

**DEED OF CONVEYANCE**

**THIS DEED OF CONVEYANCE** is made this the            day of  
**Two Thousand Eighteen (2018)**

**BETWEEN**

**1) JITEN COMMERCIAL PRIVATE LIMITED (PAN- AAACJ7335G), 2) KRISTON MERCHANTS PRIVATE LIMITED (PAN- AABCK2317G), 3) RAJWADA DEVELOPERS PRIVATE LIMITED (PAN - AAECR6254Q)**, all three companies registered under the Companies Act, 1956, all having their registered office at 26, Mahamaya Mandir Road, P.S. Sonarpur, P.O. Garia, Kolkata- 700 084, duly represented by its Authorized Signatory namely **BIKASH AGARWAL** by virtue of Board Resolution dated 27.01.2016, **4) SRI PARVEEN AGARWAL (PAN - AGPPA1802M)**, son of Late Rajendra Kumar Agarwal, by occupation- Business, **5) SMT. SARALA AGARWAL, (PAN - ACXPA0964A)**, wife of Late Rajendra Kumar Agarwal, by occupation- Business, **6) SRI RAJKUMAR AGARWAL, (PAN- AHAPA8485A)**, son of Late Rajendra Kumar Agarwal, by occupation- Business, No. 4-6 are represented by their Constituted Attorney and for self **7) SRI BIKASH AGARWAL, (PAN- AHAPA8484B)**, son of Late Rajendra Kumar Agarwal, by occupation- Business, by virtue of a General Power of Attorney which was duly registered on 29/01/2015 before the office of the A.D.S.R. at Garia and recorded in its Book No. IV, CD. Volume No. 1, Pages from 217 to 226, Being No. 00019 for the year 2015, No. 4-7 are residing at 26, Mahamaya Mandir Road, P.S. Sonarpur, P.O. Garia, Kolkata- 700 084, **8) MR. HASMUKH PAREKH, (PAN - AFTPP2385R), 9) MR. JAYSUKH PAREKH, (PAN - AFGPP4149C)**, both are sons of Shantilal Parekh, **10) MR. MEHUL PAREKH, (PAN - AIDPP5714F)**, son of Mr. Jaysukh Parekh and **11) MR. NIKHIL PAREKH, (PAN - AKJPP5964B)**, son of Mr. Hasmukh Parekh, No. 8-11 by occupation- Business, all are residing at 5/1, Russel Street, P.S. Shakespear Sarani, Kolkata- 700 071, all by faith- Hindu, by Nationality- Indian, No. 8) to 11) represented by their constituted Attorney **M/S. RAJWADA DEVELOPER, (PAN - AARFR9646N)**, a Partnership Firm having its registered office at 26, Mahamaya Mandir Road, Mahamayatala, Garia, P.S. Sonarpur, Kolkata- 700 084, represented by its authorized signatory said No. **7) SRI BIKASH AGARWAL**, son of Late Rajendra Kumar Agarwal, by virtue of a Development Power of Attorney which was registered on 02/04/2015 before the office of the D.S.R.- IV at Alipore vide Deed No. 3012 for the year 2015, hereinafter called and referred to as the “**OWNERS/VENDORS**” (which term and expression shall unless excluded by or repugnant to the subject and context be deemed to mean

and include their respective heirs, executors, successors-in-office, legal representatives, administrators and assigns) of the **FIRST PART.**

**AND**

**M/S. RAJWADA DEVELOPER, (PAN- AARFR9646N)** a Partnership Firm having its registered office at 26, Mahamaya Mandir Road, Mahamayatala, Garia, P.S. Sonarpur, Kolkata- 700 084, duly represented by its Partners namely, **(1) SRI PARVEEN AGARWAL, (2) SRI BIKASH AGARWAL and (3) SRI RAJ KUMAR AGARWAL,** all are sons of Late Rajendra Kumar Agarwal, all are by occupation-Business, all are by faith-Hindu, by Nationality- Indian, residing at 26, Mahamaya Mandir Road, Mahamayatala, Garia, P.S. Sonarpur, Kolkata-700 084 and also residing "Narendra Bhawan", Kamalgazi, P.O. Narendrapur, P.S. Sonarpur, District-South 24-Parganas, Kolkata- 700 103, the Partner Nos.1 and 3 i.e. **SRI PARVEEN AGARWAL** and **SRI RAJ KUMAR AGARWAL** represented by their Constituted Attorney the **Partner No. 2, SRI BIKASH AGARWAL,** by virtue of a General Power of Attorney which was registered on 3.08.2015 before the office of the A.D.S.R. at Garia and recorded in its Book No. IV, CD. Volume No. 1629 - 2015, Pages from 1590 to 1601, Being No. 162900297 for the year 2015, hereinafter referred to as the **'DEVELOPER'/CONFIRMING PARTY** (which expression shall unless excluded by or repugnant to the context be deemed to mean and include their respective heirs, executors, administrators, legal representatives and assigns) of the **SECOND PART.**

**AND**

**MR. /MRS. .... (PAN - .....),** wife/son/daughter of ....., by occupation - ....., by faith- ....., by Nationality- ....., residing at ....., hereinafter referred to as the **'PURCHASER/S'** (which expression shall unless excluded by or repugnant to the context be deemed to mean and include his/her heirs executors, administrators, legal representatives and assigns) of the **THIRD PART.**

**WHEREAS** the aforesaid Owners/First Party no. 8) to 11) with one Sri Joydeep Majumder, son of Late Manik Majumder purchased **ALL THAT** piece and parcel of land measuring more or less **06 Cottahs 08 Chittak 10 Sq.ft.** (the split up of the land being :- 2 Cottahs 9 Chittaks in R.S. Dag No. 3178 under R.S. Khatian No. 491 and 1 Chittak 10 Sq.ft. in R.S. Dag No. 3186 under R.S. Khatian No. 419 and 2 Chittaks in R.S. Dag No. 3175 under R.S. Khatian No. 492 and 3 Cottahs 12 Chittaks in R.S. Dag No. 3182 under R.S. Khatian No. 492 respectively) lying and situate at Mouza- Barhansfartabad, J.L. No. 47, comprised in R.S. Dag Nos. 3178, 3186, 3175 & 3182 appertaining to R.S. Khatian Nos. 491, 419 & 492 under P.S. Sonarpur, District South 24-Parganas

from the then owner Sri Ashoke Kumar Roy, son of Sri Radhika Ranjan Roy of 12/1, Mahendra Roy Lane, P.S. Karaya, Kolkata- 700 046, which was duly registered on 22/06/2007 before the office of the A.R.A.- I at Kolkata and recorded in its Book No. I, Volume No. 1, Pages from 1 to 19, Being No. 07485 for the year 2007. It was clearly stated that said Land Owners herein purchased undivided 75% and said Joydeep Majumder purchased undivided 25% out of the said land measuring more or less **6 Cottahs 8 Chittaks 10 Sq. ft.**

**AND WHEREAS** thus by virtue of the aforesaid Deed said **MR. HASMUKH PAREKH, MR. JAYSUKH PAREKH, MR. MEHUL PAREKH and MR. NIKHIL PAREKH**, the Owners herein became the absolute joint owners of the land measuring more or less **04 Cottahs 14 Chittaks 7.5 Sq. ft.** and the said Joydeep Majumder became the absolute owner of the land measuring more or less **1 Cottah 10 Chittaks 2.5 Sq.ft.** out of the aforesaid purchased land measuring more or less 6 Cottahs 8 Chittaks 10 Sq. ft.

