHEREAS by virtue of a registered Deed of Sale [Bengali Saf Bikroy Kobala] Smt. Mamata Biswas on 11.05.2018 sold, conveyed and/or transferred ALL THAT piece and parcel of BAGAN landed property measuring an area of 26 (twenty six) Satangsha under Dag No. 1280 and measuring an area of 32 (thirty two) Satangsha under Dag No. 1281 conjointly measuring an area of 58 (fifty-eight) Satangsha equivalent to 05 (five) Chittacks 33 (thirty-three) Sq. Ft. more or less, lying and situated at Mouza- Reckjowani of J.L. No.- 13 within the local limits of Rajarhat Bishnupur 1 Number Gram Panchayet under Police Station of Rajarhat in the District of North 24-Parganas unto or in favour of RCON, a Partnership Firm having its office at Reckjoani, Rajathat, PIN- 700135 under Police Station of Rajarhat in the District of North 24-Parganas and said Deed of Sale was registered at A.D.S.R. Rajarhat and recorded under Book No.- I, Volume No.- 1523-2018, Pages- 190371 to 190399, being No.- 152305441 for the year 2018;

AND WHEREAS by virtue of a registered Deed of Sale [Bengali Saf Bikroy Kobala] Sri Shyama Charan Biswas, Sri Goutam Biswas, Smt. Mina Rani Biswas and Krishna Biswas on 23.05.2018 sold, conveyed and/or transferred ALL THAT piece and parcel of landed property measuring an area of 2.50 (two point fifty) Decimals equivalent to 01 (one) Cottah 08 (eight) Chittacks 09 (nine) Sq. Ft. more or less, lying and situated at Mouza-Reckjowani of J.L. No.- 13 within the local limits of Rajarhat Bishnupur 1 Number Gram Panchayet under Police Station of Rajarhat in the District of <u>Contd.p/13.</u>

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North 24-Parganas unto or in favour of RCON, a Partnership Firm having its office at Reckjoani, Rajathat, PIN- 700135 under Police Station of Rajarhat in the District of North 24-Parganas and said Deed of Sale was registered at A.D.S.R. Rajarhat and recorded under Book No.- I, Volume No.- 1523-2018, Pages- 200714 to 200750, being No.- 152305783 for the year 2018;

AND WHEREAS by virtue of a registered Deed of Sale [Bengali Saf Bikroy Kobala] Smt. Sumita Das @ Sumita Biswas on 27.06.2018 sold, conveyed and/or transferred ALL THAT piece and parcel of landed property measuring an area of 26 (twenty six) Satangsha under Dag No. 1280 and measuring an area of 32 (thirty two) Satangsha under Dag No. 1281 conjointly measuring an area of 58 (fifty-eight) Satangsha equivalent to 05 (five) Chittacks 33 (thirty-three) Sq. Ft. more or less, lying and situated at Mouza- Reckjowani of J.L. No.- 13 within the local limits of Rajarhat Bishnupur 1 Number Gram Panchayet under Police Station of Rajarhat in the District of North 24-Parganas unto or in favour of RCON, a Partnership Firm having its office at Reckjoani, Rajathat, PIN- 700135 under Police Station of Rajarhat in the District of North 24-Parganas and said Deed of Sale was registered at A.D.S.R. Rajarhat and recorded under Book No.- I, Volume No.- 1523-2018, Pages- 242993 to 243021, being No.- 152307157 for the year 2018;

AND WHEREAS by virtue of a registered Deed of Sale [Bengali Saf Bikroy Kobala] Arati Biswas on 29.08.2018 sold, conveyed and/or transferred ALL THAT piece and parcel of landed property measuring an area of 26 (twenty six) Satangsha under Dag No. 1280 and measuring an area of 31 (thirty one) Satangsha under Dag No. 1281 conjointly measuring an area of 57 (fifty-Contd.p/14.. seven) Satangsha equivalent to 05 (five) Chittacks 30 (thirty) Sq. Ft. more or less, lying and situated at Mouza- Reckjowani of J.L. No.- 13 within the local limits of Rajarhat Bishnupur 1 Number Gram Panchayet under Police Station of Rajarhat in the District of North 24-Parganas unto or in favour of RCON, a Partnership Firm having its office at Reckjoani, Rajathat, PIN-700135 under Police Station of Rajarhat in the District of North 24-Parganas and said Deed of Sale was registered at A.D.S.R. Rajarhat and recorded under Book No.- I, Volume No.- 1523-2018, Pages- 327571 to 327599, being No.- 152309861 for the year 2018;

