

CONVEYANCE

1. **Date:** _____
2. **Place:** Kolkata
3. **Parties:**
 - 3.1 **Jahirannecha Bibi *alias* Jahirannecha Bibi Mondal**, wife of Late Yunus Mondal *alias* Late Yunus Ali Mondal, residing at village Mahammadpur, Post Office Kadampukur, Police Station Newtown, Kolkata-700135, District North 24 Parganas. **[PAN AWBPJ6185F]**.
 - 3.2 **Layli Bibi *alias* Layla Bibi**, wife of Fajlurahaman, daughter of Late Yunus Mondal *alias* Late Yunus Ali Mondal, residing at village Mahammadpur,

Post Office Kadampukur, Police Station Newtown, Kolkata-700135, District North 24 Parganas. [PAN BQRPB9034K].

- 3.3 **Supiya Bibi**, wife of Ambar Ali, daughter of Late Yunus Mondal *alias* Late Yunus Ali Mondal, residing at village Mahammadpur, Post Office Kadampukur, Police Station Newtown, Kolkata-700135, District North 24 Parganas. [PAN BMUPB1882N].
- 3.4 **Nasima Bibi**, wife of Piyar Mahammad, daughter of Late Yunus Mondal *alias* Late Yunus Ali Mondal, residing at village Mahammadpur, Post Office Kadampukur, Police Station Newtown, Kolkata-700135, District North 24 Parganas.
- 3.5 **Rashama Bibi**, wife of Aynul Middey, daughter of Late Yunus Mondal *alias* Late Yunus Ali Mondal, residing at village Mahammadpur, Post Office Kadampukur, Police Station Newtown, Kolkata-700135, District North 24 Parganas. [PAN BYYPB0899M].
- 3.6 **Monowara Bibi**, wife of Late Sawkat Mondal *allies* Sawgat Ali Mondal, residing at village Mahammadpur, Post Office Kadampukur, Police Station Newtown, Kolkata-700 135, District North 24 Parganas. [PAN BPVPB4562D]
- 3.7 **Asanur Rahaman**, son of Late Sawkat Mondal *allies* Sawgat Ali Mondal, residing at village Mahammadpur, Post Office Kadampukur, Police Station Newtown, Kolkata-700 135, District North 24 Parganas. [PAN BWVPR9884F],
- 3.8 **Bilkis Khatun**, daughter of Late Sawkat Mondal *allies* Sawgat Ali Mondal, residing at village Mahammadpur, Post Office Kadampukur, Police Station Newtown, Kolkata-700 135, District North 24 Parganas, being a minor represented by her mother and natural guardian **Monowara Bibi**, wife of Late Sawkat Mondal *allies* Sawgat Ali Mondal, residing at village Mahammadpur, Post Office Kadampukur, Police Station Newtown, Kolkata-700 135, District North 24 Parganas.
- 3.9 **Mahina Bibi** *allies* **Mahina Bibi Molla**, wife of Jalaluddin Molla, daughter of Late Manajat Mondal, residing at village Mahammadpur, Post Office Kadampukur, Police Station Newtown, Kolkata-700135, District North 24 Parganas.
- 3.10 **Azizul Hossain Mondal**, son of Fazlur Rahaman, by faith Muslim, by occupation – Business, residing at Atghara, Police Station Baguiati, Post Office R-Gopalpur, Kolkata - 700136. [PAN AVLPM7605H].
- 3.11 **Nazir Hossain Mondal**, son of Fazlur Rahaman, by faith Muslim, by occupation – Business, residing at Atghara, Police Station Baguiati, Post Office R-Gopalpur, Kolkata - 700136. [PAN AJLPM3771C].

- 3.12 **Sabir Hossain Mondal**, son of Fazlur Rahaman, by faith Muslim, by occupation – Business, residing at Atghara, Police Station Baguiati, Post Office R-Gopalpur, Kolkata - 700136. [PAN **AJWPM6871A**].
- 3.13 **Kachimon Bibi**, wife of Late Abdul Aziz Mandal *alias* Late Aajij Mondal *alias* Late Aziz Molla, residing at village Mahammadpur, Post Office Kadampukur, Police Station Newtown, Kolkata-700135, District North 24 Parganas. [Election ID - WB/20/091/621634].
- 3.14 **Rafikul Islam Mandal** *alias* **Rafikul Isalam Molla** *alias* **Rafiqul Islam** son of Late Abdul Aziz Mandal *alias* Late Aajij Mondal *alias* Late Aziz Molla, residing at village Mahammadpur, Post Office Kadampukur, Police Station Newtown, Kolkata-700135, District North 24 Parganas. [PAN **AAVPI5835Q**].
- 3.15 **Sabirul Islam** *alias* **Sabirul Islam Mandal**, son of Late Abdul Aziz Mandal *alias* Late Abdul Aziz Mondal *alias* Late Abdul Aziz, residing at village Mahammadpur, Post Office Kadampukur, Police Station Newtown, Kolkata-700135, District North 24 Parganas. [PAN **AAVPI1297E**].
- 3.16 **Jahiruddin Molla** *alias* **Jahiruddin**, son of Late Abubakkar Mondal *alias* Late Abubakkar Molla, residing at village Mahammadpur, Post Office Kadampukur, Police Station Newtown, Kolkata-700135, District North 24 Parganas. [PAN **BXXPM3985P**].
- 3.17 **Answaruddin Ahmed** *alias* **Md. Answaruddin Ahmed**, son of Late Abu Bakkar Molla *alias* Late Abu Bakkar Mondal, residing at village Mahammadpur, Post Office Kadampukur, Police Station Newtown, Kolkata-700135, District North 24 Parganas. [PAN **AGZPA2768A**].
- 3.18 **Jalal Uddin Ahamed** *alias* **Jalaluddin Molla** *alias* **Jalaluddin Ahamed**, son of Late Abu Bakkar Molla *alias* Late Abubakkar Molla *alias* Late Abu Bakkar Mondal, residing at village Mahammadpur, Post Office Kadampukur, Police Station Newtown, Kolkata-700135, District North 24 Parganas. [PAN **AZJPA3413B**].
(collectively **Owners**, includes successor-in-interest and assigns)

And

- 3.19 **Realtech Nirman Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at T-68, Tegharia Main Road, Kolkata-700157 [PAN **AADCR6464K**], represented by its directors namely, (1) **Shishir Gupta**, son of Late Shree Bhagwan Gupta, of T-68, Tegharia Main Road, Post Office Hatiara, Police Station Baguiati, Kolkata-700157 and (2) **Sk. Nasir**, son of Late Sheikh Rashid, of T-68, Tegharia Main Road, Post Office Hatiara, Police Station Baguiati, Kolkata-700157.
(**Developer**, includes successors-in-interest)

And

3.20 _____ s/w/d of _____
by nationality Indian, by faith _____, by occupation _____,
residing at _____, Post office
_____, Police Station _____, District
_____, PIN _____ [PAN _____]

3.21 _____ s/w/d of _____
by nationality Indian, by faith _____, by occupation _____,
residing at _____, Post office
_____, Police Station _____, District
_____, PIN _____ [PAN _____]
(collectively **Buyers** include successors-in-interest).

