

DEED OF CONVEYANCE

THIS DEED OF CONVEYANCE is made this the day of
Two Thousand Eighteen (2018).

BETWEEN

(1) AKLIMA MONDAL (PAN - CDLPM9408C) wife of Late Nur Islam Mondal, by occupation – House wife, **(2) RAHATULLA MONDAL** (PAN- CPJPM2171J) **(3) NAZRUL MONDAL** (PAN - BLXPM6135M), both sons of Late Nur Islam Mondal, both by occupation- Service, **(4) NURNEHAR BIBI SARDAR** (PAN - FUNPS9624A), wife of Nasi Hossain Sarder, **(5) NURJAHAN MONDAL @ NURJAHAN BIWI** (PAN - CDLPM9410J), wife of Akbar Ali Mondal, both daughters of Late Noor Islam Mondal, both by occupation – House wife, all by religion – Muslim, all by Nationality - Indian, all are presently residing at 74, Sukanta Sarani, Post Office and Police Station - Bansdroni, Kolkata – 700070, District – South 24 Parganas, **(6) SAHABUDDIN MONDAL** (PAN - CPEPM8971D), **(7) MOHD NURUDDIN MONDOL** (PAN - ASUPM1446L), **(8) AMINUDDIN MONDAL**, (PAN - CPEPM8970C), (no.6 to no.8) sons of Late Yad Ali Mondal, by occupation- Service, by religion – Muslim, by nationality - Indian, at present residing at Village - Ukhilapaikpara, Post Office - Narendrapur, Police Station - Sonarpur, Kolkata – 700103, District – South 24 Parganas, **(9) EASHAK ALI MONDAL** (PAN - AOPPM3802H), son of Late Rajab Ali Mondal, both by occupation- Service, by religion – Muslim, by nationality - Indian, at present residing at Village - Uttar Kumrakhali, Post Office - Narendrapur, Police Station - Sonarpur, Kolkata – 700103, District – South 24 Parganas, being represented by their Constituted Attorney **“M/S. RAJWADA DEVELOPER”** (PAN - AARFR9646N), a Partnership Firm having its registered office at 26, Mahamaya Mandir Road, Mahamayatala, Post Office - Garia, Police Station - Sonarpur, Kolkata - 700084, duly represented by its Authorised Signatory **SRI BIKASH AGARWAL** (PAN- AHAPA8484B), son of Late Rajendra Kumar Agarwal, by religion - Hindu, by Nationality - Indian, by occupation - Business, residing at 26, Mahamaya Mandir Road, Mahamayatala, Post Office - Garia, Police Station - Sonarpur, Kolkata -700084, by virtue of a Development Power of Attorney which was registered on 17.03.2015 before the office of the D.S.R. IV at Alipore and recorded in its Book No. I, C.D. Volume No. 9, Page from 2885 to 2904, Being No. 02358 for the year 2015 and **(10) JAMALUDDIN MONDAL** (PAN - CMXPM0460P), **(11) KAMALUDDIN MONDAL** (PAN – CWDPM4800R), **(12) SAMADUDDIN MONDAL** (PAN - BTWPM0177L) **(13) SALAUDDIN MONDAL** (PAN- CNBPM3691P), No.10 to No. 13 sons of Jyad Ali Mondal, by occupation - business, by religion – Muslim, by nationality - Indian,

residing at Village - Paikpara, Post Office - Narendrapur, Police Station - Sonarpur, Kolkata - 700103, District - South 24 Parganas, **(14) MAHAMUDA ZAMADER @ MAMUDA BIBI** (PAN - CGAPB8820P), wife of Late Rajjak Jamadar, residing at Village - Uttardanga, Gazi Para, Post Office - Banhoogly 2, Police Station - Sonarpur, Kolkata - 700103, District - South 24 Parganas, **(15) MAJIDA MONDAL @ MAJIDA BIBI** (PAN - CXBPM7981A), wife of Idris Ali Mondal, residing at Polghat School Math, Dakshin Jagaddal, Post Office - Jagaddal, Police Station - Sonarpur, Kolkata - 700151, District - South-24 parganas, **(16) EKIDIA SEKH @ SEKH EKIDA** (PAN - GILPS7945A), wife of Daud Sekh, residing at Village - Elachi, Musalman Para Road, Post Office - Narendrapur, Police Station - Sonarpur, Kolkata - 700103, District - South 24 Parganas, **(17) RASIDA BIBI** (PAN- BVMPB0509B), wife of Amjad Ali Sardar, residing at Village - Paik Para, Post Office - Narendrapur, Police Station - Sonarpur, Kolkata - 700103, District - South 24 Parganas, **(18) ASHIDA GAZI** (PAN BRTPG3185K), wife of Iliyas, residing at Keyatala, Post Office - Keyatala, Police Station - Baruipur, Pin - 743372, District - South -24 Parganas, **(19) SAJIDA KAJI @ SAJIDA BIBI** (PAN - CEVPB6224C), wife of Kaji Nasirudhin, residing at Village - Salika, Post Office - Maheshpur, Police Station - Mograhat, Pin - 743355, District - South-24 Parganas, **(20) KASHIDA BIBI SEKH** (PAN-DGFPS7423M), wife of Usman Ali Sekh, residing at Kusumba (park para), Post Office - Narendrapur, Police Station - Sonarpur, Kolkata - 700103, District - South 24 Parganas, No. 14 to 19 by occupation - House Wife, by religion - Muslim, by nationality - Indian, No. 14 to No. 20 daughters of Late Jyad Ali Mondal, being represented by their Constituted Attorney **"M/S.RAJWADA DEVELOPER"** (PAN - AARFR9646N), a Partnership Firm having its registered office at 26, Mahamaya Mandir Road, Mahamayatala, Post Office - Garia, Police Station - Sonarpur, Kolkata - 700084, duly represented by its Authorised Signatory **SRI BIKASH AGARWAL** (PAN - AHAPA8484B), son of Late Rajendra Kumar Agarwal, by religion - Hindu, by Nationality - Indian, by occupation - Business, residing at 26, Mahamaya Mandir Road, Mahamayatala, Post Office - Garia, Police Station - Sonarpur, Kolkata - 700084, by virtue of a Development Power of Attorney which was registered on 21.09.2015 before the office of the D.S.R. IV at Alipore and recorded in its Book No. I, Volume No. 1604 - 2015, Page from 76983 to 77018, Being No. 160406992 for the year 2015, hereinafter referred to as the **'OWNERS'** (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

