

THIS DEED OF CONVEYANCE made this day of Two Thousand
Twenty-Four

BETWEEN

(1) Sri Dipen Bhowmik (PAN: ADBPB4274B, ADHAR: 339284895709), (2) Sri Subhashish Bhowmik (PAN:ADBPB4273G, ADHAR: 964408930242), (3) Smt Madhusree Bhowmik (PAN: APTPB3012M, ADHAR: 526207403243), (4) Sri Arnab Bhowmik (PAN: AXHPB4184E, ADHAR:673191968761), (5) Smt Arpita Bhowmik (PAN: APTPB3011J, ADHAR: 465655085937), (6) Smt Tapasi Chaudhury (PAN: AEIPC9835M, ADHAR: 836335934850), (7) Smt Bharti Pramanik (PAN: AOQPP7669N, ADHAR: 303901219614), (8) Miss Tapati Bhowmick (PAN: ARMPB9970D, ADHAR: 864368722441), (9) Sri Partha Bhowmick (PAN: AECPB0289G, ADHAR: 467425531428), (10) Smt Sunertri Bhowmick (PAN: AEJPB2337J, ADHAR: 926975280975)

hereinafter called and referred to as the **“OWNERS”** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include it’s successors-in-interest, assigns and nominees) of the **ONE**

PART. The owner no 1 to 5 and 8 to 11 resides at 50/2 Sri Ram Thakur Road (Formerly Jadavpur Central Road) Kolkata-700032, Police Station: Jadavpur and owner no 6 resides at 40A Alamohan Das Road, Dasnagar, Howrah- 711105 Police Station: Dasnagar and owner no 7 resides at 21/8/A Second Street, Modern Park, Kolkata-700075 Police Station: Survey Park.

The Owners has been represented by its Constituted Attorney **SRI RAJESH KUMAR JHAJHARIA**, son of Late S.M. Jhajharia, (PAN: ACWPJ3828K,

ADHAR: 646962065452) by religion : Hindu, by occupation Business, by Nationality : Indian of 61A, Sardar Sankar Road, Post office : Sarat Bose road. Police Station Tollygunge, Kolkata 700029 , one of the directors of **PIYUSHMANYATA PROJECTS PVT.LTD (PAN: AAACP9142K, CIN: U51909WB2008PTC130424)**, a Company registered under Companies Act,1956 having its registered office at Poddar Court, Gate No.3, 18, Rabindra Sarani Kolkata-700001, Police Station: Hare Street vide Development agreement dated 22nd February,2021 registered in the office of Additional District Sub Registrar - at Alipore recorded in Book no 1, Volume No 1605-2021 , Pages: 35701 to 35783 , Being no 160500755 for the year 2021 and Power of attorney dated 3rd March 2021 registered in the office of Additional District Sub Registrar - at Alipore recorded in Book no 1, Volume No 1605-2021 , Pages: 42300 to 42356 , Being no 160500873 for the year 2021.

AND

PIYUSHMANYATA PROJECTS PVT. LTD. (PAN: AAACP9142K, CIN: U51909WB2008PTC130424), a Company registered under Companies Act,1956 having its registered office at Poddar Court, Gate No.3, 18, Rabindra Sarani Kolkata-700001, Police Station: Hare Street duly authorized and represented by it's one it's directors **SRI RAJESH KUMAR JHAJHARIA**, son of Late S.M. Jhajharia, having (**PAN: ACWPJ3828K , ADHAR: 646962065452**) by religion : Hindu, by occupation Business, by Nationality : Indian of 61A, Sardar Sankar Road, Post office : Sarat Bose road. Police Station Tollygunge, Kolkata 700029 hereinafter called and referred to as the "**DEVELOPER**" (which

term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successors-in-interest, assigns and nominees) of the **SECOND PART.**

AND

[If the Allottee is a company]

_____, (CIN no. _____) a company incorporated under the provisions of the Companies Act, [1956 or 2013, as the case may be], having its registered office at _____, (PAN _____), represented by its authorized signatory, _____, (Aadhar no. _____) duly authorized vide board resolution dated _____, hereinafter referred to as the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, executors, administrators and permitted assignees).

[OR]

[If the Allottee is a Partnership]

_____, a partnership firm registered under the Indian Partnership Act, 1932, having its principal place of business at _____, (PAN _____), represented by its authorized partner, _____, (Aadhar no. _____) authorized vide _____, hereinafter referred to as the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors-in-interest, executors, administrators and permitted assignees, including those of the respective partners).

[OR]

[If the Allottee is an Individual]

Mr. / Ms. _____, (Aadhar no. _____)
son / daughter of _____, aged about
_____, residing at
_____, (PAN _____), hereinafter
called the "Allottee" (which expression shall unless repugnant to the context
or meaning thereof be deemed to mean and include his/her heirs, executors,
administrators, successors-in-interest and permitted assignees).

