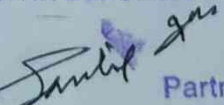


# **DEED OF CONVEYANCE**

1. **Date :**
2. **Place : Kolkata**
3. **Parties :**
  - 3.1 **AJHARUL ISLAM [PAN : ABBPI2903E], [AADHAAR NO. 675451433917] & [MOBILE NO. 9477556595]**, son of Mirajul Islam, by faith - Muslim, by occupation - Service, by Nationality - Indian, residing at Village & P.O. Nalhati, P.S. Nalhati, District - Birbhum, Pin - 731243, West Bengal.
  - 3.1.1 **RAKESH SAMANTA [PAN : CXVPS5760B], [AADHAAR NO. 392296116480] & [MOBILE NO. 8820480776]**, son of Sukumar Samanta, by faith - Hindu, by occupation - Self Employment, by Nationality - Indian, residing at AI-75, Salt Lake City, Sector-II, P.O. Sech Bhaban, P.S. East Bidhannagar, Kolkata - 700091, District North24 Parganas, West Bengal.
  - 3.1.2 **ANUP KUMAR BHUNYA [PAN : AISPB5278M], [AADHAAR NO. 798327401922] & [MOBILE NO. 9830851575]**, son of Manindra Nath Bhunya, by faith - Hindu, by occupation - Business, by Nationality - Indian, residing at BL-182, Salt Lake City, Sector-II, P.O. Sech Bhaban, P.S. East Bidhannagar, Kolkata - 700091, District North24 Parganas, West Bengal.
  - 3.1.3 **SHANTANU SINHA [PAN : ASDPS2475G], [AADHAAR NO. 655953374311] & [MOBILE NO. 9836674442]**, son of Lakshmi Narayan Sinha, by faith - Hindu, by occupation - Service, by Nationality - Indian, residing at 1702, Horizon-II, Uniworld City, Rajarhat, P.O. & P.S. Rajarhat, Kolkata - 700156, District North 24 Parganas, West Bengal.
  - 3.1.4 **MD. KABIRUL MONDAL [PAN : AHEPM3424F], [AADHAAR NO. 567239606385] & [MOBILE NO. 9734785288]**, son of Late Sajidor Rahaman, by faith - Muslim, by occupation - Service, by Nationality -

For TIRUPATI CONSTRUCTION

  
Partner

Indian, residing at Khidirpur, P.O. Bethuadahari, P.S. Nakashi Para, District - Nadia, Pin - 740026, West Bengal.

- 3.1.5 **MASLIMA KHATUN** [PAN : **EESPK3177N**], [AADHAAR NO. **566701178921**] & [MOBILE NO. **9647170624**], wife of Md. Kabirul Mondal, by faith - Muslim, by occupation - House wife, by Nationality - Indian, residing at Khidirpur, P.O. Bethuadahari, P.S. Nakashi Para, District - Nadia, Pin - 740026, West Bengal.
- 3.1.6 **SOMA BHUNIA** [PAN : **BQXPB4365D**], [AADHAAR NO. **925023653073**] & [MOBILE NO. **9874659953**], wife of Arup Bhunia, by faith - Hindu, by occupation - House wife, by Nationality - Indian, residing at BL-182, Salt Lake City, Sector-II, P.O. & P.S. Bidhannagar, Kolkata - 700091, District North 24 Parganas, West Bengal.
- 3.1.7 **BINOTA BERA** [PAN : **CJGPB3270G**], [AADHAAR NO. **295994566359**] & [MOBILE NO. **9874328774**], wife of Goutam Bera, by faith - Hindu, by occupation - House wife, by Nationality - Indian, residing at Dakshin Khalna (Charaktala), P.O. Khalna, P.S. Jaypur, District - Howrah, Pin - 700113, West Bengal.
- 3.1.8 **ARIFUN NAHAR RAHAMAN** [PAN : **CUQPR5565K**], [AADHAAR NO. **690918715446**] & [MOBILE NO. **9818730131**], daughter of Ajijur Rahaman, by faith - Muslim, by occupation - House wife, by Nationality - Indian, residing at Daldighi Uttarpara, P.O. & P.S. Gangarampur, Pin - 733124, District - Dakshin Dinajpur, West Bengal.
- 3.1.9 **ABUL KALAM AZAD** [PAN : **AKMPA9477H**], [AADHAAR NO. **331773534409**] & [MOBILE NO. **9874378866**], son of Mohammad Quadir, by faith - Muslim, by occupation - Service, by Nationality - Indian, residing at E12/4, Karunamoyee Housing Estate, Salt Lake, Sector-II, P.O. Sech Bhaban, P.S. North Bidhan Nagar, Kolkata - 700091, District North 24 Parganas, West Bengal.
- 3.1.10 **MD. MIZANUR RAHAMAN** [PAN : **BLLPR9706H**], [AADHAAR NO. **795184176464**] & [MOBILE NO. **8017477871**], son of Md Abdul Gofur, by faith - Muslim, by occupation - Business, by Nationality - Indian, residing at Vill & P.O. Mahalandi, P.S. Kandi, District - Murshidabad, Pin - 742136, West Bengal.

For TIRUPATI CONSTRUCTION

*[Signature]*  
Partner

- 3.1.11 **RABI ISLAM [PAN : AAQPI7722M], [AADHAAR NO. 647731580429] & [MOBILE NO. 9674912077]**, son of Nurislam Molla, by faith - Muslim, by occupation - Service, by Nationality - Indian, residing at Village & P.O. Charatala, P.S. Chapra, District - Nadia, Pin - 741123, West Bengal.
- 3.1.12 **SOHEL RANA SHAIKH [PAN : ETTPS9388R], [AADHAAR NO. 678216819192] & [MOBILE NO. 7044560052]**, son of Habibullah Shaikh, by faith - Muslim, by occupation - Student, by Nationality - Indian, residing at Sreenagar, P.O. Bangaljhi, P.S. Chapra, District - Nadia, Pin - 741123, West Bengal.
- 3.1.13 **ADWITIYA CHATTOPADHYAY [PAN : AATPC5405C], [AADHAAR NO. 261259962360] & [MOBILE NO. 9234900652]**, son of Prodyot Chattopadhyay, by faith - Hindu, by occupation - Service, by Nationality - Indian, residing at Flat No. 2613, Vijaya Heritage, 5th Phase, Himalaya Block, Anilsur Path, P.O. & P.S. Kadma, District - Purbi Singhum, Pin - 831005, Jharkhand.
- 3.1.14 **SUNIL KUMAR BUCHASIA (HUF) [PAN : AAFHS7259N]**, represented by its Karta, **SUNIL KUMAR BUCHASIA [PAN : AEAPB1144C], [AADHAAR NO. 839241149500] & [MOBILE NO. 9331150798]**, son of Shyam Behari Buchasia, by faith - Hindu, by occupation - Business, by nationality - Indian, residing at BD-37, Rabinda Pally, Block-5, Flat No. 3A, P.O. Prafulla Kanan, P.S. Baguiati, Kolkata - 700101, District North 24 Parganas, West Bengal.
- 3.1.15 **SUNIL KUMAR BUCHASIA [PAN : AEAPB1144C], [AADHAAR NO. 839241149500] & [MOBILE NO. 9331150798]**, son of Shyam Behari Buchasia, by faith - Hindu, by occupation - Business, by nationality - Indian, residing at BD-37, Rabinda Pally, Block-5, Flat No. 3A, P.O. Prafulla Kanan, P.S. Baguiati, Kolkata - 700101, District North 24 Parganas, West Bengal.
- 3.1.16 **BIKRAM GAYEN [PAN : AXLPG7928B], [AADHAAR NO. 410823901434] & [MOBILE NO. 8100742732]**, son of Late Jogendra Nath Gayen, by faith - Hindu, by occupation - Business, by nationality - Indian, residing at Vill. & P.O. Hatgacha, P.S. K.L.C. (Kolkata Leather Complex), Kolkata - 700156, District South 24 Parganas, West Bengal.

- 3.1.17 **SALIM MORTUJA [PAN : BAYPM1117M], [AADHAAR NO. 705291956140] & [MOBILE NO. 7003038223]**, son of Asgar Ali, by faith - Muslim, by occupation - Business, by nationality - Indian, residing at Flat No. 1, Third Floor, 17/C/2, Picnic Garden Road (39 Bus Stand), P.O. & P.S. Tiljala, Kolkata - 700039, District South 24 Parganas, West Bengal.
- 3.1.18 **BARUN KUMAR PANDIT [PAN : ALUPP9905E], [AADHAAR NO. 972843084983] & [MOBILE NO. 9433148970]**, son of Dhananjay Pandit, by faith - Hindu, by occupation - Service, by nationality - Indian, residing at Vill. Garabarh, Sarabar, P.O. Purba Radhapur, P.S. Bhupatinagar, District - Purba Midnapore, Pin - 721425, West Bengal.

Hereinafter jointly and collectively called and referred to as the **“LANDOWNERS/VENDORS”** (which expression shall unless excluded by or repugnant to the context be deemed to mean and include their heirs, executors, administrators, representatives and assigns) of the **FIRST PART**.

**AND**

- 3.2 **..... [PAN. ....],**  
**[AADHAAR NO. ....] & [MOBILE NO. ....]**,  
 son/wife/daughter of  
 ....., by faith - ....., by  
 occupation - ....., by nationality - Indian, residing at  
 ....., P.O.  
 ....., P.S. ...., District - ....., Pin -  
 ....., State - .....

Hereinafter called and referred to as the **“PURCHASER”** (which terms and expression shall unless excluded by or repugnant to the context be deemed to mean and include his/her heirs, executors, administrators, representatives and assigns) of the **SECOND PART**.

**AND**

- 3.3 **TIRUPATI CONSTRUCTION [PAN : AAGFT7817E]**, a Registered Partnership Firm, having its office address at Ashish Apartment, 3rd

Floor, G/G-8, Jyangra, P.O. Jyangra, P.S. Baguiati, Kolkata - 700059, District North 24 Parganas, West Bengal, represented by its Partners namely (1) **SANDIP DAS [PAN : AFMPD4516R], [AADHAR NO. 490231267139] & [MOBILE NO. 9836668422]**, son of Chakrapani Das, by faith - Hindu, by occupation - Business, by nationality - Indian, residing at Ashish Apartment, 3rd Floor, G/G-8, Jyangra, P.O. Jyangra, P.S. Baguiati, Kolkata - 700059, District North 24 Parganas, West Bengal & (2) **SANJAY CHOWDHURY [PAN : AFSPC8362A], [AADHAR NO. 601515206457] & [MOBILE NO. 8777020665]**, son of Nirmal Chowdhury, by faith - Hindu, by occupation - Business, by nationality - Indian, residing at FB-2/4, Vidyasagar Pally, P.O. Jyangra, P.S. Baguiati, Kolkata - 700059, District North 24 Parganas, West Bengal.

Hereinafter called and referred to as the **“DEVELOPER”** (which terms and expression shall unless excluded by or repugnant to the context be deemed to mean and include its/their heirs, executors, administrators, representatives and assigns) of the **THIRD PART**.

Landowners/Vendors, Purchaser/s and the Developer/Confirming Party collectively Parties and individually Party.