Owners and Developer collectively **Sellers**.

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

NOW THIS CONVEYANCE WITNESSES AS FOLLOWS:

4. Subject Matter of Conveyance

4.1.1 **Said Unit:** Residential Unit No. _____, on the _____ floor, having carpet area measuring about _____ (_____) square feet and corresponding super built-up area of _____ (_____) square feet, more or less, in the Block _____ (**Said Block**), described in **Part-I** of the **6th Schedule** below (**Said Unit**), in the complex named "**CurioCity Classic**" (**Said Complex**), at Chakpachuria-Mohammadpur, Post Office – Kadampukur, Police Station Newtown-Rajarhat, District North 24 Parganas, Kolkata - 700135, within the limits of Patharghata Gram Panchayat and Rajarhat Bishupur 2 No. Gram Panchayat, morefully described in **Part-I** of the **1st Schedule** below (**Said Property**).

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

- 4.3 **Land Share:** Undivided, impartible, proportionate and variable share in the land comprised in the Said Property as is attributable to the Said Unit (**Land Share**). The Land Share is/shall be derived by taking into consideration the proportion which the carpet area of the Said Unit and Garage bears to the total carpet area of the Said Block.
- 4.4 **Share In Common Portions:** Undivided, impartible, proportionate and variable share and/or interest in the common areas, amenities and facilities of the Said Block as is attributable to the Said Unit (**Share In Common Portions**), the said common areas, amenities and facilities being described in the 2nd **Schedule** below (collectively **Common Portions**). The Share In Common Portions is/shall be derived by taking into consideration the proportion which the carpet area of the Said Unit bears to the total carpet area of the Said Block.
- 4.5 **Easement Rights over Complex Common Portions:** Right of easement on facilities and amenities which may be provided by the Sellers for common benefit and utilization of all or specified portions of the Said Complex, described in 4th **Schedule** below (collectively **Complex Common Portions**). *It is clarified that the Complex Common Portions shall always be and remain subject to change and modification, as be deemed fit and necessary by the Sellers, to accommodate their future plans regarding the Said Complex and the Buyers hereby accepts the same and shall not, under any circumstances, raise any objection or hindrance thereto.*
- 4.6 The Said Unit, the Land Share, the Garage (if any), the Share In Common Portions and the Easement Rights over Complex Common Portions collectively described in **Part-III** of the 6th **Schedule** below (collectively **Said Unit And Appurtenances**).

5. Background

- 5.1 **Ownership of Monajat Ali Mondal:** Monajat Ali Mondal, was the recorded owner of land measuring 79 (seventy nine) decimals, comprised in R.S./L.R. *Dag* No. 93 in recorded in R. S. *Khatian* No. 639 corresponding to Khatian No. 1378, in *Mouza* Chakpachuria, J. L. No. 33, Police Station New Town (formerly Rajarhat), within the limits of Patharghata *Gram Panchayat*, Sub-Registrar Bidhannagar (Salt Lake City), District North 24 Parganas, along with various other properties. (**Mother Property**).
- 5.2 **Sale to Yunus Ali Mondal and Sawkat Mondal *alias* Sawgat Ali Mondal:** By a Bengali *Kobala* (Deed of Sale) dated 27th February, 1990 and registered in the Office of Additional District Sub-Registrar, Bidhannagar (Salt Lake City), in Book No. I, Volume No. 29, at Pages 153 to 160, being Deed No. 1351 for the year 1990, Monajat Ali Mondal transferred the entire Mother Property to Yunus Ali Mondal and Sawkat Mondal *alias* Sawgat Ali Mondal.

- 5.3 **Mutation by Yunus Ali Mondal and Sawkat Mondal *alias* Sawgat Ali Mondal:** Yunus Ali Mondal and Sawkat Mondal *alias* Sawgat Ali Mondal duly mutated their names as owners of the Mother Property, against their respective shares in the records of the Land Revenue Settlement vide L.R. *Khatian* Nos. 250 and 1656 (**Yunus- Sawkat's Joint Property**).
- 5.4 **Sale to Azizul Hossain Mondal and others:** By a Bengali *Kobala* (Deed of Sale) dated 10th January, 2011, registered in the Office of Additional District Sub-Registrar Bidhannagar (Salt Lake City), in Book No. I, CD Volume No. 1, at Pages 4465 to 4477, being Deed No. 0190 for the year 2011, Yunus Ali Mondal and Sawkat Mondal *alias* Sawgat Ali Mondal jointly sold conveyed and transferred land measuring measuring 16 (sixteen) decimals out of Yunus-Sawkat's Joint Property to Azizul Hossain Mondal, Anowar Hossain Mondal, Nazir Hossain Mondal, Sabir Hossain Mondal and Nasir Hossain Mondal (*since deceased*) for the consideration mentioned therein. (**Azizul & other's Property**).
- 5.5 **Mutation by Azizul Hossain Mondal and others:** Azizul Hossain Mondal, Anowar Hossain Mondal, Nazir Hossain Mondal, Sabir Hossain Mondal and Nasir Hossain Mondal, duly mutated their names as owners of the Azizul & other's Property, against their respective shares in the records of the Land Revenue Settlement vide L. R. *Khatian* Nos. 3014, 3012, 3016, 3013, 3015 respectively.
- 5.6 **Ownership of Yunus Mondal *alias* Yunus Ali Mondal:** Yunus Mondal *alias* Yunus Ali Mondal was the recorded owner of undivided $\frac{1}{2}$ share, being land measuring 31.50 (thirty one point five zero) decimal more or less, out of balance portion of Yunus-Sawkat's Joint Property, comprised in R.S./L.R. *Dag* No. 93, recorded in L.R. *Khatian* No. 250, *Mouza* Chakpachuria, J. L. No. 33, Police Station Newtown (formerly Rajarhat), District North 24 Parganas (**Yunus's Property**).
- 5.7 **Demise of Yunus Mondal *alias* Yunus Ali Mondal:** Yunus Mondal *alias* Yunus Ali Mondal, died on 10th December 2012, leaving behind him surviving his wife, Jhirnnechha Bibi (Owner No. 3.1 herein), 4 (four) daughters, namely, Layli Bibi *alias* Layla Bibi (Owner No. 3.2 herein), Supiya Bibi (Owner No. 3.3 herein), Nasima Bibi (Owner No. 3.4 herein) and Reshma Bibi (Owner No. 3.5 herein), 1(one) brother, Sawkat Mondal *alias* Sawgat Ali Mondal, 3 (three) sisters, namely, Sufia Bibi, Ruduna Bibi and Mahina Bibi Molla (Owner No. 3.9 herein) [collectively **Legal Heirs of Yunus Ali Mondal**] as his surviving legal heirs and heiresses, all of whom jointly inherited the right, title and interest of the entirety of Yunus's Property, as per the Muslim law of inheritance.
- 5.8 **Ownership of Legal Heirs of Yunus Mondal *alias* Yunus Ali Mondal:** Jhirnnechha Bibi, Layli Bibi, Supiya Bibi, Nasima Bibi, Reshma Bibi, Sawkat Mondal *allies* Sawgat Ali Mondal, Sufia Bibi, Ruduna Bibi and Mahina Bibi Molla, all being the Legal Heirs of Yunus Ali Mondal, inherited the right, title and interest of Yunus Ali Mondal in Yunus's