AND WHEREAS in this way said Sri Sakti Pada Biswas become the owner in respect of landed property measuring an area of 05 (five) Cottahs 09 (nine) Chittacks 18 (eighteen) Sq. Ft. more or less and said Sri Shyama Charan Biswas become the owner in respect of landed property measuring an area of 03 (three) Cottahs 10 (ten) Chittacks 21.4 (twenty one point four) Sq. Ft. more or less according to the physical measurement 03 (three) Cottahs 10 (ten) Chittacks 24 (twenty four) Sq. Ft. more or less and Sri Goutam Biswas become the owner in respect of the landed property measuring an area of 01 (three) Cottahs 13 (ten) Chittacks 04 (four) Sq. Ft. more or less and Sri Soumen Chakraborty become the owner in respect of the landed property measuring an area of 02 (two) Cottahs 05 (five) Chittacks more or less and said Sri Prabhat Mukherjee become the owner in respect of the landed property measuring an area of 02 (two) Cottahs 01 (one) Chittacks 24 (four) Sq. Ft. more or less and the organization RCON become the owner in respect of ALL THAT piece and parcel of landed property measuring an area of 02 (two) Cottahs 02 (two) Chittacks 15 (fifteen) Sq. Ft. more or less i.e. total area of 17 (seventeen) Cottahs 09 (nine) 40 (forty) Sq. Ft. more or less equivalent to 28.5 Decimals more or less and being the owner of individual Contd.p/15..

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proportionate property as referred above the said Owners absolutely seized and possessed the same with right title and/or interest in respect of the said property;

AND WHEREAS all of the aforesaid owners jointly upon unanimous decision decided to develop the said landed property by demolishing little occupied area of the kancha structure and to that effect all of the owners i.e. Sakti Pada Biswas, Sri Shyama Charan Biswas, Sri Goutam Biswas, Sri Soumen Chakraborty & Sri Prabhat Kumar Mukherjee engaged with the Developer, RCON, a Partnership Firm having its office at Reckjoani, Rajathat, PIN- 700135 under Police Station of Rajarhat in the District of North 24-Parganas with a view to develop the said landed property and be it mentioned that said Firm, RCON is also the owner in respect of the landed property measuring an area of 02 (two) Cottahs 02 (two) Chittacks 15 (fifteen) Sq. Ft. more or less, which purchased by said RCON by virtue of the Deeds being No. 152305441, 152305783, 152307157 & 152309861 and now, considering said engagement the RCON being as owner as well as being also as Developer shall have the right to act in connection with the said development;

AND WHEREAS on 22.09.2014 Sri Shyama Charan Biswas executed a Development Agreement by appointing RCON, a Partnership Firm having its office at Reckjoani, Rajathat, PIN- 700135 under Police Station of Rajarhat in the District of North 24-Parganas in respect of ALL THAT piece and parcel of landed property measuring an area of 01 (one) Cottah 15 (fifteen) Chittacks 33 (thirty three) Sq. Ft. more or less under Dag No. 1281 and measuring an area of 01 (one) Cottah 10 (ten) Chittacks 36 (thirty six) Sq. Ft. more or less under Dag No. 1280 conjointly measuring an area of 03

(three) Cottahs 10 (ten) Chittacks more or less, lying and situated at Mouza-Reckjowani of J.L. No.- 13 within the local limits of Rajarhat Bishnupur 1 Number Gram Panchayet under Police Station of Rajarhat in the District of North 24-Parganas and said Development Agreement was registered at A.D.S.R. Rajarhat and recorded under Book No.- I, Volume No.- 17, Pages-3935 to 3971, being No. 10589 for the year 2014 and also nominated the Partners namely, (1) SRI PRANAB KUMAR RAY CHAUDHURI @ SRI PRANAB ROYCHOUDHURI, son of Late Nanu Roy Chaudhury @ Mrinal Roychowdhury, residing at Reckjowani under Post and Police Station of Rajarhat in the District of North 24-Parganas (2) SMT. CHANDRANI DUTTA, wife of Sri Sabyasachi Dutta, residing at Reckjoani, Ghosh Para under Post and Police Station of Rajarhat in the District of North 24-Parganas & (3) SRI BIKRAM DAS, son of Sri Dinesh Das, residing at Naipukur under Police Station of Rajarhat in the District of North 24-Parganas, all by Nationality- Indian, all by Faith- Hindu, all by Occupation-Business, represented by its all of the Partners on behalf of the firm, SRI PRANAB KUMAR RAY CHAUDHURI (a) SRI PRANAB ROYCHOUDHURI, SMT. CHANDRANI DUTTA AND SRI BIKRAM DAS as Lawful Attorney with a view to expedite and/or act in all of the aspects in connection with the development Job and said Development Power of Attorney was registered on 22.09.2014 at A.D.S.R. Rajarhat and recorded under Book No.- I, Volume No.- 17, Pages- 3972 to 3990, being No. 10595 for the year 2014;

AND WHEREAS on 23.09.2015 Sri Goutam Biswas executed a Development Agreement by appointing RCON, a Partnership Firm having its office at Reckjoani, Rajathat, PIN- 700135 under Police Station of Rajarhat in the District of North 24-Parganas in respect of ALL THAT piece Contd.p/17..