**NOW THIS DEED OF CONVEYANCE WITNESSETH AS FOLLOWS :-**

**4. Subject Matter of Conveyance :**

**4.1 Transfer of Said Flat & Appurtenances :**

**4.1.1 Said Flat/Said Property : ALL THAT** piece and parcel of one independent residential flat, being **Flat No. ‘.....’**, on the ..... **Floor**, ..... **Side**, in **‘Block- .....’**, measuring ..... **(.....) Square Feet be the same a little more or less of super built up area**, lying and situate in the building/complex namely **“TIRUPATI GREEN HEIGHTS”** situate at Chakpanchuria, Naskarhati, P.O. Chakpanchuria, P.S. New Town (now Technocity), Kolkata - 700156, District North 24 Parganas, West Bengal, morefully described in the Second Schedule hereunder written, lying and situated on the amalgamated plot of land, which is morefully described in the First Schedule hereunder written. **[SOLD PROPERTY/SAID PROPERTY]**.

5. **BACKGROUND, REPRESENTATIONS, WARRANTIES AND COVENANTS**

:

5.1 **Representations and Warranties Regarding Title** : The Landowners/Vendors and the Developer/Confirming Party have made the following representation and given the following warranty to the Purchasers regarding title.

5.1.1 **CHAIN AND TITLE REGARDING ABSOLUTE JOINT/AMALGAMATED OWNERSHIP OF AJHARUL ISLAM & 18 OTHERS, LANDOWNERS HEREIN, IN RESPECT OF THE FIRST SCHEDULE PROPERTY, AS IT FOLLOWS :**

5.1.1.1 **Chain and Title Regarding Absolute Joint Ownership of (1) Ajharul Islam, (2) Rakesh Samanta, (3) Anup Kumar Bhunya & (4) Shantanu Sinha, Landowners herein, under Deed No. 13332 for the year 2014 :**

5.1.1.1.1 **Absolute Joint Ownership of (1) Ajharul Islam, (2) Rakesh Samanta, (3) Anup Kumar Bhunya & (4) Shantanu Sinha under Deed No. 13332 for the year 2014** : One (1) Ajharul Islam, (2) Rakesh Samanta, (3) Anup Kumar Bhunya & (4) Shantanu Sinha, are the absolute joint owners of Sali land measuring **6.93 (Six Point Nine Three) Decimals more or less** out of the total land in dag measuring 122 (One Hundred Twenty Two) Decimals more or less, comprised in **R.S./L.R. Dag No. 984**, under L.R. Khatian Nos. 781 (in the name of Dulal Chandra Naskar), 1629 (in the name of Sridhar Chandra Naskar) & 1976 (in the name of Hriday Nath Naskar), in **Mouza - Chakpanchuria**, J.L. No. 33, P.S. formerly Rajarhat now New Twon, within the local limit of Patharghata Gram Panchayet, in the District North 24 Parganas, by purchasing the same from one (1) Niranjana Naskar, (2) Adhir Naskar, (3) Ghanteswar Naskar, (4) Chhapila Baidya, (5) Malati Naskar @ Albala Naskar, (6) Pagli Sardar (Naskar), (7) Susanta Mondal & (7A) Sibani Ojha, all successors of Late Dulal Chandra Naskar AND from one (1) Sundari Bala Naskar, (2) Bimal Naskar, (3) Sanat Naskar, (4) Jahar Naskar, (5) Angur Bala Mondal @ Purnima Mondal, (6) Sabita Naskar, (7) Tapan Mondal, (7A) Bansuri Mondal, (7B) Jharna Mondal, (7C) Bamni Mondal & (7D) Sandhya Sardar, all successors of Sridhar Chandra Naskar AND from one (1) Pulin Naskar, (2) Tarak Dasi @ Tarani Naskar, (3) Ranu Dasi @ Renuka Mondal, (4) Tanu Dasi @ Kanan Mondal, (5) Saradamonai Dasi @ Taramoni Naskar,

(6) Nandlal Naskar, (6A) Tapan Naskar & (6B) Rekha Rani Naskar @ Rekha Modak, all successors of Late Hriday Nath Naskar), by the strength of a Registered Deed of Conveyance, registered on 01.12.2014, registered in the office of the A.D.S.R. Rajarhat, and recorded in Book No. I, CD Volume No. 22, Pages 1789 to 1822, being Deed No. 13332 for the year 2014.

5.1.1.1.2 **L.R. Records** : After purchasing the aforesaid plot of land, the said (1) Ajharul Islam, (2) Rakesh Samanta, (3) Anup Kumar Bhunya & (4) Shantanu Sinha duly recorded their names in the record of the L.R. Settlement, as follows :-

| <u>Name</u>       | <u>L.R. Khatian No.</u> |
|-------------------|-------------------------|
| Ajharul Islam     | 3200                    |
| Rakesh Samanta    | 3199                    |
| Anup Kumar Bhunya | 3202                    |
| Shantanu Sinha    | 3201                    |

5.1.1.1.3 **Conversion of Land** : The said (1) Ajharul Islam, (2) Rakesh Samanta, (3) Anup Kumar Bhunya & (4) Shantanu Sinha, applied before the concerned B.L.&L.R.O. Rajarhat, District North 24 Parganas, for conversion of nature of the said land, comprised in R.S./L.R. Dag No. 984, from 'Sali' to 'Bastu' and the Ld. B.L.&L.R.O. converted the said land comprised in R.S./L.R. Dag No. 984, from 'Sali' to 'Bastu' vide Memo Nos. **(1)** 1268/BL&LRO/RHT/16 dated 07.12.2016 under Conversion Case No. 54/BL&LRO/RAJ/2016 dated 19.01.2016, **(2)** 1266/BL&LRO/RHT/16 dated 07.12.2016 under Conversion Case No. 55/BL&LRO/RAJ/2016 dated 19.01.2016, **(3)** 1267/BL&LRO/RHT/16 dated 07.12.2016 under Conversion Case No. 57/BL&LRO/RAJ/2016 dated 19.01.2016 & **(4)** 616/BL&LRO/RHT/17 dated 08.06.2017 under Conversion Case No. CN/2017/1507/31.

5.1.1.2 **Chain and Title Regarding Absolute Joint Ownership of (1) Md. Kabirul Mondal, (2) Maslima Khatun @ Maslima Khatun (Bibi), (3) Soma Bhunia & (4) Binota Bera, Landowners herein, under Deed No. 13333 for the year 2014 :**

5.1.1.2.1 **Absolute Joint Ownership of (1) Md. Kabirul Mondal, (2) Maslima Khatun @ Maslima Khatun (Bibi), (3) Soma Bhunia & (4) Binota Bera**



**under Deed No. 13333 for the year 2014 :** One (1) Md. Kabirul Mondal, (2) Maslima Khatun @ Maslima Khatun (Bibi), (3) Soma Bhunia & (4) Binota Bera, became the absolute joint owners of land measuring **6.93 (Six Point Nine Three) Decimals more or less** out of the total land in dag measuring 122 (One Hundred Twenty Two) Decimals more or less, comprised in **R.S./L.R. Dag No. 984**, under L.R. Khatian Nos. 781 (in the name of Dulal Chandra Naskar), 1629 (in the name of Sridhar Chandra Naskar) & 1976 (in the name of Hriday Nath Naskar), in **Mouza - Chakpanchuria**, J.L. No. 33, P.S. formerly Rajarhat now New Twon, within the local limit of Patharghata Gram Panchayet, in the District North 24 Parganas, by purchasing the same from the said (1) Niranjan Naskar, (2) Adhir Naskar, (3) Ghanteswar Naskar, (4) Chhapila Baidya, (5) Malati Naskar @ Albala Naskar, (6) Pagli Sardar (Naskar), (7) Susanta Mondal & (7A) Sibani Ojha, all successors of Late Dulal Chandra Naskar AND from one (1) Sundari Bala Naskar, (2) Bimal Naskar, (3) Sanat Naskar, (4) Jahar Naskar, (5) Angur Bala Mondal @ Purnima Mondal, (6) Sabita Naskar, (7) Tapan Mondal, (7A) Bansuri Mondal, (7B) Jharna Mondal, (7C) Bamni Mondal & (7D) Sandhya Sardar, all successors of Sridhar Chandra Naskar AND from one (1) Pulin Naskar, (2) Tarak Dasi @ Tarani Naskar, (3) Ranu Dasi @ Renuka Mondal, (4) Tanu Dasi @ Kanan Mondal, (5) Saradamonai Dasi @ Taramoni Naskar, (6) Nandlal Naskar, (6A) Tapan Naskar & (6B) Rekha Rani Naskar @ Rekha Modak, all successors of Late Hriday Nath Naskar), by the strength of a Registered Deed of Conveyance, registered on 01.12.2014, registered in the office of the A.D.S.R. Rajarhat, and recorded in Book No. I, CD Volume No. 22, Pages 1855 to 1888, being Deed No. 13333 for the year 2014.

5.1.1.2.2 **L.R. Records :** After purchasing the aforesaid plot of land, the said (1) Md. Kabirul Mondal, (2) Maslima Khatun @ Maslima Khatun (Bibi), (3) Soma Bhunia & (4) Binota Bera duly recorded their names in the record of the L.R. Settlement, as follows :-

| <u>Name</u>                            | <u>L.R. Khatian No.</u> |
|----------------------------------------|-------------------------|
| Soma Bhunia                            | 3195                    |
| Binota Bera                            | 3196                    |
| Md. Kabirul Mondal                     | 3197                    |
| Maslima Khatun @ Maslima Khatun (Bibi) | 3198                    |



5.1.1.2.3 **Conversion of Land** : The said (1) Maslima Khatun @ Maslima Khatun (Bibi), (2) Soma Bhunia, (3) Md. Kabirul Mondal & (4) Binota Bera, applied before the concerned B.L.&L.R.O. Rajarhat, District North 24 Parganas, for conversion of nature of the said land, comprised in R.S./L.R. Dag No. 984, from 'Sali' to 'Bastu' and the Ld. B.L.&L.R.O. converted the said land comprised in R.S./L.R. Dag No. 984, from 'Sali' to 'Bastu' vide Memo Nos. **(1)** 1269/BL&LRO/RHT/16 dated 07.12.2016 under Conversion Case No. 48/BL&LRO/RAJ/2016 dated 19.01.2016, **(2)** 1270/BL&LRO/RHT/16 dated 07.12.2016 under Conversion Case No. 50/BL&LRO/RAJ/2016 dated 19.01.2016, **(3)** 1271/BL&LRO/RHT/16 dated 07.12.2016 under Conversion Case No. 47/BL&LRO/RAJ/2016 dated 19.01.2016 & **(4)** 1272/BL&LRO/RHT/16 dated 07.12.2016 under Conversion Case No. 49/BL&LRO/RAJ/2016 dated 19.01.2016.