**AND WHEREAS** said Joydeep Majumder while had been enjoying his aforesaid purchased landed property measuring more or less **01 Cottah 10 Chittaks 2.5 Sq. ft.** sold, conveyed and transferred the same unto and in favour of said **MR. HASMUKH PAREKH, MR. JAYSUKH PAREKH, MR. MEHUL PAREKH and MR. NIKHIL PAREKH**, the Owners herein by and under a Deed of Sale which was executed on 16/04/2010 and duly registered on 25/05/2010 before the office of the A.R.A.- I at Kolkata and recorded in its Book No. 1, CD. Volume No. 13, Pages from 2534 to 2548, being No. 05079 for the year 2010.

**AND WHEREAS** by virtue of a registered Deed of Sale on 19/05/2010, before the office of the A.D.S.R. at Sonarpur and recorded in its Book No. I, CD Volume No. 16, Pages from 5983 to 5997, being No. 05758 for the year 2010 one Rajendra Kumar Agarwal, Sri Parveen Agarwal, Sri Bikash Agarwal, and Sri Rajkumar Agarwal jointly purchased **ALL THAT** piece and parcel of Danga land measuring more or less **02 Cottahs 15 Chittaks 06 Sq.ft.** lying and situate at Mouza- Barhans Fartabad, J.L. No. 47, comprised in R.S. Dag No. 3182 appertaining to R.S. Khatian Nos. 491 & 492, within the limits of the Rajpur-Sonarpur Municipality, P.S. Sonarpur District South 24-Parganas from the then lawful owner Sri Asit Kumar Roy, son of Radhika Ranjan Roy of 12/1, Mahendra Roy Lane, P.S. formerly Beniapukur at present Topsia, Kolkata- 700 046.

**AND WHEREAS** by virtue of a registered Deed of Sale on 27/09/2010, before the office of the A.D.S.R. at Sonarpur and recorded in its Book No. I, CD Volume No. 28, Pages from 138 to 153, being No. 011183 for the year 2010 one Rajendra Kumar Agarwal, Sri Parveen Agarwal, Sri Bikash Agarwal and Sri Rajkumar Agarwal jointly purchased **ALL THAT** piece and parcel of Danga land measuring more or less **06 Cottahs 11 Chittaks** (the split up of the land being

:- 02 Cottahs 11 Chittaks 05 Sq. ft. in R.S. Dag No. 3182 appertaining to R.S. Khatian No. 492 and 03 Cottahs 15 Chittaks 40 Sq.ft. in R.S. Dag No. 3184 appertaining to R.S. Khatian No. 604) lying and situate at Mouza- Barhans Fartabad, J.L. No. 47, comprised in R.S. Dag Nos. 3182 & 3184 appertaining to R.S. Khatian Nos. 492 & 604, within the limits of the Rajpur-Sonarpur Municipality, P.S. Sonarpur District South 24-Parganas from the then lawful owners Sri Kartick Chandra Naskar, Smt. Anita Naskar, Kumari Sandhita Naskar and Kumari Piu Naskar of Barhans Fartabad (Purba), P.S. Sonarpur, District South 24-Parganas.

**AND WHEREAS** by virtue of a registered Deed of Sale on 27/09/2010, before the office of the A.D.S.R. at Sonarpur and recorded in its Book No. I, CD Volume No. 28, Pages from 154 to 167, being No. 011184 for the year 2010 one Rajendra Kumar Agarwal, Sri Parveen Agarwal, Sri Bikash Agarwal and Sri Rajkumar Agarwal jointly purchased **ALL THAT** piece and parcel of Danga land measuring more or less **03 Chittaks 28 Sq.ft.** lying and situate at Mouza-Barhans Fartabad, J.L. No. 47, comprised in R.S. Dag No. 3185 appertaining to R.S. Khatian No. 263, within the limits of the Rajpur-Sonarpur Municipality, P.S. Sonarpur District South 24-Parganas from the then lawful owner Narendra Nath Naskar, Shyamal Naskar & Rabin Naskar of Barhans Fartabad, P.S. Sonarpur, District South 24-Parganas.

**AND WHEREAS** by virtue of a registered Deed of Sale on 29/09/2010, before the office of the A.D.S.R. at Sonarpur and recorded in its Book No. I, CD Volume No. 28, Pages from 2441 to 2454, being No. 011323 for the year 2010 one Rajendra Kumar Agarwal, Sri Parveen Agarwal, Sri Bikash Agarwal and Sri Rajkumar Agarwal jointly purchased **ALL THAT** piece and parcel of land measuring more or less **02 Cottahs 09 Chittaks 30 Sq. ft.** (the split up of the land being :- 1 Cottah 11 Chittaks 30 Sq.ft. Danga land in R.S. Dag No. 3187 appertaining to R.S. Khatian No. 422, 8 Chittaks Danga land in R.S. Dag No. 3175 appertaining to R.S. Khatian No. 492, 06 Chittaks Bastu land in R.S. Dag No. 3186 appertaining to R.S. Khatian No. 419) lying and situate at Mouza-Barhans Fartabad, J.L. No. 47, comprised in R.S. Dag Nos. 3187, 3175 & 3186 appertaining to R.S. Khatian Nos. 422, 492 & 419, within the limits of the Rajpur-Sonarpur Municipality, P.S. Sonarpur District South 24-Parganas from the then lawful owner Lakshman Chandra Naskar of Barhans Fartabad, P.S. Sonarpur, District South 24-Parganas.

**AND WHEREAS** by virtue of a registered Deed of Sale on 29/09/2010, before the office of the A.D.S.R. at Sonarpur and recorded in its Book No. I, CD Volume No. 28, Pages from 2394 to 2408, being No. 011319 for the year 2010 one Rajendra Kumar Agarwal (since deceased), Sri Parveen Agarwal, Sri Bikash Agarwal and Sri Rajkumar Agarwal jointly purchased **ALL THAT** piece and parcel of land measuring more or less **03 Cottah 08 Chittaks** (the split up of

the land being :- 01 Cottah 06 Chittaks Danga land in R.S. Dag No. 3175 appertaining to R.S. Khatian No. 492, 01 Cottah 14 Chittaks Danga land in R.S. Dag No. 3176 appertaining to R.S. Khatian No. 419, 4 Chittaks Danga land in R.S. Dag No. 3178 appertaining to R.S. Khatian No. 491) lying and situate at Mouza- Barhans Fartabad, J.L. No. 47, comprised in R.S. Dag Nos. 3175, 3176 & 3178 appertaining to R.S. Khatian Nos. 492, 419 & 491, within the limits of the Rajpur-Sonarpur Municipality, P.S. Sonarpur District South 24-Parganas from the then lawful owner Ramchandra Naskar of Barhans Fartabad, P.S. Sonarpur, District South 24-Parganas.

