

DEED OF CONVEYANCE

THIS DEED OF CONVEYANCE made this the day of, Two
Thousand Twenty Four (2024).

BETWEEN

(1) (1)SMT. RESHMI SAHA (PAN EFAPS9122G), daughter of Late Anup Kumar Saha, by Religion - Hindu, by occupation- Student, by Nationality - Indian, residing at, 3 No. Banshhata Lane, Post Office-Khagra, Police Station-Berhampore, Town Sub-Registry Office Berhampore, District-Murshidabad, duly represented by its attorney **WRIDDHI TRADERS (PAN - AACFW1304M)**, a Partnership Firm having its registered office at 26, Mahamaya Mandir Road, Mahamayatala, Post Office - Garia, Police Station - Sonarpur, Kolkata - 700 084, District - South-24 Parganas, represented by its Partner and authorized signatory **SRI BIKASH AGARWAL (PAN - AHAPA8484B)**, son of Late Rajendra Kumar Agarwal, by religion - "Hindu, by occupation - Business, by Nationality - Indian, residing at 26, Mahamaya Mandir Road, Mahamayatala, Post Office - Garia, Police Station - Sonarpur, Kolkata - 700084, District - South-24 Parganas, by virtue of a Development Power of Attorney registered on 28.11.2019 in the office of A.D.S.R. – Sonarpur, and same was recorded in Book No. I, Volume No. 1608-2019, Pages from 191772 to 191791, Being No. 160806508 for the year 2019, **(2) SMT. MITHU SAMADDAR (PAN CKOPS1588M)**, daughter of Sri Shivo Prosad Samaddar, by occupation- Housewife, by Religion Hindu, by Nationality - Indian, residing at Budhurpara, Post Office Goaljan, Police Station Berhampore, Town Sub Registry Office - Berhampore, Pin- 742188, District-Murshidabad, duly represented by its attorney **WRIDDHI TRADERS (PAN - AACFW1304M)**, a Partnership Firm having its registered office at 26, Mahamaya Mandir Road, Mahamayatala, Post Office - Garia, Police Station - Sonarpur, Kolkata - 700 084, District - South-24 Parganas, represented by its Partner and authorized signatory **SHRI BIKASH AGARWAL (PAN - AHAPA8484B)**, son of Late Rajendra Kumar Agarwal, by religion - "Hindu, by occupation - Business, by Nationality - Indian, residing at 26, Mahamaya Mandir Road, Mahamayatala, Post Office - Garia, Police Station - Sonarpur, Kolkata - 700084, District - South-24 Parganas, by virtue of a Development Power of Attorney registered on 30.09.2019 in the office of A.D.S.R. – Sonarpur, and same was recorded in Book No. I, Volume No. 1608-2019, Pages from 165056 to 165075, Being No. 160805752 for the year 2019, **(3) SRI RAJIV KUMAR GUPTA (PAN - ADWPG0176E)**, son of Sri Hiralal

Gupta, by faith - Hindu, by Occupation - Business, by Nationality - Indian, residing at 10/2A, Alipore Park Place, Police Station and Post Office - Alipore, Kolkata 700027, **(4) SRI SHIVAM GUPTA (PAN ATHPG1197N)**, son of Sri Rajiv Kumar Gupta, **(5) SRI NRIPESH GUPTA (PAN AXWPG4446K)**, son of Sri Keshav Kumar Gupta, **(6) SMT CHITRA GUPTA (PAN ADTPG6038J)**, wife of Sri Rajiv Kumar Gupta, **(7) SMT MONIKA GUPTA (PAN ADTPG6039K)**, wife of Sri Keshav Kumar Gupta, all by occupation Business, all by religion Hindu, all by Nationality Indian, all residing at 10/2A. Alipore Park Place, Post Office & Police Station - Alipore, Kolkata- 700027, **(8) R K INVESTMENT (PAN AADFR9444C)**, a registered partnership firm having its registered office at 81, Bentinck Street. Police Station Bowbazar, Post Office Lalbazar, Kolkata - 700 001, represented by one of its Partners **SRI RAJIV KUMAR GUPTA (PAN ADWPG0176E)**, son of Hiralal Gupta, by occupation Business, by religion Hindu, by nationality Indian, residing at 10/2A. Alipore Park Place, Police Station - Alipore, Post Office - Alipore, Kolkata - 700 027. **(9) GAYA PRASAD HIRALAL Ltd (PAN AABCG0025F)**, a company incorporated under Companies Act, 2013 having its registered office at 81, Bentinck Street, Police Station - Bowbazar, Post Office - Lalbazar. Kolkata - 700 001, **4 to 9** duly represented by its attorney **WRIDDHI TRADERS (PAN - AACFW1304M)**, a Partnership Firm having its registered office at 26, Mahamaya Mandir Road, Mahamayatala, Post Office - Garia, Police Station - Sonarpur, Kolkata - 700 084, District - South-24 Parganas, represented by its Partner and authorized signatory **SHRI BIKASH AGARWAL (PAN - AHAPA8484B)**, son of Late Rajendra Kumar Agarwal, by religion - "Hindu, by occupation - Business, by Nationality - Indian, residing at 26, Mahamaya Mandir Road, Mahamayatala, Post Office - Garia, Police Station - Sonarpur, Kolkata - 700084, District - South-24 Parganas, by virtue of a Development Power of Attorney registered on 08.09.2020 in the office of A.D.S.R. – Sonarpur, and same was recorded in Book No. I, Volume No. 1608-2020 Pages from 85023 to 85068, Being No.160802851 for the year 2019, **(10) SRI KESHAV KUMAR GUPTA, (PAN - AFWPG1480M)**, son of Sri Hiralal Gupta, by faith Hindu, by occupation Business, by Nationality Indian. residing at 10/2A, Alipore Park Place, Post Office and Police Station - Alipore, Kolkata-

700027, **(11) SMT. RASHMIKA ROY CHOWDHURY alias RASHMIKA GUPTA, (PAN - BHNPC3749K)**, wife of Sri Nripesh Gupta, by faith Hindu, by occupation - House Wife, by Nationality Indian, residing at 10/2A, Alipore Park Place, Post Office and Police Station Alipore, Kolkata 700027, **5,7,10 & 11** duly represented by its attorney **WRIDDHI TRADERS (PAN - AACFW1304M)**, a Partnership Firm having its registered office at 26, Mahamaya Mandir Road, Mahamayatala, Post Office - Garia, Police Station - Sonarpur, Kolkata - 700 084, District - South-24 Parganas, represented by its Partner and authorized signatory **SHRI BIKASH AGARWAL (PAN - AHAPA8484B)**, son of Late Rajendra Kumar Agarwal, by religion - "Hindu, by occupation - Business, by Nationality - Indian, residing at 26, Mahamaya Mandir Road, Mahamayatala, Post Office - Garia, Police Station - Sonarpur, Kolkata - 700084, District - South-24 Parganas, by virtue of a Development Power of Attorney registered on 27.03.2023 in the office of A.D.S.R. – Sonarpur, and same was recorded in Book No. I, Volume No. 1608-2020 Pages from 45324 to 45349, Being No.160802479 for the year 2023, hereinafter referred to as the **“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 representatives and assigns) of the **FIRST PART**.