**5.1.1.3 Chain and Title Regarding Absolute Joint Ownership of (1) Arifun Nahar Rahaman, (2) Abul Kalam Azad & (3) Md. Mizanur Rahaman, Landowners under Deed No. 152304855 for the year 2017 :**

5.1.1.3.1 **Absolute Ownership of Sunil Kumar Buchasia (HUF) under Deed No. 13271 for the year 2014** : One Sunil Kumar Buchasia (HUF), became the absolute owner of land measuring **3 (Three) Cottahs 3 (Three) Chittacks 0 (Zero) sq.ft. more or less equivalent to land measuring 5.27 (Five Point Two Seven) Decimals more or less** out of land measuring 20.18 (Twenty Point One Eight) Decimals more or less out of the total land in dag measuring 104 (One Hundred Four) Decimals more or less, comprised in **R.S./L.R. Dag No. 983**, under L.R. Khatian Nos. 376 (in the name of Kanta Charan Naskar @ Srikanta Naskar, son of Late Sital Naskar) & 2329 (in the name of Samar Naskar, son of Jiban Naskar), in **Mouza - Chakpanchuria**, J.L. No. 33, P.S. formerly Rajarhat now New Twon, within the local limit of Patharghata Gram Panchayet, in the District North 24 Parganas, by purchasing the same from one (1) Manoranjan Naskar, son of Late Kanta Charan Naskar @ Srikanta Naskar, (2) Malina Naskar, wife of Sailendra Naskar, (3) Biswajit Naskar, son of Late Sailendra Naskar, (4) Aparna Ghosh (Naskar), wife of Biswajit Ghosh, (5) Suparna Mondal (Naskar), wife of Jayanta Mondal, (6) Supriya Mondal (Naskar), wife of Prasanta Mondal, (7) Debala Bala Mondal, wife of Lakshmi Kanta Mondal, (8) Bidyut Mandal, (9) Prodyut Mondal, both sons of Late Pulin Mondal, (10) Amala Bala Mondal wife of Sunil Mondal, (11) Sibani Mondal, wife of Kama Mondal, (12) Pratap Mondal, son of

Astapada Mondal, (13) Barnali Dhali, wife of Rajkumar Dhali, (14) Swarna Bala Sarkar, wife of Sannyasi Sarkar, (15) Mamata Mandal, wife of Madan Mondal & (16) Samar Naskar, son of Jiban Naskar, by the strength of a Registered Deed of Conveyance, registered on 28.11.2014, registered in the office of the A.D.S.R. Rajarhat, New Town, and recorded in Book No. I, CD Volume No. 22, Pages 374 to 398, being Deed No. 13271 for the year 2014.

5.1.1.3.2 **L.R. Records** : After purchasing the aforesaid plot of land, the said Sunil Kumar Buchasia (HUF) duly recorded its/his names in the record of the **L.R. Khatian No. 3206**.

5.1.1.3.3 **Conversion of Land** : The said Sunil Kumar Buchasia (HUF) applied before the concerned B.L.&L.R.O. Rajarhat, District North 24 Parganas, for conversion of nature of the said land, comprised in R.S./L.R. Dag No. 983 under L.R. Khatian No. 3206, from 'Sali' to 'Bastu' and the Ld. B.L.&L.R.O. converted the said land comprised in R.S./L.R. Dag No. 983, from 'Sali' to 'Bastu' vide Memo No. 1264/BL&LRO/RHT/16 dated 07.12.2016 under Conversion Case No. 52/BL&LRO/RAJ/2016 dated 19.01.2016.

5.1.1.3.4 **Absolute Ownership of Shashi Buchasia under Deed No. 13255 for the year 2014** : One Shashi Buchasia, wife of Sunil Kumar Buchasia, was the absolute owner of land measuring **3 (Three) Cottahs 5 (Five) Chittacks 0 (Zero) sq.ft. more or less equivalent to land measuring 5.48 (Five Point Four Eight) Decimals more or less** out of the total land in dag measuring 122 (One Hundred Twenty Two) Decimals more or less, comprised in **R.S./L.R. Dag No. 984**, under L.R. Khatian Nos. 376 (in the name of Kanta Charan Naskar @ Srikanta Naskar, son of Late Sital Naskar), in **Mouza - Chakpanchuria**, J.L. No. 33, P.S. formerly Rajarhat now New Twon, within the local limit of Patharghata Gram Panchayet, in the District North 24 Parganas, by purchasing the same from one (1) Manoranjan Naskar, son of Late Kanta Charan Naskar @ Srikanta Naskar, (2) Malina Naskar, wife of Sailendra Naskar, (3) Biswajit Naskar, son of Late Sailendra Naskar, (4) Aparna Ghosh (Naskar), wife of Biswajit Ghosh, (5) Suparna Mondal (Naskar), wife of Jayanta Mondal, (6) Supriya Mondal (Naskar), wife of Prasanta Mondal, (7) Debala Bala Mondal, wife of Lakshmi Kanta Mondal, (8) Bidyut Mandal, (9) Prodyut Mondal, both sons of Late Pulin Mondal, (10) Amala Bala Mondal wife of Sunil Mondal, (11)

Sibani Mondal, wife of Kama Mondal, (12) Pratap Mondal, son of Astapada Mondal, (13) Barnali Dhali, wife of Rajkumar Dhali, (14) Swarna Bala Sarkar, wife of Sannyasi Sarkar, (15) Mamata Mandal, wife of Madan Mondal, by the strength of a Registered Deed of Conveyance, registered on 28.11.2014, registered in the office of the A.D.S.R. Rajarhat, New Town, and recorded in Book No. I, CD Volume No. 22, Pages 3535 to 3559, being Deed No. 13255 for the year 2014.

5.1.1.3.5 **L.R. Records** : After purchasing the aforesaid plot of land, the said Shashi Buchasia duly recorded her name in the record of the L.R. Settlement in L.R. Khatian No. 3207.

5.1.1.3.6 **Conversion of Land** : The said Shashi Buchasia applied before the concerned B.L.&L.R.O. Rajarhat, District North 24 Parganas, for conversion of nature of the said land, comprised in R.S./L.R. Dag No. 984 under L.R. Khatian No. 3207, from 'Sali' to 'Bastu' and the Ld. B.L.&L.R.O. converted the said land comprised in R.S./L.R. Dag No. 984, from 'Sali' to 'Bastu' vide Memo No. 1265/BL&LRO/RHT/16 dated 07.12.2016 under Conversion Case No. 51/BL&LRO/RAJ/2016 dated 19.01.2016.

5.1.1.3.7 **Joint Sale by (1) Sunil Kumar Buchasia (HUF) & (2) Shashi Buchasia to (1) Arifun Nahar Rahaman, (2) Abul Kalam Azad & (3) Md. Mizanur Rahaman & Remaining Ownership of (1) Sunil Kumar Buchasia (HUF) & (2) Shashi Buchasia after Sale** : The said (1) Sunil Kumar Buchasia (HUF), represented by its Karta, Sunil Kumar Buchasia & (2) Shashi Buchasia, out of their joint ownership, jointly sold, transferred and conveyed a plot of land measuring :

| <u>Name of the Seller</u>  | <u>R.S./L.R.</u> | <u>L.R. Khatian</u> | <u>Nature of</u> | <u>Sold</u> |
|----------------------------|------------------|---------------------|------------------|-------------|
| <u>Property</u>            | <u>Dag No.</u>   | <u>No.</u>          | <u>Land</u>      | <u>[In</u>  |
| <u>Decimal]</u>            |                  |                     |                  |             |
| Sunil Kumar Buchasia (HUF) | 983              | 3206                | Bastu            |             |
| 1.30                       |                  |                     |                  |             |
| Shashi Buchasia            | 984              | 3207                | Bastu            | <u>3.65</u> |
|                            |                  |                     |                  | <u>4.95</u> |

\_\_\_\_\_ In total plot of Bastu land measuring **4.95 (Four Point Nine Five) Decimals more or less**, comprised in **R.S./L.R. Dag Nos. 983 & 984**, under **L.R. Khatian Nos. 3206 & 3207**, in **Mouza - Chakpanchuria**, J.L. No. 33, P.S. formerly Rajarhat now New Twon, within the local limit of Patharghata Gram Panchayet, in the District North 24 Parganas, to one (1) Arifun Nahar Rahaman, daughter of Ajijur Rahaman, (2) Abul Kalam Azad, son of Mohammad Quadir & (3) Md. Mizanur Rahaman, son of Md. Abdul Gofur, by the strength of a Registered Deed of Conveyance, registered on 05.06.2017, registered in the office of the A.D.S.R. Rajarhat, New Town, and recorded in Book No. I, Volume No. 1523-2017, Pages 138782 to 138812, being Deed No. 152304855 for the year 2017.

After sale, the said (1) Sunil Kumar Buchasia (HUF) & (2) Shashi Buchasia, became the respective owner of the rest of the land measuring :

| <u>Name of the Owner</u>   | <u>R.S./L.R.</u> | <u>L.R. Khatian</u> | <u>Remaining</u>               |
|----------------------------|------------------|---------------------|--------------------------------|
| <u>Ownership</u>           | <u>Dag No.</u>   | <u>No.</u>          | <u>[In Decimal]</u>            |
| Sunil Kumar Buchasia (HUF) | 983              | 3206                | 3.97                           |
| Shashi Buchasia            | 984              | 3207                | 1.83 say 1.89 (in measurement) |

**5.1.1.3.8 Absolute Joint Ownership (1) Arifun Nahar Rahaman, (2) Abul Kalam Azad & (3) Md. Mizanur Rahaman under Deed No. 152304855 for the year 2017 :** Thus on the basis of the aforesaid Registered Deed of Conveyance, bearing Deed No. 152304855 for the year 2017, the said (1) Arifun Nahar Rahaman, (2) Abul Kalam Azad & (3) Md. Mizanur Rahaman, became the absolute joint owners of **ALL THAT** piece and parcel of land measuring :

| <u>R.S./L.R.</u> | <u>L.R. Khatian</u> | <u>Nature of</u> | <u>Total Land in Dag</u> | <u>Joint</u>        |
|------------------|---------------------|------------------|--------------------------|---------------------|
| <u>Dag No.</u>   | <u>No.</u>          | <u>Land</u>      | <u>[In Decimal]</u>      | <u>[In Decimal]</u> |
| 983              | 3206                | Bastu            | 104                      | 1.30                |
| 984              | 3207                | Bastu            | 122                      | 3.65                |
|                  |                     |                  |                          | 4.95                |

\_\_\_\_\_ In total plot of Bastu land measuring **4.95 (Four Point Nine Five) Decimals more or less**, comprised in **R.S./L.R. Dag Nos. 983 & 984**,

under L.R. Khatian Nos. 3206 & 3207, lying and situate at **Mouza - Chakpanchuria**, J.L. No. 33, Re. Sa. No. 205, P.S. New Twon, A.D.S.R.O. Rajarhat, New Town, within the local limit of Patharghata Gram Panchayet, P.O. Chakpanchuria, Kolkata - 700 156, in the District North 24 Parganas, in the State of West Bengal.

