

# DEED OF CONVEYANCE

THIS DEED OF CONVEYANCE is made on this      day of      in the year Two Thousand  
Twenty Five (2025).

**BETWEEN**

**Contd.....**

**AMONGST**

**(1). NEGUS SERVICES PRIVATE LIMITED [PAN No. AABCN5422D]**, a company incorporated under the Companies Act, 1956, having its Registered Office at 18, R.N. Mukherjee Road, 1st Floor, P.O. G.P.O, P.S. Hare street, Kolkata – 700001, represented by its **Director, MR. MANOJ KUMAR BUDHIA [PAN No. AFAPB5130P] [Aadhaar No. 3825 9946 9702]**, son of Late Prabhu Dayal Budhia, by faith - Hindu, by occupation - Business, by Nationality - Indian, residing at 5A, Mukherjee Para Lane, Kalighat, P.O. Kalighat, P.S. Kalighat, Circus Avenue, Kolkata-700026, West Bengal and

**(2). "WITHAL SERVICES PRIVATE LIMITED", (PAN-AAACW4481E)**, a company incorporated under the Companies Act. 1956, having its Regd. Office at 18, R.N. Mukherjee Road, 1st Floor, P.O. - GPO, P.S.- Hare Street, Kolkata 700001, represented by its **Director, MR. MANOJ KUMAR BUDHIA [PAN No. AFAPB5130P] [Aadhaar No. 3825 9946 9702]**, son of Late Prabhu Dayal Budhia, by faith - Hindu, by occupation - Business, by Nationality - Indian, residing at 5A, Mukherjee Para Lane, Kalighat, P.O. Kalighat, P.S. Kalighat, Circus Avenue, Kolkata-700026, West Bengal,

**(3) MR. MANOJ KUMAR BUDHIA [PAN No. AFAPB5130P] [Aadhaar No. 3825 9946 9702]**, son of Late Prabhu Dayal Budhia, by faith - Hindu, by occupation - Business, by Nationality - Indian, residing at 5A, Mukherjee Para Lane, Kalighat, P.O. Kalighat, P.S. Kalighat, Circus Avenue, Kolkata-700026, West Bengal

hereinafter called the **"OWNERS"** (which expression shall unless excluded by or repugnant to the subject or context here of be deemed to mean and include **its** executors, administrators, representatives, assigns, nominee or nominees and also Successors and Legal heirs) of the **FIRST PART**.

The land owner No. 1 is represented by **its** constituted attorney namely **JAMALUDDIN MOLLA [PAN NO. AIYPM1138K], [AADHAAR NO. 4262 4133 2212]**, son of Mojambari Molla, by faith - Muslim, by occupation - Business, by nationality - Indian, residing at Lauhati, Rajarhat, P.O. Lauhati, P.S. Rajarhat, Kolkata - 700135, District North 24 Parganas, West Bengal, by a **Registered Development Agreement along with Registered Power of Attorney** both dated **18<sup>th</sup> Day of August, 2022** registered at the office of the Additional Registrar of Assurance IV, Kolkata and also recorded in Book No. 1, Volume No. 1904-2022. Pages from 842251 to 842290 **bearing Deed No, 13186 of the year 2022.**

The land owner No. 2 is represented by **its** constituted attorney namely **JAMALUDDIN MOLLA [PAN NO. AIYPM1138K], [AADHAAR NO. 4262 4133 2212]**, son of Mojambari Molla, by faith - Muslim, by occupation - Business, by nationality - Indian, residing at Lauhati, Rajarhat, P.O. Lauhati, P.S. Rajarhat, Kolkata - 700135, District North 24 Parganas, West Bengal, by a **Registered Development Agreement along with Registered Power of Attorney** both dated **18<sup>th</sup> Day of August, 2022** registered at the office of the Additional Registrar of Assurance IV, Kolkata and recorded in Book No. 1, Volume No. 1904-2022. Pages from 842291 to 842350 **bearing Deed No, 13187 of the year 2022.**

The land owner No. 3 is represented by **its** constituted attorney namely **JAMALUDDIN MOLLA [PAN NO. AIYPM1138K], [AADHAAR NO. 4262 4133 2212]**, son of Mojambari Molla, by faith - Muslim, by occupation - Business, by nationality - Indian, residing at Lauhati, Rajarhat, P.O. Lauhati, P.S. Rajarhat, Kolkata - 700135, District North 24 Parganas, West Bengal, by a **Registered Development Agreement along with Registered Power of Attorney** both dated **18<sup>th</sup> Day of August, 2022** registered at the office of the Additional Registrar of Assurance IV, Kolkata and recorded in Book No. 1, Volume No. 1904-2022. Pages from 842219 to 842250 **bearing Deed No, 13185 of the year 2022.**

**AND**

**NITU DEVELOPERS PRIVATE LIMITED [PAN NO. AAECN1633P]**, a Private Limited Company, incorporated under the provisions of Companies Act, 1956, having its Registered Office address at Lauhati, Rajarhat, P.O. Lauhati, P.S. Rajarhat, Kolkata - 700135, District North 24 Parganas, West Bengal, represented by its Managing Director, **JAMALUDDIN MOLLA [PAN NO. AIYPM1138K], [AADHAAR NO. 4262 4133 2212]**, son of Mojambari Molla, by faith - Muslim, by occupation - Business, by nationality - Indian, residing at Lauhati, Rajarhat, P.O. Lauhati, P.S. Rajarhat, Kolkata - 700135, District North 24 Parganas, West Bengal, hereinafter called and referred to as the "**DEVELOPER**" (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include **its** executors, administrators, representatives, assigns, nominee or nominees and also Successors - in - interest) of the **SECOND PART**.

**A N D**

**XX**, hereinafter called and referred to as the "**PURCHASER**" (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his legal heirs, executors, administrators, representatives, assigns, nominee or nominees) of the **THIRD PART**.

**DEFINITIONS -**

1.1 **“Architect”** shall mean the Architect appointed or to be appointed from time to time by Owners/Promoters for the purpose of planning, designing and supervision of the construction of the Building(s).

1.2 **Allotment/Agreement For Sale** - shall mean the provisional allotment letter and/or this Agreement for sale of the Apartment.

1.3 **Apex Body or Federation** means an independent body formed by and consisting of all the associates registered under the WB Apartment Ownership Act or any other legal entity constituted of the **Purchaser/Purchasers** in various buildings/phase of entire housing complex where each such associate or any other legal entity , as the case may be , which cooperate in the maintenance and administration of common areas and amenities and facilities provided in the whole project while independently retaining control of its own internal affairs and administration in respect of each of the buildings/phase for which they are formed.

1.4 **Block/Tower** shall mean a building consisting of several Apartment Units and other spaces intended for independent or exclusive use.

1.5 **Association of Purchaser’s** means a collective body of the **Purchaser** of a real estate project, by whatever named called, registered under any law for the time being in force, acting as a group to serve the cause of its members and shall include the authorized representatives of the **Purchaser/Purchasers**.

1.6 **Built up Area** shall mean the area of the unit to be allotted and shall include, inter alia the area of covered balcony attached thereto and also thickness of the outer walls, internal walls columns pillars therein Provided That if any wall column or pillar being common between two units then half of the area under such wall, column or pillar shall be included in each such unit to be certified by the Architects.

1.7 **Whole Project** shall mean the entire Housing Complex envisaged at present to comprise altogether Phase 1, 2, 3 and future proposed buildings Projects/Phases including the Completed Phases. Future extensions to this Complex will merge and integrate and become part of this Complex.

1.8 Project/ Phase Plan shall mean the project plan for **SUN SHINE GREEN CITY - Block E** in

the Plan.

1.9 **Carpet Area** shall mean the net usable floor area of the Unit, excluding the area covered by the external walls, areas under the services shafts exclusive balcony appurtenant to the said Unit for exclusive use of the **Purchaser/Purchasers** or verandah area and exclusive open terrace area, as the case may be which is appurtenant to the net usable floor area of an Unit meant for the exclusive use of the Purchaser/Purchasers, but includes the internal partition walls of the Unit.

1.10 **Proportionate Share** will be fixed on the basis of the area of the Unit purchased in proportion to the area of all the Units in the Residential Complex or block as the case may be PROVIDED THAT where it refers to the share of the Purchaser/Purchasers in the rates and/or taxes amongst the Common Expenses then such share of the whole shall be determined on the basis on which such rates and/or taxes are being respectively levied.

1.11 **Phase of a Real Estate Project** means a phase which may consist of one or more building or a wing of the building in case of building with multiple wings or defined number of floors in a multistoried building/wing.

1.12 **Super Built up Area/ Chargeable Area/Salable area for Maintenance** will be the built up Area and including the right in common parts and common portions like entrance lobby and upper floor lobbies, stair-cases, landings, stair covers, community hall, lift shafts, lift machine rooms, plumbing shaft, fire shaft, electrical shaft, drivers' and servants / common toilet, electrical rooms, CC TV Room, service areas, and overhead tank, overhead fire tank, STP, underground tank, rain water harvesting tank, garbage room/vat, pump room, security room, fire tank, sump and common roof, maintenance offices or stores, security or fire control rooms and architectural features if provided etc. as agreed between the Owners/Promoters and Purchaser/Purchasers in this agreement of Sale for which proportionate cost has been collected from the **Purchaser/Purchasers**.

1.13 **Structural Engineer** shall mean the Engineer appointed or to be appointed from time to time by Owners/Promoters for the preparation of the structural design and drawings of the buildings.

1.14 **THE ACT**: The ACT Means WBRERA ACT, 2016 and the project is already registered under WBRERA ACT being project registration number \_\_\_\_\_ dated

1.15 **THE SANCTION PLAN**: The sanction plan means the building **Plan** sanctioned and approved by the **District Engineer N-24 Parganas Zilla Parishad on 10.03.2025** and also sanctioned and approved by the **Executive Officer, Rajarhat Panchayat Samity on 20.03.2025** by virtue of **Approval Order No. 552/RPS dated 20.03.2025**

**BACKGROUND OF THE OWNERSHIP:**

**OWNERSHIP OF NEGUS SERVICES PRIVATE LIMITED**

**1. WHEREAS:**

By an indenture of conveyance dated 1st September 2017 registered in the office of A.D.S.R Rajarhat, recorded in Book No. I, Volume No. 1523-2017, Pages from 259427 to 259449 being **Deed No. 152308866 for the 2017, Jamaluddin Molla** (recorded owner) being the Vendor therein, sold, conveyed and transferred in favour of **Negus Services Private Limited** represented by its Director Manoj Kumar Budhia, ALL THAT piece or parcel of Sali land measuring an area of **13 Satak** more or less, comprised in **R.S. & L.R. Dag Nos. 4101 & 4109, under L.R. Khatian No. 10030**, lying and situated at **Mouza - Bishnupur**, JL No. 44. R.S. No. 126, Touzi No 173 at present No. 10, within the local limits of **Chandpur Gram Panchayet**, within the jurisdiction of **Rajarhat Police Station**, under

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A.D.S.R. Office, Rajarhat, New Town, in the District of North 24 Parganas, Kolkata - 700135, in the State of West Bengal, the said land clearly as under following manner :

<b>Saleable Land</b>	<b>Share of land</b>	<b>Out of Total land</b>	<b>R.S. &amp;LR . Dag</b>	<b>LR .Kh . No</b>	<b>Nature of Land</b>
04.00 Satak	0.0533	75 Satak	4101	10030	Sali
09.00 Satak	0.6000	15 Satak	4109	10030	Sali
<b>13.00 Satak in total</b>					

## 2. WHEREAS:

By an indenture of conveyance dated 1st September 2017 registered in the office of A.D.S.R Rajarhat, recorded in Book No. I, Volume No. 1523-2017, Pages from 259404 to 259426 being **Deed No. 152308867 for the 2017, Jamaluddin Molla** (recorded owner) being the Vendor therein, sold, conveyed and transferred in favour of **Negus Services Private Limited** represented by its Director Manoj Kumar Budhia, ALL THAT piece or parcel of Sali land measuring an area of **19.89 Satak** more or less, comprised in **R.S. & L.R. Dag No. 4100, under L.R. Khatian No. 10030**, (in the name of Jamaluddin Molla) lying and situated at **Mouza - Bishnupur**, JL No. 44. R.S. No. 126, Touzi No. 173 at present No. 10, within the local limits of **Chandpur Gram Panchayet**, within the jurisdiction of Rajarhat Police Station, under A.D.S.R. Office, Rajarhat, New Town, in the District of North 24 Parganas, Kolkata - 700135, in the State of West Bengal, the said land clearly as under following manner :

<b>Saleable Land</b>	<b>Share of land</b>	<b>Out of Total land</b>	<b>R.S. &amp;LR . Dag</b>	<b>LR .Kh . No</b>	<b>Nature of Land</b>
19.89 Satak	0.6216	32 Satak	4100	10030	Sali
<b>19.89 Satak in total</b>					

**3. WHEREAS:** By an indenture of conveyance dated 1st September 2017 registered in the office of A.D.S.R Rajarhat, recorded in Book No. I, Volume No. 1523-2017, Pages from 259450 to 259475 being **Deed No. 152308870 for the 2017, Nitu Developers Private Limited** represented by its Directors Jamaluddin Molla and Halima Bibi (recorded owner) being the Vendor therein, sold, conveyed and transferred in favour of **Negus Services Private Limited** represented by its Director Manoj Kumar Budhia, ALL THAT piece or parcel of Sali land measuring an area of **01.80 Satak** out of 9 Satak more or less, comprised in **R.S. & L.R. Dag No. 3841, under L.R. Khatian No. 10109**, lying and situated at **Mouza - Bishnupur**, JL No. 44. R.S. No. 126, Touzi No 173 at present No. 10, within the local limits of **Chandpur Gram Panchayet**, within the jurisdiction of Rajarhat Police Station, under A.D.S.R. Office, Rajarhat, New Town, in the District of North 24 Parganas, Kolkata - 700135, in the State of West Bengal, the said land clearly as under following manner :

<b>Saleable Land</b>	<b>Share of land</b>	<b>Out of Total land</b>	<b>R.S. &amp;LR . Dag</b>	<b>LR .Kh . No</b>	<b>Nature of Land</b>
01.80 Satak	0.2000	9 Satak	3841	10109	Sali
<b>01.80 Satak in total</b>					

4. **WHEREAS:** By an indenture of conveyance dated 1st September 2017 registered in the office of A.D.S.R Rajarhat, recorded in Book No. I, Volume No. 1523-2017, Pages from 260985 to 261007 being **Deed No. 152308891 for the 2017, Halima Bibi** (recorded owner) being the Vendor therein, sold, conveyed and transferred in favour of **Negus Services Private Limited** represented by its Director Manoj Kumar Budhia, ALL THAT piece or parcel of Sali land measuring an area of **02.76 Satak** out of 21 Satak more or less, comprised in **R.S. & L.R. Dag No. 3837, under L.R. Khatian No. 4248**, lying and situated at **Mouza - Bishnupur**. JL No. 44. R.S. No. 126, Touzi No 173 at present No. 10, within the local limits of **Chandpur Gram Panchayet**, within the jurisdiction of **Rajarhat Police Station**, under A.D.S.R. Office, Rajarhat, New Town, in the District of North 24 Parganas, Kolkata - 700135, in the State of West Bengal, the said land clearly as under following manner :

Saleable Land	Share of land	Out of Total land	R.S. &LR . Dag	LR .Kh . No	Nature of Land
02.76 Satak	0.1314	21 Satak	3837	4248	Sali
<b>02.76 Satak in total</b>					

5. **WHEREAS :** By an indenture of conveyance dated 22<sup>nd</sup> September 2017 registered in the office of A.D.S.R Rajarhat, recorded in Book No. I, Volume No. 1523-2017, Pages from 288073 to 288095 being **Deed No. 152309673 for the 2017, Asit Jhuri @ Asit Baran Ghosh** (recorded owner) being the Vendor therein, sold, conveyed and transferred in favour of **Negus Services Private Limited** represented by its Director Manoj Kumar Budhia, ALL THAT piece or parcel of Sali land measuring an area of **03 Satak** more or less, comprised in **R.S. & L.R. Dag No. 4100, under L.R. Khatian No. 157**, lying and situated at **Mouza - Bishnupur**. JL No. 44. R.S. No. 126, Touzi No 173 at present No. 10, within the local limits of **Chandpur Gram Panchayet**, within the jurisdiction of Rajarhat Police Station, under A.D.S.R. Office, Rajarhat, New Town, in the District of North 24 Parganas, Kolkata - 700135, in the State of West Bengal, the said land clearly as under following manner :

Saleable Land	Share of land	Out of Total land	R.S. &LR . Dag	LR .Kh . No	Nature of Land
03 Satak	0.0938	32 Satak	4100	157	Sali
<b>03 Satak in total</b>					

6. **WHEREAS:** The Vendor therein **Rajarhat Estates Private Limited** was the owner and possessor of shali land admeasuring an area of 24.20 Decimals more or less comprised in **R.S. & L.R. Dag Nos. 3843, 4097, 4109 & 3848 under R.S. Khatian No. 33, L.R. Khatian Nos. 1950, 759, 3400 & 1418**, lying and situated at **Mouza - Bishnupur**, J.L. No. 44, R.S. No. 126, at present Touzi No. 10, within the local limits of **Chandpur Gram Panchayet**, within the jurisdiction of **Rajarhat Police Station**, in the District of North 24 Parganas, by virtue of two separate purchase i.e. **(1) land area 23.20 Decimals comprised in R.S. Dag Nos. 3843, 4097 & 4109 under R.S. Khatian No. 33, L.R. Khatian No. 1950, 3400 & 759** purchased from one (i) **Sibhas Jhuri**, son of Late Adaitya Jhuri (ii) **Bibhas Jhuri** son of late Adaitya Jhuri (iii) **Gobinda Jhuri** (iv) **Ashok Jhuri** (v) **Sandhya Ghosh alias Jhuri** all sons and daughter of late Kanai Lal Jhuri all of Chandpur, P.S. Rajarhat, District North 24 Parganas, by a registered Deed of Sale recorded in Book No. I, **Being No. 03530 in the year 2006** which executed on 18/10/2005 and **(2) land area 01.00 Decimal** comprised in **R.S. Dag No. 3848 under L.R. Khatian No. 1418** purchased from one **Hassanur Molla**, son of Late Didar Box Molla, resident of

Lauhati, P.S. Rajarhat, District North 24 Parganas, by a registered Deed of Sale recorded in Book No. I, **Being No. 02461 in the year 2006** which executed on 24/09/2004 both registered at A.D.S.R. office Bidhannagar (Salt Lake City) against valuable consideration mentioned thereon.

