DEED OF CONVEYANCY

This agreement is made this day of , 2020 between M N DEVELOPERS AND hereinafter jointly and collectively called the VENDORS or the FIRST PARTY which expression shall unless excluded by repugnant to the subject of context shall mean and include all its directors of the FIRST PART andhereinafter called the PURCHASER for the SECOND PARTY which expression shall unless excluded by repugnant to the subject of context includes his heirs executors

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administrators legal representatives and assigns of the SECOND PART and NITU DEVELOPERS PRIVATE LIMITED a company having its office athereinafter called the DEVELOPER for the THIRD PARTY which expression shall unless excluded by repugnant to the subject for context include their heirs executors administrators legal representative and assigns of the THIRD PART.

- 1. One Safar Ali Molla was the absolute recorded owner of land measuring 72 decimals more or less which included land measuring 52 decimals more or less comprised in CS Dag number 1276 corresponding to rs number 1142, under rskhatian number 418 LR khatian number 498 in kalikapur, JL number 40 ESI number 143 tauji number 10 fog anarkali kurta p s Rajarhat within the local limit of patharghata gram Panchayat in the district North 24 parganas.
- 2. While in absolute position and absolute ownership over the aforesaid property, the said Safar Ali Molla died intestate leaving behind his six sons namely Kalam Ali mola, Alam Ali Mulla Ali MullaMullaMulla and Mulla Ali Mulla as his heirs and successors in interest in respect of the affect said property left by the said Safar Ali maula since deceased, in accordance with Muslim law of inheritance.

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- 3. The said Jamshed Ali maula Jamir Mulla and Abu Ali Mulla, jointly salt transferred and conveyed their undivided 3/6 share in the aforesaid property that is in the state of the said Safar Ali molla since diceased in favour of their brothers owners were the said Kalam Ali mola former Alam Ali Mulla and saboor Ali maula by the strength of a registered deed of conveyance.
- 4. On the basis of the aforementioned facts and circumstances and on the basis of their own undivided 3/6 share and on the basis of the aforementioned deed the said Kalam Ali maula Ali maula and saboor Ali maula became the absolute joint owners of the aforesaid plot of land measuring 72 decimals more or less which included land measuring 52 decimals more or less comprised in CS daag number 1276 corresponding to rsdaag number 1142 under rskhatian number 418, I aakritiyan number 498 in kalikapur, JL number 40 ration number 143 number 10 Fogganarkali kurta PS Rajarhat comma within the local limit of gram Panchayat in the district of North 24 parganas.
- 5. While in absolute position and absolute ownership over the aforementioned property the said Kalam Ali maula Ali maula and saboor Ali maula, jointly sold, transferred and conveyed a demarcated plot of land

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measuring 28.51 decimals equivalent to land measuring 17 Katha 40 square feet more or less out of their aforementioned plot of land comprised in CS dag number 1276 corresponding to rs LR dag number 1142, under rskhatian number 418 pillar number 498, in maujakalikapur jail number 40 ration number 143, tauji number 10 organic kalikata PS Rajarhat within the local limit of patharghata gram panchayat in the district North 24 parganas to one (1)ChittaranjanMitra (2) Nikhil Mitra @ Nikhil Chandra Mitra and (3) Deepak Mitra, all sons of MukundaLalMitra by the strength of a registered deed of conveyance registered on 12. 5 .2003 registered in the office of the adsrbidhannagar Salt Lake city and recorded in book number 1 volume number 394 pages 134 tu 142 been did number zero 6620 for the year 2004.

6. On the basis of the aforementioned registered deed of conveyance bearing ID number 06620 for the year 2004 the said chittranjanMitra, Nikhil Mitra Nikhil Chandra Mitra and Deepak Mitra, became the absolute joint owners of the aforesaid plot of land measuring 28.5 1 land measuring 17 Katha 40 square feet more or less comprised in the number 1276 corresponding to rsLR dag number 1 1142 under rskhatian number 418 pillar number 498, in maujakalikapur JL number 40 racer number 143, tauji number 10 fog

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anarkali Tata CromaRajarhat korma within the local limit of gram panchayat in the district North 24 parganas.