AND

MR./MRS./MS..... (PAN -) (AADHAR NO -),son/ daughter/ wife of, by occupation-, by faith-, by nationality – Indian, residing at, Post Office –, Police Station –, West Bengal -....., hereinafter called and referred to as the **“PURCHASER”** (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include his/ her/ their respective heirs executors, administrators, legal representatives and assigns) of the **SECOND PART**.

AND

M/S WRIDDHI TRADERS, (PAN - AACFW1304M), a Partnership Firm having its registered office at 26, Mahamaya Mandir Road, Mahamayatala, Post Office - Garia,

Police Station - Sonarpur, Kolkata - 700 084, District - South-24 Parganas, represented by its Partner and authorized signatory **SHRI BIKASH AGARWAL, (PAN -AHAPA8484B)**, son of Late Rajendra Kumar Agarwal, by religion Hindu, by occupation - Business, by Nationality - Indian, residing at 26, Mahamaya Mandir Road, Mahamayatala, Post Office - Garia, Police Station - Sonarpur, Kolkata - 700084, District - South-24 Parganas, by virtue of a General Power of Attorney registered on 14.12.2018 in the office of A.D.S.R. - Garia, and same was recorded in Book No. IV, Volume No. 1629-2018, Pages from 14750 to 14765, Being No. 162900920 for the year 2018, hereinafter referred to as the **“PROMOTER/DEVELOPER”** (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 respective heirs, executors and administrators of the last surviving partner and his /their assigns) of the **THIRD PART.**

WHEREAS, one B.D. Bansal was the absolute owner of **ALL THAT** the piece or parcel of the land measuring 13 Decimal be the same a little more less comprised in Mouza - Ukhila Paikpara, J.L. No. 56, R.S. No. 147, Pargana - Medanmalla, in R.S. Dag No. 2300 under R.S. Khatian No. 254, Additional District Sub- Registrar Sonarpur, Police Station Parganas (formerly 24 Parganas). - Sonarpur, District South-24 Parganas,

AND WHEREAS, the said B.D. Bansal sold/transferred/conveyed **ALL THAT** the piece or parcel of the land measuring 4 Decimal be the same a little more less comprised in Mouza - Ukhila Paikpara, J.L. No. 56, R.S. No. 147, Pargana - Medanmalla, in R.S. Dag No. 2300 under R.S. Khatian No. 254, Additional District Sub- Registrar Sonarpur, Police Station Parganas (formerly 24 Parganas). - Sonarpur, District South-24 Parganas, in favour of Baby Dey by virtue of a Deed of Conveyance which was duly registered before the Office of the A.D.S.R. Sonarpur and recorded in Book No.1, Volume No.51, Pages from 182 to 183, Being No. 6513 for the year 1964, absolutely and forever, at or for the valuable consideration therein mentioned.

AND WHEREAS, the said Baby Dey became the absolute owner of **ALL THAT** the piece or parcel of the land measuring 4 Decimal be the same a little more less comprised in Mouza - Ukhila Paikpara, J.L. No. 56, R.S. No. 147, Pargana - Medanmalla, in R.S. Dag No. 2300 under R.S. Khatian No. 254, Additional District Sub- Registrar Sonarpur, Police Station Parganas (formerly 24 Parganas). - Sonarpur, District South-24 Parganas,

AND WHEREAS, the said Baby Dey sold/transferred/conveyed **ALL THAT** the piece or parcel of the land measuring 4 Decimal be the same a little more less comprised in Mouza - Ukhila Paikpara, J.L. No. 56, R.S. No. 147, Pargana - Medanmalla, in R.S. Dag No. 2300 under R.S. Khatian No. 254, Additional District Sub- Registrar Sonarpur, Police Station Parganas (formerly 24 Parganas). - Sonarpur, District South-24 Parganas, in favour of Reshmi Saha by virtue of a Deed of Conveyance dated 25.04.2017 which was duly registered before the Office of the A.D.S.R. Sonarpur and recorded in Book No.1, Volume No.91608-2017, Pages from 33052 to 33069, Being No. 160801556 for the year 2017,

AND WHEREAS, the said Reshmi Saha became the absolute owner of **ALL THAT** the piece or parcel of the land measuring 4 Decimal be the same a little more less comprised in Mouza - Ukhila Paikpara, J.L. No. 56, R.S. No. 147, Pargana - Medanmalla, in R.S. Dag No. 2300 corresponded to L.R. Dag 2293 under R.S. Khatian No. 254, Additional District Sub- Registrar Sonarpur, Police Station Parganas (formerly 24 Parganas). - Sonarpur, District South-24 Parganas, and mutated her name in BL&LRO office and got a L.R. khatian no. 2921.

AND WHEREAS the said Reshmi Saha owner no.1 herein with the intention of beneficial and profitable user of the SAID PREMISES both approached the Developers with a proposal of development of the SAID PREMISES on Joint Venture Basis for mutual interest and benefit.

AND WHEREAS the Owner/Vendor herein Reshmi Saha desire to promote their entire land and property but due to paucity of fund, the Owners/Vendors herein entered into an Agreement for Development with **M/S WRIDDHI TRADERS** dated 11/11/2019 which was registered before the office of the A.D.S.R. Sonarpur, and

recorded in Book No. I, Volume No.1608-2019, Pages- 179549 to 179576, Being No.160806345 for the year 2019, with the Developer for construction of the said multi-storied building on the said land at the cost of the Developer herein under certain terms and conditions contained therein.

AND WHEREAS the said Owner/Vendor herein Reshmi Saha also executed and registered a Development Power of Attorney in favour of the above named Developer '**M/S WRIDDHI TRADERS**' which was registered before the office of the A.D.S.R. Sonarpur office and recorded in Book No. I, Volume No. 1608-2019, Pages from 191772 to 191791, Being No. 160806508 for the year 2019.

AND WHEREAS the said B.D. Bansal was the absolute owner of **ALL THAT** the piece or parcel of the land measuring 13 Decimal be the same a little more less comprised in Mouza - Ukhila Paikpara, J.L. No. 56, R.S. No. 147, Pargana - Medanmalla, in R.S. Dag No. 2300 under R.S. Khatian No. 254, Additional District Sub- Registrar Sonarpur, Police Station Parganas (formerly 24 Parganas). - Sonarpur, District South-24 Parganas,

AND WHEREAS, the said B.D. Bansal sold/transferred/conveyed **ALL THAT** the piece or parcel of the land measuring 3 Decimal be the same a little more less comprised in Mouza - Ukhila Paikpara, J.L. No. 56, R.S. No. 147, Pargana - Medanmalla, in R.S. Dag No. 2300 under R.S. Khatian No. 254, Additional District Sub- Registrar Sonarpur, Police Station Parganas (formerly 24 Parganas). - Sonarpur, District South-24 Parganas, in favour of Annapurna Dey by virtue of a Deed of Conveyance which was duly registered before the Office of the A.D.S.R. Sonarpur and recorded in Book No.1, Volume No.75, Pages from 90 to 97, Being No. 7529 for the year 1988, absolutely and forever, at or for the valuable consideration therein mentioned.