Property, as per the Certificate of *Farayez* dated 17th March 2015 issued by Md Azizul Haque, *Naib Kazi*, each of them having their respective shares therein. The details of each share of Legal Heirs of Yunus Mondal *alias* Yunus Ali Mondal are given hereby.

Names of Legal Heirs of Yunus Mondal <i>alias</i> Yunus Ali Mondal	Share in Yunus's Property	Quantum of Land (<i>in decimal</i>)
Jhirnnechha Bibi	498.418	3.9375
Layli Bibi	664.557	5.2500
Supriya Bibi	664.557	5.2500
Nasima Bibi	664.557	5.2500
Reshma Bibi	664.557	5.2500
Sawkat Mondal <i>allies</i> Sawgat Ali Mondal	332.278	2.6250
Sufia Bibi	166.139	1.3125
Ruduna Bibi	166.139	1.3125
Mahina Bibi	166.139	1.3125

- 5.9 **Ownership of Sawkat Mondal allies Sawgat Ali Mondal:** Sawkat Mondal *alias* Sawgat Ali Mondal was the recorded owner of undivided $\frac{1}{2}$ share, being land measuring 31.50 (thirty one point five zero) decimal more or less, out of balance portion of Yunus-Sawkat's Joint Property, comprised in R.S./L.R. *Dag* No. 93, recorded in L.R. *Khatian* No. 1656, *Mouza* Chakpachuria, J. L. No. 33, Police Station Newtown (formerly Rajarhat), District North 24 Parganas (**Sawkat's Property**).
- 5.10 **Demise of Sawkat Mondal allies Sawgat Ali Mondal:** Sawkat Mondal *alias* Sawgat Ali Mondal, died on 10th November, 2014, leaving behind him surviving his wife, Monowara Bibi (Owner No. 3.6 herein), 1(one) son, Asanur Rahaman (Owner No. 3.7 herein) and 1 (one) daughter, namely, Bilkis Khatun (Owner No. 3.8 herein) [collectively **Legal Heirs of Sawkat Mondal allies Sawgat Ali Mondal**] as his surviving legal heirs and heiresses, all of whom jointly inherited the right, title and interest of the entirety of Sawkat's Property and Sawkat Mondal *alias* Sawgat Ali Mondal share in the Yunus's Property, particularly mentioned in the table above, as per the Muslim law of inheritance.
- 5.11 **Ownership of Legal Heirs of Sawkat Mondal allies Sawgat Ali Mondal:** Monowara Bibi, Asanur Rahaman and Bilkis Khatun, inherited the right, title and interest of Sawkat Mondal *alias* Sawgat Ali Mondal in Sawkat's Property and Sawkat Mondal *alias* Sawgat Ali Mondal share in the Yunus's Property, as per the Certificate of *Farayez* dated 17th March 2015 issued by Md Azizul Haque, *Naib Kazi*, each of them having their respective shares therein. The details of each share of Legal Heirs of Sawkat Mondal *alias* Sawgat Ali Mondal are given hereby.

Names of Legal Heirs of Sawkat Mondal allies Sawgat Ali Mondal	Share in Sawkat's Property and Sawkat share in the Yunus's Property	Quantum of Land (<i>in decimal</i>)
Monowara Bibi	656.251	4.2656
Asanur Rahaman	3062.506	19.9063
Bilkis Khatun	1531.253	9.9531

- 5.12 **Ownership of Raduna Bibi:** Raduna Bibi has become the owner of undivided share, being land measuring 1.3125 (one point three one two five) decimal more or less, out of the Yunus's Property, comprised in R.S./L.R. *Dag* No. 93, recorded in L.R. *Khatian* No. 250, *Mouza* Chakpachuria, J. L. No. 33, Police Station Newtown (formerly Rajarhat), District North 24 Parganas (**Raduna Share in Yunus's Property**).
- 5.13 **Demise of Raduna Bibi:** Raduna Bibi, died on 12th January, 2015, leaving behind her surviving her Husband, Md. Ismail (Since deceased), 3(three) sons, Maidul Islam *alias* Mohidul Islam, Aidula Isalama *alias* Ohidul Islam, Monirul Islam *alias* Manirul Islam and 1 (one) daughter, namely, Rangina Bibi [collectively **Legal Heirs of Raduna Bibi**] as her surviving legal heirs and heiresses, all of whom jointly inherited the right, title and interest of the Raduna Bibi share in the Yunus's Property, particularly mentioned in the table above, as per the Muslim law of inheritance.
- 5.14 **Demise of Md. Ismail:** Md. Ismail, died on 14th February, 2015, leaving behind her surviving her 3(three) sons, Maidul Islam *alias* Mohidul Islam, Aidula Isalama *alias* Ohidul Islam, Monirul Islam *alias* Manirul Islam and 1 (one) daughter, namely, Rangina Bibi [collectively **Legal Heirs of Md. Ismail**] as his surviving legal heirs and heiresses, all of whom jointly inherited the right, title and interest of the Md. Ismail share in the Raduna Bibi's portion out of Yunus's Property, as per the Muslim law of inheritance.
- 5.15 **Sale by the Legal Heirs of Raduna Bibi:** By a Deed of Sale, dated 30th June, 2015, registered in the Office of Additional District Sub-Registrar Rajarhat, in Book No. I, CD Volume No. 1523-2015, at Pages 39470 to 39492, being Deed No. 152307344 for the year 2015, Maidul Islam *alias* Mohidul Islam, Aidula Isalama *alias* Ohidul Islam, Monirul Islam *alias* Manirul Islam, Rangina Bibi jointly sold conveyed and transferred land measuring 1.3125 (one point three one two five) decimal, more or less, out of 79 (seventy nine) decimal, comprised in R.S./L.R. *Dag* No. 93, recorded in L. R. *Khatian* No. 250, *Mouza* Chakpachuria, J.L. No. 33, Police Station New Town, within the limits of Patharghata Gram Panchayat, Additional District Sub-Registration District Rajarhat, District North 24 Parganas to Asanur Rahaman