- 7. After purchasing the aforesaid property, the said chittranjanMitra Nikhil with Nikhil Chandra Mitra and Deepak Mitra, duly recorded their names in the record of the settlement respectively being a L R Khatiyan number 1539, 1540, 1541. It is to be mentioned here that as per L R Record the said chitranjan with, Nikhil Mitraalaihis Nikhil Chandra Mitra and Deepak Mitra, became the absolute joint owners of 26 decimals more or less instead of their purchase land measuring land measuring 28.51 Decimals more or less and each having undivided one third share in the said property.
- 8. The said Deepak Mitra sold, transferred and conveyed his recorded ownership of land measuring 8 decimals more or less, being undivided one third share in the aforesaid total land measuring 26 decimals more or less comprised in CS daag number 1276 rs 1 number 114 to under rskhatian number 418, pillar number 498 corresponding to a lakhotia number 1541, in mouth kalikapur jail number 40 racer number 143 number 10, fog anarkalikurta, within the local limit of patharghata gram panchayat in the district North 24 parganas to one blue the developers private limited and Bengal constructions private limited by the strength of the registered deed

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of conveyance registered on xxviii 2015, registered in the office of the additional registrar of assurance to Kolkata and recorded in book number one, volume number 1990 to 2015 to 16 6122 1687, being deed number 19020 6163 for the year 2015.

- 9. The said chittranjanMitra sold transferred and conveyed his recorded ownership of land measuring 9 decimals more or less, been undivided one third share in the aforesaid total land measuring 26 decimals more or less comprised in CS that number 1276 rs LR number 114 to, under rskhatian number 418 number 498 corresponding to a L R Khatiyan number 1539, in kalikapur common number 40, within the local limit of patharghata gram Panchayat comma in the district North 24 parganas to the said Bengal Constructions Private Limited and Blue Disha Developers Private Limited by the strength of a registered deed of conveyance registered on 28.02.2015 registered in the office of the additional registrar of assurance to Kolkata and recorded in book number 1 volume number 1902 2-2 2015 pages 2439 4-2 4420 being did number 19020 6189 for the year 2015.
- 10. The said Nikhil Mitra @ Nikhil Chandra Mitra sold transferred and conveyed his recorded ownership of land measuring 9 decimals more or less, being on divided one-third share in the aforesaid total land measure in 26

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decimals more or less to the said Bengal constructions private limited and Blue Disha developers private limited by the strength a registered deed of conveyance registered on 28.02.2015 registered in the office of the additional registrar of assurance to Kolkata and recorded in book number 1 volume number 190 to dash 2015 pages 4603 9-4 6063 being did number 19020 7476 for the year 2015.

bearing Deed number 19020 6163 for the year 2015 Deed number 190 206 189 for the year 2015 and Deed number 19020 7476 for the year 2015, the said Bengal constructions private limited and Blue Disha developers private limited became the absolute joint owners of the aforementioned total demarcated plot off Dangal and measuring 26 decimals more or less within the local limit of patharkhata gram panchayat, in the district North 24 parganas pin 700136, in the state of West Bengal and the said total plot of land is more fully described in the first schedule hereunderwritten and each of the company having possessed undivided 50% share in the said total property.

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12.After purchasing the aforesaid property former the said Bengal constructions private limited and blue the developers private limited duly recorded their names in the record of the settlement.

13. The Seth Bengal constructions private limited sold transferred and

confident it's undivided 50% share in the aforesaid total plot of land

measuring 26 decimals more or less, that is land measuring 13 decimals be

the same a little moral list by the strength over registered deed of

conveyance, registered on 12 2019, registered in the office of the

adsrRajarhat new town and recorded in the book number 1 volume number

1523 – 2019 comic pages 5378 8-5 3819 comma being did number 15 to 30

1187 for the year 2019.

14.On the basis of the aforementioned registered deed of conveyance the said

M N Developers one of the present owners here in became absolute owner

of all that piece and parcel of undivided 50% share in the aforesaid total

plot of land measuring 26 decimals more or less that is land measuring 13

decimals to be same a little more or less in the number one 276 in the

district North 24 parganas pin 700136 West Bengal.

