

DRAFT

DRAFT

DEED OF CONVEYANCE

THIS INDENTURE OF CONVEYANCE made this the _____ day of
_____ **2021 [TWO THOUSAND AND TWENTY ONE]**

B-E-T-W-E-E-N

(1) NAOOLIN REALCON PRIVATE LIMITED (PAN: _____), a company incorporated under the Companies Act, 2013, having its registered office at _____, Kolkata- _____, Post Office: _____ and Police Station: _____, being represented by its Director, _____, (PAN: _____), (AADHAAR NO: _____), son of _____, by nationality Indian, by faith Hindu, by occupation _____-, residing at _____, Kolkata-_____, Post Office _____, Police Station _____, District _____ **And (2) NABHOMONI CONSTRUCTION PRIVATE LIMITED**, (PAN: _____), a company incorporated under the Companies Act, 2013, having its registered office at _____, Kolkata- _____, Post Office: _____ and Police Station: _____, being represented by its Director, _____, (PAN: _____), (AADHAAR NO: _____), son of _____, by nationality Indian, by faith Hindu, by occupation _____-, residing at _____, Kolkata-_____, Post Office _____, Police Station _____, District _____ **And (3) JASIMUDDIN MONDAL** (PAN_____) (Aadhar No. _____), son of _____, by nationality Indian, by faith Hindu, by occupation _____-, residing at _____, Kolkata-_____, Post Office _____, Police Station _____, District _____ **And (4) WASIM RAJA** (PAN_____) (Aadhar No. _____), son of _____, by nationality Indian, by faith Hindu, by occupation _____-, residing at _____, Kolkata-_____, Post Office _____, Police Station _____, District _____ **And (5) ALISHA PARWEEN** (PAN_____) (Aadhar No. _____), wife of _____, by nationality Indian, by faith Hindu, by occupation _____-, residing at _____, Kolkata-_____, Post Office _____, Police Station _____, District _____ **And (6) SANDHYA RANI KANSABANIK** (PAN_____) (Aadhar No. _____), wife of _____, by nationality Indian, by faith Hindu, by occupation _____-, residing at _____, Kolkata-_____, Post Office _____, Police Station _____, District _____ **And (7) SUKDEB BHAUMIK** (PAN_____) (Aadhar No. _____), son of _____, by nationality Indian, by faith Hindu, by occupation _____-, residing at _____, Kolkata-_____, Post Office _____, Police Station _____, District _____ and **(8) JOTSNARA KHATUN** (PAN_____) (Aadhar No. _____), wife of _____, by nationality Indian, by faith Hindu, by occupation _____-, residing at _____, Kolkata-_____, Post Office _____, Police Station _____, District _____ **And (9) ABDUR RAJJAK** (PAN_____) (Aadhar No. _____), son of _____, by nationality Indian, by faith Hindu, by occupation _____-, residing at _____, Kolkata-_____, Post Office _____, Police Station _____, District _____ and **(10) SOMA SARKAR** (PAN_____) (Aadhar No. _____), wife of _____, by nationality Indian, by faith Hindu, by occupation _____-, residing at _____, Kolkata-_____, Post Office _____, Police Station _____, District _____ **And (11) S. M. KAMRUZZAMAN** (PAN_____) (Aadhar No. _____), son of _____, by nationality Indian, by faith Hindu, by occupation _____-, residing at _____, Kolkata-_____, Post Office _____, Police Station _____, District _____ **And (12) SAHINA SABIN** (PAN_____) (Aadhar No. _____), wife of _____, by nationality Indian, by faith Hindu, by occupation _____-, residing at _____, Kolkata-_____, Post Office _____, Police Station _____, District _____ **And (13) SANJAY KUMAR** (PAN_____) (Aadhar No. _____), son of _____, by nationality Indian, by faith Hindu,

by occupation _____-, residing at _____, Kolkata- _____, Post Office _____, Police Station _____, District _____ **And (14) MD. MINANUR RAHAMAN** (PAN _____) (Aadhar No. _____), son of _____, by nationality Indian, by faith Hindu, by occupation _____-, residing at _____, Kolkata- _____, Post Office _____, Police Station _____, District _____ **And (15) MD. MATINUR RAHAMAN** (PAN _____) (Aadhar No. _____), son of _____, by nationality Indian, by faith Hindu, by occupation _____-, residing at _____, Kolkata- _____, Post Office _____, Police Station _____, District _____ **And (16) MOSIUR RAHAMAN** (PAN _____) (Aadhar No. _____), son of _____, by nationality Indian, by faith Hindu, by occupation _____-, residing at _____, Kolkata- _____, Post Office _____, Police Station _____, District _____ **And (17) MOKHLESUR RAHAMAN MOLLA** (PAN _____) (Aadhar No. _____), son of _____, by nationality Indian, by faith Hindu, by occupation _____-, residing at _____, Kolkata- _____, Post Office _____, Police Station _____, District _____ **And (18) MD. MIJANUR RAHAMAN** (PAN _____) (Aadhar No. _____), son of _____, by nationality Indian, by faith Hindu, by occupation _____-, residing at _____, Kolkata- _____, Post Office _____, Police Station _____, District _____ **And (19) MASTAFIZUR RAHAMAN MOLLA alias MOSTAFIJUR RAHAMAN alias MUSTAFIJUR RAHAMAN** (PAN _____) (Aadhar No. _____), son of _____, by nationality Indian, by faith Hindu, by occupation _____-, residing at _____, Kolkata- _____, Post Office _____, Police Station _____, District _____ **And (20) BISWAJIT SAHA** (PAN _____) (Aadhar No. _____), son of _____, by nationality Indian, by faith Hindu, by occupation _____-, residing at _____, Kolkata- _____, Post Office _____, Police Station _____, District _____ **And (21) BIPASA SAHA** (PAN _____) (Aadhar No. _____), wife of _____, by nationality Indian, by faith Hindu, by occupation _____-, residing at _____, Kolkata- _____, Post Office _____, Police Station _____, District _____ **And (22) WASIM RAJA** (PAN _____) (Aadhar No. _____), son of _____, by nationality Indian, by faith Hindu, by occupation _____-, residing at _____, Kolkata- _____, Post Office _____, Police Station _____, District _____ **And (23) MUSLIMA BIBI MOLLA** (PAN _____) (Aadhar No. _____), wife of _____, by nationality Indian, by faith Hindu, by occupation _____-, residing at _____, Kolkata- _____, Post Office _____, Police Station _____, District _____ **And (24) NOWAZ IMTIAZ HAIDER** (PAN _____) (Aadhar No. _____), son of _____, by nationality Indian, by faith Hindu, by occupation _____-, residing at _____, Kolkata- _____, Post Office _____, Police Station _____, District _____ **And (25) ABDUL AZIM MONDAL** (PAN _____) (Aadhar No. _____), son of _____, by nationality Indian, by faith Hindu, by occupation _____-, residing at _____, Kolkata- _____, Post Office _____, Police Station _____, District _____ **And (26) IMRUL ZAMAN** (PAN _____) (Aadhar No. _____), son of _____, by nationality Indian, by faith Hindu, by occupation _____-, residing at _____, Kolkata- _____, Post Office _____, Police Station _____, District _____ (hereinafter collectively referred to as **“OWNERS/VENDORS”** which expression shall unless excluded by or repugnant to the context be deemed to mean and include their respective heirs, executors, administrators, legal administrators and assigns) of the **FIRST PART**

AND

NAOOLIN REALCON PRIVATE LIMITED, (CIN: _____), (PAN- _____), a Company incorporated under the provisions of the Companies Act, 1956 and having its registered office at _____, Kolkata-_____, Post Office _____, Police Station: _____, District _____, being represented by its Director, SRI _____, (PAN: _____), (AADHAAR NO: _____), son of _____, by nationality Indian, by faith Hindu, by occupation Business, residing at _____, Kolkata-_____, Post Office _____, Police Station _____, District _____, hereinafter called as the "**PROMOTER**" (which expression shall unless excluded by or repugnant to the context be deemed to mean and include its successor's-in-interest and assigns the context be deemed to mean and include its successors and assigns) of the **SECOND PART**

AND

[If the Purchaser is a company]

_____ (CIN No. [__]) a company incorporated under the provisions of the Companies Act, [1956 or the Companies Act, 2013, as the case may be], having its registered office at [__] (PAN [__]), represented by its authorized signatory, (Aadhaar No. [__]) duly authorized vide board resolution dated [__], hereinafter referred to as the "**PURCHASER**" (which expression shall unless interest, and permitted assigns), of the **THIRD PART**.

[OR]

[If the Purchaser is a Partnership]

[_____], a partnership firm registered under the Indian Partnership Act, 1932 having its principal place of business at [_____] (PAN [_____]), represented by its authorized partner _____ (Aadhaar No. [__]) duly authorized vide hereinafter referred to as the "**PURCHASER**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the partners or partner for the time being of the said firm, the survivor or survivors of them and their heirs, executors and administrators of the last surviving partner and his/her/their assigns), of the **THIRD PART**.

[OR]

[If the Purchaser is an Individual]

Mr./Ms. [_____] (Aadhaar No. [__]), son / daughter of [_____], aged about [_____] years residing at [_____], (PAN [_____]) hereinafter called the "**PURCHASER**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assigns) of the **THIRD PART**.

[OR]

[If the Purchaser is a HUF]

Mr. [____], (Aadhaar No. [____]), son of [____] aged about for self and as the Karta of the Hindu Joint Mitakshara Family known as HUF, having its place of business/residence at [____] (PAN [____]), hereinafter referred to as the "**PURCHASER**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean the members or member for the time being of the said HUF, and their respective heirs, executors, administrators and per mitted assigns) of the **THIRD PART**.

The Owners, the Promoter and the Purchaser shall collectively be referred to as the "Parties" and individually as a "Party".

WHEREAS:

1. The Owners/Vendors are the joint and absolute owners of **ALL THAT** piece and parcel of land measuring **83.75** (eighty three point seven five) cottahs, more or less, comprised in R.S/L.R. Dag Nos. 3194, 3187, 3191/3815, 3191, 3196, 151 and 3192, recorded in L.R. Khatian Nos. 5477, 5467, 5471, 5470, 5469, 5468, 5464, 5473, 5474, 5472, 5466, 5476, 5463, 5475, 5478, 5654, 5655, 5656, 5657, 5658, 5659, 5660, 5661 and 5662, 5779, 5801, 5784, 5904, 5899, 5902, 5780, 5901, 5903, 5900, 5898, 6144, 6149, 6150, 6146, 6574, 6360, 6575, 6359, 6148, 6362, 6355, 6361, 6357, 6356, 6358, 6836, 6835, 5801, 6826, 6827, 6828, 3829, 6164, 6165, 6816, 6818, 6821, 6820, 6819, 6817, 6823, 6824, 6151, 6525, 5804, 6163, 1029, 1022, 1027, 1025, 1031, 1059, 1026, 1030, 1019, 1016, 1018, 1020, 1023, 1021, 6524, 6526, 5801, 5784, 5805, 5803, 5802, 5804 and 5780 in *Mouza Patharghata*, J.L. No. 36, Police Station New Town (formerly Rajarhat), within Patharghata Gram Panchayet (**PGP**), Sub-Registration Office Rajarhat, District North 24 Parganas (hereinafter referred to as the "**Said Land**") more fully and particularly described in **Schedule A** hereunder written. The vesting of the ownership of the Said Land in favour of the Owners/Vendors is more particularly detailed in **Schedule B** hereunder.
2. The Owners/Vendors and the Promoter have entered into several joint development agreements with the Promoter (collectively referred to as "**Development Agreements**") for development of a real estate project on the Said Land.
3. The Owners/Vendors have granted registered various Powers of Attorney in favour of the Promoter to act in their place and to represent them in all matters and purposes concerning the development of the real estate project the right to develop the Said Land comprising of residential segment.
4. In pursuance of the said Development Agreements, the Promoter has caused a building plan being No. _____ dated _____ hereinafter referred to as the said "**Plan**") sanctioned by the concerned authorities whereby the Promoter has become entitled to undertake development of the Said Land by causing new building/s to be constructed at the Said Land comprising of various flats/Units/apartments constructed spaces having a specific area of land dedicated to such building and also sanctioned car parking spaces and the said project has been named as "_____" ("**Project**").
5. In pursuance of the aforesaid and in the course of development of the Said Land, the Promoter has constructed thereon _____ building, comprising of

Ground plus _____ upper floors (G+___) (hereinafter referred to as the “**said Building**”) in accordance with the above recited building plan, designs and specifications sanctioned by _____ and plan of which has been perused and agreed to by the Purchaser and thereafter the Owners and the Promoter have caused to be constructed the said Building and infrastructural facilities in accordance with the sanctioned plan.

6. The Purchaser has booked for transfer of **residential unit No. _____ on the _____ floor**, of the said Building admeasuring _____ **sq. ft. (Carpet Area)** (hereinafter referred to as **Said Unit**) together with one **car parking** comprised out of the Promoter’s Allocation at a total consideration of **Rs. _____**, and has paid a sum of Rs. _____ towards application amount on the booking of the Flat/Unit and accepted and agreed to the Terms and Conditions issued by the Promoter with the Application form and Allotment letter dated _____.
7. Subsequently an agreement to sale dated [] (“**ATS**”) was executed and registered at the office of [], in Book No [], Volume No. [], Pages [] to [], Being No [] for the year [] among the Owners/Vendors and the Purchaser whereby the Owners and the Promoter have agreed to transfer and the Purchaser has/have agreed to purchase the Said Unit and the car parking space subject to the terms and conditions contained in the said ATS and Allotment Letter, which terms and conditions, for all purposes and unless repugnant to the context, shall form part of this Deed and in case of any contradiction, the terms contained in this Deed shall prevail.
8. The Owners and the Promoter have since caused to be completed the construction of the said Building on the Said Land in accordance with the said Plan sanctioned by _____ and has obtained Occupancy Certificate dated _____, from _____ in respect thereof.
9. The Owners and the Promoter have represented to the Purchaser that the Said Unit being **Unit No. _____** allotted to Purchaser and one **car parking**, is complete in all respects; and the Purchaser has inspected and confirmed the same.
10. Pursuant to the “Call/Notice for Possession” dated _____ issued by the Co-Owner/ Promoter to the Purchaser, the Purchaser has paid all dues to the Co-Owner/ Promoter and has requested the Owners and the Promoter to execute and register this Indenture in favour of the Purchaser and to deliver vacant and peaceful possession of the aforesaid Unit **No. _____** in the said Building and one **car parking**

NOW, THEREFORE, IT IS WITNESSETH THAT:

1. DEFINITIONS

In this Deed, (i) capitalised terms defined by inclusion in quotations and/or parenthesis have the meanings so ascribed; and (ii) the following terms shall have the following meanings assigned to them herein below:

“**Applicable Law**” shall mean all applicable laws, by-laws, rules, regulations, orders, ordinances, notifications, protocols, codes, guidelines, policies, notices, directions, judgments, decrees or other requirements or official directive of any Governmental Authority or person acting under the authority of any

Governmental Authority and/ or of any statutory authority in India, whether in effect on the date of this Agreement or thereafter;

“**Association**” shall mean [] set up under the West Bengal Apartment Ownership Act, 1972 or as per applicable laws;

“**Common Areas**” shall mean the areas, amenities and facilities within the Project specified in **Schedule D** herein;

“**Common Expenses**” shall include all expenses for the management, maintenance and upkeep of the Project as indicated in **Schedule E** hereto and shall be proportionately payable periodically as Maintenance Charges by all Unit Owners including the Purchaser;

“**Common Purposes**” shall include the purpose of managing and maintaining the Project, collection and disbursement of the Common Expenses and dealing with the matters of common interest of the Unit Owners and relating to their mutual rights and obligations for the beneficial use and enjoyment of their respective Units exclusively and the Common Areas in common;

“**Maintenance Agency**” shall mean initially the Co-Owner/ Promoter or any entity/agency appointed by the Co-Owner/ Promoter for the maintenance and shall ultimately mean the Association formed in terms of this Deed;

“**Unit Owners**” shall according to the context, mean all purchasers and/or intending purchasers of different Apartments for residential purpose in the Project.

2. CONVEYANCE AND TRANSFER

2.1 That in the premise aforesaid and in consideration of the sum of **Rs.** _____ for **Flat/Unit No.** _____ along with **one car parking** paid by the Purchaser to the Promoter by way of consideration money on or before the execution of these presents [the receipt whereof the Promoter doth hereby as well as by the Receipt and **Memo** hereunder written admits and acknowledges to have been received and of and from the payment of the same and every part thereof do hereby acquit, release and discharge the Purchaser and the said **Flat/Unit No.** _____ admeasuring _____ **sq. ft. (Carpet Area) situated on the _____ floor and one car parking** admeasuring _____ **sq. ft.**, the Owners and the Promoter doth hereby grant, transfer, assign and assure and confirm to and unto the Purchaser all that the **Flat/Unit No.** _____ admeasuring _____ **sq. ft. (Carpet Area) on the _____ Floor**, (“the said **Flat/Unit**”) **morefully described in Part I of the Schedule- C** comprised in the said Building together with **one car parking** admeasuring _____ **sq. ft** on the ground floor morefully described in **Part II of the Schedule- C** hereunder written together with undivided proportionate share or interest in the land together with undivided proportionate share or interest in the common areas, facilities and amenities of the said Building morefully described in **Schedule- D** hereunder written together with the common areas, facilities and amenities of the subject to the terms, conditions and provisions contained herein but otherwise free from all encumbrances, charges, liens, lis-pendens, trust, execution and attachment/acquisition/requisition proceedings and all other liabilities whatsoever (the said **Flat/Unit No.** _____, **one car parking**, and all other rights and properties hereby sold and transferred and/or expressed or intended to be sold and transferred are hereinafter collectively referred to as “**the Said Apartment**”):

- (A) The Promoter and the Owners, hereby grants a perpetual and non-exclusive:
- (i) right to use and enjoy the Common Areas in common with all the other Unit Owner (it is clarified that the Common Areas shall be sold and transferred free from all encumbrances, trusts, liens, lis pendens and attachments whatsoever and all benefits and rights hereby granted to the Purchaser, subject further to the observance and performance by the Purchaser of all the terms and conditions of the management, administration and maintenance of the Common Areas and subject further to the Purchaser paying and discharging all existing and future rates, taxes, impositions, outgoings from the date of its possession and/or the deemed date of possession, as the case may be, wholly with respect to the Apartment and proportionately with respect to the Common Areas.
- 2.2 The term **‘the Said Apartment’** wherever used in this Deed shall include all the properties and rights mentioned in Clause 2.1 hereinabove which are being hereby sold and/or granted, unless contrary to the context and it is expressly made clear that the same constitute one residential unit.
- 2.3 The right of the Purchaser shall be restricted to the Said Apartment together with the right to use the common areas and the Purchaser shall have no right, title or interest whatsoever in respect of the others units and garage in the Project.
- 2.4 In respect of the other spaces, properties and other rights which are not intended to be transferred to the Purchaser as aforesaid, the Co-Owner/ Promoter shall be entitled to use, utilise, transfer, alienate, part with possession, deal with or dispose of the same in any manner whatsoever on such terms and conditions as may be thought fit and proper by them in its absolute discretion, without any reference or objection of the Purchaser. The Purchaser hereby consents to the same and undertakes not to raise any claim or create or cause to be created for any reason, directly or indirectly, any obstruction or hindrance whatsoever regarding the same.
- 2.5 The Purchaser shall use and enjoy the Said Apartment in the manner not inconsistent with his rights hereunder and without committing any breach, default or violation and without creating any hindrance relating to the rights of any other Unit Owner and/or of the Co-Owner/ Promoter.
- 2.6 The Purchaser shall be entitled **TO HAVE AND TO HOLD** the Said Apartment hereby granted sold conveyed transferred assigned assured or expressed or intended so to be with all rights and appurtenances belonging thereto unto and to the use of the Purchaser absolutely and forever in the manner not inconsistent with his rights hereunder and without committing any breach, default or violation and without creating any hindrance relating to the rights of any other Unit Owner and/or of the Promoter.
- 2.7 The sale of the Said Apartment is together with and subject to the mutual easements and restrictions mentioned in this Deed including in **Schedule- F** hereto and the terms, conditions, restrictions, stipulations, obligations and covenants mentioned in this Deed and **Schedule-G** hereto, which shall be covenants running with the Said Apartment in perpetuity.

3. COVENANTS OF THE OWNERS AND THE PROMOTER

3.1 The Owners and the Promoter hereby covenants with the Purchaser that they:

- (a) have the right to sell, transfer and convey the Said Apartment to the Purchaser free from all encumbrances;
- (b) shall, at the costs and requests of the Purchaser, execute all necessary documents as may be reasonably required for more perfectly assuring the Said Apartment to unto and in favour of the Purchaser.

