

CONVEYANCE

1. **Date:**

2. **Place:** Kolkata

3. **Parties:**

3.1. **IN LAND MARK & CO** [PAN AAEFI5992H], a partnership firm having its office at Hatiara Paschimpara, Post Office Hatiara, Police Station Ecopark (formerly Newtown), Kolkata 700157, represented by its Partner, namely (1) **Sk. Nasir**, [PAN ADSPN1335N, Aadhaar No. 984958654168] son of Late Sk. Rashid, by faith Muslim, by occupation Business, residing at Hatiara Paschimpara, Post Office Hatiara, Police Station Ecopark (formerly Newtown), Kolkata 700157 and (2) **Rupsa Bibi**, [PAN AJLPB0681L and Aadhar No. 996066204499] wife of Sk. Nasir, by faith Muslim, by nationality Indian, by occupation Business, residing at Hatiara, Paschimpara, Post Office Hatiara, Police Station Eco-Park, Kolkata – 700157.

Sh No. 12



- 3.2. **NR CONSTRUCTIONS COMPANY [PAN AAKFN7573K]**, a partnership firm having its office at Hatiara Paschimpara, Post Office Hatiara, Police Station Ecopark (formerly Newtown), Kolkata 700157, represented by its Partner, namely (1) **Sk. Nasir**, [PAN ADSPN1335N, Aadhaar No. 984958654168] son of Late Sk. Rashid, by faith Muslim, by occupation Business, residing at Hatiara Paschimpara, Post Office Hatiara, Police Station Ecopark (formerly Newtown), Kolkata 700157 and (2) **Rupsa Bibi**, [PAN AJLPB0681L and Aadhaar No. 996066204499] wife of Sk. Nasir, by faith Muslim, by nationality Indian, by occupation Business, residing at Hatiara, Paschimpara, Post Office Hatiara, Police Station Eco-Park, Kolkata – 700157
- 3.3. **N R DEVELOPER COMPANY [PAN AAKFN7579D]**, a partnership firm having its office at Hatiara Paschimpara, Post Office Hatiara, Police Station Ecopark (formerly Newtown), Kolkata 700157, represented by its Partner, namely (1) **Sk. Nasir**, [PAN ADSPN1335N, Aadhaar No. 984958654168] son of Late Sk. Rashid, by faith Muslim, by occupation Business, residing at Hatiara Paschimpara, Post Office Hatiara, Police Station Ecopark (formerly Newtown), Kolkata 700157 and (2) **Rupsa Bibi**, [PAN AJLPB0681L and Aadhaar No. 996066204499] wife of Sk. Nasir, by faith Muslim, by nationality Indian, by occupation Business, residing at Hatiara, Paschimpara, Post Office Hatiara, Police Station Eco-Park, Kolkata – 700157
- 3.4. **N R GRIHA NIRMAN COMPANY [PAN AAKFN7580J]**, a partnership firm having its office at Hatiara Paschimpara, Post Office Hatiara, Police Station Ecopark (formerly Newtown), Kolkata 700157, represented by its Partner, namely (1) **Sk. Nasir**, [PAN ADSPN1335N, Aadhaar No. 984958654168] son of Late Sk. Rashid, by faith Muslim, by occupation Business, residing at Hatiara Paschimpara, Post Office Hatiara, Police Station Ecopark (formerly Newtown), Kolkata 700157 and (2) **Rupsa Bibi**, [PAN AJLPB0681L and Aadhaar No. 996066204499] wife of Sk. Nasir, by faith Muslim, by nationality Indian, by occupation Business, residing at Hatiara, Paschimpara, Post Office Hatiara, Police Station Eco-Park, Kolkata – 700157
- 3.5. **NEHA GRIHA NIRMAN COMPANY [PAN AAKFN7570L]**, a partnership firm having its office at Hatiara Paschimpara, Post Office Hatiara, Police Station Ecopark (formerly Newtown), Kolkata 700157, represented by its Partner, namely (1) **Sk. Nasir**, [PAN ADSPN1335N, Aadhaar No. 984958654168] son of Late Sk. Rashid, by faith Muslim, by occupation Business, residing at Hatiara Paschimpara, Post Office Hatiara, Police Station Ecopark (formerly Newtown), Kolkata 700157 and (2) **Rupsa Bibi**, [PAN AJLPB0681L and Aadhaar No. 996066204499] wife of Sk. Nasir, by faith Muslim, by nationality Indian, by occupation Business, residing at Hatiara, Paschimpara, Post Office Hatiara, Police Station Eco-Park, Kolkata – 700157

- 3.6. **NEHA HOMES & CO [PAN AAKFN7569F]**, a partnership firm having its office at Hatiara Paschimpara, Post Office Hatiara, Police Station Ecopark (formerly Newtown), Kolkata 700157, represented by its Partner, namely (1) **Sk. Nasir**, [PAN ADSPN1335N, Aadhaar No. 984958654168] son of Late Sk. Rashid, by faith Muslim, by occupation Business, residing at Hatiara Paschimpara, Post Office Hatiara, Police Station Ecopark (formerly Newtown), Kolkata 700157 and (2) **Rupsa Bibi**, [PAN AJLPB0681L and Aadhaar No. 996066204499] wife of Sk. Nasir, by faith Muslim, by nationality Indian, by occupation Business, residing at Hatiara, Paschimpara, Post Office Hatiara, Police Station Eco-Park, Kolkata – 700157
- 3.7. **RB DEVELOPMENT COMPANY [PAN AAQFR6763B]**, a partnership firm having its office at Hatiara Paschimpara, Post Office Hatiara, Police Station Ecopark (formerly Newtown), Kolkata 700157, represented by its Partner, namely (1) **Sk. Nasir**, [PAN ADSPN1335N, Aadhaar No. 984958654168] son of Late Sk. Rashid, by faith Muslim, by occupation Business, residing at Hatiara Paschimpara, Post Office Hatiara, Police Station Ecopark (formerly Newtown), Kolkata 700157 and (2) **Rupsa Bibi**, [PAN AJLPB0681L and Aadhaar No. 996066204499] wife of Sk. Nasir, by faith Muslim, by nationality Indian, by occupation Business, residing at Hatiara, Paschimpara, Post Office Hatiara, Police Station Eco-Park, Kolkata – 700157
- 3.8. **RB GROUPS AND CO [PAN AAQFR6754E]**, a partnership firm having its office at Hatiara Paschimpara, Post Office Hatiara, Police Station Ecopark (formerly Newtown), Kolkata 700157, represented by its Partner, namely (1) **Sk. Nasir**, [PAN ADSPN1335N, Aadhaar No. 984958654168] son of Late Sk. Rashid, by faith Muslim, by occupation Business, residing at Hatiara Paschimpara, Post Office Hatiara, Police Station Ecopark (formerly Newtown), Kolkata 700157 and (2) **Rupsa Bibi**, [PAN AJLPB0681L and Aadhaar No. 996066204499] wife of Sk. Nasir, by faith Muslim, by nationality Indian, by occupation Business, residing at Hatiara, Paschimpara, Post Office Hatiara, Police Station Eco-Park, Kolkata – 700157
- 3.9. **RB HOME MAKER AND CO [PAN AAQFR6772G]**, a partnership firm having its office at Hatiara Paschimpara, Post Office Hatiara, Police Station Ecopark (formerly Newtown), Kolkata 700157, represented by its Partner, namely (1) **Sk. Nasir**, [PAN ADSPN1335N, Aadhaar No. 984958654168] son of Late Sk. Rashid, by faith Muslim, by occupation Business, residing at Hatiara Paschimpara, Post Office Hatiara, Police Station Ecopark (formerly Newtown), Kolkata 700157 and (2) **Rupsa Bibi**, [PAN AJLPB0681L and Aadhaar No. 996066204499] wife of Sk. Nasir, by faith Muslim, by nationality Indian, by occupation Business, residing at Hatiara, Paschimpara, Post Office Hatiara, Police Station Eco-Park, Kolkata – 700157
- 3.10. **RB UDYOG COMPANY [PAN AAQFR6775B]**, a partnership firm having its office at Hatiara Paschimpara, Post Office Hatiara, Police Station Ecopark