While seized and possessed of the said plot of land, the said Vendor therein **Rajarhat Estates Private Limited** recorded its name to the BL & LR office at the time of L.R. Settlement Operation being L.R. Khatian No. 8786, in respect of said land measuring 01 Decimal comprised in R.S. & L.R. Dag No. 3848, at Mouza - Bishnupur, P.S. Rajarhat, District North 24 Parganas as absolute owner and possessor thereof.

Since then, the Vendor therein Rajarhat Estates Private Limited was seized and possessed of the aforesaid plot of shali land measuring an area of 24.20 Decimals more or less more fully described in the Schedule hereinafter written by virtue of above Purchase and L.R. Record of rights and has been enjoying the same as per demarcation peacefully, freely, absolutely and without any interruptions.

Thereafter, by an indenture of conveyance dated 19<sup>th</sup> December 2017 registered in the office of A.D.S.R Rajarhat, recorded in Book No. I, Volume No. 1523-2017, Pages from 383430 to 383451 being **Deed No. 152312812 for the 2017, Rajarhat Estates Private Limited** represented by its Director Giridhari Lal Singhal (recorded owner) being the Vendor therein, sold, conveyed and transferred in favour of **Negus Services Private Limited** represented by its Director Manoj Kumar Budhia, ALL THAT piece or parcel of Sali land measuring an area of **11.75 Satak** more or less out of 24.20 sataks more or less comprised in **R.S. & L.R. Dag Nos. 3843, 4097 & 3848 under R.S. Khatian No. 33, L.R. Khatian Nos. 1950, 759, 3400 & 8786**, lying and situated at **Mouza- Bishnupur**, JL No. 44, R.S. No. 126, Touzi No 173 at present No. 10, within the local limits of **Chandpur Gram Panchayet**, within the jurisdiction of **Rajarhat Police Station**, under A.D.S.R. Office, Rajarhat, New Town, in the District of North 24 Parganas, Kolkata - 700135, in the State of West Bengal, the said land clearly as under following manner :

<b>Saleable Land</b>	<b>Share of land</b>	<b>Out of Total land</b>	<b>R.S. &amp;LR . Dag</b>	<b>LR .Kh . No</b>	<b>Nature of Land</b>
01.00 Decimal	0.0333	30 Decimal	3848	8786	Sali
03.75 Decimal	0.2500	15 Decimal	3843	3400 & 1950	Sali
07.00 Decimal	0.2500	28 Decimal	4097	3400 & 1950	Sali
<b>11.75 Satak in total</b>					

#### **7. WHEREAS:**

The Vendor therein **Rajarhat Estates Private Limited** was the owner and possessor of shali land admeasuring an area of 24.20 Decimals more or less comprised in **R.S. & L.R. Dag Nos. 3843, 4097, 4109 & 3848 under R.S. Khatian No. 33, L.R. Khatian Nos. 1950, 759, 3400 & 1418**, lying and situated at **Mouza- Bishnupur**, J.L. No. 44, R.S. No. 126, at present Touzi No. 10, within the local limits of **Chandpur Gram Panchayet**, within the jurisdiction of **Rajarhat Police Station**, in the District of North 24 Parganas, by virtue of two separate purchase i.e. **(1) land area 23.20 Decimals** comprised in **R.S. Dag Nos. 3843, 4097 & 4109 under R.S. Khatian No. 33, L.R. Khatian No. 1950, 3400 & 759** purchased from one (i) **Sibhas Jhuri**, son of Late Adaitya Jhuri (ii) **Bibhas Jhuri** son of late Adaitya Jhuri (iii) **Gobinda Jhuri** (iv) **Ashok Jhuri** (v) **Sandhya Ghosh alias Jhuri** all

sons and daughter of late Kanai Lal Jhuri all of Chandpur, P.S. Rajarhat, District North 24 Parganass, by a registered Deed of Sale recorded in Book No. I, **Being No. 03530 in the year 2006** which executed on 18/10/2005 and **(2)** land area **01.00 Decimal** comprised in **R.S. Dag No. 3848 under L.R. Khatian No. 1418** purchased from one **Hassanur Molla**, son of Late Didar Box Molla, resident of Lauhati, P.S. Rajarhat, District North 24 Parganas, by a registered Deed of Sale recorded in Book No. I, **Being No. 02461 in the year 2006** which executed on 24/09/2004 both registered at A.D.S.R. office Bidhannagar (Salt Lake City) against valuable consideration mentioned thereon.

While seized and possessed of the said plot of land, the said Vendor therein Rajarhat Estates Private Limited recorded its name to the BL & LR office at the time of L.R. Settlement Operation being L.R. Khatian No. 8786, in respect of said land measuring 01 Decimal comprised in R.S. & L.R. Dag No. 3848, at **Mouza - Bishnupur**, P.S. Rajarhat, District North 24 Parganas as absolute owner and possessor thereof.

Since then, the Vendor therein **Rajarhat Estates Private Limited** was seized and possessed of the aforesaid plot of shali land measuring an area of 24.20 Decimals more or less more fully described in the Schedule hereinafter written by virtue of above Purchase and L.R. Record of rights and has been enjoying the same as per demarcation peacefully, freely, absolutely and without any interruptions.

Thereafter, by an indenture of conveyance dated 20th December 2017 registered in the office of A.D.S.R Rajarhat, recorded in Book No. I, Volume No. 1523-2018, Pages from 2778 to 2799 being **Deed No. 152312865 for the 2017, Rajarhat Estates Private Limited** represented by its Director Giridhir Lal Singhal (recorded owner) being the Vendor therein, sold, conveyed and transferred in favour of **Negus Services Private Limited** represented by its Director Manoj Kumar Budhia, ALL THAT piece or parcel of Sali land measuring an area of **12.45 Decimal** more or less, comprised in **R.S. & L.R. Dag Nos. 3843, 4097 & 4109 under R.S. Khatian No. 33, L.R. Khatian Nos. 1950, 759 & 3400**, lying and situated at **Mouza- Bishnupur**, JL No. 44. R.S. No. 126, Touzi No 173 at present No. 10, within the local limits of **Chandpur Gram Panchayet**, within the jurisdiction of **Rajarhat Police Station**, under A.D.S.R. Office, Rajarhat, New Town, in the District of North 24 Parganas, Kolkata - 700135, in the State of West Bengal, the said land clearly as under following manner :

Saleable Land	Share of land	Out of Total land	R.S. & LR . Dag	LR .Kh . No	Nature of Land
03.75 Decimal	0.2500	15 Decimal	4109	3400 & 1950	Sali
02.25 Decimal	0.1500	15 Decimal	3843	759	Sali
04.20 Decimal	0.1500	28 Decimal	4097	759	Sali
02.25 Decimal	0.1500	15 Decimal	4109	759	Sali
<b>12.45 Satak in total</b>					

Totaling to **64.65 (Sixty Four point Sixty Five) decimal** equivalent to **39 (Thirty Nine) Katha 01 (One) Chitak 37 (Thirty Seven) Sq. Ft.** more or less lying and situated at **Mouza - Bishnupur**, comprised in **R.S. & L.R. Dag Nos. 3837, 3841, 3843, 3848, 4097, 4100, 4101 and 4109** and under R.S. Khatian no. 33, L.R. Khatian Nos. 157, 759, 1950, 3400, 4248, 8786 and 10030, J.L. No. 44, R.S. No. 126, Touzi No. 173 at present No. 10, within the local limits of **Chandpur Gram Panchayet**, within the jurisdiction of **Rajarhat Police Station**, Pargana Kolikata, under A.D.S.R. Office, Rajarhat, New Town, in the

District of North 24-Parganas, Kolkatta - 700135, more fully described in the **Schedule 'A'** written hereunder.

**AND WHEREAS** thereafter the **Negus Services Private Limited**, one of the **Owner** herein, **mutated its** name in **L.R. Khatian Nos. 10967 and 11108**, in the records of B.L.&L.R.O. in respect of the aforesaid land and also mutated its name in the record of the **Chandpur Gram Panchayat** in respect of the aforesaid land as recorded **Owner** and have so long been enjoying and possessing the same with good right and full and absolute power of ownership and have every right to transfer the same or any part to anybody by any way and possessed and enjoyed the said property free from all encumbrances.

**OWNERSHIP OF M/S WITHAL SERVICES PRIVATE LIMITED**

**WHEREAS :** By an indenture of conveyance dated 1st September 2017 registered in the office of A.D.S.R Rajarhat, recorded in Book No. I, Volume No. 1523-2017, Pages from 259381 to 259403 being **Deed No. 152308871 for the 2017, Jamaluddin Molla** being the Vendor therein, sold, conveyed and transferred in favour of **M/S WITHAL SERVICES PRIVATE LIMITED** represented by its Director Manoj Kumar Budhia, ALL THAT piece or parcel of Sali land measuring an area of **15.38 Satak** more or less, comprised in **R.S. & L.R. Dag Nos. 3846 & 4097, under L.R. Khatian No. 10030**, lying and situated at **Mouza - Bishnupur**, J.L. No. 44, R.S. No. 126, Touzi No. 173 at present No. 10, within the local limits of **Chandpur Gram Panchayet**, within the jurisdiction of **Rajarhat Police Station**, Pargana Kolikata, under A.D.S.R. Office, Rajarhat, New Town, in the District of North 24-Parganas, Kolkata - 700135, in the State of West Bengal, the said land is clearly specified in the following manner :

<b>Saleable Land Area</b>	<b>Share of Land</b>	<b>Out of total land</b>	<b>R.S. &amp; L.R. Dag No.</b>	<b>L.R. Khatian No.</b>	<b>Nature of Land</b>
02.00 Satak	0.5000	04 Satak	3846	10030	Sali
13.38 Satak	0.4779	28 Satak	4097	10030	Sali
<b>TOTAL : 15.38 SATAK</b>					

**AND WHEREAS :** By an indenture of conveyance dated 1st September 2017 registered in the office of A.D.S.R Rajarhat, recorded in Book No. I, Volume No. 1523-2017, Pages from 259875 to 259898 being **Deed No. 152308872 for the 2017, Jamaluddin Molla** being the Vendor therein, sold, conveyed and transferred in favour of **M/S WITHAL SERVICES PRIVATE LIMITED** represented by its Director Manoj Kumar Budhia, ALL THAT piece or parcel of Sali land measuring an area of **10.63 Satak** more or less, comprised in **R.S. & L.R. Dag Nos. 3842 and 3843, under L.R. Khatian No. 10030** lying and situated at **Mouza - Bishnupur**, J.L. No. 44, R.S. No. 126, Touzi No. 173 at present No. 10, within the local limits of **Chandpur Gram Panchayet**, within the jurisdiction of **Rajarhat Police Station**, Pargana Kolikata, under A.D.S.R. Office, Rajarhat, New Town, in the District of North 24-Parganas, Kolkata - 700135, in the State of West Bengal, the said land is clearly specified in the following manner:

<b>Saleable Land Area</b>	<b>Share of Land</b>	<b>Out of total land</b>	<b>R.S. &amp; L.R. Dag No.</b>	<b>L.R. Khatian No.</b>	<b>Nature of Land</b>
02.38 Satak	0.29690	08 Satak	3842	10030	Sali

08.25 Satak	0.5500	15 Satak	3843	10030	Sali
<b>TOTAL: 10.63 SATAK</b>					

**AND WHEREAS :** By an indenture of conveyance dated 1st September 2017 registered in the office of A.D.S.R Rajarhat, recorded in Book No. I, Volume No. 1523-2017, Pages from 260654 to 260676 being **Deed No. 152308873 for the 2017, Jamaluddin Molla** being the Vendor therein, sold, conveyed and transferred in favour of **M/S WITHAL SERVICES PRIVATE LIMITED** represented by its Director Manoj Kumar Budhia, ALL THAT piece or parcel of Sali land measuring an area of **18.24 Satak** more or less, comprised in **R.S. & L.R. Dag Nos. 3837, under L.R. Khatian No. 10030** lying and situated at **Mouza - Bishnupur**, J.L. No. 44, R.S. No. 126, Touzi No. 173 at present No. 10, within the local limits of **Chandpur Gram Panchayet**, within the jurisdiction of **Rajarhat Police Station**, Pargana Kolikata, under A.D.S.R. Office, Rajarhat, New Town, in the District of North 24-Parganas, in the State of West Bengal, Kolkata - 700135, the said land is clearly specified in the following manner :

Saleable Land Area	Share of Land	Out of total land	R.S. & L.R. Dag No.	L.R. Khatian No.	Nature of Land
18.24 Satak	0.8686	21 Satak	3837	10030	Sali
<b>TOTAL: 18.24 SATAK</b>					

**AND WHEREAS :** By an indenture of conveyance dated 1st September 2017 registered in the office of A.D.S.R Rajarhat, recorded in Book No. I, Volume No. 1523-2017, Pages from 260358 to 260381 being **Deed No. 152308876 for the 2017, Jamaluddin Molla** being the Vendor therein, sold, conveyed and transferred in favour of **M/S WITHAL SERVICES PRIVATE LIMITED** represented by its Director Manoj Kumar Budhia, ALL THAT piece or parcel of Sali land measuring an area of **10.70 Satak** more or less, comprised in **R.S. & L.R. Dag Nos. 3840 & 3841, under L.R. Khatian No. 10030** lying and situated at **Mouza - Bishnupur**, J.L. No. 44, R.S. No. 126, Touzi No. 173 at present No. 10, within the local limits of **Chandpur Gram Panchayet**, within the jurisdiction of **Rajarhat Police Station**, Pargana Kolikata, under A.D.S.R. Office, Rajarhat, New Town, in the District of North 24-Parganas, Kolkata - 700135, in the State of West Bengal, the said land is clearly specified in the following manner:

Saleable Land Area	Share of Land	Out of total land	R.S. & L.R. Dag No.	L.R. Khatian No.	Nature of Land
03.50 Satak	0.5000	07 Satak	3840	10030	Sali
07.20 Satak	0.8000	09 Satak	3841	10030	Sali
<b>TOTAL: 10.70 SATAK</b>					

**AND WHEREAS:** By an indenture of conveyance dated 4<sup>th</sup> September 2017 registered in the office of A.D.S.R Rajarhat, recorded in Book No. I, Volume No. 1523-2017, Pages from 261008 to 261030 being **Deed No. 152308890 for the 2017, Jamaluddin Molla** being the Vendor therein, sold, conveyed and transferred in favour of **M/S WITHAL SERVICES PRIVATE LIMITED** represented by its Director Manoj Kumar Budhia, ALL THAT piece or parcel of Sali land measuring an area of **10.00 Satak** more or less, comprised in **R.S. & L.R. Dag Nos. 3839, under L.R. Khatian No. 10030** lying and situated at **Mouza - Bishnupur**, J.L. No. 44, R.S. No. 126, Touzi No. 173 at present No. 10, within the local limits of **Chandpur Gram Panchayet**, within the jurisdiction of **Rajarhat Police Station**,

Pargana Kolikata, under A.D.S.R. Office, Rajarhat, New Town, in the District of North 24-Parganas, Kolkata - 700135, in the State of West Bengal, the said land is clearly specified in the following manner:

Saleable Land Area	Share of Land	Out of total land	R.S. & L.R. Dag No.	L.R. Khatian No.	Nature of Land
10.00 Satak	1.0000	10 Satak	3839	10030	Sali
<b>TOTAL: 10.00 SATAK</b>					

**AND WHEREAS:** By an indenture of conveyance dated 21<sup>st</sup> September 2017 registered in the office of A.R.A-IV, recorded in Book No. I, Volume No. 1904-2017, Pages from 373607 to 373631 being **Deed No. 190409967 for the 2017, Abdul Rup Molla** (who inherited the property from his father Abdul Khalek Molla as per Mohammedan law of Succession) being the Vendor therein, sold, conveyed and transferred in favour of **M/S WITHAL SERVICES PRIVATE LIMITED** represented by its Director Manoj Kumar Budhia, ALL THAT piece or parcel of Sali land measuring an area of **0.87 Satak** more or less, comprised in **R.S. & L.R. Dag Nos. 3842, under L.R. Khatian No. 849**, lying and situated at **Mouza - Bishnupur**, J.L. No. 44, R.S. No. 126, Touzi No. 173 at present No. 10, within the local limits of **Chandpur Gram Panchayet**, within the jurisdiction of **Rajarhat Police Station**, Pargana Kolikata, under A.D.S.R. Office, Rajarhat, New Town, in the District of North 24-Parganas, Kolkata - 700135, in the State of West Bengal, the said land is clearly specified in the following manner:

Saleable Land Area	Share of Land	Out of total land	R.S. & L.R. Dag No.	L.R. Khatian No.	Nature of Land
0.87 Satak	-	-	3842	849	Sali
<b>TOTAL: 0.87 SATAK</b>					

**AND WHEREAS:** By an indenture of conveyance dated 22<sup>nd</sup> September 2017 registered in the office of A.D.S.R, Rajarhat, recorded in Book No. I, Volume No. 1523-2017, Pages from 288046 to 288072 being **Deed No. 152309672 for the 2017, Padmabati Gosh & 6 Ors.** (who inherited the property from their husband and father Dulal Jhuri as per Hindu Succession Act) represented by their Attorney Nabakumar Ghosh being the Vendors therein, sold, conveyed and transferred in favour of **M/S WITHAL SERVICES PRIVATE LIMITED** represented by its Director Manoj Kumar Budhia, ALL THAT piece or parcel of Sali land measuring an area of **3 Satak** more or less, comprised in **R.S. & L.R. Dag Nos. 4100 under L.R. Khatian No. 157**, lying and situated at **Mouza - Bishnupur**, J.L. No. 44, R.S. No. 126, Touzi No. 173 at present No. 10, within the local limits of **Chandpur Gram Panchayet**, within the jurisdiction of **Rajarhat Police Station**, Pargana Kolikata, under A.D.S.R. Office, Rajarhat, New Town, in the District of North 24-Parganas, Kolkata - 700135, in the State of West Bengal, the said land is clearly specified in the following manner:

Saleable Land Area	Share of Land	Out of total land	R.S. & L.R. Dag No.	L.R. Khatian No.	Nature of Land
03 Satak	0.0938	32	4100	1456	Sali
<b>TOTAL: 3 SATAK</b>					

**AND WHEREAS:** The **New Town Projects Private Limited** was the owner and possessor of two plots of shali land measuring an area of **13.99 Decimals** more or less comprised in **R.S. & L.R. Dag Nos. 3848 & 4100 under L.R. Khatian Nos. 959, 398, 3265, 2210, 2761, 2634, 1234, 757, 1312, 1456, 157, 8882 & 1014**, lying and situated at **Mouza - Bishnupur**, J.L. No. 44, R.S. No. 126, at present Touzi no. 10, within the local limits of **Chandpur Gram Panchayet**, within the jurisdiction of **Rajarhat Police Station**, in the District of North 24 Parganas, by virtue of six separate purchases **(1)** land area **01.61 Decimals** comprised in R.S. Dag no. 3848 under L.R. Khatian Nos. 959, 398, 3265, 2210 & 2761 purchased from one **Shan Mohammad Molla, Iyaman Bibi, Yousuf Molla, Khairuddin Molla, Sabed Ali Molla, Abed Ali Molla, Jelean Bibi, Labejan Bibi, Khayran Nessa, Jaheran Bibi, Maheran Bibi, Soberatan Bibi, Alauddin Molla, Nasiruddin Molla, Nizamuddin Molla, Jahanara Bibi, Tachlima Bibi, Chhalema Bibi, Halima Bibi, Manjura Bibi** by a registered Deed of Sale recorded in Book No. I, **Being No. 03741 in the year 2006** which executed on 15/06/2005; **(2)** land area **04.12 Decimals** comprised in R.S. Dag no. 3848 under L.R. Khatian No. 2634 purchased from **Rohim Middya**, by a registered Deed of Sale recorded in Book No. I, **Being No. 03548 in the year 2006** which executed on 29/07/2005; **(3)** land area **02.13 Decimals** comprised in R.S. Dag no. 3848 under L.R. Khatian No. 1234 purchased from **Sahanara Bibi, Anawara Bibi, Jahanara Bibi, Manuara Bibi, Kutubuddin, Sahabuddin, Sarifuddin and Mahiuddin** by a registered Deed of Sale recorded in Book no. I, **Being No. 03030, in the year 2006** which executed on 20/01/2005; **(4)** land area **01.62 Decimals** comprised in R.S. Dag no. 3848 under L.R. Khatian No. 757, 959, 3265, 398, 2210 & 1312 purchased from **Amena Bibi, Taj Mohammad Molla, Jaiuddin Mondal**, by a registered Deed of Sale recorded in Book No. I, **Being No. 03746, in the year 2006** which executed on 29/04/2005; **(5)** land area **01.21 Decimals** comprised in R.S. Dag No. 3848 under L.R. Khatian No. 959, purchased from **Kura Gazi, Shuklal Bibi, Saira Bibi, Zakir Gazi, Sakir Gazi, Sabir Gazi, Raila Bibi, Marjina Bibi and Arjina Bibi**, by a registered Deed of Sale recorded in Book No. 1, **Being No. 02647, in the year 2006** which executed on 22/02/2005; **(6)** land area **03.30 Decimals** comprised in R.S. Dag No. 4100 under L.R. Khatian No. 1014, 1456, 157 & 8812, purchased from **Poonam Malhotra** by a registered Deed of Sale recorded in Book No. I, Volume No. 226, Pages from 276 to 301, **Being No. 3715 in the year 2006** which executed on 29/07/2005 all registered at A.D.S.R. office Bidhannagar (Salt Lake City) against valuable consideration mentioned thereon.

Thereafter, by an indenture of conveyance dated 19<sup>th</sup> December 2017 registered in the office of A.D.S.R, Rajarhat, recorded in Book No. I, Volume No. 1523-2017, Pages from 383385 to 383407 being **Deed No. 152312809 for the 2017, New Town Projects Private Limited** represented by its Director Meena Singhal being the Vendor therein, sold, conveyed and transferred in favour of **M/S WITHAL SERVICES PRIVATE LIMITED** represented by its Director Manoj Kumar Budhia, ALL THAT piece or parcel of Sali land measuring an area of **13.99 Satak/Decimal** more or less, comprised in **R.S. & L.R. Dag Nos. 3848 & 4100 under L.R. Khatian Nos. 959, 398, 3265, 2210, 2761, 2634, 1234, 757, 1312, 1456, 157, 8882, 1014 and 8602** lying and situated at **Mouza - Bishnupur**, J.L. No. 44, R.S. No. 126, Touzi No. 173 at present No. 10, within the local limits of **Chandpur Gram Panchayet**, within the jurisdiction of **Rajarhat Police Station**, Pargana Kolikata, under A.D.S.R. Office, Rajarhat, New Town, in the District of North 24-Parganas, Kolkata - 700135, in the State of West Bengal, the said land is clearly specified in the following manner:

Saleable Land Area	Share of Land	Out of total land	R.S. & L.R. Dag No.	L.R. Khatian No.	Nature of Land
05.25 Decimal	0.1751	30 Decimal	3848	8602	Sali
01.32 Decimal	0.0440	30 Decimal	3848	398,557,2210	Sali
04.12 Decimal	0.1581	30 Decimal	3848	2634	Sali
03.30 Decimal	0.1032	32 Decimal	4100	1014,1456,157	Sali
<b>TOTAL: 13.99 SATAK/DECIMAL</b>					

**AND WHEREAS:** The **Megacity Green Valley Private Limited** was the owner and possessor of a plot of shali land measuring an area of **02.23 Decimals** more or less comprised in **R.S. & L.R. Dag Nos. 3848 & 4097 under L.R. Khatian Nos. 1374 & 519**, lying and situated at **Mouza - Bishnupur**, J.L. No. 44, R.S. No. 126, at present Touzi no. 10, within the local limits of **Chandpur Gram Panchayet**, within the jurisdiction of **Rajarhat Police Station**, in the District of North 24 Parganas, by virtue of two separate purchases i.e. **(1)** land area **00.23 Decimals** comprised in R.S. Dag no. 3848 under L.R. Khatian No. 1374 purchased from one (i) **Siddique Ali alias Abubakkar Siddique**, son of Ajjar Rahaman Mondal (ii) **Samsur Nehar Bibi**, wife of Siddique Ali, both resident of Lauhati, P.S. Rajarhat, District North 24 Parganas, by a registered Deed of Sale recorded in Book No. I, **Being No. 09139 in the year 2006** and **(2)** land area **02.00 Decimals** comprised in R.S. Dag no. 4097 under L.R. Khatian No. 519 purchased from one **Innat Ali Mirdey alias Innat Mirdey**, son of Late Chakawat Ali Mirdey resident of Lauhati, P.S. Rajarhat, District North 24 Parganas, by a registered Deed of Sale recorded in Book No. I. **Being no. 09002 in the year 2006** both registered at A.D.S.R. office Bidhannagar (Salt Lake City) against valuable consideration mentioned thereon.

Thereafter, by an indenture of conveyance dated 19<sup>th</sup> December 2017 registered in the office of A.D.S.R, Rajarhat, recorded in Book No. I, Volume No. 1523-2017, Pages from 383408 to 383429 **being Deed No. 152312810 for the 2017, Megacity Green Valley Private Limited** represented by its director Meena Singhal being the Vendors therein, sold, conveyed and transferred in favour of **M/S WITHAL SERVICES PRIVATE LIMITED** represented by its Director Manoj Kumar Budhia, ALL THAT piece or parcel of Sali land measuring an area of **2.23 Satak/Decimal** more or less, comprised in **R.S. & L.R. Dag Nos. 3848 & 4097 under L.R. Khatian Nos. 1374 & 9080** lying and situated at **Mouza - Bishnupur**, J.L. No. 44, R.S. No. 126, Touzi No. 173 at present No. 10, within the local limits of **Chandpur Gram Panchayet**, within the jurisdiction of **Rajarhat Police Station**, Pargana Kolikata, under A.D.S.R. Office, Rajarhat, New Town, in the District of North 24-Parganas, Kolkata - 700135, in the State of West Bengal, the said land is clearly specified in the following manner:

Saleable Land Area	Share of Land	Out of total land	R.S. & L.R. Dag No.	L.R. Khatian No.	Nature of Land
00.23 Decimal	0.0077	30 Decimal	3848	1374	Sali
02.00 Decimal	0.0714	28 Decimal	4097	9080	Sali
<b>TOTAL: 02.23 SATAK/DECIMAL</b>					

**AND WHEREAS:** The **Megacity Spring Valley Private Limited** was the owner and possessor of a plot of shali land measuring an area of **18.03 Decimals** more or less as 0.6010 share out of total 30 Decimals comprised in **R.S. & L.R. Dag no. 3848 under L.R. Khatian Nos. 557, 398, 3265, 2210 & 1374**, lying and situated at **Mouza - Bishnupur**, J.L. No. 44, R.S. No. 126, at present Touzi No. 10, within the local limits of **Chandpur Gram**

**Panchayet**, within the jurisdiction of **Rajarhat Police Station**, in the District of North 24 Parganas, by virtue of purchase from **(i) Yaad Ali alias Yaad Ali Mollah**, son of Sarafat Ali, resident of Lauhati, P.S. Rajarhat, District North 24 Parganas **(ii) Aleya Bibi alias Aleya Bibi Mollah**, wife of Yaad Ali, residing at Lauhati, P.S. Rajarhat, District North 24 Parganas **(iii) Shairon Bibi alias Sahanur Bibi Mondal**, wife of Jamat Ali and daughter of late Yakub Ali, residing at Atghara, P.S. Rajarhat, District North 24 Parganas **(iv) Mohoram Bibi alias Mohoram Bibi Mollah**, wife of Yakub Ali Mollah, resident of Lauhati, P.S. Rajarhat, District North 24 Parganas **(v) Jaynal Abedin (vi) Mahfujar Rehman (vii) Bazlur Rehman (viii) Sarifuddin Gayen**, all sons of Late Abdul Bari Gayen and late Tajmon Bibi all resident of Dadpur, P.S. Barasat, District North 24 Parganas, by a registered Deed of Sale registered at the office of the Addl. District Sub-Registrar Bidhannagar (Salt Lake City) and recorded in Book No. I, Volume No. 546, Pages from 140 to 175, **Being No. 9054, in the year 2006** on 27/09/2006 and executed on 28/07/2006 against valuable consideration mentioned thereon.

Thereafter, by an indenture of conveyance dated 19<sup>th</sup> December 2017 registered in the office of A.D.S.R, Rajarhat, recorded in Book No. I, Volume No. 1523-2017, Pages from 383471 to 383492 **being Deed No. 152312817 for the 2017, Megacity Spring Valley Private Limited** represented by its Director Gridhari Lal Singhal being the Vendors therein, sold, conveyed and transferred in favour of **M/S WITHAL SERVICES PRIVATE LIMITED**, represented by its Director Manoj Kumar Budhia, ALL THAT piece or parcel of Sali land measuring an area of **18.03 Satak/Decimal** more or less, comprised in **R.S. & L.R. Dag Nos. 3848 under L.R. Khatian Nos. 557, 398, 3265, 2210 & 1374** lying and situated at **Mouza - Bishnupur**, J.L. No. 44, R.S. No. 126, Touzi No. 173 at present No. 10, within the local limits of **Chandpur Gram Panchayet**, within the jurisdiction of **Rajarhat Police Station**, Pargana Kolikata, under A.D.S.R. Office, Rajarhat, New Town, in the District of North 24-Parganas, Kolkata - 700135, in the State of West Bengal, the said land is clearly specified in the following manner:

Saleable Land Area	Share of Land	Out of total land	R.S. & L.R. Dag No.	L.R. Khatian No.	Nature of Land
04.27 Decimal	0.1424	30 Decimal	3848	557	Sali
05.00 Decimal	0.1667	30 Decimal	3848	398	Sali
05.00 Decimal	0.1667	30 Decimal	3848	3265	Sali
01.87 Decimal	0.0625	30 Decimal	3848	2210	Sali
01.89 Decimal	0.0632	30 Decimal	3848	1374	Sali
<b>TOTAL: 18.03 SATAK/DECIMAL</b>					

**AND WHEREAS:** The Vendor No 1 therein **New Town Projects Private Limited** was the owner and possessor of two plots of shali land admeasuring an area of **03.72 Decimals** more or less comprised in **R.S. & L.R. Dag Nos. 4111 & 4113** under **L.R. Khatian Nos. 2510, 3147, 2597, 2238, 2286 & 2287** lying and situated at **Mouza - Bishnupur**, J.L No. 44, RS. No. 126, at present Touzi No 10, within the local limits of **Chandpur Gram Panchayet**, within the jurisdiction of **Rajarhat Police Station**, in the District of North 24 Parganas, by virtue of two separate purchase ie **(1) land area 02.85 Decimals** comprised in R.S. Dag No. 4111 under L R. Khatian Nos 2510, 3147, 2597 & 2238 purchased from one **Sahajuddin Mondal, Rashid Ali, Mourjan Bibi, Sourabhi Khatoon, Goljan Bibi, Ansar Ali Mondal, Shamsur Ali Mondal, Giyasuddin Mondal, Israil Mondal, Rahila Bibi**, by a registered Deed of Sale recorded in Book No. 1, **Being No. 02530 in the year 2006** which executed on 08/04/2005 and **(2) land area 00.87 Decimals** comprised in

R.S. Dag No 4113 under L.R. Khatian Nos. 2286 & 2287 purchased from one **Abdul Malek alias Abdul Malek Mondal**, by a registered Deed of Sale recorded in Book No 1. **Being No. 03520 in the year 2006** which executed on 29/04/2005 both registered at A.D.S.R. office Bidhannagar (Salt Lake City) against valuable consideration mentioned thereon.

While seized and possessed of the said plots of land, the said Vendor No 1 therein recorded its name to the BL & LR office at the time of LR. Settlement Operation being **L.R. Khatian No. 8602** as absolute owner and possessor thereof and has been enjoying the same.