3.2 The Promoter hereby covenants with the Purchaser that the Promoter is lawfully entitled to develop the Project and to transfer its rights in respect of the Said Apartment.

3.3 The Owners and the Promoter hereby further covenant that the Purchaser shall, subject to observing, performing and complying with the terms, conditions, restrictions, stipulations, obligations and covenants mentioned in this Deed including, **Schedule F** and **Schedule G**, peaceably own, hold and enjoy the Said Apartment.

3.4 The Promoter hereby further covenant that post formation of the Association as per the applicable local law, the Owners and the Promoter shall execute conveyance of the common areas in favour of the Association. It being made clear that cost and charges including stamp duty and registration for such conveyance shall be borne by the Association i.e the cost shall be shared proportionately among the Apartment Acquirers

4. COVENANTS OF THE PURCHASER

4.1 The Purchaser agrees, undertakes and covenants to:

- (a) perform, observe and comply with all the terms, conditions, restrictions, stipulations, obligations and covenants mentioned in the Agreement to Sale (as if they were incorporated in these presents) and in this Deed and not to commit breach of or do any act contrary to any of the terms, covenants and conditions stated therein or herein;
- (b) pay wholly in respect of the Said Apartment and proportionately in respect of the Common Areas, the Common Expenses, Maintenance Charges, electricity charges and all levies, duties, charges, surcharges, rates, taxes and outgoings including Service Tax and/or GST, betterment and/or development charges under any statute, rule or regulation, electricity charges. Common Expenses and Maintenance Charges that may be and/or become payable at any time (including enhancements thereto and/or new imposition) relating to the construction, transfer, ownership and/or maintenance of the Said Apartment and/or relating to this Deed of Conveyance without raising any objection thereto, within 15(fifteen) days of demand being made and the Promoter shall not be liable for the same under any circumstance;
- (c) regularly and punctually pay and contribute all costs and expenses for the utilities and facilities provided and/or obtained in the Said Apartment and ensure that those to the other Unit Owner are not adversely affected by any acts or defaults of the Purchaser;
- (d) not for any reason, directly or indirectly, make or cause any obstruction,

interruption, hindrance, impediment, interference or objection in any manner relating to or concerning the transfer, sale or disposal of any other unit or apartment in the Project;

- (e) not question the quantum or apportionment of the Common Expenses mentioned in **Schedule-E (Common Expenses)** or the basis thereof;
- (f) not object to the user of the Common Areas (mentioned in **Schedule-D**) by the other Unit Owners;
- (g) comply with and honour the mutual easements, common rules and restrictions mentioned in **Schedule-F**;
- (h) get the Said Apartment mutated in his name and/or separately assessed by the Corporation/Municipality; and
- (i) pay all amounts and deposits that are payable by the Purchaser under this Deed of Conveyance and/or which are the liability of the Purchaser under this Deed of Conveyance even if the same are demanded and/or become payable subsequent to the execution of this Deed of Conveyance.
- (j) pay all future betterment/development charges etc. relating to the Said Apartment and/or the Common Areas.

4.2 The Purchaser hereby acknowledges that it is his/her/its obligation to make payment of all rates, taxes and outgoings whether local state or central which may become payable in respect of his/her/it Apartment for the period commencing from as stipulated and shall be liable to make payment as and when the same becomes due and payable without raising any objection whatsoever or howsoever and in any event agrees to keep the Owners and the Co-Owner/ Promoter and/or their respective successors and/or successors saved harmless and fully indemnified from and against all costs charges actions suits and proceeding including litigation cost.

5. POSSESSION:

At or before the execution of this Deed, the Purchaser herein confirms that it has independently satisfied itself about the right, title and interest of the Owners and the Co-Owner/ Promoter in the Property, the Plans and the constructions, including the quality and specifications thereof, the net area of the Said Unit, the workmanship, the quality of materials used, the structural stability, necessary provisions have been made for the safety and security of the occupants of the said Building and the completion of the Buildings, the Common Areas and the Said Unit and has agreed not to raise any objection of whatsoever nature. Simultaneously with the execution and registration of this Deed, khas, vacant, peaceful, satisfactory and acceptable possession of the Said Apartment has been handed over by the Owners and the Co-Owner/ Promoter to the Purchaser, which the Purchaser admits, acknowledges and accepts.

6. DEFECT LIABILITY:

It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter as per the Agreement relating to such development is brought to the notice of the Promoter within a period of 5 (five) years by the

Purchaser from the date of handing over possession, it shall be the duty of the Promoter to rectify such defects without further charge, within 30 (thirty) days, and in the event of Promoter's failure to rectify such defects within such, time, the aggrieved Purchaser shall be entitled to receive appropriate compensation in the manner as provided under the Act. Provided that the Promoter shall not be liable to compensate if the defect is attributable to any acts or omissions or commissions of the Purchaser (or any person appointed by him or acting under him or under his instructions) or arising due to any normal wear and tear or due to reasons not solely attributable to the Promoter.

Notwithstanding anything herein contained it is hereby expressly agreed and understood that in case the Purchaser, without first notifying the Promoter and without giving the Promoter the reasonable opportunity to inspect, assess and determine the nature of purported defect in the Apartment, alters the state and condition of the area of the purported defect, then the Promoter shall be relieved of its obligations contained hereinabove in this clause.

SCHEDULE-A

DESCRIPTION OF SAID LAND

ALL THAT piece and parcel of land measuring **83.75** (eighty three point seven five) cottahs, more or less, comprised in R.S/L.R Dag Nos. 3194, 3187, 3191/3815, 3191, 3196, 151 and 3192, recorded in L.R. Khatian Nos. 5477, 5467, 5471, 5470, 5469, 5468, 5464, 5473, 5474, 5472, 5466, 5476, 5463, 5475, 5478, 5654, 5655, 5656, 5657, 5658, 5659, 5660, 5661 and 5662, 5779, 5801, 5784, 5904, 5899, 5902, 5780, 5901, 5903, 5900, 5898, 6144, 6149, 6150, 6146, 6574, 6360, 6575, 6359, 6148, 6362, 6355, 6361, 6357, 6356, 6358, 6836, 6835, 5801, 6826, 6827, 6828, 3829, 6164, 6165, 6816, 6818, 6821, 6820, 6819, 6817, 6823, 6824, 6151, 6525, 5804, 6163, 1029, 1022, 1027, 1025, 1031, 1059, 1026, 1030, 1019, 1016, 1018, 1020, 1023, 1021, 6524, 6526, 5801, 5784, 5805, 5803, 5802, 5804 and 5780 in *Mouza* Patharghata, J.L. No. 36, Police Station New Town (formerly Rajarhat), within Patharghata Gram Panchayet (**PGP**), Sub-Registration Office Rajarhat, District North 24 Parganas delineated in the map or plan hereto annexed marked as Annexure-A and thereon bordered Red

On the North:

On the East:

On the South:

On the West:

SCHEDULE B

[Vesting of title of the Said Land]

1. Ownership of First Property:

- 1.1 At all material times one Subhadra Baidya was the sole and absolute owner in respect of inter alia (**1**) land measuring 9 (nine) decimal, more or less, out of 158 (one hundred and fifty eight) decimal, being a portion of R.S./L.R. *Dag* No. 3194, recorded in L.R. Khatian No. 4770, *Mouza* Patharghata, J.L. No. 36, Police

Station New Town (formerly Rajarhat), within Patharghata Gram Panchyat, Sub-Registration Office Rajarhat, District North 24 Parganas (**First Plot**) and (**2**) land measuring 0.67 (zero point six seven) decimal, more or less, out of 6 (six) decimal, being a portion of R.S./L.R. *Dag* No. 3195, recorded in L.R. Khatian No. 4770, *Mouza* Patharghata, J.L. No. 36, Police Station New Town (formerly Rajarhat), within Patharghata Gram Panchyat, Sub-Registration Office Rajarhat, District North 24 Parganas (**Second Plot**).

- 1.2 Said Subhadra Baidya, a Hindu governed by the provisions of Hindu Succession Act, 1956 died intestate leaving behind him surviving his 2 (two) sons, namely (**1**) Tapan Baidya, (**2**) Samir Baidya and his only daughter, Pratima Mondal (Baidya) as his only legal heir and heiress, who jointly and in equal share inherited all the right, title and interest of Late Subhadra Baidya in the First Plot and the Second Plot.
- 1.3 By a Deed of Sale in Bengali Language (*Kobala*) dated 8th August, 2012, registered in the Office of the Additional District Sub Registrar of Bidhannagar (Salt Lake City), recorded in Book-I, CD Volume No. 14, at Pages- 12464 to 12484, being No. 10326 for the year 2012 said Tapan Baidya, and Pratima Mondal (Baidya) jointly sold, transferred and conveyed (**1**) land measuring 3 (three) cottah 9 (nine) chittack and 36 (thirty six) square feet, equivalent to 5.97 (five point nine seven) decimal more or less, comprised in R.S./L.R. *Dag* No. 3194, recorded in L.R. Khatian No. 4770, *Mouza* Patharghata, J.L. No. 36, Police Station New Town (formerly Rajarhat), within Patharghata Gram Panchyat, Sub-Registration Office Rajarhat, District North 24 Parganas being a demarcated portion out of the First Plot and (**2**) land measuring 4 (four) chittack and 13 (thirteen) square feet equivalent to 0.44 Decimal, more or less, comprised in R.S./L.R. *Dag* No. 3195, recorded in L.R. Khatian No. 4770, *Mouza* Patharghata, J.L. No. 36, Police Station New Town (formerly Rajarhat), within Patharghata Gram Panchayat, Sub-Registration Office Rajarhat, District North 24 Parganas being a demarcated portion out of the Second Plot unto and in favour of (**1**) Laksman Chandra Ghosh, (**2**) Sri Sujit Kumar Sardar, (**3**) Sujit Kumar Das, (**4**) Monoranjan Sardar, (**5**) Dhrubajyoti Ghosh, (**6**) Kuntal Tarafdar, (**7**) Mritunjoy Das, (**8**) Amitabho Sengupta, (**9**) Avirup Sengupta, (**10**) Kajali Biswas, (**11**) Aritra Mallik, (**12**) Arup Biswas, (**13**) Sumanta Biswas, (**14**) H.M.A. Masud Molla and (**15**) Md. Abdul Momen Gazi.
- 1.4 At all material times one Dulal Biswas was the sole and absolute owner of (**1**) land measuring 9 (nine) decimal, more or less, out of 158 (one hundred and fifty eight) decimal, being a portion of R.S./L.R. *Dag* No. 3194, recorded in L.R. Khatian No. 1721, *Mouza* Patharghata, J.L. No. 36, Police Station New Town (formerly Rajarhat), within Patharghata Gram Panchayat, Sub-Registration Office Rajarhat, District North 24 Parganas (**Third Plot**) and (**2**) land measuring 1 (one) decimal, more or less, out of 6 (six) decimal, being a portion of R.S./L.R. *Dag* No. 3195, recorded in L.R. Khatian No. 1721, *Mouza* Patharghata, J.L. No. 36, Police Station New Town (formerly Rajarhat), within Patharghata Gram Panchayat, Sub-Registration Office Rajarhat, District North 24 Parganas (**Fourth Plot**).
- 1.5 By a Deed of Sale in Bengali Language (*Kobala*) dated 28th September, 2012, registered in the Office of the Additional District Sub Registrar of Bidhannagar (Salt Lake City), recorded in Book-I, CD Volume No. 17, at Pages- 11831 to 11851, being No. 12430 for the year 2012 said Dulal Biswas sold, transferred and conveyed (**1**) land measuring 2 (two) cottah 1 (one) chittack and 17 (seventeen) square feet, equivalent to 3.45 (three point four five) decimal more or less, comprised in R.S./L.R. *Dag* No. 3194, recorded in L.R. Khatian No. 1721, *Mouza* Patharghata, J.L. No. 36, Police Station New Town (formerly Rajarhat), within Patharghata Gram Panchayat, Sub-Registration Office Rajarhat, District North 24 Parganas being a demarcated portion of the Third Plot and (**2**) land measuring 2 (two) chittack and 19 (nineteen) square feet equivalent to 0.25

Decimal, more or less, comprised in R.S./L.R. *Dag* No. 3195, recorded in L.R. Khatian No. 1721, *Mouza* Patharghata, J.L. No. 36, Police Station New Town (formerly Rajarhat), within Patharghata Gram Panchayat, Sub-Registration Office Rajarhat, District North 24 Parganas being a demarcated portion of the Fourth Plot unto and in favour of **(1)** Laksman Chandra Ghosh, **(2)** Sri Sujit Kumar Sardar, **(3)** Sujit Kumar Das, **(4)** Monoranjan Sardar, **(5)** Dhrubajyoti Ghosh, **(6)** Kuntal Tarafdar, **(7)** Mritunjoy Das, **(8)** Amitabho Sengupta, **(9)** Avirup Sengupta, **(10)** Kajali Biswas, **(11)** Aritra Mallik, **(12)** Arup Biswas, **(13)** Sumanta Biswas, **(14)** H.M.A. Masud Molla and **(15)** Md. Abdul Momen Gazi.

- 1.6 By another Deed of Sale in Bengali Language (*Kobala*) dated 28th September, 2012, registered in the Office of the Additional District Sub Registrar of Bidhannagar (Salt Lake City), recorded in Book-I, CD Volume No. 17, at Pages-11865 to 11882, being No. 12432 for the year 2012, said Dulal Biswas sold, transferred and conveyed **(1)** land measuring 3 (three) cottah 6 (six) chittack and 31 (thirty one) square feet, equivalent to 5.65 (five point six five) decimal more or less, comprised in R.S./L.R. *Dag* No. 3194, recorded in L.R. Khatian No. 1721, *Mouza* Patharghata, J.L. No. 36, Police Station New Town (formerly Rajarhat), within Patharghata Gram Panchyat, Sub-Registration Office Rajarhat, District North 24 Parganas being his remaining share in the Third Plot and **(2)** land measuring 3 (three) chittack and 43 (forty three) square feet equivalent to 0.41 (zero point four one) Decimal, more or less, comprised in R.S./L.R. *Dag* No. 3195, recorded in L.R. Khatian No. 1721, *Mouza* Patharghata, J.L. No. 36, Police Station New Town (formerly Rajarhat), within Patharghata Gram Panchyat, Sub-Registration Office Rajarhat, District North 24 Parganas being his remaining share in the Fourth Plot unto and in favour of **(1)** Basudeb Das, **(2)** Satyajit Sarkar, **(3)** Sanjoy Chandra, **(4)** Sumana Sengupta, **(5)** Sujata Sarkar, **(6)** Dipankar Dey, **(7)**. Pritimoy Mondal, **(8)**. Biswanath Mondal, **(9)** Somnath Chandra.
- 1.7 In the above mentioned events and circumstance, said Laksman Chandra Ghosh, Sri Sujit Kumar Sardar, Sujit Kumar Das, Monoranjan Sardar, Dhrubajyoti Ghosh, Kuntal Tarafdar, Mritunjoy Das, Amitabho Sengupta, Avirup Sengupta, Kajali Biswas, Aritra Mallik, Arup Biswas, Sumanta Biswas, H.M.A. Masud Molla, Md. Abdul Momen Gazi, Basudeb Das, Satyajit Sarkar, Sanjoy Chandra, Sumana Sengupta, Sujata Sarkar, Dipankar Dey, Pritimoy Mondal, Biswanath Mondal and Somnath Chandra became the joint and absolute Owners of **(1)** land measuring 16.17 (sixteen point one seven) decimal more or less, comprised in R.S./L.R. *Dag* No. 3194, *Mouza* Patharghata, J.L. No. 36, Police Station New Town (formerly Rajarhat), within Patharghata Gram Panchyat, Sub-Registration Office Rajarhat, District North 24 Parganas and **(2)** land measuring 1.10 (one point one zero) Decimal, more or less, comprised in R.S./L.R. *Dag* No. 3195, *Mouza* Patharghata, J.L. No. 36, Police Station New Town (formerly Rajarhat), within Patharghata Gram Panchyat, Sub-Registration Office Rajarhat, District North 24 Parganas.
- 1.8 Said **1.** Laksman Chandra Ghosh, **2.** Sri Sujit Kumar Sardar, **3.** Sujit Kumar Das, **4.** Monoranjan Sardar, **5.** Dhrubajyoti Ghosh, **6.** Kuntal Tarafdar, **7.** Mritunjoy Das, **8.** Amitabho Sengupta, **9.** Avirup Sengupta, **10.** Kajali Biswas, **11.** Aritra Mallik, **12.** Arup Biswas, **13.** Sumanta Biswas, **14.** H.M.A. Masud Molla, **15.** Md. Abdul Momen Gazi, **16.** Basudeb Das, **17.** Satyajit Sarkar, **18.** Sanjoy Chandra, **19.** Sumana Sengupta, **20.** Sujata Sarkar, **21.** Dipankar Dey, **22.** Pritimoy Mondal, **23.** Biswanath Mondal and **24.** Somnath Chandra got their names duly recorded in the records of the Block Land and Land Reforms Office in respect of their respective shares in the said R.S/L.R. *Dag* Nos. 3194 and 3195 vide L.R. Khatian Nos. 5477, 5467, 5471, 5470, 5469, 5468, 5464, 5473, 5474, 5472, 5466, 5476, 5463, 5475, 5478, 5654, 5655, 5656, 5657, 5658, 5659, 5660, 5661 and 5662.

- 1.9 Said Laksman Chandra Ghosh obtained Certificate of Conversion in respect of his entitlement in the said L. R. Dag No. 3194 being land measuring about 0.6952 decimal out of 158 decimal from Sali to Bastu Vide Memo No. 461/BL&LRO/RHT/16 dated 24th May 2016 in Conversion Case No. 2074/BL&LRO/RAJ/2015 dated 28th December 2015.
- 1.10 Said Sri Sujit Kumar Sardar obtained Certificate of Conversion in respect of his entitlement in the said L. R. Dag No.3194 being land measuring about 0.6794 decimal out of 158 decimal from Sali to Bastu Vide Memo No. 457/BL&LRO/RHT/16 dated 23rd May 2016 in Conversion Case No. 2070/BL&LRO/RAJ/2015 dated 28th December 2015.
- 1.11 Said Sri Sujit Kumar Das obtained Certificate of Conversion in respect of his entitlement in the said L. R. Dag No.3194 being land measuring about 0.4582 decimal out of 158 decimal from Sali to Bastu Vide Memo No. 478/BL&LRO/RHT/16 dated 26th May 2016 in Conversion Case No. 2066/BL&LRO/RAJ/2015 dated 28th December 2015.
- 1.12 Said Sri Manoranjan Sardar obtained Certificate of Conversion in respect of his entitlement in the said L. R. Dag No. 3194 being land measuring about 0.6794 decimal out of 158 decimal from Sali to Bastu Vide Memo No. 460/BL&LRO/RHT/16 dated 24th May 2016 in Conversion Case No. 2073/BL&LRO/RAJ/2015 dated 28th December 2015.
- 1.13 Said Sri Dhrubajyoti Ghosh obtained Certificate of Conversion in respect of his entitlement in the said L. R. Dag No.3194 being land measuring about 0.6794 decimal out of 158 decimal from Sali to Bastu Vide Memo No. 471/BL&LRO/RHT/16 dated 24th May 2016 in Conversion Case No. 2085/BL&LRO/RAJ/2015 dated 28th December 2015.
- 1.14 Said Sri Mritunjoy Das obtained Certificate of Conversion in respect of his entitlement in the said L. R. Dag No. 3194 being land measuring about 0.6952 decimal out of 158 decimal from Sali to Bastu Vide Memo No. 470/BL&LRO/RHT/16 dated 24th May 2016 in Conversion Case No. 2064/BL&LRO/RAJ/2015 dated 28th December 2015.
- 1.15 Said Sri Amitabho Sengupta obtained Certificate of Conversion in respect of his entitlement in the said L. R. Dag No. 3194 being land measuring about 0.6952 decimal out of 158 decimal from Sali to Bastu Vide Memo No. 475/BL&LRO/RHT/16 dated 24th May 2016 in Conversion Case No. 2083/BL&LRO/RAJ/2015 dated 28th December 2015.
- 1.16 Said Sri Avirup Sengupta obtained Certificate of Conversion in respect of his entitlement in the said L. R. Dag No. 3194 being land measuring about 0.6952 decimal out of 158 decimal from Sali to Bastu Vide Memo No. 476/BL&LRO/RHT/16 dated 24th May 2016 in Conversion Case No. 2082/BL&LRO/RAJ/2015 dated 28th December 2015.
- 1.17 Said Kajali Biswas obtained Certificate of Conversion in respect of his entitlement in the said L. R. Dag No. 3194 being land measuring about 0.6952 decimal out of 158 decimal from Sali to Bastu Vide Memo No. 473/BL&LRO/RHT/16 dated 24th May 2016 in Conversion Case No. 2086/BL&LRO/RAJ/2015 dated 28th December 2015.
- 1.18 Said Aritra Mallik obtained Certificate of Conversion in respect of his entitlement in the said L. R. Dag No. 3194 being land measuring about 0.6952 decimal out of 158 decimal from Sali to Bastu Vide Memo No. 469/BL&LRO/RHT/16 dated

DRAFT

24th May 2016 in Conversion Case No. 2069/ BL&LRO/RAJ/2015 dated 28th December 2015.