- (formerly Newtown), Kolkata 700157, represented by its Partner, namely (1) **Sk. Nasir**, [PAN ADSPN1335N, Aadhaar No. 984958654168] son of Late Sk. Rashid, by faith Muslim, by occupation Business, residing at Hatiara Paschimpara, Post Office Hatiara, Police Station Ecopark (formerly Newtown), Kolkata 700157 and (2) **Rupsa Bibi**, [PAN AJLPB0681L and Aadhar No. 996066204499] wife of Sk. Nasir, by faith Muslim, by nationality Indian, by occupation Business, residing at Hatiara, Paschimpara, Post Office Hatiara, Police Station Eco-Park, Kolkata – 700157
- 3.11. **RN BUILDING AND CO [PAN AAQFR6774A]**, a partnership firm having its office at Hatiara Paschimpara, Post Office Hatiara, Police Station Ecopark (formerly Newtown), Kolkata 700157, represented by its Partner, namely (1) **Sk. Nasir**, [PAN ADSPN1335N, Aadhaar No. 984958654168] son of Late Sk. Rashid, by faith Muslim, by occupation Business, residing at Hatiara Paschimpara, Post Office Hatiara, Police Station Ecopark (formerly Newtown), Kolkata 700157 and (2) **Rupsa Bibi**, [PAN AJLPB0681L and Aadhar No. 996066204499] wife of Sk. Nasir, by faith Muslim, by nationality Indian, by occupation Business, residing at Hatiara, Paschimpara, Post Office Hatiara, Police Station Eco-Park, Kolkata – 700157
- 3.12. **SN REALCON AND CO [PAN ACNFS1665C]**, a partnership firm having its office at Hatiara Paschimpara, Post Office Hatiara, Police Station Ecopark (formerly Newtown), Kolkata 700157, represented by its Partner, namely (1) **Sk. Nasir**, [PAN ADSPN1335N, Aadhaar No. 984958654168] son of Late Sk. Rashid, by faith Muslim, by occupation Business, residing at Hatiara Paschimpara, Post Office Hatiara, Police Station Ecopark (formerly Newtown), Kolkata 700157 and (2) **Rupsa Bibi**, [PAN AJLPB0681L and Aadhar No. 996066204499] wife of Sk. Nasir, by faith Muslim, by nationality Indian, by occupation Business, residing at Hatiara, Paschimpara, Post Office Hatiara, Police Station Eco-Park, Kolkata – 700157
- 3.13. **IMRAN EMPIRE CO [PAN AAIFI8569A]**, a partnership firm having its office at Hatiara Paschimpara, Post Office Hatiara, Police Station Ecopark (formerly Newtown), Kolkata 700157, represented by its Partner, namely (1) **Sk. Nasir**, [PAN ADSPN1335N, Aadhaar No. 984958654168] son of Late Sk. Rashid, by faith Muslim, by occupation Business, residing at Hatiara Paschimpara, Post Office Hatiara, Police Station Ecopark (formerly Newtown), Kolkata 700157 and (2) **Rupsa Bibi**, [PAN AJLPB0681L and Aadhar No. 996066204499] wife of Sk. Nasir, by faith Muslim, by nationality Indian, by occupation Business, residing at Hatiara, Paschimpara, Post Office Hatiara, Police Station Eco-Park, Kolkata – 700157
- 3.14. **NR PROPERTIES & CO [PAN AASFN8965D]**, a partnership firm having its office at Hatiara Paschimpara, Post Office Hatiara, Police Station Ecopark (formerly Newtown), Kolkata 700157, represented by its Partner, namely (1) **Sk. Nasir**, [PAN ADSPN1335N, Aadhaar No. 984958654168] son of Late

Sk. Rashid, by faith Muslim, by occupation Business, residing at Hatiara Paschimpara, Post Office Hatiara, Police Station Ecopark (formerly Newtown), Kolkata 700157 and (2) **Rupsa Bibi**, [PAN AJLPB0681L and **Aadhar No.** 996066204499] wife of Sk. Nasir, by faith Muslim, by nationality Indian, by occupation Business, residing at Hatiara, Paschimpara, Post Office Hatiara, Police Station Eco-Park, Kolkata – 700157

- 3.15. **RB BUILDERS CO**[PAN ABDFR3595B], a partnership firm having its office at Hatiara Paschimpara, Post Office Hatiara, Police Station Ecopark (formerly Newtown), Kolkata 700157, represented by its Partner, namely (1) **Sk. Nasir**, [PAN ADSPN1335N, **Aadhaar No.** 984958654168] son of Late Sk. Rashid, by faith Muslim, by occupation Business, residing at Hatiara Paschimpara, Post Office Hatiara, Police Station Ecopark (formerly Newtown), Kolkata 700157 and (2) **Rupsa Bibi**, [PAN AJLPB0681L and **Aadhar No.** 996066204499] wife of Sk. Nasir, by faith Muslim, by nationality Indian, by occupation Business, residing at Hatiara, Paschimpara, Post Office Hatiara, Police Station Eco-Park, Kolkata – 700157
- 3.16. **S N REALESTATE CO** [PAN AELFS8611N], a partnership firm having its office at Hatiara Paschimpara, Post Office Hatiara, Police Station Ecopark (formerly Newtown), Kolkata 700157, represented by its Partner, namely (1) **Sk. Nasir**, [PAN ADSPN1335N, **Aadhaar No.** 984958654168] son of Late Sk. Rashid, by faith Muslim, by occupation Business, residing at Hatiara Paschimpara, Post Office Hatiara, Police Station Ecopark (formerly Newtown), Kolkata 700157 and (2) **Rupsa Bibi**, [PAN AJLPB0681L and **Aadhar No.** 996066204499] wife of Sk. Nasir, by faith Muslim, by nationality Indian, by occupation Business, residing at Hatiara, Paschimpara, Post Office Hatiara, Police Station Eco-Park, Kolkata – 700157
- 3.17. **S N UDYOG CO** [PAN AELFS8632M], a partnership firm having its office at Hatiara Paschimpara, Post Office Hatiara, Police Station Ecopark (formerly Newtown), Kolkata 700157, represented by its Partner, namely (1) **Sk. Nasir**, [PAN ADSPN1335N, **Aadhaar No.** 984958654168] son of Late Sk. Rashid, by faith Muslim, by occupation Business, residing at Hatiara Paschimpara, Post Office Hatiara, Police Station Ecopark (formerly Newtown), Kolkata 700157 and (2) **Rupsa Bibi**, [PAN AJLPB0681L and **Aadhar No.** 996066204499] wife of Sk. Nasir, by faith Muslim, by nationality Indian, by occupation Business, residing at Hatiara, Paschimpara, Post Office Hatiara, Police Station Eco-Park, Kolkata – 700157
- 3.18. **NEHA DREAM HOME CO** [PAN AASFN8967B], a partnership firm having its office at Hatiara Paschimpara, Post Office Hatiara, Police Station Ecopark (formerly Newtown), Kolkata 700157, represented by its Partner, namely (1) **Sk. Nasir**, [PAN ADSPN1335N, **Aadhaar No.** 984958654168] son of Late Sk. Rashid, by faith Muslim, by occupation Business, residing at Hatiara Paschimpara, Post Office Hatiara, Police Station Ecopark (formerly

Newtown), Kolkata 700157 and (2) Rupsa Bibi, [PAN AJLPB0681L and Aadhar No. 996066204499] wife of Sk. Nasir, by faith Muslim, by nationality Indian, by occupation Business, residing at Hatiara, Paschimpara, Post Office Hatiara, Police Station Eco-Park, Kolkata – 700157

- 3.19. **IMRAN GRIHA NIRMAN CO [PAN AAIFI8570R]**, a partnership firm having its office at Hatiara Paschimpara, Post Office Hatiara, Police Station Eco-park (formerly Newtown), Kolkata 700157, represented by its Partner, namely (1) **Sk. Nasir, [PAN ADSPN1335N, Aadhaar No. 984958654168]** son of Late Sk. Rashid, by faith Muslim, by occupation Business, residing at Hatiara Paschimpara, Post Office Hatiara, Police Station Eco-park (formerly Newtown), Kolkata 700157 and (2) **Rupsa Bibi, [PAN AJLPB0681L and Aadhar No. 996066204499]** wife of Sk. Nasir, by faith Muslim, by nationality Indian, by occupation Business, residing at Hatiara, Paschimpara, Post Office Hatiara, Police Station Eco-Park, Kolkata – 700157.
- 3.20. **IN HOME MAKERS & CO [PAN AAIFI8563L]**, a partnership firm having its office at Hatiara Paschimpara, Post Office Hatiara, Police Station Eco-park (formerly Newtown), Kolkata 700157, represented by its Partner, namely (1) **Sk. Nasir, [PAN ADSPN1335N, Aadhaar No. 984958654168]** son of Late Sk. Rashid, by faith Muslim, by occupation Business, residing at Hatiara Paschimpara, Post Office Hatiara, Police Station Eco-park (formerly Newtown), Kolkata 700157 and (2) **Rupsa Bibi, [PAN AJLPB0681L and Aadhar No. 996066204499]** wife of Sk. Nasir, by faith Muslim, by nationality Indian, by occupation Business, residing at Hatiara, Paschimpara, Post Office Hatiara, Police Station Eco-Park, Kolkata – 700157.
- 3.21. **Neha Udyog Co [PAN AASFN8952G]**, a partnership firm having its office at Hatiara Paschimpara, Post Office Hatiara, Police Station Eco-park (formerly Newtown), Kolkata 700157, represented by its Partner, namely (1) **Sk. Nasir, [PAN ADSPN1335N, Aadhaar No. 984958654168]** son of Late Sk. Rashid, by faith Muslim, by occupation Business, residing at Hatiara Paschimpara, Post Office Hatiara, Police Station Eco-park (formerly Newtown), Kolkata 700157 and (2) **Rupsa Bibi, [PAN AJLPB0681L and Aadhar No. 996066204499]** wife of Sk. Nasir, by faith Muslim, by nationality Indian, by occupation Business, residing at Hatiara, Paschimpara, Post Office Hatiara, Police Station Eco-Park, Kolkata – 700157.
(collectively **Owners**, includes successor-in-interest and assigns)