(Owner No. 3.1 herein) for the consideration mentioned therein. **(Asanur's Property).**

- 5.16 **Demise of Nasir Hossain Mondal:** Nasir Hossain Mondal, died as a bachelor leaving *intestate*, behind him surviving his mother Sufia Bibi *alias* Sakina Bibi, 4 (four) brothers, Azizul Hossain Mondal (Owner No. 3.10 herein), Nazir Hossain Mondal (Owner No. 3.11 herein), Sabir Hossain Mondal (Owner No. 3.12 herein), Anowar Hossain Mondal and 2 (two) sisters, namely, Rosonara Bibi and Morjina Bibi [collectively **Legal Heirs of Nasir Hossain Mondal**] as his surviving legal heirs and heiresses, all of whom jointly inherited the right, title and interest of the entirety of Nasir Hossain Mondal in the Azizul & other's Property, as per the Muslim law of inheritance.
- 5.17 **Demise of Sufia Bibi *alias* Sakina Bibi:** Sufia Bibi *alias* Sakina Bibi, died intestate leaving behind her surviving her 4 (four) sons, Azizul Hossain Mondal, Nazir Hossain Mondal, Sabir Hossain Mondal, Anowar Hossain Mondal and 2 (two) daughters, namely, Rosonara Bibi and Morjina Bibi [collectively **Legal Heirs of Sufia Bibi *alias* Sakina Bibi**] as her surviving legal heirs and heiresses, all of whom jointly inherited the right, title and interest of the entire of Sufiya Bibi's Share in the Nasir Hossain Mondal's share in the Azizul & other's Property and Sufiya Bibi's Share in the Yunus's Property, particularly mentioned in the table above, as per the Muslim law of inheritance.
- 5.18 **Absolute Ownership of Azizul Hossain Mondal & others:** Azizul Hossain Mondal, Nazir Hossain Mondal, Sabir Hossain Mondal, Anowar Hossain Mondal, Rosonara Bibi and Morjina Bibi, inherited the right, title and interest of entire Nasir Hossain Mondal's share in the Azizul & other's Property and entire Sufiya Bibi's Share in the Nasir's Property and Yunus's Property, as per the Certificate of *Farayez* dated 17th March 2015 issued by Md Azizul Haque, *Naib Kazi*, each of them having their respective shares therein. The details of each share of Legal Heirs of Sufiya Bibi are given hereby.

Names of Owners	Own Share as per Purchased (in decimal)	Share of Sufia Bibi <i>alias</i> Sakina Bibi's in Yunus's Property (in decimal)	Share of in Nasir's Property (in decimal)	Quantum of Land (<i>in decimal</i>)
Azizul Hossain Mondal	6.0	0.26250	0.50	6.76250
Nazir Hossain Mondal	2.5	0.26250	0.50	3.26250
Sabir Hossain				3.26250

Mondal	2.5	0.26250	0.50	
Anowar Hossain Mondal	2.5	0.26250	0.50	3.26250
Rosonara Bibi	-	0.13125	0.25	0.38125
Morjina Bibi	-	0.13125	0.25	0.38125

- 5.19 **Gift to Azizul Hossain Mondal:** By a Deed of Gift dated 19th March, 2015 and registered in the Office of DSR-II, Barasat in Book No. I, Volume No. 2, at Pages 6936 to 6952, being Deed No. 0957 for the year 2015 Anowar Hossain Mondal, Rosonara Bibi and Morjina Bibi gifted their entire share of property mentioned above to their brother Azizul Hossain Mondal (Owner No.3.10 herein). **(First Property)**
- 5.20 **Ownership of Akkaj Ali Mondal:** Akkaj Ali Mondal, was the recorded owner of (1) land measuring 29 (twenty nine) decimal, being 50% share out of 58 (fifty eight) decimal, comprised in R.S./L.R. *Dag* No. 1204 in recorded R.S. Khatian No. 13, in *Mouza* Mahammadpur, J. L. No. 32, Police Station Rajarhat, within the limits of Rajarhat Bishnupur 2 No *Gram Panchayat*, Sub Registrar Cossipur Dum Dum, District North 24 Parganas. **(Akkaj's Property)**.
- 5.21 **Ownership of Abdul Hamid Mandal & Ors.:** By a Bengali *Hebanama* (Gift Deed) dated 29th June, 1965, registered in the Office of Sub- Registrar Cossipur Dum Dum, in Book No. I, Volume No. 86, at Pages 192 to 195, being Deed No. 5909 for the year 1965, Akkaj Ali Mondal gifted the entire Akkaj's Property, being (1) land measuring 29 (twenty nine) decimal and to his three sons namely, Abdul Hamid Mandal, Riajuddin Mandal and Abdul Aziz Mandal *alias* Aajij Mondal *alias* Aziz Molla.
- 5.22 **Ownership of Rafikul Islam *alias* Rafikul Islam Mandal & Another:** By 2 (two) Deeds of Settlement (1) dated 12th February, 1985, registered in the Office of the Sub Registrar Bidhannagar (Salt Lake City), in Book No. I, Volume No. 20F, at Pages 275 to 284, being Deed No. 1020 for the year 1985, Riajuddin Mandal transferred his entire 1/3rd in the Akkaj's Property to Rafikul Islam Mandal *alias* Rafikul Isalam Molla *alias* Rafiqul Islam and Sabirul Islam *alias* Sabirul Islam Mandal **and** (2) dated 15th September, 1987 and registered in the Office of the District Registrar Barasat, North 24 Parganas, in Book No. I, Volume No. 83, at Pages 439 to 447, being Deed No. 2104 for the year 1987, Abdul Hamid Mandal transferred his entire 1/3rd in the Akkaj's Property to Rafikul Islam *alias* Rafikul Islam Mandal and Sabirul Islam *alias* Sabirul Islam Mandal.
- 5.23 **Demise of Abdul Aziz Mandal *alias* Aajij Mondal *alias* Aziz Molla:** Abdul Aziz Mandal *alias* Aajij Mondal *alias* Aziz Molla, died on 22nd July, 1978, leaving behind him surviving his wife, Kachimon Bibi, and 2 (two) sons, namely, Rafikul Islam Mandal *alias* Rafikul Isalam Molla *alias* Rafiqul

Islam and Sabirul Islam *alias* Sabirul Islam Mandal [collectively **Legal Heirs of Abdul Aziz Mandal**] as his surviving legal heirs and heiresses, all of whom jointly inherited the right, title and interest of the entire share of the Abdul Aziz Mandal in the Akkaj's Property, as per the Muslim law of inheritance.