[OR]

[If the Allottee is a HUF]

Mr. _____, (Aadhar no. _____) son of
_____ aged about _____ for self and as
the Karta of the Hindu Joint Mitakshara Family known as
_____ HUF, having its place of business / residence at
_____, (PAN _____), hereinafter
referred to as the "Allottee" (which expression shall unless repugnant to the
context or meaning thereof be deemed to include his heirs, representatives,
executors, administrators, successors-in-interest and permitted assigns as
well as the members of the said HUF, their heirs, executors, administrators,
successors-in-interest and permitted assignees).

[Please insert details of other allottee(s), in case of more than one allottee]

The Promoter and Allottee shall hereinafter collectively be referred to as the
"Parties" and individually as a "Party".

WHEREAS:

- A. The **OWNERS** are the absolute owners of ALL THAT the land measuring an area of **5 Cottahs 15 Chittaks 33 Square Feet of land**, Police Station Jadavpur, District South 24 Parganas, Sub Registrar at Alipore within Ward No. 96 of the Kolkata Municipal Corporation along with the rights appurtenant thereto, TOGETHER WITH all easement rights and all other rights appurtenances attached to the said plot, more fully & particularly mentioned and described in the SCHEDULE A (Part I) hereunder written, hereinafter for the sake of brevity referred to as the SAID LAND. The Devolution of Title of the said Owners is morefully mentioned and stated in the SCHEDULE A (Part II) hereunder written.
- B. The Owner and the Promoter have entered into a Development agreement dated 22nd February, 2021 registered in the office of Additional District Sub Registrar - at Alipore recorded in Book no 1, Volume No 1605-2021 , Pages: 35701 to 35783 , Being no 160500755 for the year 2021 and Power of attorney dated 3rd March 2021 registered in the office of Additional District Sub Registrar - at Alipore recorded in Book no 1, Volume No 1605-2021 , Pages: 42300 to 42356 , Being no 160500873 for the year 2021.
- C. The Promoter subsequently, had a plan approved by competent authority for construction on said land vide approval dated **24/03/2021** Sanctioned Plan no. **2020100156**.
- D. Subsequently, by an Agreement for Sale dated _____ and registered with _____, at _____ and recorded in Book No. _____, Volume No. _____, Pages from _____ to _____ being No. _____ for the year _____ the Promoter had agreed to sell and transfer to the Allottee ALL THAT the said Apartment (morefully mentioned in **Schedule B** hereunder written), for the

consideration and on the terms and conditions therein mentioned (hereinafter referred to as "the **AFS**").

- E. The Promoter has since completed the construction of the Project at the said Land in accordance with the Plan sanctioned by the concerned authorities and have obtained a Completion Certificate vide Completion Case No. _____ dated _____.
- F. The Purchaser has from time to time paid the Total Price as recorded in AFS for purchasing the Apartment and the Purchaser hereby confirms that the Promoter has duly complied with its obligations contained in AFS and is not in default of its obligation therein
- G. The Promoter has now called upon the Purchaser to take lawful, vacant, peaceful physical possession of the Apartment and pursuant thereto the Purchaser has taken such possession of the Apartment to the Purchaser's full satisfaction.
- H. Before taking possession of the Apartment, the Purchaser has fully satisfied himself/herself/itself with regard to the following: **(i)** The right, title and interest of the Owner to the said Premises, the documents relating to the title of the said Premises, the right of the Promoter and the Plan of the Project. **(ii)** The materials, the workmanship and the quality of construction of the said Apartment and the Project, including the structural stability of the same. **(iii)** The total area comprised in the said Apartment. **(iv)** The Completion Certificate. **(v)** The scheme of user and enjoyment of the Common Areas as contained in these presents and also in the AFS.

- I. The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Deed and all applicable laws, are now willing to enter into this Deed on the terms and conditions appearing hereinafter to complete the grant transfer and conveyance by sale of the Apartment by the Promoter to and in favour of the Purchaser.

NOW THEREFORE, THIS DEED OF CONVEYANCE WITNESSTH THAT:

1. CONVEYANCE AND TRANSFER BY SALE

- 1.1 The Promoter hereby sells conveys grants transfers absolutely and forever, to the Purchaser ALL THAT apartment No. [•], having carpet area of ([•] Sq. ft), together with an exclusive balcony area of ([•] Sq.ft.) and an exclusive open terrace area of ([•] Sq.ft.) appurtenant to the carpet area of the said apartment, located at the [•] Floor of the Building in the Project named “ **SJ MADHABALAYA**” Together with the right to use ___ numbers of _____ car parking spaces bearing Nos. ___ admeasuring 135 square feet more or less and located at (hereinafter collectively referred to and identified as the “Apartment”) Together With the perpetual irrevocable right to use the common areas parts, portions, facilities, amenities, utilities and installations described under **Schedule D hereto (“Common Areas”)** in common with the remaining allottees/purchasers/lawful occupants of the Project and the Owner and the Promoter (in respect of the un-allotted apartments and parking space(s) in the Project) (hereinafter collectively referred to and identified as the “Apartment” which is more fully described in Schedule-B hereto) and the **Apartment is marked with green borders on map/plan of the [•] floor of the Building annexed hereto and marked as “Annexure-B”** ALONG WITH all rights, benefits, liberties, privileges, sewers,