M/S. RAJWADA DEVELOPER, (PAN- AARFR9646N) 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, duly represented by its Partners namely, **(1) SRI PARVEEN AGARWAL, (2) SRI BIKASH AGARWAL** and **(3) SRI RAJ KUMAR AGARWAL**, all are sons of Late Rajendra Kumar Agarwal, all are by occupation-Business, by religion - Hindu, by Nationality - Indian, residing at 26, Mahamaya Mandir Road, Mahamayatala, Post Office - Garia, Police Station - Sonarpur, Kolkata - 700 084, District – South-24 Parganas, the Partner Nos.1 and 3 i.e. **SRI PARVEEN AGARWAL and SRI RAJ KUMAR AGARWAL** represented by their Constituted Attorney the Partner No. **2 SRI BIKASH AGARWAL**, by virtue of a General Power of Attorney which was registered on 3.08.2015 before the office of the A.D.S.R. at Garia and recorded in its Book No. IV, CD. Volume No. 1629 - 2015, Pages from 1590 to 1601, Being No. 162900297 for the year 2015, hereinafter referred to as the **'DEVELOPER'** (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 **SECOND PART**.

AND

MR. /MRS. (PAN -), wife/son/daughter of, by occupation –, by faith-, by Nationality-, residing at, hereinafter referred to as the **'PURCHASER/S'** (which expression shall unless excluded by or repugnant to the context be deemed to mean and include his/her heirs executors, administrators, legal representatives and assigns) of the **THIRD PART**.

DESCRIPTION OF FIRST PROPERTY – Land Area 40 Decimal

(L.R. Dag Nos. 2299, 2286, 2286):-

WHEREAS at all material times and until the time mentioned hereafter one Nur Islam Mondal, son of Muluk Chand Mondal, since deceased, was amongst others seized and possessed of or otherwise well and sufficiently entitled to as the full and absolute owner of **ALL THAT** piece and parcel of land hereditament and premises containing by estimation an area of 40 Satak be the same a little more or less and comprised in [(21 satak shali land in R.S. Dag No. 2295, L.R. Dag No.2286, appertaining to R.S. Khatian No. 639/1, L.R. Khatian No.587)+(11 satak Danga land in R.S. Dag No.2306, L.R. Dag No.2299, appertaining to R.S. Khatian No. 639/1, L.R.Khatian No.587)+(08 satak Doba land R.S. Dag No.2295/2953, appertaining to R.S. Khatian No. 639/1)] and situate within Mouza - Ukhilapaikpara, J.L. No.56, R.S. No.147, Touzi No.109, by virtue of a Gift Deed in Vernacular, registered in S.R. at Baruipur recorded in Book No. I, Volume No. - 48, Pages from 286 to 290, Being No. 4491 for the year 1949.

AND WHEREAS the said Nur Islam Mondal died and after his death **ALL THAT** the said land comprised in [(21 satak shali land in R.S. Dag No.2295, L.R. Dag No.2286, appertaining to R.S. Khatian No. 639/1, L.R. Khatian No.587)+(11 satak Danga land in R.S. Dag No.2306, L.R. Dag No.2299, appertaining to R.S. Khatian No. 639/1, L.R.Khatian No.587)+(08 satak Doba land R.S. Dag No.2295/2953, appertaining to R.S. Khatian No. 639/1)] by estimation an area of undivided 40 Satak be the same a little more or less devolved unto his only legal heirs his wife Akima Mondal, two sons namely Rahatulla Mondal, Nazrul Mondal and two daughters namely Nur Nehar Bibi Sarder and Nur Jahan Bibi in proportion to the respective shares settled in his favour in the said Bengali Deed of Conveyance, Being No.4491 for the year 1949.