5.1.1.3.9 **L.R. Records** : While in absolute joint possession and ownership over the aforesaid joint purchased property, the said (1) Arifun Nahar Rahaman, (2) Abul Kalam Azad & (3) Md. Mizanur Rahaman, duly recorded their names in the record of the L.R. Settlement in following ways :

| Name                 | R.S./L.R. Dag No. | L.R. Khatian No. |
|----------------------|-------------------|------------------|
| Arifun Nahar Rahaman | 983 & 984         | 3616             |
| Abul Kalam Azad      | 983 & 984         | 3617             |
| Md. Mizanur Rahaman  | 983 & 984         | 3618             |

5.1.1.4 **Chain and Title Regarding Absolute Joint Ownership of (1) Rabi Islam, (2) Sohel Rana Shaikh & (3) Adwitiya Chattopadhyay, Landowners herein :**

5.1.1.4.1 **Absolute Ownership of Sunil Kumar Buchasia under Deed No. 13260 for the year 2014** : One Sunil Kumar Buchasia, became the absolute owner of land measuring **4 (Four) Cottahs more or less** out of land measuring 20.18 (Twenty Point One Eight) Decimals more or less out of the total land in dag measuring 104 (One Hundred Four) Decimals more or less, comprised in **R.S./L.R. Dag No. 983**, under L.R. Khatian Nos. **376** (in the name of Kanta Charan Naskar @ Srikanta Naskar, son of Late Sital Naskar) & **2329** (in the name of Samar Naskar, son of Jiban Naskar), in **Mouza - Chakpanchuria**, J.L. No. 33, P.S. formerly Rajarhat now New Twon, within the local limit of Patharghata Gram Panchayet, in the District North 24 Parganas, by purchasing the same from one (1) Manoranjan Naskar, son of Late Kanta Charan Naskar @ Srikanta Naskar, (2) Malina Naskar, wife of Sailendra Naskar, (3) Biswajit Naskar, son of Late Sailendra Naskar, (4) Aparna Ghosh (Naskar), wife of Biswajit Ghosh, (5) Suparna Mondal (Naskar), wife of Jayanta Mondal, (6) Supriya Mondal (Naskar), wife of Prasanta Mondal, (7) Debala Bala Mondal, wife of Lakshmi Kanta Mondal, (8) Bidyut Mandal, (9) Prodyut Mondal, both sons of Late Pulin Mondal, (10) Amala Bala Mondal wife of Sunil Mondal, (11) Sibani Mondal, wife of Kama Mondal, (12) Pratap Mondal, son of Astapada

Mondal, (13) Barnali Dhali, wife of Rajkumar Dhali, (14) Swarna Bala Sarkar, wife of Sannyasi Sarkar, (15) Mamata Mandal, wife of Madan Mondal & (16) Samar Naskar, son of Jiban Naskar, by the strength of a Registered Deed of Conveyance, registered on 28.11.2014, registered in the office of the A.D.S.R. Rajarhat, New Town, and recorded in Book No. I, CD Volume No. 22, Pages 174 to 198, being Deed No. 13260 for the year 2014.

5.1.1.4.2 **L.R. Records** : After purchasing the aforesaid plot of land, the said Sunil Kumar Buchasia duly recorded his name in the record of the **L.R. Khatian No. 3205**.

5.1.1.4.3 **Conversion of Land** : The said Sunil Kumar Buchasia duly applied before the concerned B.L.&L.R.O. Rajarhat, District North 24 Parganas, for conversion of nature of the said land, comprised in R.S./L.R. Dag No. 983 under L.R. Khatian No. 3205, from 'Sali' to 'Bastu' and the Ld. B.L.&L.R.O. converted the said land comprised in R.S./L.R. Dag No. 983, from 'Sali' to 'Bastu' vide Memo No. 1263/BL&LRO/RHT/16 dated 07.12.2016 under Conversion Case No. 53/BL&LRO/RAJ/2016 dated 19.01.2016.

5.1.1.4.4 **Absolute Ownership of Shivani Buchasia under Deed No. 00197 for the year 2015** : One Shivani Buchasia, daughter of Sunil Kumar Buchasia was the absolute owner of land measuring **1.70 (One Point Seven Zero) Decimals more or less but in local measuring 1.69 (One Point Six Nine) Decimals more or less**, comprised in **R.S./L.R. Dag No. 984**, under L.R. Khatian Nos. **2329** (in the name of Samar Naskar, son of Jiban Naskar), **2328** (in the name of Tapan Naskar), **1691** (in the name of Swapan Naskar) & **1717** (in the name of Samir Naskar), in **Mouza - Chakpanchuria**, J.L. No. 33, P.S. formerly Rajarhat now New Twon, within the local limit of Patharghata Gram Panchayet, in the District North 24 Parganas, by purchasing the same from one (1) Samar Naskar, son of Late Jiban Naskar, (2) Aparna Naskar, wife of Late Tapan Naskar, (3) Hemanta Naskar, son of Late Tapan Naskar, (4) Swapan Naskar, (5) Samir Naskar, both sons of Late Bibhuti Naskar, by the strength of a Registered Deed of Conveyance, registered on 09.01.2015, registered in the office of the A.D.S.R. Rajarhat, New Town, and recorded in Book No. I, CD Volume No. 1, Pages 4485 to 4503, being Deed No. 00197 for the year 2015.

5.1.1.4.5 **L.R. Records** : After purchasing the aforesaid plot of land, the said Shivani Buchasia duly recorded her name in the record of the **L.R. Khatian No. 3567**.

5.1.1.4.6 **Joint Sale by (1) Sunil Kumar Buchasia (HUF), (2) Sunil Kumar Buchasia, (3) Shivani Buchasia & (4) Shashi Buchasia to (1) Rabi Islam, (2) Soheli Rana Shaikh & (3) Adwitiya Chattopadhyay AND Remaining Ownership** : The said (1) Sunil Kumar Buchasia (HUF) [out of his remaining ownership as described in Clause No. 5.1.1.3.7], (2) Sunil Kumar Buchasia [out of his ownership as described in Clause No. 5.1.1.4.1], (3) Shivani Buchasia [her ownership as described in Clause No. 5.1.1.4.4] & (4) Shashi Buchasia [his remaining ownership as described in Clause No. 5.1.1.3.7], joint ownership, jointly sold, transferred and conveyed a plot of land measuring :

| <u>Name of the Seller</u>  | <u>R.S./L.R.</u> | <u>L.R. Khatian</u> | <u>Sold Property</u> |
|----------------------------|------------------|---------------------|----------------------|
|                            | <u>Dag No.</u>   | <u>No.</u>          | <u>[In Decimal]</u>  |
| Sunil Kumar Buchasia (HUF) | 983              | 3206                | 0.59                 |
| Sunil Kumar Buchasia       | 983              | 3205                | 2.40                 |
| Shashi Buchasia            | 984              | 3207                | 1.89                 |
| Shivani Buchasia           | 984              | 3567                | <u>1.69</u>          |
|                            |                  |                     | <u>6.57</u>          |

\_\_\_\_\_ In total a plot of Bastu land measuring **6.57 (Six Point Five Seven) Decimals more or less**, comprised in **R.S./L.R. Dag Nos. 983 & 984**, under **L.R. Khatian Nos. 3205, 3206, 3207 & 3567**, in **Mouza - Chakpanchuria**, J.L. No. 33, P.S. formerly Rajarhat now New Town, within the local limit of Patharghata Gram Panchayet, in the District North 24 Parganas, to **(1) Rabi Islam, (2) Soheli Rana Shaikh & (3) Adwitiya Chattopadhyay**, by the strength of a Registered Deed of Conveyance, registered on 05.06.2017, registered in the office of the A.D.S.R. Rajarhat, New Town, and recorded in Book No. I, Volume No. 1523-2017, Pages 138813 to 138848, being Deed No. 152304856 for the year 2017.

After such sale, the said (1) Sunil Kumar Buchasia (HUF) & (2) Sunil Kumar Buchasia, became the respective owner of rest of the land measuring :



| <u>Name of the Owner</u>   | <u>R.S./L.R.</u> | <u>L.R. Khatian</u> | <u>Remaining</u>    |
|----------------------------|------------------|---------------------|---------------------|
| <u>Ownership</u>           | <u>Dag No.</u>   | <u>No.</u>          | <u>[In Decimal]</u> |
| Sunil Kumar Buchasia (HUF) | 983              | 3206                | 3.38                |
| Sunil Kumar Buchasia       | 983              | 3205                | 4.21                |

5.1.1.4.7 **Absolute Joint Ownership (1) Rabi Islam, (2) Sohel Rana Shaikh & (3) Adwitiya Chattopadhyay under Deed No. 152304856 for the year 2017 :** Thus on the basis of the aforesaid Registered Deed of Conveyance, bearing Deed No. 152304856 for the year 2017, the said **(1) Rabi Islam, (2) Sohel Rana Shaikh & (3) Adwitiya Chattopadhyay**, became the absolute joint owners of **ALL THAT** piece and parcel of land measuring :

| <u>R.S./L.R.</u> | <u>L.R. Khatian</u> | <u>Nature of</u> | <u>Total Land in Dag</u> | <u>Joint</u>        |
|------------------|---------------------|------------------|--------------------------|---------------------|
| <u>Dag No.</u>   | <u>No.</u>          | <u>Land</u>      | <u>[In Decimal]</u>      | <u>[In Decimal]</u> |
| 983              | 3205 & 3206         | Bastu            | 104                      | 2.99                |
| 984              | 3207 & 3567         | Bastu            | 122                      | 3.58                |
|                  |                     |                  |                          | 6.57                |

In total a demarcated plot of Bastu land measuring **6.57 (Six Point Five Seven) Decimals more or less**, comprised in **R.S./L.R. Dag Nos. 983 & 984**, under **L.R. Khatian Nos. 3205, 3206, 3207 & 3567**, lying and situate at **Mouza - Chakpanchuria**, J.L. No. 33, Re. Sa. No. 205, P.S. New Twon, A.D.S.R.O. Rajarhat, New Town, within the local limit of Patharghata Gram Panchayet, P.O. Chakpanchuria, Kolkata - 700 156, in the District North 24 Parganas, in the State of West Bengal.

5.1.1.4.8 **L.R. Records :** While in absolute joint possession and ownership over the aforesaid joint purchased property, the said (1) Rabi Islam, (2) Sohel Rana Shaikh & (3) Adwitiya Chattopadhyay, present owners herein, duly recorded their names in the record of the L.R. Settlement in following ways :

| <u>Name</u>            | <u>R.S./L.R. Dag No.</u> | <u>L.R. Khatian No.</u> |
|------------------------|--------------------------|-------------------------|
| Rabi Islam             | 983 & 984                | 3619                    |
| Sohel Rana Shaikh      | 983 & 984                | 3615                    |
| Adwitiya Chattopadhyay | 983 & 984                | 3614                    |

**5.1.1.5 Chain and Title Regarding Absolute Joint Ownership of (1) Bikram Gayen & (2) Salim Mortuja, Landowners herein :**

**5.1.1.5.1 Absolute Joint Ownership of (1) Bikram Gayen & (2) Salim Mortuja under Deed No. 13284 for the year 2014 :** One (1) Bikram Gayen & (2) Salim Mortuja, Landowners herein, became the absolute joint owners of land measuring **8.25 (Eight Point Two Five) Decimals more or less** equivalent to land measuring 5 (Five) Cottahs more or less, comprised in **R.S./L.R. Dag No. 983**, under R.S. Khatian No. 808, L.R. Khatian No. 376 (in the name of Kanta Charan Naskar @ Srikanta Naskar, son of Late Sital Naskar), in **Mouza - Chakpanchuria**, J.L. No. 33, Re. Sa. No. 205, P.S. formerly Rajarhat now New Twon, within the local limit of Patharghata Gram Panchayet, in the District North 24 Parganas, by purchasing the same from one (1) Manoranjan Naskar, son of Late Kanta Charan Naskar @ Srikanta Naskar, (2) Amala Mondal, wife of Sunil Mondal, (3) Sibani Mondal, wife of Kamal Mondal, (4) Debala Mondal, wife of Laxmikanta Mondal, (5) Swarnalata @ Swarna Bala Sarkar, wife of Sanyashi Sarkar, (6) Mamata Mondal, wife of Madan Mondal, (7) Malina Naskar, wife of Late Sailendra Nath Naskar, (8) Biswajit Naskar, son of Late Sailendra Nath Naskar, (9) Aparna Ghosh (Naskar), wife of Biswajit Ghosh, (10) Suparna Mondal (Naskar), wife of Jayanta Mondal, (11) Supriya Mondal (Naskar), wife of Prasanta Mondal, (12) Bidyut Mondal, (13) Pradyut Mondal, both sons of Late Pulin Mondal, (14) Pratap Mondal, son of Astapada Mondal, (15) Barnali Dhali, wife of Rajkumar Dhali, by the strength of a Registered Deed of Conveyance, registered on 28.11.2014, registered in the office of the A.D.S.R. Rajarhat and recorded in Book No. I, CD Volume No. 22, Pages 800 to 824, being Deed No. 13284 for the year 2014.