- 5.24 **Mutation:** Rafikul Islam Mandal *alias* Rafikul Isalam Molla *alias* Rafikul Islam and Sabirul Islam *alias* Sabirul Islam Mandal and Kachimon Bibi, duly mutated their names as owner in respect of Akkaj's Property, in the records of the Land Revenue Settlement vide L.R. *Khatian* Nos. 1049, 1275 and 359 respectively. (**First part of Said Property**)
- 5.25 **Ownership of Kachimon Bibi and others:** In the above mentioned circumstances, the Rafikul Islam Mandal *alias* Rafikul Isalam Molla *alias* Rafikul Islam and Sabirul Islam *alias* Sabirul Islam Mandal and Kachimon Bibi have become the joint, absolute and undisputed owners of the First part of Said Property.
- 5.26 **Ownership of Raich Uddin Mondal:** Raich Uddin Mondal, was the recorded owner of (1) land measuring 29 (twenty nine) decimal, being 50% share out of 58 (fifty eight) decimal, comprised in R.S./L.R. *Dag* No. 1204 in recorded R.S. *Khatian* No. 567 out of 25 (twenty five) decimal, comprised in R.S./L.R. *Dag* No. 1237 in recorded R.S. *Khatian* No. 566, in *Mouza* Mahammadpur, J. L. No. 32, Police Station Rajarhat, within the limits of Rajarhat Bishnupur 2 No *Gram Panchayat*, Sub Registrar Cossipur Dum Dum, District North 24 Parganas. (**Raich Uddin's Property**).
- 5.27 **Sale to Abu Bakkar Mandal:** By a Bengali *Kobala* (Deed of Sale) dated 26th October 1970, registered in the Office of Sub-Registrar Cossipur Dum Dum, in Book No. I, CD Volume No. 102, at Pages 139 to 146, being Deed No. 6717 for the year 1970, Raich Uddin Mondal sold conveyed and transferred the entire Raich Uddin's Property, being (1) land measuring 29 (twenty nine) decimal and to Abu Bakkar Molla *alias* Abubakkar Molla *alias* Abu Bakkar Mandal (**Abu Bakkar's Property**).
- 5.28 **Demise of Abu Bakkar Mandal:** Abu Bakkar Mandal, died on 5th September, 2011, leaving behind him surviving his wife, Sabiran Bibi, and 3 (three) sons, namely, Answaruddin Ahmed *alias* Md. Answaruddin Ahmed (Owner No. 3.20 herein), Jalal Uddin Ahamed *alias* Jalaluddin Molla *alias* Jalaluddin Ahamed (Owner No. 3.21 herein) and Jahiruddin Molla *alias* Jahiruddin (Owner No. 3.19 herein) [collectively **Legal Heirs of Abu Bakkar Mandal**] as his surviving legal heirs and heiresses, all of whom jointly inherited the right, title and interest of the entirety of Abu Bakkar's Property, as per the Muslim law of inheritance.
- 5.29 **Demise of Sabiran Bibi:** Sabiran Bibi, died on 27th April, 2005, leaving behind her surviving her 3 (three) sons, namely, Answaruddin Ahmed

alias Md. Anwaruddin Ahmed, Jalal Uddin Ahamed *alias* Jalaluddin Molla *alias* Jalaluddin Ahamed and Jahiruddin Molla *alias* Jahiruddin [collectively **Legal Heirs of Sabiran Bibi**] as his surviving legal heirs and heiresses, all of whom jointly inherited the right, title and interest of the entirety share of Sabina Bibi in the Abu Bakkar's Property, as per the Muslim law of inheritance.

- 5.30 **Mutation:** Anwaruddin Ahmed *alias* Md. Anwaruddin Ahmed, Jalal Uddin Ahamed *alias* Jalaluddin Molla *alias* Jalaluddin Ahamed and Jahiruddin Molla *alias* Jahiruddin, duly mutated their names as owner in respect of Akkaj's Property, in the records of the Land Revenue Settlement vide L.R. *Khatian* Nos. 2318, 2319 and 1972 respectively (**Second Part of Said Property**).
- 5.31 **Ownership of Anwaruddin Ahmed and others:** In the above mentioned circumstances, the Anwaruddin Ahmed *alias* Md. Anwaruddin Ahmed, Jalal Uddin Ahamed *alias* Jalaluddin Molla *alias* Jalaluddin Ahamed and Jahiruddin Molla *alias* Jahiruddin have become the joint, absolute and undisputed owners of the Second part of Said Property. (**Second Property**)
- 5.32 **Title of the Owners:** In the abovementioned circumstances, the Owners have acquired joint right, title and interest of the **Said Property**, free from all encumbrances.
- 5.33 **Development Agreements:** With the intention of developing and commercially exploiting their respective land by constructing Said Complex thereon and selling the Flats and other covered 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.	Jahirannecha Bibi & Ors	19 th March, 2015	A.D.S.R, Rajarhat	I	7	2383 to 2416	3509 of 2015
2.	Azizul Hossain Mondal and Others	28 th May, 2015	A.D.S.R, Rajarhat	I	1523 - 2015	5771 to 5808	152306060 of 2015
3.	Mahina Bibi	11 th September, 2015	A.D.S.R, Rajarhat	I	1523 - 2015	120564 to 120596	152310179 of 2015
4.	Asanur Rahaman	28 th September, 2015	A.D.S.R, Rajarhat	I	1523 - 2015	178410 to 178442	152312058 for 2015
5.	Kachimon Bibi and Others	27 th February, 2017	A.D.S.R, Rajarhat	I	1523 - 2017	43509 to 43546	152301420 for 2017

