

## CONVEYANCE

1. **Date:** \_\_\_\_\_

2. **Place:** Kolkata

3. **Parties:**

3.1 **Kamalesh Roy**, son of Suresh Chandra Roy, (PAN AVEPR3516K), by faith Hindu, by occupation Business, by nationality Indian, residing at Reckjoani, Post Office and Police Station Rajarhat, District North 24 Parganas, Kolkata – 700135.

3.2 **Skyscraper Griha Nirman Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at T-68, Tegharia Main Road, Kolkata 700157 [PAN **AAQCS9840P**], duly represented by its Directors namely Shishir Gupta, Son of Late Sri Bhagwan Gupta, by faith Hindu, by occupation Business, by nationality Indian, residing at 16 Amherst Row, Police Station

Amherst Street, Kolkata 700009 and Sk. Nasir, Son of Late Sk. Rashid, by faith Muslim, by occupation Business, by nationality Indian residing at Hatiara, Pashchimpara, Police Station Rajarhat, Kolkata – 700157.

- 3.3 **Chandrani Dutta**, wife of Sabyasachi Dutta, (PAN **AFTPD0031J**), by faith Hindu, by occupation Business, by nationality Indian, residing at Reckjoani, Post Office and Police Station Rajarhat, District North 24 Parganas, Kolkata – 700135.
- 3.4 **Mala Dutta**, wife of Sujit Kumar Dutta, (PAN **AFUPD782C**), by faith Hindu, by occupation Business, by nationality Indian, residing at Reckjoani, Post Office and Police Station Rajarhat, District North 24 Parganas, Kolkata – 700135.
- 3.5 **Mithun Ghosh**, son of Shyamal Kumar Ghosh, (PAN **AOQPG0980H**), by faith Hindu, by occupation Business, by nationality Indian, residing at Reckjoani, Post Office and Police Station Rajarhat, District North 24 Parganas, Kolkata – 700135.
- 3.6 **Bimal Sen**, son of Late Ban Behari Sen, by faith – Hindu, by occupation – Business, by nationality – Indian, residing at Reckjoani, Post Office and Police Station Rajarhat, District North 24 Parganas, Kolkata – 700135.
- 3.7 **Putul Das**, wife of Manik Das, daughter of Late Ban Behari Sen, by faith – Hindu, by occupation – Housewife, by nationality – Indian, residing at Reckjoani, Post Office and Police Station Rajarhat, District North 24 Parganas, Kolkata – 700135. Presently residing at 1No. Lajum, Margherita, Tinshukia, Assam.
- 3.8 **Manas Kanti Chakraborty**, son of Mukundu Bikash Chakraborty, by faith – Hindu, by occupation – Service, by nationality – Indian, residing at Reckjoani, Ghosh Para, Police Station - Rajarhat, District North 24 Parganas. (PAN **BBOPC1007P**)
- 3.9 **Bijoy Kumar Saha**, son of Late Nimai Chandra Saha, by faith – Hindu, by occupation – Service, by nationality – Indian, residing at Bashirhat, Saha Para, Police Station Bashirhat, District North 24 Parganas. (PAN **BLFPS8732N**)
- 3.10 **Asha Saha**, wife of Bijoy Kumar Saha, by faith – Hindu, by occupation – Housewife, by nationality – Indian, residing at Bashirhat, Saha Para, Police Station Bashirhat, District North 24 Parganas. (PAN **DAPPS8984F**)
- 3.11 **Bijali Sarkar alias Biju Sarkar**, wife of Late Narayan Chandra Sarkar, residing at Reckjoyani, Ghosepara (near Hospital), Police Station & Post Office Rajarhat, District North 24 Parganas. (PAN **CSLPS4816H**)
- 3.12 **Kakali Sarkar Pal**, wife of Shaila Paul, daughter of Late Narayan Chandra Sarkar, residing at Jagadispur, Police Station & Post Office Rajarhat, District North 24 Parganas. (PAN **DSOPS3564L**)
- 3.13 **Mitali Naskar**, wife of Champak Naskar, daughter of Late Narayan Chandra Sarkar, residing at Matikol, Police Station Dumdum, Post Office Rabindranagar, Kolkata – 700 065. (PAN **AJMPN0272C**)

- 3.14 **Abhijit Sarkar**, son of Late Nandadulal Sarkar, residing at Reckjoyani, Ghosepara (near Hospital), Police Station & Post Office Rajarhat, District North 24 Parganas.
- 3.15 **Gouri Sarkar**, wife of Late Nandadulal Sarkar, residing at Reckjoyani, Ghosepara (near Hospital), Police Station & Post Office Rajarhat, District North 24 Parganas.
- 3.16 **Dipankar Sarkar**, son of Late Shibsankar Sarkar, residing at Reckjoyani, Ghosepara (near Hospital), Police Station & Post Office Rajarhat, District North 24 Parganas.
- 3.17 **Subhankar Sarkar**, son of Late Shibsankar Sarkar, residing at Reckjoyani, Ghosepara (near Hospital), Police Station & Post Office Rajarhat, District North 24 Parganas.
- 3.18 **Archana Sarkar**, wife of Late Shib Sankar Sarkar, residing at Reckjoyani, Ghosepara (near Hospital), Police Station & Post Office Rajarhat, District North 24 Parganas.
- 3.19 **Tapan Chowdhury**, son of Hari Prassana Chowdhury, by faith – Hindu, by occupation – Business, by nationality – Indian, residing at 1/55/14 Jatin Das Nagar, Belghoria, Police Station Belghoria, Kolkata – 700 056.
- 3.20 **Realtech Creation Company**, a partnership firm having its office at T-68, Tegharia Main Road, Post Office Hatiara, Police Station Baguiati, Kolkata 700157, [PAN **AAQFR8577B**] duly represented by its Partners, namely **Shishir Gupta**, Son of Late Shree Bhagwan Gupta, of T-68, Tegharia Main Road, Post Office Hatiara, Police Station Baguiati, Kolkata 700157, and **Sk. Nasir**, Son of Late Sk. Rashid, at T-68, Tegharia Main Road, Post Office Hatiara, Police Station Baguiati, Kolkata 700157.

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

And

- 3.21 **Abhilashini Realcon Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at T-68, Tegharia Main Road, Police Station Baguiati, Kolkata-700157 [PAN **AALCA7288C**] duly represented by its Directors namely (1) Sk. Nasir, Son of Late Sk. Rashid, by faith Muslim, by occupation Business, by nationality Indian, of T-68, Tegharia Main Road, Police Station Baguiati, Kolkata-700157 and (2) Sujit Kumar Dutta, son of Subimal Dutta, by faith Hindu, by occupation Business, by nationality Indian, of T-68, Tegharia Main Road, Police Station Baguiati, Kolkata-700157.