AND WHEREAS, the said Annapurna Dey became the absolute owner of **ALL THAT** the piece or parcel of the land measuring 13 Decimal be the same a little more less comprised in Mouza - Ukhila Paikpara, J.L. No. 56, R.S. No. 147, Pargana - Medanmalla, in R.S. Dag No. 2300 under R.S. Khatian No. 254, Additional District

Sub- Registrar Sonarpur, Police Station Parganas (formerly 24 Parganas). - Sonarpur, District South-24 Parganas,

AND WHEREAS, the said Annapurna Dey sold/transferred/conveyed **ALL THAT** the piece or parcel of the land measuring 3 Decimal be the same a little more less comprised in Mouza - Ukhila Paikpara, J.L. No. 56, R.S. No. 147, Pargana - Medanmalla, in R.S. Dag No. 2300 under R.S. Khatian No. 254, Additional District Sub- Registrar Sonarpur, Police Station Parganas (formerly 24 Parganas). - Sonarpur, District South-24 Parganas, in favour of Mithu Samaddar by virtue of a Deed of Conveyance which was duly registered before the Office of the A.D.S.R. Sonarpur and recorded in Book No.1, C.D.Volume No.9, Pages from 515 to 527, Being No. 3673 for the year 2013,

AND WHEREAS, the said Mithu Samaddar became the absolute owner of **ALL THAT** the piece or parcel of the land measuring 3 Decimal be the same a little more less comprised in Mouza - Ukhila Paikpara, J.L. No. 56, R.S. No. 147, Pargana - Medanmalla, in R.S. Dag No. 2300 corresponded to L.R. Dag 2293 under R.S. Khatian No. 254, Additional District Sub- Registrar Sonarpur, Police Station Parganas (formerly 24 Parganas). - Sonarpur, District South-24 Parganas, and mutated her name in BL&LRO office and got a L.R. khatian no. 2920.

AND WHEREAS the said Mithu Samaddar owner no.2 herein with the intention of beneficial and profitable user of the SAID PREMISES both approached the Developers with a proposal of development of the SAID PREMISES on Joint Venture Basis for mutual interest and benefit.

AND WHEREAS the Owner/Vendor herein Mithu Samaddar desire to promote their entire land and property but due to paucity of fund, the Owners/Vendors herein entered into an Agreement for Development with **M/S WRIDDHI TRADERS** dated 30/09/2019 which was registered before the office of the A.D.S.R. Sonarpur and recorded in Book No. I, Volume No.1608-2019, Pages- 157403 to 157430, Being No.160805512 for the year 2019, with the Developer for construction of the said multi-storied building on the said land at the cost of the Developer herein under certain terms and conditions contained therein.

AND WHEREAS the said Owner/Vendor herein Mithu Samaddar also executed and registered a Development Power of Attorney dated 30.09.2019 in favour of the above named Developer '**M/S WRIDDHI TRADERS**' which was registered before the office of the A.D.S.R. Sonarpur office and recorded in Book No. I, Volume No. 1608-2019, Pages from 165056 to 165075, Being No. 160805752 for the year 2019.

AND WHEREAS the said M/S Carrara Marble and Tarrazzo Company Pvt. Ltd. Represented by its director B.D. Bansal sold/transferred/conveyed **ALL THAT** the piece or parcel of the land measuring 29 Decimal be the same a little more less out of 40 Decimal comprised in Mouza - Ukhila Paikpara, J.L. No. 56, R.S. No. 147, Pargana - Medanmalla, in R.S. Dag No. 2301 under R.S. Khatian No. 87, Additional District Sub- Registrar Sonarpur, Police Station Parganas (formerly 24 Parganas). - Sonarpur, District South-24 Parganas in favour of Rajiv Kumar Gupta by virtue of a Deed of Conveyance which was duly registered before the Office of the A.D.S.R. Sonarpur and recorded in Book No.1, Volume No.75, Pages from 61 to 66, Being No. 5699 for the year 1988, absolutely and forever, at or for the valuable consideration therein mentioned.

AND WHEREAS the said M/S Carrara Marble and Tarrazzo Company Pvt. Ltd. Represented by its director B.D. Bansal executed a Rectification Deed which was duly registered before the Office of the A.D.S.R. Sonarpur and recorded Being No.2348 for the year 1994, in favour of Rajiv Kumar Gupta **ALL THAT** the piece or parcel of the land measuring 17 Decimal be the same a little more less out of 40 Decimal comprised in Mouza - Ukhila Paikpara, J.L. No. 56, R.S. No. 147, Pargana - Medanmalla, in R.S. Dag No. 2301 under R.S. Khatian No. 87, Additional District Sub- Registrar Sonarpur, Police Station Parganas (formerly 24 Parganas). - Sonarpur, District South-24 Parganas.

AND WHEREAS the said Rajiv Kumar Gupta became the absolute owner of **ALL THAT** the piece or parcel of the land measuring 17 Decimal be the same a little more less comprised in Mouza - Ukhila Paikpara, J.L. No. 56, R.S. No. 147, Pargana - Medanmalla, in R.S. Dag No. 2301 corresponded to L.R. Dag 2294 under

R.S. Khatian No. 254, Additional District Sub- Registrar Sonarpur, Police Station Parganas (formerly 24 Parganas). - Sonarpur, District South-24 Parganas, and mutated her name in BL&LRO office and got a L.R. khatian no. 2023.

AND WHEREAS the said Rajiv Kumar Gupta owner no.3 herein with the intention of beneficial and profitable user of the SAID PREMISES both approached the Developers with a proposal of development of the SAID PREMISES on Joint Venture Basis for mutual interest and benefit.

AND WHEREAS the Owner/Vendor herein Rajiv Kumar Gupta desire to promote their entire land and property but due to paucity of fund, the Owners/Vendors herein entered into an Agreement for Development with **M/S WRIDDHI TRADERS** dated 20/03/2023 which was registered before the office of the A.D.S.R. Sonarpur and recorded in Book No. I, Volume No.1608-2023, Pages- 45193 to 45233, Being No.160802037 for the year 2023, with the Developer for construction of the said multi-storied building on the said land at the cost of the Developer herein under certain terms and conditions contained therein.

AND WHEREAS the said B.D. Bansal was the absolute owner of **ALL THAT** the piece or parcel of the land measuring 13 Decimal be the same a little more less comprised in Mouza - Ukhila Paikpara, J.L. No. 56, R.S. No. 147, Pargana - Medanmalla, in R.S. Dag No. 2300 under R.S. Khatian No. 254, Additional District Sub- Registrar Sonarpur, Police Station Parganas (formerly 24 Parganas). - Sonarpur, District South-24 Parganas,

AND WHEREAS, the said B.D. Bansal sold/transferred/conveyed **ALL THAT** the piece or parcel of the land measuring 3 Decimal be the same a little more less comprised in Mouza - Ukhila Paikpara, J.L. No. 56, R.S. No. 147, Pargana - Medanmalla, in R.S. Dag No. 2300 under R.S. Khatian No. 254, Additional District Sub- Registrar Sonarpur, Police Station Parganas (formerly 24 Parganas). - Sonarpur, District South-24 Parganas, in favour of Sanjay Kumar Das by virtue of a Deed of Conveyance which was duly registered before the Office of the A.D.S.R. Sonarpur and recorded in Book No.1, Pages- 88-99, Being No. 2775 for the year

1988, absolutely and forever, at or for the valuable consideration therein mentioned.