And

- 3.22. **Skyscraper Realtech Properties LLP [LLP Id No. ABC-1878] (having PAN AEUFS3190M)**, is incorporated under the pursuant to section 12(1) of the Limited Liability Partnership Act 2008 and having its registered office at Premises No. 04-0583, Plot No. AA-IIB/3296, Category-MIG-I, Action Area - IIB, Post Office Newtown, Police Station Eco-park, Kolkata-700161, District

North 24 Parganas, being represented by its Partners namely (1) **Shishir Gupta**, (having PAN AIHPG6508N, Aadhar No. 767657027873, Ph. No. 9830021172), son of Late Shree Bhagwan Gupta, by faith – Hindu, by nationality – Indian, by occupation – Business, residing at 30 Vidyasagar Street, Post Office – Amherst Street, Police Station – Amherst Street, Kolkata – 700 009, District – Kolkata and (2) **Sk Nasir** (having PAN ADSPN1335N, Aadhar No. 984958654168, Ph. No. 9830188509), son of Late Sk. Rashid, by faith – Muslim, by nationality – Indian, by occupation – Service, residing at Hatiara Paschimpara, Post Office – Hatiara, Police Station – Eco park (formerly Newtown), Kolkata – 700157, District – North 24 Parganas.
(Developer, includes successor-in-interest and assigns)

And

3.23 _____, son/daughter/wife of _____, by Faith – _____, by Nationality – _____, Occupation – _____, residing at _____, Post Office – _____, Police Station – _____, Pin – _____, State – _____. [PAN – _____, AADHAAR NO – _____, Mobile # _____]

3.24 _____, son/daughter/wife of _____, by Faith – _____, by Nationality – _____, Occupation – _____, residing at _____, Post Office – _____, Police Station – _____, Pin – _____, State – _____. [PAN – _____, AADHAAR NO – _____, Mobile # _____]
(Collectively **Buyer** includes successors-in-interest)

Owners and Developer collectively Sellers.

Owner, Developer and Buyers collectively Parties and individually Party.

NOW THIS CONVEYANCE WITNESSES AS FOLLOWS:

4. Subject Matter of Conveyance

- 4.1. **Said Flat:** Residential Flat No. _____, on the _____ floor, having carpet area measuring _____ (_____) square feet and super built-up area measuring _____ (_____) square feet, in the Block – _____ (**Said Block**), described in **Part-I** of the **6th Schedule** below (**Said Flat**), in the proposed complex named "**Astha**" (**Said Complex**) situated at in *Mouza* Jamalpara, J. L. No. 42, Police Station Rajarhat, Additional District Sub-Registrar Office Rajarhat, within Rajarhat Bishnupur 2 No. Gram Panchayat (RBGP-2), District North 24 Parganas, PIN 700135, morefully described in the **1st Schedule** below (**Said Premises**).

- 4.2. **Parking Space:** ___ (___) covered car parking space having cement floor, measuring about 135 (one hundred and thirty five) square feet, which includes the service area, in the ground floor of the Said Block/Said Complex, described in **Part-II** of the **6th Schedule** below (**Parking Space**).
- 4.3. **Land Share:** Undivided, impartible, proportionate and variable share in the land comprised in the Said Premises described in the **1st Schedule** below, underneath the Said Block/Said Complex as be attributable and appurtenant to the Said Flat and the Parking Space (if any) (**Land Share**). The Land Share is/shall be derived by taking into consideration the proportion which the covered area of the Said Flat bears to the total covered area of the Said Complex.
- 4.4. **Share In Common Portions:** Undivided, impartible, proportionate and variable share and/or interest in the common areas, amenities and facilities of the Said Block as is attributable to the Said Flat (**Share In Common Portions**), the said common areas, amenities and facilities being described in the **2nd Schedule** below (collectively **Common Portions**).
- 4.5. **Easement Rights:** Right of conditional easement of use (**Easement Rights**) on certain amenities and facilities such as roads, pathways, central drainage and sewage pipeline, internal roads and walkways, pond and fishing deck togetherwith landscaped green areas. The Said Flat, the Land Share, the Share In Common Portions and Easement Rights collectively described in **Part-III** of the **6th Schedule** below (collectively **Said Flat And Appurtenances**).

5. Background

- 5.1 **Ownership of Nishikanta Mondal:** Nishikanta Mondal (son of Pran Krishna Mondal) was the recorded owner of 1) *danga* land measuring 45 (forty five) decimal, comprised in CS Dag No. 785 corresponding to R.S. *Dag* No. 971 (**First Property**) and 2) *danga* land measuring 54 (fifty four) decimal, comprised in CS Dag No. 784 corresponding R.S. *Dag* No. 972 (**Second Property**) and 3) *danga* land measuring 10 (ten) decimal, comprised in CS Dag No. 783 corresponding R.S./L.R. *Dag* No. 973, (**Third Property**) and 4) demarcated *danga* land measuring 10 (ten) decimal, out of the total land measuring 20 (twenty) decimal, comprised in CS Dag No. 811 corresponding R.S. *Dag* No. 977 (**Fourth Property**) 5) *danga* land measuring 18 (eighteen) decimal, comprised in CS Dag No. 1608 corresponding R.S. *Dag* No. 1506, (**Fifth Property**), 6) *bagan* land measuring 29 (twenty nine) decimal, comprised in CS Dag No. 1610 corresponding R.S. *Dag* No. 1508, (**Sixth Property**), under *sabek* Khatian Nos. 126, 278, 356 corresponding to 325, all in *Mouza* Jamalpara, J. L. No. 42, Police Station Rajarhat, within Rajarhat

Bishnupur 2 No. Gram Panchayat (RBGP-2), District North 24 Parganas.
(Nishikanta Mondal's Property)

- 5.2 **Demise of Nishikanta Mondal:** Nishikanta Mondal (son of Pran Krishna Mondal), a Hindu governed by *Dayabhaga* School of Hindu Law, died *intestate*, leaving behind him surviving his wife Sarala Bala Mondal and 4 (four) sons, namely, Nilmani Mondal *alias* Nilmani Mandal (since demised), Palan Chandra Mandal *alias* Palan Chandra Mondal, Biswanath Mandal *alias* Biswanath Mondal and Bikash Mandal *alias* Bikash Mondal and 4(four) daughters namely Keshpati Nasskar (nee Mondal), Brihaspati Mondal, Basanti Chakraborty (nee Mondal) and Radharani Mondal (since demised), as his only legal heirs and successors (collectively **Legal Heirs of Nishikanta Mondal**), who jointly and in equal share inherited the entirety of the Nishikanta Mondal's Land.

Legal Heirs of Nishikanta Mondal	Share in RS/LR Dag No. 971	Share in RS/LR Dag No. 972	Share in RS/LR Dag No. 973	Share in RS/LR Dag No. 977	Share in RS/LR Dag No. 1506	Share in RS/LR Dag No. 1508
Sarala Bala Mondal	5.000	6.000	1.112	1.112	2.000	3.223
Nilmani Mondal <i>alias</i> Nilmani Mandal	5.000	6.000	1.111	1.111	2.000	3.223
Palan Chandra Mandal <i>alias</i> Palan Chandra Mondal	5.000	6.000	1.111	1.111	2.000	3.222
Biswanath Mandal <i>alias</i> Biswanath Mondal	5.000	6.000	1.111	1.111	2.000	3.222
Bikash Mandal <i>alias</i> Bikash Mondal	5.000	6.000	1.111	1.111	2.000	3.222
Keshpati Nasskar (nee Mondal)	5.000	6.000	1.111	1.111	2.000	3.222
Brihaspati Mondal	5.000	6.000	1.111	1.111	2.000	3.222
Radharani Mondal	5.000	6.000	1.111	1.111	2.000	3.222
Basanti Chakraborty (nee Mondal)	5.000	6.000	1.111	1.111	2.000	3.222

- 5.3 **Mutation:** Nilmani Mondal *alias* Nilmani Mandal (since demised), Palan Chandra Mandal *alias* Palan Chandra Mondal, Biswanath Mandal *alias* Biswanath Mondal and Bikash Mandal *alias* Bikash Mondal and Sarala Bala Mondal have mutated their names in respect of Nishikanta Mondal's Property, in the records of Land Reforms Settlement vide L. R. *Khatian* Nos. 460, 512, 552, 585, 858.