**AND WHEREAS** by virtue of a registered Deed of Sale on 04/10/2010, before the office of the A.D.S.R. at Sonarpur and recorded in its Book No. I, CD Volume No. 28, Pages from 4815 to 4829, being No. 011508 for the year 2010 one Rajendra Kumar Agarwal, Sri Parveen Agarwal, Sri Bikash Agarwal and Sri Rajkumar Agarwal jointly purchased **ALL THAT** piece and parcel of land measuring more or less **02 Cottahs** (the split up of the land being :- 01 Cottah 02 Chittaks Bastu land in R.S. Dag No. 3185 appertaining to R.S. Khatian No. 263, 14 Chittaks Bastu land in R.S. Dag No. 3186 appertaining to R.S. Khatian No. 419 lying and situate at Mouza- Barhans Fartabad, J.L. No. 47, comprised in R.S. Dag Nos. 3185, 3186 appertaining to R.S. Khatian Nos. 263 & 419, within the limits of the Rajpur-Sonarpur Municipality, P.S. Sonarpur District South 24-Parganas from the then lawful owner Shantanu Halder of Garia Station Road, Tentulberia, P.S. Sonarpur, Kolkata- 700 084, District South 24-Parganas.

**AND WHEREAS** by virtue of a registered Deed of Sale on 14/12/2012, before the office of the A.D.S.R. at Sonarpur and recorded in its Book No. I, CD Volume No. 39, Pages from 1683 to 1699, Being No. 014893 for the year 2012, one Sri Parveen Agarwal, Sri Bikash Agarwal, Sri Rajkumar Agarwal and Sri Rajendra Kumar Agarwal as a Self and also as a Authorised Signatory of Jiten Commercial Pvt. Ltd., Kriston Merchants Pvt. Ltd., Rajwada Developers Pvt. Ltd. jointly purchased **ALL THAT** piece and parcel of Bastu land measuring more or less **04 Cottahs** lying and situate at Mouza- Barhans Fartabad, J.L. No. 47, comprised in R.S. Dag No. 3174 appertaining to R.S. Khatian No. 153, within the limits of the Rajpur-Sonarpur Municipality, P.S. Sonarpur District South 24-Parganas from the then lawful owner Rajesh Kumar Jain of BH/117, Sector-II, P.S. Bidhannagar, Salt Lake, Kolkata- 700 091.

**AND WHEREAS** by virtue of a registered Deed of Sale on 14/12/2012, before the office of the A.D.S.R. at Sonarpur and recorded in its Book No. I, CD Volume No. 39, Pages from 1641 to 1661, being No. 014895 for the year 2012, one Sri Parveen Agarwal, Sri Bikash Agarwal, Sri Rajkumar Agarwal and Sri Rajendra Kumar Agarwal as a Self and also as a Authorised Signatory of Jiten Commercial Pvt. Ltd., Kriston Merchants Pvt. Ltd., Rajwada Developers Pvt. Ltd.

jointly purchased **ALL THAT** piece and parcel of Bastu land measuring more or less **11.838 decimals 07 Cottah 02 Chittack 26 Sq. ft.** (the split up of the land being :- 6.015 decimals in R.S. Dag Nos. 3171 appertaining to R.S. Khatian No. 152 and 5.823 decimals in R.S. Dag No. 3173 appertaining to R.S. Khatian No. 152) lying and situate at Mouza- Barhans Fartabad, J.L. No. 47, comprised in R.S. Dag Nos. 3171 & 3173 appertaining to R.S. Khatian No. 152, within the limits of the Rajpur-Sonarpur Municipality, P.S. Sonarpur District South 24-Parganas from the then lawful owner M/s. BI STEELWORTH PVT. LTD., M/S. CREATIVE SOLUTIONS PVT. LTD. Self & represented by its Director Mr. RAVI CHURIWALA, MRS. NISHI CHURIWALA.

**AND WHEREAS** by virtue of a registered Deed of Sale on 14/12/2012, before the office of the A.D.S.R. at Sonarpur and recorded in its Book No. I, CD Volume No. 39, Pages from 1662 to 1682, being No. 014894 for the year 2012 one Sri Parveen Agarwal, Sri Bikash Agarwal, Sri Rajkumar Agarwal and Sri. Rajendra Kumar Agarwal as a Self and also as a Authorised Signatory of Jiten Commercial Pvt. Ltd., Kriston Merchants Pvt. Ltd., Rajwada Developers Pvt. Ltd. jointly purchased **ALL THAT** piece and parcel of Bastu land measuring more or less **15.162 decimals 09 Cottah 02 Chittacks 34 Sq. ft.** (the split up of the land being :- 4.985 decimals in R.S. Dag No. 3171 appertaining to R.S. Khatian No. 152 and 10.177 decimals in R.S. Dag No. 3173 appertaining to R.S. Khatian No. 152) lying and situate at Mouza- Barhans Fartabad, J.L. No. 47, comprised in R.S. Dag Nos. 3171 & 3173 appertaining to R.S. Khatian No. 152, within the limits of the Rajpur-Sonarpur Municipality, P.S. Sonarpur District South 24-Parganas from the then lawful owner Tribhuban Construction Pvt. Ltd. of 158, Lenin Sarani, P.S. Taltala, Kolkata- 700 013.

**AND WHEREAS** by virtue a registered Deed of Sale on 19/08/2013, before the office of the A.D.S.R. at Sonarpur and recorded in its Book No. I, CD Volume No. 23, Pages from 3894 to 3910, being No. 010080 for the year 2013 one Rajendra Kumar Agarwal (since deceased), Sri Parveen Agarwal, Sri Bikash Agarwal, Sri Rajkumar Agarwal jointly purchased **ALL THAT** piece and parcel of Bastu land measuring more or less **02 Cottahs 11 Chittaks 25 Sq. ft.** (the split up of the land being :- 1 Cottah 8 Chittaks 9 Sq.ft. in R.S. Dag No. 3174 appertaining to R.S. Khatian No. 153 and 1 Cottah 3 Chittaks 16 Sq.ft. in R.S. Dag No. 3177 appertaining to R.S. Khatian No. 604) lying and situate at Mouza- Barhans Fartabad, J.L. No. 47, comprised in R.S. Dag Nos. 3174, 3177 appertaining to R.S. Khatian Nos. 153, 604, within the limits of the Rajpur-Sonarpur Municipality, P.S. Sonarpur District South 24-Parganas from the then lawful owner Joydeep Majumder of 42/217, New Ballygunge Road, P.S. Kasba, Kolkata- 700 039.

**AND WHEREAS** by virtue of the aforesaid ten separate Deeds the said Rajendra Kumar Agarwal (since deceased), Sri Parveen Agarwal, Sri Bikash

Agarwal, Sri Rajkumar Agarwal became the joint owners of **ALL THAT** piece and parcel of land measuring more or less **41 Cottah 14 Sq. ft.** lying and situate at Mouza- Barhans Fartabad, J.L. No. 47, comprised in R.S. Dag Nos. 3171, 3173, 3174, 3175, 3176, 3177, 3178, 3182, 3184, 3185, 3186, 3187 appertaining to R.S. Khatian Nos. 152, 153, 492, 419, 604, 491, 263, 422 under P.S. Sonarpur, District South 24-Parganas and jointly enjoying the same by paying rents and taxes to the authority concerned regularly.