- 1.19 Said Arup Biswas obtained Certificate of Conversion in respect of his entitlement in the said L. R. Dag No. 3194 being land measuring about 0.6952 decimal out of 158 decimal from Sali to Bastu Vide Memo No. 465/BL&LRO/RHT/16 dated 24th May 2016 in Conversion Case No. 2079/ BL&LRO/RAJ/2015 dated 28th December 2015.
- 1.20 Said H.M.A. Masud Molla obtained Certificate of Conversion in respect of his entitlement in the said L. R. Dag No. 3194 being land measuring about 0.711 decimal out of 158 decimal from Sali to Bastu Vide Memo No. 468/BL&LRO/RHT/16 dated 24th May 2016 in Conversion Case No. 2065/ BL&LRO/RAJ/2015 dated 28th December 2015.
- 1.21 Said Abdul Momen Gazi obtained Certificate of Conversion in respect of his entitlement in the said L. R. Dag No. 3194 being land measuring about 0.711 decimal out of 158 decimal from Sali to Bastu Vide Memo No. 479/BL&LRO/RHT/16 dated 26th May 2016 in Conversion Case No. 2067/ BL&LRO/RAJ/2015 dated 28th December 2015.
- 1.22 Said Basudeb Das obtained Certificate of Conversion in respect of his entitlement in the said L. R. Dag No. 3194 being land measuring about 0.5214 decimal out of 158 decimal from Sali to Bastu Vide Memo No. 466/BL&LRO/RHT/16 dated 24th May 2016 in Conversion Case No. 2076/ BL&LRO/RAJ/2015 dated 28th December 2015.
- 1.23 Said Satyajit Sarkar obtained Certificate of Conversion in respect of his entitlement in the said L. R. Dag No. 3194 land measuring about 0.5214 decimal out of 158 decimal from Sali to Bastu Vide Memo No. 463/BL&LRO/RHT/16 dated 24th May 2016 in Conversion Case No. 2078/ BL&LRO/RAJ/2015 dated 28th December 2015.
- 1.24 Said Sanjoy Chandra obtained Certificate of Conversion in respect of his entitlement in the said L. R. Dag No. 3194 being land measuring about 0.5214 decimal out of 158 decimal from Sali to Bastu Vide Memo No. 459/BL&LRO/RHT/16 dated 24th May 2016 in Conversion Case No 2075/ BL&LRO/RAJ/2015 dated 28th December 2015.
- 1.25 Said Sumana Sengupta obtained Certificate of Conversion in respect of his entitlement in the said L. R. Dag No. 3194 being land measuring about 0.5214 decimal out of 158 decimal from Sali to Bastu Vide Memo No. 472/BL&LRO/RHT/16 dated 24th May 2016 in Conversion Case No 2084/BL&LRO/RAJ/2015 dated 28th December 2015.
- 1.26 Said Sujata Sarkar obtained Certificate of Conversion in respect of his entitlement in the said L. R. Dag No. 3194 being land measuring about 0.5214 decimal out of 158 decimal from Sali to Bastu Vide Memo No. 474/BL&LRO/RHT/16 dated 24th May 2016 in Conversion Case No 2087/ BL&LRO/RAJ/2015 dated 28th December 2015.
- 1.27 Said Dipankar De obtained Certificate of Conversion in respect of his entitlement in the said L.R. Dag No. 3194 being land measuring about 0.5214 decimal out of 158 decimal from Sali to Bastu Vide Memo No. 467/BL&LRO/RHT/16 dated 24th May 2016 in Conversion Case No 2080/ BL&LRO/RAJ/2015 dated 28th December 2015.
- 1.28 Said Pritimoy Mondal obtained Certificate of Conversion in respect of his entitlement in the said L. R. Dag No. 3194 being land measuring about 0.5372

decimal out of 158 decimal comprised in L.R. Dag No. 3194 from Sali to Bastu Vide Memo No. 464/BL&LRO/RHT/16 dated 24th May 2016 in Conversion Case No 2077/ BL&LRO/RAJ/2015 dated 28th December 2015.

- 1.29 Said Biswanath Mondal obtained Certificate of Conversion in respect of his entitlement in the said L. R. Dag No. 3194 being land measuring about 0.5372 decimal out of 158 decimal from Sali to Bastu Vide Memo No. 480/BL&LRO/RHT/16 dated 26th May 2016 in Conversion Case No 2081/BL&LRO/RAJ/2015 dated 28th December 2015.
- 1.30 Said Sumanta Biswas obtained Certificate of Conversion in respect of his entitlement in the said L. R. Dag No. 3194 being land measuring about 0.7268 decimal out of 158 decimal from Sali to Bastu Vide Memo No. 462/BL&LRO/RHT/16 dated 24th May 2016 in Conversion Case No 2071/BL&LRO/RAJ/2015 dated 28th December 2015.
- 1.31 Said Somnath Chandra obtained Certificate of Conversion in respect of his entitlement in the said L. R. Dag No. 3194 being land measuring about 0.5372 decimal out of 158 decimal from Sali to Bastu Vide Memo No. 458/BL&LRO/RHT/16 dated 24th May 2016 in Conversion Case No 2072/BL&LRO/RAJ/2015 dated 28th December 2015.
- 1.32 Said Kuntal Tarafdar obtained Certificate of Conversion in respect of his entitlement in the said L. R. Dag No. 3194 being land measuring about 0.6794 decimal out of 158 decimal from Sali to Bastu Vide Memo No. 477/BL&LRO/RHT/16 dated 26th May 2016 in Conversion Case No 2068/BL&LRO/RAJ/2015 dated 28th December 2015.
- 1.33 By a Deed of Sale in Bengali Language (*Kobala*) dated 22nd September, 2016, registered in the Office of the District Sub Registrar-II, North 24 Parganas, recorded in Book-I, Volume No. 1502-2016, at Pages- 77633 to 77662, being No. 150203113 for the year 2016, said **1.** Sri Kuntal Tarafdar, **2.** Aritra Mallik, **3.** H.M.A. Masud Molla and **4.** Md. Abdul Momen Gazi jointly sold, transferred and conveyed their respective shares in the said R.S./L.R. Dag Nos. 3194 and 3195 unto and in favour of **1.** Sri Partha Sardar, **2.** Sri Prosenjit Saila, **3.** Sri Anup Kumar Paul, **4.** Smt. Upasana Mukhopadhyay (Biswas).
- 1.34 By a Deed of Sale in Bengali Language (*Kobala*) dated 12th September, 2016, registered in the Office of the District Sub Registrar-II, 24 Parganas (North), recorded in Book-I, Volume No. 1502-2016, at Pages- 87177 to 87243, being No. 150203495 for the year 2016, said **1.** Sri Lakshman Chandra Ghosh, **2.** Sri Sujit Kumar Das, **3.** Sri Monoranjan Sardar and **4.** Sri Mritunjoy Das jointly sold, transferred and conveyed their respective shares in the said R.S./L.R. Dag Nos. 3194 and 3195 unto and in favour of **1.** Sri Sujit Kumar Sardar, **2.** Dhrubajyoti Ghosh, **3.** Amitabho Sengupta, **4.** Avirup Sengupta, **5.** Kajali Biswas, **6.** Arup Biswas, **7.** Sumanta Biswas **8.** Basudeb Das, **9.** Satyajit Sarkar, **10.** Sanjoy Chandra, **11.** Sumana Sengupta, **12.** Sujata Sarkar, **13.** Dipankar Dey, **14.** Pritimoy Mondal, **15.** Biswanath Mondal **16.** Somnath Chandra, **17.** Sri Partha Sardar, **18.** Sri Prosenjit Saila, **19.** Sri Anup Kumar Paul and **20.** Smt. Upasana Mukhopadhyay (Biswas).
- 1.35 In the above mentioned events and circumstance, said **1.** Sri Sujit Kumar Sardar, **2.** Dhrubajyoti Ghosh, **3.** Amitabho Sengupta, **4.** Avirup Sengupta, **5.** Kajali Biswas, **6.** Arup Biswas, **7.** Sumanta Biswas **8.** Basudeb Das, **9.** Satyajit Sarkar, **10.** Sanjoy Chandra, **11.** Sumana Sengupta, **12.** Sujata Sarkar, **13.** Dipankar Dey, **14.** Pritimoy Mondal, **15.** Biswanath Mondal **16.** Somnath Chandra, **17.** Sri Partha Sardar, **18.** Sri Prosenjit Saila, **19.** Sri Anup Kumar Paul and **20.** Smt. Upasana Mukhopadhyay (Biswas) became the joint and absolute Owners of the (1) land measuring 16.27 (sixteen point two seven)

decimal more or less, comprised in R.S./L.R. *Dag* No. 3194, recorded in L.R. Khatian Nos. 5477, 5467, 5471, 5470, 5469, 5468, 5464, 5473, 5474, 5472, 5466, 5476, 5463, 5475, 5478, 5654, 5655, 5656, 5657, 5658, 5659, 5660, 5661 and 5662, *Mouza* Patharghata, J.L. No. 36, Police Station New Town (formerly Rajarhat), within Patharghata Gram Panchayat, Sub-Registration Office Rajarhat, District North 24 Parganas and (2) land measuring 1.10 (one point one zero) Decimal, more or less, comprised in R.S./L.R. *Dag* No. 3195, recorded in L.R. Khatian Nos. 5477, 5467, 5471, 5470, 5469, 5468, 5464, 5473, 5474, 5472, 5466, 5476, 5463, 5475, 5478, 5654, 5655, 5656, 5657, 5658, 5659, 5660, 5661 and 5662, *Mouza* Patharghata, J.L. No. 36, Police Station New Town (formerly Rajarhat), within Patharghata Gram Panchayat, Sub-Registration Office Rajarhat, District North 24 Parganas.

- 1.36 By a Deed of Conveyance dated 30th August 2019, registered in the office of the Additional District Sub Registrar, Rajarhat, recorded in Book I, Volume No. 1523-2019, at pages from 434788 to 434927, being No. 152310976 for the year 2019 said **1.** Sri Sujit Kumar Sardar, **2.** Dhruvajyoti Ghosh, **3.** Amitabho Sengupta, **4.** Avirup Sengupta, **5.** Kajali Biswas, **6.** Arup Biswas, **7.** Sumanta Biswas **8.** Basudeb Das, **9.** Satyajit Sarkar, **10.** Sanjoy Chandra, **11.** Sumana Sengupta, **12.** Sujata Sarkar, **13.** Dipankar Dey, **14.** Pritimoy Mondal, **15.** Biswanath Mondal **16.** Somnath Chandra, **17.** Sri Partha Sardar, **18.** Sri Prosenjit Saila, **19.** Sri Anup Kumar Paul and **20.** Smt. Upasana Mukhopadhyay (Biswas) jointly sold, conveyed and transferred (1) land measuring 14.9310 (fourteen point nine three one zero), comprised in R.S./L.R. *Dag* No. 3194, recorded in L.R. Khatian Nos. 5467, 5469, 5473, 5474, 5472, 5476, 5463, 5654, 5655, 5655, 5657, 5658, 5659, 5660, 5661, 5662, 5477, 5471, 5470, 5464, 5468, 5466, 5475 and 5478, *Mouza* Patharghata, J.L. No. 36, Police Station New Town, District North 24 Parganas and (2) land measuring 1.1112 (one point one one one two), comprised in R.S./L.R. *Dag* No. 3195, recorded in L.R. Khatian Nos. 5467, 5469, 5473, 5474, 5472, 5476, 5463, 5654, 5655, 5655, 5657, 5658, 5659, 5660, 5661, 5662, 5477, 5471, 5470, 5464, 5468, 5466, 5475 and 5478, *Mouza* Patharghata, J.L. No. 36, Police Station New Town, District North 24 Parganas in favour of (1) Naoolin Realcon Private Limited and (2) Nabhomoni Construction Private Limited.
- 1.37 In the above mentioned events and circumstances said (1) Naoolin Realcon Private Limited and (2) Nabhomoni Construction Private Limited have become the joint owners of (1) land measuring 14.9310 (fourteen point nine three one zero), comprised in R.S./L.R. *Dag* No. 3194, *Mouza* Patharghata, J.L. No. 36, Police Station New Town, District North 24 Parganas and (2) land measuring 1.1112 (one point one one one two), comprised in R.S./L.R. *Dag* No. 3195, *Mouza* Patharghata, J.L. No. 36, Police Station New Town, District North 24 Parganas aggregating to land measuring 16.0422 (sixteen point zero four two two) decimal (herein after referred to as the “**First Property**”) and got their names duly recorded in the records of the Block Land and Land Reforms Office vide L.R. Khatian Nos. 6970 and 6969 respectively.

2. Ownership of Second Property:

- 2.1 At all material times Sonaula Molla was the sole, absolute and recorded owner of *sali* (agricultural) land measuring 5 (five) decimal, comprised in R.S./L.R. *Dag* No. 3187, recorded in L.R. *khatian* No. 2677, *Mouza* Patharghata, J.L. No. 36, District 24 Parganas (**Property Of Sanaulla**).
- 2.2 Sonaula Molla a Muslim governed by the principles of the Mohmeddan Law, died *intestate* leaving behind surviving his 6 (six) sons, namely, (1) Sirajul Molla (2) Mirajul Islam Molla, (3) Azizul Islam Molla, (4) Molla Iyazul Islam, (5) Molla Mahidul Islam and (6) Asadul Molla and his 5 (five) daughters, namely, (1) Halima Khatun, (2) Molla Sakila *alias* Sakila Bibi, (3) Molla Rehera *alias* Rehana

Bibi, (4) Ayesa Bibi and (5) Rina Shah *alias* Rina Bibi (collectively **Legal Heirs Of Sonaula**) as his only legal heirs and heiresses who jointly and in diverse share inherited all the right, title and interest of Late Sonaula Molla in the Property Of Sanaula.

2.3 At all material times Subid Ali *alias* Subid Ali Molla was the sole, absolute and recorded owner of *sali* (agricultural) land measuring 13 (thirteen) decimal, comprised in R.S/L.R. Dag No. 3187, recorded in L.R. *khatian* No. 2678, Mouza Patharghata, J.L. No. 36, District 24 Parganas (**Property Of Subid**).

1.1 Subid Ali *alias* Subid Ali Molla a Muslim governed by the principles of the Mohmeddan Law, died *intestate* leaving behind surviving his 6 (six) sons, namely, (1) Mohammad Faridul Islam (2) Molla Kutubuddin, (3) Molla Nasiruddin, (4) Molla Sahabuddin, (5) Kamaluddin Molla and (6) Tarikul Islam and his 4 (four) daughters, namely, (1) Samina Bibi, (2) Sabina Bibi, (3) Rakhima Bibi and (4) Karima Bibi as his only legal heirs and heiresses (collectively **Legal Heirs Of Subid**) who jointly and in diverse share inherited all the right, title and interest of Late Subid Ali *alias* Subid Ali Molla in the Property Of Subid. The inherited share of each legal heir is tabulated below:

SL. No.	Name of the Legal Heir	Share Inherited (in decimal)
1.	Mohammad Faridul Islam	1.625
2.	Molla Kutubuddin	1.625
3.	Molla Nasiruddin	1.625
4.	Molla Sahabuddin	1.625
5.	Kamaluddin Molla	1.625
6.	Tarikul Islam	1.625
7.	Samina Bibi	0.8125
8.	Sabina Bibi	0.8125
9.	Rakhima Bibi	0.8125
10.	Karima Bibi	0.8125
Total		13

2.4 The Legal Heirs of Subid amicably partitioned the Property Of Subid amongst themselves and exclusively held their respective share in the Property Of Subid

2.5 In the abovementioned events and circumstances Mohammad Faridul Islam, Molla Kutubuddin, Molla Nasiruddin, Molla Sahabuddin and Kamaluddin Molla and Tarikul Islam became exclusive joint owners of land measuring 9.75 (nine point seven five) decimal, comprised in R.S/L.R. Dag No. 3187, recorded in L.R. *khatian* No. 2678, Mouza Patharghata, J.L. No. 36, District 24 Parganas (**First Portion Of Property Of Subid**).

2.6 In the abovementioned events and circumstances Samina Bibi, Sabina Bibi, Rakhima Bibi and Karima Bibi became exclusive joint owners of land measuring 3.25 (three point two five) decimal, comprised in R.S/L.R. Dag No. 3187, recorded in L.R. *khatian* No. 2678, Mouza Patharghata, J.L. No. 36, District 24 Parganas (**Second Portion Of Property Of Subid**).

2.7 By a Deed of Conveyance dated 25th August, 2014, registered in the Office of the Additional District Sub-Registrar, Rajarhat, recorded in Book No. I, CD Volume No. 15, at pages 5357 to 5388, being Deed No. 09530 for the year 2014 (1) Mohammad Faridul Islam, Molla Kutubuddin, Molla Nasiruddin, Molla Sahabuddin and Kamaluddin Molla, Tarikul Islam jointly sold, conveyed and transferred land measuring 5 (five) decimal out of the First Portion Of Property Of

Subid and (2) the Legal Heirs Of Sonauulla sold, conveyed and transferred the entirety of the Property Of Sanauulla to (1) Sahina Sabin, (2) Sandhya Rani kansabanik, (3) Sukhdeb Bhaumik, (4) Sanjay Kumar, (5) S.M. Kamaruzzaman, (6) Jotsnara Khatun, (7) Wasim Raja, (8) Alisha Parween and (9) Soma Sarkar, for the consideration mentioned therein. It is pertinent to mention that Wasim Raja and Alisha Parween have jointly purchased land measuring 1.25 (one point two five) decimal and the other purchasers have purchased land measuring 1.25 (one point two five) decimal each through this Deed.