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

And

3.10 \_\_\_\_\_, son/wife of \_\_\_\_\_, by faith \_\_\_\_\_,  
by occupation \_\_\_\_\_, by Nationality Indian, residing at  
\_\_\_\_\_, Post office \_\_\_\_\_,  
Police Station \_\_\_\_\_, District \_\_\_\_\_, PIN \_\_\_\_\_.  
[PAN – \_\_\_\_\_].

(**Buyer**, includes successors-in-interest)

Owners and Developer collectively **Sellers**

Owners, Developer and Buyer collectively **Parties** and individually **Party**.

#### **NOW THIS CONVEYANCE WITNESSES AS FOLLOWS:**

#### **4. Subject Matter of Conveyance**

4.1 **Said Unit:** Residential Unit No. \_\_\_\_\_, \_\_\_\_\_ floor, having carpet area measuring about \_\_\_\_\_ (\_\_\_\_\_) square feet, described in Part-I of the 6<sup>th</sup> Schedule below (**Said Unit**), in the complex named "**16 AANA**" (Said Complex), at Reckjoani Hospital Road, Police Station Rajarhat, District North 24 Parganas, Kolkata - 700135, within the limits of Rajarhat Bishnupur No.1 Gram Panchayat (**RBGP-I**), described in Part-I of the 1st Schedule below (**Said Premises**).

4.2 **Parking Space:** The Garage includes the service area for the respective car parking, in the ground floor of the Said Complex and the Open parking in the ground level of the Said complex, described in Part-II of the 6th Schedule below (Parking Space).

4.3 **Land Share:** Undivided, impartible, proportionate and variable share in the land comprised in the Said Premises described in the 1<sup>st</sup> **Schedule** below, underneath the Said Block/Said Complex as be attributable and appurtenant to the Said Unit and the Parking Space (**Land Share**). The Land Share is/shall be derived by taking into consideration the proportion which the carpet area of the Said Unit and the Parking Space bears to the total carpet area of the Said Complex.

4.4 **Share In Common Portions:** Undivided, impartible, proportionate and variable share and/or interest in the common areas, amenities and facilities of the Said Complex as is attributable to the Said Unit (**Share In Common Portions**), the said common areas, amenities and facilities being described in the 2<sup>nd</sup> **Schedule** below (collectively **Common Portions**), as be attributable and appurtenant to the Said Unit.

The Said Unit, the Parking Space (in any), the Land Share and the Share In Common Portions collectively described in **Part-III** of the 6<sup>th</sup> **Schedule** below (collectively **Said Flat And Appurtenances**).

#### **5. Background**

5.1 **Ownership of Tanuja Bhar:** By a Deed of Conveyance, dated 19th July, 2011, registered in the office of A.D.S.R. Bidhan Nagar (Salt Lake City) in Book No. I,

Volume No. 15, Pages 9739 to 9753, Being No. 08215 for the year 2011, Tanuja Bhar has purchased land measuring 01 (one) cottah 04 (four) chittack, comprised in R.S/L.R. Dag No. 1325, recorded in L.R. Khatian Nos. 1996 & 1997, Mouza Reckjoani, J.L. No. 13, Police Station Rajarhat, within the limits of Rajarhat Bishnupur No.1 Gram Panchayat, Sub-Registration Rajarhat, District North 24 Parganas, from Sulekha Dey.

- 5.2 **Mutation:** Tanuja Bhar had mutated her name in respect of her purchased Property, in the records of Land Reforms Settlement vide L. R. Khatian No. 6593 and convert the classification by Conversion Case No. 383/BL/RAJ/14, date 30/10/14. (**Tanuja's Property**).
- 5.3 **Ownership of Kamalesh Roy:** By a Deed of Conveyance, dated 23rd April, 2015, registered in the office of Additional District Sub Registrar, Rajarhat in Book No-I, CD Volume No. 10, Pages 4919 to 4932 being No. 04907 for the year 2015, Tanuja Bhar sold convey and transfer her entire Tanuja's Property including all right, title and benefits to Kamalesh Roy (Owner No. 3.1 herein) (**Kamalesh's Property**).
- 5.4 **Mutation:** Kamalesh Roy had mutated his name in respect of Kamalesh's Property, in the records of Land Reforms Settlement vide L. R. Khatian No. 7267 (First Property).
- 5.5 **Ownership of Panchkori Sardar:** By a Deed of Conveyance dated 22nd December, 1931, registered in the Office of Sub-Registrar, Cossipore-Dum Dum, in Book No. I, Volume No. 15, at Pages 32 to 34, being Deed No.1379 for the year 1931, Panchkori Sardar purchased land measuring 26 (twenty six) decimal comprised in C.S. Dag No. 1259, correspondent to R.S. Dag No. 1329, under C.S. Khatian No. 211, correspondent to R.S. Khatian No. 143, Mouza Reckjoani, J.L. No. 13, Police Station Rajarhat, District North 24 Parganas (**Panchkori's Property**).
- 5.6 **Demise of Panchkori Sardar:** Panchkori Sardar, a Hindu, governed by the Dayabhaga School of Hindu Law, died intestate leaving behind him surviving his 3 (three) sons (collectively **Legal Heirs of Panchkori Sardar**) who jointly inherited the absolute right title and interest of Panchkori Sardar in Panchkori's Property.
- 5.7 **Ownership of Legal Heirs of Panchkori Sardar:** The Legal Heirs of Panchkori Sardar, have inherited 1/3rd (one-third) share in Panchkori's Property each.
- 5.8 **Sale to Bankim Behari Sardar:** By a Deed of Conveyance dated 13th May, 1975, registered in the Office of Sub-Registrar, Cossipore Dum Dum, in Book No. I, Volume No. 88, at Pages 13 to 15, being Deed No. 4645 for the year 1975, Nemai Charan Sardar sold land measuring 1 (one) cottah, out of his 1/3rd (one third) share in Panchkori's Property, to Bankim Behari Sardar.
- 5.9 **Absolute Ownership of Bankim Behari Sardar:** In the above mentioned circumstances, Bankim Behari Sardar, has become the owner of (1) 1/3rd (one-third) share in Panchkori's Property by virtue of inheritance and (2) land

measuring 1 (one) cottah, more or less, by virtue of purchase from Nemai Charan Sardar, (collectively Bankim's Property).