- 5.4 **Demise of Radharani Mondal:** Radharani Mondal (wife of Sushil Mondal), a Hindu governed by *Dayabhaga* School of Hindu Law, died *intestate* on 6th September, 1994 and subsequently Sushil Mondal (son of Late Kanailal Mondal), being the husband of Radharani Mondal, died *intestate* on 15th December, 1997, leaving behind their 3 (three) sons, namely, Suvankar Mondal, Samir Mondal and Swapan Mondal and 5 (five) daughters namely Anima Sapui, Sushama Mondal, Kajali Mondal *alias* Kajli Mondal, Anjali Das (nee Mondal) and Kakali Nag (nee Mondal), as theirs only legal heirs and heiress and successors, (collectively **Legal Heirs of Radharani Mondal**), who jointly and in equal share inherited the entirety share of the Radharani Mondal in the Nishikanta Mondal's Land.
- 5.5 **Demise of Sarala Bala Mondal:** Sarala Bala Mondal (wife of Late Nishikanta Mondal), a Hindu governed by *Dayabhaga* School of Hindu Law, died *intestate* on 05/12/2002, leaving behind her surviving her 4 (four) sons, namely, Nilmani Mondal *alias* Nilmani Mandal (since demised), Palan Chandra Mandal *alias* Palan Chandra Mondal, Biswanath Mandal *alias* Biswanath Mondal and Bikash Mandal *alias* Bikash Mondal and 4 (four) daughters namely Keshpati Nasskar (nee Mondal), Brihaspati Mondal, Basanti Chakraborty (nee Mondal) and the Legal Heirs of Radharani Mondal (since demised), as her only legal heirs and heiress and Successors (collectively **Legal Heirs of Sarala Bala Mondal**), who jointly and in equal share inherited the entirety share of the Sarala Bala Mondal in the Nishikanta Mondal's Land.

Legal Heirs of Sarala Bala Mondal	Share in RS/LR Dag No. 971	Share in RS/LR Dag No. 972	Share in RS/LR Dag No. 973	Share in RS/LR Dag No. 977	Share in RS/LR Dag No. 1506	Share in RS/LR Dag No. 1508
Nilmani Mondal <i>alias</i> Nilmani Mandal	0.625	0.750	0.139	0.139	0.250	0.403
Palan Chandra Mandal <i>alias</i> Palan Chandra Mondal	0.625	0.750	0.139	0.139	0.250	0.403
Biswanath Mandal <i>alias</i> Biswanath Mondal	0.625	0.750	0.139	0.139	0.250	0.403
Bikash Mandal <i>alias</i> Bikash Mondal	0.625	0.750	0.139	0.139	0.250	0.403
Keshpati Nasskar (nee Mondal)	0.625	0.750	0.139	0.139	0.250	0.403
Brihaspati Mondal	0.625	0.750	0.139	0.139	0.250	0.403
the Legal Heirs of Radharani Mondal	0.625	0.750	0.139	0.139	0.250	0.403
Basanti Chakraborty (nee Mondal)	0.625	0.750	0.139	0.139	0.250	0.403

- 5.6 **Gift by Keshpati Naskar (nee Mondal) and Brihaspati Mondal,:** By a registered Deed of Gift, dated 21st June, 2005, registered in the office of A.D.S.R. Bidhannagar, North 24 Parganas, in Book No-I, Volume No. 449, Pages 167 to 185, Being No. 07323 for the year 2005, Keshpati Naskar (nee Mondal) wife of Rati Kanta Naskar and Brihaspati Mondal wife of Shanti Mondal, jointly gifted and transferred their entire share of land inherited from Nishikanta Mondal's Land to Nilmani Mondal *alias* Nilmani Mandal, Biswanath Mandal *alias* Biswanath Mondal and Bikash Mandal *alias* Bikash Mondal, as love and affection towards their brothers mentioned therein.
- 5.7 **Sold by the Legal Heirs of Radharani Mondal:** By a registered Deed of Conveyance, dated 31st December, 2007, registered in the office of A.D.S.R. Bidhannagar, North 24 Parganas, in Book No-I, CD Volume No. 2, Pages 13619 to 13646, Being No. 01826 for the year 2008, Subhankar Mondal, Samir Mondal, Swapan Mondal, Anima Sapui, Sushama Mondal, Kajali Mondal, Anjali Das and Kakali Mondal being the Legal Heirs of Radharani Mondal, jointly sold conveyed and transferred their entire share of land in the Nishikanta Mondal's Land to Palan Chandra Mandal *alias* Palan Chandra Mondal, as consideration mentioned therein.
- 5.8 **Absolute Ownership:** In the aforesaid statuses, Palan Chandra Mondal and others owners have become the undisputed joint owners of the Nishikanta Mondal's Property, details as below-

Name of Owners	Share in RS/LR Dag No. 971	Share in RS/LR Dag No. 972	Share in RS/LR Dag No. 973	Share in RS/LR Dag No. 977	Share in RS/LR Dag No. 1506	Share in RS/LR Dag No. 1508	Total Area
Nilmani Mondal <i>alias</i> Nilmani Mandal	9.375	11.250	2.083	2.083	3.750	6.042	34.583
Palan Chandra Mandal <i>alias</i> Palan Chandra Mondal	0.625	13.500	2.500	2.500	4.500	7.250	41.500
Biswanath Mandal <i>alias</i> Biswanath Mondal	9.375	11.250	2.083	2.083	3.750	6.042	34.583
Bikash Mandal <i>alias</i> Bikash Mondal	9.375	11.250	2.083	2.083	3.750	6.042	34.583

Basanti Chakraborty (nee Mondal)	5.625	6.750	1.250	1.250	2.250	3.625	20.751
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- 5.9 **Demise of Nilmani Mondal *alias* Nilmani Mandal:** Nilmani Mondal *alias* Nilmani Mandal (son of Late Nishikanta Mondal), a Hindu governed by *Dayabhaga* School of Hindu Law, died intestate on 22nd November, 2015, leaving behind his surviving his wife Malati Mondal *alias* Malati Mandal and 5 (five) sons, namely, Gopinath Mondal, Dilip Mondal *alias* Dilip Kumar Mondal, Ashok Mandal, Sanjit Mondal and Ranjit Mondal, as his only legal heirs and successors (collectively Legal Heirs of **Nilmani Mondal *alias* Nilmani Mandal**), who jointly and in equal share inherited the entirety share of the Nilmani Mondal *alias* Nilmani Mandal, in the Nishikanta Mondal's Land. details as below-

Legal Heirs of Nilmani Mondal <i>alias</i> Nilmani Mandal	Share in RS/LR Dag No. 971	Share in RS/LR Dag No. 972	Share in RS/LR Dag No. 973	Share in RS/LR Dag No. 977	Share in RS/LR Dag No. 1506	Share in RS/LR Dag No. 1508	Total Area
	Malati Mondal	1.5625	1.875	0.3471		0.3471	
Gopinath Mondal	1.5625	1.875	0.3471	0.3471	0.625	1.007	5.764
Dilip Mondal <i>alias</i> Dilip Kumar Mondal	1.5625	1.875	0.3471	0.3471	0.625	1.007	5.764
Ashok Mondal	1.5625	1.875	0.3472	0.3472	0.625	1.007	5.764
Sanjit Mondal	1.5625	1.875	0.3472	0.3472	0.625	1.007	5.764
Ranjit Mondal	1.5625	1.875	0.3472	0.3472	0.625	1.007	5.764

- 5.10 **Sold by Dilip Mondal *alias* Dilip Kumar Mondal:** By a registered Deed of Conveyance, dated 30th May 2022, registered in the office of A.D.S.R. Rajarhat, North 24 Parganas, in Book No-I, Volume No. 1523-2022, Pages 376755 to 376782, Being No. 09019 for the year 2022, Dilip Mondal *alias* Dilip Kumar Mondal solely sold conveyed and transferred his entire share of land in the Nishikanta Mondal's Land to Asit Ghosh (the Vendor No. 3.9), as consideration mentioned therein.

- 5.11 **Declaration:** It is noted that Palan Chandra Mandal *alias* Palan Chandra Mondal and Bikash Mandal *alias* Bikash Mondal, Biswanath Mandal *alias* Biswanath Mondal, the Legal Heirs of Nilmani Mondal *alias* Nilmani Mandal and Asit Ghosh hereby declared that Basanti Chakraborty (nee Mondal) is also one co-owners of Nishikanta Mondal's Property and has right title and interest therein and her share of land, which included in the record of L. R. *Khatian* Nos. 512 (Palan Chandra Mondal), 858 (Sarala Bala Mondal). It is further declared that Palan Chandra Mandal *alias* Palan Chandra Mondal has agreed the above fact and has transfer his actual share by inheritances and

purchased; along with additional recorded share of land by this Conveyance, which is actual portion of Basanti Chakraborty (nee Mondal).