The Vendor No. 2 therein **Rajarhat Estate Private Limited** was the owner and possessor of two plots of shali land admeasuring an area of **19.75 Decimals** more or less comprised in **RS & L.R. Dag Nos. 4110 & 4112 under L.R. Khatian Nos. 2151, 8584, 8585, 8587**, lying and situated at **Mouza - Bishnupur**, J.L. No. 44, R.S. No. 126, at present Touzi No. 10, within the local limits of **Chandpur Gram Panchayet**, within the jurisdiction of **Rajarhat Police Station**, in the District of North 24 Parganas, by virtue of three separate purchases i.e. **(1) land area 09.75 Decimals** comprised in R.S. Dag No 4110 under L.R. Khatian Nos. 2151, 8584, 8585 & 8587 purchased from one **Ahmmad Ali Molla, Abed Ali Molla, Mansur Ali Molla. Samsur Ali Molla**, all sons of late Ambar Ali Molla, by a registered Deed of Sale recorded in Book No. 1, Volume No. 546, Pages from 210 to 227, **Being No. 09056 in the year 2006** which executed on 13/04/2005 and **(2) land area 05.00 Decimals** comprised in R.S. Dag No. 4112 under LR Khatian No 950, purchased from one **Abbas Ali Mondal alias Molla, Sahadat Ali Mondal alias Molla, Wohab Ali Mondal alias Molla, Azan Ali Mondal alias Molla and Anar Ali Mondal alias Molla** by a registered Deed of Sale recorded in Book No 1, Volume No. 178, Pages from 181 to 214. **Being No. 02900 in the year 2006** which executed on 13/12/2004 **(3) land area 05.00 Decimals** comprised in R.S Dag No. 4112 under L.R. Khatian No. 950, purchased from one **Khatoon Jan Bibi, Momena Khatoon Bibi, Amena Bibi**, by a registered Deed of Sale recorded in Book No. 1, Volume No. 273, Pages from 147 to 164, **Being No. 04511, in the year 2006** which executed on 01/06/2005 all registered at A.D.SR office Bidhannagar (Salt Lake City) against valuable consideration mentioned thereon.

While seized and possessed of the said plots of land, the said Vendor therein recorded its name to the BL & LR office at the time of LR. Settlement Operation being **L.R. Khatian No. 8786**, land area 05 Decimals comprised in RS & L.R. Dag No. 4112 as absolute owner and possessor thereof and has been enjoying the same measuring an area of 19.75 Decimals more or less.

Thereafter, by an indenture of conveyance dated 9<sup>th</sup> January 2018 registered in the office of A.D.S.R, Rajarhat, recorded in Book No. I, Volume No. 1523-2018, Pages from 25279 to 25301 **being Deed No. 152300339 for the 2018, New Town Projects Private Limited and Rajarhat Estate Private Limited** represented by its Directors Meena Singhal and Giridhari Lal Singha, vendors being represented by its attorney Jamaluddin Molla being the Vendors therein, sold, conveyed and transferred in favour of **M/S WITHAL SERVICES PRIVATE LIMITED** represented by its Director Manoj Kumar Budhia, ALL THAT piece or parcel of Sali land measuring an area of **18.47 Satak/Decimal** more or less, comprised in **R.S. & L.R. Dag Nos. 4110, 4111, 4112 and 4113 under L.R. Khatian Nos. 2151, 8584, 8585, 8587, 8786 and 8602** lying and situated at **Mouza - Bishnupur**, J.L. No. 44, R.S. No. 126, Touzi No. 173 at present No. 10, within the local limits of **Chandpur Gram Panchayet**, within the jurisdiction of **Rajarhat Police Station**, Pargana Kolikata, under A.D.S.R. Office, Rajarhat, New Town, in the District of North 24-Parganas, Kolkata -

700135, in the State of West Bengal, the said land is clearly specified in the following manner:

Saleable Land Area	Share of Land	Out of total land	R.S. & L.R. Dag No.	L.R. Khatian No.	Nature of Land
09.75 Decimal	0.2500	39 Decimal	4110	2151, 8584, 8585, 8587,	Sali
05.00 Decimal	0.5000	10 Decimal	4112	8786	Sali
02.85Decimal	0.2188	13 Decimal	4111	8602	Sali
00.87Decimal	0.1094	08 Decimal	4113	8602	Sali
<b>TOTAL: 18.47 SATAK/DECIMAL</b>					

**AND WHEREAS:** By an indenture of conveyance dated 17<sup>th</sup> January 2018 registered in the office of A.D.S.R, Rajarhat, recorded in Book No. I, Volume No. 1523-2018, Pages from 39679 to 39701 **being Deed No. 152300811 for the 2018, Abed Ali Molla** being the Vendor therein, sold, conveyed and transferred in favour of **M/S WITHAL SERVICES PRIVATE LIMITED** represented by its Director Manoj Kumar Budhia, ALL THAT piece or parcel of Sali land measuring an area of **2.44 Satak/Decimal** more or less, comprised in **R.S. & L.R. Dag Nos. 4110 under L.R. Khatian Nos. 304 and 157** lying and situated at **Mouza - Bishnupur**, J.L. No. 44, R.S. No. 126, Touzi No. 173 at present No. 10, within the local limits of **Chandpur Gram Panchayet**, within the jurisdiction of **Rajarhat Police Station**, Pargana Kolikata, under A.D.S.R. Office, Rajarhat, New Town, in the District of North 24-Parganas, Kolkata - 700135, in the State of West Bengal, the said land is clearly specified in the following manner:

Saleable Land Area	Share of Land	Out of total land	R.S. & L.R. Dag No.	L.R. Khatian No.	Nature of Land
2.44 Decimal	0.0625	0.39 Decimal	4110	304	Sali
<b>TOTAL: 2.44 SATAK/DECIMAL</b>					

**AND WHEREAS:** By an indenture of conveyance dated 17<sup>th</sup> January 2018 registered in the office of A.D.S.R, Rajarhat, recorded in Book No. I, Volume No. 1523-2018, Pages from 39702 to 39724 being **Deed No. 152300812 for the 2018, Abed Ali Molla** being the Vendor therein, sold, conveyed and transferred in favour of **M/S WITHAL SERVICES PRIVATE LIMITED** represented by its Director Manoj Kumar Budhia, ALL THAT piece or parcel of Sali land measuring an area of **3.41 Satak/Decimal** more or less, comprised in **R.S. & L.R. Dag Nos. 4110 under L.R. Khatian No. 8585** lying and situated at **Mouza - Bishnupur**, J.L. No. 44, R.S. No. 126, Touzi No. 173 at present No. 10, within the local limits of **Chandpur Gram Panchayet**, within the jurisdiction of **Rajarhat Police Station**, Pargana Kolikata, under A.D.S.R. Office, Rajarhat, New Town, in the District of North 24-Parganas, Kolkata - 700135, in the State of West Bengal, the said land is clearly specified in the following manner:

Saleable Land Area	Share of Land	Out of total land	R.S. & L.R. Dag No.	L.R. Khatian No.	Nature of Land
3.41 Decimal	0.1500	0.39 Decimal	4110	8585	Sali
<b>TOTAL: 3.41 SATAK/DECIMAL</b>					

**AND WHEREAS:** By an indenture of conveyance dated 5<sup>th</sup> February 2018 registered in the office of A.D.S.R, Rajarhat, recorded in Book No. I, Volume No. 1523-2018, Pages from 53480 to 53502 being **Deed No. 152301260 for the 2018, Jaygon Bibi** being the Vendor therein, sold, conveyed and transferred in favour of **M/S WITHAL SERVICES PRIVATE LIMITED** represented by its Director Manoj Kumar Budhia, ALL THAT piece or parcel of Sali land measuring an area of **2.93 Satak/Decimal** more or less, comprised in **R.S. & L.R. Dag Nos. 4110 under L.R. Khatian No. 8589** lying and situated at **Mouza - Bishnupur**, J.L. No. 44, R.S. No. 126, Touzi No. 173 at present No. 10, within the local limits of **Chandpur Gram Panchayet**, within the jurisdiction of **Rajarhat Police Station**, Pargana Kolikata, under A.D.S.R. Office, Rajarhat, New Town, in the District of North 24-Parganas, Kolkata - 700135, in the State of West Bengal, the said land is clearly specified in the following manner:

Saleable Land Area	Share of Land	Out of total land	R.S. & L.R. Dag No.	L.R. Khatian No.	Nature of Land
02.93 Decimal	0.0750	0.39 Decimal	4110	8589	Sali
<b>TOTAL: 2.93 SATAK/DECIMAL</b>					

**AND WHEREAS:** By an indenture of conveyance dated 7<sup>th</sup> February 2018 registered in the office of A.D.S.R, Rajarhat, recorded in Book No. I, Volume No. 1523-2018, Pages from 60779 to 60800 being **Deed No. 152301378 for the 2018, Safik Molla** being the Vendor therein, sold, conveyed and transferred in favour of **M/S WITHAL SERVICES PRIVATE LIMITED** represented by its Director Manoj Kumar Budhia, ALL THAT piece or parcel of Sali land measuring an area of **4.87 Satak/Decimal** more or less, comprised in **R.S. & L.R. Dag Nos. 4111 under L.R. Khatian No. 10397** lying and situated at **Mouza - Bishnupur**, J.L. No. 44, R.S. No. 126, Touzi No. 173 at present No. 10, within the local limits of **Chandpur Gram Panchayet**, within the jurisdiction of **Rajarhat Police Station**, Pargana Kolikata, under A.D.S.R. Office, **Rajarhat, New Town**, in the District of North 24-Parganas, Kolkata - 700135, in the State of West Bengal, the said land is clearly specified in the following manner:

Saleable Land Area	Share of Land	Out of total land	R.S. & L.R. Dag No.	L.R. Khatian No.	Nature of Land
4.87 Decimal	0.3750	0.13 Decimal	4111	10397	Sali
<b>TOTAL: 4.87 SATAK/DECIMAL</b>					

**AND WHEREAS:** By an indenture of conveyance dated 7<sup>th</sup> February 2018 registered in the office of A.D.S.R, Rajarhat, recorded in Book No. I, Volume No. 1523-2018, Pages from 60942 to 60962 being **Deed No. 152301379 for the 2018, Nasim Banu Bibi** being the Vendor therein, sold, conveyed and transferred in favour of **M/S WITHAL SERVICES PRIVATE LIMITED** represented by its Director Manoj Kumar Budhia, ALL THAT piece or parcel of Sali land measuring an area of **4.88 Satak/Decimal** more or less, comprised in **R.S. & L.R. Dag Nos. 4111 under L.R. Khatian No. 10398** lying and situated at **Mouza - Bishnupur**, J.L. No. 44, R.S. No. 126, Touzi No. 173 at present No. 10, within the local limits of **Chandpur Gram Panchayet**, within the jurisdiction of **Rajarhat Police Station**, Pargana Kolikata, under A.D.S.R. Office, **Rajarhat, New Town**, in the District of North 24-Parganas, Kolkata - 700135, in the State of West Bengal, the said land is clearly specified in the following manner:

Saleable Land Area	Share of Land	Out of total land	R.S. & L.R. Dag No.	L.R. Khatian No.	Nature of Land
4.88 Decimal	0.3750	0.13 Decimal	4111	10398	Sali
<b>TOTAL: 4.88 SATAK/DECIMAL</b>					

**AND WHEREAS:** By an indenture of conveyance dated 31<sup>st</sup> January 2018 registered in the office of A.R.A. IV, Kolkata recorded in Book No. I, Volume No. 1904-2018, Pages from 103117 to 103148 being **Deed No. 190402255 for the 2018, Kurni Bibi** being the Vendor therein, sold, conveyed and transferred in favour of **M/S WITHAL SERVICES PRIVATE LIMITED** represented by its Director Manoj Kumar Budhia, ALL THAT piece or parcel of Sali land measuring an area of **0.41 Satak/Decimal** more or less, comprised in **R.S. & L.R. Dag Nos. 4111 under L.R. Khatian Nos. 790 and 157** lying and situated at **Mouza - Bishnupur**, J.L. No. 44, R.S. No. 126, Touzi No. 173 at present No. 10, within the local limits of **Chandpur Gram Panchayet**, within the jurisdiction of **Rajarhat Police Station**, Pargana Kolikata, under A.D.S.R. Office, Rajarhat, New Town, in the District of North 24-Parganas, Kolkata - 700135, in the State of West Bengal, the said land is clearly specified in the following manner:

Saleable Land Area	Share of Land	Out of total land	R.S. & L.R. Dag No.	L.R. Khatian No.	Nature of Land
0.41 Decimal	0.0313	0.13 Decimal	4111	790	Sali
<b>TOTAL: 0.41 SATAK/DECIMAL</b>					

**AND WHEREAS:** One **Alauddin Mondal** was the absolute recorded owner and possessor of Shali land measuring an area of **12.50 Satak** more or less, comprised in **R.S. & L.R. Dag No. 4101, under L.R. Khatian No. 379** lying and situated at **Mouza - Bishnupur**, J.L. No. 44, R.S. No. 126, Touzi No. 173 at present No.10, within the local limits of **Chandpur Gram Panchayet**, within the jurisdiction of **Rajarhat Police Station**, in the District of North 24 Parganas, by virtue of inheritance and one Deed of Gift, dated 03/07/2001, registered at A.D.S.R.O. Bidhannagar, Salt lake City, recorded in Book No. I, Volume No. 19, Pages from 61 to 75, **Being No. 00349 for the year 2001**, and thereafter he recorded his name at B.L. & L.R.O. under **L.R. Khatian No. 379** (in the name of Alauddin Mondal) as mentioned above, absolutely free from all encumbrances whatsoever.

While seized and possessed of the aforesaid recorded plot of land, the said **Alauddin Mondal**, transferred and Gifted to **Rabia Bibi** (the Vendor No. 6 therein) ALL THAT piece or parcel of land measuring an area **02.04 Satak** be the same a little more or less comprised in **R.S. & L.R. Dag No. 4101, under L.R. Khatian No. 379**, lying and situated at **Mouza - Bishnupur**, J.L. No. 44, R.S. No, 126, Touzi No. 173 at present No.10, within the local limits of **Chandpur Gram Panchayet**, within the jurisdiction of **Rajarhat Police Station**, the District of North 24 Parganas, by a registered deed of Gift in Bengali language, dated: 25/09/2013, registered at the office of the D.S.R.-II, Barasat, North 24 Parganas, copied in Book No. 1, CD Volume No. 48, Pages from 1860 to 1881, **Being No. 13299, for the year 2013**.

While seized and possessed of the aforesaid plot of land measuring an area **10.46 Satak**, (after deduction of gifted 02.04 Satak) the said **Alauddin Mondal** died intestate leaving behind his one wife namely **Rahima Bibi** and four sons namely **Ketab Ali Mondal, Anchar Ali Mondal, Ajijul Mondal, Sirajul Rahaman Mondal** (the Vendor Nos 1 to 4

therein) and one daughter namely Aleya Bibi (the Vendor No. 5 therein) as his legal heirs and successors to his estate and they become the owner of the aforesaid plot of land in terms of the Muslim Law, where wife got 2 Ana share measuring 01.31 Satak out of 10.46 Satak and after deduction of mother share each son had entitled land measuring 02.03 Satak as 2/9th share out of said 09.15 Satak and each daughter had/have entitled land measuring an area of 01.01 Satak more or less as 1/9th share out of said 09.15 Satak.

Since then the said **Ketab Ali Mondal, Anchar Ali Mondal, Ajijul Mondal, Sirajul Rahaman Mondal, Aleya Bibi and Rabia Bibi** (all the Vendors therein) are well seized and possessed of the aforesaid land total measuring an area of **11.19 Satak** more or less, out of 12.50 Satak, comprised in **R.S. & L.R. Dag No. 4101, under L.R. Khatian No. 379**, lying and situated at **Mouza - Bishnupur**, J.L. No. 44, R.S. No. 126, Touzi No. 173 at present No.10, within the local limits of **Chandpur Gram Panchayet**, within the juris diction of **Rajarhat Police Station**, in the District of North 24 Parganas, morefully described in the schedule hereinafter written by virtue of above Record of Rights and have been enjoying the same.