- 2.8 By a Deed of Conveyance dated 25th August, 2014, registered in the Office of the Additional District Sub-Registrar, Rajarhat, recorded in Book No. I, CD Volume No. 15, at pages 5306 to 5322, being Deed No. 09527 for the year 2014, Mohammad Faridul Islam, Molla Kutubuddin, Molla Nasiruddin, Molla Sahabuddin, Kamaluddin Molla and Tarikul Islam jointly sold, conveyed and transferred the land measuring 2.17 (two point one seven) decimal out of the First Portion Of Property Of Subid to Jasimuddin Mandal and Abdur Rajjak, for the consideration mentioned therein. It is pertinent to mention that Jasimuddin Mandal has purchased land measuring 1.67 (one point six seven) decimal and Abdur Rajjak has purchased land measuring 0.50 (zero point five zero) decimal through this Deed.
- 2.9 In the abovementioned events and circumstances (1) Jasimuddin Mondal, (2) Wasim Raja, (3) Alisha Parween, (4) Sandhya Rani Kansabanik, (5) Sukdeb Bhaumik, (6) Jotsnara Khatun, (7) Abdur Rajjak, (8) Soma Sarkar, (9) S. M. Kamaruzzaman, (10) Sahina Sabin and (11) Sanjay Kumar became the joint owners of land measuring 12.17 (twelve point one seven) decimal out of 18 (eighteen) decimal, comprised in R.S/L.R. Dag No. 3187, Mouza Patharghata, J.L. No. 36, Police Station Rajarhat, District North 24 Parganas (**Second Property**) and got their names duly mutated in the records of the Block Land and Land Reforms Office vide L.R. Khatian Nos. 5779, 5801, 5784, 5904, 5899, 5902, 5780, 5901, 5903, 5900 and 5898 respectively.
- 2.10 In the above mentioned events and circumstances (1) Jasimuddin Mondal, (2) Wasim Raja, (3) Alisha Parween, (4) Sandhya Rani Kansabanik, (5) Sukdeb Bhaumik, (6) Jotsnara Khatun, (7) Abdur Rajjak, (8) Soma Sarkar, (9) S. M. Kamaruzzaman, (10) Sahina Sabin and (11) Sanjay Kumar became the joint owners of the Second Property. The land area of each of the owner in the Second Property is detailed in the chart below:

Sl. No.	Name of the Owner	L.R. Khatian no.	Purchased Area (in Dec.)	Mutated Area (in Dec.)
1.	Jasimuddin Mondal	5779	1.67	1.6704
2.	Wasim Raja	5801	0.625	0.6246
3.	Alisha Parween	5784	0.625	0.6246
4.	Sandhya Rani Kansabanik	5904	1.25	1.2474
5.	Sukdeb Bhaumik	5899	1.25	1.2492
6.	Jotsnara Khatun	5902	1.25	1.2492
7.	Abdur Rajjak	5780	0.50	0.4986
8.	Soma Sarkar	5901	1.25	1.2492
9.	S. M. Kamaruzzaman	5903	1.25	1.2492
10.	Sahina Sabin	5900	1.25	1.2492
11.	Sanjay Kumar	5898	1.25	1.2492

- 2.11 Jasimuddin Mandal being desirous of developing and commercially exploiting his share in various properties inter-alia his share in the Second Property entered into a Development Agreement and Power Of Attorney dated 25th January, 2019 registered in the Office of the Additional District Sub-Registrar, Rajarhat, recorded in Book No. I, Volume No. 1523-2019, at Pages 60122 to 60173, being Deed No. 152301407 for the year 2019 with Naoolin Realcon Private Limited, as per the terms and conditions mentioned therein
- 2.12 Wasim Raja, Alisha Parween, Sandhya Rani Kansabanik and Sukdeb Bhaumik being desirous of developing and commercially exploiting their shares in various properties inter-alia their share in the Second Property entered into a Development Agreement dated 14th September, 2018 registered in the Office of the Additional District Sub-Registrar, Rajarhat, recorded in Book No. I, Volume No. 1523-2018, at Pages 395215 to 395287, being Deed No. 152310847 for the year 2018 with Naoolin Realcon Private Limited and subsequently executed a Power Of Attorney dated 27th September, 2018, registered in the Office of the Additional District Sub-Registrar, Rajarhat, recorded in Book No. I, Volume No. 1523-2018, at Pages 377052 to 377097, being Deed No. 152311517 for the year 2018, as per the terms of the development agreement.
- 2.13 Jotsnara Khatun and Abdur Rajjak being desirous of developing and commercially exploiting their share in various properties inter-alia their share in the Second Property entered into a Development Agreement and Power Of Attorney dated 29th October, 2018 registered in the Office of the Additional District Sub-Registrar, Rajarhat, recorded in Book No. I, Volume No. 1523-2018, at Pages 402033 to 402132, being Deed No. 152312177 for the year 2018 with Naoolin Realcon Private Limited, as per the terms and conditions mentioned therein.
- 2.14 Soma Sarkar, being desirous of developing and commercially exploiting her share in various properties inter-alia their share in the Second Property entered into a Development Agreement and Power Of Attorney dated 24th September, 2018 registered in the Office of the Additional District Sub-Registrar, Rajarhat, recorded in Book No. I, Volume No. 1523-2018, at Pages 370982 to 371061, being Deed No. 152311204 for the year 2018 with Naoolin Realcon Private Limited, as per the terms and conditions mentioned therein.
- 2.15 S. M. Kamaruzzaman being desirous of developing and commercially exploiting his share in various properties inter-alia his share in the Second Property entered into a Development Agreement and Power Of Attorney dated 12th November, 2018 registered in the Office of the Additional District Sub-Registrar, Rajarhat, recorded in Book No. I, Volume No. 1523-2019, at Pages 60192 to 60254, being Deed No. 152301395 for the year 2019 with Naoolin Realcon Private Limited as per the terms and conditions mentioned therein.
- 2.16 Sahina Sabin, being desirous of developing and commercially exploiting her share in various properties inter-alia his share in the Second Property entered into a Development Agreement and Power Of Attorney dated 20th November, 2018 registered in the Office of the Additional District Sub-Registrar, Rajarhat, recorded in Book No. I, Volume No. 1523-2019, at Pages 60529 to 60588, being Deed No. 152301393 for the year 2019 with Naoolin Realcon Private Limited, as per the terms and conditions mentioned therein.
- 2.17 Sanjay Kumar, being desirous of developing and commercially exploiting his share in various properties inter-alia his share in the Second Property entered into a Development Agreement and Power Of Attorney dated 4th December, 2018 registered in the Office of the Additional District Sub-Registrar, Rajarhat, recorded in Book No. I, Volume No. 1523-2019, at Pages 119545 to 119609,

being Deed No. 152303054 for the year 2019 with Naoolin Realcon Private Limited, as per the terms and conditions mentioned therein.

- 2.18 In the above mentioned events and circumstances said (1) Jasimuddin Mondal, (2) Wasim Raja, (3) Alisha Parween, (4) Sandhya Rani Kansabanik, (5) Sukdeb Bhaumik, (6) Jotsnara Khatun, (7) Abdur Rajjak, (8) Soma Sarkar, (9) S. M. Kamaruzzaman, (10) Sahina Sabin and (11) Sanjay Kumar as joint owners of the Second Property have granted development rights to Naoolin Realcon Private Limited.

3. Ownership of Third Property:

- 3.1 At all material times Mani Mohon Biswas was the sole, absolute owner *inter alia* of *sali* (agricultural) land measuring 33 (thirty three) decimal, comprised in C.S *Dag* No. 2880, recorded in C.S *khatian* No. 1918, Mouza Patharghata, J.L. No. 36, District 24 Parganas (**Property Of Mani Mohan**).
- 3.2 By a Deed of Conveyance in Bengali Language (*Kobala*) dated 6th October, 1967, registered in the Office of the Additional District Sub-Registrar, Cossipore Dum Dum, recorded in Book No. I, Volume No. 123, at pages 123 to 124, being Deed No. 8600 for the year 1967, said Mani Mohon Biswas sold, conveyed and transferred the entirety of the Property Of Mani Mohan unto and in favour of Sukdeb Mondal.
- 3.3 By a Deed of Conveyance in Bengali Language (*Kobala*) dated 27th September, 1974, registered in the Office of the Additional District Sub-Registrar, Cossipore Dum Dum, recorded in Book No. I, Volume No. 128, at pages 218 to 220, being Deed No. 7764 for the year 1974, said Sukdeb Mondal sold, conveyed and transferred the entirety of the Property Of Mani Mohan unto and in favour of Mariyam Neccha Bibi.
- 3.4 In the abovementioned events and circumstances said Mariyam Neccha Bibi became sole and absolute owner of the entirety of the Property Of Mani Mohan being land measuring 33 (thirty three) decimal, comprised in C.S *Dag* No. 2880, Mouza Patharghata, J.L. No. 36, District 24 Parganas.
- 3.5 After promulgation and/or publication of R.S. Records by the concerned Block Land and Land Reform Officer, said C.S *Dag* No. 2880 was divided into two separate R.S. dags whereby (1) land measuring 30 (thirty) decimal out of the Property Of Mani Mohan was recorded in R.S. *Dag* No. 3191 and (2) land measuring 3 (three) decimal out of the Property Of Mani Mohan was recorded in R.S. *Dag* No. 3191/3815.
- 3.6 After promulgation and/or publication of L.R. Records said Mariyam Neccha Bibi got her name duly recorded in the L.R. records vide L.R. *Khatian* No. 2740.
- 3.7 In the abovementioned events and circumstances said Mariyam Neccha Bibi became the sole, absolute and recorded owner of *sali* (agricultural) land measuring 03 (three) decimal, comprised in R.S/L.R. *Dag* No. 3191/3815, recorded under L.R. *Khatian* No. 2740, Mouza Patharghata, J.L. No. 36, Police Station Rajarhat (presently New Town), District North 24 Parganas (**Third Property**).
- 3.8 Mariyam Neccha Bibi being desirous of developing and commercially exploiting the Third Property entered into a Development Agreement dated 18th October, 2019 registered in the Office of the Additional District Sub-Registrar, Rajarhat, recorded in Book No. I, Volume No. 1523-2019, at Pages 563493 to 563554, being No. 152314045 for the year 2019 with Naoolin Realcon Private Limited, as per the terms and conditions mentioned therein and subsequently executed a

Power Of Attorney dated 12th February, 2020, registered in the Office of the Additional District Sub-Registrar, Rajarhat, recorded in Book No. I, Volume No. 1523-2020, at Pages 148640 to 148662, being Deed No. 152303245 for the year 2020 in favour of Debashis Roy being the director of Naoolin Realcon Private Limited as per the terms of the development agreement.

- 3.9 Mariyam Neccha Bibi, a Muslim governed by the principles of the Mohmeddan Law, died *intestate* on 23rd March, 2020, leaving behind surviving her 6 (six) sons, namely, (1) Md. Minanur Rahaman, (2) Md. Matinur Rahaman, (3) Mosiur Rahaman, (4) Mokhlesur Rahaman Molla, (5) Md. Mijanur Rahaman and (6) Mastafizur Rahaman Molla *alias* Mostafijur Rahaman *alias* Mustafijur Rahaman, as her only legal heirs (collectively **Legal Heirs Of Mariyam**) who jointly and in equal share inherited all the right, title and interest of Late Mariyam Neccha Bibi in the Third Property.
- 3.10 By virtue of inheritance said Legal Heirs Of Mariyam became the joint owners of the entirety of the Third Property and subsequently executed a a Power of Attorney dated 27th November, 2020 registered in the Office of the Additional District Sub-Registrar, Rajarhat, recorded in Book No. I, Volume No. 1523-2020, at Pages 386662 to 386696, being No. 152309776 for the year 2020 in favour of Debashis Roy being the director of Naoolin Realcon Private Limited to carry on the development work of the Said Property as per terms and conditions contemplated in the said development agreement being No. 152314045 for the year 2020.
- 3.11 In the above mentioned events and circumstances said (1) Md. Minanur Rahaman, (2) Md. Matinur Rahaman, (3) Mosiur Rahaman, (4) Mokhlesur Rahaman Molla, (5) Md. Mijanur Rahaman and (6) Mastafizur Rahaman Molla *alias* Mostafijur Rahaman *alias* Mustafijur Rahaman as joint owners of the Said Property have granted development rights to Naoolin Realcon Private Limited.

4. Ownership of Fourth Property:

- 4.1 At all material times Mani Mohon Biswas was the sole, absolute owner *inter alia* of *sali* (agricultural) land measuring 33 (thirty three) decimal, comprised in C.S *Dag* No. 2880, recorded in C.S *khatian* No. 1918, Mouza Patharghata, J.L. No. 36, District 24 Parganas.
- 4.2 By a Deed of Conveyance in Bengali Language (*Kobala*) dated 6th October, 1967, registered in the Office of the Additional District Sub-Registrar, Cossipore Dum Dum, recorded in Book No. I, Volume No. 123, at pages 123 to 124, being Deed No. 8600 for the year 1967, said Mani Mohon Biswas sold, conveyed and transferred the entirety of the *sali* (agricultural) land measuring 33 (thirty three) decimal, comprised in C.S *Dag* No. 2880, recorded in C.S *khatian* No. 1918, Mouza Patharghata, J.L. No. 36, District 24 Parganas unto and in favour of Sukdeb Mondal.
- 4.3 By a Deed of Conveyance in Bengali Language (*Kobala*) dated 27th September, 1974, registered in the Office of the Additional District Sub-Registrar, Cossipore Dum Dum, recorded in Book No. I, Volume No. 128, at pages 218 to 220, being Deed No. 7764 for the year 1974, said Sukdeb Mondal sold, conveyed and transferred the entirety of *sali* (agricultural) land measuring 33 (thirty three) decimal, comprised in C.S *Dag* No. 2880, recorded in C.S *khatian* No. 1918, Mouza Patharghata, J.L. No. 36, District 24 Parganas unto and in favour of Mariyam Neccha Bibi.
- 4.4 In the abovementioned events and circumstances said Mariyam Neccha Bibi became sole and absolute owner of land measuring 33 (thirty three) decimal,

comprised in C.S *Dag* No. 2880, Mouza Patharghata, J.L. No. 36, Police Station Rajarhat, District 24 Parganas.

- 4.5 After promulgation and/or publication of R.S. Records by the concerned Block Land and Land Reform Officer, said C.S *Dag* No. 2880 was divided into two separate R.S. dags whereby (1) land measuring 30 (thirty) decimal out of the Larger Property was recorded in R.S. Dag No. 3191 and (2) land measuring 3 (three) decimal out of the Larger Property was recorded in R.S. Dag No. 3191/3815.
- 4.6 After promulgation and/or publication of L.R. Records said Mariyam Neccha Bibi got her name duly recorded in the L.R. records vide L.R. Khatian No. 2740.
- 4.7 In the abovementioned events and circumstances said Mariyam Neccha Bibi became the sole, absolute and recorded owner of *sali* (agricultural) land measuring 30 (thirty) decimal, comprised in R.S/L.R. Dag No. 3191, recorded under L.R. Khatian No. 2740, Mouza Patharghata, J.L. No. 36, Police Station Rajarhat (presently New Town), District North 24 Parganas (**Fourth Property**).
- 4.8 Mariyam Neccha Bibi being desirous of developing and commercially exploiting the Fourth Property entered into a Development Agreement dated 18th October, 2019 registered in the Office of the Additional District Sub-Registrar, Rajarhat, recorded in Book No. I, Volume No. 1523-2019, at Pages 563493 to 563554, being No. 152314045 for the year 2019 with Naoolin Realcon Private Limited, as per the terms and conditions mentioned therein and subsequently executed a Power Of Attorney dated 12th February, 2020, registered in the Office of the Additional District Sub-Registrar, Rajarhat, recorded in Book No. I, Volume No. 1523-2020, at Pages 148640 to 148662, being Deed No. 152303245 for the year 2020 in favour of Debashis Roy being the director of Naoolin Realcon Private Limited as per the terms of the development agreement.
- 4.9 Mariyam Neccha Bibi, a Muslim governed by the principles of the Mohmeddan Law, died *intestate* (her husband pre-deceased her) on 23rd March, 2020, leaving behind surviving her 6 (six) sons, namely, (1) Md. Minanur Rahaman, (2) Md. Matinur Rahaman, (3) Mosiur Rahaman, (4) Mokhlesur Rahaman Molla, (5) Md. Mijanur Rahaman and (6) Mastafizur Rahaman Molla *alias* Mostafijur Rahaman *alias* Mustafijur Rahaman, as her only legal heirs (collectively **Legal Heirs Of Mariyam**) who jointly and in equal share inherited all the right, title and interest of Late Mariyam Neccha Bibi in the Fourth Property.
- 4.10 In the above mentioned events and circumstances said (1) Md. Minanur Rahaman, (2) Md. Matinur Rahaman, (3) Mosiur Rahaman, (4) Mokhlesur Rahaman Molla, (5) Md. Mijanur Rahaman and (6) Mastafizur Rahaman Molla *alias* Mostafijur Rahaman *alias* Mustafijur Rahaman as joint owners of the Fourth Property have granted development rights to Naoolin Realcon Private Limited.
- 4.11 By virtue of inheritance said Legal Heirs Of Mariyam became the joint owners of the entirety of the Fourth Property and subsequently executed a a Power of Attorney dated 27th November, 2020 registered in the Office of the Additional District Sub-Registrar, Rajarhat, recorded in Book No. I, Volume No. 1523-2020, at Pages 386662 to 386696, being No. 152309776 for the year 2020 in favour of Debashis Roy being the director of Naoolin Realcon Private Limited to carry on the development work of the Said Property as per terms and conditions contemplated in the said development agreement being No. 152314045 for the year 2019.

5. **Ownership of Fifth Property:**

- 5.1 At all material times Daulat Ali Molla, Ahad Ali Molla and Chaulat Ali Molla were the joint and recorded owners of Sali (agricultural) land measuring 78 (seventy eight) decimal, comprised in C.S. Dag No. 2885 corresponding R.S. Dag No. 3196, recorded in C.S. *khatian* No. 1922, Mouza Patharghata, J.L. No. 36, District 24 Parganas (**Larger Property**).
- 5.2 By a Deed of Partition (*Bonton Potro*) in Bengali Language dated 7th May, 1943, registered in the Office of the Cossipore Dum Dum, recorded in Book No. I, Volume No. 17, at Pages 174 to 178, being Deed No. 876 for the year 1943 various properties inter alia the Larger Property was partitioned between Daulat Ali Molla, Ahad Ali Molla and Chaulat Ali Molla and by virtue of the said partition Daulat Ali Molla and Ahad Ali Molla were jointly allotted the Larger Property having equal share therein (i.e. undivided one-half share each).
- 5.3 For the purpose of better enjoyment *inter alia* the said Larger Property, said Daulat Ali Molla and Ahad Ali Molla *inter se* partitioned amongst themselves, *inter alia* the said Larger Property and said Ahad Ali Molla became the absolute owner of the said Larger Property.
- 5.4 Ahad Ali Molla, a Muslim governed by the principles of the Mohmeddan Law, died intestate leaving behind surviving his wife, Goljan Bibi, his 6 (six) sons, namely, (1) Saher Ali Molla (2) Sajed Ali Molla, (3) Majed Ali Molla, (4) Kasem Ali Molla, (5) Hasem Ali Molla and (6) Hakim Ali Molla, his 4 (four) daughters, namely, (1) Sajeda Bibi, (2) Rashida Bibi, (3) Rizia Bibi and (4) Rokeya Bibi as his only legal heirs and heiresses who jointly and in diverse share inherited all the right, title and interest of Late Ahad Ali Molla in the Larger Property.
- 5.5 The legal heirs of Ahad Ali Molla i.e. Goljan Bibi, Saher Ali Molla, Sajed Ali Molla, Kasem Ali Molla, Sajeda Bibi, Rashida Bibi, Rizia Bibi and Rokeya Bibi got their names duly recorded in the L.R. records in respect of their respective share in the Larger Property vide L.R. Khatian Nos. 2747, 2742, 2741, 2744, 2748, 2749, 2750 and 2751 respectively. It is pertinent to mention here that Majed Ali Molla, Hasem Ali Molla and Hakim Ali Molla did not record their names in the L.R. records.
- 5.6 Goljan Bibi being one of the legal heirs Ahad Ali Molla and a Muslim governed by the principles of the Mohmeddan Law, died intestate of leaving behind surviving her 6 (six) sons, namely, (1) Saher Ali Molla (2) Sajed Ali Molla, (3) Majed Ali Molla, (4) Kasem Ali Molla, (5) Hasem Ali Molla and (6) Hakim Ali Molla, his 4 (four) daughters, namely, (1) Sajeda Bibi, (2) Rashida Bibi, (3) Rizia Bibi and (4) Rokeya Bibi who jointly and in diverse share inherited all the right, title and interest of Late Ahad Ali Molla in the Larger Property.
- 5.7 By virtue of inheritance (1) Saher Ali Molla (2) Sajed Ali Molla, (3) Majed Ali Molla, (4) Kasem Ali Molla, (5) Hasem Ali Molla, (6) Hakim Ali Molla, (7) Sajeda Bibi, (8) Rashida Bibi, (9) Rizia Bibi and (10) Rokeya Bibi became the joint owners of the Larger Property in diverse share as tabulated in the chart below.