- 5.10 **Mutation by Bankim Behari Sardar:** Bankim Behari Sardar mutated his name, in respect of Bankim's Property, in the records of Land Revenue Settlement vide L.R. Khatian No. 2024.
- 5.11 **Sale to Rathindra Nath Mitra:** By a Deed of Conveyance dated 18th October, 1993, registered in the office of Additional District Sub-Registrar, Bidhannagar, Salt Lake City, recorded in Book No. 1, Volume No. 175, at Pages 131 to 136, being Deed No. 8195, for the year 1993, Bankim Behari Sardar, sold land measuring 1 (one) cottah, more or less, out of Bankim's Property, to Rathindra Nath Mitra (Rathindra's Property).
- 5.12 **Mutation by Rathindra Nath Mitra:** Rathindra Nath Mitra mutated his name, in respect of Rathindra's Property, in the records of Land Revenue Settlement vide L.R. Khatian No. 2023.
- 5.13 **Sale to Barun Ghosh and Apu Ghosh:** By a Deed of Conveyance dated 17th August, 2011, registered in the Office of Additional District Sub-Registrar, Bidhannagar, Salt Lake City, recorded in Book No. I, CD Volume No. 17, at Pages 3960 to 3970, being Deed No. 09524 for the year 2011, Rathindra Nath Mitra, sold Rathindra's Property, being land measuring 1 (one) cottah, more or less, together with R.T. Shed measuring 100 (one hundred) square feet, to Barun Ghosh and Apu Ghosh. [**Barun & Apu's Property**].
- 5.14 **Ownership of Barun Ghosh and Apu Ghosh:** In the above mentioned circumstances, Barun Ghosh and Apu Ghosh have become the absolute owners of the Barun & Apu's Property.
- 5.15 **Demise of Bankim Behari Sardar:** Bankim Behari Sardar, a Hindu, governed by the Dayabhaga School of Hindu Law, died intestate, leaving behind him surviving his wife, Sibani Sardar, 3 (three) sons, namely, Sankar Sardar, Badal Kumar Sardar, Sambhu Sardar and 3 (three) daughters, namely, Maya Sardar, Jyotsna Sardar and Suniti Sardar [collectively Legal Heirs of Bankim Behari Sardar] as his only surviving legal heirs and heiresses, who jointly and equally inherited the right, title and interest of Bankim Behari Sardar in Bankim's Property.
- 5.16 **Sale to Shyamal Ghosh and Dilip Ghosh:** By a Deed of Conveyance dated 24th July, 2007, registered in the Office of Additional District Sub-Registrar, Bidhannagar, Salt Lake City, recorded in Book No. I, CD Volume No. 5, at Pages 7804 to 7820, being Deed No. 02825 for the year 2011, the Legal Heirs of Bankim Behari Sardar, sold land measuring 4 (four) cottah, more or less, together with R.T. Shed measuring 100 (one hundred) square feet, to Shyamal Ghosh and Dilip Ghosh [**Shyamal & Dilip's Property**].
- 5.17 **Ownership of Shyamal Ghosh and Dilip Ghosh:** In the above mentioned circumstances, the Shyamal Ghosh and Dilip Ghosh, have become the absolute owners of the Shyamal & Dilip's Property.

- 5.18 **Sale to Skyscraper Griha Nirman Private Limited:** By a Deed of Conveyance dated 21st September, 2012, registered in the Office of Additional District Sub-Registrar, Bidhannagar, Salt Lake City, recorded in Book No. I, CD Volume No. 17, at Pages 5316 to 5330, being Deed No. 12138 for the year 2012, Barun Ghosh and Apu Ghosh sold Barun & Apu's Property and Shyamal Ghosh and Dilip Ghosh sold Shyamal & Dilip's Property, collectively Said Property to the Skyscraper Griha Nirman Private Limited (Owner No. 3.2 herein).
- 5.19 **Mutation:** Skyscraper Griha Nirman Private Limited has mutated its name, as owner of Said Property, in the records of Land Reforms Settlement vide Khatian No. 6248 (Second Property).
- 5.20 **Ownership of Sefali Sen:** By a registered Deed of Conveyance, dated 12th August 1993, registered in the office of A.D.S.R. Bidhan Nagar (Salt Lake City) in Book No-I, Volume No. 139, Pages 53 to 60, Being No. 6489 for the year 1993, Sefali Sen has purchased land measuring 02 (two) cottah 08 (eight) chittack comprised in sabek 1257/1694 corresponding to R.S/L.R. Dag No. 1330, recorded in jamider Khatian No. 1327, corresponding to Khatian No. 1894 corresponding to R.S. Khatian No. 3251, Mouza Reckjoani, J.L. No. 13, Police Station Rajarhat, within the limits of Rajarhat Bishnupur No.1 Gram Panchayat, District North 24 Parganas from Banabiharini Sen (**First Part of the Third Property**).
- 5.21 **Mutation:** Sefali Sen had mutated her name in respect of her purchased Property, in the records of Land Reforms Settlement vide L. R. Khatian No. 2025 (**Sefali's Property**).
- 5.22 **Demise of Sefali Sen:** Sefali Sen, a Hindu, governed by the Dayabhaga School of Hindu Law died intestate, leaving behind her surviving her 2 (two) sons, namely, Shyamal Sen (Since deceased), Bimal Sen and 2 (two) daughters, namely, Suchitra Dey and Putul Das [Legal Heirs of Sefali Sen] as her only surviving legal heir and heiresses, who jointly inherited the absolute right, title and interest of Sefali's Property.
- 5.23 **Demise of Shyamal Sen alias Shyamal Kumar Sen:** Shyamal Sen alias Shyamal Kumar Sen, a Hindu, governed by the Dayabhaga School of Hindu Law died intestate on 14/07/2007, leaving behind his surviving wife namely, Annapurna Sen, 1 (one) son namely, Biswajit Sen and 1(one) daughter namely, Aparna Kundu (collectively Legal Heirs of Shyamal Sen alias Shyamal Kumar Sen) as his only surviving legal heir and heiresses, who jointly inherited the absolute right, title and interest of Shyamal Sen alias Shyamal Kumar Sen in the Sefali's Property.
- 5.24 **Absolute right of Sefali's Property:** In the aforesaid circumstances, Bimal Sen, Suchitra Dey, Putul Das, Annapurna Sen, Biswajit Sen and Aparna Kundu, have become the joint, absolute and undisputed owners of Sefali's Property, each of them having their respective shares therein. The details of each share of present owners are given hereby.