**5.1.1.5.2 L.R. Records :** After purchasing the aforesaid plot of land, the said (1) Bikram Gayen & (2) Salim Mortuja, Landowners herein, duly recorded their names in the record of the L.R. Settlement, in following manners :

| <u>Name</u>   | <u>L.R. Khatian No.</u> |
|---------------|-------------------------|
| Bikram Gayen  | 3204                    |
| Salim Mortuja | 3203                    |

5.1.1.5.3 **Conversion of Land :** The said (1) Bikram Gayen & (2) Salim Mortuja, Landowners herein, applied before the concerned B.L.&L.R.O. Rajarhat, District North 24 Parganas, for conversion of nature of the said land, comprised in R.S./L.R. Dag No. 983 under L.R. Khatian Nos. 3204 & 3203, from 'Sali' to 'Bastu' and the Ld. B.L.&L.R.O. converted the said land comprised in R.S./L.R. Dag No. 983, from 'Sali' to 'Bastu' vide Memo Nos. 281/BL&LRO/RHT/17 dated 03.03.2017 & 282/BL&LRO/RHT/17 dated 03.03.2017 under Conversion Case No. 45/BL&LRO/RAJ/2016 dated 19.01.2016 & 46/BL&LRO/RAJ/2016 dated 19.01.2016.

5.1.1.6 **Chain and Title Regarding Absolute Ownership of Barun Kumar Pandit :**

5.1.1.6.1 **Absolute Recorded Ownership of Kanta Charan Naskar (Laskar) @ Srikanta Naskar :** One Kanta Charan Naskar (Laskar) @ Srikanta Naskar, son of Late Sital Naskar @ Sital Laskar, was the absolute recorded owner of land comprised in R.S./L.R. Dag Nos. 983 & 984, under R.S. Khatian No. 808, L.R. Khatian No. 376, in Mouza - Chakpanchuria, J.L. No. 33, Re. Sa. No. 205, Touzi No. 173, P.S. formerly Rajarhat now New Twon, within the local limit of Patharghata Gram Panchayet, in the District North 24 Parganas.

5.1.1.6.2 **Demise of Kanta Charan Naskar (Laskar) @ Srikanta Naskar :** While in absolute possession and ownership over the aforesaid plot of land, the said Kanta Charan Naskar (Laskar) @ Srikanta Naskar died intestate leaving behind his four sons namely (1) Haripada Naskar, (2) Monoranjan Naskar, (3) Shailendra Naskar & (4) Astapada Naskar and seven daughters namely (1) Debala Mondal, (2) Kamala Bala Mondal, (3) Amala Bala Mondal, (4) Shibani Mondal, (5) Bulabala Mondal, (6) Sharnabala Mondal & (7) Mamata Mondal, as his legal heirs and successors in interest in respect of the aforesaid property left by the said Kanta Charan Naskar (Laskar) @ Srikanta Naskar, since deceased.

5.1.1.6.3 **Demise of Haripada Naskar :** The said Haripada Naskar, son of Late Kanta Charan Naskar (Laskar) @ Late Srikanta Naskar died intestate, leaving behind his wife, Sabita Naskar, three sons namely (1) Dipu Naskar, (2) Shibnath Naskar & (3) Debabrata Naskar and only daughter namely Purnima Dhali, as his legal heirs and successors in interest in respect of his share in the aforesaid property left by the said Haripada

Naskar, since deceased, in the estate of the said Kanta Charan Naskar (Laskar) @ Srikanta Naskar, since deceased.

**5.1.1.6.4 Sale by Monoranjan Naskar & Others :** While in absolute joint possession and ownership over the aforesaid property, the said (1) Monoranjan Naskar, (2) Shailendra Naskar, (3) Astapada Naskar, (4) Debala Mondal, (5) Kamala Bala Mondal, (6) Amala Bala Mondal, (7) Shibani Mondal, (8) Bulabala Mondal, (9) Sharnabala Mondal & (10) Mamata Mondal, jointly sold, transferred and conveyed all their inherited share received from their deceased father, Late Kanta Charan Naskar (Laskar) @ Late Srikanta Naskar, in R.S./L.R. Dag Nos. 983 & 984, under L.R. Khatian No. 376, in Mouza - Chakpanchuria, by the strength of a several Registered Deeds of Conveyance vide Deed No. 13284, 13285, 13271 & 13260 in the year 2014, all registered in the office of the A.D.S.R. Rajarhat, New Town.

**5.1.1.6.5 Joint Sale by (1) Sabita Naskar, (2) Dipu Naskar, (3) Shibnath Naskar & (4) Purnima Dhali to one of the present owners, Barun Kumar Pandit :** The said (1) Sabita Naskar, (2) Dipu Naskar, (3) Shibnath Naskar & (4) Purnima Dhali, all successors of Late Haripada Naskar, jointly sold, transferred and conveyed their entire inherited share received from their deceased husband and father, Haripada Naskar, i.e. land measuring :

| <u>R.S./L.R.</u> | <u>L.R. Khatian</u> | <u>Nature of</u> | <u>Total Land in Dag</u> | <u>Sold</u>         |
|------------------|---------------------|------------------|--------------------------|---------------------|
| <u>Property</u>  |                     |                  |                          |                     |
| <u>Dag No.</u>   | <u>No.</u>          | <u>Land</u>      | <u>[In Decimal]</u>      | <u>[In Decimal]</u> |
| 983              | 376                 | Sali             | 104                      | 01.29               |
| 984              | 376                 | Sali             | 122                      | <u>00.51</u>        |
|                  |                     |                  |                          | <u>01.80</u>        |

In total land measuring **1.80 (One Point Eight Zero) Decimal more or less**, comprised in **R.S./L.R. Dag Nos. 983 & 984**, under R.S. Khatian No. 808, L.R. Khatian Nos. 376, in **Mouza - Chakpanchuria**, J.L. No. 33, Re. Sa. No. 205, Touzi No. 173, P.S. formerly Rajarhat now New Twon, within the local limit of Patharghata Gram Panchayet, in the District North 24 Parganas, to the present owner, Barun Kumar Pandit, by the strength of a Registered Deed of Conveyance, registered on 27.02.2018, registered in the office of the A.D.S.R. Rajarhat, New Town, and recorded

in Book No. I, Volume No. 1523-2018, Pages 99654 to 99687, being Deed No. 152302616 for the year 2018.

- 5.1.1.6.6 **Absolute Ownership of Barun Kumar Pandit under Deed No. 152302616 for the year 2018 :** Thus on the basis of the aforementioned Registered Deed of Conveyance, bearing Deed No. 152302616 for the year 2018, the said Barun Kumar Pandit, Landowner herein, became the absolute owner of **ALL THAT** piece and parcel of land measuring :

| <u>R.S./L.R.</u>          | <u>L.R. Khatian</u> | <u>Nature of</u> | <u>Total Land in Dag</u> |                     |
|---------------------------|---------------------|------------------|--------------------------|---------------------|
| <u>Absolute Ownership</u> |                     |                  |                          |                     |
| <u>Dag No.</u>            | <u>No.</u>          | <u>Land</u>      | <u>[In Decimal]</u>      | <u>[In Decimal]</u> |
| 983                       | 376                 | Sali             | 104                      | 01.29               |
| 984                       | 376                 | Sali             | 122                      | <u>00.51</u>        |
|                           |                     |                  |                          | 01.80               |

In total land measuring **1.80 (One Point Eight Zero) Decimals be the same a little more or less**, comprised in **R.S./L.R. Dag Nos. 983 & 984**, under R.S. Khatian No. 808, **L.R. Khatian Nos. 376**, lying and situate at **Mouza - Chakpanchuria**, J.L. No. 33, Re. Sa. No. 205, Touzi No. 173, P.S. New Twon, A.D.S.R.O. Rajarhat, New Town, within the local limit of Patharghata Gram Panchayet, in the District North 24 Parganas.

- 5.1.1.6.7 **L.R. Record :** The said Barun Kumar Pandit duly recorded his name in the record of the L.R. Settlement in L.R. Khatian No. 3794.

- 5.1.1.6.8 **Conversion of Land :** The said Barun Kumar Pandit, Landowner herein, applied before the concerned B.L.&L.R.O. Rajarhat, District North 24 Parganas, for conversion of nature of the said land, comprised in R.S./L.R. Dag Nos. 983 & 984 under L.R. Khatian No. 3794, from 'Sali' to 'Bastu' and the Ld. B.L.&L.R.O. converted the said land comprised in R.S./L.R. Dag Nos. 983 & 984, from 'Sali' to 'Bastu' vide Memo No./CON/1623/BLRO/RAJ/19 dated 25.09.2019.

## 5.1.2 **REGISTERED DEVELOPMENT AGREEMENTS :**

- 5.1.2.1 **Executed in between the said (1) Ajharul Islam, (2) Rakesh Samanta, (3) Anup Kumar Bhunya & (4) Shantanu Sinha AND the present Developer, Tirupati Construction :** The said (1) Ajharul Islam, (2)

Rakesh Samanta, (3) Anup Kumar Bhunya & (4) Shantanu Sinha, Landonwers herein, jointly entered into a Registered Development Agreement with the present Developer, Tirupati Construction, for developing their land mentioned therein, with some terms and conditions mentioned in the said Development Agreement. The said Development Agreement was registered on 11.09.2017, registered in the office of the A.D.S.R. Rajarhat, New Town, and recorded in Book No. I, Volume No. 1523-2017, Pages 264717 to 264754, being Deed No. 152309087 for the year 2017.

