

DEED OF CONVEYANCE

THIS DEED OF CONVEYANCE is made on this day of
....., Two Thousand Twenty Three (2023).

B E T W E E N

1)M/S. BETOP HOUSING DEVELOPERS PRIVATE LIMITED (Pan No.AAFCB3007J) a Private Limited Company registered under Indian Companies Act. having its Principal Place of Business at 262, Pulin Avenue, Malancha, Police Station Dum Dum, Kolkata – 700 081, being represented by its Director **SRI RATNANKUR SENGUPTA, (Pan No.ARFPS7328P)** son of Late Ratan Sengupta, by faith Hindu, by Nationality Indian, by Occupation – Business, residing at 422, Motilal Colony, Kolkata – 700 081, P.O. Rajbari, P.S. Dum Dum, Kolkata – 700 081, AND **2) SMT. LAKSHMI SARKAR, (Pan No.ENWPS1362A)** wife of Sri Swapan Kumar Sarkar, by faith Hindu, by Nationality Indian, by Occupation Housewife, **3)SMT. MOUMITA SARKAR MAJUMDER,(Alias SMT. MOUMITA SARKAR) Pan No.ENWPS1071N,** daughter of Sri Swapan Kumar Sarkar, by faith Hindu, by Nationality Indian, by Occupation Service, both residing at 25, Vivekananda Sarani, P.O. Italgacha, P.S. Dum Dum, Kolkata – 700079 **4) SRI SANJOY SAHA, (Pan No.AVQPS9742J)** son of Late Bimal Prasad Saha, by faith Hindu, by Nationality-Indian, by Occupation-Business, **5)SMT. SOMA SAHA, (Pan No.CELPS5839A)** wife of Sri Sanjoy Saha, by faith Hindu, by Nationality Indian, by Occupation Business, both residing at 2 No. Motilal Colony, P.S. Dum Dum, Kolkata – 700081, District North 24-Parganas, **6) SMT ARATI DAS, (Pan No.CMWPDI072M)** wife of Late Santi Ranjan Das, by faith Hindu, by Nationality Indian, by occupation – Housewife, **7) SRI SAMIR RANJAN DAS,(Pan No.ADBPD6909P)** son of Late Santi Ranjan Das, by faith Hindu, by Nationality Indian, by occupation – Service, **8) SMT. RUBI DAS, (Pan No.CMWPDI073L)** daughter of Late Santi Ranjan Das, by faith Hindu, by Nationality Indian, by occupation – Service, **9) SMT. SUKLA LODH,(Pan No.AMFPL1534R)** wife of Late Panchu Lodh, by faith Hindu, by Nationality Indian, by occupation – Housewife, **10) SMT. PINKU DAS, (Pan No.APJPD8307D)** daughter of Late Santi Ranjan Das, by faith Hindu, by Nationality Indian, by occupation – Self Employed, all residing at 25/2, Pulin Avenue, P.O. Rajbari Colony, P.S. Airport, Kolkata - 700081, in the District 24 Parganas(North), **11)“M/S. NEW HORIZON” (Pan No.AAFCB3007J),** a registered partnership firm having its office at 466A, P.K. Guha Road, Kolkata –700028, P.O. Dum Dum, P.S. Dum Dum, being represented by its sole partners namely **a)SRI ASHIM MALAKAR,** son of Late Suklal Malakar, by faith Hindu, by occupation Business, Pan No.ANEPM7282K, residing at 2 ½ Airport Gate, Motilal Colony, P.O. Rajbari, P.S. Dum Dum, Kolkata – 700081, **b) SRI RATNANKUR SENGUPTA,** son of Late Ratan Sengupta, by faith - Hindu, by Nationality – Indian, by Occupation – Business, Pan No. ARFPS7328P, residing at 422, 2No. Motilal Colony, P.O. Rajbari, P.S. Dum Dum, Kolkata -700081, **c) SRI AJIT DAS,** son of Sri Rabindra Chandra Das, by faith -Hindu, by occupation -Business, Pan No.AFYPD3524M, residing at 466A, P.K. Guha Road, P.S. & P.O. Dum Dum, Kolkata- 700028,**d) SRIRANOJ RAY CHAUDHURI,** son of Late Amrita Lal Ray Chaudhuri, by faith Hindu, by occupation -Business, Pan No. AFNPR3845N, residing at 78, Kabi Mukunda Das Road, P.S. Dum Dum, P.O. Rabindra Nagar,

Kolkata-700065, **12) SRI CHIRADIP PAUL**, son of Late Chinmoy Paul, by faith – Hindu, by occupation – Business, Pan No.ASHPP5807H, at present residing at 25/3, Pulin Avenue, P.O. Rajbari Colony, Police Station – Dum Dum, Kolkata - 700081, **13) SRI JOYDEEP PAUL**, son of Late Chinmoy Paul, by faith – Hindu, by occupation – Business, Pan No.BAXPP9028B, at present residing at 25/3, Pulin Avenue, P.O. Rajbari Colony, Police Station – Dum Dum, Kolkata – 700081, Hereinafter jointly called the “**VENDORS/OWNERS**” (Which term of expression shall unless otherwise excluded by or repugnant to the context or subject be deemed to mean and include their respective heirs, executors, administrators, and legal representatives) of the **FIRST PARTY**.