Sl. No.	Name of Legal Heir	Share inherited (in decimal)
1.	Saher Ali Molla	9.75
2.	Sajed Ali Molla	9.76
3.	Majed Ali Molla	9.76
4.	Kasem Ali Molla	9.76
5.	Hasem Ali Molla	9.75
6.	Hakim Ali Molla	9.74
7.	Sajeda Bibi	4.87

8.	Rashida Bibi	4.87
9.	Rizia Bibi	4.87
10.	Rokeya Bibi	4.87
Total		78

- 5.8 By a Deed of Conveyance dated 10th April, 2014, registered in the Office of the Additional District Sub-Registrar, Rajarhat, recorded in Book No. I, CD Volume No. 7, at pages 1346 to 1369, being Deed No. 04198 for the year 2014, Majed Ali Molla sold, conveyed and transferred land measuring 4.88 (four point eight eight) decimal out his inherited share of 9.76 decimal in the Larger Property in favour of Saroj Jain.
- 5.9 By a Deed of Conveyance dated 14th May, 2014, registered in the Office of the Additional District Sub-Registrar, Rajarhat, recorded in Book No. I, CD Volume No. 9, at pages 1960 to 1980, being Deed No. 05488 for the year 2014, Kasem Ali Molla sold, conveyed and transferred land measuring 4.88 (four point eight eight) decimal out his inherited share of 9.76 decimal in the Larger Property in favour of Prashanta Jain.
- 5.10 By a Deed of Conveyance dated 22nd March, 2016, registered in the Office of the Additional District Sub-Registrar, Rajarhat, recorded in Book No. I, Volume No. 1523-2016, at pages 114032 to 114056, being Deed No. 152303588 for the year 2016, Majed Ali Molla and Kasem Ali Molla jointly sold, conveyed and transferred their remaining share in the Larger Property being land measuring 9.76 (nine point seven six) [i.e. 4.88 decimal each] to (1) Soumendra Natayan Roy, (2) Dilip Kumar Gandhi, (3) Ranjit Kumar Gupta, (4) Kumari Sarita Saha, (5) Almine Anju Zarine, (6) Tukun Kansabanik, (7) Tapas Kumar Banik and (8) Minoo Saif Ali, for the consideration mentioned therein. It is pertinent to mention that Soumendra Narayan Nandi had purchased land measuring 1 (one) decimal and Dilip Kumar Gandhi, Ranjit Kumar Gupta, Kumari Sarita Saha, Almine Anju Zarine, Tukun Kansabanik, Tapas Kumar Banik and Minoo Saif Ali had purchased land measuring 1.25 (one point two five) decimal each by virtue of this Deed.
- 5.11 By a Deed of Conveyance dated 21st June, 2017, registered in the Office of the Additional District Sub-Registrar, Rajarhat, recorded in Book No. I, Volume No. 1523-2017, at pages 158356 to 158375, being Deed No. 152305484 for the year 2017, Dilip Kumar Gandhi sold, conveyed and transferred his purchased share in the Larger Property in favour of Uttam Kumar Majumder.
- 5.12 By a Deed of Conveyance dated 1st October, 2018, registered in the Office of the Additional District Sub-Registrar, Rajarhat, recorded in Book No. I, Volume No. 1523-2018, at pages 363485 to 363526, being Deed No. 152311240 for the year 2018, Saher Ali Molla sold, conveyed and transferred the entirety of his inherited share in the Larger Property being land measuring 9.76 (nine point seven six) decimal to (1) Wasim Raja, (2) Asik Ahmed, (3) Ved Azaan Rahaman, (4) Manishankar Mishra, (5) Nitai Lal Mullick, (6) Imrul Zaman and (7) Md. Moksud Ali Molla, for the consideration mentioned therein. It is pertinent to mention that Asik Ahmed had purchased land measuring 2.50 (two point five zero) decimal and Imrul Zaman had purchased land measuring 1 (one) decimal and the other purchasers being Wasim Raja, Ved Azaan Rahaman, Manishankar Mishra, Nitai Lal Mullick and Md. Moksud Ali Molla had purchased land measuring 1.25 (one point two five) decimal each by virtue of this Deed.
- 5.13 By a Deed of Conveyance dated 3rd December, 2018, registered in the Office of the Additional District Sub-Registrar, Rajarhat, recorded in Book No. I, Volume No. 1523-2018, at pages 441420 to 441461, being Deed No. 152313339 for the year 2018, Hasem Ali Molla sold, conveyed and transferred the entirety of his inherited share in the Larger Property being land measuring 9.75 (nine point

seven five) decimal to (1) Sk. Khairujjaman, (2) Mahammad Didar Box, (3) Ratan Kumar Choudhury, (4) Sk. Mahammad Ali, (5) Sumina Parvin, (6) Susama Haque, (7) Hasanurjamal, (7.1) Shabnam Shah and (8) Prabali Dutta, for the consideration mentioned therein. It is pertinent to mention here that Sk. Khairujjaman had purchased land measuring 1 (one) decimal and (2) Mahammad Didar Box, (3) Ratan Kumar Choudhury, (4) Sk. Mahammad Ali, (5) Sumina Parvin, (6) Susama Haque and Prabali Dutta had purchased land measuring 1.25 (one point two five) decimal each and Hasanurjamal and Shabnam Shah had purchased land measuring 0.625 (zero point six two five) decimal each by virtue of this Deed.

- 5.14 By a Deed of Conveyance dated 17th January, 2019, registered in the Office of the Additional District Sub-Registrar, Rajarhat, recorded in Book No. I, Volume No. 1523-2019, at pages 29407 to 29426, being Deed No. 152300578 for the year 2019, Susama Haque, sold, conveyed and transferred her purchased share being undivided land measuring 1.25 (one point two five) decimal in the Larger Property in favour Kumari Sarita Saha.
- 5.15 By a Deed of Conveyance dated 11th April, 2014, registered in the Office of the Additional District Sub-Registrar, Rajarhat, recorded in Book No. I, CD Volume No. 7, at pages 3551 to 3566, being Deed No. 04292 for the year 2014, Rashida Bibi, Sajeda Bibi and Rijiya Bibi jointly sold, conveyed and transferred undivided land measuring 7.302 (seven point three zero two) out of their total inherited share in the Larger Property [i.e. 14.61 (fourteen point six one) decimal] in favour of Prashanta Jain.
- 5.16 By a Deed of Conveyance registered in the Office of the Additional District Sub-Registrar, Rajarhat, recorded in Book No. I, CD Volume No. 9, at pages 2928 to 2948, being Deed No. 05539 for the year 2014, Rokeya Bibi sold, conveyed and transferred undivided land measuring 2.434 (two point four three four) decimal out of their total inherited share in the Larger Property [i.e. 4.87 (four point eight seven) decimal] in favour of Saroj Jain.
- 5.17 By a Deed of Conveyance dated 22nd March, 2016, registered in the Office of the Additional District Sub-Registrar, Rajarhat, recorded in Book No. I, Volume No. 1523-2016, at pages 114007 to 114031, being Deed No. 152303587 for the year 2016, Rashida Bibi, Sajeda Bibi and Rijiya Bibi, Rokeya Bibi jointly sold, conveyed and transferred their remaining undivided share in the Larger Property i.e. land measuring 9.737 (nine point seven three seven) decimal in favour of Sk. Jasimuddin Mandal.
- 5.18 By a Deed of Conveyance dated 15th June, 2017, registered in the Office of the Additional District Sub-Registrar, Rajarhat, recorded in Book No. I, Volume No. 1523-2017, at pages 149299 to 149322, being Deed No. 152305240 for the year 2017, Sk. Jasimuddin Mandal sold, conveyed and transferred land measuring 2.50 (two point five zero) decimal out of his purchased share [i.e. 9.737 decimal] in the Larger Property in favour of Mintu Majumder and Susanta Deb Burma.
- 5.19 By a Deed of Conveyance dated 7th January, 2019, registered in the Office of the Additional District Sub-Registrar, Rajarhat, recorded in Book No. I, Volume No. 1523-2019, at pages 29314 to 29336, being Deed No. 152300497 for the year 2019, Sk. Jasimuddin Mandal sold, conveyed and transferred undivided land measuring 1.25 (one point two five) decimal out of his purchased share [i.e. 9.737 decimal] in the Larger Property in favour of Sanjay Suman.
- 5.20 Sajed Ali Molla being one of the legal heirs of Ahad Ali Molla and a Muslim governed by the principles of the Mohmeddan Law, died *intestate* of leaving behind surviving his wife Ahuda Bibi, his 3 (three) sons, namely, (1) Sahabuddin Molla (2) Mohiuddin Molla and (3) Atabuddin Molla, his 3 (three) daughters,

namely, (1) Nazira Bibi, (2) Nassima Bibi, and (3) Jahanara Bibi *alias* Janu Bibi as his only legal heirs and heiresses who jointly and in diverse share inherited the undivided share of Late Sajed Ali Molla (i.e. undivided land measuring 9.76 decimal) in the Larger Property. The share of each legal heir is mentioned in the chart below:

Sl. No.	Name of the legal heir	Share (in decimal)
1.	Ahuda Bibi	1.21
2.	Sahabuddin Molla	1.90
2.	Mohiuddin Molla	1.90
3.	Atabuddin Molla	1.90
5.	Nazira Bibi	0.95
6.	Nassima Bibi	0.95
7.	Jahanara Bibi <i>alias</i> Janu Bibi	0.95
Total		9.76

- 5.21 By a Deed of Conveyance dated 23rd December, 2011, registered in the Office of the Additional District Sub-Registrar, Bidhannagar, recorded in Book No. I, CD Volume No. 23, at pages 9192 to 9206, being Deed No. 14478 for the year 2011, Jahanara Bibi *alias* Janu Bibi sold, conveyed and transferred undivided land measuring 0.80 (zero point eight zero) decimal out of her inherited share [i.e. 0.95 decimal] in the Larger Property to Prabir Kumar Mondal.
- 5.22 Prabir Kumar Mondal got his name recorded in the records of the Block Land and Land Reforms Office in respect of his purchased share in the Larger Property vide L.R. Khatian No. 5206.
- 5.23 By a Deed of Conveyance dated 30th December, 2016, registered in the Office of the Additional District Sub-Registrar, Rajarhat, recorded in Book No. I, Volume No. 1523-2017, at pages 1501 to 1549, being Deed No. 152312836 for the year 2016, Ahuda Bibi, Sahabuddin Molla, Mohiuddin Molla, Atabuddin Molla, Nazira Bibi, Nassima Bibi, Jahanara Bibi *alias* Janu Bibi and Prabir Kumar Mondal jointly sold, conveyed and transferred land measuring 9.76 (nine point seven six) decimal out of the Larger Property to (1) Nuruddin Mallick, (2) Joshnara Begum, (3) Parvin Sultana, (4) Sk. Monirul Islam, (5) Ruksana Khatun, (6) Sk. Ali Hossain, (7) Ramjan Ali Sarkar and (8) Sk. Harun Mondal, for the consideration mentioned therein. It is pertinent to mention here that Nuruddin Mallick, Joshnara Begum, Parvin Sultana, Sk. Monirul Islam, Ruksana Khatun, Sk. Ali Hossain and Ramjan Ali Sarkar have purchased land measuring 1.25 (one point two five decimal) each and Sk. Harun Mondal has purchased land measuring 1 (one) decimal through this Deed.
- 5.24 In the abovementioned events and circumstances (1) Jasimuddin Mondal, (2) Tapas Kumar Banik, (3) Minoo Saif Ali, (4) Almine Anju Zarine, (5) Uttam Kumar Majumder, (6) Monirul Islam, (7) Susanta Deb Barma, (8) Joshnara Begum, (9) Tukun Kansabanik, (10) Nuruddin Mallick, (11) Parvin Sultana, (12) Ruksana Khatun, (13) Ramjan Ali Sarkar, (14) Sk. Harun Mondal, (15) Sk. Ali Hussain, (16) Kumari Sarita Saha, (17) Sanjay Suman, (18) Wasim Raja, (19) Ved Azaan Rahaman, (20) Manishankar Mishra *alias* Monishankar Mishra, (21) Netai Lal Mallik, (22) Md. Moksud Ali Molla, (23) Ranjit Kumar Gupta, (24) Kumari Sarita Saha, (25) Sk. Khairujjaman, (26) Mahammad Didar Box, (27) Sk. Hasanur Jamal, (28) Sabnam Shah, (29) Ratan Kumar Choudhury, (30) Sk. Mahammad Ali, (31) Sumina Parvin, (32) Prabali Datta, (33) Saumendra Narayan Roy, (34) Mintu Majumder, (35) Imrul Zaman and (36) Asik Ahmed became the joint owners of land measuring 48.73 (forty eight point seven three) decimal out of 78 (seventy eight) decimal and got their names duly mutated in the records of the Block Land and Land Reforms Office vide L.R. Khatian Nos. 6144, 6149, 6150,

DRAFT

6146, 6574, 6360, 6575, 6359, 6148, 6362, 6355, 6361, 6357, 6356, 6358, 6836, 6835, 5801, 6826, 6827, 6828, 3829, 6164, 6165, 6816, 6818, 6821, 6820, 6819, 6817, 6823, 6824, 6151, 6525, 5804 and 6163 respectively.

- 5.25 In the above mentioned events and circumstances (1) Jasimuddin Mondal, (2) Tapas Kumar Banik, (3) Minoo Saif Ali, (4) Almine Anju Zarine, (5) Uttam Kumar Majumder, (6) Monirul Islam, (7) Susanta Deb Barma, (8) Joshnara Begum, (9) Tukun Kansabanik, (10) Nuruddin Mallick, (11) Parvin Sultana, (12) Ruksana Khatun, (13) Ramjan Ali Sarkar, (14) Sk. Harun Mondal, (15) Sk. Ali Hussain, (16) Kumari Sarita Saha, (17) Sanjay Suman, (18) Wasim Raja, (19) Ved Azaan Rahaman, (20) Manishankar Mishra *alias* Monishankar Mishra, (21) Netai Lal Mallik, (22) Md. Moksud Ali Molla, (23) Ranjit Kumar Gupta, (24) Kumari Sarita Saha, (25) Sk. Khairujjaman, (26) Mahammad Didar Box, (27) Sk. Hasanur Jamal, (28) Sabnam Shah, (29) Ratan Kumar Choudhury, (30) Sk. Mahammad Ali, (31) Sumina Parvin, (32) Prabali Datta, (33) Saumendra Narayan Roy, (34) Mintu Majumder, (35) Imrul Zaman and (36) Asik Ahmed became the joint owners of land measuring 48.73 (forty eight point seven three) decimal out of 78 (seventy eight) decimal, comprised in R.S/L.R. Dag No. 3196, recorded in L.R. Khatian Nos. 6144, 6149, 6150, 6146, 6574, 6360, 6575, 6359, 6148, 6362, 6355, 6361, 6357, 6356, 6358, 6836, 6835, 5801, 6826, 6827, 6828, 3829, 6164, 6165, 6816, 6818, 6821, 6820, 6819, 6817, 6823, 6824, 6151, 6525, 5804 and 6163 Mouza Patharghata, J.L. No. 36, Police Station Rajarhat (presently New Town), District North 24 Parganas (**Fifth Property**). The land area of each of the owner in the Said Property is detailed in the chart below:

Sl. No.	Name of the Owner	L.R. Khatian no.	Purchased Area (in Dec.)	Mutated Area (in Dec.)
1.	Jasimuddin Mondal	6144	9.737	5.9904
2.	Tapas Kumar Banik	6149	1.25	1.248
3.	Minoo Saif Ali	6150	1.25	1.248
4.	Almine Anju Zarine	6146	1.25	1.248
5.	Uttam Kumar Majumder	6574	1.25	1.248
6.	Monirul Islam	6360	1.25	1.248
7.	Susanta Deb Barma	6575	1.25	1.248
8.	Joshnara Begum	6359	1.25	1.248
9.	Smt. Tukun Kansabanik	6148	1.25	1.248
10.	Nuruddin Mallick	6362	1.25	1.248
11.	Parvin Sultana	6355	1.25	1.248
12.	Ruksana Khatun	6361	1.25	1.248
13.	Ramjan Ali Sarkar	6357	1.25	1.2558
14.	Sk. Harun Mondal.	6356	1	0.9984
15.	Sk. Ali Hussain	6358	1.25	1.2558
16.	Kumari Sarita Saha	6836	1.25	1.248
17.	Sanjay Suman	6835	1.25	1.248
18.	Wasim Raja	5801	1.25	1.2636
19.	Ved Azaan Rahaman	6826	1.25	1.2636
20.	Manishankar Mishra <i>alias</i> Monishankar Mishra	6827	1.25	1.2714
21.	Netai Lal Mallik	6828	1.25	1.2714
22.	Md. Moksud Ali Molla	6829	1.25	1.2402
23.	Ranjit Kumar Gupta	6164	1.25	1.248
24.	Kumari Sarita Saha	6165	1.25	1.248

25.	Sk. Khairujjaman	6816	1	1.014
26.	Mahammad Didar Box	6818	1.25	1.248
27.	Sk. Hasanur Jamal	6821	0.625	0.6318
28.	Sabnam Shah	6820	0.625	0.6318
29.	Ratan Kumar Choudhury	6819	1.25	1.248
30.	Sk. Mahammad Ali	6817	1.25	1.248
31.	Sumina Parvin	6823	1.25	1.248
32.	Prabali Datta	6824	1.25	1.2324
33.	Saumendra Narayan Roy	6151	1.00	1.0062
34.	Mintu Majumder	6525	1.25	1.248
35.	Imrul Zaman	5804	1.00	0.975
36.	Asik Ahmed	6163	2.50	2.4726

- 5.26 Jasimuddin Mandal being desirous of developing and commercially exploiting his share in various properties inter-alia his share in the Fifth Property entered into a Development Agreement and Power Of Attorney dated 25th January, 2019 registered in the Office of the Additional District Sub-Registrar, Rajarhat, recorded in Book No. I, Volume No. 1523-2019, at Pages 60122 to 60173, being Deed No. 152301407 for the year 2019 with Naoolin Realcon Private Limited, as per the terms and conditions mentioned therein.
- 5.27 Tapas Kumar Banik being desirous of developing and commercially exploiting his share in various properties inter-alia his share in the Fifth Property entered into a Development Agreement and Power Of Attorney dated 3rd October, 2018 registered in the Office of the Additional District Sub-Registrar, Rajarhat, recorded in Book No. I, Volume No. 1523-2018, at Pages 377373 to 377436, being Deed No. 152311507 for the year 2018 with Naoolin Realcon Private Limited, as per the terms and conditions mentioned therein.
- 5.28 Minoo Saif Ali and Almine Anju Zarine being desirous of developing and commercially exploiting their shares in various properties inter-alia their share in the Fifth Property entered into a Development Agreement dated 14th September, 2018 registered in the Office of the Additional District Sub-Registrar, Rajarhat, recorded in Book No. I, Volume No. 1523-2018, at Pages 395215 to 395287, being Deed No. 152310847 for the year 2018 with Naoolin Realcon Private Limited and subsequently executed a Power Of Attorney dated 27th September, 2018, registered in the Office of the Additional District Sub-Registrar, Rajarhat, recorded in Book No. I, Volume No. 1523-2018, at Pages 377052 to 377097, being Deed No. 152311517 for the year 2018, as per the terms of the development agreement.
- 5.29 Uttam Kumar Majumder, Monirul Islam and Susanta Deb Barma being desirous of developing and commercially exploiting their share in various properties inter-alia their share in the Fifth Property entered into a Development Agreement and Power Of Attorney dated 29th October, 2018 registered in the Office of the Additional District Sub-Registrar, Rajarhat, recorded in Book No. I, Volume No. 1523-2018, at Pages 402033 to 402132, being Deed No. 152312177 for the year 2018 with Naoolin Realcon Private Limited, as per the terms and conditions mentioned therein.
- 5.30 Joshnara Begum and Tukun Kansabanik being desirous of developing and commercially exploiting their share in various properties inter-alia their share in the Fifth Property entered into a Development Agreement and Power Of Attorney dated 12th October, 2018 registered in the Office of the Additional District Sub-Registrar, Rajarhat, recorded in Book No. I, Volume No. 1523-2018, at Pages

401897 to 401955, being Deed No. 152312161 for the year 2018 with Naoolin Realcon Private Limited, as per the terms and conditions mentioned therein.

- 5.31 Nuruddin Mallick, Parvin Sultana, Ruksana Khatun, Ramjan Ali Sarkar and Sk. Harun Mondal., being desirous of developing and commercially exploiting their share in various properties inter-alia their share in the Fifth Property jointly entered into a Development Agreement and Power Of Attorney dated 24th September, 2018 registered in the Office of the Additional District Sub-Registrar, Rajarhat, recorded in Book No. I, Volume No. 1523-2018, at Pages 370982 to 371061, being Deed No. 152311204 for the year 2018 with Naoolin Realcon Private Limited, as per the terms and conditions mentioned therein.
- 5.32 Sk. Ali Hussain being desirous of developing and commercially exploiting his share in various properties inter-alia his share in the Fifth Property entered into a Development Agreement and Power Of Attorney dated 12th November, 2018 registered in the Office of the Additional District Sub-Registrar, Rajarhat, recorded in Book No. I, Volume No. 1523-2019, at Pages 60192 to 60254, being Deed No. 152301395 for the year 2019 with Naoolin Realcon Private Limited as per the terms and conditions mentioned therein.
- 5.33 Kumari Sarita Saha and Sanjay Suman, being desirous of developing and commercially exploiting their share in the Fifth Property jointly entered into a Development Agreement and Power Of Attorney dated 25th January, 2019 registered in the Office of the Additional District Sub-Registrar, Rajarhat, recorded in Book No. I, Volume No. 1523-2019, at Pages 67856 to 67904, being Deed No. 152301637 for the year 2019 with Naoolin Realcon Private Limited, as per the terms and conditions mentioned therein.
- 5.34 Wasim Raja, Ved Azaan Rahaman, Manishankar Mishra *alias* Monishankar Mishra, Netai Lal Mallik, Md. Moksud Ali Molla, Ranjit Kumar Gupta, Kumari Sarita Saha, being desirous of developing and commercially exploiting their share in the Fifth Property jointly entered into a Development Agreement and Power Of Attorney dated 12th December, 2018 registered in the Office of the Additional District Sub-Registrar, Rajarhat, recorded in Book No. I, Volume No. 1523-2019, at Pages 119478 to 119544, being Deed No. 152303055 for the year 2019 with Naoolin Realcon Private Limited, as per the terms and conditions mentioned therein.
- 5.35 Sk. Khairujjaman, Mahammad Didar Box, Sk. Hasanur Jamal and Sabnam Shah being desirous of developing and commercially exploiting their share in the Fifth Property jointly entered into a Development Agreement and Power Of Attorney dated 27th December, 2018 registered in the Office of the Additional District Sub-Registrar, Rajarhat, recorded in Book No. I, Volume No. 1523-2019, at Pages 119420 to 119477, being Deed No. 152303063 for the year 2019 with Naoolin Realcon Private Limited, as per the terms and conditions mentioned therein.
- 5.36 Ratan Kumar Choudhury, Sk. Mahammad Ali, Sumina Parvin, Prabali Datta, being desirous of developing and commercially exploiting their share in the Fifth Property jointly entered into a Development Agreement and Power Of Attorney dated 21st January, 2019 registered in the Office of the Additional District Sub-Registrar, Rajarhat, recorded in Book No. I, Volume No. 1523-2019, at Pages 130087 to 130147, being Deed No. 152303364 for the year 2019 with Naoolin Realcon Private Limited, as per the terms and conditions mentioned therein.
- 5.37 Soumendra Narayan Roy, being desirous of developing and commercially exploiting his share in various properties inter-alia his share in the Fifth Property entered into a Development Agreement and Power Of Attorney dated 14th November, 2018 registered in the Office of the Additional District Sub-

Registrar, Rajarhat, recorded in Book No. I, Volume No. 1523-2019, at Pages 52113 to 52163, being Deed No. 152301153 for the year 2019 with Naoolin Realcon Private Limited, as per the terms and conditions mentioned therein.