- 5.1.2.2 **Executed in between the said (1) Md. Kabirul Mondal, (2) Maslima Khatun @ Maslima Khatun (Bibi), (3) Soma Bhunia & (4) Binota Bera AND the said Developer, Tirupati Construction :** The said (1) Md. Kabirul Mondal, (2) Maslima Khatun @ Maslima Khatun (Bibi), (3) Soma Bhunia & (4) Binota Bera, Landonwers herein, jointly entered into a Registered Development Agreement with the said Developer, Tirupati Construction, for developing their land mentioned therein, with some terms and conditions mentioned in the said Development Agreement. The said Development Agreement was registered on 11.09.2017, registered in the office of the A.D.S.R. Rajarhat, New Town, and recorded in Book No. I, Volume No. 1523-2017, Pages 274157 to 274194, being Deed No. 152309269 for the year 2017.
- 5.1.2.3 **Executed in between the said (1) Arifun Nahar Rahaman, (2) Abul Kalam Azad & (3) Md. Mizanur Rahaman AND the said Developer, Tirupati Construction :** The said (1) Arifun Nahar Rahaman, (2) Abul Kalam Azad & (3) Md. Mizanur Rahaman, Landonwers herein, jointly entered into a Registered Development Agreement with the said Developer, Tirupati Construction, for developing their land mentioned therein, with some terms and conditions mentioned in the said Development Agreement. The said Development Agreement was registered on 22.09.2017, registered in the office of the A.D.S.R. Rajarhat, New Town, and recorded in Book No. I, Volume No. 1523-2017, Pages 288820 to 288858, being Deed No. 152309695 for the year 2017.
- 5.1.2.4 **Executed in between the said (1) Bikram Gayen & (2) Salim Mortuja AND the said Developer, Tirupati Construction :** The said (1) Bikram Gayen & (2) Salim Mortuja, Landonwers herein, jointly entered into a Registered Development Agreement with the said Developer, Tirupati

Construction, for developing their land mentioned therein, with some terms and conditions mentioned in the said Development Agreement. The said Development Agreement was registered on 22.09.2017, registered in the office of the A.D.S.R. Rajarhat, New Town, and recorded in Book No. I, Volume No. 1523-2017, Pages 288961 to 288993, being Deed No. 152309700 for the year 2017.

- 5.1.2.5 **Executed in between the said Sunil Kumar Buchasia AND the said Developer, Tirupati Construction :** The said Sunil Kumar Buchasia, Landonwer herein, entered into a Registered Development Agreement with the said Developer, Tirupati Construction, for developing his land mentioned therein, with some terms and conditions mentioned in the said Development Agreement. The said Development Agreement was registered on 22.09.2017, registered in the office of the A.D.S.R. Rajarhat, New Town, and recorded in Book No. I, Volume No. 1523-2017, Pages 288786 to 288819, being Deed No. 152309701 for the year 2017.
- 5.1.2.6 **Executed in between the said Sunil Kumar Buchasia (HUF) AND the said Developer, Tirupati Construction :** The said Sunil Kumar Buchasia (HUF), represented by its Karta, Sunil Kumar Buchasia, Landonwer herein, entered into a Registered Development Agreement with the said Developer, Tirupati Construction, for developing its/his land mentioned therein, with some terms and conditions mentioned in the said Development Agreement. The said Development Agreement was registered on 22.09.2017, registered in the office of the A.D.S.R. Rajarhat, New Town, and recorded in Book No. I, Volume No. 1523-2017, Pages 288752 to 288785, being Deed No. 152309702 for the year 2017.
- 5.1.2.7 **Executed in between the said (1) Rabi Islam, (2) Soheli Rana Shaikh & (3) Adwitiya Chattopadhyay AND the said Developer, Tirupati Construction :** The said (1) Rabi Islam, (2) Soheli Rana Shaikh & (3) Adwitiya Chattopadhyay, Landonwers herein, jointly entered into a Registered Development Agreement with the said Developer, Tirupati Construction, for developing their land mentioned therein, with some terms and conditions mentioned in the said Development Agreement. The said Development Agreement was registered on 22.09.2017, registered in the office of the A.D.S.R. Rajarhat, New Town, and recorded in Book No. I, Volume No. 1523-2017, Pages 288643 to 288683, being Deed No. 152309703 for the year 2017.

5.1.2.8 **Executed in between the said Barun Kumar Pandit AND the said Developer, Tirupati Construction :** The said Barun Kumar Pandit, Landonwer herein, entered into a Registered Development Agreement with the said Developer, Tirupati Construction, for developing his land mentioned therein, with some terms and conditions mentioned in the said Development Agreement. The said Development Agreement was registered on 24.04.2018, registered in the office of the A.D.S.R. Rajarhat, New Town, and recorded in Book No. I, Volume No. 1523-2018, Pages 170921 to 170953, being Deed No. 152304827 for the year 2018.

**5.1.3 REGISTERED DEVELOPMENT POWER OF ATTORNEY AFTER REGISTERED DEVELOPMENT AGREEMENT :**

5.1.3.1 **Executed by the said (1) Ajharul Islam, (2) Rakesh Samanta, (3) Anup Kumar Bhunya & (4) Shantanu Sinha In favour of Tirupati Construction :** The said (1) Ajharul Islam, (2) Rakesh Samanta, (3) Anup Kumar Bhunya & (4) Shantanu Sinha, Landonwers herein, jointly executed a Registered Development Power of Attorney After Registered Development Agreement, wherein, the said owners duly appointed and nominated the said (1) Sandip Das & (2) Sanjay Chowdhury, Partners of Tirupati Construction, Developer herein, as their constituted attorney, with power to sale, transfer and convey the units under purview of Developer's Allocation. The said Development Power of Attorney was registered on 11.09.2017, registered in the office of the A.D.S.R. Rajarhat, New Town, and recorded in Book No. I, Volume No. 1523-2017, Pages 265134 to 265155, being Deed No. 152309091 for the year 2017.

5.1.3.2 **Executed by the said (1) Md. Kabirul Mondal, (2) Maslima Khatun @ Maslima Khatun (Bibi), (3) Soma Bhunia & (4) Binota Bera In favour of the said Tirupati Construction :** The said (1) Md. Kabirul Mondal, (2) Maslima Khatun @ Maslima Khatun (Bibi), (3) Soma Bhunia & (4) Binota Bera, Landonwers herein, jointly executed a Registered Development Power of Attorney After Registered Development Agreement, wherein, the said owners duly appointed and nominated the said (1) Sandip Das & (2) Sanjay Chowdhury, Partners of Tirupati Construction, Developer herein, as their constituted attorney, with power to sale, transfer and convey the units under purview of Developer's Allocation. The said Development Power of Attorney was registered on 22.09.2017, registered in the office of



the A.D.S.R. Rajarhat, New Town, and recorded in Book No. I, Volume No. 1523-2017, Pages 289628 to 289650, being Deed No. 152309682 for the year 2017.

- 5.1.3.3 **Executed by the said (1) Arifun Nahar Rahaman, (2) Abul Kalam Azad & (3) Md. Mizanur Rahaman In favour of the said Tirupati Construction :** The said (1) Arifun Nahar Rahaman, (2) Abul Kalam Azad & (3) Md. Mizanur Rahaman, Landonwers herein, jointly executed a Registered Development Power of Attorney After Registered Development Agreement, wherein, the said owners duly appointed and nominated the said (1) Sandip Das & (2) Sanjay Chowdhury, Partners of Tirupati Construction, Developer herein, as their constituted attorney, with power to sale, transfer and convey the units under purview of Developer's Allocation. The said Development Power of Attorney was registered on 22.09.2017, registered in the office of the A.D.S.R. Rajarhat, New Town, and recorded in Book No. I, Volume No. 1523-2017, Pages 287335 to 287355, being Deed No. 152309728 for the year 2017.
- 5.1.3.4 **Executed by the said (1) Bikram Gayen & (2) Salim Mortuja In favour of the said Tirupati Construction :** The said (1) Bikram Gayen & (2) Salim Mortuja, Landonwers herein, jointly executed a Registered Development Power of Attorney After Registered Development Agreement, wherein, the said owners duly appointed and nominated the said (1) Sandip Das & (2) Sanjay Chowdhury, Partners of Tirupati Construction, Developer herein, as their constituted attorney, with power to sale, transfer and convey the units under purview of Developer's Allocation. The said Development Power of Attorney was registered on 22.09.2017, registered in the office of the A.D.S.R. Rajarhat, New Town, and recorded in Book No. I, Volume No. 1523-2017, Pages 290151 to 290168, being Deed No. 152309732 for the year 2017.
- 5.1.3.5 **Executed by the said Sunil Kumar Buchasia In favour of the said Tirupati Construction :** The said Sunil Kumar Buchasia, Landonwer herein, executed a Registered Development Power of Attorney After Registered Development Agreement, wherein, the said owners duly appointed and nominated the said (1) Sandip Das & (2) Sanjay Chowdhury, Partners of Tirupati Construction, Developer herein, as his constituted attorney, with power to sale, transfer and convey the units under purview of Developer's Allocation. The said Development Power of

Attorney was registered on 22.09.2017, registered in the office of the A.D.S.R. Rajarhat, New Town, and recorded in Book No. I, Volume No. 1523-2017, Pages 290169 to 290185, being Deed No. 152309734 for the year 2017.

- 5.1.3.6 **Executed by the said Sunil Kumar Buchasia (HUF) In favour of the said Tirupati Construction :** The said Sunil Kumar Buchasia (HUF), represented by its Karta, Sunil Kumar Buchasia, Landonwer herein, executed a Registered Development Power of Attorney After Registered Development Agreement, wherein, the said owner duly appointed and nominated the said (1) Sandip Das & (2) Sanjay Chowdhury, Partners of Tirupati Construction, Developer herein, as its/his constituted attorney, with power to sale, transfer and convey the units under purview of Developer's Allocation. The said Development Power of Attorney was registered on 22.09.2017, registered in the office of the A.D.S.R. Rajarhat, New Town, and recorded in Book No. I, Volume No. 1523-2017, Pages 290224 to 290240, being Deed No. 152309735 for the year 2017.
- 5.1.3.7 **Executed by the said (1) Rabi Islam, (2) Soheli Rana Shaikh & (3) Adwitiya Chattopadhyay In favour of the said Tirupati Construction :** The said (1) Rabi Islam, (2) Soheli Rana Shaikh & (3) Adwitiya Chattopadhyay, Landonwers herein, jointly executed a Registered Development Power of Attorney After Registered Development Agreement, wherein, the said owners duly appointed and nominated the said (1) Sandip Das & (2) Sanjay Chowdhury, Partners of Tirupati Construction, Developer herein, as their constituted attorney, with power to sale, transfer and convey the units under purview of Developer's Allocation. The said Development Agreement was registered on 22.09.2017, registered in the office of the A.D.S.R. Rajarhat, New Town, and recorded in Book No. I, Volume No. 1523-2017, Pages 290129 to 290150, being Deed No. 152309725 for the year 2017.
- 5.1.3.8 **Executed by the said Barun Kumar Pandit In favour of the said Tirupati Construction :** The said Barun Kumar Pandit, Landonwer herein, executed a Registered Development Power of Attorney After Registered Development Agreement, wherein, the said owner duly appointed and nominated the said (1) Sandip Das & (2) Sanjay Chowdhury, Partners of Tirupati Construction, Developer herein, as his constituted attorney, with power to sale, transfer and convey the units

under purview of Developer's Allocation. The said Development Power of Attorney was registered on 24.04.2018, registered in the office of the A.D.S.R. Rajarhat, New Town, and recorded in Book No. I, Volume No. 1523-2018, Pages 171841 to 171859, being Deed No. 152304833 for the year 2018.