Names of Owners	Legal Heirs of Owner	Quantum of Land (in Chittack )
Bimal Sen (Owner No. 3.6 herein)	Safali Sen	10 Chittack
Putul Das (Owner No. 3.7 herein)		10 Chittack
Suchitra Dey		10 Chittack
Annapurna Sen	Shyamal Kumar Sen alias Shyamal Sen	10 Chittack
Biswajit Sen		
Aparna Kundu		

- 5.25 Mutation: Bimal Sen, Suchitra Dey, Putul Sen, Annapurna Sen, Biswajit Sen and Aparna Kundu have mutated their names in respect of Sefali's Property, in the records of Land Reforms Settlement vide L. R. Khatian Nos. 7220, 7221, 7222, 7223, 7224, 7225.
- 5.26 **Sale to Chandrani Dutta and others:** By a Deed of Conveyance, dated 14th August, 2014, registered in the office of Additional District Sub Registrar, Rajarhat in Book No-I, CD Volume No- 15, Pages 306 to 324 being No. 09288 for the year 2014, Suchitra Dey, Annapurna Sen, Biswajit Sen and Aparna Kundu sold their undivided share of land measuring 1 (one) cottah 4 (four) chittack, comprised in R.S./L.R. Dag No. 1330, recorded in L. R. Khatian No. 2025, corresponding to L. R. Khatian Nos. 7221, 7223, 7224, 7225, Mouza Reckjoani, J.L. No. 13, Police Station Rajarhat, within the limits of Rajarhat Bishnupur No.1 Gram Panchayat, District North 24 Parganas in favour of Chandrani Dutta (Owner No. 3.3 herein), Mala Dutta (Owner No. 3.4 herein) and Mithun Ghosh (Owner No. 3.5 herein) being the portion of First Part of the Third Property (Chandrani and Others' Property).
- 5.27 **Mutation:** Chandrani Dutta, Mala Dutta and Mithun Ghosh had mutated their names in respect of Chandrani and others' Property, in the records of Land Reforms Settlement vide L. R. Khatian Nos. 7302, 7300 and 7301 respectively.
- 5.28 **Ownership of Manas Kanti Chakraborty:** by a registered Deed of Conveyance, execution on 23rd July 1999 and registered on 24th January 2000, registered in the office of A.D.S.R. Bidhan Nagar (Salt Lake City) in Book No-I, Volume No. 9, Pages 37 to 44, Being No. 312 for the year 2000 Manas Kanti Chakraborty (Owner No. 3.8 herein) purchased land measuring 02 (two) cottah 14 (fourteen) chittack 12 (twelve) square feet comprised in C.S. Dag No. 1257/1694, R.S./L.R. Dag No. 1330, recorded in Khatian No. 3251 Mouza Reckjoani, J. L. No. 13, Police Station Rajarhat, within the limits of Rajarhat Bishnupur No.1 Gram Panchayat, Additional District Sub-Registry Office Bidhan Nagar (Salt Lake City), District North 24 Parganas from Ranjit Kumar Bhattacharya (Manas Kanti's Property).
- 5.29 Sale by Manas Kanti Chakraborty: by a registered Deed of Conveyance, dated 21th April 2003, registered in the office of A.D.S.R. Bidhan Nagar (Salt Lake City) in Book No-I, Volume No. 231, Pages 22 to 31, Being No. 4075 for the year 2003 Manas Kanti Chakraborty has been sold land measuring 01 (one) cottah 04 (four) chittack comprised in C.S. Dag No. 1257/1694, R.S./L.R. Dag No. 1330,



recorded in Khatian No. 3251 corresponding to Hal Khatian No. 2026, Mouza Reckjoani, J. L. No. 13, Police Station Rajarhat, within the limits of Rajarhat Bishnupur No.1 Gram Panchayat, Additional District Sub-Registry Office Bidhan Nagar (Salt Lake City), District North 24 Parganas Bijoy Kumar Saha (Owner No. 3.9 herein) and Asha Saha (Owner No. 3.10 herein) out of Manas Kanti's Property.

- 5.30 **Mutation:** Bijoy Kumar Saha and Asha Saha mutated their name in respect of their purchased Property in the records of Land Reforms Settlement vide L. R. Khatian Nos. 5705, 5706 (Second Part of the Third Property ).
- 5.31 **Mutation:** Manas Kanti Chakraborty mutated his name in respect of Balance portion of Manas Kanti's Property in the records of Land Reforms Settlement vide L. R. Khatian No. 5707 (Third Part of the Third Property ).
- 5.32 **Absolute ownership of Third Property:** In the aforesaid circumstances, Bimal Sen, Putul Das, Chandrani Dutta, Mala Dutta and Mithun Ghosh have become the joint, absolute and undisputed owners of First Part of the Third Property and Bijoy Kumar Saha and Asha Saha have become the joint, absolute and undisputed owners of First Part of the Third Property and Manas Kanti Chakraborty become the sole, absolute and undisputed owner of Third Part of the Third Property, each of them having their respective shares therein. The First Part of the Third Property, the Second Part of the Third Property and the Third Part of the Third Property collectively Third Property.
- 5.33 **Ownership of Mahendra Kumar Sarkar:** By a Deed of Conveyance dated 3rd March, 1964, registered in the Office of Sub-Registrar, Cossipur, Dum Dum, in Book No. I, Volume No. 13, at Pages 284 to 285, being Deed No. 1229 for the year 1964, Madhusudhan Dutta sold to Mahendra Kumar Sarkar land measuring 51 (fifty one) decimal comprised in C.S. Dag No. 1260, R.S./L.R. Dag No. 1331, recorded in Jamidar Khatian No.709/708 corresponding to Sabek Khatian No. 710 in Mouza Reckjoani, J.L No. 13, Police Station Rajarhat, Sub-Registration Office Cassipur Dum Dum, Police Station Rajarhat, District North 24 Parganas (Fourth Property).
- 5.34 **Demise of Mahendra Kumar Sarkar:** Mahendra Kumar Sarkar, a Hindu, governed by the Dayabhaga School of Hindu Law, died intestate on 14th March, 1971, leaving behind his surviving his 3 (three) sons, namely Shib Sankar Sarkar, Narayan Chandra Sarkar and Nanda Dulal Sarkar, who jointly inherited the absolute right title and interest of Mahendra Kumar Sarkar in the Fourth Property.
- 5.35 **Ownership of Shib Sankar Sarkar:** In the above mentioned circumstances, Shib Sankar Sarkar, Narayan Sarkar and Nanda Dulal Sarkar, have become the absolute Owners of Mahendra's Land.
- 5.36 **Demise of Nanda Dulal Sarkar:** Nanda Dulal Sarkar, a Hindu, governed by the Dayabhaga School of Hindu Law, died intestate leaving behind him surviving his wife Gouri Sarkar and one son, namely Abhijit Sarkar, as his only legal heirs and heiresses (collectively Legal Heirs of Nanda Dulal Sarkar Sarkar), who jointly

and equally inherited the right title and interest of Nanda Dulal Sarkar in the Fourth Property.