- 5.38 Mintu Majumder, being desirous of developing and commercially exploiting his share in various properties inter-alia his share in the Fifth Property entered into a Development Agreement and Power Of Attorney dated 20th November, 2018 registered in the Office of the Additional District Sub-Registrar, Rajarhat, recorded in Book No. I, Volume No. 1523-2019, at Pages 60529 to 60588, being Deed No. 152301393 for the year 2019 with Naoolin Realcon Private Limited, as per the terms and conditions mentioned therein.
- 5.39 Imrul Zaman and Asik Ahmed, being desirous of developing and commercially exploiting their share in various properties inter-alia their share in the Fifth Property jointly entered into a Development Agreement and Power Of Attorney dated 4th December, 2018 registered in the Office of the Additional District Sub-Registrar, Rajarhat, recorded in Book No. I, Volume No. 1523-2019, at Pages 119545 to 119609, being Deed No. 152303054 for the year 2019 with Naoolin Realcon Private Limited, as per the terms and conditions mentioned therein.
- 5.40 In the above mentioned events and circumstances said (1) Jasimuddin Mondal, (2) Tapas Kumar Banik, (3) Minoos Saif Ali, (4) Almine Anju Zarine, (5) Uttam Kumar Majumder, (6) Monirul Islam, (7) Susanta Deb Barma, (8) Joshnara Begum, (9) Tukun Kansabanik, (10) Nuruddin Mallick, (11) Parvin Sultana, (12) Ruksana Khatun, (13) Ramjan Ali Sarkar, (14) Sk. Harun Mondal, (15) Sk. Ali Hussain, (16) Kumari Sarita Saha, (17) Sanjay Suman, (18) Wasim Raja, (19) Ved Azaan Rahaman, (20) Manishankar Mishra *alias* Monishankar Mishra, (21) Netai Lal Mallik, (22) Md. Moksud Ali Molla, (23) Ranjit Kumar Gupta, (24) Kumari Sarita Saha, (25) Sk. Khairujjaman, (26) Mahammad Didar Box, (27) Sk. Hasanur Jamal, (28) Sabnam Shah, (29) Ratan Kumar Choudhury, (30) Sk. Mahammad Ali, (31) Sumina Parvin, (32) Prabali Datta, (33) Saumendra Narayan Roy, (34) Mintu Majumder, (35) Imrul Zaman and (36) Asik Ahmed as joint owners of the Fifth Property have granted development rights to Naoolin Realcon Private Limited.

6. Ownership of Sixth Property:

- 6.1 At all material time (1) Nirmal Chandra Biswas (2) Bimal Chandra Biswas, (3) Santosh Kumar Biswas, (4) Kshitish Chandra Biswas and (5) Satish Chandra Biswas were the Joint, absolute and recorded owners of Sali (agricultural) land measuring 20.5 (twenty point five) decimal, comprised in R.S. Dag No. 151, recorded in R.S. Khatian No. 389, Mouza Chapna, J.L. No. 35, Police Station Rajarhat, District 24 Parganas (**Larger Property**).
- 6.2 After publication of L.R. Record (1) Nirmal Chandra Biswas (2) Bimal Chandra Biswas, (3) Santosh Kumar Biswas, (4) Kshitish Chandra Biswas and (5) Satish Chandra Biswas got their names duly recorded in the L.R. records in respect of their respective share in the Larger Property (i.e. 4.10 decimal each) vide L.R. Khatian Nos. 367, 431, 651, 779 and 648 respectively.
- 6.3 Bimal Chandra Biswas, a Hindu governed by the principles of the Hindu Succession Act, 1956, died intestate leaving behind surviving his wife, Sachi Biswas, his 2 (two) sons, namely, (1) Subrata Biswas and (2) Barun Biswas, his 3 (three) daughters, namely, (1) Shyamali Biswas, (2) Jhuma Biswas and (3) Ruma Biswas as his only legal heirs and heiresses who jointly and equal share inherited all the right, title and interest of Late Bimal Chandra Biswas in the Larger Property.

- 6.4 Santosh Kumar Biswas, a Hindu governed by the principles of the Hindu Succession Act, 1956, died intestate leaving behind surviving his wife, Maya Biswas, his son, Amit Biswas and his 2 (two) daughters, namely, (1) Sutapa Biswas and (2) Rakhi Biswas as his only legal heir and heiresses who jointly and equal share inherited all the right, title and interest of Late Santosh Kumar Biswas in the Larger Property.
- 6.5 Kshitish Chandra Biswas, a Hindu governed by the principles of the Hindu Succession Act, 1956, died intestate leaving behind surviving his wife, Subhadra Biswas, his son, Nimai Kumar Biswas and 1 (one) daughter, Putul Roy as his only legal heir and heiresses who jointly and equal share inherited all the right, title and interest of Late Kshitish Chandra Biswas in the Larger Property.
- 6.6 Satish Chandra Biswas, a Hindu governed by the principles of the Hindu Succession Act, 1956, died intestate leaving behind surviving his wife, Ratna Bala Biswas, his 3 (three) sons, namely, (1) Basudeb Biswas (2) Biswajit Biswas and (3) Indrajit Biswas and 4 (four) daughters, namely, (1) Lakshi Rani Biswas, (2) Lipika Biswas, (3) Jayabati Biswas and (4) Dipika Biswas as his only legal heirs and heiresses who jointly and equal share inherited all the right, title and interest of Late Satish Chandra Biswas in the Larger Property.
- 6.7 In the abovementioned circumstances and by virtue of inheritance (1) Nirmal Chandra Biswas, (2) Sachi Biswas, (3) Subrata Biswas, (4) Barun Biswas, (5) Shyamali Biswas, (6) Jhuma Biswas, (7) Ruma Biswas, (8) Maya Biswas, (9) Amit Biswas, (10) Sutapa Biswas, (11) Rakhi Biswas, (12) Subhadra Biswas, (13) Nimai Kumar Biswas, (14) Putul Roy, (15) Ratna Bala Biswas, (16) Basudeb Biswas, (17) Biswajit Biswas, (18) Indrajit Biswas, (19) Lakshi Rani Biswas, (20) Lipika Biswas, (21) Jayabati Biswas and (22) Dipika Biswas (collectively **Nirmal Chandra & Ors.**) became the joint owners of the Larger Property i.e. sali (agricultural) land measuring 20.50 (twenty point five zero) decimal, more or less, comprised in R.S/L.R. Dag No. 151, recorded in L.R. Khatian Nos. 367, 431, 651, 779 and 648, Mouza Chapna, J.L. No. 35, Police Station Newtown (formerly Rajarhat), District North 24 Parganas.
- 6.8 By a Deed of Conveyance dated 7th August, 2013, registered in the Office of the Additional District Sub-Registrar, Rajarhat, recorded in Book No. I, CD Volume No. 14, at pages 8458 to 8499, being Deed No. 09717 for the year 2013, Nirmal Chandra & Ors., jointly sold, conveyed and transferred land measuring 20 (twenty) decimal out of the Larger Property to (1) Md. Amzad Hossain, (2) Md. Faruk Hossain, (3) Nowaz Imtiaz Haider, (4) Wasim Raja, (5) Abdur Rajjak, (6) Sk. Jasimuddin Mandal, (7) Rebeka Khatun, (8) Quazi Taheruzzaman, (9) Abu Md. Nasiruddin, (10) Md. Imtiaz Hossain, (11) Abdur Latif, (12) Subrata Dey, (13) Alak Bhattacharya, (14) Arjun Kumar De, (15) Tapas Kumar Choudhury and (16) Soumendra Narayan Roy, for the consideration mentioned therein.
- 6.9 Subsequent to the above purchase (1) Md. Amzad Hossain got his name recorded in the records of the Block Land and Reforms Office in respect of his share in the Larger Property vide L.R. Khatian No. 1024 (2) Md. Faruk Hossain got his name recorded in the records of the Block Land and Reforms Office in respect of his share in the Larger Property vide L.R. Khatian No. 1025 (3) Nowaz Imtiaz Haider got his name recorded in the records of the Block Land and Reforms Office in respect of his share in the Larger Property vide L.R. Khatian No. 1026 (4) Wasim Raja got his name recorded in the records of the Block Land and Reforms Office in respect of his share in the Larger Property vide L.R. Khatian No. 1027 (5) Abdur Rajjak got his name recorded in the records of the Block Land and Reforms Office in respect of his share in the Larger Property vide L.R. Khatian No. 1028 (6) Sk. Jasimuddin Mandal got his name recorded in the records of the Block Land and Reforms Office in respect of his share in the Larger Property vide L.R. Khatian No. 1029 (7) Rebeka Khatun got her name recorded in the records

of the Block Land and Reforms Office in respect of her share vide L.R. Khatian No. 1016 **(8)** Quazi Taheruzzaman got his name recorded in the records of the Block Land and Reforms Office in respect of his share in the Larger Property vide L.R. Khatian No. 1030 **(9)** Md. Imtiaz Hossain got his name recorded in the records of the Block Land and Reforms Office in respect of his share in the Larger Property vide L.R. Khatian No. 1026 **(10)** Abdur Latif got his name recorded in the records of the Block Land and Reforms Office in respect of his share in the Larger Property vide L.R. Khatian No. 1023 **(11)** Subrata Dey got his name recorded in the records of the Block Land and Reforms Office in respect of his share in the Larger Property vide L.R. Khatian No. 1022 **(12)** Alak Bhattacharya got his name recorded in the records of the Block Land and Reforms Office in respect of his share in the Larger Property vide L.R. Khatian No. 1018 **(13)** Arjun Kumar De got his name recorded in the records of the Block Land and Reforms Office in respect of his share in the Larger Property vide L.R. Khatian No. 1019 **(14)** Tapas Kumar Choudhury got his name recorded in the records of the Block Land and Reforms Office in respect of his share in the Larger Property vide L.R. Khatian No. 1020 and **(15)** Soumendra Narayan Roy got his name recorded in the records of the Block Land and Reforms Office in respect of his share in the Larger Property vide L.R. Khatian No. 1021.

- 6.10 By a Deed of Sale dated 25th October, 2013, registered in the Office of the Additional District Sub-Registrar, Rajarhat, recorded in Book No. I, CD Volume No. 18, at Pages 4592 to 4608, being Deed No. 12398 for the year 2013, Abu Md. Nasiruddin sold, conveyed and transferred his various properties inter-alia his share in the Larger Property to Monira Begum, for the consideration mentioned therein.
- 6.11 Monira Begum got her name recorded in the records of the Block Land and Land Reforms Office in respect of her purchased share in the Larger Property vide L.R. Khatian No. 1059.
- 6.12 In the abovementioned events and circumstances **(1)** Md. Faruk Hossain, **(2)** Nowaz Imtiaz Haider, **(3)** Wasim Raja, **(4)** Sk. Jasimuddin Mandal, **(5)** Rebeka Khatun, **(6)** Quazi Taheruzzaman, **(7)** Monira Begum, **(8)** Md. Imtiaz Hossain, **(9)** Abdur Latif, **(10)** Subrata Dey, **(11)** Alak Bhattacharya, **(12)** Arjun Kumar De, **(13)** Tapas Kumar Choudhury and **(14)** Soumendra Narayan Roy became the joint owners of the Said Property i.e. undivided land measuring 17.50 (seventeen point five zero) decimal out of 41 (forty one) decimal, comprised in R.S/L.R. Dag No. 151, Mouza Chapna, J.L. No. 35, Police Station New Town (formerly Rajarhat), District North 24 Parganas.

The land area of each of the owner in the Said Property is detailed in the chart below:

Sl. No.	Name of the purchaser	L.R. Khatian No.	Purchased Area (in Dec.)	Mutated Area (in Dec.)
1.	Jasimuddin Mondal	1029	1.25	1.2792
2.	Subrata Dey	1022	1.25	1.2833
3.	Wasim Raja	1027	1.25	1.2792
4.	Faruk Hussain	1025	1.25	1.2792
5.	Md. Imtiaz Hossain	1031	1.25	1.2833
6.	Monira Begum	1059	1.25	1.2464
7.	Nowaz Imtiaz Haider	1026	1.25	1.2792
8.	Quazi Taheruzzaman	1030	1.25	1.2792
9.	Dr. Arjun Kumar De	1019	1.25	1.2833

DRAFT

10.	Rebeka Khatun	1016	1.25	1.2792
11.	Alak Bhattacharya	1018	1.25	1.2833
12.	Tapas Kumar Choudhury	1020	1.25	1.2833
13.	Dr. Abdur Latif	1023	1.25	1.2833
14.	Saumendra Narayan Roy	1021	1.25	1.2833

- 6.13 Jasimuddin Mandal being desirous of developing and commercially exploiting his share in various properties inter-alia his share in the Said Property entered into a Development Agreement and Power Of Attorney dated 25th January, 2019 registered in the Office of the Additional District Sub-Registrar, Rajarhat, recorded in Book No. I, Volume No. 1523-2019, at Pages 60122 to 60173, being Deed No. 152301407 for the year 2019 with Naoolin Realcon Private Limited, as per the terms and conditions mentioned therein.
- 6.14 Subrata Dey being desirous of developing and commercially exploiting his share in various properties inter-alia his share in the Said Property entered into a Development Agreement and Power Of Attorney dated 3rd October, 2018 registered in the Office of the Additional District Sub-Registrar, Rajarhat, recorded in Book No. I, Volume No. 1523-2018, at Pages 377373 to 377436, being Deed No. 152311507 for the year 2018 with Naoolin Realcon Private Limited, as per the terms and conditions mentioned therein
- 6.15 Md. Faruk Hossain and Wasim Raja being desirous of developing and commercially exploiting their shares in various properties inter-alia their share in the Said Property entered into a Development Agreement dated 14th September, 2018 registered in the Office of the Additional District Sub-Registrar, Rajarhat, recorded in Book No. I, Volume No. 1523-2018, at Pages 395215 to 395287, being Deed No. 152310847 for the year 2018 with Naoolin Realcon Private Limited and subsequently executed a Power Of Attorney dated 27th September, 2018, registered in the Office of the Additional District Sub-Registrar, Rajarhat, recorded in Book No. I, Volume No. 1523-2018, at Pages 377052 to 377097, being Deed No. 152311517 for the year 2018, as per the terms of the development agreement
- 6.16 Md. Imtiaz Hossain and Abdur Rajjak being desirous of developing and commercially exploiting their share in various properties inter-alia their share in the Said Property entered into a Development Agreement and Power Of Attorney dated 29th October, 2018 registered in the Office of the Additional District Sub-Registrar, Rajarhat, recorded in Book No. I, Volume No. 1523-2018, at Pages 402033 to 402132, being Deed No. 152312177 for the year 2018 with Naoolin Realcon Private Limited, as per the terms and conditions mentioned therein
- 6.17 Monira Begum being desirous of developing and commercially exploiting her share in various properties inter-alia her share in the Said Property entered into a Development Agreement and Power Of Attorney dated 12th October, 2018 registered in the Office of the Additional District Sub-Registrar, Rajarhat, recorded in Book No. I, Volume No. 1523-2018, at Pages 401897 to 401955, being Deed No. 152312161 for the year 2018 with Naoolin Realcon Private Limited, as per the terms and conditions mentioned therein
- 6.18 Nowaz Imtiaz Haider, Quazi Taheruzzaman, Arjun Kumar De being desirous of developing and commercially exploiting their share in various properties inter-alia their share in the Said Property jointly entered into a Development Agreement and Power Of Attorney dated 24th September, 2018 registered in the Office of the Additional District Sub-Registrar, Rajarhat, recorded in Book No. I, Volume No. 1523-2018, at Pages 370982 to 371061, being Deed No. 152311204 for the year 2018 with Naoolin Realcon Private Limited, as per the terms and conditions mentioned therein

- 6.19 Rebeka Khatun, Alak Bhattacharya and Tapas Kumar Choudhury being desirous of developing and commercially exploiting their share in various properties inter-alia their share in the Said Property jointly entered into a Development Agreement and Power Of Attorney dated 12th November, 2018 registered in the Office of the Additional District Sub-Registrar, Rajarhat, recorded in Book No. I, Volume No. 1523-2019, at Pages 60192 to 60254, being Deed No. 152301395 for the year 2019 with Naoolin Realcon Private Limited as per the terms and conditions mentioned therein
- 6.20 Abdur Latif being desirous of developing and commercially exploiting his share in various properties inter-alia his share in the Said Property entered into a Development Agreement and Power Of Attorney dated 16th November, 2018 registered in the Office of the Additional District Sub-Registrar, Rajarhat, recorded in Book No. I, Volume No. 1523-2019, at Pages 60589 to 60638, being Deed No. 152301390 for the year 2019 with Naoolin Realcon Private Limited as per the terms and conditions mentioned therein
- 6.21 Soumendra Narayan Roy being desirous of developing and commercially exploiting his share in various properties inter-alia his share in the Said Property entered into a Development Agreement and Power Of Attorney dated 14th November, 2018 registered in the Office of the Additional District Sub-Registrar, Rajarhat, recorded in Book No. I, Volume No. 1523-2019, at Pages 52113 to 52163, being Deed No. 152301153 for the year 2019 with Naoolin Realcon Private Limited, as per the terms and conditions mentioned therein
- 6.22 In the above mentioned events and circumstances said (1) Md. Faruk Hossain, (2) Nowaz Imtiaz Haider, (3) Wasim Raja, (4) Sk. Jasimuddin Mandal, (5) Rebeka Khatun, (6) Quazi Taheruzzaman, (7) Monira Begum, (8) Md. Imtiaz Hossain, (9) Abdur Latif, (10) Subrata Dey, (11) Alak Bhattacharya, (12) Arjun Kumar De, (13) Tapas Kumar Choudhury, (14) Soumendra Narayan Roy and (15) Abdur Rajjak as joint owners of the Said Property have granted development rights to Naoolin Realcon Private Limited

7. Ownership of Seventh Property:

- 7.1 At all material times one Moni Mohan Biswas was the sole, absolute and recorded owner of *sali* (agricultural) land measuring 11 (eleven) decimal, comprised in C.S. Dag No. 2881 corresponding R.S. Dag No. 3192, recorded in C.S. *Khatian* No. 1918, Mouza Patharghata, J.L. No. 36, District 24 Parganas (**Seventh Property**).
- 7.2 By virtue of an oral gift Moni Mohan Biswas had gifted and bequeathed the entirety of the Seventh Property to Durga Charan Chattapadhyay who was his family priest, who subsequently recorded his name in the Government records.
- 7.3 Durga Charan Chattapadhyay orally relinquished his right, title and interest in the Seventh Property in favour of Moni Mohan Biswas.
- 7.4 By a Deed of Sale in Bengali Language (*Kobala*) dated 1st December, 1989, registered in the Office of the Additional District Sub-Registrar, Bidhannagar, recorded in Book No. I, being Deed No. 642 for the year 1989, Moni Mohan Biswas sold, conveyed and transferred the entirety of the Seventh Property to Abdul Jabbar Molla, for the consideration mentioned therein.
- 7.5 Abdul Jabbar Molla got his name duly recorded in the L.R. records vide L.R. *Khatian* No. 2760 in respect of the Seventh Property.