AND WHEREAS, the said M/S Carrara Marble and Tarrazzo Company Pvt. Ltd. Represented by its director B.D. Bansal sold/transferred/conveyed **ALL THAT** the piece or parcel of the land measuring 3.3 Decimal be the same a little more less comprised in Mouza - Ukhila Paikpara, J.L. No. 56, R.S. No. 147, Pargana - Medanmalla, in R.S. Dag No. 2300 under R.S. Khatian No. 254, Additional District Sub- Registrar Sonarpur, Police Station Parganas (formerly 24 Parganas). - Sonarpur, District South-24 Parganas, in favour of Sitaram Singh by virtue of a Deed of Conveyance which was duly registered before the Office of the A.D.S.R. Sonarpur and recorded in Book No.1, Volume No. 62, Pages- 368-373, Being No. 4841 for the year 1988, absolutely and forever, at or for the valuable consideration therein mentioned.

AND WHEREAS, the said Sanjay Kumar Das sold/transferred/conveyed **ALL THAT** the piece or parcel of the land measuring 3 Decimal be the same a little more less comprised in Mouza - Ukhila Paikpara, J.L. No. 56, R.S. No. 147, Pargana - Medanmalla, in R.S. Dag No. 2300 under R.S. Khatian No. 254, Additional District Sub- Registrar Sonarpur, Police Station Parganas (formerly 24 Parganas). - Sonarpur, District South-24 Parganas, in favour of Monika Gupta by virtue of a Deed of Conveyance which was duly registered before the Office of the A.D.S.R. Sonarpur **Being No. 0245 for the year 2017**,

AND WHEREAS, the said Sitaram Singh sold/transferred/conveyed **ALL THAT** the piece or parcel of the land measuring 3.3 Decimal be the same a little more less comprised in Mouza - Ukhila Paikpara, J.L. No. 56, R.S. No. 147, Pargana - Medanmalla, in R.S. Dag No. 2300 under R.S. Khatian No. 254, Additional District Sub- Registrar Sonarpur, Police Station Parganas (formerly 24 Parganas). - Sonarpur, District South-24 Parganas, in favour of Monika Gupta by virtue of a Deed of Conveyance which was duly registered before the Office of the A.D.S.R. Sonarpur and recorded in Book No.1, Volume No. 70, Pages- 90-96, Being No. 1078 for the year 1997,

AND WHEREAS, the said Monika Gupta became the absolute owner of **ALL THAT** the piece or parcel of the land measuring 6.3 Decimal be the same a little more less comprised in Mouza - Ukhila Paikpara, J.L. No. 56, R.S. No. 147, Pargana - Medanmalla, in R.S. Dag No. 2300 corresponded to L.R. Dag 2293 under R.S. Khatian No. 254, Additional District Sub- Registrar Sonarpur, Police Station Parganas (formerly 24 Parganas). - Sonarpur, District South-24 Parganas, and mutated her name in BL&LRO office and got a L.R. khatian no. 2022.

AND WHEREAS the said B.D. Bansal was the absolute owner of **ALL THAT** the piece or parcel of the land measuring 8.26 Decimal be the same a little more less comprised in Mouza - Ukhila Paikpara, J.L. No. 56, R.S. No. 147, Pargana - Medanmalla, in R.S. Dag No. 2401 under R.S. Khatian No. 180, Additional District Sub- Registrar Sonarpur, Police Station Parganas (formerly 24 Parganas). - Sonarpur, District South-24 Parganas,

AND WHEREAS, the said B.D. Bansal sold/transferred/conveyed **ALL THAT** the piece or parcel of the land measuring 8.26 Decimal be the same a little more less comprised in Mouza - Ukhila Paikpara, J.L. No. 56, R.S. No. 147, Pargana - Medanmalla, in R.S. Dag No. 2401 under R.S. Khatian No. 180, Additional District Sub- Registrar Sonarpur, Police Station Parganas (formerly 24 Parganas). - Sonarpur, District South-24 Parganas, in favour of R.K. Investment by virtue of a Deed of Conveyance which was duly registered before the Office of the A.D.S.R. Sonarpur and recorded in Book No.1, Volume No.72, Pages from 197 to 202, Being No. 5583 for the year 1988, absolutely and forever, at or for the valuable consideration therein mentioned.

AND WHEREAS, the said R.K. Investment became the absolute owner of **ALL THAT** the piece or parcel of the land measuring 8.26 Decimal be the same a little more less comprised in Mouza - Ukhila Paikpara, J.L. No. 56, R.S. No. 147, Pargana - Medanmalla, in R.S. Dag No. 2401 corresponded to L.R. Dag 2401 under R.S. Khatian No. 180, Additional District Sub- Registrar Sonarpur, Police Station

Parganas (formerly 24 Parganas). - Sonarpur, District South-24 Parganas, and mutated her name in BL&LRO office and got a L.R. khatian no. 1644.

AND WHEREAS, the said M/S Carrara Marble and Tarrazzo Company Pvt. Ltd. Represented by its director B.D. Bansal sold/transferred/conveyed **ALL THAT** the piece or parcel of the land measuring 40 Decimal be the same a little more less comprised in Mouza - Ukhila Paikpara, J.L. No. 56, R.S. No. 147, Pargana - Medanmalla, in R.S. Dag No. 2256 under R.S. Khatian No. 499, Additional District Sub- Registrar Sonarpur, Police Station Parganas (formerly 24 Parganas). - Sonarpur, District South-24 Parganas, in favour of M/s. Gaya Prasad Hiralal Ltd by virtue of a Deed of Conveyance which was duly registered before the Office of the A.D.S.R. Sonarpur and recorded in Book No.1, Volume No.75, Pages from 67 to 75, Being No. 5680 for the year 1988, absolutely and forever, at or for the valuable consideration therein mentioned.

AND WHEREAS, the said M/s. Gaya Prasad Hiralal Ltd became the absolute owner of **ALL THAT** the piece or parcel of the land measuring 8.26 Decimal be the same a little more less comprised in Mouza - Ukhila Paikpara, J.L. No. 56, R.S. No. 147, Pargana - Medanmalla, in R.S. Dag No. 2256 corresponded to L.R. Dag 2241 under R.S. Khatian No. 499, Additional District Sub- Registrar Sonarpur, Police Station Parganas (formerly 24 Parganas). - Sonarpur, District South-24 Parganas, and mutated her name in BL&LRO office and got a L.R. khatian no. 1647.