Thereafter, by an indenture of conveyance dated 20<sup>th</sup> September 2019 registered in the office of A.D.S.R, Rajarhat, recorded in Book No. I, Volume No. 1523-2019, Pages from 469607 to 469645 being **Deed No. 152311756 for the 2019, Ketab Ali Mondan & 5 Ors.** being the Vendors therein, sold, conveyed and transferred in favour of **M/S WITHAL SERVICES PRIVATE LIMITED** represented by its Director Manoj Kumar Budhia, ALL THAT piece or parcel of Sali land measuring an area of **11.19 Satak/Decimal** more or less, comprised in **R.S. & L.R. Dag Nos. 4101 under L.R. Khatian No. 379** lying and situated at **Mouza - Bishnupur**, J.L. No. 44, R.S. No. 126, Touzi No. 173 at present No. 10, within the local limits of **Chandpur Gram Panchayet**, within the jurisdiction of **Rajarhat Police Station**, Pargana Kolikata, under A.D.S.R. Office, Rajarhat, New Town, in the District of North 24-Parganas, Kolkata - 700135, in the State of West Bengal, the said land is clearly specified in the following manner:

<b>Saleable Land Area</b>	<b>Share of Land</b>	<b>Out of total land</b>	<b>R.S. &amp; L.R. Dag No.</b>	<b>L.R. Khatian No.</b>	<b>Nature of Land</b>
11.19 Decimal	0.0175	75 Decimal	4101	379	Sali
<b>TOTAL: 11.19 SATAK/DECIMAL</b>					

**AND WHEREAS:** One **Alauddin Mondal** was the absolute recorded owner and possessor of Shali land measuring an area of **12.50 Satak** more or less, comprised in **R.S. & L.R. Dag No. 4101, under L.R. Khatian No. 379** lying and situated at **Mouza - Bishnupur**, J.L. No. 44, R.S. No. 126, Touzi No. 173 at present No.10, within the local limits of **Chandpur Gram Panchayet**, within the jurisdiction of **Rajarhat Police Station**, in the District of North 24 Parganas, by virtue of inheritance and one Deed of Gift, dated 03/07/2001, registered at A.D.S.R.O. Bidhannagar, Salt lake City, recorded in Book No. I, Volume No. 19, Pages from 61 to 75, **Being No. 00349 for the year 2001**, and thereafter he recorded his name at B.L. & L.R.O. under **L.R. Khatian No. 379** (in the name of Alauddin Mondal) as mentioned above, absolutely free from all encumbrances whatsoever.

**Alauddin Mondal** Gifted some portion land measuring **02.04 Satak** and after that while seized and possessed of the aforesaid plot of land measuring an area **10.46 Satak**, the said Alauddin Mondal died intestate leaving behind his one wife namely **Rahima Bibi** (the Vendor therein) and four sons namely **Ketab Ali Mondal, Anchar Ali Mondal, Ajijul**

**Mondal and Sirajul Rahaman Mondal** and one daughter namely **Aleya Bibi** as his legal heirs and successors to his estate and they become the owner of the aforesaid plot of land in terms of the Muslim Law, where wife got 2 Ana share measuring **01.31 Satak** and after deduction of mother share each son had entitled land measuring **02.03 Satak** as 2/9th share out of said **09.15 Satak** and each daughter had/have entitled land measuring an area of **01.01 Satak** more or less as 1/9th share out of said **09.15 Satak**.

Since then the said **Rahima Bibi**, (the Vendor therein) is well seized and possessed of the aforesaid land measuring an area of **01.31 Satak** more or less, out of 10.46 Satak, comprised in **R.S. & L.R. Dag No. 4101, under L.R. Khatian No. 379**, lying and situated at **Mouza - Bishnupur**, J.L. No. 44, R.S. No. 126, Touzi No. 173 at present No.10, within the local limits of **Chandpur Gram Panchayet**, within the jurisdiction of **Rajarhat Police Station**, in the District of North 24 Parganas, morefully described in the schedule hereinafter written by virtue of above Record of Rights and have been enjoying the same as per demarcation peacefully.

Thereafter, by an indenture of conveyance dated 20<sup>th</sup> September 2019 registered in the office of A.D.S.R, Rajarhat, recorded in Book No. I, Volume No. 1523-2019, Pages from 469582 to 469606 being **Deed No. 152311758 for the 2019, Rahima Bibi** being the Vendor therein, sold, conveyed and transferred in favour of **M/S WITHAL SERVICES PRIVATE LIMITED** represented by its Director Manoj Kumar Budhia, ALL THAT piece or parcel of Sali land measuring an area of **01.31 Satak/Decimal** more or less, comprised in **R.S. & L.R. Dag Nos. 4101 under L.R. Khatian No. 379** lying and situated at **Mouza - Bishnupur**, J.L. No. 44, R.S. No. 126, Touzi No. 173 at present No. 10, within the local limits of **Chandpur Gram Panchayet**, within the jurisdiction of **Rajarhat Police Station**, Pargana Kolikata, under A.D.S.R. Office, Rajarhat, New Town, in the District of North 24-Parganas, Kolkata - 700135, in the State of West Bengal, the said land is clearly specified in the following manner:

Saleable Land Area	Share of Land	Out of total land	R.S. & L.R. Dag No.	L.R. Khatian No.	Nature of Land
01.31 Decimal	0.0175	75 Decimal	4101	379	Sali
<b>TOTAL: 01.31 SATAK/DECIMAL</b>					

**AND WHEREAS:** By an indenture of conveyance dated 20<sup>th</sup> September 2019 registered in the office of A.D.S.R, Rajarhat, recorded in Book No. I, Volume No. 1523-2019, Pages from 469646 to 469669 being **Deed No. 152311761 for the 2019, Jalaluddin Mondal** being the Vendor therein, sold, conveyed and transferred in favour of **M/S WITHAL SERVICES PRIVATE LIMITED** represented by its Director Manoj Kumar Budhia, ALL THAT piece or parcel of Sali land measuring an area of **11.25 Satak/Decimal** more or less, comprised in **R.S. & L.R. Dag Nos. 4101 under L.R. Khatian No. 1249** lying and situated at **Mouza - Bishnupur**, J.L. No. 44, R.S. No. 126, Touzi No. 173 at present No. 10, within the local limits of **Chandpur Gram Panchayet**, within the jurisdiction of **Rajarhat Police Station**, Pargana Kolikata, under A.D.S.R. Office, Rajarhat, New Town, in the District of North 24-Parganas, Kolkata - 700135, in the State of West Bengal, the said land is clearly specified in the following manner:

Saleable Land Area	Share of Land	Out of total land	R.S. & L.R. Dag No.	L.R. Khatian No.	Nature of Land
11.25 Decimal	0.1500	75 Decimal	4101	1249	Sali

**TOTAL: 11.25SATAK/DECIMAL**

**AND WHEREAS:** One **Lachhiman Bibi alias Nechharan Bibi**, wife of Late Sabur Ali Mondal alias Sabbat Ali Mondal of Chandpur, P.S. Rajarhat was the absolute recorded owner and possessor of Shali land measuring an area of **07.49 Satak** more or less, (as share 0.0999) out of 75 Satak, comprised in **R.S. & L.R. Dag No. 4101, under L.R. Khatian No. 1518** lying and situated at **Mouza - Bishnupur**, J.L. No. 44, R.S. No. 126, Touzi No. 173 at present No.10, within the local limits of **Chandpur Gram Panchayet**, within the jurisdiction of **Rajarhat Police Station**, in the District of North 24 Parganas, by virtue of inheritance and thereafter she recorded her name at B.L. & L.R.O. under **L.R. Khatian No. 1518** (in the name of Nechharan Bibi) as mentioned above, absolutely free from all encumbrances whatsoever.

While seized and possessed of the aforesaid recorded plot of land, the said **Lachhiman Bibi alias Nechharan Bibi** died intestate leaving behind her one son namely **Saheb Ali Molla alias Saheb Ali Mondal** (the Vendor therein) and one daughter namely **Noorjahan Bibi (Khatun)** as her legal heirs and successors to her estate and they become the owners of the aforesaid plot of land in terms of the **Muslim Farayez Act**. where the said **Saheb Ali Molla alias Saheb Ali Mondal** (the Vendor therein) entitled land area **04.99 Satak** more or less as 2/3rd share of 07.49 Satak and said **Noorjahan Bibi** entitled land area 02.50 Satak more or less as 1/3rd share of **07.49 Satak**.

Since then the said **Saheb Ali Molla alias Saheb Ali Mondal**, (the Vendor therein) is well seized and possessed of the aforesaid land measuring an area of **04.99 Satak** more or less, out of 75 Satak, comprised in **R.S. & L.R. Dag No. 4101, under L.R. Khatian No. 1518**, lying and situated at **Mouza - Bishnupur**, J.L. No. 44, R.S. No. 126, Touzi No. 173 at present No. 10, within the local limits of **Chandpur Gram Panchayet**, within the jurisdiction of **Rajarhat Police Station**, in the District of North 24 Parganas, morefully described in the schedule hereinafter written by virtue of above Record of Rights and have been enjoying the same as per demarcation.

Thereafter, by an indenture of conveyance dated 4<sup>th</sup> February 2020 registered in the office of A.D.S.R, Rajarhat, recorded in Book No. I, Volume No. 1523-2020, Pages from 57535 to 57561 being **Deed No. 152301080 for the 2020, Saheb Ali Molla alias Saheb Ali Mondal** being the Vendors therein, sold, conveyed and transferred in favour of **M/S WITHAL SERVICES PRIVATE LIMITED** represented by its Director Manoj Kumar Budhia, ALL THAT piece or parcel of Sali land measuring an area of **04.99 Satak/Decimal** more or less, comprised in **R.S. & L.R. Dag Nos. 4101 under L.R. Khatian No. 1518** lying and situated at **Mouza - Bishnupur**, J.L. No. 44, R.S. No. 126, Touzi No. 173 at present No. 10, within the local limits of **Chandpur Gram Panchayet**, within the jurisdiction of **Rajarhat Police Station**, Pargana Kolikata, under A.D.S.R. Office, Rajarhat, New Town, Kolkata - 700135, in the District of North 24-Parganas, in the State of West Bengal, the said land is clearly specified in the following manner:

<b>Saleable Land Area</b>	<b>Share of Land</b>	<b>Out of total land</b>	<b>R.S. &amp; L.R. Dag No.</b>	<b>L.R. Khatian No.</b>	<b>Nature of Land</b>
04.99 Decimal	0.0666	75 Decimal	4101	1518	Sali
<b>TOTAL: 04.99 SATAK/DECIMAL</b>					

**AND WHEREAS:** One **Lachhiman Bibialias Nechharan Bibi**, wife of Late Sabur Ali Mondal alias Sabbat Ali Mondal of Chandpur, P.S. Rajarhat was the absolute recorded owner and possessor of Shali land measuring an area of **07.49 Satak** more or less, (as share 0.0999) out of 75 Satak, comprised in **R.S. & L.R. Dag No. 4101, under L.R. Khatian No. 1518** lying and situated at **Mouza - Bishnupur**, J.L. No. 44, R.S. No. 126, Touzi No. 173 at present No.10, within the local limits of **Chandpur Gram Panchayet**, within the jurisdiction of Rajarhat Police Station, in the District of North 24 Parganas, by virtue of inheritance and thereafter she recorded her name at B.L. & L.R.O. under **L.R. Khatian No. 1518** (in the name of Nechharan Bibi) as mentioned above, absolutely free from all encumbrances whatsoever.

While seized and possessed of the aforesaid recorded plot of land, the said **Lachhiman Bibi alias Nechharan Bibi** died intestate leaving behind her one son namely **Saheb Ali Molla alias Saheb Ali Mondal** and one daughter namely **Noorjahan Bibi (Khatun)** as her legal heirs and successors to her estate and they become the owners of the aforesaid plot of land in terms of the **Muslim Farayez Act** where the said **Saheb Ali Molla alias Saheb Ali Mondal** entitled land area **04.99 Satak** more or less as 2/3rd share of 07.49 Satak and said **Noorjahan Bibi** entitled land area **02.50 Satak** more or less as 1/3rd share of 07.49 Satak.

While seized and possessed of the aforesaid inherited plot of land measuring **02.50 Satak**, the said **Noorjahan Bibi** died intestate leaving behind her husband namely **Abdul Latif Molla** (the Vendor No. 1 therein) and two sons namely **Rafik Ali Molla, Manirul Islam alias Manirul Islam Molla** (the Vendor Nos. 2, 3 therein) as her legal heirs and successors to her estate and they become the owners of the aforesaid plot of land in terms of the **Muslim Farayez Act**.

Since then the said **Abdul Latif Molla, Rafik Ali Molla and Manirul Islam alias Manirul Islam Molla** (all the Vendors therein) are well seized and possessed of the aforesaid land total measuring an area of **02.50 Satak** more or less, out of 75 Satak, comprised in **R.S. & L.R. Dag No. 4101, under L.R. Khatian No. 1518**, lying and situated at **Mouza - Bishnupur**, J.L. No. 44, R.S. No. 126, Touzi No. 173 at present No. 10, within the local limits of **Chandpur Gram Panchayet**, within the jurisdiction of Rajarhat Police Station, in the District of North 24 Parganas, morefully described in the schedule hereinafter written by virtue of above Record of Rights and have been enjoying the same as per demarcation peacefully, freely, absolutely and without any interruptions from any corners whatsoever by paying usual rents and taxes to the proper authorities in their names as absolute owner and possessors thereof and have the full right to dispose or transfer the same to anybody in any way as the Vendors therein shall think fit and proper.

Thereafter, by an indenture of conveyance dated 4<sup>th</sup> February 2020 registered in the office of A.D.S.R, Rajarhat, recorded in Book No. I, Volume No. 1523-2020, Pages from 57562 to 57594 being **Deed No. 152301081 for the 2020, Abdul Latif Molla @ Abdul Latif Molla** being the Vendor therein, sold, conveyed and transferred in favour of **M/S WITHAL SERVICES PRIVATE LIMITED** represented by its Director Manoj Kumar Budhia, ALL THAT piece or parcel of Sali land measuring an area of **2.50 Satak/Decimal** more or less, comprised in **R.S. & L.R. Dag Nos. 4101 under L.R. Khatian No. 1518** lying and situated at **Mouza - Bishnupur**, J.L. No. 44, R.S. No. 126, Touzi No. 173 at present No. 10, within the local limits of **Chandpur Gram Panchayet**, within the jurisdiction of **Rajarhat Police Station**, Pargana Kolikata, under A.D.S.R. Office, Rajarhat, New Town, in

the District of North 24-Parganas, Kolkata - 700135, in the State of West Bengal, the said land is clearly specified in the following manner:

Saleable Land Area	Share of Land	Out of total land	R.S. & L.R. Dag No.	L.R. Khatian No.	Nature of Land
02.50 Decimal	0.0333	75 Decimal	4101	1518	Sali
<b>TOTAL: 02.50 SATAK/DECIMAL</b>					

**AND WHEREAS:** One **Jumman Ali alias Jumman Ali Molla** was the absolute recorded owner and possessor of plots of land total measuring an area of **07.80 Satak**, comprised in **R.S. & L.R. Dag Nos. 3842, 3860, 3861, 3862 & 3873, under L.R. Khatian No. 1227** lying and situated at **Mouza - Bishnupur**, J.L. No. 44, R..S. No. 126, Touzi No.-173 presently No. 10 within the local limits of **Chandpur Gram Panchayat**, within the jurisdiction of Rajarhat Police Station, in the District of North 24 Parganas, by virtue of inheritance and there after he recorded his name (Jumman Ali) at B.L.&L.R.O. Rajarhat, under **L.R. Khatian No. 1227** and enjoyed the same absolutely free from all encumbrances whatsoever.

While seized and possessed of the aforesaid plots of land, the said **Jumman Ali alias jumman Ali Molla** died intestate leaving behind his one wife namely **Hasina Bibi** and six sons namely **Abdul Rahaman Molla, Kamal Ali Molla alias Kamal Uddin Molla, Hayder Ali Molla**, (the Vendor No. 1 to 3 therein) and **Saheb Ali Molla, Jamal Uddin Molla and Faruk Rahaman** and two daughters namely **Sajida Bibi alias Sajeda Bibi, Serina Bibi**, (the Vendor No. 4 & 5 therein) as his legal heirs and successors to his estate and they become the owner of the aforesaid plots of land in terms of the Muslim Law, where wife got 2 Ana share measuring 00.97 Satak and after deduction of mother share each son had entitled land measuring 00.98 Satak as 2/14th share out of said 06.83 Satak and each daughter had/have entitled land measuring an area of 00.49 Satak more or less as 1/14th share out of said 06.83 Satak.

**Abdul Rahaman Molla, Hayder Ali Molla, Kamal Ali Molla alias Kamal Uddin Molla, Sajida Bibi alias Sajeda Bibi and Serina Bibi**, (all the Vendors therein) are the absolute owners and Possessor of ALL THAT piece or parcel of land total measuring an area of **03.91 Satak**, comprised in **R.S. & L.R. Dag Nos. 3842, 3860, 3861, 3862 & 3873, under L.R. Khatian No. 1227**, lying and situated at **Mouza - Bishnupur**, J.L. No. 44, R..S. No. 126, Touzi No.- 173 presently No. 10 within the local limits of **Chandpur Gram Panchayat**, Additional District Sub-Registration Office Rajarhat, New Town, under Rajarhat Police Station in the District of North 24-Parganas, by virtue of inheritance from his father and own record of rights, absolutely free from all encumbrances whatsoever.