- 5.12 **Ownership of IN Land Mark & Co and Others:** By a Deed of Conveyance dated 20th June, 2022, registered in the Office of Additional District Sub Registrar Rajarhat, in Book No. I, Volume No. 1523-2022, at Pages 414859 to 414967, being Deed No. 152310155 for the year 2022, Palan Chandra Mandal alias Palan Chandra Mondal, Bikash Mandal alias Bikash Mondal, Biswanath Mandal alias Biswanath Mondal, Malati Mandal alias Malati Mondal, Gopinath Mondal, Sanjit Mondal, Ranjit Mondal, Ashoke Mandal alias Ashoke Mondal, Asit Ghosh and Basanti Chakraborty, jointly sold conveyed and transferred being **1) Danga** land measuring **45 (forty five) decimal**, comprised in **R.S./L.R. Dag No. 971**, recorded in L.R. *Khatian* Nos. 460, 512, 552, 585, 858 *Mouza* Jamalpara, J. L. No. 42, Police Station Rajarhat, Additional District Sub-Registrar Office Rajarhat, within Rajarhat Bishnupur 2 No. Gram Panchayat (RBGP-2), District North 24 Parganas (**First Property**) and **2) danga** land measuring **54 (fifty four) decimal**, comprised in **R.S./L.R. Dag No. 972**, recorded in L.R. *Khatian* Nos. 460, 512, 552, 585, 858 *Mouza* Jamalpara, J. L. No. 42, Police Station Rajarhat, Additional District Sub-Registrar Office Rajarhat, within Rajarhat Bishnupur 2 No. Gram Panchayat (RBGP-2), District North 24 Parganas (**Second Property**) and **3) danga** land measuring **10 (ten) decimal**, comprised in **R.S./L.R. Dag No. 973**, recorded in L.R. *Khatian* Nos. 460, 512, 552, 585, 858 *Mouza* Jamalpara, J. L. No. 42, Police Station Rajarhat, Additional District Sub-Registrar Office Rajarhat, within Rajarhat Bishnupur 2 No. Gram Panchayat (RBGP-2), District North 24 Parganas (**Third Property**) and **4) danga** land measuring **18 (eighteen) decimal**, comprised in **R.S./L.R. Dag No. 1506**, recorded in L.R. *Khatian* Nos. 460, 512, 552, 585, 858 *Mouza* Jamalpara, J. L. No. 42, Police Station Rajarhat, Additional District Sub-Registrar Office Rajarhat, within Rajarhat Bishnupur 2 No. Gram Panchayat (RBGP-2), District North 24 Parganas (**Fourth Property**), **5) bagan** land measuring **29 (twenty nine) decimal**, comprised in **R.S./L.R. Dag No. 1508**, recorded in L.R. *Khatian* Nos. 460, 512, 552, 585, 858 *Mouza* Jamalpara, J. L. No. 42, Police Station Rajarhat, Additional District Sub-Registrar Office Rajarhat, within Rajarhat Bishnupur 2 No. Gram Panchayat (RBGP-2), District North 24 Parganas (**Fifth Property**) the First Property, the Second Property, the Third Property, the Fourth Property and the Fifth Property totaling to **156 (one hundred fifty six) decimal and other plot of land** to IN Land Mark & Co and 16 Nos. other, for the consideration mentioned therein.
- 5.13 **Mutation:** IN Land Mark & Co, NR Constructions Company, N R Developer Company, N R Griha Nirman Company, Neha Griha Nirman Company, Neha Homes & Co, R B Development Company, R B Groups And Co, R B Home Maker And Co, RB Udyog Company, R N Building And Co, S N Realcon And Co, Imran Empire Co, N R Properties & Co, R B Builders Co, S N Realestate Co, S N Udyog Co, duly mutated its names as Owners in respect of their

purchased, in the records of the Land Revenue Settlement vide L.R. *Khatian* Nos. 4048, 4044, 4055, 4051, 4037, 4052, 4041, 4040, 4038, 4047, 4045, 4056, 4053, 4036, 4054, 4042, 4039, respectively.

- 5.14 **Ownership of Md. Raju and Rajesh Mohammad:** By a conveyance dated 2nd January, 2003, registered in the office of the Additional Dist. Sub Registrar Bidhannagar, in Book No. I, Volume No. 13, Page 87 to 96, Being No. 00245 for the year 2003, Md. Raju and Rajesh Mohammad, have jointly purchased the land measuring 22 (twenty two) decimal, comprised in R.S./L.R. *Dag* No. 1503, recorded in R.S. *Khatian* No. 582, L.R. *Khatian* Nos. 106, 623, in *Mouza* Jamalpara, J. L. No. 42, Police Station Rajarhat, Additional District Sub-Registrar Office Rajarhat, within Rajarhat Bishnupur 2 No. Gram Panchayat (RBGP-2), District North 24 Parganas, from Ahammad Ali Molla (son og Late Elai Box Molla) and Majida Bibi (wife to Ahammad Ali Molla), by a consideration mentioning therein.
- 5.15 **Mutation:** Md. Raju and Rajesh Mohammad, mutated their names in the records of Land Revenue Settlement in respect of above Purchased Property, vide L.R. *Khatian* Nos. 1985, 1986, respectively.
- 5.16 **Sold by Md. Raju and Rajesh Mohammad:** By a conveyance dated 18th October 2012, registered in the office of the Additional Dist. Sub Registrar Bidhannagar, in Book No. I, CD Volume No. 18, Page 13030 to 13051, Being No. 13272 for the year 2012, Md. Raju and Rajesh Mohammad, have jointly sold conveyed and transferred their above mentioned recorded land, i.e. land measuring 22 (twenty two) decimal, comprised in R.S./L.R. *Dag* No. 1503, recorded in L.R. *Khatian* Nos. 1985, 1986, in *Mouza* Jamalpara, J. L. No. 42, Police Station Rajarhat, Additional District Sub-Registrar Office Rajarhat, within Rajarhat Bishnupur 2 No. Gram Panchayat (RBGP-2), District North 24 Parganas, to **Shiva Vinicom Private Limited**, by a consideration mentioning therein
- 5.17 **Mutation:** Shiva Vinicom Private Limited, mutated its name in the records of Land Revenue Settlement in respect of its Purchased Property, vide L.R. *Khatian* No. 2224, being share of 0.4999 out of total land measuring 44 decimal and has been paying the *khazna* regularly. (**1st Part Sixth Property**).
- 5.18 **Ownership of Neha Dream Home Co and others:** By a Deed of Conveyance dated 2nd June, 2022, registered in the Office of Additional District Sub Registrar Rajarhat, in Book No. I, Volume No. 1523-2022, at Pages 384983 to 385011, being Deed No. 152309305 for the year 2022, Shiva Vinicom Private Limited sold conveyed and transferred being land measuring 22 (twenty two) decimal, comprised in R.S./L.R. *Dag* No. 1503, recorded in L.R. *Khatian* No. 2224, *Mouza* Jamalpara, J. L. No. 42, Police Station Rajarhat, Additional District Sub-Registrar Office Rajarhat, within Rajarhat Bishnupur 2 No. Gram Panchayat (RBGP-2), District North 24

Parganas (**1st Part Sixth Property**) to Neha Dream Home Co and 2 others, for the consideration mentioned therein.

- 5.19 **Mutation:** Neha Dream Home Co, Imran Griha Nirman Co, IN Home Makers & Co, duly mutated its names as Ownersin respect of their purchased, in the records of the Land Revenue Settlement vide L.R. *Khatian* Nos. 4079, 4080, 4081.
- 5.20 **First Ownership of Pradip Mondal:** By a registered Deed of Conveyance, dated 18th January, 2022, registered in the office of A.D.S.R. Rajarhat, North 24 Parganas, in Book No-I, Volume No. 1523-2022, Pages 41668 to 41691, Being No. 152300853 for the year 2022, Alfa Molla *alias* Alfa Uddin Molla, Ansar Ali Molla *alias* Anchar Uddin Molla, Manu Molla, Ikbaru Uddin Molla *alias* Ikbaru Molla, Ranu Bibi, jointly sold conveyed and transferred their entire share of land measuring 1.250 decimal, comprised in R.S./L.R. *Dag* No. 1503, recorded in L.R. *Khatian* No. 342, *Mouza* Jamalpara, J. L. No. 42, Police Station Rajarhat, Additional District Sub-Registrar Office Rajarhat, within Rajarhat Bishnupur 2 No. Gram Panchayat (RBGP-2), District North 24 Parganas to Pradip Mondal, as consideration mentioned therein.
- 5.21 **Second Ownership of Pradip Mondal:** By a registered Deed of Conveyance, dated 21st January, 2022, registered in the office of A.D.S.R. Rajarhat, North 24 Parganas, in Book No-I, Volume No. 1523-2022, Pages 52974 to 52993, Being No. 152301125 for the year 2022, Sabed Ali Molla sold conveyed and transferred his entire share of land measuring 1.92 decimal, comprised in R.S./L.R. *Dag* No. 1503, recorded in L.R. *Khatian* Nos. 3434, 169, *Mouza* Jamalpara, J. L. No. 42, Police Station Rajarhat, Additional District Sub-Registrar Office Rajarhat, within Rajarhat Bishnupur 2 No. Gram Panchayat (RBGP-2), District North 24 Parganas to Pradip Mondal, as consideration mentioned therein. (**Second Part of Said Property**)
- 5.22 **Third Ownership of Pradip Mondal:** By a registered Deed of Conveyance, dated 24th January, 2022, registered in the office of A.D.S.R. Rajarhat, North 24 Parganas, in Book No-I, Volume No. 1523-2022, Pages 58634 to 58668, Being No. 152301265 for the year 2022, Salim Pappana, Sahida Bibi, Salim Sarfaraj Molla, Salim Intehaj, Beauty Yeasmin Bibi *alias* Beauty Yeasmin, Loveli Bibi *alias* Loveli Yeasmin, Ujala Bibi, Mohasin Molla jointly sold conveyed and transferred their entire share of land measuring 1.884 decimal, comprised in R.S./L.R. *Dag* No. 1503, recorded in L.R. *Khatian* Nos. 288, 129, 3262, *Mouza* Jamalpara, J. L. No. 42, Police Station Rajarhat, Additional District Sub-Registrar Office Rajarhat, within Rajarhat Bishnupur 2 No. Gram Panchayat (RBGP-2), District North 24 Parganas to Pradip Mondal, as consideration mentioned therein.
- 5.23 **Absolute Ownership of Said Property:** In the aforesaid statuses, the Vendor has become the undisputed owner of land measuring **4.929 (four point nine**

two nine) decimal, comprised in **R.S./L.R. Dag No. 1503**, recorded in L.R. *Khatian* Nos. 129, 288, 342, 3262, 3434 and 169 *Mouza* Jamalpara, J. L. No. 42, Police Station Rajarhat, Additional District Sub-Registrar Office Rajarhat, within Rajarhat Bishnupur 2 No. Gram Panchayat (RBGP-2), District North 24 Parganas, being the Said Property and which is Subject Matter of Conveyance. (**2nd Part Sixth Property**)