The Vendor Nos. 2 to 5 herein represented by their Constituted Attorneys **SRI RATNANKUR SENGUPTA, (Pan No.ARFPS7328P)** son of Late Ratan Sengupta, by faith Hindu, by occupation Business, by Nationality Indian, residing at 422, 2 ½ No. Motilal Colony, Kolkata – 700081, P.O. Rajbari, P.S. Dum Dum, under a registered Power of Attorney dated 22.02.2013 and duly registered in the Office of the Additional District Sub-Registered Cossipore Dum Dum, and recorded therein in Book No.IV, C.D. Volume No.1, Pages from 2974 to 2986, Being No.00281, for the year 2013.

The Vendor Nos. 6 to 10 herein represented by their Constituted Attorneys “**M/S. BETOP HOUSING DEVELOPERS PRIVATE LIMITED**” a Private Limited Company registered under Indian Companies Act. having its Principal Place of Business at 262, Pulin Avenue, Malancha, Police Station Dum Dum, Kolkata – 700 081, being represented by its Director **SRI RATNANKUR SENGUPTA** son of Late Ratan Sengupta, by faith Hindu, by Nationality Indian, by Occupation – Business, residing at 422, 2½ No. Motilal Colony, Kolkata – 700 081, P.O. Rajbari, P.S. Dum Dum, Kolkata – 700 081, under a registered Power of Attorney dated 21.12.2017 and duly registered in the Office of the Additional District Sub-Registered Cossipore Dum Dum, and recorded therein in Book No. I, Volume Number 1506-2017, Pages from 346471 to 346496, Being No.150610459, for the year 2017.

The Vendor No.11 herein represented by its Constituted Attorneys “**M/S.BETOP HOUSING DEVELOPERS PRIVATE LIMITED**” a Private Limited Company registered under Indian Companies Act. having its Principal Place of Business at 262, Pulin Avenue, Malancha, Police Station Dum Dum, Kolkata – 700 081, being represented by its Director **SRI RATNANKUR SENGUPTA**, son of Late Ratan Sengupta, by faith Hindu, by Nationality Indian, by Occupation – Business, residing at 422, 2½ No. Motilal Colony, Kolkata – 700 081, P.O. Rajbari, P.S. Dum Dum, Kolkata – 700 081, under a registered Power of Attorney dated 17.09.2019 and duly registered in the Office of the Additional District Sub-Registered Cossipore Dum Dum, and recorded therein in Book No. I, Volume Number 1506-2019, Pages from 407677 to 407700, Being No.150608422, for the year 2019;

The Vendor Nos. 12 to 13 herein represented by their Constituted Attorneys “**M/S. BETOP HOUSING DEVELOPERS PRIVATE LIMITED**” a Private Limited Company registered under Indian Companies Act. having its Principal Place of Business at 262, Pulin Avenue, Malancha, Police Station Dum Dum, Kolkata – 700 081, being represented by its Director **SRI RATNANKUR SENGUPTA**, son of Late Ratan Sengupta, by faith Hindu, by Nationality Indian, by Occupation – Business, residing at 422, 2½ No. Motilal Colony, Kolkata – 700 081, P.O. Rajbari, P.S. Dum Dum, Kolkata – 700 081, under a registered Power of Attorney dated 13.09.2019 and duly registered in the Office of the Additional District Sub-Registered Cossipore Dum Dum, and recorded therein in Book No. I, Volume Number 1506-2019, Pages from 402610 to 402630, Being No.150608332, for the year 2019.

- AND -

M/S. BETOP HOUSING DEVELOPERS PRIVATE LIMITED, (Pan No.AAFCB3007J) a Private Limited Company registered under Indian Companies Act. having its Principal Place of Business at 262, Pulin Avenue, Malancha, Police Station Dum Dum, Kolkata – 700 081, being represented by its Director **SRI RATNANKUR SENGUPTA**, son of Late Ratan Sengupta, by faith-Hindu, by Nationality-Indian, by Occupation–Business, Pan No.ARFPS7328P, residing at 422, 2½ No. Gate Motilal Colony, P.O. Rajbari, P.S. Dum Dum, Kolkata – 700081, Hereinafter called the “**PROMOTER/DEVELOPER**” (which term or expression shall unless otherwise excluded by or repugnant to the context or subject be deemed to mean and include its successor or successors legal representative and assigns) of the **SECOND PARTY**.

- AND -

1) **SMT.**), wife of, by faith Hindu, by Nationality- India, by occupation- Service, Pan No., 2)**SRI**, (PAN) son of, by faith -Hindu, by Nationality- India, by occupation-, both are residing at, Hereinafter Jointly called and referred to as the ‘**PURCHASERS**’ (which term and expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their heirs, executors, administrators, successors, successors-in-interests, representatives, nominee/s and assigns) of the **SECOND PART**.