drains, easements and appurtenant whatsoever and TO HAVE AND TO HOLD the Apartment and every part thereof and the properties appurtenant thereto, absolutely and forever, as its exclusive owner, free from all encumbrances SUBJECT HOWEVER to the observance and performance by the Purchaser of all the covenants, stipulations, restrictions, and obligations mentioned hereinafter all of which shall be and be deemed to be covenants running with the said Premises AND FURTHER SUBJECT to the observance and performance by the Purchaser of all the terms and conditions of the management, administration and maintenance of the Project AND FURTHER SUBJECT to the Purchaser paying and discharging all existing and future maintenance charges, rates, taxes, impositions, outgoings etc. in respect of the Apartment from the date of its possession and/or the deemed date of possession, as the case may be, wholly with respect to the Apartment and proportionately with respect to the Project in relation to the Common Areas.

- 1.2 Unless contrary to the context, the capitalised term 'Apartment' (defined above) wherever used in this Deed shall include all the properties and rights mentioned in Clause 1.1 hereinabove which are being hereby sold and/or granted, and it is expressly made clear that the same constitute one residential unit.
- 1.3 None of the following is intended to be or shall be transferred in favour of the Purchaser and the Purchaser shall have no ownership whatsoever in respect of the following: **(a)** The Common Areas; and **(b)** Other residential apartments and parking spaces in the Project.
- 1.4 It is expressly clarified herein in respect of the residential apartments, parking and other spaces, properties and other rights comprised in the Project which are not intended to be transferred to the Purchaser as aforesaid, the Promoter shall be entitled to use, utilise, transfer, alienate, part with possession, deal with or dispose of the same in any manner whatsoever on such terms and conditions

as may be thought fit and proper by them in its absolute discretion, without any reference or objection of to the Purchaser. The Purchaser hereby consents to the same and undertakes not to raise any claim or create or cause to be created for any reason, directly or indirectly, any obstruction or hindrance whatsoever regarding the same.

- 1.5 The Purchaser shall use and enjoy the said Apartment in the manner not inconsistent with his rights hereunder and without committing any breach, default or violation and without creating any hindrance relating to the rights of any other allottees/purchasers and/or of the Owner/Promoter.
- 1.6 The sale of the said Apartment is together with and subject to the mutual easements and restrictions and the terms, conditions, restrictions, stipulations, obligations and covenants mentioned in this Deed.

2 THE PROMOTER AND THE OWNER DOTH HEREBY REPRESENT AND WARRANT TO THE PURCHASER AS FOLLOWS:

- 2.1 The Promoter has the requisite rights to carry out development upon the said Premises.
- 2.2 The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project.
- 2.3 There are no encumbrances upon the said Land or the Project.
- 2.4 There are no litigations pending before any Court of law or Authority with respect to the said Land, Project or the Apartment.
- 2.5 All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Premises and Apartment are valid and subsisting and have been obtained by following due

process of law. Further, the Promoter has developed the Project in compliance with all applicable laws.

- 2.6 The Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said Project to the competent Authorities till the Completion Certificate has been issued and possession of Apartment or Project, as the case may be, along with Common Areas (equipped with all the specifications, amenities and facilities) has been handed over to the Purchaser and the association of purchasers or the competent authority, as the case may be.
- 2.7 The Promoter hereby further covenant that the Purchaser shall, subject to observing, performing and complying with the terms, conditions, restrictions, stipulations, obligations and covenants mentioned in this Deed peaceably own, hold and enjoy the said Apartment

3 THE PURCHASER DOTH HEREBY COVENANTS WITH THE OWNER AND THE PROMOTER AS FOLLOWS:

- 3.1 The Purchaser shall observe and perform all the terms, covenants and conditions contained in this Deed to the extent and so far as they are applicable to the Apartment as if they were incorporated in these presents and not to commit breach of or do any act contrary to any of the terms, covenants and conditions stated therein.
- 3.2 The Purchaser shall not cause nuisance or annoyance to the adjoining purchasers and occupants.
- 3.3 The Purchaser shall indemnify and keep indemnified the Owner and the Promoter against any loss, costs, charges and expenses that it may suffer or incur on account of breach of any law, rules and

regulations of the Government or any local authority, or breach of any term or covenant of the Deed or of these presents.