Since then the said **Abdul Rahaman Molla, Hayder Ali Molla, Kamal Ali Molla alias Kamal Uddir Molla, Sajida Bibi alias Sajeda Bibi and Serina Bibi**, (all the Vendors therein) are well seized and possessed of the aforesaid plots of land total measuring an area **03.91 Satak**, comprised in **R.S. & L.R. Dag Nos. 3842, 3860, 3861, 3862 & 3873, under L.R. Khatian No. 1227**, lying and situated at **Mouza - Bishnupur**, J.L. No. 44, R..S. No. 126, Touzi No. 173 presently No. 10 within the local limits of **Chandpur Gram Panchayat**, Additional District Sub-Registration Office Rajarhat, New Town, under Rajarhat Police Station in the District of North 24-Parganas.

Thereafter, by an indenture of conveyance dated 21<sup>st</sup> September 2020 registered in the office of A.D.S.R, Rajarhat, recorded in Book No. I, Volume No. 1523-2020, Pages from

249370 to 249409 being **Deed No. 152306054 for the 2020, Abdul Rahaman Molla & 4 Ors.** being the Vendor therein, sold, conveyed and transferred in favour of **M/S WITHAL SERVICES PRIVATE LIMITED** represented by its Director Manoj Kumar Budhia, ALL THAT piece or parcel of Sali land measuring an area of **01.19 Decimal Satak/Decimal** more or less, comprised in **R.S. & L.R. Dag Nos. 3842, under L.R. Khatian No. 1227** lying and situated at **Mouza - Bishnupur**, J.L. No. 44, R.S. No. 126, Touzi No. 173 at present No. 10, within the local limits of **Chandpur Gram Panchayet**, within the jurisdiction of Rajarhat Police Station, Pargana Kolikata, under A.D.S.R. Office, Rajarhat, New Town, in the District of North 24-Parganas, Kolkata - 700135, in the State of West Bengal, the said land is clearly specified in the following manner:

Saleable Land Area	Share of Land	Out of total land	R.S. & L.R. Dag No.	L.R. Khatian No.	Nature of Land
01.19 Decimal	0.1488	8 Decimal	3842	1227	Sali
<b>TOTAL: 01.19 SATAK/DECIMAL</b>					

**AND WHEREAS:** By an indenture of conveyance dated 21<sup>st</sup> December 2020 registered in the office of A.D.S.R, Rajarhat, recorded in Book No. I, Volume No. 1523-2020, Pages from 381242 to 381265 being **Deed No. 152309484 for the 2020, Safiqul Islam** being the Vendor therein, sold, conveyed and transferred in favour of **M/S WITHAL SERVICES PRIVATE LIMITED** represented by its Director Manoj Kumar Budhia, ALL THAT piece or parcel of Sali land measuring an area of **0.20 Satak/Decimal** more or less, comprised in **R.S. & L.R. Dag Nos. 3842 under L.R. Khatian No. 9086** lying and situated at **Mouza - Bishnupur**, J.L. No. 44, R.S. No. 126, Touzi No. 173 at present No. 10, within the local limits of **Chandpur Gram Panchayet**, within the jurisdiction of **Rajarhat Police Station**, Pargana Kolikata, under A.D.S.R. Office, Rajarhat, New Town, in the District of North 24-Parganas, Kolkata - 700135, in the State of West Bengal, the said land is clearly specified in the following manner:

Saleable Land Area	Share of Land	Out of total land	R.S. & L.R. Dag No.	L.R. Khatian No.	Nature of Land
00.20 Decimal	0.0250	08 Decimal	3842	9086	Sali
<b>TOTAL: 0.20 SATAK/DECIMAL</b>					

Totaling to **173.11 (One Hundred Seventy Three point Eleven) decimal** equivalent to **104 (One Hundred and Four) Katha 11 (Eleven) Chitak 32 (Thirty Two) Sq. Ft.** more or less lying and situated at **Mouza - Bishnupur**, comprised in **R.S. & L.R. Dag Nos. 3837, 3839, 3840, 3841, 3842, 3843, 3846, 3848, 4097, 4100, 4101, 4110, 4111, 4112 and 4113**, and under **L.R. Khatian Nos. 157, 398, 757, 849, 959, 1014, 1234, 1312, 1456, 2151, 2210, 2634, 2761, 3265, 8584, 8585, 8587, 8786, 8602, 8882 and 10030**, J.L. No. 44, R.S. No. 126, Touzi No. 173 at present No. 10, within the local limits of **Chandpur Gram Panchayet**, within the jurisdiction of **Rajarhat Police Station**, Pargana Kolikata, under A.D.S.R. Office, Rajarhat, New Town, in the District of North 24-Parganas, more fully described in the **Schedule 'B'** written hereunder.

**AND WHEREAS** thereafter **M/S Withal Services Private Limited**, one of the **Owner** herein, **mutated its** name in **L.R. Khatian Nos. 10968, 11086, 11723, 11871, 11989 and 12120**, in the records of B.L.&L.R.O. in respect of the aforesaid land and also mutated its name in the record of the **Chandpur Gram Panchayet** in respect of the aforesaid landas recorded **Owner** and have so long been enjoying and possessing the same with good right and full and absolute power of ownership and have every right to transfer the

same or any part to anybody by any way and possessed and enjoyed the said property free from all encumbrances.

**OWNERSHIP OF MANOJ KUMAR BUDHIA**

**WHEREAS:** One Sri Asit Baran Ghosh (the Vendor no.1 therein) is the absolute recorded owner and possessor of a Shali land measuring an area 01.50 Satak, comprised in R.S. & L.R. Dag No. 4100, under L.R. Khatian No. 11949, lying and situated at Mouza - Bishnupur, J.L. No. 44, R.S. No. 126, Touzi No. 173 at present No.10, within the local limits of Chandpur Gram Panchayet, within the jurisdiction of Rajarhat Police Station, in the District of North 24 Parganas, by virtue of inheritance and thereafter he recorded his name at BL & LRO, under L.R. Khatian No. 11949 (in the name of Asit Baran Ghosh) and absolutely free from all encumbrances whatsoever.

One Sri Rabindra Nath Ghosh alias Rabindra Nath Ghosh Jhuri (the Vendor No. 2 therein) is the absolute recorded owner and possessor of a Shali land measuring an area 01.50 Satak, comprised in R.S. & L.R. Dag No. 4100, under L.R. Khatian No. 11948 lying and situated at Mouza Bishnupur, J.L. No. 44, R.S. No. 126, Touzi No. 173 at present No.10, within the local limits of Chandpur Gram Panchayet, within the jurisdiction of Rajarhat Police Station, in the District of North 24 Parganas. by virtue of inheritance and, thereafter he recorded his name at BL & LRO, under L.R. Khatian No. 11948 (in the name of Rabindranath Ghosh Jhuri) and absolutely free from all encumbrances whatsoever.

Since then, the said Sri Asit Baran Ghosh and Sri Rabindra Nath Ghosh alias Rabindra Nath Ghosh Jhuri, (the Vendors therein) was the absolute owner of Shali land total measuring an area 03 Satak comprised in R.S. & L.R. Dag No. 4100, under L.R. Khatian Nos 11949 & 11948, lying and situated at Mouza - Bishnupur, J.L. No. 44, R.S. No. 126. Touzi No. 173 at present No.10, within the local limits of Chandpur Gram Panchayet, within the jurisdiction of Rajarhat Police Station, in the District of North 24 Parganas, Kolkata 700135, more fully and particularly described in the schedule hereinafter written, by virtue of inheritance, recorded and purchase and have been enjoying the same as per demarcation peacefully, freely, absolutely and without any interruptions from any corners whatsoever by paying usual. rents and taxes to the proper authorities in their names as absolute Owner and possessors thereof and have the full right to dis pose or transfer the same to anybody in any way as they will think fit and proper.

2. By an indenture of conveyance dated 16th August 2021 registered in the office of A.D.S.R Rajarhat, recorded in Book No. I, Volume No. 1523-2021, Pages from 416664 to 416692 being Deed No. 152309927 for the 2021, Asit Baran Ghosh, Rabindra Nath Ghosh @ Rabindra Nath Ghosh Jhuri being the Vendors therein. Rabindra Nath Ghosh @ Rabindra Nath Ghosh Jhuri was represented by the Lawful and constituted attorney of Vendor No. 2 therein (Power of Attorney dated 27.01.2021 registered in the office of A.D.S.R Rajarhat, recorded in Book No. 1, Volume No. 1523-2021, Pages from 76807 to 76828 being Deed No. 01548 for the 2021) sold, conveyed and transferred in favour of Mr. Manoj Kumar Budhia, ALL THAT piece or parcel of Sali land measuring an area of 3 Satak/decimal more or less, comprised in R.S. & L.R. Dag Nos. 4100. under L.R. Khatian No. 11949 and 11948 lying and situated at Mouza Bishnupur, J.L. No. 44, R.S. No. 126, Touzi No. 173 at present No. 10, within the local limits of Chandpur Gram Panchayet, within the jurisdiction of Rajarhat Police Station, Pargana Kolikata, under A.D.S.R. Office, Rajarhat, New Town, in the District of North 24-Parganas, Kolkata - 700135, in the State of West Bengal, the said land is clearly specified in the following manner:

<b>Saleable Land Area</b>	<b>Share of Land</b>	<b>Out of total land</b>	<b>R.S. &amp; L.R. Dag No.</b>	<b>L.R. Khatian No.</b>	<b>Nature of Land</b>
0.150 Decimal	0.0469	32 decimal	4100	11949	Sali

0.150 decimal	0.0469	32 Decimal	4100	11948	Sali
<b>TOTAL: 3 SATAK/DECIMAL</b>					

**AND WHEREAS** by virtue of the aforesaid deed of conveyance, said **MR. MANOJ KUMAR BUDHIA** became the absolute owner of ALL THAT piece or parcel of Sali land measuring an area of 3 (Three) Satak/decimal equivalent to 01 (One) Katha 13 (Thirteen) Chitak 02 (Two) Sq. Ft. more or less, comprised in R.S. & L.R. Dag Nos. 4100, under L.R. Khatian No. 11949 and 11948 lying and situated at Mouza Bishnupur, J.L. No. 44, R.S. No. 126, Touzi No. 173 at present No. 10, within the local limits of Chandpur Gram Panchayet, within the jurisdiction of Rajarhat Police Station, Pargana Kolikata, under A.D.S.R. Office, Rajarhat, New Town, in the District of North 24-Parganas, Kolkata - 700135, in the State of West Bengal, more fully described in the **Schedule 'C'** written hereunder.

**AND WHEREAS** thereafter the said Mr. Manoj Kumar Budhia, mutated his name in **L.R. Khatian No. 12382**, in the records of Chandpur Gram Panchayat as recorded Owner and have so long been enjoying and possessing the same with good right and full and absolute power of ownership and have every right to transfer the same or any part to anybody by any way and possessed and enjoyed the said property free from all encumbrances

**EXECUTION OF DEVELOPMENT AGREEMENT WITH THE DEVELOPERS**

**THEREAFTER** the above named Owners of the First Part herein desirous to develop their respective plot of lands in question by utilizing the same by way of raising a Multi Storied Building by amalgamating the said plot of lands comprising with several Flats/Shops and Covered Car Parking Space, commercial space and other units and has given an offer to the Second Part **NITU DEVELOPERS PRIVATE LIMITED [PAN NO. AAECN1633P]**, a Private Limited Company, incorporated under the provisions of Companies Act, 1956, having its Registered Office address at Lauhati, Rajarhat, P.O. Lauhati, P.S. Rajarhat, Kolkata - 700135, District North 24 Parganas, West Bengal, represented by its Managing Director, **JAMALUDDIN MOLLA [PAN NO. AIYPM1138K], [AADHAAR NO. 426241332212]**, son of Mojambari Molla, by faith - Muslim, by occupation - Business, by nationality - Indian, residing at Lauhati, Rajarhat, P.O. Lauhati, P.S. Rajarhat, Kolkata - 700135, District North 24 Parganas, West Bengal, urging them thereby to develop the said land as described in the First Schedule at the cost of the Developer Firm and in pursuance of the Building Plan as would be sanctioned by the competent authority.

**AND THEREAFTER** the party hereto of the Second Part /Developer is a well-established and reputed building contractor with practical knowledge and experience of construction of Multi-Storied Building having self-sufficient and having well knowledge regarding the construction whereas the Owners are not getting any time to build up a Multi-Storied building over the said property hereunder given and the Developer considering the bonafide approach the Owner has accepted the proposal and for maintaining good relation.

**THEREAFTER** the Owner / vendor no. 1 entered into a **REGISTERED DEVELOPMENT AGREEMENT** on 18.08.2022 with the developer/promoter namely **NITU DEVELOPERS PRIVATE LIMITED [PAN NO. AAECN1633P]**, a Private Limited Company, incorporated under the provisions of Companies Act, 1956, having its Registered Office address at Lauhati, Rajarhat, P.O. Lauhati, P.S. Rajarhat, Kolkata - 700135, District North 24 Parganas, West Bengal, represented by its Managing Director, **JAMALUDDIN MOLLA [PAN NO. AIYPM1138K], [AADHAAR NO. 426241332212]**, son of Mojambari Molla, by faith - Muslim, by occupation - Business, by nationality - Indian, residing at Lauhati, Rajarhat, P.O. Lauhati, P.S. Rajarhat, Kolkata - 700135, District North 24 Parganas, West Bengal, in respect of **the aforesaid and below 'A' scheduled land and property** for construction of the building consisting of several flats and spaces on the said plot of land

and it was agreed that the developer shall construct the building, on the terms, condition and consideration mentioned therein and the said Development agreement dated **18<sup>th</sup> Day of August, 2022** registered at the office of the Additional Registrar of Assurance IV, Kolkata and also recorded in Book No. 1, Volume No. 1904-2022. Pages from 842251 to 842290 **bearing Deed No, 13186 of the year 2022.**

**THEREAFTER** the Owner / vendor no. 2 entered into a **REGISTERED DEVELOPMENT AGREEMENT** on 18.08.2022 with the developer/promoter namely **NITU DEVELOPERS PRIVATE LIMITED [PAN NO. AAECN1633P]**, a Private Limited Company, incorporated under the provisions of Companies Act, 1956, having its Registered Office address at Lauhati, Rajarhat, P.O. Lauhati, P.S. Rajarhat, Kolkata - 700135, District North 24 Parganas, West Bengal, represented by its Managing Director, **JAMALUDDIN MOLLA [PAN NO. AIYPM1138K], [AADHAAR NO. 426241332212] & [MOBILE NO. 9836048243]**, son of Mojambari Molla, by faith - Muslim, by occupation - Business, by nationality - Indian, residing at Lauhati, Rajarhat, P.O. Lauhati, P.S. Rajarhat, Kolkata - 700135, District North 24 Parganas, West Bengal, in respect of **the aforesaid and below 'B' scheduled land and property** for construction of the building consisting of several flats and spaces on the said plot of land and it was agreed that the developer shall construct the building, on the terms, condition and consideration mentioned therein and the said Development agreement dated **18<sup>th</sup> Day of August, 2022** registered at the office of the Additional Registrar of Assurance IV, Kolkata and also recorded in Book No. 1, Volume No. 1904-2022. Pages from 842291 to 842350 **bearing Deed No, 13187 of the year 2022**

**THEREAFTER** the Owner / vendor no. 3 entered into a **REGISTERED DEVELOPMENT AGREEMENT** on 18.08.2022 with the developer/promoter namely **NITU DEVELOPERS PRIVATE LIMITED [PAN NO. AAECN1633P]**, a Private Limited Company, incorporated under the provisions of Companies Act, 1956, having its Registered Office address at Lauhati, Rajarhat, P.O. Lauhati, P.S. Rajarhat, Kolkata - 700135, District North 24 Parganas, West Bengal, represented by its Managing Director, **JAMALUDDIN MOLLA [PAN NO. AIYPM1138K], [AADHAAR NO. 426241332212]**, son of Mojambari Molla, by faith - Muslim, by occupation - Business, by nationality - Indian, residing at Lauhati, Rajarhat, P.O. Lauhati, P.S. Rajarhat, Kolkata - 700135, District North 24 Parganas, West Bengal, in respect of **the aforesaid and below 'B' scheduled land and property** for construction of the building consisting of several flats and spaces on the said plot of land and it was agreed that the developer shall construct the building, on the terms, condition and consideration mentioned therein and the said Development agreement dated **18<sup>th</sup> Day of August, 2022** registered at the office of the Additional Registrar of Assurance IV, Kolkata and also recorded in Book No. 1, Volume No. 1904-2022. Pages from 842219 to 842250 **bearing Deed No, 13185 of the year 2022**

**EXECUTION OF REGISTERED DEVELOPMENT POWER OF ATTORNEY :**

**THEREAFTER** the said Owner no. 1 appointed its constituted attorney namely **JAMALUDDIN MOLLA [PAN NO. AIYPM1138K], [AADHAAR NO. 426241332212]**, son of Mojambari Molla, by faith - Muslim, by occupation - Business, by nationality - Indian, residing at Lauhati, Rajarhat, P.O. Lauhati, P.S. Rajarhat, Kolkata - 700135, District North 24 Parganas, West Bengal, by virtue of a registered Development Power of Attorney both dated **18<sup>th</sup> Day of August, 2022** registered at the office of the Additional Registrar of Assurance IV, Kolkata and also recorded in Book No. 1, Volume No. 1904-2022. Pages from 842251 to 842290 **bearing Deed No, 13186 of the year 2022** with right to execute enter into agreement for Sale with the intending buyers of flats/Covered Garage Rooms/spaces/shops etc. to be constructed in the Said land and to receive the earnest

money, part payment and the entire sale consideration thereof and execute the respective deed of conveyances etc.