AND WHEREAS the Akima Mondal, Rahatulla Mondal, Nazrul Mondal and Nur Nehar Bibi Sarder and Nur Jahan Bibi herein seized and possessed of or otherwise well and sufficiently entitled to as the full and absolute owner of **ALL THAT** piece and parcel of land hereditament and premises containing by estimation an area of undivided 40 Satak be the same a little more or less and comprised in [(21 satak shali land in R.S. Dag No.2295, L.R. Dag No.2286, appertaining to R.S. Khatian No. 639/1, L.R. Khatian No.587)+(11 satak Danga land in R.S. Dag No.2306, L.R. Dag No.2299, appertaining to R.S. Khatian No. 639/1, L.R.Khatian No.587)+(08 satak Doba land R.S. Dag No.2295/2953, appertaining to R.S. Khatian No. 639/1)] by estimation an area of undivided 40 Satak be the same a little more or less and situate within Mouza-Ukhilapaikpara, J.L. No.56, R.S. No.147, Touzi No.109, within Ward No.26 of Rajpur Sonarpur Municipality.

DESCRIPTION OF PROPERTY – Land Area 27 Decimal

(L.R. Dag No. 2300):-

AND WHEREAS at all material times and until the time mentioned hereafter one Yad Ali Mondal, son of Muluk Chand Mondal, deceased, was amongst others seized and possessed of or otherwise well and sufficiently entitled to as the full and absolute owner of **ALL THAT** piece and parcel of land hereditament and premises containing by estimation an area of 27 Satak be the same a little more or less and comprised in R.S. Dag No. 2307, L.R. Dag No. 2300, appertaining to Khatian No.440 and situate within Mouza - Ukhilapaikpara, J.L. No. 56, R.S. No.147, Touzi No.109, appertaining to Khatian No.1012/724 by virtue of a Gift Deed in Vernacular registered in S.R. at Baruipur recorded in Book No. I, Volume No. - 49, Pages from 235 to 238, Being No. 4489 for the year 1949.

AND WHEREAS by a Bengali Deed of Settlement dated 22nd June, 1993 and registered in the office of the Additional District Sub Registrar Sonarpur,

District - South -24 Parganas and recorded in Book No. I, Volume No. 67, Page from 317 to 322, Being Deed No. 4748 for the year 1993, the said Yad Ali Mondal for diverse good reasons and consideration transferred, assigned and assured by way of Settlement unto and in favour of his son Sahabuddin Mondal **ALL THAT** Carved out part of the piece and parcel of land hereditament and premises containing by estimation an area of undivided 11 Satak out of 27 Satak comprised within R.S. Dag No. 2307, L.R. Dag No. 2300, appertaining to R.S. Khatian No. 440, which he would hold as Trustee for the benefit of his son Sahabuddin Mondal during his life time and which on his death would devolve unto the said Sahabuddin Mondal as the beneficiary thereof.

AND WHEREAS the Sahabuddin Mondal, son of Late Yad Ali Mondal herein seized and possessed of or otherwise well and sufficiently entitled to as the full and absolute owner of **ALL THAT** piece and parcel of land hereditament and premises containing by estimation an area of undivided 11 Satak out of 27 Satak comprised within R.S. Dag No. 2307, L.R. Dag No. 2300, appertaining to R.S. Khatian No.440, L.R. Khatian No.578 and situate within Mouza-Ukhilapaikpara, J.L. No.56, R.S. No.147, Touzi No.109, within Ward No.26 of Rajpur Sonarpur Municipality.

AND WHEREAS by a Bengali Deed of Settlement dated 22nd June, 1993 and registered in the office of the Additional District Sub Registrar at Sonarpur, District - South -24 Parganas and recorded in Book No. I, Volume No.67, Page from 333 to 337, Being Deed No. 4751 for the year 1993, the said Yad Ali Mondal for diverse good reasons and consideration transferred, assigned and assured by way of Settlement unto and in favour of his son Md. Nuruddin Mondol **ALL THAT** Carved out part of the piece and parcel of land hereditament and premises containing by estimation an area of undivided 05 Satak out of 27 Satak comprised within R.S. Dag No.2307, L.R. Dag No. 2300, appertaining to R.S. Khatian No. 440, which he would hold as Trustee for the benefit of his son Md. Nuruddin Mondol during his life time and which on his death would devolve unto the said Md. Nuruddin Mondol as the beneficiary thereof.

AND WHEREAS by a Bengali Deed of Settlement dated 22nd June, 1993 and registered in the office of the Additional District Sub Registrar Sonarpur, District - 24 Parganas south and recorded in Book No. I, Volume No. 67, Page from 338 to 343, Being Deed No. 4752 for the year 1993, the said Yad Ali Mondal for diverse good reasons and consideration transferred, assigned and assured by way of Settlement unto and in favour of his son Aminuddin Mondal **ALL THAT** Carved out part of the piece and parcel of land hereditament and premises containing by estimation an area of undivided 11 Satak out of 27 Satak comprised within R.S. Dag No. 2307, R.S. Khatian No. 440, which he would hold as Trustee for the benefit of his son Aminuddin Mondal during his

life time and which on his death would devolve unto the said Aminuddin Mondal as the beneficiary thereof.