WHEREAS:

1. In this Deed unless it be contrary or repugnant to the context, term or expression.
- 1A. **'BUILDING'** shall mean and include the multistoried building being constructed and/or erected at Premises No. **262, Pulin Avenue, Kolkata-700081**, in the District 24 Parganas (North), under Dum Dum Municipality as per the sanctioned plan.
- 1B. **'COMMON AREAS AND FACILITIES'** shall mean and include areas as described in the schedule 'D' hereunder written.
- 1C. **'COMMON EXPENSES'** shall mean and include where any expenses or costs are mentioned to be borne or paid proportionately by the "Purchasers" then the portion of the whole amount payable by the Purchasers shall be in proportion to the area of the respective flats/rooms/office spaces/shop rooms of the several Purchasers respectively which will include the proportionate area of the total common areas for the time being constructed in the said promises.
- 1D. **'COMMON PURPOSES'** shall mean and include the purpose of maintaining the said premises and in particular the common areas as also meeting of the common expenses and mailer relating to mutual rights and obligations of the Purchasers and the common use and enjoyment thereof.
- 1E. **FIAT, OFFICE AND CAR PARKING SPACES** shall mean and include the flats/ rooms/ office spaces/shop rooms.
- 1F. **'HOLDING ORGANIZATION/ ASSOCIATION'** shall mean and include any Association, Syndicate, Limited Company or Co-operative or registered society that may be nominated or formed by the vendor/ developer/Purchasers for the common purposes.
- 1G. **'PREMISES'** shall mean and include Premises No. **262, Pulin Avenue, Kolkata-700081**, in the District 24 Parganas (North), under Dum Dum Municipality.
- 1H. **'PURCHASERS'** shall mean and include the Purchasers of the flat/garage/office and shop with proportionate, variable, impartible, undivided share in the land namely **262, Pulin Avenue,**

Kolkata-700081, in the District 24 Parganas (North), under Dum Dum Municipality more fully described in schedule 'A' hereinafter written and common areas and facilities comprised in the said premises and described schedule hereinafter written.

2. '**ROOF**' shall mean and include roof and terrace of the building comprised in the said premises.

WHEREAS One Narendra Nath Bandyopadhyay purchased a plot of land measuring about 2 Bigha 6 Cottahs 9 Chittacks more or less at present physical measurement of the land 37 Cottahs 12 Chittacks lying and situated at Mouza –Sultanpur, P.S. Dum Dum, Dag No. 2064, 2065, 2069, Khatian No.663, 865, 255 under Dum Dum Municipality, in the District 24 Parganas by virtue of registered Deed of Conveyance dated 29th October 1954 which was duly registered at the office of Sub Registrar Cossipore Dum Dum, recorded in Book No.1, Volume No.79, Pages 83 to 86, Being No. 5840 for the year 1954 from Sri Mohini Mohan Bandyopadhyay .

AND WHEREAS said Narendra Nath Bandyopadhyay died intestate on 22.01.1987 leaving behind him surviving his wife Smt. Sudha Rani Bandyopadhyay, five sons namely Sri Plaban Kumar Bandyopadhyay, Sri Pratik Banerjee, Sri Probal Kumar Banerjee, Sri Prabir Kumar Banerjee, Sri Prolay Kumar Banerjee and three daughters Smt. Sukla Mukherjee, Smt. Swati Chatterjee and Smt. Krishna Ganguly as his only legal heirs and successors to inherit the property left by him.

AND WHEREAS thereafter said Smt. Sudha Rani Bandyopadhyay died intestate on 04.06.2011 leaving behind her five sons namely Sri Plaban Kumar Bandyopadhyay, Sri Pratik Banerjee, Sri Probal Kumar Banerjee, Sri Prabir Kumar Banerjee, Sri Prolay Kumar Banerjee and three daughters Smt. Sukla Mukherjee, Smt. Swati Chatterjee and Smt. Krishna Ganguly as her only legal heirs and successors to inherit the property left by her.

AND WHEREAS the said Sri Plaban Kumar Bandyopadhyay, Pratik Banerjee, Probal Kumar Banerjee, Prabir Kumar Banerjee, Prolay Kumar Banerjee, Smt. Sukla Mukherjee, Smt. Swati Chatterjee and Krishna Ganguly jointly became the owners of 2 Bigha 6 Cottahs 9 Chittacks more or less at present physical measurement of the land 37 Cottahs 12 Chittacks lying and situated at Mouza –Sultanpur, P.S. Dum Dum, Dag No. 2064, 2065, 2069, Khatian No. 663, 865, 255 under Dum Dum Municipality, at Holding No. 262, Pulin Avenue, Kolkata-700081, in the District 24 Parganas (North).

AND WHEREAS the said Sri Plaban Kumar Bandyopadhyay, Pratik Banerjee, Probal Kumar Banerjee, Prabir Kumar Banerjee, Prolay Kumar Banerjee, Smt. Sukla Mukherjee, Smt. Swati Chatterjee and Krishna Ganguly herein are seized and possessed of or otherwise well and sufficiently

entitled to ALL THAT piece and parcel of undivided **1/8th share of total** land measuring about 2 Bigha 6 Cottahs 9 Chittacks more or less at present physical measurement of the land 37 Cottahs 12 Chittacks together with structure measuring about 800 Sq. ft. more or less **i.e. land measuring about 4 Cottahs 11 Chittacks 22 ½ Sq. ft. more or less** together with structure measuring about 100 Sq. ft. more or less lying and situated at Mouza –Sultanpur, P.S. Dum Dum, Dag No. 2064, 2065, 2069, Khatian No. 663, 865, 255 under Dum Dum Municipality, at Holding No. 262, Pulin Avenue, Kolkata–700081, in the District 24 Parganas (North), morefully and particularly described in the Schedule hereunder written and hereinafter called the said property.