- 3.4 The Purchaser shall pay and discharge in entirety or proportionately (as the case may be) from the deemed date of possession all existing and future municipal rates, taxes, land revenues, assessments, impositions and outgoings (including interest, penalties in case of delayed payment, charges, claims etc.) whatsoever which now are or in the future shall be imposed or charged upon the Apartment and/or the Project constructed thereon and which may be assessed, charged or imposed upon either on the Promoter or the Purchaser or occupier thereof whether in respect of the Apartment or the Project or the Premises erected thereon in accordance with the provisions of relevant laws.
- 3.5 The Purchaser shall comply with all applicable laws, rules and regulations, notifications and circulars for the construction, use, enjoyment and possession of the Apartment and the Project to be erected thereon including but not limited to the sanctioned Plan, and to be solely liable for all breaches and/or defaults in compliance thereof and to keep the Owner and the Promoter saved harmless and indemnified for all losses claims and demands which the Owner and/or the Promoter may suffer or be put to by reason of any breach or alleged breach of this covenant.
- 3.6 The Purchaser shall make regular payments for consumption of electricity, water and other services and/or utilities supplied to or obtained for the Apartment and/or the Project and to keep the Promoter saved harmless and indemnified in this regard. In the event there are any amounts outstanding with respect to water and electricity or any other utilities or facilities or services consumed or availed for the Apartment and/or the Project, the Purchaser shall be liable to make payments for the same to the concerned authority.

- 3.7 The Purchaser shall not use or allow the Apartment for any illegal or immoral purposes or for any noisy or offensive trade or business.
- 3.8 The Purchaser shall not amalgamate, sub-divide or partition the Apartment or any part thereof with any other apartment or apartments within the Project.
- 3.9 The Purchaser shall not bring in or store or allow to be brought in or stored in the Apartment or the Project or the said Premises or any part thereof, any hazardous, inflammable, combustible or explosive substance or any hide, skin or other articles likely to injure or damage the Apartment and/or the other structures constructed on the said Premises and not do or allow to be done on the building anything that may deteriorate the value of the building or the Apartment or the Project or injure the same in anyway, except in accordance with law
- 3.10 The Purchaser shall pay wholly in respect of the Apartment and proportionately in respect of the Common Areas the Maintenance Charges as mentioned in Schedule E hereto, electricity charges, DG Back Up Charges, Reticulated Gas Consumption Charges and all levies, duties, charges, surcharges, rates, taxes and outgoings including GST, betterment and/or development charges under any statute, rule or regulation, electricity charges. The Maintenance Charges that may be and/or become payable at any time (including enhancements thereto and/or new imposition) relating to the construction, transfer, ownership and/or maintenance of the Apartment and/or relating to this Deed shall be paid by the Purchaser without raising any objection thereto, within 15(fifteen) days of demand being made and the Promoter shall not be liable for the same under any circumstance;
- 3.11 The Purchaser shall get the said Apartment mutated in his/her name and/or separately assessed by the Competent Authority.

- 3.12 The Purchaser shall pay all amounts and deposits that are payable by the Purchaser under this Deed of Conveyance and/or which are the liability of the Purchaser under this Deed of Conveyance even if the same are demanded and/or become payable subsequent to the execution of this Deed of Conveyance.
- 3.13 The Purchaser shall pay all future betterment/development charges etc. relating to the said Apartment and/or the Common Areas.
- 3.14 The Purchaser represents and warrants that it has inspected and understood the Plan and has accepted the floor plan, payment plan and other statements mentioned herein as represented by the Promoter.
- 3.15 The Purchaser shall, after taking possession, be solely responsible to maintain the Apartment at his/her/their/its own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the Apartment, or the staircases, lifts, common passages, corridors, circulation areas, atrium or the Project which may be in violation of any laws or rules of any authority or change or alter or make additions to the Apartment and keep the Apartment, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized.
- 3.16 The Purchaser shall not put any sign-board/name-plate, neon light, publicity material or advertisement material etc. on the face/facade of Building or anywhere on the exterior of the Building comprised in the said Project/said Land. The Purchaser shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design of Building. Further the Purchaser shall not store any hazardous or combustible goods in the Apartment or place any

heavy material in the common passages or staircase of the Building. The Purchaser shall also not remove any wall, including the outer and load bearing wall of the Apartment.

- 3.17 The Purchaser shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the Association and/or Maintenance Agency appointed by the same. The Purchaser shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.
- 3.18 The Purchaser has, inter alia, inspected and verified all the documents as also the Plan of the Apartment and the Project and is satisfied as to the Plan and/or the construction of the Building thereof and the condition and description of all fixtures and fittings installed and/or provided therein and also as to the amenities and facilities appertaining to the Apartment and also to the nature, scope and extent of benefit or interest in the Project and/or the Common Areas.
- 3.19 The Purchaser agrees and undertakes to comply with and honour the mutual easements, common rules and restrictions mentioned in this Deed.

4 PAYMENT OF STAMP DUTY AND OTHER CHARGES

- 4.1 All stamp duty, registration fees and other miscellaneous costs and expenses required to be paid or incurred on account and in respect to this Deed shall be borne and paid by the Purchaser.
- 4.2 The Purchaser further agrees to additionally bear and pay the proportionate amount of the applicable stamp duty, registration fee and other legal charges in relation to the registration of the proposed deeds for the purposes of separately conveying the entire Common Areas to the Association as per the terms of this Deed or the

directions of the competent authority under WBRERA or any other local law, as may be applicable.