**AND WHEREAS MR. HASMUKH PAREKH, MR. JAYSUKH PAREKH, MR. MEHUL PAREKH and MR. NIKHIL PAREKH**, the aforesaid Owners no. 8) to 11) desiring to develop the area measuring more or less **03 Cottah 12 Chittaks** from R.S. Dag No. 3182 and **02 Cottah 12 Chittaks 10 Sq. ft.** from R.S. Dag No. 3178, 3186, 3175 i.e. in total **06 Cottah 08 Chittaks 10 Sq. ft.** with a view to develop the aforesaid land premises after demolishing the existing structure and to have a new construction made on the land of the premises in accordance with a sanctioned plan to be obtained from the Rajpur-Sonarpur Municipality, executed two separate Development Agreements both registered on 11th day of December, 2013, before the office of the A.R.A.-I at Kolkata and recorded in its Book No. I, CD Volume No. 21, Pages from 10529 to 10547, Being No. 11355 for the year 2013 and another one was recorded in Book No. I, CD Volume No. 21, Pages from 10548 to 10566, Being No. 11356 for the year 2013 between **MR. HASMUKH PAREKH, MR. JAYSUKH PAREKH, MR. MEHUL PAREKH and MR. NIKHIL PAREKH**, the Owners no. 8) to 11) herein and one **“M/S. RAJWADA GROUP”**, a Partnership Firm having its registered office at 26, Mahamaya Mandir Road, Mahamayatala, Garia, P.S. Sonarpur, Kolkata- 700 084, duly represented by its Partners namely, **(1) RAJENDRA KUMAR AGARWAL** (since deceased), son of Late Bhagirath Mal Agarwal, **(2) SRI PARVEEN AGARWAL**, **(3) SRI BIKASH AGARWAL** and **(4) SRI RAJ KUMAR AGARWAL**, 2-4 are sons of Rajendra Kumar Agarwal (since deceased), all by faith-Hindu, by Nationality- Indian, by occupation- Business, residing at 26, Mahamaya Mandir Road, Mahamayatala, Garia, P.S. Sonarpur, Kolkata-700 084 District South 24-Parganas, with the terms as mentioned therein and the Owners herein also executed and registered two Development Power of Attorneys on 11th day of December, 2013 before the office of the A.R.A.-III at Kolkata and recorded in Book No. IV, CD Volume No. 13, Pages from 1704 to 1714, Being No. 08730 for the year 2013 and another in Book No. IV, CD Volume No. 13, Pages from 1693 to 1703, Being No. 08729 for the year 2013 unto and in favour of said **RAJENDRA KUMAR AGARWAL** (since deceased), son of Late Bhagirath Mal Agarwal, residing at 26, Mahamaya Mandir Road, Mahamayatala, Garia, P.S. Sonarpur, Kolkata- 700 084, District South 24-Parganas, one of the Partner of the said Partnership Firm **“M/S. RAJWADA GROUP”**.

**AND WHEREAS** one of the Partner and authorized signatory of the said “**M/S. RAJWADA GROUP**” namely **RAJENDRA KUMAR AGARWAL**, died intestate on 01/01/2015 and after such death of said Rajendra Kumar Agarwal the aforesaid Power of Attorney Nos. 08730 & 08729 for the year 2013 was automatically cancelled and the said Partnership Firm “**M/S. RAJWADA GROUP**”, reconstituted the said partnership firm and thereafter the said **M/S. RAJWADA GROUP**, represented by its authorized signatory **SRI BIKASH AGARWAL**, son of Late Rajendra Kumar Agarwal, cancelled the said two Development Agreements which were executed and registered on 11th day of December, 2013, before the office of the A.R.A.-I at Kolkata and recorded in its Book No. I, CD Volume No. 21, Pages from 10529 to 10547, Being No. 11355 for the year 2013 and another was recorded in Book No. I, CD Volume No. 21, Pages from 10548 to 10566, being No. 11356 for the year 2013 and the cancellation/revocation of said Development Agreement was registered on 02/04/2015 before the office of the D.S.R.- IV at Alipore and recorded in Book No. 1, CD Volume No. 10, Pages from 5695 to 5705, Deed No. 3008 for the year 2015.

**AND WHEREAS** as said Rajendra Kumar Agarwal (since deceased), Sri Parveen Agarwal, Sri Bikash Agarwal, Sri Rajkumar Agarwal while had been jointly enjoying the aforesaid property, Rajendra Kumar Agarwal died intestate on 01/01/2015 leaving behind his wife Smt. Sarala Agarwal and three sons namely Sri Parveen Agarwal, Sri Bikash Agarwal, Sri Rajkumar Agarwal as his legal heirs and successors who jointly got the 1/4th share of the aforesaid property i.e. more or less 8 Cottahs 01 Chittaks 11.25 Sq. ft. left by said deceased Rajendra Kumar Agarwal.

**AND WHEREAS** by virtue of inheritance from Late Rajendra Kumar Agarwal said Smt. Sarala Agarwal, Sri Parveen Agarwal, Sri Bikash Agarwal, Sri Rajkumar Agarwal became the joint owners of the land measuring more or less **8 Cottahs 1 Chittaks 11.25 Sq. ft.** together with more or less 200 Sq. ft. Tile shed structure and each having undivided 1/4th share i.e. more or less 02 Cottahs 14.06 Sq. ft. together with 50 Sq. ft. Tile shed structure.

**AND WHEREAS** thus by virtue of inheritance said Smt. Sarala Agarwal, Sri Bikash Agarwal and Sri Rajkumar Agarwal became the joint owners of undivided undemarcated 3/4th share i.e. measuring more or less **06 Cottahs 42.18 Sq. ft.** (the split up of the land being :- 513.37 Sq. ft. in R.S. Dag No. 3171 under R.S. Khatian No. 152, 746.72 Sq. ft. in R.S. Dag No. 3173 under R.S. Khatian No. 152, 512.73 Sq. ft. in R.S. Dag No. 3174 under R.S. Khatian No. 153, 253.12 Sq. ft. in R.S. Dag No. 3175 under R.S. Khatian No. 492, 253.11 Sq. ft. in R.S. Dag No. 3176 under R.S. Khatian No. 419, 163.29 Sq.ft. in R.S. Dag No. 3177 under R.S. Khatian No. 604, 33.75 Sq. ft. in R.S. Dag No. 3178 under R.S. Khatian No. 491, 761.43 Sq. ft. in R.S. Dag No. 3182 under



R.S. Khatian No. 492, 539.04 Sq. ft. in R.S. Dag No. 3184 under R.S. Khatian No. 604, 182.41 Sq. ft. in R.S. Dag No. 3185 under R.S. Khatian No. 263, 168.73 Sq. ft. in R.S. Dag No. 3186 under R.S. Khatian No. 419, 233.43 Sq.ft. in R.S. Dag No. 3187 under R.S. Khatian No. 422) together with 150 Sq.ft. Tile shed structure standing thereon lying and situate at Mouza- Barhans Fartabad, J.L. No. 47, within the limits of the Rajpur-Sonarpur Municipality, P.S. Sonarpur, District South 24-Parganas out of the aforesaid land measuring more or less 8 Cottahs 1 Chittaks 11.25 Sq. ft. together with more or less 200 Sq.ft. Tile shed structure standing thereon.