AND WHEREAS the Sri Plaban Kumar Bandyopadhyay is seized possessed of and sufficiently entitled to all that piece and parcel of undivided land measuring about **4 Cottahs 11 Chittacks 22 ½ Sq. ft. more or less** together with structure measuring about 100 Sq. ft. more or less be the same a little more or less lying and situated at Mouza –Sultanpur, P.S. Dum Dum, Dag No. 2064, 2065, 2069, Khatian No. 663, 865, 255 under Dum Dum Municipality, at **Holding No. 262, Pulin Avenue, Kolkata–700081**, in the District 24 Parganas (North), under Dum Dum Municipality, Ward No 04, and by way of through a registered Deed of Conveyance which was executed and registered on 22nd. Day of February 2013 sold and transferred to **M/S. BETOP HOUSING DEVELOPERS PRIVATE LIMITED** and the same was copied in Book No. I, CD Volume No. 4, Pages from 8911 to 8928, Being No. 01801 for the year 2013 at Additional District Sub-Registrar of Cossipore Dum Dum, West Bengal by mutating his name and by paying taxes and revenues to the competent authority.

AND WHEREAS the Sri Pratik Banerjee is seized possessed of and sufficiently entitled to all that piece and parcel of undivided land measuring about **4 Cottahs 11 Chittacks 22 ½ Sq. ft. more or less** together with structure measuring about 100 Sq. ft. more or less be the same a little more or less lying and situated at Mouza –Sultanpur, P.S. Dum Dum, Dag No.2064, 2065, 2069, Khatian No.663, 865, 255 under Dum Dum Municipality, at **Holding No.262, Pulin Avenue, Kolkata–700081**, in the District 24 Parganas (North), under Dum Dum Municipality, Ward No 04, and by way of through a registered Deed of Conveyance which was executed and registered on 22nd. Day of February 2013 sold and transferred to **M/S. BETOP HOUSING DEVELOPERS PRIVATE LIMITED** and the same was copied in Book No. I, CD Volume No. 4, Pages from 9000 to 9018, Being No. 01807 for the year 2013 at Additional District Sub-Registrar of Cossipore Dum Dum, West Bengal by mutating his name and by paying taxes and revenues to the competent authority.

AND WHEREAS the Sri Probal Kumar Banerjee is seized possessed of and sufficiently entitled to all that piece and parcel of undivided land measuring about **4 Cottahs 11 Chittacks 22 ½ Sq. ft. more or less** together with structure measuring about 100 Sq. ft. more or less be the same a little more or less lying and situated at Mouza –Sultanpur, P.S. Dum Dum, Dag No. 2064, 2065, 2069, Khatian No. 663, 865, 255 under Dum Dum Municipality, at **Holding No. 262, Pulin Avenue,**

Kolkata-700081, in the District 24 Parganas (North), under Dum Dum Municipality, Ward No 04, and by way of through a registered Deed of Conveyance which was executed and registered on 22nd. Day of February 2013 sold and transferred to **M/S. BETOP HOUSING DEVELOPERS PRIVATE LIMITED** and the same was copied in Book No. I, CD Volume No. 4, Pages from 8929 to 8946, Being No. 01803 for the year 2013 at Additional District Sub-Registrar of Cossipore Dum Dum, West Bengal by mutating his name and by paying taxes and revenues to the competent authority.

AND WHEREAS the Sri Prabir Kumar Banerjee is seized possessed of and sufficiently entitled to all that piece and parcel of undivided land measuring about **4 Cottahs 11 Chittacks 22 ½ Sq. ft. more or less** together with structure measuring about 100 Sq. ft. more or less be the same a little more or less lying and situated at Mouza –Sultanpur, P.S. Dum Dum, Dag No. 2064, 2065, 2069, Khatian No. 663, 865, 255 under Dum Dum Municipality, at **Holding No. 262, Pulin Avenue, Kolkata-700081**, in the District 24 Parganas (North), under Dum Dum Municipality, Ward No 04, and by way of through a registered Deed of Conveyance which was executed and registered on 22nd. Day of February 2013 sold and transferred to **M/S. BETOP HOUSING DEVELOPERS PRIVATE LIMITED** and the same was copied in Book No. I, CD Volume No. 4, Pages from 8965 to 8981, Being No. 01805 for the year 2013 at Additional District Sub-Registrar of Cossipore Dum Dum, West Bengal by mutating his name and by paying taxes and revenues to the competent authority.

AND WHEREAS the Sri Prolay Kumar Banerjee is seized possessed of and sufficiently entitled to all that piece and parcel of undivided land measuring about **4 Cottahs 11 Chittacks 22 ½ Sq. ft. more or less** together with structure measuring about 100 Sq. ft. more or less be the same a little more or less lying and situated at Mouza –Sultanpur, P.S. Dum Dum, Dag No. 2064, 2065, 2069, Khatian No. 663, 865, 255 under Dum Dum Municipality, at **Holding No. 262, Pulin Avenue, Kolkata-700081**, in the District 24 Parganas (North), under Dum Dum Municipality, Ward No 04, and by way of through a registered Deed of Conveyance which was executed and registered on 22nd. Day of February 2013 sold and transferred to **M/S. BETOP HOUSING DEVELOPERS PRIVATE LIMITED** and the same was copied in Book No. I, CD Volume No. 4, Pages from 9019 to 9036, Being No. 01808 for the year 2013 at Additional District Sub-Registrar of Cossipore Dum Dum, West Bengal by mutating his name and by paying taxes and revenues to the competent authority.