**THEREAFTER** the said Owner no. 2 appointed its constituted attorney namely **JAMALUDDIN MOLLA [PAN NO. AIYPM1138K], [AADHAAR NO. 426241332212]**, son of Mojambari Molla, by faith - Muslim, by occupation - Business, by nationality - Indian, residing at Lauhati, Rajarhat, P.O. Lauhati, P.S. Rajarhat, Kolkata - 700135, District North 24 Parganas, West Bengal, by virtue of a registered Development Power of Attorney both dated **18<sup>th</sup> Day of August, 2022** registered at the office of the Additional Registrar of Assurance IV, Kolkata and also recorded in Book No. 1, Volume No. 1904-2022. Pages from 842291 to 842350 **bearing Deed No, 13187 of the year 2022** with right to execute enter into agreement for Sale with the intending buyers of flats/Covered Garage Rooms/spaces/shops etc. to be constructed in the Said land and to receive the earnest money, part payment and the entire sale consideration thereof and execute the respective deed of conveyances etc.

**THEREAFTER** the said Owner no. 3 appointed its constituted attorney namely **JAMALUDDIN MOLLA [PAN NO. AIYPM1138K], [AADHAAR NO. 426241332212]**, son of Mojambari Molla, by faith - Muslim, by occupation - Business, by nationality - Indian, residing at Lauhati, Rajarhat, P.O. Lauhati, P.S. Rajarhat, Kolkata - 700135, District North 24 Parganas, West Bengal, by virtue of a registered Development Power of Attorney both dated **18<sup>th</sup> Day of August, 2022** registered at the office of the Additional Registrar of Assurance IV, Kolkata and also recorded in Book No. 1, Volume No. 1904-2022. Pages from 842219 to 842250 **bearing Deed No, 13185 of the year 2022** with right to execute enter into agreement for Sale with the intending buyers of flats/Covered Garage Rooms/spaces/shops etc. to be constructed in the Said land and to receive the earnest money, part payment and the entire sale consideration thereof and execute the respective deed of conveyances etc.

### **COMMENCEMENT OF THE PROJECT**

**AND WHEREAS** by both the **Development Agreement with Development Power of Attorney dated 18.08.2022** the **Developer** has been empowered to build the proposed building upon the said land in accordance with the sanctioned plan or enter into any contract or agreement with the intending Purchaser/s or take advance from the said intending Purchaser/s against the respective unit and also **Developer** have been empowered to collect the consideration money from the sale of **Developer's allocation** also from the intending Purchaser/s and issue money receipt in **his / her / their** own name/s and moreover take advance of consideration money from the intending Purchaser/s for **Developer's allocation**.

**AND WHEREAS** by virtue of the said **Development Agreement** and vested power the **Developer** has taken delivery of peaceful and khas possession of the land as specifically mentioned in the **Schedule 'C'** hereunder written.

**AND WHEREAS** on being empowered and authorized by the **Owners**, the **Developer** herein started construction of the said proposed building upon the said land as per **Plan** sanctioned and approved by the **District Engineer N-24 Parganas Zilla Parishad on 10.03.2025** and also sanctioned and approved by the **Executive Officer, Rajarhat Panchayat Samity on 20.03.2025** by virtue of **Approval Order No. 552/RPS dated 20.03.2025**.

**AND WHEREAS** in terms of the said **Development Agreement** and as per said sanctioned building plan, the **Developer** started the remaining work of the said building which is now going in progress.

**AND WHEREAS** the **Developer** and the **Owner** declare and confirm that the said Flat/Unit/ Car Parking Space is forming part of **Developer's Allocation**.

**AND WHEREAS** the **Owners** and the **Developer** are fully competent to enter into this Agreement and all legal formalities with respect to the right, title and interest of the Promoter regarding the said Land, have been completed.

**AND WHEREAS** the developer started the constructional work of Block – E of the said housing complex.

### **DESCRIPTION OF THE PROJECT**

- A. The said land is earmarked for the purpose of building a residential Project comprising multistoried apartment buildings and the said project shall be known as “**SUNSHINE GREEN CITY**” with the object of using for Apartments.
- B. The promoter / Developer is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter/Developer regarding the said land on which Project is to be constructed have been completed.
- C. The **Developer** herein have invited offers to sell one residential **Flat being no. \_\_\_\_\_**, on the \_\_\_\_\_ **Floor, Block - E**, containing a salable area of \_\_\_\_\_ **Sq. ft.** equivalent to \_\_\_\_\_ **sq. ft.** Covered area equivalent to \_\_\_\_\_ **sq.ft. Carpet Area** be the same a little more or less consisting of \_\_\_\_\_ **Bed Rooms**, \_\_\_\_\_ Drawing cum Dining Space, \_\_\_\_\_ open Kitchen, \_\_\_\_\_ Toilets and \_\_\_\_\_ **Balcony** with **Vitrified Tiles flooring** and **Lift facility** of the **Multistoried Building Complex** namely **SUNSHINE GREEN CITY**, situated at **Lauhati, Rajarhat**, under **Chandpur Gram Panchayet**, within the jurisdiction of **Rajarhat Police Station**, in the **District of North 24-Parganas, Kolkata - 700135**, more fully described in the **Schedule 'E' (PART I)**, hereinafter referred to as the said “residential **Flat**” at the rate of **Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_) only** per sq.ft. i.e. the consideration price of the flat is **Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_) only** exclusive GST and **including GST @1%** (Rs. \_\_\_\_\_/-) the price of the **Flat** is **Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_) only** and including EDC with GST, the total cost is **Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_) only** which is morefully and particularly stated in the Schedule 'G' hereunder written and along with the undivided proportionate share of land more fully described in the **Schedule 'A', 'B' 'C' & 'D'**, including all rights to use as common service - areas and common parts / Amenities of the said building, more fully described in the **Schedule 'F' & 'G'** respectively, as per provisions of the West Bengal Apartments Ownership Act, 1972

**AND WHEREAS** the **Purchaser** has taken inspection of the title deed, sanctioned plan and all other relevant documents including layout as aforesaid and have made all necessary searches and **is** fully satisfied with the plan and marketable title of the Owner's land and the **Purchaser** having been spontaneously agreed not to raise any objection and / or make any other query with regard thereto and having been satisfied and considering the price and / or consideration of the aforesaid residential Flat being the fair market price and the **Purchaser** approached the **Developer** for purchase the above-mentioned one residential **Flat being no. \_\_\_\_\_**, on the \_\_\_\_\_ **Floor, Block - E**, containing a salable area of \_\_\_\_\_ **Sq. ft.** equivalent to \_\_\_\_\_ **sq. ft.** Covered area equivalent to \_\_\_\_\_ **sq.ft. Carpet Area** be the same a little more or less consisting of \_\_\_\_\_ **Bed Rooms**, \_\_\_\_\_ Drawing cum Dining Space, \_\_\_\_\_ open Kitchen, \_\_\_\_\_ Toilets and \_\_\_\_\_ **Balcony** with **Vitrified Tiles flooring** and **Lift facility** of the **Multistoried Building Complex** namely **SUNSHINE GREEN CITY**, situated at **Lauhati, Rajarhat**, under **Chandpur Gram Panchayet**, within the jurisdiction of **Rajarhat Police Station**, in the **District of North**

**24-Parganas, Kolkata - 700135**, more fully described in the **Schedule 'E' (PART I)**, hereinafter referred to as the said "residential **Flat**" at the rate of **Rs. \_\_\_\_/- (Rupees \_\_\_\_)** only per sq.ft. i.e. the consideration price of the flat is **Rs. \_\_\_\_/- (Rupees \_\_\_\_)** only exclusive GST and **including GST @1%** (Rs. \_\_\_\_/-) the price of the **Flat** is **Rs. \_\_\_\_/- (Rupees \_\_\_\_)** only and including EDC with GST, the total cost is **Rs. \_\_\_\_/- (Rupees \_\_\_\_)** only which is morefully and particularly stated in the Schedule 'G' hereunder written and along with the undivided proportionate share of land more fully described in the **Schedule 'A', 'B' 'C' & 'D'**, including all rights to use as common service - areas and common parts / Amenities of the said building, more fully described in the **Schedule 'F' & 'G'** respectively, as per provisions of the West Bengal Apartments Ownership Act, 1972.

**AND WHEREAS** the **Developer** doth hereby undertakes, confirms and assures unto the **Purchasers** that the said **Flat** agreed to be purchased together with the proportionate land more fully described in the **Schedule 'F' & 'G'** respectively, is free from all encumbrances including mortgage, charge, lien and attachment whatsoever and that the **Developer** have and still have full and absolute power to transfer, convey and deliver ownership and physical possession of the said **Flat along with covered car parking space** more fully described in **Schedule 'E'** written hereunder in favour of the **Purchaser**.

**AND WHEREAS** at the request of the **Purchaser**, the **Owners / Vendors** herein agreed to sell, transfer and convey the undivided importable proportionate share in the land comprise in the said Premises and attributable to the said **residential Flat being no. \_\_\_\_**, on the \_\_\_\_ **Floor, Block - E**, containing a salable area of \_\_\_\_ **Sq. ft.** equivalent to \_\_\_\_ **sq. ft.** Covered area equivalent to \_\_\_\_ **sq.ft. Carpet Area** be the same a little more or less consisting of \_\_\_\_ **Bed Rooms**, \_\_\_\_ **Drawing cum Dining Space**, \_\_\_\_ **open Kitchen**, \_\_\_\_ **Toilets** and \_\_\_\_ **Balcony** with **Vitrified Tiles flooring** and **Lift facility** of the **Multistoried Building Complex** namely **SUNSHINE GREEN CITY**, situated at **Lauhati, Rajarhat**, under **Chandpur Gram Panchayet**, within the jurisdiction of **Rajarhat Police Station**, in the **District of North 24-Parganas, Kolkata - 700135**, more fully described in the **Schedule 'E' (PART I)**, hereinafter referred to as the said "residential **Flat**" at the rate of **Rs. \_\_\_\_/- (Rupees \_\_\_\_)** only per sq.ft. i.e. the consideration price of the flat is **Rs. \_\_\_\_/- (Rupees \_\_\_\_)** only exclusive GST and **including GST @1%** (Rs. \_\_\_\_/-) the price of the **Flat** is **Rs. \_\_\_\_/- (Rupees \_\_\_\_)** only and including EDC with GST, the total cost is **Rs. \_\_\_\_/- (Rupees \_\_\_\_)** only which is morefully and particularly stated in the Schedule 'G' hereunder written and along with the undivided proportionate share of land more fully described in the **Schedule 'A', 'B' 'C' & 'D'**, including all rights to use as common service - areas and common parts / Amenities of the said building, more fully described in the **Schedule 'F' & 'G'** respectively, as per provisions of the West Bengal Apartments Ownership Act, 1972.

**AND WHEREAS** the **Developer** doth hereby undertakes, confirms and assures unto the **Purchaser** that the said **Flat** agreed to be purchased together with the proportionate land more fully described in the **Schedule 'E' & 'F'** respectively, is free from all encumbrances including mortgage, charge, lien and attachment whatsoever and that the **Developer** have and still have full and absolute power to transfer, convey and deliver ownership and physical possession of the said **Flat along with covered car parking space** more fully described in **Schedule 'D'** written hereunder in favour of the **Purchaser** and entered into a registered sale agreement dated.

**AND WHEREAS** at the request of the **Purchaser**, the **Owners / Vendors** herein agreed to sell, transfer and convey the undivided importable proportionate share in the land comprise in the said Premises and attributable to the said **residential Flat being no. \_\_\_\_**, on the \_\_\_\_ **Floor, Block - E**, containing a salable area of \_\_\_\_ **Sq. ft.** equivalent to \_\_\_\_ **sq. ft.** Covered area equivalent to \_\_\_\_ **sq.ft. Carpet Area** be the same a little more or less consisting of \_\_\_\_ **Bed Rooms**, \_\_\_\_ **Drawing cum Dining Space**, \_\_\_\_ **open Kitchen**, \_\_\_\_ **Toilets** and \_\_\_\_ **Balcony** with **Vitrified Tiles flooring** and **Lift facility** of the **Multistoried Building Complex** namely

**SUNSHINE GREEN CITY**, situated at **Lauhati, Rajarhat**, under **Chandpur Gram Panchayet**, within the jurisdiction of **Rajarhat Police Station**, in the **District of North 24-Parganas, Kolkata - 700135**, more fully described in the **Schedule 'E' (PART I)**, hereinafter referred to as the said "residential **Flat**" at the rate of **Rs. \_\_\_\_/- (Rupees \_\_\_\_)** only per sq.ft. i.e. the consideration price of the flat is **Rs. \_\_\_\_/- (Rupees \_\_\_\_)** only exclusive GST and **including GST @1%** (Rs. \_\_\_\_/-) the price of the **Flat** is **Rs. \_\_\_\_/- (Rupees \_\_\_\_)** only and including EDC with GST, the total cost is **Rs. \_\_\_\_/- (Rupees \_\_\_\_)** only.

**NOW THIS DEED OF CONVEYANCE WITNESSETH and it is mutually agreed as follows :-**

**THAT** in consideration of **Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_)** only inclusive of miscellaneous and Gst which is morefully and particularly stated in the Schedule 'G' hereunder written which is already paid by the **Purchaser** to the **Developer** herein and the **Developer** doth hereby indefeasibly sell grant, convey, transfer, assure and assign free from all encumbrances, attachments, liens, charges etc. unto and in favour of the **Purchaser ALL THAT** a residential **Flat being no. \_\_\_\_, on the \_\_\_\_\_ Floor, Block - E**, containing a salable area of **\_\_\_\_\_ Sq. ft.** equivalent to **\_\_\_\_\_ sq. ft.** Covered area equivalent to **\_\_\_\_\_ sq.ft.** **Carpet Area** be the same a little more or less consisting of **\_\_ Bed Rooms**, **\_\_ Drawing cum Dining Space**, **\_\_ open Kitchen**, **\_\_\_\_\_ Toilets** and **\_\_\_\_\_ Balcony** with **Vitrified Tiles flooring** and **Lift facility** of the **Township Project** namely **SUNSHINE GREEN CITY**, situated at **Lauhati, Rajarhat**, under **Chandpur Gram Panchayet**, within the jurisdiction of **Rajarhat Police Station**, in the **District of North 24-Parganas, Kolkata - 700135** more fully described in the **Schedule "D"** and along with the undivided proportionate share of land more fully described in the **Schedule "C"**, including all rights to use as common service - areas and common parts / Amenities of the said building, more fully described in the **Schedule 'E' & 'F'** respectively, as per provisions of the West Bengal Apartments Ownership Act, 1972, and referred to as the said property in favour of the **Purchasers** absolutely and forever AND the **Developer** hereby covenants with the **Purchasers** and **their** heirs, executors and representatives that notwithstanding any acts, deeds, matters or things by the **Developer** made done executed or knowingly suffered to the contrary, the **Developer** had good right, full power, absolute authority and indefeasible title to grant, sell, convey, transfer, assign and assure the said property to the **Purchasers** without any encumbrances AND further that the **Owners / Vendors** are now lawfully and rightfully seized, possessed of or otherwise well and sufficiently entitled to the said property hereby granted and conveyed or otherwise expressed or intended so to be and every part thereof for a perfect and indefeasible estate or inheritance in possession or an estate equivalent thereto without in any manner or condition use or trust or other things whatsoever AND THAT notwithstanding any such acts, deeds, matters and things whatsoever executed or knowingly suffered to the contrary, the **Owners / Vendors / Developer** have now in **themselves**, good, right, full power and absolute authority and unencumbered and unfettered liberty to transfer, convey, assure and assign the said property and every part thereof hereby sold, transferred, conveyed or otherwise or expressed or intended so to be unto and in favour of the **Purchaser** in the manner aforesaid AND THAT the **Purchasers** and **their** heirs, executors, administrators, representatives and assigns shall or may at all times hereafter peacefully and equitably possess and enjoy the said property free from all encumbrances, charges and / or every part thereof without any lawful eviction, interruption, claim or demand whatsoever from or by the **Developer** or **its** heirs, successors AND FURTHER THAT the **Developer** and **its** executors, legal heirs, representatives, successors, assigns shall at all times hereinafter indemnify and keep indemnified the **Purchasers** and their heirs, executors, administrators and assigns against any kind of loss, damages, costs, charges and expenses if any suffered by reason of any defect in the title of the **Owners / Vendors / Developer** or any breach of the covenants hereinbefore contained. And the purchaser is also declare that the he will not raise any objection upon the further construction work of the developer in the said housing complex.