- 4.3 The Purchaser shall pay all taxes, charges, levies and impositions payable as owner or occupier of the Apartment and also proportionate share of all taxes, levies and/or impositions if any, of the Common Areas, payable by the Purchaser and this liability shall be perpetual, even if not mentioned anywhere in any future conveyance or instrument of transfer. All prices, rates, fees and charges etc. mentioned in this Deed of Conveyance are exclusive of any applicable taxes, cess, duties, levies etc. (both present and future) imposed by any appropriate authority (ies) which shall be payable separately by the Purchaser.

THE SCHEDULE A PART I

REFERS TO SAID LAND

ALL THAT the piece and parcel of land measuring an area of **5 Cottahs 15 Chittacks 33 Square Feet of land** being portion of CS Dag No 226 under Khaitan No. 146, Mouza Ibrahimpur, JL No 36 in Pargana: Khaspur under Touzi No 239 District South 24 Parganas with existing 58 years old three storied building standing thereon having an area of 1500 sq.ft. more or less in each floor lying situated at premises no 50/2 Sri Ram Thakur Road (Formerly Jadavpur Central Road) Kolkata-700032 within KMC Ward No 96 butted and bounded by:

ON THE NORTH : Premises No. 50D Jadavpur Central Road

ON THE EAST : Premises no 51 Jadavpur Central Road

ON THE SOUTH : Premises no 50/1 Jadavpur Central Road

ON THE WEST : 17 feet wide KMC Road

THE SCHEDULE A PART II

REFERS TO DEVOLUTION OF TITLE

WHEREAS originally Smt Savitri Devi and Sri Prabhudas was thr joint and absolute owners of all that piece and parcel of land measuring 5 cottahs 15 chittaks and 33 sq.ft being CS Dag no 226, under khaitan No. 146 Mouza Ibrahimpur at present known as Jadavpur Old Colony, JL no. 36 in Pargana: Khaspur under Touzi No: 239 being premises no 50/2 Jadavpur Central Road Kolkata- 700032.

AND WHEREAS the said Smt Savitri Devi and Sri Prabhudas had become joint owners of the land described in first schedule mentioned property by virtue of registered deed of conveyance executed in their favour by erstwhile landowner, namely Smt Labonya Prova Sengupta, wife of Hiralal Sengupta for a valuable consideration which is mentioned and is recorded in book no 1 volume no 67 pages 147 to 156 being no 3925 for the year 1950.

AND WHEREAS initially the said Prabhudas had purchased 5 cottahs 15 chittaks and 33 sq.ft mentioned in first schedule herein in the benami of his daughter in law namely Smt Jever Devi, executed a registered Deed of Release in favour of Sri Prabhudas and said deed of release was registered before ADSR

alipore and is recorded in book no 1 volume no 112 pages 148 to 152 being no 6724 for year 1951.

AND WHEREAS after becoming the joint owners the said Smt Devi and Sri Prabhudas started to peacefully occupy at the said 5 cottahs 15 chittaks and 33 sq.ft of land mentioned in the first schedule hereunder written after constructing a one storied building and got their names mutated in the books of then Calcutta Municipal Corporation.

AND WHEREAS due to need of urgent reasons the said Smt Savitri Devi and Sri Prabhudas by virtue of registered indenture sold the said mentioned property in favour of Sri Shudhansu Mohan Bhowmik, Shisir Ranjan Bhowmik, Dr. Dakshina Ranjan Bhowmik and Nikhil Ranjan Bhowmik and said indenture was registered in the office of Sub registrar Alipore sadar and is recorded in book no 1 volume no 59 pages 94 to 101 being no 3211 for the year 1956.

AND WHEREAS after such purchase of aforesaid property the said owners namely Sri Shudhansu Bhowmik and three others constructed two floors upon the existing one storied building on the property at premises no 50/2 Sri Ram Thakur Road Kolkata-700032 (previously known as Jadavpur Central road) police station: Tollygunge within ward no 96 of Kolkata Municipal Corporation.

AND WHEREAS while enjoying the aforesaid property Shisir Ranjan Bhowmik died interstate as bachelor leaving behind his three brothers namely Shudhansu Mohan Bhowmik, Dr. Dakshina Ranjan Bhowmik and Nikhil Ranjan Bhowmik all sons of Radha Madhab Bhowmick and thus on the death of Shishir Ranjan Bhowmick his undivided share in the aforesaid property at premises no 50/2 Sri

Ram Thakur Road Kolkata-700032 (previously known as Jadavpur Central road) police station: Tollygunge devolved his aforesaid three brothers respectively thereby each enjoying undivided one-third share each.

AND WHEREAS Shudhansu Mohan Bhowmik died interstate on 23/10/1998 leaving behind his sons Sri Dipen Bhowmik, Sri Bimal Bhowmik, Sri Subhasish Bhowmik and two daughters Mrs. Geetasree Biswas nee Bhowmik and Smt. Sushmita Ghosh nee Bhowmik as his heirs and legal representatives and thus on the death of said Shudhansu Bhowmik his undivided share in aforesaid property at premises no 50/2 Sri Ram Thakur Road (Previously known as Jadavpur Central Road) Kolkata-700032 Police Station Tollygunge devolved upon his aforesaid sons and daughters each inheriting one fifteenth share each of the estate left by the deceased Shudhansu Bhowmik. Champak Bhowmick, wife of Shudhansu Bhowmick died interstate on 15/05/1993.