AND WHEREAS the Md. Nuruddin Mondol being seized and possessed of or otherwise well and sufficiently entitled to as the full and absolute owner of **ALL THAT** piece and parcel of land hereditament and premises containing by estimation an area of undivided 05 Satak out of 27 Satak comprised within R.S. Dag No. 2307, L.R. Dag No. 2300, appertaining to R.S. Khatian No. 440, L.R. Khatian No. 578 and situate within Mouza- Ukhilapaikpara, J.L. No. 56, R.S. No. 147, Touzi No. 109, within Ward No.26 of Rajpur Sonarpur Municipality sold transferred 2 katha 13 chittaks of land in favour of Eashak Ali Mondol, son of Late Rajab Ali Mondal, by virtue of a Sale Deed dated 15.11.2002, , registered in the office of D.S.R. – IV Alipore, South-24 Parganas and recorded in Book No. I, Volume No. 2, Pages from 2513 to 2533, Being no. 00291 for the year 2005.

AND WHEREAS after conveying of the above mentioned property said Md. Nuruddin Mondol herein seized and possessed of or otherwise well and sufficiently entitled to as the full and absolute owner of **ALL THAT** piece and parcel of land hereditament and premises containing by estimation an area of undivided **3 Chittaks 18 sq. ft.** more or less out of 27 Satak comprised within R.S. Dag No. 2307, L.R. Dag No. 2300, appertaining to R.S. Khatian No. 440, L.R. Khatian No.578 and situate within Mouza - Ukhilapaikpara, J.L. No. 56, R.S. No. 147, Touzi No. 109, within Ward No. 26 of Rajpur Sonarpur Municipality.

AND WHEREAS the Aminuddin Mondal seized and possessed of or otherwise well and sufficiently entitled to as the full and absolute owner of **ALL THAT** piece and parcel of land hereditament and premises containing by estimation an area of undivided 11 Satak out of 27 Satak comprised within R.S. Dag No.2307, L.R. Dag No.2300, appertaining to R.S. Khatian No.440, L.R. Khatian No.578 and situate within Mouza- Ukhilapaikpara, J.L. No.56, R.S. No.147, Touzi No.109, within Ward No. 26 of Rajpur Sonarpur Municipality sold transferred 1 Cottah of land to Eashak Ali Mondol, son of Late Rajab Ali Mondal, by virtue of a sale deed dated 15.11.2002 being deed no. 00291 for the year 2005, Book No. I, Volume No. 2, Page from 2513 to 2533, registered in the office of DSR – IV Alipore, South-24 Parganas.

AND WHEREAS after conveying of the above mentioned property the said Aminuddin Mondal herein seized and possessed of or otherwise well and sufficiently entitled to as the full and absolute owner of **ALL THAT** piece and parcel of land hereditament and premises containing by estimation an area of undivided **9.35 Satak** equivalentents to **5 Katha 10 Chittaks 22 Sq.ft** more or less out of 27 Satak comprised within R.S. Dag No. 2307, L.R. Dag No. 2300, appertaining to R.S. Khatian No. 440, L.R. Khatian No. 578 and situate within

Mouza - Ukhilapaikpara, J.L. No. 56, R.S. No. 147, Touzi No. 109, within Ward No. 26 of Rajpur Sonarpur Municipality.

AND WHEREAS the Eashak Ali Mondal herein seized and possessed of or otherwise well and sufficiently entitled to as the full and absolute owner of **ALL THAT** piece and parcel of land hereditament and premises containing by estimation an area of undivided **6.3 Satak** equivalents to **03 Katha 13 Chittaks** more or less out of 27 Satak comprised within R.S. Dag No.2307, L.R. Dag No. 2300, appertaining to R.S. Khatian No.440, L.R. Khatian No.578 and situate within Mouza- Ukhilapaikpara, J.L. No.56, R.S. No.147, Touzi No.109, within Ward No.26 of Rajpur Sonarpur Municipality.

AND WHEREAS thus said **Sahabuddin Mondal, Mohd Nuruddin Mondol, Aminuddin Mondal,** and **Eashak Ali Mondal,** the Owner Nos. 6, 7, 8 and 9 herein became the absolute joint owners of ALL THAT the Shali Land (presently Bastu Land) measuring 27 Satak be the same a little more or less and comprised in R.S. Dag No.2307, L.R. Dag No.2300, comprised in Mouza-Ukhilapaikpara, J.L. No.56, R.S. No.147, Touzi No.109, within Ward No. 26 of Rajpur Sonarpur Municipality, Police Station – Sonarpur, District – South-24 Parhganas.

AND WHEREAS now the **Owner Nos. 1 to 9** herein seized and possessed of or otherwise well and sufficiently entitled to as the full and absolute owner of **ALL THAT piece and parcel of land hereditament and premises containing by estimation an area of 67 Satak / 2 Bigha 1 Satak be the same a little more or less and comprised in (27 Satak shali land in R.S. Dag No.2307, L.R. Dag No.2300, R.S. Khatian No. 440, L.R. Khatian No.578,) + (21 satak shali land in R.S. Dag No.2295, L.R. Dag No.2286, appertaining to R.S. Khatian No.639/1, L.R. Khatian No.587)+(11 satak danga land in R.S. Dag No.2306, L.R. Dag No. 2299, appertaining to R.S. Khatian No. 639/1, L.R. Khatian No.587)+(08 satak doba land in R.S. Dag No.2295/2953, L.R. Dag No. 2287, appertaining to R.S. Khatian No. 639/1) and situate within Mouza- Ukhilapaikpara, J.L. No.56, R.S. No.147, Touzi No.109, within Ward No.26 of Rajpur Sonarpur Municipality, Dist- South 24 Parganas.**