AND WHEREAS the Smt. Sukla Mukherjee is seized possessed of and sufficiently entitled to all that piece and parcel of undivided land measuring about **4 Cottahs 11 Chittacks 22 ½ Sq. ft. more or less** together with structure measuring about 100 Sq. ft. more or less be the same a little more or less lying and situated at Mouza –Sultanpur, P.S. Dum Dum, Dag No. 2064, 2065, 2069, Khatian No. 663, 865, 255 under Dum Dum Municipality, at **Holding No. 262, Pulin Avenue, Kolkata-700081**, in the District 24 Parganas (North), under Dum Dum Municipality, Ward No 04, and by way of through a registered Deed of Conveyance which was executed and registered on 22nd. Day of February 2013

sold and transferred to **M/S. BETOP HOUSING DEVELOPERS PRIVATE LIMITED** and the same was copied in Book No. I, CD Volume No. 4, Pages from 8947 to 8964, Being No. 01804 for the year 2013 at Additional District Sub-Registrar of Cossipore Dum Dum, West Bengal by mutating her name and by paying taxes and revenues to the competent authority.

AND WHEREAS the Smt. Swati Chatterjee is seized possessed of and sufficiently entitled to all that piece and parcel of undivided land measuring about **4 Cottahs 11 Chittacks 22 ½ Sq. ft. more or less** together with structure measuring about 100 Sq. ft. more or less be the same a little more or less lying and situated at Mouza –Sultanpur, P.S. Dum Dum, Dag No. 2064, 2065, 2069, Khatian No.663, 865, 255 under Dum Dum Municipality, at **Holding No.262, Pulin Avenue, Kolkata–700081**, in the District 24 Parganas (North), under Dum Dum Municipality, Ward No 04, and by way of through a registered Deed of Conveyance which was executed and registered on 22nd. Day of February 2013 sold and transferred to **M/S. BETOP HOUSING DEVELOPERS PRIVATE LIMITED** and the same was copied in Book No. I, CD Volume No. 4, Pages from 8982 to 8999, Being No. 01806 for the year 2013 at Additional District Sub-Registrar of Cossipore Dum Dum, West Bengal by mutating her name and by paying taxes and revenues to the competent authority.

AND WHEREAS the Smt. Krishna Ganguly is seized possessed of and sufficiently entitled to all that piece and parcel of undivided land measuring about **4 Cottahs 11 Chittacks 22 ½ Sq. ft. more or less** together with structure measuring about 100 Sq. ft. more or less be the same a little more or less lying and situated at Mouza –Sultanpur, P.S. Dum Dum, Dag No. 2064, 2065, 2069, Khatian No. 663, 865, 255 under Dum Dum Municipality, at **Holding No. 262, Pulin Avenue, Kolkata–700081**, in the District 24 Parganas (North), under Dum Dum Municipality, Ward No 04, and by way of through a registered Deed of Conveyance which was executed and registered on 22nd. Day of February 2013 sold and transferred to **M/S. BETOP HOUSING DEVELOPERS PRIVATE LIMITED** and the same was copied in Book No. I, CD Volume No. 4, Pages from 9037 to 9054, Being No. 01809 for the year 2013 at Additional District Sub-Registrar of Cossipore Dum Dum, West Bengal by mutating her name and by paying taxes and revenues to the competent authority.

AND WHEREAS one Mohini Mohan Bandopadhyay was well and seized and possessed of or otherwise well and sufficiently entitled to, inter – alia, the land measuring about 21 Decimal comprised in Dag No. 2069, Khatian No. 255, at Mouza – Sultanpur, J.L. No. 10, Touzi No. 173, R.S. No. 148, Police Station – Dum Dum, the then was written the area of Sultanpur I Gram Panchayet.

AND WHEREAS by virtue of a registered Deed of Conveyance dated 30.10.1954, the said Mohini Mohan Bandopadhyay out of the said 21 Decimal of land sold, transferred and conveyed, unto and in favour of one Sri Narendra Chandra Bandopadhyay, son of Late Josoda Kumar Bandopadhyay, the land measuring an area of 17 ¾ Decimal comprised in said Dag No. 2069, Khatian No. 255, at Mouza – Sultanpur, J.L. No. 10, Touzi No. 173, R.S. No. 148, Police Station – Dum Dum, in the District of

North-24-Parganas along with some other landed properties which was registered before the Addl. District Sub-Registrar Cossipore, Dum Dum and recorded therein in Book No. I, Volume No. 79, Pages 83 to 86, Being Deed No. 5840 for the year 1954.

AND WHEREAS after said purchase the said Narendra Chandra Bandopadhyay being the absolute owner of the said land by virtue of aforesaid Deed of Conveyance and while seized and possessed thereof and well and sufficiently entitled to the said land after paying of taxes and revenues transferred out of the said land measuring about 02 Cottahs 07 Chittacks 23 Sq.ft. more or less with a R.R. Shed measuring and area 100 Sq.ft. after identified the said land as scheme plot No. 2/B, by way of Gift unto and in favour of his eldest married daughter Smt. Sukla Mukherjee wife of Sri Sambhu Nath Mukherjee, by virtue of a Registered Deed of Gift dated 26.11.1986 which was registered before Addl. District Sub-Registrar office Cossipore, Dum Dum, and recorded therein Book No. I, Volume No. 94, Pages 99 to 106, Being Deed No. 5106 for the year 1986.

AND WHEREAS after having the said land by virtue of the aforesaid Deed of Gift Smt. Sukla Mukherjee was seized and possessed thereof by mutating her name in the Record of Dum Dum Municipality being **Holding No. 261/1, Pulin Avenue, Kolkata – 700081** and premises No. 25/4, Pulin Avenue, Kolkata – 700081 and by payment of taxes and was well and sufficiently seized and possessed thereof as absolute owner.