AND WHEREAS subsequently Bimal Bhowmick also died interstate on 28/07/2015 leaving behind his wife Madhusree Bhowmick, only son Arnab Bhowmick and only daughter Arpita Bhowmick nee Saba as his heirs and legal representatives and thus on death of said Bimal Bhowmick his undivided share in the aforesaid property at premises 50/2 Sri Ram Thakur Road (Previously known as Jadavpur Central Road) Kolkata-700032 Police Station Tollygunge devolved upon his aforesaid wife, son and daughter each inheriting one forty fifth share each of the estate left by the deceased Bimal Bhowmick.

AND WHEREAS in the circumstances referred above the said **(1) Dipen Bhowmik** son of late Shushansu Mohan Bhowmik by way of inheritance as per Hindu Succession Act became entitled to and inherited undivided one fifteenth share of First Schedule property, **(2) Subhasish Bhowmik**, son of late

Shushansu Mohan Bhowmik by way of inheritance as per Hindu Succession Act became entitled to and inherited undivided one fifteenth share of First Schedule property, **(3) Geetasree Biswas**, wife of Sunil Kumar Biswas and daughter of late Shushansu Mohan Bhowmik by way of inheritance as per Hindu Succession Act became entitled to and inherited undivided one fifteenth share of First Schedule property, **(4) Sushmita Ghosh** wife of Dhiman Ghosh and daughter of late Shushansu Mohan Bhowmik by way of inheritance as per Hindu Succession Act became entitled to and inherited undivided one fifteenth share of First Schedule property, **(5) Madhusree Bhowmik** wife of late Bimal Bhowmick by way of inheritance as per Hindu Succession Act became entitled to and inherited undivided one forty fifth share of first schedule property, **(6) Arnab Bhowmik** son of late Bimal Bhowmick by way of inheritance as per Hindu Succession Act became entitled to and inherited undivided one forty fifth share of first schedule property, **(7) Arpita Bhowmik** nee Saha wife of Nachiketa Saha and daughter of late Bimal Bhowmick by way of inheritance as per Hindu Succession Act became entitled to and inherited undivided one forty fifth share of first schedule property and thus now are the absolute joint owners of all that land and building left by the deceased comprised in the said Municipal Premises no 50/2 Sri Ram Thakur Road (Previously known as Jadavpur Central Road) Kolkata-700032 Police Station: Tollygunge and are at presently enjoying the same free from all encumbrances paying taxes regularly.

AND WHEREAS subsequently while seized and possessed by an indenture of gift dated 14/01/2018 registered before additional district sub registrar at alipore and recorded in book no. 1 being no 07034 for the year 2018, **(1) Geetasree Biswas**, wife of Sunil Kumar Biswas and daughter of late Shushansu Mohan Bhowmik and **(2) Sushmita Ghosh**, wife of Dhiman Ghosh and daughter of late Shushansu Mohan Bhowmik both jointly as **Donors** out of their love and affection transferred and conveyed all their inherited undivided two fifteenth share of first schedule property in favour of **(1) Dipen Bhowmik**, son of late

Shushansu Mohan Bhowmik, **(2) Subhasish Bhowmik**, son of late Shushansu Mohan Bhowmik, **(3) Madhusree Bhowmik**, wife of Late Bimal Bhowmick, **(4) Arnab Bhowmick**, son of Late Bimal Bhowmick and **(5) Arpita Bhowmick** nee Saha wife of Nachiketa Saha and daughter of late Bimal Bhowmick, all jointly mentioned therein as **Donees** absolutely forever.

AND WHEREAS said Dakshina Ranjan Bhowmick also died interstate leaving behind his three daughters namely Tapasi Choudhury wife of Srikumar Choudhury, Bharti Pramanick wife of Surajit Kumar Pramanick and Tapati Bhowmick daughter of late Dakshina Ranjan Bhowmick as his heirs and legal representatives and thus on death of said Dakshina Ranjan Bhowmick his undivided share in the aforesaid property at premises 50/2 Sri Ram Thakur Road (Previously known as Jadavpur Central Road) Kolkata-700032 Police Station Tollygunge devolved upon his aforesaid sons and daughter each inheriting one nineteenth share of the first scheduled property. His wife Nirupama Bhowmick also died interstate on 24/02/2018.