**AND WHEREAS** said Smt. Sarala Agarwal, Sri Bikash Agarwal and Sri Rajkumar Agarwal while had been enjoying their undivided 3/4th share measuring more or less **06 Cottahs 42.18 Sq. ft.**, they jointly transferred the same unto and in favour of their other co-sharer said Parveen Agarwal by and under a Deed of Gift which was duly registered on 12/02/2015 before the office of the Additional District Sub-Registrar at Garia and recorded in its Book No. I, CD Volume No. 3, Pages from 987 to 1006, Being No. 00461 for the year 2015.

**AND WHEREAS** by virtue of the aforesaid Deed of Gift and inheritance said Parveen Agarwal became the sole and absolute owner of the aforesaid area of land measuring more or less **08 Cottahs 01 Chittaks 11.25 Sq. ft.** together with more or less **200 Sq. ft.** Tile shed structure lying and situate at Mouza- Barhans Fartabad, J.L. No. 47, comprised in R.S. Dag Nos. 3171, 3173, 3174, 3175, 3176, 3177, 3178, 3182, 3184, 3185, 3186, 3187 appertaining to R.S. Khatian Nos. 152, 153, 492, 419, 604, 491, 263, 422 under P.S. Sonarpur, District South 24-Parganas.

**AND WHEREAS** said Smt. Sarala Agarwal, Sri Parveen Agarwal, Sri Bikash Agarwal, Sri Rajkumar Agarwal jointly purchased the land measuring more or less **01 Chittak 08 Sq. ft.** lying and situate at Mouza- Barhans Fartabad, J.L. No. 47, comprised in R.S. Dag No. 3186 appertaining to R.S. Khatian No. 419 from the then Kartick Chandra Naskar, son of Late Panchu Gopal Naskar by virtue of a Deed of Sale which was duly registered on 13/02/2015 before the office of the A.D.S.R. Garia and recorded in its Book No. I, CD Volume No. 3, Pages from 1901 to 1913 Being No. 0488 for the year 2015.

**AND WHEREAS** by virtue of Deed of Gift said Parveen Agarwal gifted a land measuring more or less **07 Cottah 14 Chittaks 05 Sq. ft.** together with more or less **200 Sq. ft.** Tile shed structure lying and situate at Mouza- Barhans Fartabad, J.L. No. 47, comprised in R.S. Dag Nos. 3171, 3173, 3174, 3175, 3176, 3177, 3178, 3182, 3184, 3185, 3186, 3187 appertaining to R.S. Khatian Nos. 152, 153, 492, 419, 604, 491, 263, 422 under P.S. Sonarpur, District South 24-Parganas, which was duly registered on 29/09/2015 before the office of the A.D.S.R., Garia and recorded in its Book No. I, Volume No.

1629 – 2015, Pages from 30635 to 30661 Being No. 162903274 for the year 2015 to her mother aforesaid Smt. Sarala Agarwal.

**AND WHEREAS** thus the said **JITEN COMMERCIAL PRIVATE LIMITED, KRISTON MERCHANTS PRIVATE LIMITED, RAJWADA DEVELOPERS PRIVATE LIMITED, SMT. SARALA AGARWAL, SRI PARVEEN AGARWAL, SRI BIKASH AGARWAL, SRI RAJKUMAR AGARWAL**, became the joint owners of the land measuring more or less **41 Cottah 01 Chittak 22 Sq. ft. (41 Cottah 14 Sq. ft. + 01 Chittack 08 Sq. ft.)** lying and situate at Mouza-Barhans Fartabad, J.L. No. 47, comprised in R.S. Dag Nos. 3171, 3173, 3174, 3175, 3176, 3177, 3178, 3182, 3184, 3185, 3186, 3187 appertaining to R.S. Khatian Nos. 152, 153, 492, 419, 604, 491, 263, 422 under P.S. Sonarpur, District South 24-Parganas.

**AND WHEREAS** said **MR. HASMUKH PAREKH, MR. JAYSUKH PAREKH, MR. MEHUL PAREKH, MR. NIKHIL PAREKH** and said **JITEN COMMERCIAL PRIVATE LIMITED, KRISTON MERCHANTS PRIVATE LIMITED, RAJWADA DEVELOPERS PRIVATE LIMITED, SMT. SARALA AGARWAL, SRI PARVEEN AGARWAL, SRI BIKASH AGARWAL, SRI RAJKUMAR AGARWAL** amalgamated their aforesaid property into a single plot/holding and the said land measuring more or less **43 Cottah 12 Chittaks 24 Sq. ft. (41 Cottah 14 Sq. ft. + 02 Cottah 12 Chittaks 10 Sq. ft.)** lying and situate at Mouza- Barhans Fartabad, J.L. No. 47, comprised in R.S. Dag Nos. 3171, 3173, 3174, 3175, 3176, 3177, 3178, 3182, 3184, 3185, 3186, 3187 appertaining to R.S. Khatian Nos. 152, 153, 492, 419, 604, 491, 263, 422 within the limits of the Rajpur-Sonarpur Municipality being known and numbered as Holding No. 933, Uttar Purba Fartabad, under P.S. Sonarpur, District South 24-Parganas by virtue of two Deeds of Conveyance bearing Deed No. 4340/14 and 4341/14 both of which were duly registered on 11/06/2014 before the office of the D.S.R. – IV, South 24 Parganas, recorded in its Book No. I, CD. Volume No. 24, Pages from 2964 to 2981 and 3043 to 3063 for the year 2014 respectively.

**AND WHEREAS** in this circumstances the Owners/First Party no. 8) to 11) herein, entered into another Agreement for Development with **M/S. RAJWADA DEVELOPER** (the Developer/Confirming Party herein) to develop their said property of an area of **06 Cottah 08 Chittaks 10 Sq. ft.** and the said Development Agreement was duly registered on 17/04/2015 before the office of the D.S.R.- IV at Alipore and recorded in its Book No. I, CD Volume No. 10, Pages from 5793 to 5821, Being No. 03011 for the year 2015.

**AND WHEREAS** the Owners/Vendors no. 8) to 11) herein also executed and registered a Development Power of Attorney unto and in favour of **M/S. RAJWADA DEVELOPER**, the Developer/Confirming Party herein, which was

duly registered on 12/09/2016 before the office of the A.D.S.R. at Garia and recorded in its Book No. I, CD Volume No. 1624-2016, Pages from 65642 to 65663, Being No. 03071 for the year 2016.