AND WHEREAS, the said M/S Carrara Marble and Tarrazzo Company Pvt. Ltd. Represented by its director B.D. Bansal sold/transferred/conveyed **ALL THAT** the piece or parcel of the land measuring 12.28 Decimal be the same a little more less comprised in Mouza - Ukhila Paikpara, J.L. No. 56, R.S. No. 147, Pargana - Medanmalla, in R.S. Dag No. 2298 under R.S. Khatian No. 426, Additional District Sub- Registrar Sonarpur, Police Station Parganas (formerly 24 Parganas). - Sonarpur, District South-24 Parganas, in favour of Hiralal Gupta by virtue of a Deed of Conveyance which was duly registered before the Office of the A.D.S.R. Sonarpur and recorded in Book No.1, Volume No.72, Pages from 189 to 195, Being No. 5582 for the year 1988, absolutely and forever, at or for the valuable consideration therein mentioned.

AND WHEREAS, the said Hiralal Gupta became the absolute owner of **ALL THAT** the piece or parcel of the land measuring 12.28 Decimal be the same a little more less comprised in Mouza - Ukhila Paikpara, J.L. No. 56, R.S. No. 147, Pargana - Medanmalla, in R.S. Dag No. 2298 corresponded to L.R. Dag 2291 under R.S. Khatian No. 426, Additional District Sub- Registrar Sonarpur, Police Station Parganas (formerly 24 Parganas). - Sonarpur, District South-24 Parganas,

AND WHEREAS the said B.D. Bansal was the absolute owner of **ALL THAT** the piece or parcel of the land measuring 8.79 Decimal be the same a little more less comprised in Mouza - Ukhila Paikpara, J.L. No. 56, R.S. No. 147, Pargana - Medanmalla, in R.S. Dag No. 2299 under R.S. Khatian No. 212, Additional District Sub- Registrar Sonarpur, Police Station Parganas (formerly 24 Parganas). - Sonarpur, District South-24 Parganas,

AND WHEREAS, the said B.D. Bansal sold/transferred/conveyed **ALL THAT** the piece or parcel of the land measuring 8.79 Decimal be the same a little more less comprised in Mouza - Ukhila Paikpara, J.L. No. 56, R.S. No. 147, Pargana - Medanmalla, in R.S. Dag No. 2299 under R.S. Khatian No. 212, Additional District Sub- Registrar Sonarpur, Police Station Parganas (formerly 24 Parganas). - Sonarpur, District South-24 Parganas, in favour of Hiralal Gupta and Laxmi Gupta by virtue of a Deed of Conveyance which was duly registered before the Office of the A.D.S.R. Sonarpur and recorded in Book No.1, Volume No.55, Pages from 233 to 230 Being No. 4297 for the year 1988, absolutely and forever, at or for the valuable consideration therein mentioned.

AND WHEREAS, the said Hiralal Gupta and Laxmi Gupta became the absolute owner of **ALL THAT** the piece or parcel of the land measuring 12.28 Decimal be the same a little more less comprised in Mouza - Ukhila Paikpara, J.L. No. 56, R.S. No. 147, Pargana - Medanmalla, in R.S. Dag No. 2299 corresponded to L.R. Dag 2292 under R.S. Khatian No. 212, Additional District Sub- Registrar Sonarpur, Police Station Parganas (formerly 24 Parganas). - Sonarpur, District South-24 Parganas,

AND WHEREAS, the said Laxmi Gupta executed a P.I.L No.313 of 2015 in favour of Nripesh Gupta and Shivam Gupta for **ALL THAT** the piece or parcel of the land

measuring **12.28 Decimal** be the same a little more less comprised in Mouza - Ukhila Paikpara, J.L. No. 56, R.S. No. 147, Pargana - Medanmalla, in R.S. Dag No. 2299 under R.S. Khatian No. 212, Additional District Sub- Registrar Sonarpur, Police Station Parganas (formerly 24 Parganas). - Sonarpur, District South-24 Parganas

AND WHEREAS, the said M/S Carrara Marble and Tarrazzo Company Pvt. Ltd. Represented by its director B.D. Bansal sold/transferred/conveyed **ALL THAT** the piece or parcel of the land measuring 48 Decimal be the same a little more less comprised in Mouza - Ukhila Paikpara, J.L. No. 56, R.S. No. 147, Pargana - Medanmalla, in R.S. Dag No. 2402 under R.S. Khatian No. 520, Additional District Sub- Registrar Sonarpur, Police Station Parganas (formerly 24 Parganas). - Sonarpur, District South-24 Parganas, in favour of Chitra Gupta by virtue of a Deed of Conveyance which was duly registered before the Office of the A.D.S.R. Sonarpur and recorded in Book No.1, Volume No.75, Pages from 82 to 89, Being No. 5723 for the year 1988, absolutely and forever, at or for the valuable consideration therein mentioned.

AND WHEREAS, the said Chitra Gupta became the absolute owner of **ALL THAT** the piece or parcel of the land measuring 48 Decimal be the same a little more less comprised in Mouza - Ukhila Paikpara, J.L. No. 56, R.S. No. 147, Pargana - Medanmalla, in R.S. Dag No. 2402 corresponded to L.R. Dag 2402 under R.S. Khatian No. 520, Additional District Sub- Registrar Sonarpur, Police Station Parganas (formerly 24 Parganas). - Sonarpur, District South-24 Parganas, and mutated her name in BL&LRO office and got a L.R. khatian no. 1646.

AND WHEREAS the said owners no.4 to 9 herein with the intention of beneficial and profitable user of the SAID PREMISES both approached the Developers with a proposal of development of the SAID PREMISES on Joint Venture Basis for mutual interest and benefit.

AND WHEREAS the owners no.4 to 9 desire to promote their entire land and property but due to paucity of fund, the Owners/Vendors herein entered into an Agreement for Development with **M/S WRIDDHI TRADERS** dated 23/07/2020

which was registered before the office of the A.D.S.R. Sonarpur and recorded in Book No. I, Volume No.1608-2020, Pages- 59403 to 59477, Being No.160801839 for the year 2020 building on the said land at the cost of the Developer herein under certain terms and conditions contained therein.

AND WHEREAS the said Owner/Vendor herein Mithu Samaddar also executed and registered a Development Power of Attorney dated 08/09/2020 in favour of the above named Developer '**M/S WRIDDHI TRADERS**' which was registered before the office of the A.D.S.R. Sonarpur office and recorded in Book No. I, Volume No.1608-2020, Pages- 85023 to 85068, Being No.160802851 for the year 2020.

AND WHEREAS, the said Hiralal Gupta by his natural love and affection gifted his land **ALL THAT** the piece or parcel of the land measuring 12 Decimal be the same a little more less comprised in Mouza - Ukhila Paikpara, J.L. No. 56, R.S. No. 147, Pargana - Medanmalla, in R.S. Dag No. 2298 corresponded to L.R. Dag 2291 under R.S. Khatian No.426 and L.R. Khatian: 2026, Additional District Sub- Registrar Sonarpur, Police Station Parganas (formerly 24 Parganas). - Sonarpur, District South-24 Parganas in favour of Monika Gupta, Keshav Kumar Gupta, Rashmika Roy Chowdhury by virtue of a Gift Deed which was duly registered before the Office of the A.R.A.IV Kolkata and recorded in Book No.1, Volume No.1905-2022, Pages from 756808 to 756838, Being No. 190411434 for the year 2022.