AND WHEREAS said Nikhil Ranjan Bhowmick who was a hindu governed by Dayabhaga or Bengal School of Hindu Law died interstate leaving behind his son namely Partha Bhowmick and two daughters namely Srabani Ray wife of Malay Krishna Ray and Indrani Sarkar wife of Deepak Kumar Sarkar as his only heirs and legal representatives and thus on death of said Nikhil Ranjan Bhowmick his undivided one third share in aforesaid property at premises 50/2 Sri Ram Thakur Road (Previously known as Jadavpur Central Road) Kolkata-700032 Police Station Tollygunge devolved upon his aforesaid son and daughters each inheriting undivided one ninth share of first schedule property. Kalpana Bhowmick wife of Late Nikhil Ranjan Bhowmick died interstate on 27/05/1996.

AND WHEREAS on 16/05/2008 said Indrani Sarkar who was a hindu governed by Dayabhaga or Bengal School of Hindu Law died interstate leaving behind her husband namely Deepak Kumar Sarkar son of late Ramendra Prasad Sarkar, one son Indresh Sarkar and one daughter Disha Sarkar nee Talukdar wife of Bivek Ranjan Talukdar as her only heirs and legal representatives and thus on death of said Nikhil Indrani Sarkar her undivided share in aforesaid property at premises 50/2 Sri Ram Thakur Road (Previously known as Jadavpur Central Road) Kolkata-700032 Police Station Tollygunge devolved upon his aforesaid husband, son and daughter in equal share that is one twenty seventh each.

AND WHEREAS subsequently on 21/02/2018 said Deepak Kumar Sarkar, Indresh Sarkar and Disha Sarkar nee Talukdar all jointly as donors gifted, transferred and conveyed their inherited undivided one twenty seventh share of said property in favour of Partha Bhowmick and Sunetri Bhowmick wife of Partha Bhowmick as more fully and particularly described in schedule 'B' of the said gift deed of said property at premises no. 50/2 Sri Ram Thakur Road (Previously known as Jadavpur Central Road) Kolkata-700032 Police Station Tollygunge and simultaneously delivered possession of aforesaid undivided share of property to the donees of said deed. The said deed was registered in office of Additional District Sub Registrar at Alipore and recorded in Book no 1 volume no 1650-2018 pages 61114 to 61141 and being no 160501706 for the year 2018.

AND WHEREAS while seized and possessed of by an indenture of gift of even dated registered before Additional District Sub Registrar at Alipore and recorded in book no 1 being no 07034 for the year 2018, said Srabani Ray wife of Malay Krishna Ray as donor out of her love and affection transferred and conveyed all that inherited undivided one ninth share of first schedule in favour of her brother

Partha Bhowmick son of late Nikhil Ranjan Bhowmick mentioned therein as done absolutely and forever.

AND WHEREAS thus in the circumstances referred to above, **Dipen Bhowmik, Madhusree Bhowmik, Arnab Bhowmik, Arpita Bhowmik nee Saha, Subhasish Bhowmik** jointly became entitled to undivided one third share of property and **Tapasi Choudhury, Bharati Pramanik, Tapati Bhowmick** jointly became entitled to undivided one third share of property **Partha Bhowmick and Sunetri Bhowmick** jointly became entitled to undivided one third share of the property by way of inheritance as per Hindu Succession Act became entitled to and are now the absolute joint owners of all that land and building left by the deceased comprised in the said premises no. 50/2 Sri Ram Thakur Road (Previously known as Jadavpur Central Road) Kolkata-700032 Police Station Tollygunge, at present within the Kolkata municipal corporation ward no 96 and are at present jointly enjoying the same free from all encumbrances but subject to occupation of tenant occupying part and portion of said premises.

AND WHEREAS the owners herein above represented to the developer of their intention to develop all that said **5 cottahs 15 chittaks and 33 sq.ft** of land more or less within building as standing thereon situate lying at and being municipal premises no 50/2 Sri Ram Thakur Road (Previously known as Jadavpur Central Road) Kolkata-700032 Police Station Tollygunge through developer herein but subject to amicable settlement of existing tenant by developer herein. It is further clarified that the owners shall empower the developer to demolish the old structure and developer shall prepare a new building plan by its architect at its own cost and expenses on aforesaid land of entire premises and shall submit the same before The Kolkata Municipal Corporation for sanction in the name of present owner and the title of owner is

free, clear, marketable and free from all encumbrances save and except as aforesaid

AND WHEREAS relying on the aforesaid representation of the owners herein and being satisfied with the title of the property, the developer after amicable settlement with the existing tenant agreed to develop all that said 5 cottahs 15 chittaks and 33 sq.ft of land more or less with a building as standing thereon situate lying at municipal premises no 50/2 Sri Ram Thakur Road (Previously known as Jadavpur Central Road) Kolkata-700032 Police Station Tollygunge on terms and conditions as contained hereinafter.

AND WHEREAS on 22nd February 2021, Owner and the Developer jointly have entered in to an agreement for development on the terms and conditions as stated therein. The said development was registered in the office of Additional District Sub Registrar at Alipore recorded in Book no 1, Volume No 1605-2021, Pages: 35701 to 35783, Being no 160500755 for the year 2021.

AND WHEREAS subsequently a development power was also executed in favour of the Developer herein. Power of attorney dated 3rd March 2021 registered in the office of Additional District Sub Registrar at Alipore recorded in Book no 1, Volume No 1605-2021, Pages: 42300 to 42356 , Being no 160500873 for the year 2021.