**AND WHEREAS** said **JITEN COMMERCIAL PRIVATE LIMITED, KRISTON MERCHANTS PRIVATE LIMITED, RAJWADA DEVELOPERS PRIVATE LIMITED, SMT. SARALA AGARWAL, SRI PARVEEN AGARWAL, SRI BIKASH AGARWAL, SRI RAJKUMAR AGARWAL** decided to construct multi storied building on their aforesaid land of **41 Cottah 01 Chittak 22 Sq. ft. (41 Cottah 14 Chittaks + 01 Cottah 08 Chittaks)** and to fulfill their desire they entered into a Development Agreement with said **M/S. RAJWADA DEVELOPER**, the Developer/Confirming Party herein vide Joint Venture Agreement which was duly registered on 28/12/2015 before the office of the A.D.S.R.- Garia recorded in its Book No. I, Volume No. 1629 - 2016, Pages from 181 to 234 being No. 162904190 for the year 2015.

**AND WHEREAS** thus, as per the said Development Agreements and Power of Attorneys said Developer got **43 Cottah 13 Chittaks 32 Sq. ft. (41 Cottah 14 Sq. Ft. + 01 Chittack 08 Sq. Ft. + 02 Cottah 12 Chittaks 10 Sq. ft)** to develop out of which said Developer decided to develop more or less **42 COTTAH 03 CHITAKS 13 SQ. FT.** mentioned in the **FIRST SCHEDULE** below and hereinafter referred to as the "**Said Property**" on behalf of the Owners/Vendors, has submitted a building plan for construction of G+19 storied building under certain numbers of Block and/or Phase for residential at the said premises at the cost of the Developer and also the Developer has started the construction of the said building as per sanctioned building plan and also declares for absolute sale of those flats and car parking spaces.

**AND WHEREAS** in terms of the said Agreements and Development Power of Attorneys the Developer have sanctioned a Building Plan of G + 19 storied buildings in two Blocks for residential purpose in the Said Property which were duly sanctioned by the authority of Rajpur-Sonarapur Municipality vide **Plan No. 107/Rev/CB/28/25** dated **30-07-2016**.

**AND WHEREAS** as per plan the Developer has started the constructional work of the G+19 storied building in several Blocks consisting flats, garages/car parking spaces, hereinafter referred to as the "**Said Housing Complex**" as per the sanctioned Plans abovementioned.

**AND WHEREAS** by an Indenture of Mortgage dated the 18<sup>th</sup> day of June, 2018, and registered in the office of the Additional Registrar of Assurances – I at Kolkata in its Book No. I, Volume No.- 1901-2018, pages from 186908 to 186984, Being No. 190104613, the Vendor/Owner herein referred to as the Security Providers/Mortgagors of the One Part therein, and the Developer herein referred to as the Borrower of the Second Part therein mortgaged the

property morefully described in the **Schedule-I** of the said Mortgage Deed dated the 18<sup>th</sup> day of June in favour of Bajaj Housing Finance Limited, a Company incorporated under the provisions of the Companies Act, 1956, and a Company within the meaning of the Companies Act, 2013 having its registered office at Mumbai Pune Road, Akurdi, Post Office-Akurdi, Police Station-Akurdi, Pune-411035 and the said M/s. Rajwada Developer as the Borrower therein and the Developer herein has accepted Rs. 150,000,000/- (Rupees Fifteen Crore) only from the said Bajaj Housing Finance Limited, the Lender /Secured Party therein, hereinafter referred to as the **“Said Mortgage Loan”**.

**AND WHEREAS** in terms of the said Development Agreement and Development Power of Attorney the Developer have right/authority to enter into any agreement for sale of the flats/car parking, with the intending Purchaser or Purchasers from its allocation and receive advance/earnest money therefrom.

**AND WHEREAS** the Developer has registered the said Housing Complex named and styled as **“RAJWADA GREEN SHIRE”** under the provisions of the Act with the West Bengal Housing Industry Regulatory Authority at ..... on ..... under registration No. .... .

**AND WHEREAS** being so authorised as stated above the Developer has expressed its desire to sell a flat out of the Developer’s allocation and coming to know of that and having a requirement of the self same flat in the like area, and being aware of the declaration of Developer, the Purchaser/s offered to purchase the same which the Developer has accepted and entered into an Agreement for Sale with the purchaser/s herein on ....., on terms and conditions therein mentioned.

**AND WHEREAS** by virtue of a registered agreement for sale dated ..... registered in the office of the ..... and recorded in its Book No. ...., Volume No. ...., pages from ..... to ....., Being No. .... for the year ..... made between the Purchaser/s herein and the Vendors/Owners herein and the Developer/Confirming Party herein, the Purchaser/s herein agreed to purchase one self-contained Flat being no. .... measuring ..... **Sq. ft.** being Carpet area be the same a little more or less situated at the ..... side on the ..... **Floor** together with ..... **Car parking space** measuring an area of ..... **Sq. ft.** more or less on the Ground floor in **Block No.** ..... of the said G+19 (Ground plus Nineteen) storied building christened as **“RAJWADA LAKE BLISS”** hereinafter referred to as the **“said flat and car parking space”**, lying and being Holding No. 933, Mouza- Barhans Fartabad, Police Station- Sonarpur, Post Office- Garia, South 24 Parganas, within the jurisdiction of Rajpur-Sonarpur Municipality, Kolkata- 700 084, together with undivided and indivisible proportionate share in the land underneath together with other facilities for and at a total price of **Rs. ..../- (Rupees .....)** only.

**AND WHEREAS** in terms of the said agreement for sale dated ....., the Owners/ Vendors and the Developer/Confirming Party herein have agreed to sell and transfer one self contained flat being no. .... measuring more or less ..... sq. ft. Carpet area situated at the ..... portion on the ..... floor in Block-.....more fully delineated in the map or plan annexed hereto hatched in colour RED of the said G+19 storied building lying and situated at Premises/Holding No. ...., , Mouza- Kusumba, Police Station- Sonarpur, Post Office- Sonarpur, South 24 Parganas, within the jurisdiction of Rajpur-Sonarpur Municipality, Kolkata- 700 084, at a total agreed consideration of **Rs.** ...../- (**Rupees .....**) only and the same is more fully and particularly described in the **SECOND SCHEDULE** hereunder written together with undivided, indivisible proportionate share in the land described in the FIRST Schedule hereto alongwith proportionate share in the common spaces, passages, paths, water and water courses, drainages, sewerages, stair case, landing, boundary wall and other open spaces, common path of the properties necessary and convenient to its ingress to and egress from, maintenance for common use, motor, pump, septic tank, water reservoir and tank, W.B.S.E.D.C.L. electricity connection etc. which has been mentioned more fully and particularly in the **THIRD SCHEDULE** hereunder written with lawful aforesaid consideration subject to the purchasers' undertaking to pay proportionally all the common charges, fees, duties, levies, taxes, rents, impositions, outgoings etc. Which are required for the purpose of the said premises and also for the purposes of the said building along with other owners, occupiers of the building or flat/apartment holders thereat which are more fully and particularly described in the **FOURTH SCHEDULE** hereunder written.