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- 15.After having absolute ownership over the aforesaid property the said M NDevelopers duly recorded its names in the record of the settlement in L R Settlement in L R Khatian number 3315.
- 16.Thesaid MN developers duly applied before concerned officer of BL&LRO Rajarhat for conversion of the nature of the said land comprised in rs LR dag number 114 to from "danga" to "bastu" and the learned BL&LRO Rajarhat converted the said land in rs LR dag number 114 to from "danga" to "bastu" to vide memo number c o n 1166 b l l r o r a j 19 dated 22-7-2019 under conversion case number CA in 2019 1507 1095.
- 17.The said blue Disha developers private limited sold transferred and conveyed its undivided 50% share in the aforesaid total plot off Dangal and measuring 26 decimals more or less that is land measuring 13 decimals more or less in CS that number 1276 221 Mohammad AzharuddinMondal, Mohammed Abdul Halim Mondal and Mohammad Salim Mondal one of the present owners hearing by the strength of our registered deed of conveyance registered on 12 2019 registered in the office of the adsrRajarhat new town and recorded in book number 1 volume number 152 3-2 2019 former pages 53900 53 936 being did number 15 to 30 1188 for the year 2019.

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18.On the basis of the aforementioned registered deed of conveyance bearing

did number 15 to 30 1188 for the year 2019, the said Mohammad

AzharuddinMondal korma Mohammed Abdul Halim Mondal and

Mohammad Salim Mondal, one of the present owners hearing became the

absolute joint owners of all that peace and personal of undivided 50% share

in the aforesaid total plot of land measuring 26 decimals more or less that

is land measuring 13 decimals more or less in in North 24 parganas West

Bengal.

19. After having absolute joint ownership over the aforesaid property that said

Mohammad AzharuddinMondal, Mohammed Abdul Halim Mondal and

Mohammad Salim Mondal duly recorded their names in the record of the

settlement being a lot number, 3312, 3313, 3314 respectively.

20. The said Mohammad AzharuddinMondal, Mohammed Abdul Halim Mondal

and Mohammad Salim Mondal duly applied before concerned office of the

BL&LRO, Rajarhat for conversion of the nature of the said land comprised in

rsAadhaar number 1142 from "danga" to "bastu" to and the Learned BL&LRO,

Rajarhat converted the said land in rs the number 114 to from "danga" to "bastu"

to in favour of the said owners.

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21. Thus on the basis of the aforementioned to registered deed of conveyance deed number 15 to 30 1187 for the year 2019 and did number 15 to 30 1188 for the year 2019 and after amalgamating their property, the said M NDevelopers Mohammad AzharuddinMondal, Mohammed Abdul Halim Mondal and Mohammad Salim Mondal, landowners herein became the absolute joint owners of all that piece and parcel of a demarcated plot of vacant bastu land measuring 26 decimals be the same a little more or less lying and situated at maujakalikapurnew town within the local limit of patharghata gram panchayat in district North 24 parganas in the state of West Bengal and the said total plot of land is more fully described in the First schedule here in under written.

22. The saidM NDevelopers Mohammad AzharuddinMondal, Mohammed Abdul Halim Mondal and Mohammad Salim Mondal, landowners herein jointly expressed their desire to develop the aforesaid total plot of land measuring 26 decimals be the same a little more or less by constructing a multi storeyed building thereonand the present developer have accepted the said proposal and the present land owners have decided to enter into the entered into a development agreement with the developers herein for the land mentioned in the First Schedule and as such a development agreement was recorded The vendors having decided to develop the said premises by construction of a building

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23. In order to develop the said premises and ought to construct the building their own as per the sanction plan of the Kolkata municipal corporation and agreement was made between the vendors and the builders dated referred to as the development agreement.

24. By the said development agreement the builder the party of the third part agreed to construct the building on the demarcated portion of the said premises measuring.... fully mentioned in the said development agreement.

25. By the said development agreement the builder agreed and undertook and was there by authorised by the owners to approach and/or to procure persons or purchasers for his 55% share who would acquire on ownership basis units or flats and parking space for cars and the owners will procure persons or purchase for their 45% share in that building the builder will hand over the common amenities and the common conveniences relating thereto in a substantial and workmanlike manner and in conformity with the said sanction plan and with proper and

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suitable walls ceilings floors partitions staircases ropes fixtures and fittings and all conveniences and communities on the basis of own your own flat scheme for habitation and enjoyment of such units of flats in decent style to the owners for their share.