AND WHEREAS, the said Monika Gupta, Keshav Kumar Gupta, Rashmika Roy Chowdhury became the absolute joint owner of the **ALL THAT** the piece or parcel of the land measuring 12 Decimal be the same a little more less comprised in Mouza - Ukhila Paikpara, J.L. No. 56, R.S. No. 147, Pargana - Medanmalla, in R.S. Dag No. 2298 corresponded to L.R. Dag 2291 under R.S. Khatian No.426 and L.R. Khatian: 2026, Additional District Sub- Registrar Sonarpur, Police Station Parganas (formerly 24 Parganas). - Sonarpur, District South-24 Parganas and mutated her name in BL&LRO office and got a L.R. khatian no. 3063, 3064, 3072.

AND WHEREAS, the said Hiralal Gupta by his natural love and affection gifted his land **ALL THAT** the piece or parcel of the land measuring 5 Decimal be the same a little more less comprised in Mouza - Ukhila Paikpara, J.L. No. 56, R.S. No. 147, Pargana - Medanmalla, in R.S. Dag No. 2299 corresponded to L.R. Dag 2292 under R.S. Khatian No.212 and L.R. Khatian: 2026, Additional District Sub-Registrar Sonarpur, Police Station Parganas (formerly 24 Parganas). - Sonarpur, District South-24 Parganas in favour of Nripesh Gupta by virtue of a Gift Deed which was duly registered before the Office of the A.R.A.IV Kolkata and recorded in Book No.1, Volume No.1904-2022, Pages from 757963 to 757984, Being No. 190411436 for the year 2022.

AND WHEREAS, the said Nripesh Gupta became the absolute **ALL THAT** the piece or parcel of the land measuring 5 Decimal be the same a little more less comprised in Mouza - Ukhila Paikpara, J.L. No. 56, R.S. No. 147, Pargana - Medanmalla, in R.S. Dag No. 2299 corresponded to L.R. Dag 2292 under R.S. Khatian No.212 and L.R. Khatian: 2026, Additional District Sub- Registrar Sonarpur, Police Station Parganas (formerly 24 Parganas). - Sonarpur, District South-24 Parganas and mutated her name in BL&LRO office and got a L.R. khatian no.2588

AND WHEREAS the said owners no. 5,7,10,11 herein with the intention of beneficial and profitable user of the SAID PREMISES both approached the Developers with a proposal of development of the SAID PREMISES on Joint Venture Basis for mutual interest and benefit.

AND WHEREAS the said owners no. 5,7,10,11 also executed and registered a Development Power of Attorney dated 27.03.2023 in favour of the above named Developer '**M/S WRIDDHI TRADERS**' which was registered before the office of the A.D.S.R. – Sonarpur, and same was recorded in Book No. I, Volume No. 1608-2020 Pages from 45324 to 45349, Being No.160802479 for the year 2023.

AND WHEREAS as per the said Development Agreement and Power of Attorney the said Developer on behalf of the Owners/Vendors duly got sanctioned a **Building Plan No. SWS - OBPAS/2207/2023/2831 dated 10.01.2024** for construction of

G+IV storied building under three Blocks and/or Phases for residential purposes at the said premises at the cost of the Developer.

AND WHEREAS in terms of the said Development Agreement and Development Power of Attorney the developer have right/authority to enter the agreement for sale and execute deed of conveyance of its allocated flats/car parking spaces with the intending purchaser or purchasers and receive advance/earnest money therefrom.

AND WHEREAS being so authorized as stated above the Developer has expressed to desire to sell a Flat out of the Developer's allocation and coming to know of that and having a requirement of the self same flat and car parking in the like area, the Purchaser offered to purchase the same which the Developer has accepted and entered into an Agreement for sale with the purchaser herein on on terms and conditions therein mentioned.

AND WHEREAS by virtue of an agreement for sale dated made between the Purchaser herein and the Vendors/Owners herein and the Developer herein, the Purchaser herein agreed to purchase one self-contained flat being **ALL THAT Flat No. "....." measuring about Sq. ft. being carpet area** including Verandah and **Sq. ft. being carpet area** excluding Verandah (**..... Sq. ft. being Super Built-up area**) on the **side** of the **Floor** of the said G+IV storied building along with **One covered Car Parking space** in **Block -**, of the Housing Complex christened as "**RAJWADA CASABLANCA**", being erected at the Said Property being Municipal Holding No. 247, Netaji Subhash Road, under Rajpur-Sonarpur Municipality Ward no. 26, Post Office – Narendrapur, Police Station - Sonarpur, A.D.S.R., Sonarpur, Kolkata – 700103, District- South 24 Parganas, together with undivided and indivisible proportionate share in the land underneath together with common rights, facilities and amenities and common service and expenses mentioned therein for and at a total price of **Rs./- (Rupees)** only, hereinafter referred to as the "**said Flat and Car Parking Space**", more fully and particularly described in the **First Schedule Part II** hereunder written.

AND WHEREAS in terms of the agreement for sale dated the Owners/ Vendors and the Developer herein have agreed to sell and transfer oneself **ALL THAT Flat No. “.....”** measuring about **Sq. ft. being carpet area** including Verandah and **Sq. ft. being carpet area** excluding Verandah (**..... Sq. ft. being Super Built-up area**) on the **side** of the **Floor** of the said G+IV storied building along with **One covered Car Parking space** in **Block -**, of the Housing Complex christened as **“RAJWADA CASABLANCA”**, being erected at the Said Property being Municipal Holding No. 247, Netaji Subhash Road, under Rajpur-Sonarpur Municipality Ward no. 26, Post Office – Narendrapur, Police Station - Sonarpur, A.D.S.R., Sonarpur, Kolkata – 700103, District- South 24 Parganas, at or for a valuable consideration of **Rs./- (Rupees)** **only**, and the same is more fully and particularly described in the **First Schedule Part II** hereunder written together with undivided, indivisible proportionate share in the land describe in the First Schedule hereto along with proportionate share in the common spaces, passages, paths, water and water courses, drainages, sewerages, stair case, landing, boundary wall and other Mechanical spaces, common path of the properties necessary and convenient to its ingress to and egress from, maintenance for common use, motor, pump, septic tank, water reservoir and tank, W.B.S.E.D.C.L. electricity connection etc. which has been mentioned more fully and particularly in the **Third Schedule** hereunder written with lawful aforesaid consideration subject to the purchaser’ undertaking to pay proportionally all the common charges, fees, duties, levies, taxes, rents, impositions, outgoings etc. which are required for the purpose of the said premises and also for the purposes of the said building along with other owners, occupiers of the building or flat/apartment holders thereto as more fully and particularly described in the **Fourth Schedule** hereunder written.