**AND WHEREAS** the Purchaser/s having agreed to purchase the said flat and car parking space stated above and having paid the entire consideration money to the Developer herein, now call upon them to execute and register a proper deed of conveyance thereby selling, conveying and transferring the said Flat and car parking space unto and in favour of the Purchaser/s absolutely and forever, and the Developer doth hereby comply with the said requisition of the Purchaser/s.

**AND WHEREAS** the Purchaser/s herein, hereby mutually agrees upon that Supplementary Agreements, entered into amicably by the Owner and the Developer as and when required in respect with any issue arises in future in pursuance with the development and transfer process, shall be signed by him as a Confirming Party.

**NOW THIS INDENTURE WITNESSETH** that in pursuance of the said agreement for sale dated .....and in consideration of the said sum of **Rs.** ...../- (**Rupees .....**) only truly paid by the Purchaser/s to the Owners/Vendors herein through the Developer/Confirming Party herein in the

manner stated in the memo of consideration hereunder written, the receipt whereof the Owners/Vendors and the Confirming Party as Developer hereby admits and acknowledges and from the payment of the same and every part thereof for ever acquit, release, exonerate and discharge the Purchaser as well as the said flat and car parking space along with the proportionate undivided undemarcated share and right, title and interest over the said land and premises with the facilities in common with other owner/owners or occupiers thereto. The Owners/Vendors and the Developer/Confirming Party do hereby grant, sell, transfer, convey, assign and assure unto the Purchaser **ALL THAT** one self contained flat being **No. ....** situate at the ..... side on the ..... **floor** of Block- .....containing a Carpet area of ..... **Sq. ft.** together with ..... **Car parking space** on the Ground floor in Block-..... of Premises/Holding No. 933, P.S.- Sonarpur, Kolkata-700084, District South 24-Parganas which is more fully and particularly described in the **FIRST SCHEDULE** hereunder written and hereinafter referred to as the “**said flat and car parking space**” together with the undivided proportionate share of the land underneath together with easements, rights thereto and other rights, privileges, benefits, advantages, liabilities, liberties, duties in common with other owners/occupiers having covenants conditions and stipulations etc. to enjoy and possess all common roads, passages, advantages thereto or reputed to belong to the estate, right, title, interest, claim and demand of the Owners/Vendors up to and upon the said land proportionately incurring proportionate expenses for the said common portion out of cost and expenses of the Purchaser/s and the other co-owners **TO HAVE AND TO HOLD** the same absolutely and forever in the manner aforesaid free from all encumbrances, charges, trusts, claims, demands over the said flat on the ..... **Floor** and the said car parking space at the ground floor in Block-..... of the said building complex having right to use, occupy, own possess the said flat and car parking space as mentioned in **SECOND SCHEDULE** hereunder written exclusively with co-owners or occupiers of the building subject to the Purchaser/s paying and discharging taxes and impositions or outgoing for the same and common expenses as per imposed or levied for the said flat and car parking space and other outgoings so long separate assessment is not made for the said **flat and car parking space** in the name of the Purchaser.

**The Vendors and the Developer do hereby covenant with the Purchaser/s as follows :-**

1. **NOTWITHSTANDING** anything hereinbefore done or suffered to the contrary, the Owners/Vendors have good and absolute right, title and authority to grant, convey, transfer, assign and assure all that the said flat mentioned in the **SECOND SCHEDULE** hereunder written along with common areas amenities and facilities provided thereat and described hereunder and all the

rights, privileges and appurtenances thereto belonging and hereby sold, conveyed and transferred unto the Purchasers in the manner aforesaid and that the Owners/Vendors and the Developer/Confirming Party have not done or suffered knowingly from anything whereby the said flat may be encumbered, affected or impeached in respect of the estate, title or otherwise.

**2.** That there is no encumbrances, charges, trust, liens, attachments, claim or demand whatsoever now subsisting etc. or proceeding pending and has not been offered as security or otherwise to any authority whatsoever or howsoever.

**3.** That the Purchaser/s will be free from any liability arising out of the said Mortgage Loan in respect of the Said Flat in any manner whatsoever.

**4.** That the Purchasers shall henceforth peaceably and quietly hold, possess and enjoy the right, title and interest or profits derivable from and out of the said flat without any let or hindrance, interruption, claim, disturbances or demand from or by the owners/Vendors or Developer/confirming party or any person or persons claiming through or under or in trust for the owners/Vendors without any lawful eviction, let, hindrance, interruption or disturbances by any person or persons whatsoever.

**5.** All the taxes, land revenue and other impositions payable in respect of the said flat up to the date of handing over the possession of the same to the Purchaser/s, shall be paid by the Owners/Vendors and if any portion of any tax, impositions etc. be found to have remained unpaid for the period as mentioned above, liability shall be of the owners/Vendors to pay the same and if the same is paid by the Purchaser/s then it will be recoverable from the Owners/Vendors prior to the date of delivery of possession of the said Flat unto and in favour of the Purchasers and the Purchasers shall pay the entire taxes and outgoings in respect of the said flat after the instant Deed of Conveyance is registered possession given subject to the formation of the Association as mentioned hereto when the Purchasers shall pay the Govt. Rent & Municipal taxes and other outgoings exclusively for the said Flat & the Covered Car Parking spaces and shall pay for all the common portions proportionately to the said Association as would be so directed.

**6.** The Owners/Vendors shall at all times do and execute all such acts, deeds, things and assurances as may be reasonably required by the Purchaser/s for better or further effectuating and assuring the conveyance hereby made or the title of the Purchaser/s to the property hereby sold and conveyed or any mistake or deficiency to the extent of description or other particulars of the said property.

**7.** The Purchasers, their heirs, executors and assigns shall have good right, title and full power and absolute authority to grant, transfer, sell, convey and assign the said flat.

**8.** The Purchaser/s shall not cause any obstruction to the others in any manner in the entrance or exit or to user of any common space in the premises, keep any dirt/rubbish/refuse etc. save and expect the place is reserved for the said purpose.

**9.** The Purchaser/s shall pay the proportionate share of tax of the premises with other co-owners until or unless their names are separately assessed by the Rajpur-Sonarapur Municipality.

**10.** That the Purchaser/s shall not store any inflammable article, fireworks install any machinery, electrical motor and/or start any hotel business in the said flat which may cause sound pollution/air pollution, smoke etc. to the occupant of the other flats in the building.

**11.** That the Purchaser/s shall pay the proportionate share of premium of the Insurance for the said building if any.

**12.** The Purchasers shall also bear all other cost and expenses proportionately for the building or any common part or space thereof with the other flat owners inclusive of the Owners/Vendors (or previous land lord) herein.

**13.** The Vendor & Developer will deliver the right to use and enjoy the common amenities mentioned in the Fourth Schedule hereunder written to the Purchaser/s after completion of the entire project.

**14.** Indemnification by the Vendor about the correctness of the Vendor's title and authority to sell and this Conveyance is being accepted by the Purchaser/s on such express indemnification by the Vendor about the correctness of the Vendor' title, which if found defective or untrue at any time, the Vendor shall, at the costs, expenses, risk and responsibility of the Vendor, forthwith take all necessary steps to remove and/or rectify.