AND WHEREAS the **owners no. 1 to 9** herein desire to construct residential-cum-commercial building/buildings, comprising of several self contained flats, shops, car parking spaces and other spaces on the entire land and property described herein above, but due to paucity of fund, the said **owners no. 1 to 9** herein, entered into an Agreement for development with **M/S. RAJWADA DEVELOPER,** the Developer herein, to construct the same and the said Development Agreement which was registered on 17.03.2015 before the office of the D.S.R. IV at Alipore and recorded in its Book No. I, C.D. Volume No. 9, Page from 2436 to 2476, Being No. 02357 for the year 2015 and also entered into a registered Development Power unto and in favour of "**M/S.**

RAJWADA DEVELOPER", a Partnership Firm having its registered office at 26, Mahamaya Mandir Road, Mahamayatala, Garia, Police Station - Sonarpur, Kolkata - 700084, duly represented by its authorised signatory **SRI BIKASH AGARWAL**, son of Late Rajendra Kumar Agarwal, by religion - Hindu, by Nationality- Indian, by occupation-Business, residing at 26, Mahamaya Mandir Road, Mahamayatala, Garia, Police Station - Sonarpur, Kolkata - 700 084, and also of other two Partners of the said firm **M/S. RAJWADA DEVELOPER**, the Developer herein, and the said Development Power was duly registered on 17.03.2015 before the office of the D.S.R. IV at Alipore and recorded in its Book No. I, C.D. Volume No. 9, Page from 2885 to 2904, Being No. 02358 for the year 2015.

DESCRIPTION OF SECOND PROPERTY – Land Area 32 Decimal (L.R. Dag Nos. 2297, 2298):-

WHEREAS at all material times and until the time mentioned hereafter one Mulluk Chand Mondal seized and possessed of or otherwise well and sufficiently entitled to as the full and absolute owner of **ALL THAT** piece and parcel of land hereditament and premises containing by estimation an area of 32 Satak be the same a little more or less and comprised in (11 satak shali land in R.S. Dag No. 2304, L.R. Dag No.2297, appertaining to R.S. Khatian No. 201, L.R. Khatian No.1759,)+(21 satak Sali land in R.S. Dag No. 2305, L.R. Dag No.2298, appertaining to R.S. Khatian No. 201, L.R. Khatian No.1759,) and situate within Mouza - Ukhilapaikpara, J.L. No. 56, District - South 24 Parganas.

AND WHEREAS the said Mulluk Chand Mondal gifted/ bequeathed **ALL THAT** piece and parcel of land hereditament and premises containing by estimation an area of 32 Satak be the same a little more or less and comprised in (11 satak shali land in R.S. Dag No. 2304, L.R. Dag No.2297, appertaining to R.S. Khatian No. 201, L.R. Khatian No.1759,)+(21 satak Sali land in R.S. Dag No. 2305, L.R. Dag No.2298, appertaining to R.S. Khatian No. 201, L.R. Khatian No.1759,) and situate within Mouza- Ukhilapaikpara, J.L. No.56, Dist. South 24 Parganas to his son Jyad Ali Mondal along with other lands by virtue of a Bengali Deed of Gift dated 12.09.1949 registered in the office of Sub-Registrar Baruipur, recorded in Book No. I, Volume No. 4, Pages from 282 to 285, Being Deed No. 4488 for the year 1949.

AND WHEREAS the said Jyad Ali Mondal died and on his death **ALL THAT** the said land comprised in (11 satak shali land in R.S. Dag No. 2304, L.R. Dag No.2297, appertaining to R.S. Khatian No. 201, L.R. Khatian No.1759,)+(21 satak Sali land in R.S. Dag No. 2305, L.R. Dag No.2298, appertaining to R.S. Khatian No. 201, L.R. Khatian No.1759) by estimation an area of 32 Satak be the same a little more or less devolved unto his only legal

heirs his four sons namely Jamaluddin Mondal, Kamaluddin Mondal, Samaduddin Mondal, Salauddin Mondal and seven daughters namely Mahamuda Zamader @ Mamuda Bibi, Majida Mondal, Ekida Sekh @ Sekh Ekida, Rasida Bibi, Ashida Gazi, Sajida Kaji @ Sajida Bibi and Keshida Bibi Sekh the Owners No. 10 to 20 in proportion to the respective shares.

AND WHEREAS the **Owner nos. 10 to 20** herein seized and possessed of or otherwise well and sufficiently entitled to as the full and absolute owner of **ALL THAT** piece and parcel of land hereditament and premises containing by estimation an area of **32 Satak be the same a little more or less and comprised in (11 satak shali land in R.S. Dag No. 2304, L.R. Dag No.2297, appertaining to R.S. Khatian No. 201, L.R. Khatian No.1759,)+(21 satak Sali land in R.S. Dag No. 2305, L.R. Dag No.2298, appertaining to R.S. Khatian No. 201, L.R. Khatian No.1759) and situate within Mouza - Ukhilapaikpara, J.L. No. 56, R.S. No. 147, Touzi No. 109, within Ward No. 26 of Rajpur Sonarpur Municipality, District – South-24 Parganas.**