- 5.37 **Sale to Tapan Chowdhury:** By a Deed of Conveyance dated 23rd August, 2006, registered in the Office of A.D.S.R. Bidhannagar (Salt Lake City) in Book No. I, Volume No. 514, at Pages 288 to 299, being Deed No. 8566 for the year 2006, Narayan Sarkar sold to Tapan Chowdhury land measuring 02(two) cottah out of Narayan Sarkar's share in the Fourth Property comprised in C.S. Dag No. 1260, R.S./L.R. Dag No. 1331, recorded in Jamidar Khatian No.709/708 corresponding to Sabek Khatian No. 710 in Mouza Reckjoani, J.L No. 13, Police Station Rajarhat, Sub-Registration Office Cossipore Dum Dum, Police Station Rajarhat, District North 24 Parganas, with confirmation of Shib Sankar Sarkar, Gouri Sarkar and Abhijit Sarkar as other co-owners.
- 5.38 **Mutation:** Shib Sankar Sarkar, Narayan Chandra Sarkar and Gouri Sarkar and Abhijit Sarkar, being the legal heirs of Nanda Dulal Sarkar, mutated their names as the absolute joint Owners of balance portion of Fourth Property, in the records of Land Revenue Settlement vide L.R. Khatian Nos. 2085, 2086, 2088 and 2087 respectively.
- 5.39 **Sale to Abhijit Sarkar and another:** By a Deed of Conveyance dated 29th September, 2011, registered in the Office of Sub-Registrar, Bidhannagar (Salt Lake City), in Book No. I, Volume No. 19, at Pages 12842 to 12856, being Deed No. 11557 for the year 2011, Narayan Chandra Sarkar sold to Abhijit Sarkar and Dipankar Sarkar, land measuring 10.89 (ten point eight nine) decimal comprised in R.S./L.R. Dag No. 1331, recorded in Jamidar Khatian No.709/708 corresponding to Sabek Khatian No. 710, L R Khatian No. 2086, in Mouza Reckjoani, J.L No. 13, Police Station Rajarhat, Sub-Registration Office Bidhannagar (Salt Lake City), Police Station Rajarhat, District North 24 Parganas.
- 5.40 **Demise of Shib Sankar Sarkar:** Shib Sankar Sarkar, a Hindu governed by the Dayabhaga School of Hindu Law, died intestate leaving behind him surviving his wife, namely Archana Sarkar, and 2(two) sons, namely, Dipankar Sarkar and Subhankar Sarkar as his only legal heirs and heiresses (collectively Legal Heirs of Shib Sankar Sarkar), who jointly and equally inherited the right, title and interest of Shib Sankar Sarkar in Fourth Property.
- 5.41 **Demise of Narayan Chandra Sarkar:** Narayan Chandra Sarkar, a Hindu governed by the Dayabhanga School of Hindu Law, died intestate leaving behind him surviving his wife, namely Biju Sarkar alias Bijali Sarkar and 2(two) daughters, namely, Kakali Sarkar Pal and Mitali Naskar, as his only legal heiresses (collectively Legal Heirs of Narayan Chandra Sarkar), who jointly and equally inherited the right, title and interest of Narayan Chandra Sarkar in Fourth Property.
- 5.42 **Mutation:** Gouri Sarkar, Abhijit Sarkar, Archana Sarkar, Dipankar Sarkar and Subhankar Sarkar, Biju Sarkar alias Bijali Sarkar, Kakali Sarkar Pal and Mitali Naskar, have mutated their names in respect of balance portion of the Fourth Property, in the records of Land Reforms Settlement vide L. R. Khatian Nos. 2088, 2087, 6837, 6838, 6839, 6833, 6834 and 6835 respectively

5.43 **Mutation:** Tapan Chowdhury has mutated his name, First part of the Fourth Property, in the records of Land Reforms Settlement vide Khatian No. 7229.

5.44 **Ownership of the Fourth Property:** In the above mentioned circumstances, the Abhijit Sarkar and others have become the joint, absolute and undisputed Owners of the Said Fourth Property.

Name Of Owners	R.S./L.R Dag No.	L.R. Khatian No.	By Inheritance	By Purchase	Total Land Measurement (in decimals)
Abhijit Sarkar (Owner No. 3.14 herein)	1331	2087	8.50	5.445	13.945
Gouri Sarkar (Owner No. 3.15 herein)	1331	2088	8.50		8.500
Dipankar Sarkar (Owner No. 3.16 herein)	1331	6838	5.666	5.445	11.111
Subhankar Sarkar (Owner No. 3.17 herein)	1331	6839	5.666		5.666
Archana Sarkar (Owner No. 3.18 herein)	1331	6837	5.666		5.666
Biju Sarkar alias Bijali Sarkar (Owner No. 3.11 herein)	1331	6833	0.93		0.936
Kakali Sarkar Pal (Owner No. 3.12 herein)	1331	6834	0.94		0.940
Mitali Naskar (Owner No. 3.13 herein)	1331	6835	0.94		0.940
Tapan Chowdhury (Owner No. 3.19 herein)	1331	7299	3.30		3.300
Total					51.000

5.45 **Ownership of Madhab Biswas:** By a Deed of Conveyance, dated 19th January, 2012, registered in the office of District Sub Registrar, North 24 Parganas - II, Barasat in Book No-I, Being No. 0777 for the year 2012, Madhab Biswas has purchased land measuring 4 (four) cottah 4 (four) chittack 30 (thirty) square feet, comprised in R. S./L. R. Dag No. 1332 under R. S. Khatian No. 2362 corresponding L.R. Khatian Nos. 3489 and 3490, under Mouza Reckjoani, J. L. No. 13, Police Station Rajarhat, within the limits of Rajarhat Bishnupur No. 1 Gram Panchayat, District North 24 Parganas, from Parbati Basak, Narayan Chandra Basak and Debashish Basak (Fifth Property).