26. Neither the builder nor his purchasers will have any right title or interest claim or demand whatsoever against the owners and or on their right title and interest in the 45% of the portion of the owners.

27. The intending purchasers have inspected the said development agreement and also inspected the original documents including the title deed in respect of the said premises site sanctioned plan and satisfied himself as to the same and other details thereof.

28. In pursuance of the said development agreement the vendors and the builder entered into an agreement with the purchaser dated.... for the sale of the said flat number.... on the.... floor having a super built up area of..... square feet including one car parking space measuring.... square feet on the ground floor at the said building on plot number....... out of the builders share of 55% more particularly described in the second schedule at a consideration of rupees....... only as determined by the vendors and the builders with all rights and benefits in

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common parts the common conveniences relating thereto for the beneficial enjoyment of the said flat and the car parking space in conformity with the said sanction plan thereon bordered RED, free from all encumbrances but subject to the terms and conditions there in mentioned and hereinafter contained and it was there by further agreed that upon payment of the balance of the said consideration to the builder the vendors and the builder will enter into and execute these presents in favour of the purchasers.

Now this indenture witnesseth that:

1. In the premises aforesaid and in the backdrop of the facts as aforesaid the vendors in consideration of the sum of rupees...... only being good and lawful money of the union of India well and truly received by the builder from the purchaser at or before the execution of these presents the receipts where of the said builder doth hereby as also by the receipt here under written admit and acknowledge and over and from the same and every part they are of the vendors dothhereby acquit, release and discharge forever to the said purchaser of the said flat number.... on the said..... floor and one car parking space for one passenger car in the ground floor of the said building situated on the land measuring premises

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number..... within Kolkata municipal corporation ward numberpolice station.... district south 24 parganas the said vendors are hereby indefensibly, grant, convey, transfer, sale, assign and assure unto the purchaser all that the said flat number...... measuring super built up area...... square feet on the.... floor facing side building constructed on the land of the said premises number..... within the Kolkata municipal corporation ward number police station district south 24 parganas more and particularly described in the First schedule here on the written and delineated and bordered in REDcolour in the plan and annexed here to and herein before and hereinafter referred to as the said flat together with undivided proportionate had table impossible share or interest in the land or the ground of the said premises number within the Kolkata municipal corporation ward number police station district south 24 parganas mode and particularly described in the first schedule here and retain and delineated and bordered in RED in the plan and it's here to also and together with proportionate write in respect of the common passage areas facilities and amenities belonging there to free from all the encumbrances whatsoever and also together with the right of use of common areas in the said premises or apartment building more beneficial use of the site flat

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without causing of any disturbance and interference by the vendors for the builder and occupiers of other flat on the holders of any portion of the said building more particularly described in the third schedule here and retain or house were otherwise the said flat now at any time hereinbefore situated but it sounded called known number described and distinguished and also the ancient or other rights liberties privileges is mains and appurtenances whatsoever to the sale flat belonging aur otherwise pertaining aur usually held occupied or enjoyed otherwise or reputed to belong or be apartment there to and all the state right title or interest use trust property claim and demand whatsoever both at law and in equity of the vendors and the builder in to upon or in respect of the said flat hereby sold transferred granted on weight assigned and acid or expressed or intended to be and every part of their of 12 and to the use of the purchaser absolutely and forever free from all encumbrances whatsoever with easement and was she is meant right belonging thereto as a transferable is state of inheritance in free simple position and 2 and in favour of the sage 50 are subject to the restrictions to be observed by the purchaser as hereinafter appears in the schedule returned to have and to hold the said flat number on the floor and one car parking space in the ground floor of

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the building and the seat and divided proportionate indivisible share in the land of the said premises hereby granted convert transferred sold assigned and acid and or expressed or intended to be subject to the covenants obligations and stipulations herein after appearing.

- 2. The vendors doth hereby covenant with the purchasers as follows:
- A. The vendors are now lawfully rightfully and absolutely seized and possessed of and or otherwise well and sufficiently entitled to deal with the said flat together with the properties apartment or expressed intended so to be and every part they are up for a perfect and indefeasible transferable a state of inheritance without any manner or condition or trust or any other think whatsoever not contemplated by this presents so as to defeat encumber aur main quite the same and that notwithstanding any such act did matter or a thing the vendors have now right full power and absolute authority to sale grand transfer and convey the said flat and the proportionate undivided share or interest in the land or brown of the said premises and the right of use of common areas parts and the privileges and facilities hereby sold grant a transferred convert assigned and acid or expressed or intended so to be and to the use of the purchaser.