AND WHEREAS the Purchaser having agreed to purchase the said Flat and the Car parking space stated above and having paid the entire consideration money to the Developer herein, now call upon them to execute and register a proper Deed of Conveyance thereby selling, conveying and transferring the said Flat and the Car

parking space unto and in favour of the Purchaser absolutely and forever, and the Developer doth hereby comply with the said requisition of the Purchaser.

NOW THIS INDENTURE WITNESSETH that in pursuance of the said agreement dated and in consideration of the said sum of **Rs./- (Rupees)** **only**, truly paid by the Purchaser to the Owners/Vendors herein through the Developer/Confirming Party herein in the manner stated in the memo of consideration hereunder written, the receipt whereof the Owners/Vendors and the Confirming Party as Developer hereby do and each of them doth hereby admit, acknowledge and received from the payment of the same and every part thereof for ever acquit, release, exonerate and discharge the Purchaser as well as the said Flat and Car parking space along with the undivided, indivisible and proportionate share and right, title and interest into the said land and premises with the facilities in common with other flat owner/s or occupiers thereto. The Owners/Vendors and the Developer/Confirming Party do hereby grant, sell, transfer, convey, assign and assure unto the Purchaser **ALL THAT Flat No. “.....”** measuring about **Sq. ft. being carpet area** including Verandah and **Sq. ft. being carpet area** excluding Verandah (**..... Sq. ft. being Super Built-up area**) on the **side** of the **Floor** of the said G+IV storied building along with **Car Parking space in Block –, of the Housing Complex christened as “RAJWADA CASABLANCA”,** being erected at the Said Property being Municipal Holding No. 247, Netaji Subhash Road, under Rajpur-Sonarpur Municipality Ward no. 26, Post Office – Narendrapur, Police Station - Sonarpur, A.D.S.R., Sonarpur, Kolkata – 700103, District- South 24 Parganas, which is more fully and particularly described in the **SECOND SCHEDULE** hereunder written and hereinafter referred to as the **“said Flat and Car Parking Space”** together with the undivided proportionate indivisible share in the land described in the **First Schedule** hereto together with easements, rights thereto and other rights, privileges, benefits, advantages, liabilities, liberties, duties in common with other owners/occupiers having covenants conditions and stipulations etc. to enjoy and to have the right of user in common of all the roads, passages, advantages thereto or reputed to belong to the estate, right, title, interest, claim and demand of the Owners/Vendors into or upon the said land

proportionately agreeing to pay proportionate expenses for maintenance of the said common portion and the other co-owners **TO HAVE AND TO HOLD** the same absolutely and forever in the manner aforesaid free from all encumbrances, charges, trusts, claims, demands over the said Flat on the **Floor** and the said Car parking space of the said building having right to use, occupy, own possess the said Flat and Car parking space as mentioned in **SECOND SCHEDULE** hereunder written exclusively, subject to the Purchaser's paying and discharging taxes and impositions or outgoings for the same and common expenses as per imposed or levied for the said Flat and Car parking space and other outgoings so long separate assessment is not made for the **said Flat and Car Parking Space** in the name of the Purchaser.

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

1. **NOTWITHSTANDING** anything hereinbefore done or suffered to the contrary, the owners/Vendors have good and absolute right, title and authority to grant, convey, transfer, assign and assure all that the said Flat and Car parking space mentioned in the **SECOND SCHEDULE** hereunder written along with common area with amenities and facilities provided thereat and described hereunder and all the rights, privileges and appurtenances thereto belonging and hereby sold, conveyed and transferred unto the Purchaser in the manner aforesaid and that the owners/Vendors and the Developer/confirming party have not done or suffered knowingly from anything whereby the said flat and Car parking space may be encumbered, affected or impeached in respect of the estate ,title or otherwise.
2. That there is no encumbrances, charges, trust, liens, attachments, claim or demand whatsoever now subsisting etc. or proceeding pending and have not been offered as security or otherwise to any authority whatsoever or howsoever in respect of the said Flat and Car parking space.
3. That the Purchaser shall henceforth peaceably and quietly hold, possess and enjoy the right, title and interest or profits derivable from and out of the said flat and Car parking space without any let or hindrance, interruption, claim,

disturbances or demand from or by the owners/Vendors or the Developer/confirming party or any person or persons claiming through or under or in trust for the owners/Vendors without any lawful eviction, let, hindrance, interruption or disturbances by any person or persons whatsoever.

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

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

6. The Purchaser, their heirs, executors and assigns shall have good right, title and full power and absolute authority to grant, transfer, sell, convey and assign the said flat and Car parking space.

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

8. If the Vendors/Developer in future purchase/develop adjacent to the said land and amalgamate the same for construction of another phases or blocks and

for such construction the common entrance road as well as common facilities is to be used for free access to the new Phase/Block in that event the Purchaser/s of the apartment shall have no right to claim or demand whatsoever and also shall not raise any objection for the same whatsoever and if the Purchaser/s of the apartment and anybody claiming through or under him, that shall be null and void and inoperative before all courts of law and Purchaser/s also execute NOC in affidavit as may be required by the competent authority of Rajpur-Sonarpur Municipality or any authority whatsoever.

If the Vendors/Developer in future purchase/develop adjacent land to the said land and amalgamate the same for construction of another phases or blocks then the Purchaser/s shall not raise any objection with regard to the amalgamation and easementary rights attached thereto and for obtaining holding number and Sanction Plan for construction of another phases or blocks and if the Purchaser/s of the apartment and anybody claiming through or under him, that shall be null and void and inoperative before all courts of law.

The Purchaser/s of all the blocks of all the holdings shall enjoy all the common facilities and amenities in the premises such as Lift, Gymnasium, Children's Park, Games Room, Swimming pool, Community hall and any other amenities which are intended for common use in the said Premises.

The Purchaser/s shall also sign No Objection Certificate for amalgamation and easementary rights and shall also execute indenture of Easement, if required, for obtaining holding number and Sanction Plan for construction of another phases or blocks.

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

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

11. The Purchaser/s shall solely liable for the formation of the Flat Owners Association as per Act and Developer/Owners herein shall also cooperate with the purchaser/s for formation of the aforesaid Owner association by providing respective documents belongs to Developer and Owners respectively
12. That the Purchaser shall pay the proportionate share of premium of the Insurance for the said building if any.
13. The vendors/developers shall provide completion certificate of the said plan duly sanctioned by the Rajpur-Sonarapur Municipality to the Purchaser/s within 15 days after receiving the same from the competent authority.
14. The Purchaser shall also bear all other cost and expenses proportionately for the building or any common part or space thereof with the other flat owners inclusive of the owners/Vendors (or previous land lord) herein.
15. Purchaser herein shall use and enjoy all common facilities and amenities, more-fully described in the Para 13 of the Third Schedule hereunder written, with the flat owners/occupiers of the adjacent land/plot of the aforesaid housing projects christened as “**RAJWADA CASABLANCA**” and all flat owners of the three plots shall also bear the common expenses and maintenance charges proportionately.
16. Indemnification by the Vendor about the correctness of the Vendors’ title and authority to sell and this Conveyance is being accepted by the Purchaser on such express indemnification by the Owners/Vendors about the correctness of the owners/Vendors’ title, which if found defective or untrue at any time, the owners/Vendor, shall forthwith, take all necessary steps to remove and/or rectify the same.