AND WHEREAS by a Deed of Conveyance dated 27.06.2008 registered at the office of the Addl. District Sub-Registrar Cossipore, Dum Dum, copied in Book No. I, Being No. 7435 for the year 2008 Smt. Sukla Mukherjee, described therein as the Vendor, sold, transferred and conveyed to Sri Pran Sankar Sutradhar, ALL THAT piece or parcel of land measuring as area 02 Cottahs 07 Chittacks 23 Sq.ft. more or less together with one R.T. Shed measuring an area 100 Sq.ft. comprised in Dag No. 2069, Khatian No. 255, at Mouza – Sultanpur, being Plot No. 2/B, Holding No.261/1, Pulin Avenue, Kolkata - 700081, Police Station – Dum Dum within the limits of Dum Dum Municipality, in the District of 24-Parganas (North), morefully and particularly described in the Schedule thereunder written.

AND WHEREAS after the said Sri Pran Sankar Sutradhar duly mutated his name in the records of Dum Dum Municipality being Holding No. 261/1, Pulin Avenue, and Kolkata – 700081.

AND WHEREAS Sri Pran Sankar Sutradhar is thus well seized and possessed of or otherwise well and sufficiently entitled to the property measuring an area 02(two) Cottahs 07(Seven) Chittacks 23(Twenty Three) Sq.ft. with one R.T. Shed measuring an area 100 Sq.ft. comprised in Dag No. 2069, Khatian No. 255, at Mouza – Sultanpur, being Plot No. 2/B, Holding No. 261/1, Pulin Avenue, Kolkata – 700081, Police Station – Dum Dum, within the limits of Dum Dum Municipality, in the District of 24-Parganas(North).

AND WHEREAS after having the said land by a Deed of Conveyance dated 23.09.2010 registered at the office of the Addl. Registrar of Assurances-II, Kolkata, West Bengal, copied in Book No. I, CD Volume No. 38, Page from 1061 to 1077, Being No. 11776 for the year 2010 **SRI PRAN SANKAR SUTRADHAR**, described therein as the Vendor, sold, transferred and conveyed to **M/S. RAJ NANDINI CONSTRUCTION**, ALL THAT piece or parcel of land measuring as area 02 Cottahs 07 Chittaks 23 Sq.ft. more or less together with one R.T. Shed measuring an area 100 Sq.ft. comprised in Dag No. 2069, Khatian No. 255, at Mouza – Sultanpur, being Plot No. 2/B, Holding No. 261/1, Pulin Avenue, Kolkata - 700081, Ward No. 04, Police Station – Dum Dum within the limits of Dum Dum Municipality, in the District of 24-Parganas (North), morefully and particularly described in the Schedule thereunder written.

AND WHEREAS after the said **M/S. RAJ NANDINI CONSTRUCTION** duly mutated their name in the records of Dum Dum Municipality being Holding No. 261/1, Pulin Avenue. Kolkata – 700081, Ward No. 04.

AND WHEREAS after having the said land by a Deed of Conveyance dated 22.02.2013 registered at the office of the Additional District Sub-Registrar Cossipore Dum Dum, West Bengal, copied in Book No. I, CD Volume No. 4, Page from 8893 to 8910, Being No. 01791 for the year 2013 **SMT. LAKSHMI SARKAR**, wife of Sri Swapan Kumar Sarkar, by faith Hindu, by Nationality Indian, by Occupation Housewife, **SMT. MOUMITA SARKAR**, daughter of Sri Swapan Kumar Sarkar, by faith Hindu, by Nationality Indian, by Occupation Service, both residing at 25, Vivekananda Sarani, P.O. Italgacha, P.S. Dum Dum, Kolkata – 700079 **SRI SANJOY SAHA**, son of Late Bimal Prasad Saha, by faith Hindu, by Nationality Indian, by Occupation Business, **SMT. SOMA SAHA**, wife of Sri Sanjoy Saha, by faith Hindu, by Nationality Indian, by Occupation Business, all residing at 2 No. Motilal Colony, P.S. Dum Dum, Kolkata – 700081, District North 24-Parganas, ALL THAT piece or parcel of land measuring as area 02 Cottahs 07 Chittaks 23 Sq.ft. more or less together with one R.T. Shed measuring an area 100 Sq.ft. comprised in Dag No. 2069, Khatian No. 255, at Mouza – Sultanpur, being Plot No. 2/B, **Holding No. 261/1, Pulin Avenue, Kolkata - 700081**, Ward No. 04, Police Station – Dum Dum within the limits of Dum Dum Municipality, in the District of 24-Parganas (North), morefully and particularly described in the Schedule thereunder written.

AND WHEREAS after the said **Smt. Lakshmi Sarkar, Smt. Moumita Sarkar, Sri Sanjoy Saha and Smt. Soma Saha** duly mutated their name in the records of Dum Dum Municipality being **Holding No. 261/1, Pulin Avenue. Kolkata – 700081**, Ward No. 04.

AND WHEREAS the above Owners/Vendors are appearing in the record of the Dum Dum Municipality in respect of their respective Holdings having two Separate Holding Nos. that is No. **262, Pulin Avenue, Dum Dum, Kolkata –700081 & 261/1, Pulin Avenue, , Dum Dum, Kolkata –700081.**

AND WHEREAS the Owners/Vendors are willing to amalgamate their properties and to amalgamated the two Holding Nos. in a singular **Holding No. 262, Pulin Avenue, Dum Dum, Kolkata –700081** in the record of the Dum Dum Municipality, both the properties are very much adjacent, more fully and specifically described in the Schedule “A” hereunder written.