- 5.46 **Mutation:** Madhab Biswas has mutated his name, as owner of his purchased Property, in the records of Land Reforms Settlement vide Khatian No. 6303 (Madhab's Property).
- 5.47 **Ownership of Realtech Creation Company:** By a Deed of Conveyance, dated 14th August, 2014, registered in the office of Additional District Sub Registrar, Rajarhat in Book No-I, CD Volume No- 14, Pages 12909 to 12921 being No. 09257 for the year 2014, Madhab Biswas sold convey and transferred the entire Madhab's Property, being the land measuring 4 (four) cottah 4 (four) chittack 30 (thirty) square feet, comprised in R. S./L. R. Dag No. 1332 under R. S. Khatian No. 2362 corresponding L.R. Khatian No. 6303, under Mouza Reckjoani, J. L. No. 13, Police Station Rajarhat, within the limits of Rajarhat Bishnupur No. 1 Gram Panchayat, District North 24 Parganas to Realtech Creation Company (Owner No. 3.20 herein).
- 5.48 **Mutation:** Realtech Creation Company has mutated its name, as owner of Said Property, in the records of Land Reforms Settlement vide Khatian No. 6799.
- 5.49 **Absolute Ownership of the Owners:** In the above mentioned circumstance, the Owners have become the absolute owners of the Said Premises.
- 5.50 **Development Agreements:** With the intention of developing and commercially exploiting their respective land by constructing Said Complex thereon and selling the Flats and covered garage and open spaces therein (Flats), the Owners have appointed the Developer, who is a well-known developer, to develop their respective land and have subsequently entered into various registered agreements the details of those agreements are given below (collectively **Development Agreements**)

Sl. No	Name of the Owners	Date	Registered in the office of:	Book No.	CD Volume No.	Pages	Deed No. & Year
1.	Skyscraper Griha Nirman Private Limited	20th June, 2016	A.D.S.R, Rajarhat	I	1523-2016	205421 to 205454	152306656 of 2016
2.	Chandrani Dutta and Others	28th August, 2015	A.D.S.R, Rajarhat	I	1523 - 2015	106327 to 106358	152309651 of 2015
3.	Bimal Sen and Another	14th August, 2014	A.D.S.R, Rajarhat	I	14	12780 to 12809	09252 for 2014
4.	Realtech Creation Company	28th August, 2015	A.D.S.R, Rajarhat	I	1523 - 2015	102101 to 102130	152309614 for 2015
5.	Bijoy Kumar Saha and Another	31st October, 2014	A.D.S.R, Rajarhat	I	20	2262 to 2290	12277 for 2014
6.	Bijali Sarkar alias Biju Sarkar and others.	28th April, 2014	A.D.S.R, Rajarhat	I	7	13498 to 13530	04834 for 2014
7.	Abhijit Sarkar and other	7th October, 2013	A.D.S.R, Rajarhat	I	17	11570 to 11601	12017 for 2013
8.	Manas Kanti Chakraborty	3rd November, 2014	A.D.S.R, Rajarhat	I	20	2291 to 2317	12278 for 2014
9.	Tapan Chowdhury	19th December, 2014	A.D.S.R, Rajarhat	I	24	389 to 415	14404 for 2014

5.51 **Power of Attorney:** By various registered Power of Attorney, the Owners appointed Sujit Kumar Dutta and Sk. Nasir as their lawful attorney and empowered them to do all acts, things and deeds in relation to develop the entire land by constructing the Said Complex and to sell various saleable areas comprised in the Said Premises/Said Complex and to execute this Conveyance on their behalf, the details of the said registered Power of Attorneys are given below.

Sl. No.	Name of the Grantors	Date	Registered in the office of:	Book No.	CD Volume No.	Pages	Deed No. & Year
1.	Skyscraper Griha Nirman Private Limited	20th June, 2016	A.D.S.R, Rajarhat	I	1523-2016	205541 to 205557	152306672 of 2016
2.	Chandrani Dutta and Others	31st August,	A.D.S.R, Rajarhat	I	1523 - 2015	112485 to	152309858 of 2015

		2015				112502	
3.	Bimal Sen and Another	14th August, 2014	A.D.S.R, Rajarhat	I	14	12895 to 12908	09255 for 2014
4.	Realtech Creation Company	1st September, 2015	A.D.S.R, Rajarhat	I	1523 - 2015	107167 to 107182	152309691 for 2015
5.	Bijoy Kumar Saha and Another	3rd November, 2014	A.D.S.R, Rajarhat	I	20	2318 to 2331	12279 for 2014
6.	Bijali Sarkar alias Biju Sarkar and others.	28th April, 2014	A.D.S.R, Rajarhat	I	7	13531 to 13546	04835 for 2014
7.	Abhijit Sarkar and other	7th October, 2013	A.D.S.R, Rajarhat	I	17	12276 to 12292	12018 for 2013
8.	Manas Kanti Chakraborty	3rd November, 2014	A.D.S.R, Rajarhat	I	20	2332 to 2343	12280 for 2014
9.	Tapan Chowdhury	19th December, 2014	A.D.S.R, Rajarhat	I	24	509 to 521	14409 for 2014

5.52 **Sanctioned Plan:** Pursuant to the Development Agreement, for construction of the Said Complex, the Developer has got a building plan sanctioned by the Zilla Parishad, North 24 Parganas, vide Building Permit No. 73/NZP, dated 18th May, 2016 (Sanctioned Plan), which includes all sanctioned/permissible modifications made thereto, if any, from time to time)

5.53 **Said Scheme:** For selling the Flats comprised in the Developer's Allocation and in the Additional Developer's Allocation, the Developer has adopted a scheme (Said Scheme). The Said Scheme is based on the legal premises that (1) the land contained in the Said Premises is owned by the Owners and hence Land Shares therein must be transferred by the Owners, (2) such transfer by the Owners is in consideration of the Developer bearing all costs for the construction of the Owners' Allocation except the Additional Developer's Allocation and paying all other consideration to the Owners, (3) consequently, prospective purchaser (Intending Buyers) are nominee of the Developer and would have to pay all consideration for the Land Shares to the Developer and not the Owners, (4) the Flats comprised in the Developer's Allocation belong to the Developer as they have been constructed by the Developer at the Developer's own cost and hence they shall be transferred by the Developer, (5) to give perfect title to the Intending Buyers, the Owners and the Developer should jointly enter into agreement with the Intending Buyers where under the Owners (accepting the Intending Buyers to be nominee of the Developer) would agree to sell Land Shares to the Intending Buyers and the Developer would agree to sell Flats comprised in the Developer's Allocation to the Intending Buyers and (6) the consolidated consideration

payable by the Intending Buyers (for the Flats and the Land Shares) should be received entirely by the Developer.