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and parcel of landed property measuring an area of 01 (one) Cottah 12 (twelve) Chittacks 29 (twenty nine) Sq. Ft. more or less under Dag No. 1280 and measuring an area of 20 (twenty) Sq. Ft. more or less under Dag No. 1281 conjointly measuring an area of 01 (one) Cottahs 13 (thirteen) Chittacks 04 (four) Sq. Ft. more or less, lying and situated at Mouza-Reckjowani of J.L. No.- 13 within the local limits of Rajarhat Bishnupur 1 Number Gram Panchayet under Police Station of Rajarhat in the District of North 24-Parganas and said Development Agreement was registered at A.D.S.R. Rajarhat and recorded under Book No.- I, Volume No.- 1523-2015, Pages- 132579 to 132626, being No. 152310515 for the year 2015 and also nominated the Partners namely, (1) SRI PRANAB KUMAR RAY CHAUDHURI @ SRI PRANAB ROYCHOUDHURI, son of Late Nanu Roy Chaudhury @ Mrinal Roychowdhury, residing at Reckjowani under Post and Police Station of Rajarhat in the District of North 24-Parganas (2) <u>SMT.</u> CHANDRANI DUTTA, wife of Sri Sabyasachi Dutta, residing at Reckjoani, Ghosh Para under Post and Police Station of Rajarhat in the District of North 24-Parganas & (3) SRI BIKRAM DAS, son of Sri Dinesh Das, residing at Naipukur under Police Station of Rajarhat in the District of North 24-Parganas, all by Nationality- Indian, all by Faith- Hindu, all by Occupation-Business, represented by its all of the Partners on behalf of the firm, SRI PRANAB KUMAR RAY CHAUDHURI @ SRI PRANAB ROYCHOUDHURI, SMT. CHANDRANI DUTTA AND SRI BIKRAM DAS as Lawful Attorney with a view to expedite and/or act in all of the aspects in connection with the development Job and said Development Power of Attorney was registered on 09.10.2015 at A.D.S.R. Rajarhat and recorded under Book No.- I, Volume No.- 1523-2015, Pages- 160238 to 160264, being No. 152311437 for the year 2015;

> <u>Contd.p/18..</u> <u>Page- 18.</u>

AND WHEREAS on 17.08.2016 Sri Sakti Pada Biswas executed a Development Agreement by appointing RCON, a Partnership Firm having its office at Reckjoani, Rajathat, PIN- 700135 under Police Station of Rajarhat in the District of North 24-Parganas in respect of ALL THAT piece and parcel of landed property measuring an area of 01 (one) Cottah 12 (twelve) Chittacks 41 (forty one) Sq. Ft. more or less under Dag No. 1280 and measuring an area of 01 (one) Cottah 12 (twelve) Chittacks 22 (twenty two) Sq. Ft. more or less under Dag No. 1281 and 02 (two) Cottahs under Dag No. 1282 conjointly measuring an area of 05 (five) Cottahs 09 (nine) Chittacks 18 (eighteen) Sq. Ft. more or less, lying and situated at Mouza-Reckjowani of J.L. No.- 13 within the local limits of Rajarhat Bishnupur 1 Number Gram Panchayet under Police Station of Rajarhat in the District of North 24-Parganas and said Development Agreement was registered at A.D.S.R. Rajarhat and recorded under Book No.- I, Volume No.- 1523-2016, Pages- 273965 to 274009, being No. 152308899 for the year 2016 and also nominated the Partners namely, (1) SRI PRANAB KUMAR RAY CHAUDHURI (a) SRI PRANAB ROYCHOUDHURI, son of Late Nanu Roy Chaudhury @ Mrinal Roychowdhury, residing at Reckjowani under Post and Police Station of Rajarhat in the District of North 24-Parganas (2) SMT. CHANDRANI DUTTA, wife of Sri Sabyasachi Dutta, residing at Reckjoani, Ghosh Para under Post and Police Station of Rajarhat in the District of North 24-Parganas & (3) SRI BIKRAM DAS, son of Sri Dinesh Das, residing at Naipukur under Police Station of Rajarhat in the District of North 24-Parganas, all by Nationality- Indian, all by Faith- Hindu, all by Occupation-Business, represented by its all of the Partners on behalf of the firm, SRI PRANAB KUMAR RAY CHAUDHURI @ SRI PRANAB ROYCHOUDHURI, SMT. CHANDRANI DUTTA AND SRI BIKRAM DAS as Lawful Attorney with a view to expedite and/or act in all of the aspects in connection with

the development Job and said Development Power of Attorney was registered on 09.10.2015 at A.D.S.R. Rajarhat and recorded under Book No.- I, Volume No.- 1523-2017, Pages- 11706 to 11730, being No. 152300314 for the year 2017 and again executed another Development Agreement on 24.01.2019 with an engagement with the said Developer in connection with the property measuring an area of 58 (fifty eight) Satangsha under Dag Nos. 1280 & 1281 and said Development Agreement was registered at A.D.S.R. Rajarhat and recorded under Book No.- I, Volume No.- 1523-2019, Pages- 39584 to 39636, being No. 152300754 for the year 2016 and to that effect also provided the Development Power of Attorney duly nominated the Partners of the Firm, RCON i.e. SRI PRANAB KUMAR RAY **CHAUDHURI** (a)SRI PRANAB **ROYCHOUDHURI**, SMT. CHANDRANI DUTTA AND SRI BIKRAM DAS and said Development Power of Attorney was registered on 09.10.2015 at A.D.S.R. Rajarhat and recorded under Book No.- I, Volume No.- 1523-2019, Pages- 39550 to 39583, being No. 152300763 for the year 2019;