AND WHEREAS for the above purpose both the holding shall be joined into a single Holding and the total measurement of the land shall be **40Cottahs 3 Chittacks 23 Sq.ft.**

AND WHEREAS by a registered deed dated 24th. Day of January, 1964, Santi Ranjan Das and Madhab Ch. Das, both S/o. Late Suresh Chandra Das purchased a land from Sri Manmohan Sarkar, S/o. Late Sashi Bhusan Sarkar and Upendra Mohan Singh, S/o. Late Umacharan Singh ALL THAT piece and parcel at land measuring 7.87 Decimal(4 Cottahs 13 Chittacks 16 Sq.ft.) and the said Deed was registered in the office of the Sub-Registry Cossipore, Dum Dum, same was recorded in Book No. – I, Volume No. – 10, Pages 126 to 129 being 2559 in the year 1964.

AND WHEREAS after purchased the aforesaid premises the schedule of property hereunder Santi Ranjan Das and Madhab Ch. Das pay all Khanjana and got receipt from the competent authority.

AND WHEREAS Santi Ranjan Das was died on 24.11.2002 and after died his undivided share has been devolved to his wife Smt. Arati Das and one son Sri Samir Ranjan Das and Three Daughter namely Smt. Rubi Das, Sukla Lodh and Smt. Pinku Das.

AND WHEREAS Madhab Chandra Das also died of 6th. June,2000, after his death his undivided fifty percent share of the land also devolved to his legal heirs.

AND WHEREAS Smt. Arati Das, Sri Samir Ranjan Das, Smt. Rubi Das, Smt. Sukla Lodh and Smt. Pinku Das are the Fifty percent undivided legal owner of this Land and Rest Fifty percent owner is legal heirs of Late Madhab Chandra Das.

AND WHEREAS the said Smt. Arati Das, Sri Samir Ranjan Das, Smt. Rubi Das, Smt. Sukla Lodh and Smt. Pinku Das are the undivided Fifty percent legal owner i.e. became the owners of 4 Cottahs 13 Chittacks 16 Sq.ft. more or less along with one storied building structure thereon lying and situated at Mouza –Sultanpur, J.L. No. 10, R.S. No. 148, Touzi No. 173, Khatian No. 235, Dag No. 2043 & 2091 & 2070, P.S. Dum Dum, under Dum Dum Municipality, Ward No. 04, in the District 24 Parganas, at **Holding No. 260, Pulin Avenue, Kolkata–700081**, in the District 24 Parganas (North), more fully and particularly described in the schedule hereunder written hereinafter called the said property .

AND WHEREAS by a registered Deed of Conveyance dated 24th. Day of January, 1964, Santi Ranjan Das and Madhab Ch. Das, both S/o. Late Suresh Chandra Das purchased a land from Sri Manmohan Sarkar, S/o. Late Sashi Bhusan Sarkar and Upendra Mohan Singh, S/o. Late Umacharan Singh ALL THAT piece and parcel at land measuring 7.87 Decimal(4 Cottahs 13 Chittacks 16 Sq.ft.)

and the said Deed was registered in the office of the Sub-Registry Cossipore, Dum Dum, same was recorded in Book No. – I, Volume No. – 10, Pages 126 to 129 being 259 in the year 1964.

AND WHEREAS after purchased the aforesaid premises the schedule of property hereunder Santi Ranjan Das and Madhab Ch. Das pay all Khanjana and got receipt from the competent authority.

AND WHEREAS Madhab Chandra Das was died on 06.06.2000 and after his dead undivided share has been devolved to his wife Smt. Reba Das was died on 24.05.2007 and one son Sri Prabir Das and Four Daughter namely Smt. Soma Dutta, Smt. Ruma Das, Smt. Srabani Dey(Das) and Smt. Jhuma Debnath.

AND WHEREAS Santi Ranjan Das also died of 24.11.2002, after his death his undivided fifty percent share of the land also devolved to his legal heirs.

AND WHEREAS Sri Prabir Das, Smt. Soma Dutta, Smt. Ruma Das, Smt. Srabani Dey(Das) and Smt. Jhuma Debnath are the Fifty percent undivided legal owner of this Land and Rest Fifty percent owner is legal heirs of Late Santi Ranjan Das.

AND WHEREAS the said Sri Prabir Das, Smt. Soma Dutta, Smt. Ruma Das, Smt. Srabani Dey(Das) and Smt. Jhuma Debnath are the undivided Fifty percent legal owner i.e. became the owners of 2 Cottahs 06 Chittacks 30.5 Sq.ft. along with one storied building structure having its area 100 Sq.ft. more or less out of total land measuring an 4 Cottahs 13 Chittacks 16 Sq.ft. more or less along with one storied building structure having its area 200 Sq.ft. more or less thereon lying and situated at Mouza –Sultanpur, J.L. No. 10, R.S. No. 148, Touzi No. 173, Khatian No. 235, Dag No. 2043 & 2091 & 2070, P.S. Dum Dum, under Dum Dum Municipality, Ward No. 04, in the District 24 Parganas, at **Holding No. 260, Pulin Avenue, Kolkata–700081**, in the District 24 Parganas (North), more fully and particularly described in the schedule hereunder written hereinafter called the said property .