- 5.23 **Ownership of Neha Udyog Co:** By a Deed of Conveyance dated 2nd June, 2022, registered in the Office of Additional District Sub Registrar Rajarhat, in Book No. I, Volume No. 1523-2022, at Pages 384864 to 384884, being Deed No. 152309301 for the year 2022, Pradip Mondal sold conveyed and transferred being land measuring **4.929 (four point nine two nine) decimal**, comprised in **R.S./L.R. Dag No. 1503**, recorded in L.R. *Khatian* Nos. 129, 288, 342, 3262, 3434 and 169, *Mouza* Jamalpara, J. L. No. 42, Police Station Rajarhat, Additional District Sub-Registrar Office Rajarhat, within Rajarhat Bishnupur 2 No. Gram Panchayat (RBGP-2), District North 24 Parganas (**2nd Part Sixth Property**) to Neha Udyog Co, for the consideration mentioned therein.
- 5.24 **Mutation:** Neha Udyog Co, duly mutated its names as owner in respect of its purchased land, in the records of the Land Revenue Settlement vide L.R. *Khatian* No. 4075.
- 5.25 **Absolute Ownership of the Owners:** In the above mentioned circumstance, the Owners have become the absolute joint owners of the Said Premises.
- 5.26 **Development Agreements:** With the intention of developing and commercially exploiting its land by constructing Said Complex thereon and selling the Units and other covered and open spaces therein (Units), the Owner, by virtue of a registered Development Agreement dated 25th February 2021, registered in the Office of the Additional District Sub-Registrar, Rajarhat, recorded in Book No. I, Volume No. 1523-2021, Pages 117765 to 117812, being Deed No. 152302858 for the year 2021 (**Development Agreement**) has appointed the Developer, who is a well-known developer, to develop their land.
- 5.27 **Power of Attorney:** By a registered Power of Attorney dated 25th February 2021, registered in the Office of the Additional District Sub-Registrar, Rajarhat, recorded in Book No. I, Volume No. 1523-2021, Page 117664 to 117691, being Deed No. 152302862 for the year 2021 (**Power of Attorney**), the Owners have appointed Skyscraper Realtech Properties LLP being represented by its Partners namely Shishir Gupta and Sk Nasir, as their lawful attorney and empowered them to do all acts, things and deeds in relation to develop the entire land by constructing the Said Complex and to sell various saleable areas comprised in the Said Block/Said Complex and to execute this Conveyance on their behalf.

- 5.1. **Sanctioned Plans:** The Developer has got a building plan by the Executive Officer, North 24 Parganas, Zilla Parishad, vide memo no. 944/(N)ZP, dated 15/02/2023 and said building plan Sanctioned and Approved by the Executive Officer, Rajarhat Panchayat Samiti, vide memo no. 201/RPS, dated 27/02/2023 for construction of the Said Project (**Plans**, which includes all sanctioned/permmissible modifications made thereto, if any, from time to time).
- 5.2. **Said Scheme:** For selling the Flats comprised in the Developer's Allocation, the Developer has adopted a scheme (**Said Scheme**). The Said Scheme is based on the legal premises that (1) the land contained in the Said Premises is owned by the Owners and hence Land Shares therein must be transferred by the Owners, (2) such transfer by the Owners is in consideration from the Developer bearing all costs for the construction of the Owners' share (3) consequently, prospective purchasers (**Intending Buyers**) are nominee of the Developer and would have to pay all consideration for the Land Shares to the Developer and not the Owners, (4) the Flats comprised in the Developer's Allocation belong to the Developer as they have been constructed by the Developer at the Developer's own cost and hence they shall be transferred by the Developer, (5) to give perfect title to the Intending Buyers, the Owners and the Developer should jointly enter into agreement with the Intending Buyers where under the Owners (accepting the Intending Buyers to be nominees of the Developer) would agree to sell Land Shares to the Intending Buyers and the Developer would agree to sell Flats comprised in the Developer's Allocation to the Intending Buyers and (6) the consolidated consideration payable by the Intending Buyers (for the Flats and the Land Shares) should be received entirely by the Developer, as self and on behalf of the Owners and the Owners will get share of the Realizations as per the teams and condition.
- 5.3. **Commencement of Construction:** The Developer commenced construction of the Said Complex on the Said Premises and announced sale of flats comprised in the Said Complex.
- 5.4. **Application and Allotment to Buyers:** The Buyers, upon full satisfaction of the Sellers' title, applied for allotment of the Said Flat And Appurtenances, described in **Part III** of the **6th Schedule** below, which is comprised in the Developer's Allocation, and the Sellers allotted the same to the Buyers who in due course entered into an Sale Agreement dated _____ (**Said Agreement**) for purchase of the Said Flat And Appurtenances, on the terms and conditions contained therein.
- 5.5. **Construction of Said Building:** The Developer has completed construction of the Said Block in the Said Complex.

- 5.6. **Conveyance to Buyers:** In furtherance of the above, the Sellers are completing the sale of the Said Flat And Appurtenances in favor of the Buyers, by these presents, on the terms and conditions contained herein.
- 5.7. **Acceptance of Conditions Precedent:** Notwithstanding anything contained in the Said Agreement, the Buyers confirm that the Buyers have accepted and agreed that the following is and shall be the conditions precedent to this Conveyance:
- 5.7.1. **Understanding of Scheme by Buyers:** The undertakings and covenants of the Buyers that the Buyers have understood and accepted the under mentioned scheme of development of the Sellers:
- a) **Development of Said Premises:** The Sellers intend to develop the entirety of the Said Premises in due course and the Buyers hereby accept the same and shall not, under any circumstances, raise any objection or hindrance thereto.
- b) **Extent of Ownership:** The ownership rights of the Buyers are limited to the Said Flat, the Parking Space, if any, the Land Share and the Common Portions and the Buyers hereby accept the same and under no circumstances, shall be entitled to raise any objection.
- c) **Common Portions Subject to Change:** The Common Portions shall always be and remain subject to change and modification, as be deemed fit and necessary by the Sellers, to accommodate their future plans regarding the Said Premises and the Buyers hereby accepts the same and the Buyers shall not, under any circumstances, raise any objection or hindrance thereto.
- 5.7.2. **Satisfaction of Buyers:** The undertaking of the Buyers to the Sellers that the Buyers are acquainted with, fully aware of and is thoroughly satisfied about the title of the Sellers, the Sanctioned Plans, all the background papers, the right of the Sellers to grant this Conveyance, the scheme of development described above and the extent of the rights being granted in favour of the Buyers and the negative covenants mentioned above and elsewhere in this Conveyance and the Buyers hereby accept the same and shall not raise any objection with regard thereto.
- 5.7.3. **Rights Confined to Said Flat And Appurtenances:** The undertaking of the Buyers to the Sellers that the right, title and interest of the Buyers are confined only to the Said Flat And Appurtenances and the Sellers are entitled to deal with and dispose off all other portions of the Said Premises, the Said Block and the Said Complex to third parties at the sole discretion of the Sellers, which the Buyers hereby accept and to which the Buyers, under no circumstances, shall be entitled to raise any objection.

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

6. Transfer

- 6.1. **Hereby Made:** The Sellers hereby sell, convey and transfer to and unto the Buyers, absolutely and forever, free from all encumbrances of any and every nature whatsoever, the Said Flat And Appurtenances described in **Part-III** of the **6th Schedule** below, being :
- 6.1.1. **Said Flat:** Residential Flat No. _____, on the _____ floor, having carpet area measuring _____ (_____) square feet and super built-up area measuring _____ (_____) square feet, in the Block – _____ (**Said Block**), described in **Part-I** of the **6th Schedule** below (**Said Flat**), in the proposed complex named "**Astha**" (**Said Complex**) situated at in *Mouza Jamalpara, J. L. No. 42, Police Station Rajarhat, Additional District Sub-Registrar Office Rajarhat, within Rajarhat Bishnupur 2 No. Gram Panchayat (RBGP-2), District North 24 Parganas, PIN 700135*, morefully described in the **1st Schedule** below (**Said Premises**).
- 6.1.2. **Parking Space:** 1 (one) covered car parking space having cement floor, measuring about 135 (one hundred and thirty five) square feet, which includes the service area and driveways, in the ground floor of the Said Block/Said Complex, described in **Part-II** of the **6th Schedule** below (**Parking Space**).