#### **5.1.4 AMALGAMATION, SANCTION OF BUILDING PLAN & CONSTRUCTION OF BUILDING COMPLEX :**

5.1.4.1 **Amalgamation :** The said (1) Ajharul Islam, (2) Rakesh Samanta, (3) Anup Kumar Bhunya & (4) Shantanu Sinha as First Parties AND the said (1) Md. Kabirul Mondal, (2) Maslima Khatun @ Maslima Khatun (Bibi), (3) Soma Bhunia & (4) Binota Bera as Second Parties AND the said (1) Arifun Nahar Rahaman, (2) Abul Kalam Azad & (3) Md. Mizanur Rahaman as Third Parties AND the said (1) Rabi Islam, (2) Sohel Rana Shaikh & (3) Adwitiya Chattopadhyay as Fourth Parties AND the said Sunil Kumar Buchasia (HUF) as Fifth Party AND the said Sunil Kumar Buchasia as Sixth Party AND the said (1) Bikram Gayen & (2) Salim Mortuja as Seventh Parties AND the said Barun Kumar Pandit as Eighth Party, jointly amalgamated their respective plot of land into one single and amalgamated plot of land in total amalgamated plot of land measuring 43.02 (Forty Three Point Zero Two) Decimals more or less [but in physical measurement is 44.82 (Forty Four Point Eight Two) Decimals more or less equivalent to 27 (Twenty Seven) Cottahs 1 (One) Chittack 39 (Thirty Nine) sq.ft. more or less and the said amalgamated plot of land is morefully described in the First Schedule hereunder written, by executing a Deed of Amalgamation on 10.05.2018.

5.1.4.3 **Sanction of Building Plan :** The said Tirupati Construction, Developer herein, as constituted attorney of the said relevant owners, duly sanctioned a building plan from the concerned District Engineer North 24 Parganas, Zilla Parishad and sanctioned and approved by Executive Officer, Rajarhat Panchayet Samity, vide Sanctioned Plan/Approved Order No. 1140/RPS dated 04.09.2020.

5.1.4.4 **Construction of Building/Complex :** On the basis of the said sanctioned building plan/approved order, the said Tirupati Construction, Developer herein, is constructed a multi storied building complex namely "TIRUPATI GREEN HEIGHTS" consisting its four blocks/buildings namely 'Block-A',

'Block-B', 'Block-C' & 'Block-D' respectively, on the said amalgamated plot of land and the said amalgamated plot of land is morefully described in the First Schedule hereunder written.

5.1.5 **DESIRE OF PURCHASE & ACCEPTANCE AND CONSIDERATION :**

- 5.1.5.1 **Desire of Purchaser/s for purchasing a Flat from Developer's Allocation :** The Purchaser/s herein perused and inspected Title Deed/s, Registered Development Agreement, Registered Development Power of Attorney, Building Sanctioned Plan and other related documents in respect of the schedule mentioned property including its amenities and facilities and areas and satisfied himself/herself in regards thereto and approached to the said Tirupati Construction, Developer herein, to purchase **ALL THAT** piece and parcel of one independent residential flat, being **Flat No. '.....'**, on the ..... **Floor, ..... Side**, in **'Block- .....**', measuring ..... (.....) **Square Feet be the same a little more or less of super built up area**, lying and situate in the building/complex namely **"TIRUPATI GREEN HEIGHTS"** situate at Chakpanchuria, Naskarhati, P.O. Chakpanchuria, P.S. New Town (now Technocity), Kolkata - 700156, District North 24 Parganas, West Bengal, morefully described in the Second Schedule hereunder written, lying and situated on the amalgamated plot of land, morefully described in the Second Schedule hereunder written, lying and situate on the said plot of land, which is morefully described in the First Schedule hereunder written, together with undivided proportionate share of land, common areas, common amenities and common facilities of the said property, lying in the said building from Developer's Allocation **[Hereinafter called and referred to as the SAID FLAT/SAID PROPERTY]**.
- 5.1.5.2 **Acceptance by Developer :** The said Tirupati Construction, Developer/Confirming Party herein accepted the aforesaid proposal of the Purchasers herein and agreed to sell the **SAID FLAT/SAID PROPERTY**, which is morefully described in the Second Schedule hereunder written, together with land share and share in common portion.
- 5.1.5.3 **Consideration :** The total sale consideration of the **SAID FLAT/SAID PROPERTY** is **Rs..... (Rupees .....**)

**only**, subsequently the Purchasers herein already paid the same to the said Tirupati Construction, Developer/Confirming Party herein as per memo attached herewith.

5.1.6 **LAND SHARE & SHARE IN COMMON PORTIONS :**

5.1.6.1 **Land Share :** Undivided, impartible, proportionate and variable share in the land comprised in the Said Property as is attributable to the Said Flat morefully described in the Part-I of the Third Schedule hereinafter written (**Land Share**). The Land Share is/shall be derived by taking into consideration the proportion which the super built-up area of the Said Flat bears to the total super built-up area of the Said Building.

5.1.6.2 **Share In Common Portions :** Undivided, impartible, proportionate and variable share and/or interest in the common areas, amenities and facilities of the Said Building/Complex is attributable to the Said Flat (**Share In Common Portions**), the said common areas, amenities and facilities being described in the Part-II of the Third Schedule below (**collectively Common Portions**). The Share in Common Portions is/shall be derived by taking into consideration the proportion which the super built-up area of the Said Flat bears to the total super built-up area of the Said Building.

6. **REPRESENTATIONS, WARRANTIES AND COVENANTS REGARDING ENCUMBRANCES :** The Landowners/Vendors and Developer/Confirming Party represent, warrant and covenant regarding encumbrances as follows :

6.1 **No Acquisition/Requisition :** The Landowners/Vendors and Developer/Confirming Party have not received any notice from any authority for acquisition, requisition or vesting of the Said Flat and/or any part of the property in which the building/complex is lying and declare that the Said Flat is not affected by any scheme of the concerned authority/authorities or Government or any Statutory Body.

6.1.1 **No Encumbrance :** The Landowners/Vendors and Developer/Confirming Party have not at any time done or executed or knowingly suffered or been party or privy to any act, deed, matter or thing, including grant of right of

easement, whereby the Said Flat or any part thereof can or may be impeached, encumbered or affected in title.

- 6.1.2 **Right, Power and Authority to Sell :** The Landowners/Vendors and Developer/Confirming Party have good right, full power, absolute authority and indefeasible title to grant, sell, convey, transfer, assign and assure the Said Flat to the Purchasers herein.
- 6.1.3 **No Dues :** No tax in respect of the Said Flat is due to the concerned authority or authorities and no Certificate Case is pending for realisation of any taxes from the Landowners/Vendors and the Developer/Confirming Party herein.
- 6.1.4 **No Mortgage :** No mortgage or charge has been created by the Landowners/Vendors and the Developer/Confirming Party in respect of the Said Flat or any part thereof.
- 6.1.5 **No Personal Guarantee :** The Said Flat is not affected by or subject to any personal guarantee for securing any financial accommodation.
- 6.1.6 **No Bar by Court Order or Statutory Authority :** There is no order of Court or any other statutory authority prohibiting the Landowners/Vendors and Developer/Confirming Party from selling, transferring and/or alienating the Said Flat or any part thereof.

## 7. **BASIC UNDERSTANDING :**

- 7.1 **Agreement to Sell and Purchase :** The Purchaser/s herein has/have approached to the Developer/Confirming Party and the Landowners/Vendors and offered to purchase the **SAID FLAT/SAID PROPERTY**, which is morefully described in the Second Schedule hereunder written, and the Purchasers based on the representations, warranties and covenants mentioned hereinabove (collectively Representations), have agreed to purchase the Said Flat/Said Property from the Developer/Confirming Party and Landowners/Vendors herein through Developer's Allocation, and in this regard, an Agreement for Sale has already been executed in between the parties herein in respect of the said flat/said property on .....

8. **TRANSFER :**

8.1 **Hereby Made :** The Developer/Confirming Party and Landowners/Vendors hereby sell, convey and transfer the Purchasers the entirety of their right, title and interest of whatsoever or howsoever nature in the **SAID FLAT/SAID PROPERTY**, which is morefully described in the Second Schedule hereinafter written, together with proportionate undivided share of land morefully described in the Part-I of the Third Schedule (**said land share**) and also together with all easement rights for egress and ingress of all common spaces, amenities and facilities (**said common portion**) in the said building/complex, described and referred in the Part-II of the Third Schedule hereinafter written.

8.1.1 **Consideration :** The aforesaid transfer is being made in consideration of a sum of **Rs..... (Rupees .....)** only paid by the Purchasers to the Developer/Confirming Party herein, receipts of which the Developer/Confirming Party hereby and by the Memo and Receipts hereunder written admit and acknowledge.

9. **TERMS OF TRANSFER :**

9.1 **Salient Terms :** The transfer being effected by this Conveyance is :

9.1.1 **Sale :** A sale within the meaning of the Transfer of Property Act, 1882.

9.1.2 **Absolute :** Absolute, irreversible and perpetual.

9.1.3 **Free from Encumbrances :** Free from all encumbrances of any and every nature whatsoever including but not limited to all claims, demands, encumbrances, mortgages, charges, liens, attachments, lispendens, uses, trusts, prohibitions, Income Tax Attachments, Financial Institution charges, reversionary rights, residuary rights, statutory prohibitions, acquisitions, requisitions, vestings and liabilities whatsoever.

9.2 **SUBJECT TO :** The transfer being effected by this Conveyance is subject to :

9.2.1 **Indemnification :** Indemnification by the Landowners/Vendors and Developer/Confirming Party about the correctness of their title and

authority to sell and this Conveyance is being accepted by the Purchasers on such express indemnification by the Landowners/Vendors and Developer/Confirming Party about the correctness of their title and the representation and authority to sell, which if found defective or untrue at any time, the Landowners/Vendors and Developer/Confirming Party shall at their cost forthwith take all necessary steps to remove and/or rectify.

- 9.2.2 **Transfer of Property Act** : All obligations and duties of Landowners/Vendors and Developer/Confirming Party and the Purchasers as provided in the Transfer of Property Act, 1882, save as contracted to the contrary hereunder.
- 9.2.3 **Delivery of Possession** : Khas, vacant and peaceful possession of the Said Flat has been handed over by the Landowners/Vendors and Developer/Confirming Party to the Purchasers, which the Purchasers admit, acknowledge and accept.
- 9.2.4 **Outgoings** : All statutory revenue, cess, taxes, surcharges, outgoings and levies of or on the Said Flat relating to the period till the date of this Conveyance, whether as yet demanded or not, shall be borne, paid and discharged by the Landowners/Vendors and Developer/Confirming Party with regard to which the Landowners/Vendors and Developer/Confirming Party hereby indemnify and agree to keep the Purchasers fully and comprehensively saved, harmless and indemnified.
- 9.2.5 **Holding Possession** : The Landowners/Vendors and Developer/Confirming Party hereby covenant that the Purchasers and their heirs, executors, administrators, representatives and assigns, shall and may, from time to time, and at all times hereafter, peacefully and quietly enter into, hold, possess, use and enjoy the Said Flat and every part thereof and receive rents, issues and profits thereof and all other benefits, rights and properties hereby granted, sold, conveyed, transferred, assigned and assured or expressed or intended so to be unto and to the Purchasers, without any lawful eviction, hindrance, interruption, disturbance, claim or demand whatsoever from or by the Landowners/Vendors and Developer/Confirming Party or any person or persons lawfully or equitably claiming any right or estate therein from under or in trust from the Landowners/Vendors and Developer/Confirming Party.