FIRST SCHEDULE

(Description of the land)

ALL THAT the piece and parcel of land measuring **139 decimals** equivalent to 4 Bigha 4 Cottaha 7 Chittak 4 sq.ft be the same a little more or less comprised in Mouza- Ukila Paikpara, J.L. No. 56, Touzi No. - 109, R.S. No. 147, Parganas- Medanmalla under R.S. Dag No. 2256, 2298, 2299, 2300, 2301, 2401, 2402, L.R.

Dag No. 2241, 2291, 2292, 2293, 2294, 2401, 2402 under R.S. Khatian No. 499, 426, 212, 254, 87, 180, 519/520 appertaining to L.R. Khatian Nos. 1647, 3063, 3064, 3072, 2588, 2595, 3061, 2022, 2920, 2921, 2023, 1644, 1646, Post Office – Narendrapur, Police Station – Sonarpur, A.D.S.R. Sonarpur, within the limits of Rajpur-Sonarpur Municipality under Ward No. 26, Holding No. 247, Netaji Subhash Road, Kolkata -700103, District- South 24 Parganas, West Bengal.

SRL	R.S. DAG NO.	R.S. KHATIAN NO	L.R. DAG NO.	L.R. KHATIAN NO	AREA IN DECIMAL
1	2256	499,	2241	1647	40
2	2298(P)	426,	2291	3063, 3064, 3072	12
3	2299	212,	2292	2588, 2595, 3061	9
4	2300	254,	2293	2022, 2920, 2921	10
5	2301	87,	2294	2023	17
6	2401	180,	2401	1644	8
7	2402	519/520	2402	1646	43
Total					139

Butted and bounded as follows :-

On the North : By 44 ft. wide Road:

On the East : By land of R.S. Dag No. 2401 and 2402;

On the South : By land of R.S. Dag No. 2255 and 2403

On the West : By land of R.S. Dag No. 2298(P) and 2257

The name of the said proposed building project above is known, called and named
“RAJWADA CASABLANCA”.

SCHEDULE REFERRED TO AS ABOVE

(Description of the Said Flat and Car Parking Space)

ALL THAT Flat No. “_____” measuring about _____ **Sq.ft. being Carpet area** including Balcony (_____ **Sq.ft. being Super Built-up area**) on the _____ side of the _____th **Floor** of the said **G+IV** storied building consisting of 2 Bed rooms, 1 Dining, 1 Drawing room, 1 Toilet, 1 W.C., 1 Kitchen and 1 Veranda in **Block – _____**, of the Housing Complex named and styled as **“RAJWADA CASABLANCA”** also together with proportionate undivided share of land and all common rights and common service and expenses and also fixtures and fittings, electrical installation mentioned in the Fourth Schedule hereunder written and the Flat & parking is being erected as per the Building **sanction plan no – SWS - OBPAS/2207/2022/1861** dated - **10.01.2024**. sanctioned by the Rajpur-Sonarpur Municipality, on the Said Property situated and lying at Mouza- Ukila Paikpara, J.L. No.56, Ward No.26, within Municipal Holding No. 247, Netaji Subhash Road, under Rajpur-Sonarpur Municipality, Narendrapur, Police Station – Sonarpur, Additional District Sub-Registrar office at Sonarpur, Kolkata-700103, District- South 24 Parganas, West Bengal as described in the First Schedule herein above.

THE THIRD SCHEDULE ABOVE REFERRED TO

(COMMON RIGHTS AND SERVICES)

1. All left Mechanical land pathway, drive way etc.
2. The space within the building comprised of the entrance, stair-case, stair-head room, landing lobbies roof.
3. The foundation columns, girders, beams, supports, main wall, the main gate and passage lending to the building and stair-case.
4. Installation for common services such as drainage system, water supply arrangement and electric connection and other amenities, if any to the said premises.

5. Semi-underground and overhead water reservoirs, septic tank, pump, motor, pipes and all the other installation.
6. Common sewerage lines.
7. All other facilities and amenities in the premises which are intended for common use including entrance at the Ground floor.
8. Water pump with motor and water distribution pipes (save those inside the flat).
9. Electrical wiring, fittings and other accessories for lighting the staircase and other common areas/parts.
10. Water sewerages, evacuation pipes from the flats and sewers common to the building.
11. Main gate and boundary walls to the premises of the building.
12. Roof of the building.
13. Lift, Gymnasium, Games Room, Kid's play room, Swimming pool, Community Hall, CCTV in common areas and intercom facility etc. for the said Complex lying and situated at Municipal Holding No. 278, Kali Mohon Roy Chowdhury Road, Kolkata-700151, of the said Complex more-fully described in the **FIRST SCHEDULE**.

FOURTH SCHEDULE ABOVE REFERRED TO**(Common expenses)**

1. **MAINTENANCE:** All expenses for cleaning, sweeping, maintaining white washing, painting, repairing, renovating and replacing including sanitary and plumbing.
2. **OPERATION:** All expenses for running and operating all machineries equipments and installation in common parts, water pump with motor and lighting the common areas generator if any include the costs of repairing renovating and replacing the same.
3. **INSURANCE:** Insurance premium against fire, riot, stick, malicious damage, earthquake etc. risks covering the said flat and the said building.
4. **MUNICIPAL LAND REVENUE AND OTHER TAXES:** Municipal Land Revenue and other taxes and outgoing that may be from time to time levied against the land and/or building including water and water charges.
5. **STAFF:** The Salaries or all other expenses for the staff employee or to be employed for common purpose including their bonus. If any and other emoluments benefits.
6. **FLAT OWNERS ASSOCIATION:** Establishment and all other expenses of the Association including its formation establishment and miscellaneous expenses of the building or any agency of them looking after common purpose until handing over the same to the Association upon completion of sale and registration at all the flats in the said building to the respective purchaser and others.
7. **RESERVE:** Creation of funds for replacement renovation and/or periodic expenses.
8. **OTHER:** All other expenses and/or outgoing expenses as may be incurred by the builder and/or the Association for common purpose.

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

SIGNED, SEALED & DELIVERED

At Kolkata

WITNESSES:

1.

SIGNATURE OF THE VENDORS

2.

SIGNATURE OF THE DEVELOPER

SIGNATURE OF THE PURCHASER/S

Drafted by:

MEMO OF CONSIDERATION

RECEIVED of and from the within named Purchaser the within mentioned sum of **Rs./- (Rupees)** **only**, excluding of taxes towards the full and final consideration price of the within mentioned flat and car parking space of the building Premise/ Holding No. 247, Netaji Subhash Road,,, Kolkata – 700103, together with undivided proportionate share or interest in the land underneath as per memo below:-

Sl. No.	Date	Bank Branch	and	Cheque No.	cash	Amount
TOTAL						

Total Rs...../- (.....)

WITNESSES: -

1.

2.

SIGNATURE OF THE DEVELOPER