- 6.1.3. **Land Share:** The Land Share, being undivided, impartible, proportionate and variable share in the land comprised in the Said Premises described in the **1st Schedule** below, underneath the Said Block/Said Complex as be attributable and appurtenant to the Said Flat.
- 6.1.4. **Share In Common Portions:** The Share In Common Portions, being undivided, impartible, proportionate and variable share and/or interest in the common areas, amenities and facilities of the Said Complex as is attributable to the Said Flat, the said common areas, amenities and facilities being described in the **2nd Schedule** below, as be attributable and appurtenant to the Said Flat.
- 6.1.5. **Easement Rights:** Right of conditional easement of use on certain amenities and facilities such as roads, pathways, central drainage and sewage pipeline, internal roads and walkways, pond and fishing deck together with landscaped green areas.

7. Total Consideration

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

8. Terms of Transfer

8.1. Conditions Precedent

- 8.1.1. **Title, Plan and Construction:** The Buyers have examined or caused to be examined the following and the Buyers are fully satisfied about the same and shall not be entitled to and covenants not to raise any requisition, query, clarification or objection regarding the same and also further waive the right, if any, to do so:
- a) The right title and interest of the Sellers in respect of the Said Premises, the Said Block, the Said Complex and the Said Flat And Appurtenances;
 - b) The Plans sanctioned by the *Executive Officer, Rajarhat Panchayat Samiti*;
 - c) The construction and completion of the Said Complex, the Common Portions and the Said Flat including the quality, specifications, materials, workmanship and structural stability thereof.

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

(collectively **Easements And Quasi-easements**), described in the **4th Schedule** below.

- 8.3.4. **Observance of Covenants:** The Buyers observing, performing and accepting the stipulations, regulations and covenants (collectively **Covenants**), described in the **5th Schedule** below.
- 8.3.5. **Indemnification by Buyers:** Indemnification by the Buyers about the Buyers faithfully and punctually observing and performing all covenants, stipulations and obligations required to be performed by the Buyers hereunder. The Buyers agree to keep indemnified the Sellers and/or their successors-in-interest, of from and against any losses, damages, costs, charges and expenses which may be suffered by the Sellers and/or their successors-in-interest by reason of any default of the Buyers.

9. Possession

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

10. Outgoings

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

11. Holding Possession

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

12. Further Acts

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

13. Further Construction

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

14. General

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

15. Interpretation

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

**1st Schedule
(Said Premises)**

Divided and demarcated **1) Danga** land measuring **45 (forty five) decimal**, comprised in **R.S./L.R. Dag No. 971**, recorded in L.R. *Khatian* Nos. 4048, 4044, 4055, 4051, 4037, 4052, 4041, 4040, 4038, 4047, 4045, 4056, 4053, 4036, 4054, 4042, 4039, *Mouza* Jamalpara, J. L. No. 42, Police Station Rajarhat, Additional District Sub-Registrar Office Rajarhat, within Rajarhat Bishnupur 2 No. Gram Panchayat (RBGP-2), District North 24 Parganas **(First Property)** and **2) danga** land measuring **54 (fifty four) decimal**, comprised in **R.S./L.R. Dag No. 972**, recorded in L.R. *Khatian* Nos. 4048, 4044, 4055, 4051, 4037, 4052, 4041, 4040, 4038, 4047, 4045, 4056, 4053, 4036, 4054, 4042, 4039, *Mouza* Jamalpara, J. L. No. 42, Police Station Rajarhat, Additional District Sub-Registrar Office Rajarhat, within Rajarhat Bishnupur 2 No. Gram Panchayat (RBGP-2), District North 24 Parganas **(Second Property)** and **3) danga** land measuring **10 (ten) decimal**, comprised in **R.S./L.R. Dag No. 973**, recorded in L.R. *Khatian* Nos. 4048, 4044, 4055, 4051, 4037, 4052, 4041, 4040, 4038, 4047, 4045, 4056, 4053, 4036, 4054, 4042, 4039, *Mouza* Jamalpara, J. L. No. 42, Police Station Rajarhat, Additional District Sub-Registrar Office Rajarhat, within Rajarhat Bishnupur 2 No. Gram Panchayat (RBGP-2), District North 24 Parganas **(Third Property)** and **4) danga** land measuring **18 (eighteen) decimal**, comprised in **R.S./L.R. Dag No. 1506**, recorded in L.R. *Khatian* Nos. 4048, 4044, 4055, 4051, 4037, 4052, 4041, 4040, 4038, 4047, 4045, 4056, 4053, 4036, 4054, 4042, 4039, *Mouza* Jamalpara, J. L. No. 42, Police Station Rajarhat, Additional District Sub-Registrar Office Rajarhat, within Rajarhat Bishnupur 2 No. Gram Panchayat (RBGP-2), District North 24 Parganas **(Fourth Property)** and **5) bagan** land measuring **29 (twenty nine) decimal**, comprised in **R.S./L.R. Dag No. 1508**, recorded in L.R. *Khatian* Nos. 4048, 4044, 4055, 4051, 4037, 4052, 4041, 4040, 4038, 4047, 4045,

4056, 4053, 4036, 4054, 4042, 4039 Mouza Jamalpara, J. L. No. 42, Police Station Rajarhat, Additional District Sub-Registrar Office Rajarhat, within Rajarhat Bishnupur 2 No. Gram Panchayat (RBGP-2), District North 24 Parganas (**Fifth Property**), 6) *bagan* land measuring **26 (twenty six) decimal**, comprised in **R.S./L.R. Dag No. 1503**, recorded in L.R. *Khatian* Nos. 4079, 4080, 4081, 4075, Mouza Jamalpara, J. L. No. 42, Police Station Rajarhat, Additional District Sub-Registrar Office Rajarhat, within Rajarhat Bishnupur 2 No. Gram Panchayat (RBGP-2), District North 24 Parganas (**Sixth Property**); the First Property, the Second Property, the Third Property, the Fourth Property, the Fifth Property and the Sixth Property, totaling to **182 (one hundred eighty two) decimal** and butted and bounded as follows:

Butted and bounded of Said Property

On the North	:	RS/LR Dag Nos. 975, 977.
On the East	:	RS/LR Dag Nos. 978, 979, 1507, 1513, 1503
On the South	:	80 Feet wide PWD Road and RS/LR Dag Nos. 1503, 1505, 1509.
On the West	:	RS/LR Dag Nos. 949, 968, 970, 1502.

Together with all easement rights and all other rights, appurtenances and inheritances for access and user and all title, benefits, easements, authorities, claims, demands, usufructs and tangible and intangible rights of howsoever or whatsoever nature of the Owners in the Said Property.

**2nd Schedule
Part I
(Common Portions)**

- Lobby at the ground level of the
- Lobbies on all floors and

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

Part II
(Said Complex Common Portions)

- | | |
|--|--|
| <ul style="list-style-type: none"> • Boundary walls and main gate • Internal roads and walkways • Landscape Garden • Gym | <ul style="list-style-type: none"> • Community Hall • Common Meter Room • Swimming Pool • Water filtration |
|--|--|

3rd Schedule
(Common Expenses/Maintenance Charges)

1. **Common Utilities:** All charges and deposits for supply, operation and maintenance of common utilities.
2. **Electricity:** All charges for the electricity consumed for the operation of the common machinery and equipment of the Said Block/Said Complex.
3. **Association:** Establishment and all other capital and operational expenses of the Association.

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

4th Schedule (Easements and Quasi-easements)

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

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

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

5th Schedule (Covenants)

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

1. **Buyers Aware of and Satisfied with Said Complex and Construction:** The Buyers admit and accept that the Buyers, upon full satisfaction and with complete knowledge of the Common Portions, specifications and all other ancillary matters, is purchasing the Said Flat And Appurtenances. The Buyers have examined and are acquainted with the Said Complex to the extent already constructed and to be further constructed and has agreed that the Buyers shall neither have nor shall

claim any right over any portion of the Said Complex and the Said Premises save and except the Said Flat And Appurtenances.