AND WHEREAS the **Owner Nos. 10 to 20** herein desire to construct residential-cum-commercial building/buildings, comprising of several self contained flats, shops, car parking spaces and other spaces on the entire land and property described herein above, but due to paucity of fund, the said **Owner Nos. 1 to 9** herein, entered into an Agreement for development with **M/S. RAJWADA DEVELOPER**, the Developer herein, to construct the same and the said Development Agreement which was registered on 31.08.2015 before the office of the D.S.R. IV at Alipore and recorded in its Book No. I, Volume No. 1604 - 2015, Page from 68227 to 68278, Being No. 160406608 for the year 2015 and also entered into a registered Development Power unto and in favour of “**M/S. RAJWADA DEVELOPER**”, a Partnership Firm having its registered office at 26, Mahamaya Mandir Road, Mahamayatala, Garia, Police Station - Sonarpur, Kolkata - 700 084, duly represented by its authorised signatory **SRI BIKASH AGARWAL**, son of Late Rajendra Kumar Agarwal, by religion - Hindu, by Nationality- Indian, by occupation-Business, residing at 26, Mahamaya Mandir Road, Mahamayatala, Garia, Police Station - Sonarpur, Kolkata- 700 084, and also of other two Partners of the said firm **M/S. RAJWADA DEVELOPER**, the Developer herein, and the said Development Power was duly registered on 21.09.2015 before the office of the D.S.R. IV at Alipore and recorded in its Book No. I, Volume No. 1604 - 2015, Page from 76983 to 77018, Being No. 160406992 for the year 2015.

(Amalgamation of property through Sale Deed)

AND WHEREAS after that the land Owners No. 1 to 5, land Owner Nos. 6 to 9 and land Owner Nos. 10 to 20 amalgamated the aforesaid three lands by three several Sale Deeds, Being No. 8056/2015, 8057/2015 and 8058/2015

which were registered in the Office of District Sub Registrar-IV, at Alipore, South-24 Parganas.

AND WHEREAS it became into in one single Bastu land measuring **99 Satak equivalents to 60 Kattahs be the same a little more or less and physically possessing the land measuring land 58 Katha 6 Chittack 16 Sq. ft. be the same a little more or less (11 satak shali land in R.S. Dag No.2304, L.R. Dag No. 2297, appertaining to R.S. Khatian No. 201, L.R.Khatian No.1759,)+(21 satak Sali land in R.S. Dag No.2305, L.R. Dag No.2298, appertaining to R.S. Khatian No. 201, L.R. Khatian No.1759,) + (27 Satak shali land in R.S. Dag No.2307, L.R. Dag No.2300, R.S. Khatian No.440, L.R. Khatian No.578,) + (21 satak shali land in R.S. Dag No.2295, L.R. Dag No.2286, appertaining to R.S. Khatian No.639/1, L.R. Khatian No.587)+(11 satak danga land in R.S. Dag No.2306, L.R. Dag No.2299, appertaining to R.S. Khatian No. 639/1, L.R. Khatian No.587)+(08 satak doba land in R.S. Dag No.2295/2953, appertaining to R.S. Khatian No. 639/1,) and situate within Mouza - Ukhilapaikpara, J.L. No.56, R.S. No.147, Touzi No.109, within Ward No.26 of Rajpur Sonarpur Municipality, District - South 24 Parganas, and all the Owners herein mutated their names in the records of the B.L. & L.R.O. being L.R. Khatian Nos. 2376, 2378, 2354, 2377, 2355, 2379, 2375, 1037, 578, 118, 2304, 2359, 2360, 2361, 2362, 2363, 2364, 2365, 2366, 2369, 2367, 2368, and also in the records of the Rajpur-Sonarpur Municipality, being Municipal Holding No. 513, Paikpara Road, and also converted their said land into Bastu Land hereinafter referred to as the "**Said Property**" is more fully and particularly described and mentioned as the **FIRST SCHEDULE**.**

AND WHEREAS as per the said Development Agreement and General Power of Attorney the said Developer on behalf of the Owners/Vendors duly sanctioned a building plan vide **Plan No. 107/CB/26/25 dated 11/09/2018** for construction of G+4 storied building under certain numbers of Block and/or Phase consisting of several self contained flats, garages/car parking spaces, and other spaces for residential purposes at the said property at the cost of the Developer and also the Developer has started the construction of the said building as per sanctioned building plan and also declares for absolute sale of those flats and car parking space.

AND WHEREAS as per plan the Developer has started the constructional work of the G+4 storied building in several Blocks consisting flats, garages/car parking spaces, hereinafter referred to as the "**Said Housing Complex**" as per the sanctioned Plans abovementioned.

AND WHEREAS in terms of the said Agreement and Development Power of Attorney, the developer has 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 the Developer has registered the said Housing Complex named and styled as “**RAJWADA GREEN SHIRE**” under the provisions of the Act with the West Bengal Housing Industry Regulatory Authority at on under registration No.

AND WHEREAS being so authorized as stated above the Developer has expressed its 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 in the like area, and being aware of the declaration of Developer, the Purchaser/s offered to purchase the same which the Developer has accepted and entered into an Agreement for Sale with the purchaser/s herein on, on terms and conditions therein mentioned.