5.34 **Power of Attorney:** By various registered Power of Attorney, the Owners appointed Shishir Gupta and Sk. Nasir as their lawful attorney and empowered them to do all acts, things and deeds in relation to develop the entire land by constructing the Said Complex and to sell various saleable areas comprised in the Said 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.	Jahirannecha Bibi & Ors	19 th March, 2015	A.D.S.R, Rajarhat	I	7	2472 to 2488	3510 of 2015
2.	Azizul Hossain Mondal and Others	17 th June, 2015	A.D.S.R, Rajarhat	I	1523 - 2015	24915 to 24932	152306784 of 2015
3.	Mahina Bibi	14 th September, 2015	A.D.S.R, Rajarhat	IV	1523 - 2015	4556 to 4572	152300762 for 2015
4.	Asanur Rahaman	30 th September, 2015	A.D.S.R, Rajarhat	I	1523 - 2015	177797 to 4572	152312072 for 2015
5.	Kachimon Bibi and Others	27 th February, 2017	A.D.S.R, Rajarhat	I	1523 - 2017	43377 to 43397	152301429 for 2017

- 5.35 **Sanctioned Plans:** Pursuant to the Development Agreements, for construction of the Said Complex, the Developer has got an approval of building plan by the Executive Officer, North 24 Parganas, Zilla Parishad, vide memo no. 23/(N)ZP, dated 10/01/2019 and said building plan Sanctioned and Approved by the Executive Officer, Rajarhat Panchayat Samity, vide memo no. 2177/RPS, dated 11/03/2019 for construction of the Said Complex (Sanctioned Plans, which includes all sanctioned /permissible vertical/horizontal extensions and modifications made thereto, if any, from time to time)
- 5.36 **Allocation:** By mutual consent, certain Units in the Said Complex have been allocated to the Owners (collectively **Owners' Allocation**) and certain other Units in the Said Complex have been allocated to the Developer (collectively **Developer's Allocation**). In terms of the Development Agreements, the Developer have agreed to (1) partly buy the area out of the Owners' Allocation for the consideration mentioned therein and (2) allocate the balance area in the Said Complex to the respective Owners out of Owners' Allocation by providing Units in the Said Complex. It is to be further clarified here that the Developer has separate agreement whereby the Owners had permitted the Developer to sell certain portion from the Owners' Allocation (collectively **Additional Developer's Allocation**).
- 5.37 **Said Scheme:** For selling the Units comprised in the Developer's Allocation and in the Additional Developer's Allocation, the Developer has adopted a scheme (**Said Scheme**). The Said Scheme is based on the legal premises that (1) the land contained in the Said Property is owned by the Owners and hence Land Shares therein must be transferred by the Owners, (2) such transfer by the Owners is in consideration of the Developer bearing all costs for the construction of the Owners' Allocation except the Additional Developer's Allocation and paying all other consideration to the Owners, (3) consequently, prospective purchaser (**Intending Buyers**) is nominee of the Developer and would have to pay all consideration for the Land Shares to the Developer and not the Owners, (4) the Units comprised in the Developer's Allocation belong to the Developer as they have been constructed by the Developer at the Developer's own cost and hence they shall be transferred by the Developer, (5) to give perfect title to the Intending Buyers, the Owners and the Developer should jointly enter into agreement with the Intending Buyers where under the Owners (accepting the Intending Buyers to be nominee of the Developer) would agree to sell Land Shares to the Intending Buyers and the Developer would agree to sell Units comprised in the Developer's Allocation to the Intending Buyers and (6) the consolidated consideration payable by the Intending Buyers (for the Units and the Land Shares) should be received entirely by the Developer.

- 5.38 **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.
- 5.39 **Application and Allotment to Buyers:** The Buyers, upon full satisfaction of the Sellers' title, applied for allotment of the Said Flat And Appurtenances, described in **Part III** of the **6th Schedule** below, which is comprised in the Developer's Allocation, and the Sellers allotted the same to the Buyers, who in due course entered into an Sale Agreement dated _____ (**Said Agreement**) for purchase of the Said Flat And Appurtenances, on the terms and conditions contained therein.
- 5.40 **Construction of Said Building:** The Developer has completed construction of the Said Complex in the Said Premises.
- 5.41 **Conveyance to Buyers:** In furtherance of the above, the Sellers are completing the sale of the Said Flat And Appurtenances in favour of the Buyers, by these presents, on the terms and conditions contained herein.
- 5.42 **Acceptance of Conditions Precedent:** Notwithstanding anything contained in the Said Agreement, the Buyers confirm that the Buyers have accepted and agreed that the following are and shall be the conditions precedent to this Conveyance:
- 5.42.1 **Understanding of Scheme by Buyers:** The undertaking and covenant of the Buyers that the Buyers have understood and accepted the under mentioned scheme of development of the Sellers:
- (a) **Development of Said Premises:** The Sellers intend to develop the entirety of the Said Premises in due course and the Buyers hereby accept the same and shall not, under any circumstances, raise any objection or hindrance thereto.
 - (b) **Extent of Ownership:** The ownership rights of the Buyers are limited to the Said Flat, the Garage, the Land Share and the Common Portions and the Buyers hereby accept the same and under no circumstances, shall be entitled to raise any objection.
 - (c) **Common Portions Subject to Change:** The Common Portions shall always be and remain subject to change and modification, as be deemed fit and necessary by the Sellers, to accommodate their future plans regarding the Said Premises and the Buyers hereby accept the same and the Buyers shall not, under any circumstances, raise any objection or hindrance thereto.
- 5.42.2 **Satisfaction of Buyers:** The undertaking of the Buyers to the Sellers that the Buyers are acquainted with, fully aware of and is thoroughly satisfied about the title of the Sellers, the Sanctioned Plans, all the background papers, the right of the Sellers to grant this Conveyance, the scheme of development described above and the extent of the rights being granted in favour of the Buyers and the

negative covenants mentioned above and elsewhere in this Conveyance and the Buyers hereby accept the same and shall not raise any objection with regard thereto.

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

6. Transfer

- 6.1 **Hereby Made:** The Seller hereby sells, conveys and transfers to and unto the Buyers, absolutely and forever, free from all encumbrances of any and every nature whatsoever, the Said Flat And Appurtenances described in **Part-III** of the **6th Schedule** below, being :
- 6.1.1 **Said Unit:** Residential Unit No. _____, on the _____ floor, having carpet area measuring about _____ (_____) square feet and corresponding super built-up area of _ (_____) square feet, in the Block ____ (**Said Block**), described in **Part-I** of the **6th Schedule** below (**Said Unit**), in the complex named "**Curiosity Classic**" (**Said Complex**), at Chakpachuria-Mohammadpur, Post Office – _____, Police Station _____, District North 24

Parganas, Kolkata - 700135, within the limits of Patharghata Gram Panchayat and Rajarhat Bishupur 2 No. Gram Panchayat, morefully described in **Part-I** of the **1st Schedule** below (**Said Property**).