AND WHEREAS on 11.11.2016 Sri Soumen Chakraborty executed a Development Agreement by appointing RCON, a Partnership Firm having its office at Reckjoani, Rajathat, PIN- 700135 under Police Station of Rajarhat in the District of North 24-Parganas in respect of ALL THAT piece and parcel of landed property measuring an area of 02 (one) Cottahs 05 (five) Chittacks more or less under Dag No. 1282, lying and situated at Mouza- Reckjowani of J.L. No.- 13 within the local limits of Rajarhat Bishnupur 1 Number Gram Panchayet under Police Station of Rajarhat in the District of North 24-Parganas and said Development Agreement was registered at A.D.S.R. Rajarhat and recorded under Book No.- I, Volume No.- 1523-2016, Pages- 345804 to 345847, being No. 152311464 for the

<u>Contd.p/20..</u> <u>Page- 20.</u> year 2016 and also nominated the Partners namely, (1) <u>SRI PRANAB KUMAR</u> RAY CHAUDHURI @ SRI PRANAB ROYCHOUDHURI, son of Late Nanu Roy Chaudhury @ Mrinal Roychowdhury, residing at Reckjowani under Post and Police Station of Rajarhat in the District of North 24-Parganas (2) SMT. CHANDRANI DUTTA, wife of Sri Sabyasachi Dutta, residing at Reckjoani, Ghosh Para under Post and Police Station of Rajarhat in the District of North 24-Parganas & (3) SRI BIKRAM DAS, son of Sri Dinesh Das, residing at Naipukur under Police Station of Rajarhat in the District of North 24-Parganas, all by Nationality- Indian, all by Faith- Hindu, all by Occupation- Business, represented by its all of the Partners on behalf of the firm, SRI PRANAB KUMAR RAY CHAUDHURI @ SRI PRANAB ROYCHOUDHURI, SMT. CHANDRANI DUTTA AND SRI BIKRAM DAS as Lawful Attorney with a view to expedite and/or act in all of the aspects in connection with the development Job and said Development Power of Attorney was registered on 09.02.2017 at A.D.S.R. Rajarhat and recorded under Book No.- I, Volume No.- 1523-2017, Pages- 28755 to 2877, being No. 152300932 for the year 2017;

AND WHEREAS on 11.11.2016 Sri Prabhat Mukherjee executed a Development Agreement by appointing RCON, a Partnership Firm having its office at Reckjoani, Rajathat, PIN- 700135 under Police Station of Rajarhat in the District of North 24-Parganas in respect of ALL THAT piece and parcel of landed property measuring an area of 02 (two) Cottahs 01 (one) Chittack 24 (twenty four) Sq. Ft. more or less under Dag No. 1281, lying and situated at Mouza- Reckjowani of J.L. No.- 13 within the local limits of Rajarhat in the District of North 2 frame Gram Panchayet under Police Station of Rajarhat in the District of North 24-Parganas and said Development Agreement was registered at A.D.S.R. Rajarhat and recorded

<u>Contd.p/21..</u> <u>Page- 21.</u> under Book No.- I, Volume No.- 1523-2016, Pages- 348848 to 345890, being No. 152311465 for the year 2016 and also nominated the Partners namely, (1) SRI PRANAB KUMAR RAY CHAUDHURI @ SRI PRANAB **<u>ROYCHOUDHURI</u>**, son of Late Nanu Roy Chaudhury @ Mrinal Roychowdhury, residing at Reckjowani under Post and Police Station of Rajarhat in the District of North 24-Parganas (2) SMT. CHANDRANI **DUTTA**, wife of Sri Sabyasachi Dutta, residing at Reckjoani, Ghosh Para under Post and Police Station of Rajarhat in the District of North 24-Parganas & (3) SRI BIKRAM DAS, son of Sri Dinesh Das, residing at Naipukur under Police Station of Rajarhat in the District of North 24-Parganas, all by Nationality- Indian, all by Faith- Hindu, all by Occupation-Business, represented by its all of the Partners on behalf of the firm, SRI PRANAB KUMAR RAY CHAUDHURI @ SRI PRANAB ROYCHOUDHURI, SMT. CHANDRANI DUTTA AND SRI BIKRAM DAS as Lawful Attorney with a view to expedite and/or act in all of the aspects in connection with the development Job and said Development Power of Attorney was registered on 09.02.2017 at A.D.S.R. Rajarhat and recorded under Book No.- I, Volume No.- 1523-2017, Pages- 25778 to 28800, being No. 152300933 for the year 2017;