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- B. That the purchaser and their legal heirs shall and will at all times hereafter peacefully and quietly pauses and enjoy the said flat and every part thereof and the properties apartment to that too and receive the rents issues and profits they adopt together with the absolute right to transfer sale please give wheel on mortgage at 17 without any interruption claim and demand whatsoever from or by the vendors or by the builder or any person or persons having all of fully or equitably claims claiming any state right title and interest whatsoever from under or in trust of the vendors.
- C. That the vendors and all persons having or lawfully or equitably claiming any right title and interest whatsoever in the said flat or any part thereof or from under or in trust for the vendors shall and will from time to time and at all times here after at the request and costs of the purchase at execute or cause to be done and executed all such acts deeds and things whatsoever for further better and more perfectly assuring the said flat and every part thereof and the properties appurtenant thereto unto and to the use of the purchaser in the manner aforesaid as shall or may reasonably be required. That the vendors shall from time to time and at all times here after upon every reasonable request and at the cost of the purchaser at produce or cause to be produced to the purchaser or to his advocate or

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agents or at any time of hearing commission examination or otherwise as occasion shall require that deeds and documents mentioned and described herein from the vendors or the builder for the purpose of establishing the purchase title to the said flat and the said proportionate undivided share or interest in the land or ground at the said premises and the use of common areas and privileges and facilities hereby granted transferred covenant sold assigned and acid or expressed or intended so to be and every part they are of and also at the like request and costs delivered or cause to be delivered to the purchaser such attested or other copies of or extracts from the same documents of title as may be required and in the meantime unless prevented by the fire or other unavoidable accident or acts of God keep the same did and documents safe unobliterated and non-cancelled.

D. The vendors shall keep the purchaser free save harmless indemnify and keep indemnified from or against all encumbrances charges and equities whatsoever and the vendors shall at the cost of the purchase sign executive register and file all papers applications and or make declarations affidavits and writings and also to do some other acts deeds and things and thought feet which may be necessary for the purpose of formation or registrations

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of the association giving the purchaser a good and valid right title and

interest in respect of the said flat.

E. The purchaser shall henceforth be are all rate and taxes levied by any

statutory authority in respect of the said flat.

F. The vendors shall have paid or shall pay all the government rent for KMC

taxes towards the land or flat up to the date of handing over the flat to the

purchaser why is the purchasers commit to be a proportionate government

rent or KMC tax towards the land as well as all rate and taxes levied by any

statutory authority in respect of the said flat thereafter.

3. The vendors and the builder willcomplete the construction of the entire

Seth building according to the sanction plan duly sanctioned by the KMC

building sanction plan number...within the year 2024.

First schedule above referred to:

(Description of land and premises)

ALL THAT piece and parcel of ademarcated plot of vacant bastu land measuring 26

decimals to be the same a little more or less line and situated at Mauryakalikapur jail

number 40 racer number 143 2G number 10 hogonakalikata PS formerly Rajarhat

Newtown comprised in CS daag number 1276 rs LR dag number 1142 under

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rskhatiannumber 418 Ir41 number 33 12331 33314 and 3315 adsrRajarhat Newtown within the local limit of patharghata gram panchayat in the district North 24 pin 700136 in the state of West Bengal the total plot of land is butted and bounded as follows on the north part of Arya stark number 1142 on the south 20 feet wide public road on the east PWD on the west rs dag number 1146.

Second schedule above referred to:

(description of the flat hereby transferred)

all that self-contained flat being flat number...... on the........ floor of the said building having total super built up area of........ square feet more or less consisting ofdrawing room....Bedrooms...... toilet ...kitchen and one car parking in the ground floor at measuring...... square feet including share of the roof of the said building together with undivided proportionate share in the land measuring being municipal premises number...... within the limits of Kolkata municipal corporation police station ...district south 24 parganas ward number..... including common right of the rope common areas common passages and common facilities provided to the side building together with all easement rights are being the property is hereby sold and transferred by these present delineated and bordered with the colour RED in the plan annexed here to.

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