- 6.1.2 **Garage:** ____ (_____) open/covered Garage in the ground floor of the Said Complex for parking of car, described in **Part II** of the **6th Schedule** below (**Garage**).
- 6.1.3 **Land Share:** Undivided, impartible, proportionate and variable share in the land comprised in the Said Property as is attributable to the Said Unit (**Land Share**). The Land Share is/shall be derived by taking into consideration the proportion which the carpet area of the Said Unit and Garage bears to the total carpet area of the Said Block.
- 6.1.4 **Share In Common Portions:** Undivided, impartible, proportionate and variable share and/or interest in the common areas, amenities and facilities of the Said Block as is attributable to the Said Unit (**Share In Common Portions**), the said common areas, amenities and facilities being described in the Part I of the **3rd Schedule** below (collectively **Common Portions**). The Share In Common Portions is/shall be derived by taking into consideration the proportion which the carpet area of the Said Unit bears to the total carpet area of the Said Block.
- 6.1.5 **Easement Rights over Complex Common Portions:** Right of easement on facilities and amenities which may be provided by the Sellers for common benefit and utilization of all or specified portions of the Said Complex, described in **Part II** of the **3rd Schedule** below (collectively **Complex Common Portions**). *It is clarified that the Complex Common Portions shall always be and remain subject to change and modification, as be deemed fit and necessary by the Sellers, to accommodate their future plans regarding the Said Complex and the Buyers hereby accepts the same and shall not, under any circumstances, raise any objection or hindrance thereto.*
- 6.1.6 The Said Unit, the Land Share, the Garage (if any), the Share In Common Portions and the Easement Rights over Complex Common Portions collectively described in **Part-III** of the **6th Schedule** below (collectively **Said Unit And Appurtenances**).

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 Buyers to the Sellers, receipt of which the Sellers hereby and by the Receipt And Memo of Consideration below, admit and acknowledge.

8. Terms of Transfer

8.1 Conditions Precedent

8.1.1 **Title, Plan and Construction:** The Buyers have examined or caused to be examined the following and the Buyers are fully satisfied about the same and shall not be entitled to and covenant not to raise any requisition, query, clarification or objection regarding the same and also further waive the right, if any, to do so:

- (a) The right title and interest of the Sellers in respect of the Said Premises, the Said Complex and the Said Flat And Appurtenances;
- (b) The Plans sanctioned by the Executive Officer, Rajarhat Panchayat Samity and Zilla Parishad, North 24 Parganas;
- (c) The construction and completion of the Said Complex, the Common Portions and the Said Flat including the quality, specifications, amenities-facilities, materials, workmanship and structural stability thereof.

8.1.2 **Measurement:** The Buyers have measured the area of the Said Flat and is satisfied regarding the same and agrees and covenants not to ask for any details or question the computation of area or make any claims in respect thereof.

8.2 **Salient Terms:** The transfer of the Said Flat And Appurtenances being effected by this Conveyance is:

8.2.1 **Sale:** a sale within the meaning of the Transfer of Property Act, 1882.

8.2.2 **Absolute:** absolute, irreversible and for ever.

8.2.3 **Free from Encumbrances:** free from all encumbrances of any and every nature whatsoever including but not limited to lis pendens, attachments, *liens*, charges mortgages, trusts, *debentures*, reversionary rights, residuary rights, claims and statutory prohibitions.

8.2.4 **Benefit of Common Portions:** Together with proportionate ownership, benefit of user and enjoyment of the Common Portions described in the **2nd Schedule** below, in common with the other co-owners of the Said Complex and the Sellers.

8.2.5 **Other Rights:** Together with all other rights appurtenant to the Said Flat And Appurtenances.

8.3 **Subject to:** The transfer of the Said Flat And Appurtenances being effected by this Conveyance is subject to:

8.3.1 **Payment of Extras:** The Buyers regularly and punctually paying the Extras i.e. proportionate costs, expenses, deposits and charges for electricity, generator, betterment fees, formation of a body which may be a syndicate, committee, body corporate, company or association under the West Bengal Apartment Ownership Act, 1975 an/or under the Co-operative Societies Act, 1983 (**Association**) taxes

and entire costs, expenses, deposits and charges for legal fees, stamp duty and registration costs, additional works, maintenance deposit as detailed in the Sale Agreement.

- 8.3.2 **Payment of Common Expenses/Maintenance Charges:** The Buyers regularly and punctually paying proportionate share of all costs and expenses for maintenance and upkeep of the Common Portions (collectively **Common Expenses/ Maintenance Charges**), indicative list of which is given in the **3rd Schedule** below.
- 8.3.3 **Easements And Quasi-easements:** observance, performance and acceptance of the easements, quasi-easements and other stipulations (collectively **Easements And Quasi-easements**), described in the **4th Schedule** below.
- 8.3.4 **Observance of Covenants:** The Buyers observing, performing and accepting the stipulations, regulations and covenants (collectively **Covenants**), described in the **5th Schedule** below.
- 8.3.5 **Indemnification by Buyers:** Indemnification by the Buyers about the Buyers faithfully and punctually observing and performing all covenants, stipulations and obligations required to be performed by the Buyers hereunder. The Buyers agree to keep indemnified the Sellers and/or their successors-in-interest, of from and against any losses, damages, costs, charges and expenses which may be suffered by the Sellers and/or their successors-in-interest by reason of any default of the Buyers.

9. Possession

- 9.1 **Delivery of Possession:** *Khas*, vacant, peaceful, satisfactory, acceptable, habitable and physical possession of the Said Flat And Appurtenances has been handed over by the Sellers to the Buyers, which the Buyers admit, acknowledge and accept.

10. Outgoings

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

11. Holding Possession

- 11.1 **Buyers Entitled:** The Sellers hereby covenant that the Buyers shall and may, from time to time, and at all times hereafter, peacefully and quietly enter into, hold, possess, use and enjoy the Said Flat And Appurtenances and every part thereof and receive rents, issues and profits thereof and all other benefits, rights and properties hereby granted, sold, conveyed, transferred, assigned and

assured or expressed or intended so to be unto and to the Buyers, without any lawful eviction, hindrance, interruption, disturbance, claim or demand whatsoever from or by the Sellers or any person lawfully or equitably claiming any right or estate therein from under or in trust from the Sellers.

12. Further Acts

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

13. Further Construction

- 13.1 **Roof Rights:** The top roof of the Said Complex shall remain common to all residents of the Said Complex (**Common Roof**) and all common installations such as water tank and lift machine room shall be situated in the Common Roof. The Sellers shall always have the right of further construction on the entirety of the top roof and the Buyers specifically agree not to do any act, which prevents or hinders such construction. After such construction, the roof above such construction shall again have a Common Roof for common use of all residents of the Said Complex.