AND WHEREAS the entire landed property in nature BAGAN and DANGA and considering such aspect said BAGAN and DANGA landed property being converted by each of the owners upon their own ratio and hence, Owner-Sri Sakti Pada Biswas converted own ownership landed property as BASTU vide Memo Nos. 54/BL & LRO/RHT/17 dated 17.01.2017 and 56/BL & LRO/RHT/17 dated 17.01.2017 and 653/BL & LRO/RAJ/19 dated 16.04.2019 and Owner- Sri Shyama Charan Biswas converted own ownership landed property as BASTU vide Memo Nos. 55/BL & <u>Contd.p/22.</u> LRO/RHT/17 dated 17.01.2017 and 57/BL & LRO/RHT/17 dated 17.01.2017 and 653/BL & LRO/RAJ/19 dated 16.04.2019 and Owner- Sri Soumen Chakraborty converted own ownership landed property as BASTU vide Memo Nos. 1182/BL & LRO/RHT/16 dated 24.11.2016 and Owner-Sri Goutam Biswas converted own ownership landed property as BASTU vide Memo Nos. 53/BL & LRO/RHT/17 dated 17.01.2017 and Owner-Sri Prabhat Kumar Mukherjee converted own ownership landed property as BASTU vide Memo Nos. 1184/BL & LRO/RHT/16 dated 24.11.2016 and the Owner-RCON converted own ownership landed property as BASTU vide Memo Nos. 250/BL & LRO/RAJ/19 dated 08.02.2019 and in this way the entire landed property being converted as BASTU in nature of the said landed property, more fully and particularly described in the SCHEDULE-A hereunder written and hereinafter for the sake of brevity be referred to as the "SAID LANDED PROPERTY", free from encumbrances;

AND WHEREAS be it specified that the RCON herein is also the owner of certain nominal landed property and hence, said RCON herein participated in these presents being as Owner as well as Developer;

AND WHEREAS considering aforesaid Development Agreement as well as said Development Power of Attorney including upon own ownership property the Developer, RCON is sufficiently entitled to develop the said BASTU landed property by obtaining sanctioned building plan from the concerned local authority vide No. 1245/RPS dated 14.10.2020, so that the Developer will be in a position to develop the said property and able to act in every respect including the authority of transfer the property, so determined as developer's allocations in terms of the Development Agreement as stated above and considering entire scenario the Developer,

RCON already started construction of the said building according to the sanction plan and now, by virtue of Development Power of Attorney and also in terms of the said Development Agreement the Developer herein sufficiently entitled and/or have the full right and absolute authority to develop the said property as referred in the SCHEDULE- A hereunder written by erecting multi-storeyed building and also empowered to transfer the unit/s from the said newly completed building, as determined Developer's Allocations as well as own ownership property and considering such views the Developer herein now, intends to sell from Developer's Allocation one Complete Flat admeasuring an area of or less and/or) Sq. Ft. more or less equivalent to area be the same or a little more or less, being the Flat No.- ..., located at Floor towards Corner/Side of the building including all common rights, amenities and/or facilities of the said building together with undivided impartible proportionate share of the said land on which said building is erected being premises known as "....." under Police Station of Rajarhat within the local limits of Rajarhat Bishnupur No. 1 Gram Panchayet in the District of North 24-Parganas, which is more fully and particularly described in SCHEDULE- B, hereunder written and hereinafter for the sake of brevity be referred to as the "SAID FLAT" at or consideration worth of for total Rs./-(Rupees) only;

entitled or have the full right and absolute authority to sell out any selfcontent complete flats, garages and/or shops from the Developers' <u>Contd.p/24..</u>

Allocation including RCON'S own ownership property in the said building unto or in favour of any intending Allottee/s or Purchasers after receiving the reasonable consideration in respect thereto and upon consent of the Vendors/Owners, the Developer herein now intends to sell from Developer's Allocation one Complete Flat admeasuring an area of Carpet Area more or less and/or (.....) Sq. Ft. more or less and/or) Sq. Ft. more or less equivalent to) Sq. Mtr. super built up of area i.e. the Salable area be the same or a little more or less together with undivided impartible proportionate share of land on which the said building is erected, being the Flat No.-, located at Floor towards Corner/Side of the building being premises known as "VIJAY ABASAN" under Police Station of Rajarhat within the local limits of Rajarhat Bishnupur No. 1 Gram Panchayet in the District of North 24-Parganas, which is more fully and particularly described in SCHEDULE- B, hereunder written and hereinafter for the sake of brevity be referred to as the "SAID FLAT" at or for consideration @ Rs./- i.e. total consideration of Rs.) only;

[In the event of Agreement is registered instrument]

AND WHEREAS be it specified that the Agreement for Sale was registered on in the A.D.S.R. Rajarhat duly recorded under Book No.- I, Volume No.-, Pages- to, being No.- the year) [in case Agreement is registered instrument] and the total stamp duty of Rs./- + N.J.Stamp of Rs./- = Rs./was paid by the Allottee/s in the office of the A.D.S.R. Rajarhat at the point of time of registration of said Agreement For Sale in accordance with the assessment amount of Rs./-, so assessed by the Ld. Registrar of A.D.S.R. Rajarhat vide Query No. and the Sl. No. of the said Agreement i.e.;

NOW THIS INDENTURE WITNESSETH that in pursuance of the aforesaid Agreement as well as in pursuance of the offer and acceptance and also in consideration at or for total amount worth of **Rs.**/-(**Rupees**) only well and sufficiently paid by the Allottee/s herein on or before the execution of these presents to the Developer herein as per Memo of Consideration hereunder written and the <u>Contd.p/26.</u>