THE SCHEDULE B REFERS

TO SAID APARTMENT

ALL THAT the said ____ self-contained Residential Flat, admeasuring _____ square feet, more or less Carpet Area _____ square feet, more or less Balcony Area and _____ square feet, more or less Open Terrace Area cumulatively admeasuring an area of _____ square feet, more or less. More fully reflected and attached in the plan attached herewith marked with green borders.

ALL THAT ____ no. Covered/Closed/Garage Parking admeasuring _____ square feet, more or less attached in the plan attached herewith marked with green borders.

THE SCHEDULE C REFERS

SPECIFICATION

- **FLOOR OF ROOMS:** 2'X2' size Vitrified tiles (Kajaria/ Sunbrand/ Johnson or equivalent make)
- **FLOOR OF KITCHEN:** Anti skid tiles/ vitrified tiles (as above make) with granite top and stainless steel sink of nirali or equivalent make.
- **FLOOR OF LIVING/ DINING:** Vitrified Tiles (Make: Same as above)
- **FLOOR OF TOILETS:** Anti skid tiles (Make: Same as above)
- **TOILET WALLS:** Tiles upto 7' or door height (Kajaria or equivalent make)
- **PAINTING AND FINISHING:**
For Internal face of walls: Super white or sunbrand etc, Plaste of paris
For Exterior walls: Weather Coat or equivalent (Asian Paints/ Berger/ Nerolac or equivalent make)
For Boundary Walls: Weather Coat.
- **DOOR:** 32mm flush door, 32mm teak ply main door with polish.

- **DOORFRAME:** Sal wood
- **WINDOW:** Anodized aluminium with grill square bar.
- **ELECTRICAL FITTINGS:** copper wire of finolex or equivalent make, modular (crabtree/ havells/ Anchor or equivalent make)
- **SANITARY FITTINGS IN TOILETS:** White colour neycer/ cera/ porceline/ hindware or equivalent make. Tap, bibcock, pillar cock etc of Essco with commode shower. Tata/ Medium GI hot and cold in all toilets.
- **STAIRCASE:** Fully marbled/ kota stone/ marble with grills and wooden top/ balustrade with polish. Ground floor will be citu crazy mosaic.
- **LOBBY:** Designed marble.
- **ROOF TREATMENT:** Roof tile with treatment of under budding.
- **WATER SUPPLY:** Adequate KMC supply will be provided.
- **PUMPS AND MOTORS:** Adequate capacity and reputed make with connection with overhead and underground reservoir.
- **MAIN GATES OF NEW BUILDING:** MS Flat/ sheet/ square bars
- **LIFT:** Reputed make for 4 passengers.
- **OVERHEAD RESORVOIR:** PCC/ RCC
- **UNDERGROUND RESORVOIR:** Concrete and plastered with chemical treatment.
- **COMMON AREA:** Crazy marble mosaic.

THE SCHEDULE D REFERS
TO COMMON AREAS

- a. Lobbies, staircases and landings of the building.
- b. Stair head room
- c. Lift machine room, chute and lift well of the Said building.

- d. Common installations on the roof above the top floor of the Said building.
- e. Common staff toilet in the ground floor of the Said building.
- f. Overhead water tank, water pipes and sewerage pipes of the Said
- g. Block (save those inside any Unit or attributable thereto).
- h. Drains, sewerage pits and pipes within the Said Block (save those inside any Unit or attributable thereto).
- i. Electrical Installations including wiring and accessories (save those inside any Unit or attributable thereto) for receiving electricity from Electricity Supply Agency to all the Units in the Said Block and Common Portions within or attributable to the Said building.
- j. Lift and lift machinery of the Said building.
- k. Other areas and/or installations and/or equipment's as are provided in the Said building for common use and enjoyment.
- l. Centralized water supply system for supply of water in common to the building.
- m. Main sewer, drainage and sewerage pits and evacuation pipes in Said building.
- n. Pumps and motors for water supply system for both building and Common Portions.
- o. Wiring and accessories for lighting of Common Portions of the Said building.
- p. Lighting arrangement for lighting of common Portions of the Said building.
- q. The ultimate roof of the building.

IN WITNESS WHEREOF the **PARTIES** hereto set and subscribed their respective hands and seal on the day, month and year first above written.

SIGNED, SEALED & DELIVERED

in presence of :

WITNESSES :

1.

As Constituted Attorney of Owner

2.

SIGNATURE OF THE OWNER

**Signature of the
DEVELOPER**

Signature of the PURCHASER

MEMO OF CONSIDERATION

RECEIVED from within-named Allottee/s the Within-mentioned sum of **Rs. _____/-** on account of full amount of the Consideration Money by several cheques/Electronic fund transfer of different dates Drawn in favour of the **DEVELOPER ... Rs. _____/-**

(Rupees -----only).

WITNESSES:-

1.

2.

Signature of DEVELOPER