- 7.6 By a Deed of Conveyance dated 21st April, 2014, registered in the Office of the Additional District Sub-Registrar, Rajarhat, recorded in Book No. I, CD Volume No. 7, at pages 6375 to 6393, being Deed No. 04431 for the year 2014, Abdul Jabbar Molla sold, conveyed and transferred the entirety of the Seventh Property to (1) Muslima Bibi Molla, (2) Imrul Zaman, (3) Nowaz Imtiaz Haider, (4) Abdul Azim Mandal, (5) Wasim Raja being represented by his constituted attorney Mst. Nasiha Begum, (6) Alisha Parween being represented by her constituted attorney Mst. Nasiha Begum, (7) Sk. Jasimuddin Mandal and (8) Abdur Rajjak, for the consideration mention therein. It is pertinent to mention that Muslima Bibi Molla has purchased undivided 2/7th share i.e. land measuring 3.14 (three point one four) decimal and Imrul Zaman, Nowaz Imtiaz Haider, Abdul Azim Mandal has purchased undivided 1/7th share each i.e. land measuring 1.57 (one point five seven) decimal each and Wasim Raja, Alisha Parween, Sk. Jasimuddin Mandal and Abdur Rajjak has purchased undivided 1/14th share each i.e. land measuring 0.7857 (zero point seven eight five seven) decimal each through this Deed.
- 7.7 By a Deed of Conveyance dated 15th June, 2017, registered in the Office of the Additional District Sub-Registrar, Rajarhat, recorded in Book No. I, Volume No. 1523-2017, at pages 149276 to 149298, being Deed No. 152305225 for the year 2017, Jasimuddin Mondal and Muslima Bibi Molla jointly sold, conveyed and transferred land measuring 2.50 (two point five zero) decimal to Biswajit Saha and Bipasha Saha, for the consideration mentioned therein. It is pertinent to mention that (1) Jasimuddin Mandal has sold his entire share in the Seventh Property and Muslima Bibi has sold land measuring 1.7146 (one point seven one four six) decimal out of her purchased share of 3.1428 decimal through this Deed.
- 7.8 In the abovementioned events and circumstances (1) Biswajit Saha, (2) Bipasa Saha, (3) Wasim Raja, (4) Alisha Parween, (5) Muslima Bibi Molla, (6) Nowaz Imtiaz Haider, (7) Abdul Azim Mondal, (8) Imrul Zaman and (9) Abdur Rajjak became the joint owners of the Said Property and got their names mutated in the Block Land and Land Reforms Office vide L.R. Khatian Nos. 6524, 6526, 5801, 5784, 5805, 5803, 5802, 5804 and 5780 respectively.
- 7.9 In the abovementioned events and circumstances (1) Biswajit Saha, (2) Bipasa Saha, (3) Wasim Raja, (4) Alisha Parween, (5) Muslima Bibi Molla, (6) Nowaz Imtiaz Haider, (7) Abdul Azim Mondal, (8) Imrul Zaman and (9) Abdur Rajjak became the joint owners of the Said Property. The share of each of the owner in the Sixth Property is tabulated below:

SL. No.	Name of the Legal Heir	Share Inherited (in decimal)
1.	Biswajit Saha	1.25
2.	Bipasa Saha	1.25
3.	Wasim Raja	0.7857
4.	Alisha Parween	0.7857
5.	Muslima Bibi Molla	1.4282
6.	Nowaz Imtiaz Haider	1.57
7.	Abdul Azim Mondal	1.57
8.	Imrul Zaman	1.57
9.	Abdur Rajjak	0.7857

- 7.10 Biswajit Saha and Bipasa Saha being desirous of developing and commercially exploiting their share in various properties inter-alia their share in the Said Property entered into a Development Agreement and Power Of Attorney dated 3rd October, 2018 registered in the Office of the Additional District Sub-Registrar, Rajarhat, recorded in Book No. I, Volume No. 1523-2018, at Pages 377373 to

377436, being Deed No. 1523011507 for the year 2018 with Naoolin Realcon Private Limited, as per the terms and conditions mentioned therein

- 7.11 Wasim Raja, Alisha Parween and Muslima Bibi Molla being desirous of developing and commercially exploiting their shares in various properties inter-alia their share in the Said Property entered into a Development Agreement dated 14th September, 2018 registered in the Office of the Additional District Sub-Registrar, Rajarhat, recorded in Book No. I, Volume No. 1523-2018, at Pages 395215 to 395287, being Deed No. 152310847 for the year 2018 with Naoolin Realcon Private Limited and subsequently executed a Power Of Attorney dated 27th September, 2018, registered in the Office of the Additional District Sub-Registrar, Rajarhat, recorded in Book No. I, Volume No. 1523-2018, at Pages 377052 to 377097, being Deed No. 152311517 for the year 2018, as per the terms of the development agreement
- 7.12 Nowaz Imtiaz Haider, being desirous of developing and commercially exploiting his share in various properties inter-alia his share in the Said Property entered into a Development Agreement and Power Of Attorney dated 24th September, 2018 registered in the Office of the Additional District Sub-Registrar, Rajarhat, recorded in Book No. I, Volume No. 1523-2018, at Pages 370982 to 371061, being Deed No. 152311204 for the year 2018 with Naoolin Realcon Private Limited, as per the terms and conditions mentioned therein
- 7.13 Abdul Azim Mondal, being desirous of developing and commercially exploiting his share in the Said Property entered into a Development Agreement and Power Of Attorney dated 5th February, 2019 registered in the Office of the Additional District Sub-Registrar, Rajarhat, recorded in Book No. I, Volume No. 1523-2019, at Pages 119720 to 119769, being Deed No. 152303053 for the year 2019 with Naoolin Realcon Private Limited, as per the terms and conditions mentioned therein.
- 7.14 Imrul Zaman, being desirous of developing and commercially exploiting his share in various properties inter-alia his share in the Sixth Property entered into a Development Agreement and Power Of Attorney dated 20th November, 2018 registered in the Office of the Additional District Sub-Registrar, Rajarhat, recorded in Book No. I, Volume No. 1523-2019, at Pages 60529 to 60588, being Deed No. 152301393 for the year 2019 with Naoolin Realcon Private Limited, as per the terms and conditions mentioned therein.
- 7.15 Abdur Rajjak, being desirous of developing and commercially exploiting his share in various properties inter-alia his share in the Said Property entered into a Development Agreement and Power Of Attorney dated 29th October, 2018 registered in the Office of the Additional District Sub-Registrar, Rajarhat, recorded in Book No. I, Volume No. 1523-2018, at Pages 402033 to 402132, being Deed No. 152312177 for the year 2018 with Naoolin Realcon Private Limited, as per the terms and conditions mentioned therein.
- 7.16 In the above mentioned events and circumstances the said **(1)** Biswajit Saha, **(2)** Bipasa Saha, **(3)** Wasim Raja, **(4)** Alisha Parween, **(5)** Muslima Bibi Molla, **(6)** Nowaz Imtiaz Haider, **(7)** Abdul Azim Mondal, **(8)** Imrul Zaman and **(9)** Abdur Rajjak as joint owners of the Seventh Property and have granted development rights to Naoolin Realcon Private Limited.
- 8.** In the above mentioned circumstances the Owners being (1) Naoolin Realcon Private Limited, (2) Nabhomoni Construction Private Limited, (3) Jasimuddin Mondal, (4) Wasim Raja, (5) Alisha Parween, (6) Sandhya Rani Kansabanik, (7) Sukdeb Bhaumik, (8) Jotsnara Khatun, (9) Abdur Rajjak, (10) Soma Sarkar, (11) S. M. Kamaruzzaman, (12) Sahina Sabin, (13) Sanjay Kumar, (14) Md. Minanur Rahaman, (15) Md. Matinur Rahaman, (16)

Mosieur Rahaman, (17) Mokhlesur Rahaman Molla, (18) Md. Mijanur Rahaman, (19) Mastafizur Rahaman Molla *alias* Mostafijur Rahaman *alias* Mustafijur Rahaman, (20) Biswajit Saha, (21) Bipasa Saha, (22) Wasim Raja, (23) Muslima Bibi Molla, (24) Nowaz Imtiaz Haider, (25) Abdul Azim Mondal and (26) Imrul Zaman became the joint owners of the Said Land i.e. **ALL THAT** piece and parcel of land measuring **83.75** (eighty three point seven five) cottahs, more or less, comprised in R.S/L.R. Dag Nos. 3194, 3187, 3191/3815, 3191, 3196, 151 and 3192, recorded in L.R. Khatian Nos. 5477, 5467, 5471, 5470, 5469, 5468, 5464, 5473, 5474, 5472, 5466, 5476, 5463, 5475, 5478, 5654, 5655, 5656, 5657, 5658, 5659, 5660, 5661 and 5662, 5779, 5801, 5784, 5904, 5899, 5902, 5780, 5901, 5903, 5900, 5898, 6144, 6149, 6150, 6146, 6574, 6360, 6575, 6359, 6148, 6362, 6355, 6361, 6357, 6356, 6358, 6836, 6835, 5801, 6826, 6827, 6828, 3829, 6164, 6165, 6816, 6818, 6821, 6820, 6819, 6817, 6823, 6824, 6151, 6525, 5804, 6163, 1029, 1022, 1027, 1025, 1031, 1059, 1026, 1030, 1019, 1016, 1018, 1020, 1023, 1021, 6524, 6526, 5801, 5784, 5805, 5803, 5802, 5804 and 5780 in *Mouza* Patharghata, J.L. No. 36, Police Station New Town (formerly Rajarhat), within Patharghata Gram Panchayet (**PGP**), Sub-Registration Office Rajarhat, District North 24 Parganas, morefully described in the **First Schedule** above

SCHEDULE - C

Part - I ("Said Unit")

All THAT residential Unit No. _____ on _____ floor having a total carpet area of _____ square feet, more or less, comprised in the said Building named "_____" constructed upon the Said Land mentioned in Schedule A above **TOGETHER WITH** the undivided proportionate variable share in the common parts, portions, areas, facilities and amenities of the said Building **AND TOGETHER WITH** the undivided proportionate variable share in the Said Land underneath the said Building attributable thereto

The Said Flat/Unit is shown in the map/plan annexed hereto and marked with **RED** border and marked as Annexure 'B'

PART-II [DESCRIPTION OF PARKING SPACE]

One Car Parking Space for parking one medium sized car

Schedule D [Common Areas]

The right in common with the other co-owners and occupiers of the said Building meant for beneficial common use and enjoyment of the flat owner within the project regarding common rights, facilities and amenities appurtenant thereto as may be designated and earmarked as such for common use and enjoyment by the Co-Owner/ Promoter at its sole discretion are as follows :-

1. Open Space- All green spaces with all trees, bushes, shrubs, flower beds etc together with all area forming an integral part of the Project which are open to sky.

2. Internal Road, Staircases, passages, landings, lobbies, compounds, ways, paths and ingress and egress of the said Building as well as Project.
3. Roof and staircases room.
4. Pump room electricity meter room, guard/caretaker room, toilet, pump, septic tank, water reservoir (overhead and underground).
5. Water connection, electricity, connection, sewerage, common plumbing installations, and common electricity installations.
6. Lift, Lift light, lift fan, roof light, passage light, stair case light including common electrification of the said building as well as project.
7. Fire fighting System.
8. The boundary wall and main gate(s) of the said building as well as project.
9. Landscape garden with children play area
10. Garbage disposal vats both open and covered area for such purpose as may be designated by the Developer or any other agency set up for the purpose of management and maintenance of the common area and facilities of project.
11. Intercom Facilities.
12. Security Services.
13. Power Back-Up.
14. Others- such other common parts, areas, equipments, installations, fittings, fixtures, toilets and spaces (both open and covered) if any or about the project as are necessary for use in common by the flat owners of various blocks in the said projects

Schedule E

[Common Expenses]

1. Repairing rebuilding repainting improving or other treating as necessary and keeping the property and every exterior part thereof in good and substantial repairs order and condition and renewing and replacing all worn or damaged parts thereof.
2. Painting with quality paint as often as may (in the opinion of the Association) be necessary and in a proper and workmanlike manner all the wood metal stone and other work of the property and the external surfaces of all exterior doors of the Building and decorating and colouring all such parts of the property as usually are or ought to be.
3. Keeping the gardens and grounds of the property generally in a neat and tidy condition and tending and renewing all lawns flowers beds shrubs trees forming part thereof as necessary and maintaining repairing and where necessary reinstating any boundary wall hedge or fence.

DRAFT

4. Keeping the private road in good repair and clean and tidy and edged where necessary and clearing the drive way when necessary.
5. Paying a fair proportion of the cost of clearing repairing instating any drains and sewers forming part of the property.
6. Paying such workers as may be necessary in connection with the upkeep of the property.
7. Insuring any risks.
8. Cleaning as necessary the external walls and windows (not forming part of any Unit) in the property as may be necessary keeping cleaned the common parts and halls passages landing and stair cases and all other common parts of the said Building.
9. Cleaning as necessary of the areas forming part of the Project.
10. Operating maintaining and (if necessary) renewing the lighting apparatus from time to time of the maintained property and providing such additional lighting apparatus as the Association may think fit.
11. Maintaining and operating the lifts.
12. Providing and arranging for the emptying receptacles for rubbish.
13. Paying all rates taxes duties charges assessments and outgoings whatsoever (whether central state or local) assessed charged or imposed upon or payable in respect of the Building(s) or Common Areas or any part thereof excepting in so far as the same are the responsibility of the individual purchaser(s) / occupiers of the Project.
14. Abating any nuisance and executing such works as may be necessary for complying with any notice served by a local authority in connection with the development or any part thereof so far as the same is not the liability of or attributable to any individual purchaser/occupier of Project.
15. Generally managing and administering the development and protecting the amenities in the Project and for that purpose employing any contractor and enforcing or attempting to enforce the observance of the covenants on the part of any of the occupants of the Project.
16. Employing qualified accountant for the purpose of auditing the accounts in respect of the maintenance expenses and certifying the total amount thereof for the period to which the account relates.
17. Complying with the requirements and directions of any competent authority and with the provisions of all statutes and all regulations orders and bye-laws made thereunder relating to the Project.
18. Insurance of firefighting appliances and other equipment for common use and maintenance renewal and insurance of the common television aerials and such other equipment as the Association may from time to time consider necessary for the carrying out of the acts and things mentioned in this Schedule.
19. Administering the management company staff and complying with all relevant statutes and regulations and orders thereunder and employing suitable persons or firm to deal with these matters.

20. The provision for maintenance and renewal of (including but not limited to) any other equipment and the provision of any other service in the Project.
21. In such time to be fixed annually as shall be estimated by the Association (whose decision shall be final) to provide a reserve fund for items of expenditure referred to this Schedule to be or expected to be incurred at any time.
22. The said reserve fund shall be kept in separate account and the interest thereon or income from the said fund shall be held by the Association and shall only be applied in accordance with unanimous or majority decision of the members of the Association and with the terms of this Schedule.
23. The Purchaser (s) under the scope of these presents undertakes to reimburse and / or pay the proportionate charges towards the diesel expenses for providing substitute backup for electricity in the form of generator services to the extent of such proportionate KVA load allocated and / or taken by the Purchaser(s) herein in respect of his/ her/their unit in the Project and such expenses incurred shall be reflected and / or incorporated in a separate bill which shall be raised on every English calendar month. In the event if any Purchaser makes a default in making such payment for consecutive two months in such a situation the Association shall have the unfettered right to withdraw such facility without giving any prior notice or intimation whatsoever. Be it further stated herein that these charges shall have to be borne by the Purchaser(s) herein over and above the monthly maintenance charges.

Schedule F
[Mutual Easements)

- i. The Purchaser(s) shall be entitled to all rights privileges vertical and lateral supports easements, quasi-easements and appurtenances whatsoever belonging to or in any way appertaining to the Said Apartment or therewith usually held used occupied or enjoyed or reputed or known as part or parcel thereof or appertaining thereto which are hereinafter more fully specified EXCEPTING AND RESERVING UNTO THE Association the rights easements quasi easements privileges and appurtenances.
- ii. The right of access and passage in common with the Association and/or the Purchaser/s and occupiers of the said Building at all times and for all normal lawful purposes connected with the use and enjoyment of the staircase, lifts and electrical installations and all other covered common areas installations and facilities in the said Building and the Said Premises.
- iii. The right of way in common as aforesaid at all times and for all purposes connected with the reasonable use and enjoyment of the Said Apartment with or without vehicles over and along the drive-ways and pathways excepting area which are reserved and PROVIDED ALWAYS and it is hereby declared that nothing herein contained shall permit the Purchaser(s) or any person deriving title under the Purchaser(s) or the servants, agents, employees and invitees of the Purchaser(s) to obstruct in any way by vehicles deposit of materials rubbish or otherwise the free passage of or other person or persons including the Purchasers and the Association along such drive way and path ways as aforesaid.
- iv. The right of support shelter and protection of the Said Apartment by or from all parts of the Building so far they now support shelter or protect the same.

- v. The right of passage in common as aforesaid electricity water and soil from and to the Said Apartment through pipes drains wires and conduits lying or being in under through or over the Building and the Premises so as far as may be reasonable necessary for the beneficial occupation of the Said Apartment and for all purposes whatsoever.
- vi. The right with or without workmen and necessary materials for the Purchaser(s) to enter from time to time upon the other parts of the Building(s) and the Premises for the purpose of repairing so far as may be necessary the pipes drain wires and conduits aforesaid and for the purpose of rebuilding, repairing repainting or cleaning any parts of the Said Apartment in so far as such repairing or cleaning as aforesaid cannot be reasonably carried out without such entry and in all such cases upon giving twenty four hours' previous notice in writing of its intention so to enter to the Purchasers and occupiers of the other spaces and portion of the Building(s)

SCHEDULE-G
(Purchaser's Covenants)
Part-I
(Specific Covenants)

1. The Purchaser agrees undertakes and covenants to:

- a) comply with and observe the rules, regulations and bye-laws framed by the Maintenance Agency from time to time;
- b) permit the Co-Owner/ Promoter, Maintenance Agency and their respective men, agents and workmen to enter into the Said Unit for the Common Purposes with prior reasonable notice except in case of emergency/urgency Provided however that such right of the Co-Owner/ Promoter shall come to an end after handing over of maintenance of the Project to the Association;
- c) Permit the Promoter to put up neon signs /sign board of the on the face facade of the Building or anywhere on the exterior of the Project, buildings therein or Common Areas free of cost and the Purchaser(s) hereby consents and waives all rights to enable the Promoter to put up such neon sign, and agrees not to raise any objection or claim whatsoever. The Promoter shall be entitled to use the lifts, stair case, common parts and portions for the purpose of erection, repair and replacement of such neon signs.
- d) deposit the amounts for common purposes as required by the Maintenance Agency;
- e) use and occupy the Said Unit only for the purpose of residence and not for any other purpose;
- f) use the Common Portions without causing any hindrance or obstruction to other Unit Owners and occupants of the Building;
- g) keep the Said Unit and partition walls, sewers, drains pipes, cables, wires, entrance and main entrance serving any other Unit in the said Building and/or in the Project in good and substantial repair and condition so as to support shelter and protect and keep habitable the other Units /parts of the said Building;
- h) in particular and without prejudice to the generality of the foregoing, not to make any form of alteration in or cut or damage the beams and columns

passing through the Said Unit or the Common Portions for the purpose of fixing, changing or repairing the concealed wiring and pipelines and/or air-conditioners or otherwise;

- i) maintain and/or remain responsible for the structural stability of the Said Unit and not to do anything which has the effect of affecting the structural stability of the Building;
- j) use and enjoy the spaces comprised in the Common Portions for the Common Purposes;
- k) to pay charges for electricity in relation to the Said Unit wholly.

(i) In the event if the unit is booked prior to obtaining of completion certificate the buyer shall bear and pay from the date of the Completion Certificate, the Common Expenses, common portion electricity charges and all costs, expenses and other outgoings in respect of the Premises proportionately and the Said Unit wholly;

(ii) In the event if the Unit is booked after obtaining of completion certificate, the buyer shall bear and pay, the Common Expenses, common portion electricity charges and all costs, expenses and other outgoings in respect of the Project proportionately and the Said Unit wholly on completion of 15(Fifteen) days from the date of booking.