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receipt whereof upon consent of the Vendors, the Devekioer doth hereby admits and acknowledges for the same and every part thereof and both the Vendors and the Developer do hereby forever grant, convey, transfer, assign and assure unto or in favour of the Allottee/s, free from all sorts of encumbrances by way of sale ALL THAT one Complete Flat admeasuring an (.....) Sq. Mtr. Carpet Area more or less and/or (.....) Sq. Ft. more or less equivalent to (.....) Sq. Mtr. Covered area more or less and/or (.....) Sq. Ft. more or less equivalent to (.....) Sq. Mtr. super built up of area i.e. the Salable area be the same or a little more or less together with undivided impartible proportionate share of land on which the said building is erected, being the Flat No.-, located at Floor towards Corner/Side of the building being premises known as "VIJAY ABASAN" under Police Station of Rajarhat, PIN- 700235 within the local limits of Rajarhat Bishnupur No. 1 Gram Panchayet in the District of North 24-Parganas, described in the SCHEDULE- B hereunder written and hereinafter be referred as the "SAID FLAT" together with undivided impartible proportionate share of the land on which said building erected, more fully and particularly described in the SCHEDULE- A hereunder written, including all common facilities and/or amenities in respect of the common parts and portions of the said building as well as the common expenses, HOWSOEVER the said Building on which the said FLAT is situated presently known as "VIJAY ABASAN" under Police Station of Rajarhat, PIN- 700235 within the local limits of Rajarhat Bishnupur No. 1 Gram Panchayet in the District of North 24-Parganas TOGETHER WITH all the benefits of common and/or other rights particularly easements, quasi-easements, appendages,

<u>Contd.p/27..</u> Page- 27. appurtenances including all right, title and/or interest WHATSOEVER of the Vendors and the Developer and upon consent of the Vendors, the Developer hereby sold, transferred, conveyed unto the Allottee/s forever AND the Vendors including the Developer have good right, full power, absolute authority and indefeasible title to grant, sell, convey, transfer, assign and assure the said Flat and every part thereof unto the Allottee/s herein and hereby granted, sold, conveyed, transferred or expressed or intended so to be unto and to the use of the Allottee/s including their heirs, executors, administrators, legal representatives and assigns AND the Allottee/s herein shall and may at all times hereafter peaceably and quietly possess and enjoy the said Flat being No.-, located at Floor towards) Sq. Mtr. Covered area more or less and/or) Sq. Ft. more or less equivalent to (.....) Sq. Mtr. super built up of area i.e. the Salable area be the same or a little more or less and every part thereof AND TO HAVE AND TO HOLD the same forever and receive the rents, issues and profits thereof without any lawful eviction, interruption, claim or demand whatsoever from or by the Vendors and the Developer or any person or persons lawfully or equitably claiming from or under in trust for them. The Vendors and/or Developer do hereby declare that the entire property including the said Flat is free from all sorts of encumbrances, liens, mortgages, lispendence etc. whatsoever and shall always indemnify and cost to be indemnified unto the Allottee/s for any loss suffered by the Allottee/s due to the un-cleared title of the said property. Further, the Vendors through the Developer shall and will from time-to-time and at all times hereafter at the request and cost of

> <u>Contd.p/28.</u> Page- 28.

the Allottee/s or their heirs, executors, successors and legal representatives do or execute or cost to be done or executed all such further acts, deeds and things whatsoever for better and more perfectly assuring the said Flat and every part thereof <u>AND</u> further, the Vendors and/or the Developer also doth hereby covenant with the Allottee/s herein, are as follows:

- 1. THAT notwithstanding anything before done or suffered to the contrary the Vendors and the Developer have good and perfect ownership right, title and/or interest, authority to sell, convey, transfer the said flat as fully described in the SCHEDULE- B hereunder written hereby sold, conveyed and/or transferred unto the Allottee/s in the manner as stated aforesaid;
- 2. THAT there are neither any encumbrances, charges, trust, liens, attachments, claims or demands whatsoever in respect of the said flat and every part thereof nor any suit or proceedings in any manner pending in respect of the said flat and/or the said building or premises;
- 3. THAT the Vendors and the Developer shall and will and at all times indemnify and keep indemnified and keep harmless to the Allottee/s against all claims and/or demands whatsoever in respect of the said flat and every part thereof hereby sold and/or conveyed and make good to the Allottee/s against all losses, costs and expenses that may be incurred or occurred or suffered by reasons of any defect or deficiency in the title of the Vendors in respect of the said flat including the land and/or the said building on which the said flat is situated;
- 4. THAT the Vendors and the Developer shall at all times do and execute at the costs and expenses of the Allottee/s all such further acts, deeds and/or things and assurances as may be reasonably required by the <u>Contd.p/29..</u> Page- 29.

Allottee/s for better or further effecting and assuring the conveyance hereby made or the title of the Allottee/s in respect of the said flat and every part thereof hereby sold and conveyed.