- 5.54 **Commencement of Construction:** The Developer commenced construction of the Said Complex on the Said Premises and announced sale of flats comprised in the Said Complex.
- 5.55 **Application and Allotment to Buyer:** The Buyer, upon full satisfaction of the Sellers' title, applied for allotment of the Said Flat And Appurtenances, described in **Part III** of the **6<sup>th</sup> Schedule** below, which is comprised in the Developer's Allocation, and the Sellers allotted the same to the Buyer, who in due course entered into an Sale Agreement dated \_\_\_\_\_ (**Said Agreement**) for purchase of the Said Flat And Appurtenances, on the terms and conditions contained therein.
- 5.56 **Construction of Said Building:** The Developer has completed construction of the Said Block in the Said Complex.
- 5.57 **Conveyance to Buyer:** In furtherance of the above, the Sellers are completing the sale of the Said Flat And Appurtenances in favour of the Buyer, by these presents, on the terms and conditions contained herein.
- 5.58 **Acceptance of Conditions Precedent:** Notwithstanding anything contained in the Said Agreement, the Buyer confirms that the Buyer has accepted and agreed that the following are and shall be the conditions precedent to this Conveyance:
- 5.58.1 **Understanding of Scheme by Buyer:** The undertakings and covenants of the Buyer that the Buyer has understood and accepted the under mentioned scheme of development of the Sellers:
- (a) **Development of Said Premises:** The Sellers intend to develop the entirety of the Said Premises in due course and the Buyer hereby accepts the same and shall not, under any circumstances, raise any objection or hindrance thereto.
  - (b) **Extent of Ownership:** The ownership rights of the Buyer is limited to the Said Flat, the Parking Space, the Land Share and the Common Portions and the Buyer hereby accepts the same and under no circumstances, shall be entitled to raise any objection.
  - (c) **Common Portions Subject to Change:** The Common Portions shall always be and remain subject to change and modification, as be deemed fit and necessary by the Sellers, to accommodate their future plans regarding the Said Premises and the Buyer hereby accepts the same and the Buyer shall not, under any circumstances, raise any objection or hindrance thereto.

- 5.58.2 **Satisfaction of Buyer:** The undertaking of the Buyer to the Sellers that the Buyer is acquainted with, fully aware of and is thoroughly satisfied about the title of the Sellers, the Sanctioned Plans, all the background papers, the right of the Sellers to grant this Conveyance, the scheme of development described above and the extent of the rights being granted in favour of the Buyer and the negative covenants mentioned above and elsewhere in this Conveyance and the Buyer hereby accepts the same and shall not raise any objection with regard thereto.
- 5.58.3 **Rights Confined to Said Flat And Appurtenances:** The undertaking of the Buyer to the Sellers that the right, title and interest of the Buyer is confined only to the Said Flat And Appurtenances and the Sellers are entitled to deal with and dispose off all other portions of the Said Premises, the Said Block and the Said Complex to third parties at the sole discretion of the Sellers, which the Buyer hereby accepts and to which the Buyer, under no circumstances, shall be entitled to raise any objection.
- 5.58.4 **Extension/Addition:** The undertaking of the Buyer to the Sellers that notwithstanding anything contained in this Conveyance, the Buyer has no objection and shall under no circumstances have any objection to the Sellers **(1)** integrating/adding (notionally or actually) other properties/land to the Said Complex and for this purpose, demolishing boundary walls and affixing gates wherever necessary and connecting existing passages to future passages **(2)** extending, modifying and realigning the extent, area, layout and location of the Said Complex including the Common Portions and other facilities **(3)** modifying the Sanctioned Plans, as may be necessary in this regard **(4)** granting to third parties all forms of unfettered and perpetual proportionate right of ownership and easement of use over the Common Portions and other facilities and **(5)** granting all rights of user and easements over the Common Portions and other facilities to the Intending Buyer or other owners. It is clearly understood by the Buyer that the Buyer shall not have any right to erect any wall/boundary wall in the Said Complex.
- 5.58.5 **Undertaking of Buyer:** The Buyer further undertakes that in consideration of the Sellers conveying the Said Flat And Appurtenances to the Buyer, the Buyer has accepted the above conditions and has granted and shall be deemed to have granted to the Sellers, the other owners and all successors-in-interest/title unfettered and perpetual easements over, under and above all Common Portions comprised in the Said Complex, with right to connect the same to the other contiguous properties.

## **6. Transfer**

- 6.1 **Hereby Made:** The Sellers hereby sell, convey and transfer to and unto the Buyer, absolutely and forever, free from all encumbrances of any and every nature whatsoever, the Said Flat And Appurtenances described in **Part-III** of the **6<sup>th</sup> Schedule** below, being :



- 6.1.1 **Said Flat:** The Residential Flat No. \_\_\_\_, on the \_\_\_\_ Floor, having carpet area measuring about \_\_\_\_ (\_\_\_\_\_) square feet, described in Part-I of the 6<sup>th</sup> Schedule below (**Said Unit**), in the complex named "**16 AANA**" (Said Complex), at Reckjoani Hospital Road, Police Station Rajarhat, District North 24 Parganas, Kolkata - 700135, within the limits of Rajarhat Bishnupur No.1 Gram Panchayat (**RBGP-I**), described in Part-I of the 1st Schedule below.
- 6.1.2 **Parking Space:** The \_\_\_\_ (\_\_\_\_\_) Open/Covered Garage includes the service area for the respective car parking, in the ground floor of the Said Complex and the Open parking in the ground level of the Said complex, described in Part-II of the 6th Schedule below (Parking Space).
- 6.1.3 **Land Share:** The Land Share, being undivided, impartible, proportionate and variable share in the land comprised in the Said Premises described in the 1<sup>st</sup> **Schedule** below, underneath the Said Block/Said Complex as be attributable and appurtenant to the Said Flat and the Parking Space (**Land Share**).
- 6.1.4 **Share In Common Portions:** The Share In Common Portions, being undivided, impartible, proportionate and variable share and/or interest in the common areas, amenities and facilities of the Said Complex as is attributable to the Said Flat, the said common areas, amenities and facilities being described in the 2<sup>nd</sup> **Schedule** below (collectively **Common Portions**), as be attributable and appurtenant to the Said Flat.

## 7. **Total Consideration**

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

## 8. **Terms of Transfer**

### 8.1 **Conditions Precedent**

- 8.1.1 **Title, Plan and Construction:** The Buyer has examined or caused to be examined the following and the Buyer is fully satisfied about the same and shall not be entitled to and covenants not to raise any requisition, query, clarification or objection regarding the same and also further waive the right, if any, to do so:
- (a) The right title and interest of the Sellers in respect of the Said Premises, the Said Block, the Said Complex and the Said Flat And Appurtenances;
  - (b) The Plans sanctioned by the *Pradhan* of Rajarhat-Bishnupur 1 No. *Gram Panchayat*;
  - (c) The construction and completion of the Said Complex, the Common Portions and the Said Flat including the quality, specifications, materials, workmanship and structural stability thereof.

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

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

## **9. Possession**

- 9.1 **Delivery of Possession:** *Khas*, vacant, peaceful, satisfactory, acceptable and physical possession of the Said Flat And Appurtenances has been handed over by the Sellers to the Buyer, which the Buyer admits, acknowledges and accepts.