**THE FIRST SCHEDULE ABOVE REFERRED TO**

**ALL THAT** piece and parcel of land measuring more or less **42 Cottah 03 Chittaks 13 Sq. ft.** lying and situate at Mouza- Barhans Fartabad, J.L. No. 47, R.S. 7, Touzi No. 109, Pargana - Medanmallah, comprised in the following way :

R.S. Dag No.	R.S. Khatian No.	Nature	Area
3171	152	Bastu	06 Cottah 10 Chittaks 21 Sq. ft.
3173	152	Bastu	09 Cottah 10 Chittaks 39 Sq. ft.
3174	153	Bastu	05 Cottah 08 Chittaks 09 Sq. ft.
3175	492	Bastu	02 cottah-00 chittak-00 sq ft



3176	419	Bastu	01 Cottah 14 Chittaks
3177	604	Bastu	01 Cottah 03 Chittaks 16 Sq. ft.
3178	491	Bastu	02 Cottah 13 Chittaks
3182	492	Bastu	05 Cottah 10 Chittaks 11 Sq. ft.
3184	604	Bastu	03 Cottah 15 Chittaks 40 Sq. ft.
3185	263	Bastu	01 Cottah 05 Chittaks 28 Sq. ft.
3186	419	Bastu	01 Cottah 06 Chittaks 18 Sq. ft.
3187	422	Bastu	01 Cottah 11 Chittaks 30 Sq. ft.
<b>TOTAL</b>	<b>=</b>		<b>43 Cottah 13 Chittaks 32 Sq. ft.</b>

Holding No. 933, Uttar - Purba Fartabad, Ward No. 28 of Rajpur-Sonarpur Municipality, Police Station- Sonarpur, Post Office-Garia, District South 24-Parganas, Kolkata-700084 together with the proposed building shall be constructed by the Developer herein as per building plan sanctioned by the Rajpur-Sonarpur Municipality. The property is butted and bounded by:-

- ON THE NORTH** : 15' wide Municipal Road  
**ON THE SOUTH** : R.S. Dag no - 3180 and 3183  
**ON THE EAST** : R.S. Dag no - 3150  
**ON THE WEST** : Part of R.S. Dag No. - 3518

The name of the said building project above is known, called and named as "**RAJWADA ALTITUDE**".

**THE SECOND SCHEDULE ABOVE REFERRED TO**

**ALL THAT Flat No. "....."** measuring about ..... **Sq. ft.** on the ..... side of the ..... **Floor** of the said G+19 storied building consisting of ... Bed rooms, .... Dining/Drawing room, .... Kitchen, ..... Toilet, ..... W.C. and ..... Verandah together with ..... **Car Parking Space** measuring more or less ..... **Sq. ft.** on the Ground floor in **Block - .....** of the Housing Complex named and styled as "**RAJWADA ALTITUDE**" also together with proportionate undivided share of land and all common rights and common service and expenses and also fixtures and fittings, electrical Installation mentioned in the Fourth Schedule hereunder written and the Flat & car parking space is being erected as Building **sanction plan no. ....** dated ..... sanctioned by the Rajpur-Sonarpur Municipality, Ward No. 28, Holding No. 933, Uttar - Purba Fartabad, morefully described in the First Schedule herein above.

**THE THIRD SCHEDULE ABOVE REFERRED TO**  
**(COMMON RIGHTS AND SERVICES)**

1. All left open land pathway, drive way etc.
2. The space within the building comprised of the entrance, stair-case, stair-head room, landing lobbies roof.
3. The foundation columns, girders, beams, supports, main wall, the main gate and passage lending to the building and stair-case.
4. Installation for common services such as drainage system, water supply arrangement and electric connection and other amenities, if any to the said premises.
5. Semi-underground and overhead water reservoirs, septic tank, pump, motor, pipes and all the other installation.
6. Common sewerage lines.
7. All other facilities and amenities in the premises which are intended for common use including entrance at the Ground floor.
8. Water pump with motor and water distribution pipes (save those inside the flat).
9. Electrical wiring, fittings and other accessories for lighting the staircase and other common areas/parts.
10. Water sewerages, evacuation pipes from the flats and sewers common to the building.
11. Main gate and boundary walls to the premises of the building.
12. Roof of the building.
13. Lift, Gymnasium, Children's Park, Games Room, Power backup, Swimming pool, Community Hall, Generator, CCTV in common areas and intercom facility etc. for the said Complex.

**FOURTH SCHEDULE ABOVE REFERRED TO**

**(Common expenses)**

- 1. MAINTENANCE:** All expenses for cleaning sweeping maintaining white washing, painting, repairing, renovating and replacing the including sanitary and plumbing.
- 2. OPERATION:** All expenses for running and operating all machineries equipments and installation in common parts, water pump with motor and lighting the common areas generator if any include the costs of repairing renovating and replacing the same.
- 3. INSURANCE:** Insurance premium against fire, riot, stick, malicious damage, earthquake etc. risks covering the said flat and the said building.
- 4. MUNICIPAL LAND REVENUE AND OTHER TAXES :** Municipal Land Revenue and other taxes and outgoing that may be from time to time levied against the land and/or building including water and water charges.

- 5. **STAFF:** The Salaries or all other expenses for the staff employee or to be employed for common purpose including their bonus. If any and other emoluments benefits.
- 6. **FLAT OWNERS ASSOCIATION:** Establishment and all other expenses of the Association including its formation establishment and miscellaneous expenses of the building or any agency of them looking after common purpose until handing over the same to the Association upon completion of sale and registration at all the flats in the said building to the respective purchaser and others.
- 7. **RESERVE:** Creation of funds for replacement renovation and/or periodic expenses.
- 8. **OTHER:** All other expenses and/or outgoing including litigation expenses as may be incurred by the builder and/or the Association for common purpose.

**IN WITNESS WHEREOF ALL THE PARTIES** have hereto signed this **DEED OF CONVEYANCE** this the day, month and year first above written.

**SIGNED, SEALED & DELIVERED**

by the above named parties  
in presence of the following

**WITNESSES :**

1.

\_\_\_\_\_  
**SIGNATURE OF THE OWNERS/VENDORS**

2.

\_\_\_\_\_  
**SIGNATURE OF THE PURCHASER/S**

\_\_\_\_\_  
**SIGNATURE OF THE DEVELOPER**

Drafted by :-

**MEMO OF CONSIDERATION**

**RECEIVED** of and from the within named Purchaser the within mentioned sum of **Rs. ....../- (Rupees ..... only)** towards the full and final consideration price of the within mentioned flat situated of the ..... side of the ..... floor in Block-.....together with ..... car parking space of the building Premise/Holding No. 933, Uttar - Purba Fartabad, Kolkata

– 700084 together with undivided proportionate share or interest in the land underneath as per memo below:-

<b>CHQ DETAILS</b>	<b>DATE</b>	<b>BANK</b>	<b>FLAT AMOUNT</b>	<b>S.TAX</b>	<b>CHQ AMT</b>

**Rs...../- (Rupees ..... only)**

**SIGNED, SEALED & DELIVERED**

in presence of the following

**WITNESSES :**

1.

2.

---

**SIGNATURE OF THE DEVELOPER**