Furthermore, the Allottee/s hereby covenants with the Vendors and the Developer herein are as follows:

- 1. THAT the Allottee/s shall use the said flat for residential purposes only. The Allottee/s shall also pay from the date of possession of the said flat the proportionate share of the consolidated Panchayet Taxes of the said building from time-to-time until and unless the mutation of the said Flat in favour of the Allottee/s herein shall be completed but the Allottee/s shall also pay all other impositions including betterment fee if any, in that behalf which shall be decided between the Allottee/s and all other Allottees or Occupiers including Owners/Vendors herein of the said building;
- 2. THAT the Allottee/s herein shall be the member of the Society, Syndicate or Association to be formed consisting of all the Allottees, Owners, Vendors or Occupiers of all the Flats, Shops, Garages and/or Spaces of the said building for the purpose of management, maintenance, administration and/or control of and the use of the said building and particularly the common parts and portions of the said building and the Allottee/s shall have to pay the proportionate cost of the Association, to be formed in terms of the agreement executed on, which is part of this deed and shall always will be treated as the part of these presents;
- THAT the Allottee/s have examined the building plan and the title of the Vendors in respect of the said property and the common parts and <u>Contd.p/30.</u> Page- 30.

portions of the said building including the said flat and have fully satisfied with regard to the title of the Owners/Vendors, the plan and nature of construction and shall not raise any claim and/or demand whatsoever against the Vendors including the Developer herein;

- 4. **THAT** the Allottee/s shall not obstruct the Vendors and the Developer including the Association, Society, Company or Syndicate for its different acts relates with the common purposes of the said building and the Allottee/s shall not be permitted to cause injury, harm or damage in common parts and portions of the said building by making or erecting any addition or alteration thereof including alteration of the outer portion of elevation or colour scheme of the said building or shall not throw or accumulate or cause to be thrown or accumulated any dirt or rubbish or other refuses within the said flat or in common part or the common portions of the building save and except indicated place for the purposes or shall not place or cause to be placed any article or object in the common portions of the said building and/or shall not store or accumulate any obnoxious, noisy, illegal and inflammable article and/or things including immoral activity in the said flat or anywhere else in the said building;
- 5. THAT the Allottee/s at his/her/their own costs and expenses beside the joint Electric Meter will install separate Electric Meter for the said flat at common Meter Room of the demised building and liable to pay the electrical infrastructure cost on proportionate basis in favour of the Vendors/Developer herein;
- THAT the Allottee/s shall have common right in the roof of the building. The roof/terrace of the said building shall always be the <u>Contd.p/31.</u> <u>Page-31.</u>

property of the Vendors/Owners and the Developer but the Allottee/s shall have the right subject to the knowledge of the Vendors/Owners, Developer and other Allottees of flats to use the roof purely on temporary basis for refreshing himself/herself/themselves including their family members with fresh air, drying cloths and holding of social/marriage function by erection of pandal but as soon as the function is over, the said pandal etc. shall be removed and in any event if any construction will come into existence in the roof itself under such circumstances the common right of the roof will be shifted to the ultimate roof of the building and to that effect Allottee/s shall have no right to raise any objection under any circumstances whatsoever.

It is further to be mentioned that the Allottee/s shall have common title and interest in the soil on which the said building is erected and the said soil shall remain joint for all time with the other Co-owners of the said building including the Vendors and the Developer herein and the said land is impartible. The said flat together with undivided proportionate impartible share of the land including the right of all common parts and portions of the said building is heritable and transferable like any other immovable property and the Allottee/s herein have the absolute right and authority to sell, transfer, mortgage, let out or any other mode in respect of the said flat.

<u>COMMON PORTION TO THE CO-OWNERS</u> <u>OF THE SAID BUILDING</u>:

- a) The land, open space, septic tank, drain, pathways, boundary walls, main gate, etc. in the said building.
- b) General lighting of common portion.
- c) Drain and sewers from the building to the Panchayet connection drain and/or sewerage.
- d) Common pump and/or water source and common water reservoir. <u>Contd.p/32..</u>

COMMON PARTS OF THE SAID BUILDING:

- 01) Land under the said building described in the SCHEDULE- A hereunder written.
- 02) Staircase & Staircase Landing.
- 03) Lift of the said building and machineries thereof.
- 04) Water Motor-Pump, Water Reservoir, Overhead Water Tank and distribution pipes in different flats.
- 05) Water and Sewerage evacuation pipes from the different flats to the drain.

EASEMENT RIGHT

The Co-owners, Occupiers, the Vendors, Society, Syndicate or Association shall allow each other the following easement and quasi-easement right and privilege:

- a) Right to common passage in all the common portions in each of and every part of the said building including the said unit together with connection for Pipes, Cables etc. to the extent necessary.
- b) Right of protection of each portion of each other.
- c) Absolute unfettered and unencumbered right over the common parts and portions.
- d) Right in support or easement and appurtenances usually held used, occupied or enjoyed as part and parcel of the said undivided proportionate share and/or the said unit.
- e) Right with or without workmen and necessary materials to enter upon the said building including said unit and any other unit for the purpose of repairing any of the common parts and portions or any appurtenances to any unit and/or anything comprised in any unit in all such cases giving previous notice in writing to the Co-owners affected thereby.
- f) The right of access in common with Vendors or other Occupiers of the said building at all times and for all normal domestic purposes connected with the use and enjoyment of the open and covered space, staircase, lift, shallow electrical installation etc.