14. General

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

15. Interpretation

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

1st Schedule
(Said Premises)

(1) land measuring 79 (seventy nine) decimal, comprised in R.S./L.R Dag No. 93, recorded in L.R. Khatian Nos. 3013, 3014, 3016, 3350, 3351, 3354, 3355, 3356, 3358, 3362, 3364, 3365, in Mouza Chakpachuria, J.L. No. 33, Police Station New Town, within the limits of Patharghata Gram Panchayat, Additional District Sub-Registration District Rajarhat, District North 24 Parganas (**First Property**) (2) land measuring 58 (fifty eight) decimal, comprised in entire R.S./L.R. Dag No. 1204, recorded in L.R. Khatian Nos. 359, 1049, 1275, 1972, 2318, 2319, in Mouza Mohammadpur, J.L. No. 32, Police Station Rajahat, within the limits of Rajarhat Bishnupur – II Gram Panchayat, Additional District Sub-Registrar Rajarhat, District North 24 Parganas (**Second Property**), first property and second property having a total land measuring **137** (one hundred and thirty seven) decimal (**Said Premises**) and butted and bounded as follows:

On The North	:	By Others' Land, in RS/LR Dag Nos. 1203, 1205, 1206, 1208.
On The East	:	By Others' Land, in R.S. /L.R. Dag Nos. 1341, 1334.
On The South	:	By Panchayet Road (DPS Road).
On The West	:	By Others' Land, in R.S. /L.R. Dag Nos. 92, 1199.

2nd Schedule
(Common Portions)

- | | |
|---|---|
| • Lobby at the ground level of the Said complex | • Lobbies on all floors and staircase(s) of the Said Complex |
| • Lift machine room(s) and lift well(s) of the Said Complex | • Water reservoirs/tanks of the Said Complex |
| • Water supply pipeline in the Said Complex (save those inside any Unit) | • Drainage and sewage pipeline in the Said Complex (save those inside any Unit) |
| • Wiring, fittings and accessories for lighting of lobbies, staircase(s) and other common portions of the Said Complex. | • Electricity meter (s) for common installations and space for their installation |
| • Intercom Network in the Said Complex | • Electricity Cable for common installations in the Said Complex, if any |
| • External walls of the Said Complex | • Generator (s) |
| • Lift (s) | • Demarcated portion of the roof above top floor of Said Complex |

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

1. **Common Utilities:** All charges and deposits for supply, operation and maintenance of common utilities.
2. **Electricity:** All charges for the electricity consumed for the operation of the common machinery and equipment of the Said 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 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 Complex **save** those separately assessed on the Buyers.
8. **Staff:** The salaries of and all other expenses on the staff to be employed for the common purposes, viz. manager, caretaker, clerk, security personnel, liftman, sweeper, plumber, electrician etc. including their perquisites, bonus and other emoluments and benefits.
9. **Unsold Flats:** Flats remaining unsold will not be liable for payment of maintenance charges until such time such flats are sold.

4th Schedule **(Easements and Quasi-easements)**

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

- 1) **Right of Common Passage on Common Portions:** The right of common passage, user and movement in all Common Portions;
- 2) **Right of Passage of Utilities:** The right of passage of utilities including connection for telephones, televisions, pipes, cables etc. through each and every

part of the Said Premises and the Said Complex 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 Complex 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 Complex;

5th Schedule (Covenants)

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

1. **Buyers Aware of and Satisfied with Said Complex and Construction:** The Buyers admit and accept that the Buyers, upon full satisfaction and with complete knowledge of the Common Portions, specifications and all other ancillary matters, is purchasing the Said Flat And Appurtenances. The Buyers have examined and are acquainted with the Said Complex to the extent already constructed and to be further constructed and has agreed that the Buyers shall neither have nor shall claim any right over any portion of the Said Complex and the Said Premises save and except the Said Flat And Appurtenances.
2. **Buyers to pay Taxes and Common Expenses/Maintenance Charges:** The Buyers admit and accept that the Buyers shall pay *Panchayat* and other taxes (proportionately for the Said Complex and wholly for the Said Flat And Appurtenances), from the Date Of Possession and until the Said Flat And Appurtenances is separately mutated and assessed in favour of the Buyers, on the basis of the bills to be raised by the Sellers' appointed service provider

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

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

absolute right to sell, transfer and/or otherwise dispose off the same or any part thereof.

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

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

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

the scheme of the Sellers to construct the Said Complex in phases and hence the Buyers have no objection to the continuance of the construction of the other portions of the Said Complex even after delivery of possession of the Said Flat And Appurtenances. The Buyers shall not raise any objection to any inconvenience that may be suffered by the Buyers due to and arising out of the construction activity in the Said Complex/Said Premises after delivery of possession of the Said Flat And Appurtenances.

12. **No Dispute for Not Construction of Other Areas:** The Buyers further covenant that the Buyers shall not have any right to raise any dispute or make any claim with regard to the Seller either constructing or not constructing any portions of the Said Complex other than the Said Flat And Appurtenances. The Buyers have interest only in and upon the Said Flat and the Common Portions as are comprised in the Said Complex. However, and only upon the Seller constructing the balance portions of the Said Complex, the Buyers shall acquire interest in such of the Common Portions as may be comprised in the balance portions of the Said Complex which may be constructed by the Sellers for common use and enjoyment of all the flat owners of the Said Complex.

6th Schedule
Part-I
(Said Flat)

Residential Unit No. _____, on the _____ floor, having carpet area measuring about _____ (_____) square feet and corresponding super built-up area of _ (_____) square feet, more or less, in the Block ____ (**Said Block**), in the complex named "*Curiosity Classic*", to be constructed on a portion of the Said Property described in **Part-I** of the **1st Schedule** above.

Part-II
(Garage)

The right to park _____ (_____) medium sized car in the covered space in the ground floor of the Said Complex, which includes the service area of the Said Property and the same (1) shall be allotted to the Buyer after completion of construction of the Said Complex and (2) can only be used for Garage of a medium sized motor car of the Buyer, as the case may be, and not for any other purposes.

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

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

The Garage, being the Garage /s described in **Part-II** of the **6th Schedule** above.

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

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

16. Execution and Delivery

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

As constituted attorney for Owners
[Owners]

(Realtech Nirman Private Limited)
[Developer]

[Buyers]

Witnesses:

Signature_____

Signature_____

Name _____

Name _____

Father's Name _____

Father's Name _____

Address _____

Address _____

Receipt And Memo of Consideration

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

Mode	Date	Bank	Amount (Rs.)
------	------	------	--------------

Total - Rs. _____/-

(Ashiana Construction)
[Developer]

Witnesses:

Signature_____

Signature_____

Name_____

Name_____