- l) i) In the event if the Unit is booked prior to obtaining of completion certificate the buyer shall pay from the date of issue of the Completion Certificate, the Panchayet Taxes and all other rates, taxes, levies, duties, charges, impositions outgoings and expenses (including water charges & taxes, if any) in respect of the said Building and the Project proportionately and the Said Unit wholly and to pay proportionate share of such rates and taxes payable in respect of the Said Unit until the same is assessed separately by the Patharghata Gram Panchayet;

(ii) In the event if the Said Unit is booked after obtaining of completion certificate, the buyer, shall pay the Panchayet taxes and all other rates, taxes, levies, duties, charges, impositions outgoings and expenses (including water charges & taxes, if any) in respect of the said Building and the Project proportionately and the Said Unit wholly and to pay proportionate share of such rates and taxes payable in respect of the Said Unit until the same is assessed separately by the panchayet on completion of 15(Fifteen) days from the date of booking.

- m) pay for other utilities consumed in or relating to the Said Unit;
- n) allow the other Unit Owners the right to easements and/or quasi-easements;
- o) regularly and punctually make payment of the Common Expenses, Maintenance Charges, Electricity Charges, Panchayet Taxes and other payments mentioned herein within 15(fifteen) days of receipt of demand or relevant bill, whichever be earlier; and
- p) observe and comply with such other covenants as be deemed reasonable by the Co-Owner/ Promoter for the Common Purposes.

2. The Purchaser agrees undertakes and covenants:

- a) not to damage, demolish or cause to be damaged or demolished the Said Unit or any part thereof;
- b) not to do anything that may affect the structural strength of the beams, columns,
- c) partition walls or any portion of the said Building and not to make changes of a permanent nature except with the prior approval in writing of the Maintenance Agency and with the sanction of the authorities concerned;
- d) not to put any nameplate or letter box or neon-sign or board in the Common Portions or on the outside wall of the Building save at the place as be approved or provided by the Maintenance Agency. Provided however that nothing contained herein shall prevent the Purchaser to put a decent nameplate on the outface of the main door of the Said Unit;
- e) not to open out any additional window or fix any grill box or grill or ledge or cover or any other apparatus protruding outside the exterior of the Said Unit or any portion thereof;
- f) not to do or permit to be done any act deed or thing which may render void or voidable any policy of Insurance on any Unit or any part of the said Building or the Project or may cause any increase in the premium payable in respect thereof;
- g) not to make or permit or play any disturbing noises or loud sounds or music in the said Building or do or permit anything to be done therein which will interfere with the rights comfort or convenience of other occupiers and/or disturb them;
- h) not to use the lifts for the purpose of carriage or transportation of any goods, furniture, heavy articles, etc;
- i) not to install or use any shades, awnings, window guards or ventilators excepting such as shall have been approved by the Maintenance Agency;
- j) not to close or permit the closing of verandahs or lounges or balconies and lobbies and common parts and also not to alter or permit any alteration in the elevation and outside colour scheme of the exposed walls of the verandahs lounge or any external walls or the fences of external doors and windows including grills/gates of the Said Unit which in the opinion of the Maintenance Agency differs from the colour Scheme of the said Building or deviation or which in the opinion of the Co-Owner/ Promoter may affect the elevation in respect of the exterior walls of the said Building;
- k) not to decorate the exterior of the said Building otherwise than in the manner agreed by the Maintenance Agency in writing or in the manner as near as may be in which it was previously decorated;
- l) not to deposit or throw or permit to be deposited or thrown any garbage, rubbish or refuse or waste in or around the staircase, lobby, landings, lift or in any other common areas or installations of the Building and to deposit the same in such place only in the Premises and at such time and in such manner as the Maintenance Agency may direct;
- m) not to store or allow anyone to store any goods articles or things in or

around the staircase lobby landings or other common areas or installations of the said Building;

- n) not to store in the Said Unit or any part of the Project any hazardous, combustible, inflammable, injurious or obnoxious article likely to injure, damage or prejudicially affect or expose the Project or any part thereof and/or the Premises and/or any neighbouring property to any risk of fire or any accident;
- o) not to commit or permit to be committed any alteration or changes in pipes, conduits, cables and other fixtures and fittings serving the other Units in the said Building;
- p) not to claim any exclusive right over and/or in respect of the roof or any open land at the Premises or any other open or covered areas of the said Building and the Project meant to be a common area or portion;
- q) not to shift or obstruct any windows or lights in the Said Unit or the Building and not to permit any new window light opening doorway path passage drain or other encroachment or easement to be made or acquired in against out of or upon the Said Unit without the prior consent in writing of the Maintenance Agency;
- r) not to block or occupy or encroach upon or obstruct or keep any article or goods in any pathways, passages, corridors, stairways, entrances or lobby or any of the Common Portions in any manner whatsoever;
- s) not to park or allow anyone to park any car at any place other than the space earmarked for parking cars of the Purchaser;
- t) not to sell, transfer, let out or part with possession of the said Parking Spaces, independent of the Said Unit and to use the same only for the purpose of parking motor car provided however that the said parking space may be sold to any other Unit Owner of the said Building;
- u) not to use the Said Unit for any purpose save and except for residential purpose and not to use the Said Unit for any commercial , business or professional purpose including without limitation, as a doctor's chamber, diagnostic or testing unit, nursing home, computer or educational training centre, repairing centre, commercial guest house, Club House, Eatery boarding house, lodge, business centre, etc. or for commercial, illegal or immoral purposes or in any manner that may cause nuisance to occupiers of the other portions of the Building or occupy any pathway, passages, corridor or lobby in any manner whatsoever;
- v) not to do any addition, alteration, structural changes, construction or demolition in the Said Unit without prior written permission from the Patharghata Gram Panchayet and other concerned authorities as also the Association and also subject to the condition that the same is not restricted under any other provision of this Deed;
- w) not to raise or put up any kutcha or pucca constructions, grills, walls or enclosure of any kind around the said Parking Space or part thereof and keep it always open and not use it for dwelling or staying of any person or blocking it by putting any articles and not do anything to alter its current state;
- x) not to make any claim of any nature whatsoever with regard to the Premises besides the Said Unit transferred hereby and the common

enjoyment of the Common Portions;

- y) not to inscribe, install or expose any sign, notice or advertisement on or at a window or other part of the said Building or shall anything be projected out of any window of the Said Unit;
 - z) not to keep or harbour any bird or animal in the Common Portions of the Project;
 - aa) not to make claim of any right of pre-emption or otherwise regarding any of the other Units or any portion of the said Building and/or the Said Land;
 - bb) not to subdivide the Said Unit and/or the said Parking Space, if allotted, or any portion thereof;
 - cc) not to attach or hang from the exterior of the said Building on any side any radio or television aerial or TV /Satellite Dish Antenna;
 - dd) not to interfere with the common use and enjoyment of the Common Portions by the Co-Owner/ Promoter or the other Unit Owners;
 - ee) not to install any loose, hanging or exposed wires or cables anywhere outside the Said Unit;
 - ff) not to interfere with, obstruct or hinder the rights of the Co-Owner/ Promoter regarding the roofs including the transfer of such rights and entitlements along and/or not to do anything that may be contrary to the provisions of this Deed;
 - gg) not to carry on or permit to be carried on at the Said Unit or any part thereof at any time any dangerous, noisy, obnoxious or offensive act or any nuisance or do any act, matter or thing which may cause annoyance or inconvenience to the other Unit Owners/occupiers of the said Building and/or the neighbourhood;
 - hh) not to use the Said Unit in a manner that may pose a risk of damage to the environment and not to engage in any activity which could subject the Owners and the Co-Owner/ Promoter to any liability under environmental laws;
 - ii) not to install air conditioners anywhere in the Said Unit save and except the places which have been specified for such installations; and
 - jj) not to install grills which have not been approved by the Maintenance Agency.
3. The stamp duty, registration fees and incidental expenses in respect of this Deed of Conveyance are being paid and borne by the Purchaser. The Purchaser hereby indemnifies the Co-Owner/ Promoter fully regarding all payments as mentioned in Schedule F.
4. The said Building constructed at the Said Land has been named as " ". The Purchaser and/or the Unit Owners and/or the Maintenance Agency shall not be entitled to change the said name under any circumstances whatsoever without the consent in writing of the Owners and the Promoter.
5. The Purchaser shall have no connection whatsoever with the other Unit Owners and there shall be no privity of contract or any agreement or arrangement as amongst the Purchaser and the other Unit Owners (either

express or implied) and the Purchaser shall be responsible to the Co-Owner/ Promoter for fulfillment of the Purchaser's obligations irrespective of non-compliance by any other Unit Owner.

6. The Purchaser may deal with or dispose of or alienate or transfer the Said Unit subject to the following conditions:
 - a) The Said Unit shall be one lot and shall not be partitioned or dismembered in parts and shall not be sold or transferred in divided or demarcated parts by the Purchaser. In case of sale of the Said Unit in favour of more than one buyer, the same shall be done in their favour jointly and in undivided shares.
 - b) The transfer of the Said Unit by the Purchaser shall not be in any manner inconsistent with this Deed of Conveyance and the covenants contained herein shall run with the land and/or transfer. The person(s) to whom the Purchaser may transfer/alienate the Said Unit shall automatically be also bound by the same terms, conditions, covenants, stipulations, undertakings and obligations as applicable to the Purchaser by law and/or by virtue of this Deed of Conveyance.
 - c) All the dues including outstanding amounts, interest, Maintenance Charges, electricity charges, municipal corporation taxes and other taxes etc. relating to the Said Unit payable to the Promoter, the Maintenance Agency and the gram panchayet are paid by the Purchaser in full prior to the proposed transfer/alienation. Such dues, if any, shall in any event, run with such proposed transfer and the transferee shall be liable to make payment of the same.
7. The Purchaser shall not claim any partition of the land comprised in the Said Land.
8. The Purchaser shall use and enjoy the Said Unit in the manner not inconsistent with his rights hereunder and without committing any breach, default or creating any hindrance relating to the rights of any other Unit Owner and/or the Promoter.
9. The Purchaser shall be responsible for and shall keep the Co-Owner/ Promoter and/or the Maintenance Agency and/or the Association indemnified of from and against all damages claims demands costs charges and expenses and proceedings occasioned relating to the Premises or any part of the Building or to any person due to any negligence or any act deed or thing made done or occasioned by the Purchaser and shall be responsible for and shall keep the Co-Owner/ Promoter indemnified also against all actions claims proceedings costs expenses and demands made against or suffered by the Co-Owner/ Promoter as a result of any act, omission or negligence of the Purchaser or the servants agents licensees or invitees of the Purchaser and/or any breach or non- observance by the Purchaser of any of the terms, conditions, covenants contained in this Schedule or elsewhere in this Deed.
10. The Purchaser agrees, undertakes and covenants not to make or cause any objection, interruption, interference, hindrance, obstruction or impediment for any reason or in any manner whatsoever relating to the construction, completion, sale, transfer, etc. of the Building or any portion (other than the Said Unit Unit) thereof by the Co-Owner/ Promoter

Part - II
(Maintenance)

1. The said Project, the said Building and the Common Portions shall be managed and maintained by the Maintenance Agency.
2. The Purchaser shall accept the rules and regulations made by the Maintenance Agency (**Rules**) and shall diligently observe, perform and comply with the same.
3. The Maintenance Agency shall function at the costs of the Unit Owners and will work on the basis of advance payments and/or reimbursements of all costs and outgoings for common purposes, including establishment costs and costs of its formation and/or operations and requirements for doing and/or making provisions for repairs painting replacements and renovations and for unforeseen eventualities.
4. The Maintenance Agency shall collect and pay all rates, taxes and outgoings, including for insurance for the said Building and the Said Land, which are not separately charged or assessed or levied on the Unit Owners.
5. The Purchaser shall make payment of all amounts demanded by the Maintenance Agency within 15 (fifteen) days of demand or the due date for the same and in case of any delay, the Purchaser shall pay interest at the rate of 2 percent per annum compoundable monthly in respect of the unpaid amounts of Maintenance Charges, Electricity Charges, Municipal Corporation taxes, Common Expenses and/or other payments as also interest thereon and there shall be restriction on sale, transfer, lease or tenancy of the said Flat Unit till the dues are fully paid as also damages suffered or costs incurred, if any, due to delay in making payment or for realization. The liability to pay interest shall be without prejudice to the right of the Maintenance Agency under Clause 7 below.
6. Apportionment of any liability of the Purchaser in respect of any item of expense, taxes, dues, levies or outgoings payable by the Purchaser shall be done by the Maintenance Agency whose decision shall be final and binding on the Purchaser and the Purchaser shall not be entitled to raise any dispute or objection thereto.
7. The Maintenance Agency shall charge Maintenance Charges at such rate per square feet of Super Built-up Area per month as may be decided by the Maintenance Agency and the Maintenance Agency shall be entitled to revise the Maintenance Charges from time to time.
8. The Maintenance Agency shall be entitled to withdraw, withhold, disconnect or stop all services, facilities and utilities to the Purchaser and/or the said Flat Unit including water supply, electricity, user of lift etc., in case of default in timely payment of the Maintenance Charges, Electricity Charges, Municipal Corporation Taxes, Common Expenses and/or other payments by the Purchaser after giving 1 (one) month notice in writing.
9. The Purchaser shall co-operate with the other Unit Owners, and the Maintenance Agency in the management and maintenance of the Project and shall observe and comply with such covenants as be deemed reasonable by the Maintenance Agency for the Common Purposes.
10. All rights and entitlements of the Maintenance Agency shall be the rights and entitlements of the Promoter until the Association is formed and starts

functioning effectively and till that time the Promoter shall maintain the Building and collect all funds, deposits, charges and expenses including the Maintenance Charges, Common Expenses, Deposits/Advances for Fund, Deposits/Advances for Maintenance Charges and Deposits/Advances for Municipal Corporation Taxes.

Part - III
(Association)

1. After handing over possession of all the Flat/Units in the said Building, the Co-Owner/ Promoter, shall take steps for formation of the Association in consultation with all the Unit Owners for the maintenance and management of the Common Portions described in **Schedule-D**, the said Building and other areas at the Project. The maintenance of the said Building shall be made over to the Association by the Maintenance Agency and upon such making over, the Association shall be responsible for the maintenance of the Building and the Premises. The Maintenance Agency shall make payment of the expenses relating to the period prior to the handing over of maintenance to the Association. The Maintenance Agency shall hand over all deposits lying with it after deduction/ adjustment of all dues, to the Association for smooth running. Such Association may be an association, syndicate, committee, body, society, company or an entity as the Promoter may decide. The Purchaser shall, within 15 days from receiving a request from the Promoter, become a member of the Association formed or to be formed at the instance of the Promoter.
2. All papers and documents relating to the formation of the Association shall be prepared and finalized by, Solicitor & Advocates of the Co-Owner/ Promoter and the Purchaser hereby consents to accept and sign the same and to assist the Co-Owner/ Promoter in all respects in formation of the Association.
3. The employees of the Maintenance Agency for the common purposes such as watchmen, security staff, caretaker, liftmen, sweepers etc. may be employed and/or absorbed in the employment of the Association if the Association agrees for same and there will be no binding on the Association to absorb them. It is however made clear that all past dues of such employees relating to the period upto the date of the Completion Certificate shall be paid by the Co-Owner/ Promoter without any liability of the Purchaser and thereafter for the period upto handing over of the maintenance to the Association shall be settled by the Maintenance Agency from the maintenance charges payable by the Unit Owners. The Association shall issue fresh appointment letter to such employees, if any, appointed by them, and shall not be responsible for their past dues. After handing over of maintenance to the Association, all subsequent employment shall be done by the Association.
4. The Articles, Rules, Regulations etc. of the Association shall not be inconsistent and/or contrary to the provisions and/or covenants contained herein which provisions and covenants shall, in any event, have an overriding effect.
5. Notwithstanding anything contained elsewhere herein, the Purchaser and all Unit Owners shall bear and contribute / pay all proportionate costs and expenses for formation, including professional charges, and the functioning and upkeep of the Association, as determined by the Association, without any demur or delay.

6. Any association of whatsoever nature or nomenclature formed by any of the Unit Owners without the participation of all Unit Owners shall not be entitled to be recognised by the Promoter and shall not have any right to represent the Unit Owners or to raise any issue relating to the Building or the Said Land.
7. The Association, when formed, shall be owned and controlled by the Unit Owners proportionately and all its decisions shall be by majority of votes according to proportionate interest, and not number of members. The Unit Owners (including the Purchaser) may amend and/or modify the rules and regulations of the Association by three-fourths majority subject to the condition that no amendment or modification shall be valid if it is contrary to or in violation of any of the terms and conditions contained in the several Memorandum for Sale of flats and the Deeds of Conveyance executed by the Promoter in favour of the Unit Owners.
8. After the maintenance of the said Building is made over by the Maintenance Agency to the Association, the Association may either manage the maintenance of the said Buildings on its own or through any other third party or agency who shall carry out its duties in accordance with the terms and conditions contained in the several Deeds of Conveyance executed by the Promoter in favour of the Unit Owners.
9. All the Unit Owners may unanimously change, alter, add to, amend or modify the Rules and Regulations of the Association and frame such other rules, regulations and/or bye-laws for the Common Purposes, the quiet and peaceful enjoyment of the Flat/Units by their respective owners or for the mutual benefit of the Unit Owners subject to the condition that no change, alteration, addition, amendment or modification shall be valid if it is contrary to or in violation of any of the terms and conditions contained in the several Memoranda for Sale and/or the Deeds of Conveyance executed by the Co-Owner/ Promoter in favour of the Unit Owners.
10. The Association shall, upon its formation, be entitled to all the rights with regard to the Common Portions/Purposes.
11. From the date of handing over of maintenance to the Association, the Promoter shall not have any responsibility whatsoever regarding the said Building and the Project and/or any maintenance, security, safety or operations including relating to fire-fighting equipment and fire safety measures, lift operations, generator operations, electrical equipment, installations, meters and connection, etc. and/or for any statutory compliances, permissions and licenses regarding the said Building and/or any equipment installed and/or required to be installed therein. The same shall be the exclusive responsibility of the Unit Owners including the Purchaser and/or the Association who shall also ensure continuous compliance with all statutory rules, regulations and norms including in particular relating to fire fighting and safety, lift and generator operations, etc. and obtaining and/or renewing all necessary permissions and licenses. The Unit Owners including the Purchaser and/or the Association shall take steps and get transferred all necessary permissions and licenses in their names including lift license, generator license, fire licence, etc. and the Co-Owner/ Promoter shall sign necessary papers upon being requested by them in writing. In case of any default or negligence and/or in the event of any accident taking place subsequent to the date of handing over of

maintenance, none of the Co-Owner/ Promoter and/or their directors, employees or agents shall have any liability or responsibility whatsoever under any circumstance.

Part -IV
(Mutation, taxes and impositions)

1. The Purchaser shall apply for and obtain within six months from the date thereof, mutation, separation and/or apportionment of the Said Unit in his own name without in any way making or keeping the Co-Owner/ Promoter liable and/or responsible in this regard on any account whatsoever. The Co-Owner/ Promoter shall fully co-operate with the Purchaser in this regard and shall sign all necessary papers including no objection, consent etc., if and when required.
2. In case of default, the Promoter or the Maintenance Agency, as the case may be, will be entitled to get the Said Unit mutated and apportioned in the name of the Purchaser and in such an event be further entitled to recover all costs, charges and expenses, including professional fees therefor from the Purchaser. All such amounts shall be paid and/or be payable by the Purchaser within 15(fifteen) days of being called upon to do so. In the event of failure to do so, the Purchaser shall be liable to pay interest on the unpaid amount at the rate of _____ per cent per annum with quarterly rests.
3. Until such time as the Said Unit be separately assessed and/or mutated, all rates, taxes, outgoings and/or impositions levied on the Said land and/or the Building (**Impositions**) shall be proportionately borne by the Purchaser.
4. Besides the amount of the Impositions, the Purchaser shall also be liable to pay the penalty, interest, costs, charges and expenses for and in respect of all or any of such taxes or Impositions (**Penalties**), proportionately or wholly, as the case may be.
5. The liability of payment by the Purchaser of Impositions and Penalties in respect of the said Flat Unit booked prior to obtaining of completion certificate would accrue with effect from the date of Completion Certificate and for the flats booked post completion certificate would accrue on completion of 30(thirty) days from the date of booking.
6. The Maintenance Agency shall be at liberty to pay such sums from time to time as it may deem fit and proper towards the Impositions or Penalties and recover the share of the Purchaser thereof from the Purchaser.

IN WITNESS WHERE OF the Parties have here unto set and subscribed their respective hands and seals the day, month and year first above written.

SIGNED SEALED AND DELIVERED

By the PARTIES at Kolkata in the presence of:-

1)

**OWNERS/VENDORS all being
represented by their constituted
attorney**

2)

CO-OWNER/ PROMOTER

PURCHASER