AND WHEREAS by virtue of a registered agreement for sale dated registered in the office of the and recorded in its Book No., Volume No., pages from to, Being No. for the year made between the Purchaser herein and the Vendors/Owners herein and the Developer/Confirming Party herein, the Purchaser/s herein agreed to purchase one self-contained Flat being **Flat No. “.....”** having carpet area measuring **Sq. ft.** be the same a little more or less on the **floor** at the side together with **Car parking space** measuring an area of **Sq. ft.** more or less on the Ground floor in **Block No.** of the said G+IV (Ground plus Four) storied building christened as “**RAJWADA GREENSHIRE**” hereinafter referred to as the “**said flat and car parking space**”, lying and being Holding No. 513, Mouza- Ukhilapaikpara, J.L. No.56, R.S. No.147, Touzi No.109, within Ward No. 26 of Rajpur Sonarpur Municipality, Paikpara Road, Kolkata – 700103, Post Office - Narendrapur, Police Station – Sonarpur, District- South 24 Parganas, together with undivided and indivisible proportionate share in the land underneath together with other facilities for and at a total price of **Rs./- (Rupees)** only.

AND WHEREAS in terms of the said agreement for sale dated, the Owners/ Vendors and the Developer/Confirming Party herein have agreed to sell and transfer one self contained flat being **Flat No. “.....”** having carpet area measuring **Sq. ft.** be the same a little more or less on the **floor** in **Block-.....** more fully delineated in the map or plan annexed hereto hatched in colour RED of the said G+IV storied building lying and situated at Premises/Holding No. 513, Mouza- Ukhilapaikpara, J.L. No.56, R.S. No.147, Touzi No.109, within Ward No. 26 of Rajpur Sonarpur Municipality, Paikpara Road, Kolkata – 700103, Post Office - Narendrapur, Police Station – Sonarpur,

District- South 24 Parganas, at a total agreed consideration of **Rs./-** (**Rupees**) only and the same is more fully and particularly described in the **SECOND SCHEDULE** hereunder written together with undivided, indivisible proportionate share in the land described in the **FIRST SCHEDULE** hereto alongwith proportionate share in the common spaces, passages, paths, water and water courses, drainages, sewerages, stair case, landing, boundary wall and other open 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 purchasers' 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 thereat which are more fully and particularly described in the **FOURTH SCHEDULE** hereunder written.

AND WHEREAS the purchasers having agreed to purchase the said flat and 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 car parking space unto and in favour of the Purchaser/s absolutely and forever, and the Developer doth hereby comply with the said requisition of the Purchaser/s.

AND WHEREAS the Purchaser/s herein, hereby mutually agrees upon that Supplementary Agreements, entered into amicably by the Owners and the Developer **M/S. RAJWADA DEVELOPER** as and when required in respect with any issue arises in future in pursuance with the development and transfer process, shall be signed by him as a Confirming Party.

NOW THIS INDENTURE WITNESSETH that in pursuance of the said agreement and in consideration of the said sum of **Rs./-** (**Rupees**) only truly paid by the Purchaser/s 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 admits and acknowledges and 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 proportionate undivided undemarcated share and right, title and interest over the said land and premises with the facilities in common with other owner/owners 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** one self contained flat being **No.** situate at the side on the **floor** of Block- having carpet area measuring **Sq. ft.** together with **Car parking space** on the Ground floor in Block-..... of Premises/Holding No. 153, P.S.- Sonarpur, 700103, District South 24-Parganas which is more fully and particularly described in the **FIRST SCHEDULE** hereunder written and hereinafter referred to as the “**said flat and car parking space**” together with the undivided proportionate share of the land underneath 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 possess all common roads, passages, advantages thereto or reputed to belong to the estate, right, title, interest, claim and demand of the Owners/Vendors up to and upon the said land proportionately incurring proportionate expenses for the said common portion out of cost and expenses of the Purchaser/s 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 at the ground floor in Block-..... of the said building complex having right to use, occupy, own possess the said flat and car parking space as mentioned in **SECOND SCHEDULE** hereunder written exclusively with co-owners or occupiers of the building subject to the Purchaser/s paying and discharging taxes and impositions or outgoing 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 Purchasers 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 mentioned in the **SECOND SCHEDULE** hereunder written along with common areas 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 Purchasers 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 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 has not been offered as security or otherwise to any authority whatsoever or howsoever.

- 3.** That the Purchaser/s will be free from any liability arising out of the said Mortgage Loan in respect of the Said Flat in any manner whatsoever.
- 4.** That the Purchasers shall henceforth peaceably and quietly hold, possess and enjoy the right, title and interest or profits derivable from and out of the said flat without any let or hindrance, interruption, claim, disturbances or demand from or by the owners/Vendors or 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.
- 5.** All the taxes, land revenue and other impositions payable in respect of the said flat up to the date of handing over the possession of the same to the Purchaser/s, 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/s then it will be recoverable from the Owners/Vendors prior to the date of delivery of possession of the said Flat unto and in favour of the Purchasers and the Purchasers shall pay the entire taxes and outgoings in respect of the said flat after the instant Deed of Conveyance is registered possession given subject to the formation of the Association as mentioned hereto when the Purchasers shall pay the Govt. Rent & Municipal taxes and other outgoings exclusively for the said Flat & the Covered Car Parking spaces and shall pay for all the common portions proportionately to the said Association as would be so directed.
- 6.** 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/s for better or further effectuating and assuring the conveyance hereby made or the title of the Purchaser/s to the property hereby sold and conveyed or any mistake or deficiency to the extent of description or other particulars of the said property.
- 7.** The Purchasers, 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.
- 8.** The Purchaser/s 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 except the place is reserved for the said purpose.
- 9.** The Purchaser/s 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/s shall not store any inflammable article, fireworks install any machinery, electrical motor and/or start any hotel business in the said flat which may cause sound pollution/air pollution, smoke etc. to the occupant of the other flats in the building.