- 9.2.6 **No Objection to Mutation** : The Landowners/Vendors and Developer/Confirming Party declare that the Purchasers can fully be entitled to mutate their names in the record of the concerned authority/authorities and to pay tax or taxes and all other impositions in their own names. The Landowners/Vendors and Developer/Confirming Party undertake to co-operate with the Purchasers in all respect to cause mutation of the Said Flat in the name of the Purchasers and in this regard shall sign all documents and papers as required by the Purchasers.
- 9.2.7 **Further Acts** : The Landowners/Vendors and Developer/Confirming Party hereby covenant that the Landowners/Vendors and Developer/Confirming Party or any person claiming under them, shall and will from time to time and at all times hereafter, upon every request and cost of the Landowners/Vendors and Developer/Confirming Party and/or their successors-in-interest, does and executes or cause to be done and executed all such acts, deeds and things for further or more perfectly assuring the title of the Said Property.

**THE FIRST SCHEDULE ABOVE REFERRED TO**  
**[Description of Amalgamated Plot of Land & Premises]**

**ALL THAT** piece and parcel of a demarcated and amalgamated plot of Bastu land measuring **27 (Twenty Seven) Cottahs 1 (One) Chittack 39 (Thirty Nine) sq.ft. be the same a little more or less**, lying and situate at **Mouza - Chakpanchuria**, J.L. No. 33, Re. Sa. No. 205, Touzi No. 173, P.S. New Twon (now Technocity), comprised in **R.S./L.R. Dag Nos. 983 & 984**, under R.S. Khatian No. 808, L.R. Khatian Nos. 376 corresponding to **L.R. Khatian Nos. 3200, 3199, 3202, 3201, 3195, 3196, 3197, 3198, 3206, 3616, 3617, 3618, 3205, 3619, 3615, 3614, 3204, 3203, 3794**, A.D.S.R.O. Rajarhat, New Town, within the local limit of Patharghata Gram Panchayet, [Near Chakpanchuria, Naskarhati, P.O. Chakpanchuria, P.S. New Town (now Technocity), Kolkata - 700156], in the District North 24 Parganas, in the State of West Bengal. The amalgamated plot of land is butted and bounded as follows :-

- ON THE NORTH : 21 ft. Wide Patharghata Panchayet Road.
- ON THE SOUTH : R.S. Dag Nos. 984 & 990.
- ON THE EAST : Prahari Co-operative Housing Samity Limited / R.S. Dag No. 998.
- ON THE WEST : Part of R.S. Dag Nos. 983 & 984.

**THE SECOND SCHEDULE ABOVE REFERRED TO**

**[Description of Flat]**

**[Sold Property/Said Property]**

**ALL THAT** piece and parcel of one independent and complete Tiles flooring residential flat, being **Flat No. ‘.....’**, on the ..... **Floor**, ..... **Side**, measuring ..... **Square Feet be the same a little more or less of super built up area**, consisting ..... Bed Rooms, One Drawing-cum-Dining, One Kitchen, ..... Toilets & ..... Balcony, lying and situate in the said building/complex namely **“TIRUPATI GREEN HEIGHTS”** situate at Chakpanchuria, Naskarhati, P.O. Chakpanchuria, P.S. New Town (now Technocity), Kolkata - 700156, District North 24 Parganas, West Bengal, lying and situated on the said amalgamated plot of land, which is morefully described in the First Schedule hereinbefore written, which is morefully described in the First Schedule hereinabove written, together with undivided proportionate share of land, common areas, common amenities, common facilities of the said property, lying in the said building complex. A Floor Plan of the said flat is enclosed herewith and the said floor plan is/will be treated as part and parcel of this present Deed of Conveyance.

**THE THIRD SCHEDULE ABOVE REFERRED TO**

**[Common Portions]**

**Building Level :**

- :: Lobbies on all floors and staircase of the Said Building.
- :: Lift machine room and lift well of the Said Building.
- :: Water reservoirs/tanks of the Said Building.
- :: Water supply, pipeline in the Said Building (save those inside any Unit).
- :: Drainage and sewage pipeline in the Said Building (save those inside any Unit).
- :: Wiring, fittings and accessories for lighting of lobbies, staircase and other common portions of the Said Building.
- :: Space for Electricity meters.
- :: Ultimate roof of the building will be treated as common space.

**Complex Level :**

- :: Water Treatment Plant & 24 hour water supply arrangement.
- :: Water pump/s and motor/s.

- :: Central drainage and sewage pipeline and connection with Panchayet Authority.
- :: Wiring, fittings and accessories for lighting of common portions.
- :: Installations for receiving and distributing electricity from supply agency.
- :: Boundary walls and main gates.
- :: CC TV, 24 hours security arrangement facility.
- :: Community Hall, Gym & Power Back-up.
- :: Other such common areas, fittings and installations as may be specified by the developer to be common areas fittings and installations/equipments.

**THE FOURTH SCHEDULE ABOVE REFERRED TO**  
**[Specifications]**

1. STRUCTURE : Building designed with R.C.C. Frame structure which rest on individual column, design approved by the competent authority.
2. EXTERNAL WALL : 8" thick brick wall and plastered with cement mortar.
3. INTERNAL WALL : 3" thick brick wall and plastered with cement mortar.
4. FLOORING : Flooring is of flat will be of Floor Tiles.
5. BATH ROOM : Bath room fitted upto 5'-6" height with glazed tiles of standard brand.
6. KITCHEN : Cooking platform and sink will be of Black stone 3' height standard tiles above the platform to protect the oil spot.
7. TOILET : European type commode with standard P.V.C. Cistern. All fittings are in standard type. One wash hand basin is in dining space.
8. DOORS : Sal Wood Frame. All doors including Main Door & Other door pilla of the flat of flash door.
9. WINDOWS : Alluminium Sliding.
10. WATER SUPPLY : Water supply around the clock is assured for which necessary submartible pump/deep tube well will be installed.
11. PLUMBING : Toilet concealed wiring with PVC Pipe with two bibcock, one shower each in toilet, all fittings are standard quality.
12. LIFT : Four/Five persons capacity lift will be provided.

**ELECTRICAL WORKS :**

1. Full concealed wiring with copper conduit.
2. In Bed Room : Two light points, only one 5 amp. plug point, one fan point.
3. Living/Dining Room : Two light points, One Fan point, one 5 amp. plug, one 15 amp. plug (as per required area).

4. Kitchen : One light point, one exhaust fan point and one 15 amp. plug point & one Acquaguard Point.
5. Toilet : One light point, one 15 amp. plug point, one exhaust fan point.
6. One light point at main entrance.
7. Calling Bell : One calling bell point at the main entrance.

**PAINTING :**

- a) Inside wall of the flat will be finished with plaster of paris/putty and external wall with super snowcem or equivalent.
- b) All door and windows frame painted with two coats white primer.

**EXTRA WORK :** Any work other then specified above would be regarded as extra work for which separate payment is required.

**THE FIFTH SCHEDULE ABOVE REFERRED TO**  
**[Common Expenses / Maintenance Charges]**

1. Common Utilities : All charges and deposits for supply, operation and maintenance of common utilities.
2. Electricity : All charges for the electricity consumed for the operation of the common machinery and equipment of the said Building/Complex.
3. Association : Establishment and all other capital and operational expenses of the Association.
4. Litigation : All litigation expenses incurred for the common purposes and relating to common use and enjoyment of the common portions.
5. Maintenance : All costs for maintaining, operating, replacing, repairing, white-washing, painting, decorating, re-decorating, re-building, re-constructing, lighting and renovating the common portions [including the exterior or interior (but not inside any unit) walls of the said Building/Complex].
6. Operational : All expenses for running and operating all machinery, equipments and installations comprised in the common portions, including lifts, changeover switches, pumps and other common installations including their license fees, taxes and other levies (if any) and expenses ancillary or incidental thereto and the lights of the common portions.
7. Rates and Taxes : Municipal Tax, Surcharge, Water Tax and other levies in respect of the said Building save those separately assessed on the buyer/s.
8. Staff : The salaries of and all other expenses on the staff to be employed for the common purposes, viz. manager, caretaker, clerks, security personnel,

liftmen, sweepers, plumbers, electricians, etc. including their perquisites, bonus and other emoluments and benefits as decided by the members of the association of the building/complex.

**IN WITNESS WHEREOF** the parties hereto have hereunto set and subscribed their respective hands and seals on the day, month and year first above written.

**SIGNED, SEALED AND DELIVERED**

by the parties at Kolkata

In presence of :-

1.

Sandip Das

Sanjay Chowdhury

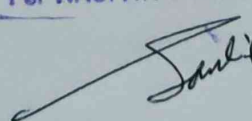
As Constituted Attorneys of

- (1) Ajharul Islam, (2) Rakesh Samanta,  
 (3) Anup Kumar Bhunya, (4) Shantanu Sinha  
 (5) Md. Kabirul Mondal, (6) Maslima Khatun  
 (7) Soma Bhunia, (8) Binota Bera  
 (9) Arifun Nahar Rahaman, (10) Abul Kalam Azad  
 (11) Md. Mizanur Rahaman, (12) Rabi Islam,  
 (13) Sohel Rana Shaikh, (14) Adwitiya Chattopadhyay  
 (15) Sunil Kumar Buchasia (HUF),  
 (16) Sunil Kumar Buchasia, (17) Bikram Gayen,  
 (18) Salim Mortuja & (19) Barun Kumar Pandit

**Landowners/Vendors**

.....  
**Purchaser**

For TIRUPATI CONSTRUCTION

  
 Partner

Sandip Das

Sanjay Chowdhury  
Partners of Tirupati Construction  
**Developer**

**MEMO OF CONSIDERATION**

Received on or before executing this present Agreement, a sum of **Rs...../- (Rupees .....)** **only** as part of the total consideration of the said flat, which is morefully mentioned in the Second Schedule herein above written, from the above named Purchaser, as per Money Receipt given to the Purchaser, as follows :-

| <b><u>Transfer/Cheque No.</u></b> | <b><u>Date</u></b> | <b><u>Bank's Name</u></b> | <b><u>Amount</u></b> |
|-----------------------------------|--------------------|---------------------------|----------------------|
| .....                             | .....              | .....                     | .....                |
| <b>TOTAL :</b>                    |                    |                           |                      |
| <b>Rs.....</b>                    |                    |                           |                      |

**Witnesses :-**

1.

2.

Sandip Das

Sanjay Chowdhury  
Partners of Tirupati Construction  
**Developer**

**For TIRUPATI CONSTRUCTION**

**Partner**