<u>Contd.p/33..</u> <u>Page- 33.</u>

TAXES AND IMPOSITIONS

- A) Until such time as the flat comprised in the said unit and the garage be separately assessed and/or mutated in respect of the Panchayet Taxes, Taxes or Impositions, the Allottee/s shall from the date of occupation and/or after completion of the registration of the said unit, whichever is earlier, bear and pay such proportion of such Local Bodies Rates and Taxes or Impositions as may be deemed reasonable from time to time by Vendor or Syndicate, Society, Association upon its formation.
- B) Apart from the amount of such Local Taxes, the Purchaser will also bear and pay all other taxes or impositions including Multi-Storeyed building tax, Urban Land Tax if and when necessary, in respect of the said building proportionately and/or for the said unit wholly.
- C) All proportionate cost for maintenance, operation, replacing, white washing, painting, rebuilding, reconstruction, redecorating, including the other walls of the said building and boundary walls as determined by the Society, Association, Syndicate to be formed.
- D) The costs of cleaning and lighting the passage, landing, staircase, lift and its machineries and other common parts of the said building.
- E) The cost of maintenance of the lift and its machineries.
- F) The cost of redecoration of the exterior building.
- G) Insurance premium of the said building for installation like motor pump set, tube well etc. against all types of risks.
- H) Such other expenses as are deemed by the Vendor of the Society, Syndicate or Association necessary or incidental for the maintenance of and up-keep of the building and/or general common areas/facilities.

SCHIEDULE-A AS ABOVE REFERRED TO: (THE DESCRIPTION OF SAID PROPERTY INCLUDING SAID BUILDING)

<u>ALL THAT</u> piece and parcel of BASTU landed property measuring an area of an area of **17 (seventeen) Cottahs 09 (nine) Chittacks 40 (forty) Sq. Ft.** more or less landed property, lying and situated at Mouza- Reckjoani under Touzi No.- 2998 Hal- 10 of J.L. No.- 13, Re. Sa. No.- 198 under C.S. <u>Contd.p/34.</u>

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Khatian No.- 825 & 718, R.S. Khatian No.- 855 & 836 and L.R. Khatian Nos. 8289, 4840, 6863, 4843, 7464, 4846, 7488, 7487 & 8253 comprised in C.S. Dag No.- 1213, 1214 & 1215 & R.S. & L.R. Dag Nos.- 1280, 1281 & 1282 within the local limits of Rajarhat Bishnupur 1 No. Gram Panchayet under the jurisdiction of formerly A.D.S.R. Bidhan Nagar, Salt Lake City and presently A.D.S.R. Rajarhat under Police Station of Rajarhat, PIN- 700135 in the District of North 24-Parganas, butted and bounded as follows:

ON THE NORTH BY	:	Land of Sitala Mandir Committee.
ON THE SOUTH BY	:	Land of Ashok Nath & others.
ON THE EAST BY	:	23` Panchayet Road.
ON THE WEST BY	:	Land of Gopal Bhattacharjee & others.

SCHIEIDULE- B AS ABOVE REFERRED TO: (THE DESCRIPTION OF SAID FLAT)

IN WITNESSETH WHEREOF the Vendors/Owners and the Developer including the Purchaser/s have hereunto set and subscribed their respective seals, signatures on the day, month and year FIRST above written.

WITNESSES:

1.

2.

1.
1.
2.
3.
SIGNATURE OF THE VENDORS SRI SAKTIPADA BISWAS, SRI SHAYMA CHARAN BISWAS, SRI GOUTAM BISWAS, SRI SOUMEN CHAKRABORTY, SRI PRABHAT KUMAR MUKHERJEE Represented by their constituted Attorneys RCON SMT. CHANDRANI DUTTA, PRANAB KUMAR RAY CHAUDHURI & <u>BIKRAM DAS</u>
1.
2.
2.
3. SEAL SIGNATURE OF THE OWNER NO. 6 Partners of <u>RCON</u>
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l
3.
SEAL & SIGNATURE OF THE DEVELOPEI <u>PARTNERS OF RCON</u>
SIGNATURE OF THE ALLOTTEE/S

<u>Contd.p/36..</u> <u>Page- 36.</u>

MEMO OF CONSIDERATION

Receive	ed Rs	••••••	 ••••••	•••••	
		•••••			
		consideration			
(Rupe	es)	only in re	espect of
the said	d flat only.				

WITNESSES:

1.

SEAL SIGNATURE OF THE OWNER NO. 6 Partners of <u>RCON</u>
SEAL & SIGNATURE OF THE DEVELOPER Partners of <u>RCON</u>

Drafted by:

Uttam Kumar Sarkar, ADVOCATE, Calcutta High Court Enrolment No. F-733/700-03. "LAW CHAMBER", Bharati Apartment,

RCON Banab Wr. Reychand Partner

Ground Floor, Room No. – 2, 23, T.N. Chatterjee Street, Kolkata – 700 090.

Typed by:

Mukti Sarkar, 7/1, Dr. Nilmoni Sarkar Street, Kolkata – 700 090