11. That the Purchaser/s shall pay the proportionate share of premium of the Insurance for the said building if any.

12. The Purchasers 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.

13. The Vendor & Developer will deliver the right to use and enjoy the common amenities mentioned in the Third Schedule hereunder written to the Purchaser/s after completion of the entire project.

14. Indemnification by the Vendor about the correctness of the Vendors' title and authority to sell and this Conveyance is being accepted by the Purchaser/s on such express indemnification by the Vendor about the correctness of the Vendors' title, which if found defective or untrue at any time, the Vendors shall, at the costs, expenses, risk and responsibility of the Vendor, forthwith take all necessary steps to remove and/or rectify.

THE FIRST SCHEDULE REFERRED TO ABOVE
(DESCRIPTION OF THE LAND AND PREMISES)

ALL THAT piece or parcel of Bastu Land measuring 60 Cottahs equivalent to 99 Satak be the same a little more or less and physically possessing the land measuring **58 Cottahs 6 Chittacks 16 Sq. Ft. equivalent to 3906.159 Sq. Mt.** be the same a little more or less, lying and situate at Mouza – Ukhila Paikpara, J.L. No. 56, R.S. No. 147, Touzi No. 109, R.S. Dag Nos. 2295/2953, 2295, 2304, 2305, 2306, 2307 under R.S. Khatian Nos. 639/1, 201, 440 corresponding to L.R. Dag Nos. 2287, 2286, 2297, 2298, 2299, 2300 under L.R. Khatian Nos. 2376, 2378, 2354, 2377, 2355, 2379, 2375, 1037, 578, 118, 2304, 2359, 2360, 2361, 2362, 2363, 2364, 2365, 2366, 2369, 2367, 2368, within the limits of Rajpur-Sonarpur Municipality, Ward No. 26, being Municipal Holding No. 513, Paikpara Road, Post Office – Narendrapur, Kolkata – 700103, Police Station – Sonarpur, District – South-24 Parganas,

Butted and bounded as follows:-

On the North :- 10 Meter wide Road and R.S. Dag No. 2308;

On the East :- R.S. Dag Nos. 2278, 2296;

On the South :- R.S. Dag No. 2302;

On the West :- 10 Meter wide Road and R.S. Dag No. 2291.

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

THE SECOND SCHEDULE ABOVE REFERRED TO

(DESCRIPTION OF THE FLAT TO BE SOLD)

ALL THAT Flat No. having carpet area measuring **Sq. ft.** being Carpet area Sq. Ft. be the same a little more or less on the side of the **Floor** of the said G+4 storied building consisting of Bed rooms, ... Dining/Drawing room, Kitchen, W.C., Toilet, Verandah, together with **one** **car Parking Space** in **Block** - in of the Housing Complex named and styled as “**RAJWADA GREEN SHIRE**” 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 Third Schedule hereunder written and the Flat & car parking space is being erected as Building **sanction plan no. Plan No. 107/CB/26/25 dated 11/09/2018** sanctioned by the Rajpur-Sonarpur Municipality, Ward No. 26, Municipal Holding No. 513, District South 24-Parganas morefully described in the **First / Schedule** herein above.

THE THIRD SCHEDULE ABOVE REFERRED TO

(COMMON RIGHTS AND SERVICES)

1. All left open 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, Children's Park, Power backup, Swimming pool, Community Hall, Indoor Games room, Generator, CCTV, Water Filtration Plant, Power Backup in common areas and intercom facility etc. for the said Complex.

FOURTH SCHEDULE ABOVE REFERRED TO

(Common expenses)

1. **MAINTENANCE:** All expenses for cleaning sweeping maintaining white washing, painting, repairing, renovating and replacing the 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 including litigation expenses as may be incurred by the builder and/or the Association for common purpose.

IN WITNESS WHEREOF ALL THE PARTIES have hereto signed this **DEED OF CONVEYANCE** this the day, month and year first above written.

SIGNED, SEALED & DELIVERED

by the above named parties
in presence of the following

WITNESSES :

- 1.

SIGNATURE OF THE OWNERS/VENDORS

- 2.

SIGNATURE OF THE PURCHASER/S

SIGNATURE OF THE DEVELOPER

Drafted by :-

MEMO OF CONSIDERATION

RECEIVED of and from the within named Purchaser the within mentioned sum of **Rs./- (Rupees only)** towards the full and final consideration price of the within mentioned flat situated of the side of the floor in Block-.....together with car parking space of the building Premise/Holding No. 513, Paikpara Road, Kolkata – 700103 together with undivided proportionate share or interest in the land underneath as per memo below:-

CHQ DETAILS	DATE	BANK	FLAT AND CAR PARKING AMOUNT	S.TAX	CHQ AMT

Rs...../- (Rupees only)

SIGNED, SEALED & DELIVERED

in presence of the following

WITNESSES :

1.

2.

SIGNATURE OF THE DEVELOPER