## **10. Outgoings**

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

## **11. Holding Possession**

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

## **12. Further Acts**

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

## **13. Further Construction**

- 13.1 **Roof Rights:** The top roof of the Said Block shall remain common to all residents of the Said Block (**Common Roof**) and all common installations such as water

tank and lift machine room shall be situated in the Common Roof. The Sellers shall always have the right of further construction on the entirety of the top roof and the Buyer specifically agrees not to do any act, which prevents or hinders such construction. After such construction, the roof above such construction shall again have a Common Roof for common use of all residents of the Said Block.

#### **14. General**

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

#### **15. Interpretation**

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

### **1<sup>st</sup> Schedule Part-I (Said Premises)**

(1) Land measuring 2.066 (two point zero six six) decimal, equivalent to 01 (one) cottah 04 (four) chittack, more or less, comprised in R.S. /L.R. Dag No. 1325, recorded in L.R. Khatian No. 7267 (First Property) (2) Land measuring 8.264 (eight point two six four) decimal, equivalent to 05 (five) cottah, more or less, comprised in R.S. /L.R. Dag No. 1329, recorded in L.R. Khatian No. 6248 (Second Property) (3) Land measuring 8.908 (eight point nine zero eight) decimal, equivalent to 5 (five) cottah 6 (six) chittack 10 (ten) square feet, more or less, comprised in R.S./L.R. Dag No. 1330, recorded L.R. Khatian Nos. 5706, 5705, 5707, 7300, 7301, 7302, 7220 and 7222 (Third Property) (4) Land measuring 51 (fifty one) decimal, equivalent to 30 (thirty) cottah 13 (thirteen) chittack 35 (thirty five) square feet, more or less, comprised in R.S./L.R. Dag No. 1331, recorded in L.R. Khatian Nos. 2087, 2088, 6833, 6834, 6835, 6837, 6838, 6839 and 7229 (Fourth Property) (5) Land measuring 7.093 (seven point zero nine three) decimal,

equivalent to 04 (four) cottah 04 (four) chittack 30 (thirty) square feet, more or less, comprised in R.S. /L.R. Dag No. 1332, recorded in L.R. Khatian No. 6799 (Fifth Property) totalling to land measuring 77.34 (seventy seven point three four) decimal, equivalent to 46 (forty six) cottah 12 (twelve) chittak 30 (thirty) square feet, more or less (Said Property) all in Mouza Reckjoani, J.L No. 13, Police Station Rajarhat, Sub-Registration Office Rajarhat [formerly Bidhannagar (Salt Lake City)] within Rajarhat-Bishnupur 1 No. Gram Panchayat (RBGP1), District North 24 Parganas and butted and bounded as follows:

On The North	:	By Others' Land, in RS/LR Dag Nos. 1325, 1332 and common passage.
On The East	:	By Others' Land, in R.S. /L.R. Dag Nos. 1341, 1334.
On The South	:	By Panchayet Road (Reckjoani Hospital Road).
On The West	:	By Others' Land, in R.S./L.R. Dag Nos. 1329, 1330, 8 ft. wide common passage and R.S./L.R. Dag Nos. 1325, 1318.

## 2<sup>nd</sup> Schedule (Common Portions)

- |  |   |
|--|---|
| <ul style="list-style-type: none"> <li>• Lobby at the ground level of the Said Block</li> <li>• Lift machine room(s) and lift well(s) of the Said Block</li> <li>• Water supply pipeline in the Said Block (save those inside any Unit)</li> <li>• Wiring, fittings and accessories for lighting of lobbies, staircase(s) and other common portions of the Said Block</li> <li>• Intercom Network in the Said Block</li> <li>• External walls of the Said Block</li> <li>• Lift (s)</li> </ul> | <ul style="list-style-type: none"> <li>• Lobbies on all floors and staircase(s) of the Said Block</li> <li>• Water reservoirs/tanks of the Said Block</li> <li>• Drainage and sewage pipeline in the Said Block (save those inside any Unit)</li> <li>• Electricity meter (s) for common installations and space for their installation</li> <li>• Electricity Cable for common installations in the Said Block, if any</li> <li>• Generator (s)</li> <li>• Demarcated portion of the roof above top floor of Said Block</li> </ul> |
|--|---|

## 3<sup>rd</sup> Schedule (Common Expenses/Maintenance Charges)

1. **Common Utilities:** All charges and deposits for supply, operation and maintenance of common utilities.

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

#### 4<sup>th</sup> Schedule (Easements and Quasi-easements)

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

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

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

#### **5<sup>th</sup> Schedule (Covenants)**

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

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

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

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



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

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

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

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

**6<sup>th</sup> Schedule**  
**Part-I**  
**(Said Unit)**

Residential Unit No. \_\_\_\_\_, on the \_\_\_\_\_ Floor, having carpet area measuring about \_\_\_\_\_ (\_\_\_\_\_) square feet, in the complex named "**16 AANA**" (Said Complex), at Reckjoani Hospital Road, Police Station Rajarhat, Kolkata - 700135, within the limits of Rajarhat Bishnupur No.1 Gram Panchayat (**RBGP-I**), District North 24 Parganas and demarcated in colour **Red** on **Plan** attached hereto.

**Part-II**  
**(Parking Space)**

The \_\_\_\_\_ (\_\_\_\_\_) Open/Covered Garage includes the service area for the respective car parking, in the ground floor of the Said Complex.

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

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

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

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

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

**16. Execution and Delivery**

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

---

As the constituted attorney  
of the Owners No. 3.1 to 3.20  
[Owners]

---

Abhilashini Realcon Private Limited  
[Developer]

---

[Buyers]

**Witnesses:**

**Signature**\_\_\_\_\_

**Name** \_\_\_\_\_

**Father's Name** \_\_\_\_\_

**Address**\_\_\_\_\_

**Signature**\_\_\_\_\_

**Name** \_\_\_\_\_

**Father's Name** \_\_\_\_\_

**Address** \_\_\_\_\_

### Receipt And Memo of Consideration

Received from the within named Buyer the within mentioned sum of **Rs.** \_\_\_\_\_/-  
(Rupees \_\_\_\_\_) only towards full and final payment of the Total  
Consideration For Transfer of the Said Flat And Appurtenances together with extra cost  
described in the **Part-III** of the **6<sup>th</sup> Schedule** above, in the following manner:

Mode	Date	Bank	Amount (Rs.)

---

Abhilashini Realcon Private Limited  
Directors  
**[Developer]**

**Witnesses:**

Signature\_\_\_\_\_

Signature\_\_\_\_\_

Name\_\_\_\_\_

Name\_\_\_\_\_