**SCHEDULE "A" ABOVE REFERRED TO**

**(Description of the Land and Property of M/S Negus Services Pvt. Ltd.)**

Contd.....

**THAT** piece or parcel of Bastu land measuring an area of **64.65 (Sixty Four point Sixty Five) decimal** equivalent to **39 (Thirty Nine) Katha 01 (One) Chitak 37 (Thirty Seven) Sq. Ft.** more or less lying and situated at **Mouza - Bishnupur**, comprised in **R.S. & L.R. Dag Nos. 3837, 3841, 3843, 3848, 4097, 4100, 4101 and 4109** and under R.S. Khatian no. 33, L.R. Khatian Nos. 157, 759, 1950, 3400, 4248, 8786 and 10030, new **L.R. Khatian Nos. 10967 and 11108**, J.L. No. 44, R.S. No. 126, Touzi No. 173 at present No. 10, within the local limits of **Chandpur Gram Panchayet**, within the jurisdiction of **Rajarhat Police Station**, Pargana Kolikata, under A.D.S.R. Office, Rajarhat, New Town, in the District of North 24-Parganas, **Kolkata - 700135**. Being butted and bounded by:

ON THE NORTH	50 feet wide Road (91 Bus Route) / Lauhati – Bhangar Road & R.S. & L.R. Dag no. 3848 (P), 3843 (P), 3840 (P)
ON THE SOUTH	R.S. & L.R. Dag no. 3836, 4097 (P), 4111, 4118, 4119
ON THE EAST	R.S. & L.R. Dag no. 3836, 4106, 4107, 4120
ON THE WEST	R.S. & L.R. Dag no. 3837, 3850, 4098, 4110

**SCHEDULE “B” ABOVE REFERRED TO**

**(Description of the Land and Property of M/S Withal Services Pvt. Ltd.)**

**ALL THAT** piece or parcel of Bastu land measuring an area of **173.11 (One Hundred Seventy Three point Eleven) decimal** equivalent to **104 (One Hundred and Four) Katha 11 (Eleven) Chitak 32 (Thirty Two) Sq. Ft.** more or less lying and situated at **Mouza - Bishnupur**, comprised in **R.S. & L.R. Dag Nos. 3837, 3839, 3840, 3841, 3842, 3843, 3846, 3848, 4097, 4100, 4101, 4110, 4111, 4112 and 4113**, and under and under L.R. Khatian Nos. 157, 398, 757, 849, 959, 1014, 1234, 1312, 1456, 2210, 2634, 2761, 3265, 8602, 8882 and 10030, new **L.R. Khatian Nos. 10968, 11086, 11723, 11871, 11989 and 12120**, J.L. No. 44, R.S. No. 126, Touzi No. 173 at present No. 10, within the local limits of **Chandpur Gram Panchayet**, within the jurisdiction of **Rajarhat Police Station**, Pargana Kolikata, under A.D.S.R. Office, Rajarhat, New Town, in the District of North 24-Parganas, **Kolkata - 700135**. Being butted and bounded by :-

<b>ON THE NORTH</b>	50 feet wide Road (91 Bus Route) / Lauhati – Bhangar Road & R.S. & L.R. Dag no. 3847, 3845, 3838, 3836, 3846 (P)
<b>ON THE SOUTH</b>	R.S. & L.R. Dag no. 4096, 4112 (P), 4114, 4110 (P), 4101 (P)
<b>ON THE EAST</b>	R.S. & L.R. Dag no. 4102, 4101 (P), 4108, 4109, 4118
<b>ON THE WEST</b>	R.S. & L.R. Dag no. 3838, 3845, 3846 (P), 3850, 3841 (P), 3842 (P), 4100 (P), 4018, 4096, 4112 (P), 4113 (P), 4114

**SCHEDULE “C” ABOVE REFERRED TO**

**(Description of the Land and Property of Mr. Manoj Kumar Budhia)**

**ALL THAT** piece or parcel of Sali land measuring an area of **3 (Three) Satak/decimal equivalent to 01 (One) Katha 13 (Thirteen) Chitak 02 (Two) Sq. Ft.** more or less, comprised in **R.S. & L.R. Dag Nos. 4100**, under **L.R. Khatian No. 11949 and 11948**, new **L.R. Khatian No. 12382**, lying and situated at **Mouza - Bishnupur**, J.L. No. 44, R.S. No. 126, Touzi No. 173 at present No. 10, within the local limits of **Chandpur Gram Panchayet**, within the jurisdiction of **Rajarhat Police Station**, Pargana Kolikata, under A.D.S.R. Office, Rajarhat, New Town, in the District of North 24-Parganas, **Kolkata - 700135**, in the State of West Bengal, being butted and bounded by:-

<b>ON THE NORTH</b>	R.S. & L.R. Dag no. 3848
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<b>ON THE SOUTH</b>	R.S. & L.R. Dag no. 4111
<b>ON THE EAST</b>	R.S. & L.R. Dag no. 4100 (P)
<b>ON THE WEST</b>	R.S. & L.R. Dag no. 4097

**SCHEDULE "D" ABOVE REFERRED TO - PART - I**

**(Description of the Area of Land of Block - E As per Deed)**

**ALL THAT** a piece or parcel of **Bastu** land measuring an area of **33 K - 9 CH - 2 SQ.FT.** out of total land measuring 240.76 Decimal equivalent to 143 Katha 12 Chitak 39 sq.ft. mentioned in the Schedule 'A', 'B' & 'C' together with a multistoried building lying and situated at **Mouza - Bishnupur**, comprised in **R.S. & L.R. Dag Nos. 3843, 3848, 4100, 4097** new **L.R. Khatian Nos. 11108, 10968, 12382 and 11086**, J.L. No. 44, R.S. No. 126, Touzi No. 173 at present No. 10, within the local limits of **Chandpur Gram Panchayet**, within the jurisdiction of **Rajarhat Police Station**, Pargana Kolikata, under A.D.S.R. Office, Rajarhat, New Town, in the District of North 24-Parganas, **Kolkata - 700135**, West Bengal

**SCHEDULE "D" ABOVE REFERRED TO - PART - II**

**(Description of the Constructed Area of Block - E As per sanctioned plan)**

**ALL THAT** a piece or parcel of **Bastu** land measuring an area of **14.95** decimals equivalent to **9.064 cottahs** out of total land measuring **33 K - 9 CH - 2 SQ.FT.** as mentioned in the schedule 'D' - Part - I above together with a multistoried building lying and situated at **Mouza - Bishnupur**, comprised in **R.S. & L.R. Dag Nos. 3843, 3848, 4100, 4097** new **L.R. Khatian Nos. 11108, 10968, 12382 and 11086**, J.L. No. 44, R.S. No. 126, Touzi No. 173 at present No. 10, within the local limits of **Chandpur Gram Panchayet**, within the jurisdiction of **Rajarhat Police Station**, Pargana Kolikata, under A.D.S.R. Office, Rajarhat, New Town, in the District of North 24-Parganas, **Kolkata - 700135**, West Bengal, which is butted and bounded as follows :-

<b>ON THE NORTH</b>	16 ft Common Passage
<b>ON THE SOUTH</b>	30ft Common Passage
<b>ON THE EAST</b>	16ft Common Passage
<b>ON THE WEST</b>	16 ft Common Passage

**THE SCHEDULE 'E' REFERRED TO**

**(Flat hereby conveyed)**

**ALL THAT** a residential **Flat being no. \_\_\_\_\_**, on the **\_\_\_\_\_ Floor, Block - E**, containing a salable area of **\_\_\_\_\_ Sq. ft.** equivalent to **\_\_\_\_\_ sq. ft.** Covered area equivalent to **\_\_\_\_\_ sq.ft.** **Carpet Area** be the same a little more or less consisting of **\_\_\_ Bed Rooms**, **\_\_\_ Drawing cum Dining Space**, **\_\_\_ open Kitchen**, **\_\_\_ Toilets** and **\_\_\_ Balcony** with **Vitrified Tiles flooring** and **Lift facility** of the **Multistoried Building Complex** namely **SUNSHINE GREEN CITY**, situated at **Lauhati, Rajarhat**, under **Chandpur Gram Panchayet**, within the jurisdiction of **Rajarhat Police Station**, in the **District of North 24-Parganas, Kolkata - 700135**, situated at **Lauhati, Rajarhat**, under **Chandpur Gram Panchayet**, within the jurisdiction of **Rajarhat Police Station**, in the **District of North 24-Parganas, Kolkata - 700135** and with proportionate share of land and together with common parts and portions of the said more fully and particularly described in the **Schedule 'A', 'B', 'C', 'D' & 'G'** hereinabove written. A plan or map of the said flat annexed herewith which is to be treated as the part of this deed of conveyance.

**THE SCHEDULE 'F' ABOVE REFERRED TO**

**(Common Service Area)**  
**COMMON AREAS COMMON TO THE CO-OWNER**  
**PART - I**

1. Open and / or paths and passages.
2. Space / room for water pump with motor.
3. Staircase lobby and landing.
4. Ultimate Roof / Terrace of the building.
5. Lift.
6. Gymnasium.
7. Swimming pool.
8. Community Hall.
9. Generator.
10. Bus service and EV Charging point.

**COMMON INSTALLATION COMMON TO THE CO-OWNER**  
**PART - II**

1. Drains sewers, Septic tank, Overhead Water tank and pipes from the building to the panchayat duct.
2. Grills railing for staircase.
3. Water pump with motor and water distribution pipe (save those inside any unit).
4. Electrical installations and Electric meter place.
5. Electrical wiring fittings and other accessories for lighting the staircase lobby and other common areas.
6. Water sewerage evacuation pipes from the unit to drains and sewers common to the building.

**(Common Service Area)**  
**PART - III**

**1. MAINTAINENCE :** The **Purchaser** shall pay a some of **Rs. 2.50/-** + GST per sq.ft. should be calculated in consideration of his saleable area of **Flat** as maintenance charges. The said maintenance should be only in respect of common area of the project **SUNSHINE GREEN CITY** together with security charges and the electricity provided with in the said project.. The **Purchaser** shall pay to the **Developer** the maintenance charges of the said building within **7 (Seven) days** of every month till the formation of the Owner's Association. The Maintenance Charges shall become payable from the Possession Date. The Maintenance Authority / Owner's Association shall be entitled to revise and increase the Maintenance Charges from time to time and the **Purchaser** shall not be entitled to object therein.

**The above charge shall include:-**

- i. OPERATION :** All expenses for running and operating al machinery equipments and installations comprised in the common areas and installations including water pump with motor and including the costs or repairing renovating and replacing the same.
- ii. STAFF :** The salaries and all other expenses of the staff to be employed for the common purpose including their bonus and other emoluments and benefits.
- iii. ASSOCIATION :** Establishment and all other expenses of the Association including its formation office establishment and miscellaneous expenses.
- iv. RESERVES :** All creating of fund for replacement renovation and / or other periodic expenses.
- v. INSURANCE :** Insurance premium, if any, for insuring the building against any damage due to earthquake, fire, lightening, Civil commotion, etc.
- vi. OTHERS :** All other expenses and outgoings including litigation expenses as are incurred by the Owner and or the Association for the common purpose.

**(Common Restrictions)**  
**PART - IV**

1. The **Purchaser** cannot build any further storey over and above **G+4 Storied Flat**.

2. The exterior elevation, color and design of the newly constructed **Flat** can never be changed by the **Purchaser** without written permission of the **Developer / Society / Flat Owner's Association**.
3. The **Purchaser** will never use **their Flat** for **commercial purposes**.

**THE SCHEDULE 'G' ABOVE REFERRED TO**

**PAYMENT SCHEDULE**

**Part-I**

The consideration of the said residential **Flat** **alongwith Extra Development Charges and Advance maintenance deposit along with GST** is fixed and settled by the parties for a sum of **Rs. \_\_\_\_\_** **only** inclusive of Miscellaneous and GST which is to be paid by the **Purchaser** to the **Developer** on or before the execution of these presents.

**Additional Payments payable wholly by the Purchasers**

**Part-II**

**(a).** GST, contract tax, VAT, and any other tax, duty, levy or charge that may be applicable, imposed or charged, if any, in connection with construction or transfer of the said residential **Flat** in favour of the **Purchasers**. Any liability arising on account of Service Tax is to be collected by the **Owners / Developer** from the **Purchasers** and deposited with the competent authority thereof.

**(b).** Stamp duty, registration fee and all other taxes, levy, miscellaneous and other allied expenses relating to the Memorandum, the Deed of Conveyance and all other papers and documents that may be executed and / or registered relating to the said residential as also the additional stamp duty, additional registration fee, penalty, interest or any other levy, if any, that may be imposed or payable in this regard at any time.

**(c).** Charges levied by the **Owners / Developer** for any additional or extra work done including demolition or any additional amenity or facility provided or any change, additions, alternations or variation made in the said residential **Flat** including the costs, charges and expenses for revision of the Plans to the extent if relates to such charges, additions, alterations or variation as per the request and consent of the flat owners.

**(d).** SUCH other expenses including printing and stationary as also additional litigation expenses incurred in respect of any dispute with the Municipality, Corporation, Improvement Trust or any other legal authority or the government and with Insurance Company in relating to the same as deemed by the Vendors or the Committee entrusted with the management and upkeep of the said Building.

**(e).** The expenses of maintaining, repairing, replacing, redecorating etc. of the main structure and in particular the gutters and rain water pipes of the building water pipes, sewers line and electric wires in under or upon the building and enjoyed or used by the **Purchasers** in common with the vendor and other occupiers of the other flats and car parking spaces and main entrance, passages, landings and staircases, roof of the building as enjoyed by the **Purchasers** or used by **their** in common as aforesaid and the boundary walls of the building and compound etc. The cost of cleaning and lighting the passage, landing stair case and other parts of the building enjoyed or used by the **Purchasers** in common as aforesaid.

**(f).** The costs of maintaining and decorating the exterior of the building.

**(g).** The costs and expenses for running operations and maintaining water pump, electric motors etc.

**(h).** The salaries of the clerks, chowkidars, sweepers, mistry and caretakers etc.

**(i).** The costs of working and maintenance of other lights and services charges.

**(j).** The proportionate rates and outgoings in respect of the said residential **Flat** which is otherwise to be borne and paid by its owners.

**(k).** Maintenance of regular water supply to the flats.

**(l).** Security Deposit & Service charges for sanction of new and separate electric meter from WBSEB / CESC in the names of the **Purchasers**.

**All of the above expenses mentioned in the point no. (e) to (k) are included in the maintenance charges @ Rs. 2.50/- per sq.ft. salable area or as revised time to time as decided by the committee / association.**

**(m).** Formation of the Association for the Common Purpose.

**(n).** The **Developer** will buy an electric AC Bus for Project to Sector – V route after formation of the Project Owner’s Association but the **Purchaser** will have to pay all the maintenance and related costs of the said Bus.

**IN WITNESS WHEREOF** the Parties have hereunder set and subscribed their hands and seal on the day, month and year first above written.

**SIGNED, SEALED & DELIVERED**

By the **parties** at KOLKATA

-----  
Signature of the **OWNERS / VENDORS**

**JAMALUDDIN MOLLA**

**As constituted Power of Attorney Holder of M/S NEGUS SERVICES PRIVATE LIMITED & M/S  
WITHAL SERVICES PRIVATE LIMITED & MANOJ KUMAR BUDHIA**

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Signature of the **DEVELOPER**

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Signature of the **PURCHASERS**

**Read over, Explained, Drafted**  
**& Prepared By me as per documents and information supplied to me :-**

**Mr. Arnab Kumar Das, Advocate.**

District & Session Judges Court, Barasat, North 24 Parganas

**Phone No. : 8013745448**

**Enrolment no. F/2499/2382/2018**

**Witnesses**

**1.**

**2.**

Contd.....

## **Memo of consideration**

**NITU DEVELOPERS PRIVATE LIMITED**, a Private Limited Company, hereby received of and from the within named **Purchaser**, namely \_\_\_\_\_ within mentioned sum of **Rs.** \_\_\_\_\_ **only** inclusive of miscellaneous and Gst as full and final consideration as per Memo below :-

l. no.	Dated	Mode of Payment	Amount in Rupees		
			Base Price for Flat	GST (1%)	Total Amount Received (Rs.)
1.					
2.					
3.					
4.					
5.					
6.					
7.					
8.					
9.					
10.					
11.					
12.					
13.					
<b>AMOUNT RECEIVED FOR EXTRA DEVELOPMENT CHARGES (GST 18%)</b>					
1.					
2.					

Total : Rs. \_\_\_\_\_ **only** inclusive of EDC and Gst.

**SIGNED, SEALED & DELIVERED**  
**at KOLKATA In the presence of :-**

- 1.
- 2.

-----  
Signature of the **DEVELOPER**