- 2. Buyers to pay Taxes and Common Expenses/Maintenance Charges:** The Buyers admit and accept that the Buyers shall pay *Panchayat* and other taxes (proportionately for the Said Complex and wholly for the Said Flat And Appurtenances), from the Date Of Possession and until the Said Flat And Appurtenances is separately mutated and assessed in favor of the Buyers, on the basis of the bills to be raised by the Sellers' appointed service provider Company or Body/Sellers/Association, such bills being conclusive proof of the liability of the Buyers in respect thereof. The Buyers also admit and accept that the Buyers shall have mutation completed at the earliest. The Buyers further admit and accept that the Buyers shall pay proportionate share of the Common Expenses/Maintenance Charges of the Said Complex as indicated above, on the basis of the bills as raised by the Sellers' appointed service provider Company or Body/Sellers/Association, as the case may be, without claiming any deduction or abatement in any manner or on any account, from the Date Of Possession. The Common Expenses/Maintenance Charges shall be subject to variation from time to time, at the sole discretion of the Sellers' appointed service provider Company or Body/Sellers/Association. In the event of the Sellers being made liable for payment of any tax (excepting Income Tax), duly levy or any other liability under any statute or law for the time being in force or enforced in future if the Sellers are advised by their consultant that the Sellers are liable or shall be liable for payment of any such tax, duty, levy or other liability on account of the Sellers having agreed to perform the obligations, the Buyers shall be made liable to pay all such tax, duty, levy or other liability and hereby agrees to indemnify and keep the Sellers saved, harmless and indemnified against all actions, suits, proceedings, costs, charges and expenses in respect thereof.
- 3. Buyers to Pay Interest for Delay and/or Default:** The Buyers admit and accept that the Buyers shall pay, without raising any objection in any manner whatsoever and without claiming any deduction or abatement whatsoever, all bills raised by the Sellers' appointed service provider Company or Body/Sellers/Association, within 7 (seven) days of presentation thereof, failing which the Buyers shall pay interest @ 18% (eighteen percent) per annum, compoundable monthly, to the Sellers' appointed service provider Company or Body/Sellers/Association, such interest running till such payment is made. The Buyers also admit and accept that in the event such bills remain outstanding for more than 2 (two) months, the Sellers' appointed service provider Company or Body/Sellers/Association shall be entitled to discontinue all the common facilities, amenities and services to the Buyers.

4. **Sellers' Charge/Lien:** The Buyers admit and accept that the Sellers shall have the first charge and/or lien over the Said Flat And Appurtenances for all amounts remaining outstanding from the Buyers.
5. **No Obstruction by Buyers to Further Construction:** The Sellers are entitled to construct further floors on and above the top roof of the Said Block and/or to make other constructions elsewhere in the Said Premises and the Buyers shall not obstruct or object to the same. The Buyers also admit and accept that the Sellers and/or employees and/or agents and/or contractors of the Sellers shall be entitled to use and utilize the Common Portions for movement of building materials and for other purposes and the Buyers shall not raise any objection in any manner whatsoever with regard thereto.
6. **No Rights of or Obstruction by Buyers:** The Buyers admit and accept that all open areas in the Said Complex including all open car parking spaces which are not required for ingress and egress from and to the Said Flat, do not form part of the Common Portions in terms of this Agreement and the Sellers shall have absolute right to sell, transfer and/or otherwise dispose off the same or any part thereof.
7. **Variable Nature of Share In Common Portions:** (1) the Buyers fully comprehends and accepts that the Share In Common Portions is a notional proportion that the Said Flat bears to the currently proposed area of the Said Block and the Said Complex (2) the Buyers fully comprehends and accepts that if the area of the Said Block and the Said Complex is increased/recomputed by the Sellers or if the Sellers integrate/add (notionally or actually) adjacent lands and premises to the Said Premises and the Said Complex (which the Sellers shall have full right to do and which right is hereby unconditionally accepted by the Buyers), then the Share In Common Portions shall vary accordingly and proportionately (3) the Buyers shall not question any variation (including diminution) of the Share In Common Portions as decided by the Sellers (4) the Buyers shall not demand any refund of the Total Consideration paid by the Buyers on ground of or by reason of any variation of the Share In Common Portions and (5) the Buyers fully comprehends and accepts that the Share In Common Portions is not divisible and partible. The Buyers shall accept (without demur) the proportionate share with regard to various matters, as be determined at the absolute discretion of the Sellers.
8. **Buyers to Participate in Formation of Association:** The Buyers admit and accept that the Buyers and other Buyers/s of the flat/s shall form the Association and the Buyers shall become a member thereof. The Buyers shall bear and pay the proportionate costs of formation and the expenses of the Association and shall pay for, acquire and hold membership with

voting rights and in this regard the Buyers shall sign, execute and deliver necessary applications and all other papers, declarations and documents as may be required. Upon formation of the Association, all rights and obligations with regard to maintenance and the residue then remaining of the deposits, if any, made by the Buyers, after adjustment of all amounts then remaining due and payable, shall be transferred to the Association. The deposits shall thereafter be held by the Association in the account of the Buyers, for the respective purposes thereof.

9. **Use of Common Passage:** The Buyers admit and accept that use of common passage in the Said Premises/Said Complex is common for ingress and egress for persons & materials connected with the construction and maintenance and other flat owners of the Said Complex and any other adjacent property and/or projects of the Sellers and the Buyers hereby declares and undertakes not to raise any objection of any and every nature in this regard.
10. **Obligations of the Buyers:** With effect from the Date Of Possession, the Buyers shall:
 - 10.1. **Co-operate in Management and Maintenance:** co-operate in the management and maintenance of the Said Complex and/or the Said Premises by the Sellers' appointed service provider Company or Body/Sellers/Association.
 - 10.2. **Observing Rules:** observe the rules framed from time to time by the Sellers' appointed service Provider Company or Body/Sellers/Association for the beneficial common enjoyment of the Said Complex and/or the Said Premises.
 - 10.3. **Paying Electricity Charges:** pay for electricity and other utilities consumed in or relating to the Said Flat And Appurtenances and the Common Portions.
 - 10.4. **Meter and Cabling:** be liable to draw the electric lines/wires from the meter room to the Said Flat only through the duct and pipes provided therefor, ensuring that no inconvenience is caused to the Sellers or to the other co-owners. The main electric meter shall be installed only at the common meter space in the ground floor of the Said Complex. The Buyers shall, similarly, use the ducts and pipes provided for TV and telephone cables and shall under no circumstances be entitled to string wires and cables through any other part or portion of the Said Complex and/or the Said Premises.

- 10.5. **Residential Use:** use the Said Flat for residential purpose only. Under no circumstances the Buyers shall use the Said Flat for commercial, industrial or any other purpose.
- 10.6. **No Alteration:** not alter, modify or in any manner change the elevation and exterior color scheme of the Said Complex and/or the Said Block and not make any additions or alterations and/or changes in the design and/or the colour scheme of the windows, grills and the main door of the Said Flat, without the permission in writing of Sellers or the Association. In the event the Buyers make the said alterations/changes, the Buyers shall compensate the Sellers/Association as estimated by the Sellers/Association.
- 10.7. **No Structural Alteration:** not alter, modify or in any manner change the structure or any civil construction in the Said Flat or the Said Block which may affect or endanger the structural stability of the Said Block and not subdivide the Said Flat in any manner whatsoever.
- 10.8. **No Sub-Division of flat/parking space/servant quarters:** Not to subdivide the flat/parking space/servant quarter under any circumstances.
- 10.9. **No Changing Name:** not change/alter/modify the name of the Said Complex, which has been given by the Sellers.
- 10.10. **No Nuisance and Disturbance:** not use the Said Flat or the Parking Space, if any or permit the same to be used in such manner or commit any act, which may in any manner cause nuisance or annoyance to other occupants of the Said Complex and/or the Said Premises and/or the neighboring properties and not make or permit to be made any disturbance or do or permit anything to be done that will interfere with the rights, comforts or convenience of other occupants.
- 10.11. **No Storage:** not allow storage of any goods, articles or things in the Common Portions and/or any part or portion of the Said Complex and/or the Said Premises.
- 10.12. **No Obstruction to Sellers/Association:** not obstruct the Sellers/Association in their acts relating to the Common Portions and not to obstruct the Sellers in constructing other portions of the Said Complex and/or the Said Premises and selling or granting rights to any person on any part of the Said Complex and/or the Said Premises (excepting the Said Flat and the Parking Space, if any).
- 10.13. **No Obstruction of Common Portions:** not obstruct pathways and passages or use the same for any purpose other than for ingress to and egress from the Said Flat and the Parking Space, if any.

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

even after delivery of possession of the Said Flat And Appurtenances. The Buyers shall not raise any objection to any inconvenience that may be suffered by the Buyers due to and arising out of the construction activity in the Said Complex/Said Premises after delivery of possession of the Said Flat And Appurtenances.

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

6th Schedule
Part-I
(Said Flat)

Residential Flat No. _____, on the _____ floor, having carpet area measuring _____ (_____) square feet and super built-up area measuring _____ (_____) square feet, in the Block - _____ (**Said Block**), in the complex named "**Astha**" (**Said Complex**) at *Mouza Jamalpara, J. L. No. 42, Police Station Rajarhat, Additional District Sub-Registrar Office Rajarhat, within Rajarhat Bishnupur 2 No. Gram Panchayat (RBGP-2), District North 24 Parganas, PIN 700135,*

Part-II
(Parking Space)

_____ (_____) covered car parking space having cement floor, measuring about 135 (one hundred and thirty five) square feet, which includes the service area and driveways, in the ground floor of the Said Block/Said Complex.

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

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

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

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

Right of conditional easement of use on certain amenities and facilities such as roads, pathways, central drainage and sewage pipeline, internal roads and walkways, pond and fishing deck together with landscaped green areas.

16. Execution and Delivery

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

Sh N G L

As the constituted attorney of the Owners
[OWNERS]



Sh N G L

Directors
Skyscraper Realtech Properties LLP
[DEVELOPER]

[BUYERS]

Witnesses:

Signature _____

Signature _____

Name _____

Name _____

Father's Name _____

Father's Name _____

Address _____

Address _____