AND WHEREAS after having the said land by a Deed of Conveyance dated 22.02.2019 registered at the office of the Additional District Sub-Registrar, Cossipore Dum Dum, District North 24-Parganas, copied in Book No. I, Volume No. 1506-2019, Page from 388858 to 388892, Being No. 150601478 for the year 2019 Sri Prabir Das, Smt. Soma Dutta, Smt. Ruma Das, Smt. Srabani Dey(Das) and Smt. Jhuma Debnath, described therein as the Vendors, sold, transferred and conveyed to “**M/S. NEW HORIZON**” (Pan No.AAFCB3007J) a registered partnership firm having its office at 466/A, P.K. Guha Road, Kolkata –700028, P.O. Dum Dum, P.S. Dum Dum, being represented by its sole partners namely a) **SRI ASHIM MALAKAR**, son of Late Suklal Malakar, by faith Hindu, by occupation Business, Pan No.ANEPM7282K, residing at 2 ½ Airport Gate, Motilal Colony, P.O. Rajbari, P.S. Dum Dum, Kolkata – 700081, District : North 24-Parganas, West Bengal, b) **SRI RATNANKUR SENGUPTA**, son of Late Ratan Sengupta, by faith - Hindu, by Nationality – Indian, by Occupation – Business, Pan No. ARFPS7328P, residing at 422, 2No. Motilal Colony, P.O. Rajbari, P.S. Dum Dum, Kolkata -700081, District : North 24-Parganas, West Bengal, c) **SRI. AJIT DAS** son of Sri Rabindra

Chandra Das, by faith Hindu, by occupation Business, Pan No AFYPD3524M, residing at 466A, P.K. Guha Road, P.S. & P.O. Dum Dum, Kolkata- 700028, District: North-24-Parganas, West Bengal, **d) SRI. RANOJ RAY CHAUDHURI** son of Late Amrita Lal Ray Chaudhuri, by faith Hindu, by occupation Business, Pan No. AFNPR3845N, residing at 78, Kabi Mukunda Das Road, P.S. Dum Dum, P.O. Rabindra Nagar, Kolkata-700065, District : North 24-Parganas, West Bengal, ALL THAT piece or parcel of undivided Fifty percent legal owner i.e. became the owners of 2 Cottahs 06 Chittacks 30.5 Sq.ft. along with one storied building structure having its area 100 Sq.ft. more or less out of total land measuring an 4 Cottahs 13 Chittacks 16 Sq.ft. more or less along with one storied building structure having its area 200 Sq.ft. more or less, comprised Mouza –Sultanpur, J.L. No. 10, R.S. No. 148, Touzi No. 173, Khatian No. 235, Dag No. 2043 & 2091 & 2070, P.S. Dum Dum, under Dum Dum Municipality, Ward No. 04, in the District 24 Parganas, at **Holding No. 260, Pulin Avenue, Kolkata–700081**, Ward No. 04, Police Station – Dum Dum within the limits of Dum Dum Municipality, in the District of 24-Parganas (North), morefully and particularly described in the Schedule thereunder written.

AND WHEREAS after the said "M/S. NEW HORIZON" duly mutated their name in the records of Dum Dum Municipality being **Holding No. 260, Pulin Avenue. Kolkata – 700081, Ward No.04;**

AND WHEREAS the "M/S. NEW HORIZON" i.e. owners (Fifty percent of the total land) herein being desirous to exploit commercially the said premises by developing the same, approached the Developer/Constructor for making Construction at a building on the said property in consideration as and on the terms and conditions, hereunder appearing and the developer Constructor also for the same.

AND WHEREAS Sri Narendra Chandra Banerjee, Purchased a plot of land measuring about 17 ¼ Decimals of land at Mouza-Sultanpur, containing Dag No. 2069, now Khatian No. 255, from Sri Mohini Mohan Banerjee by virtue of a registered Sale Deed being Dag No. 5840, for the year 1954, copied in Book No. 1, Volume No. 29, pages 83 to 86 and Registered the same at the Sub-Registry office at Cossipore, Dum Dum, on 30.10.1954.

AND WHEREAS Smt. Swati Chatterjee wife of Sri Kallol Chatterjee, acquired a plot of land measuring about 2 Cottahs 7 Chittacks 23 sq.ft. more or less out of the said 17 ¼ Decimals of land of the said plot of land from the said Sri Narendra Chandra Banerjee by virtue of a registered Deed of Gift being Deed No. 5107, copied in Book No. 1, Volume No. 94, Pages 107 to 114 for the year 1986, and registered the same at the Sub-Registry office at Cossipore, Dum Dum, on 26.11.1986.

AND WHEREAS Sri Debi Shankar Roy, Smt. Subarna Roy along with Sri Chiradip Paul and Sri Joydeep Paul the Vendors of these present purchased the said plot of land measuring about 2 Cottahs 7 Chittacks 23 Sq.ft. more or less from said Swati Chatterjee by way of a registered Deed of Sale

being Deed No. 6685, copied in Book No. 1, Volume No. 158, Pages 287 to 296, for the year 1992 and registered the same at the Sub-Registration office of Cossipore, Dum Dum on 28.08.1992.

Thus Sri Debi Shankar Roy, Smt. Subarna Roy along with Sri Chiradip Paul and Sri Joydeep Paul the Vendors of these present become the absolute owners of the said plot of land by way of purchase and made a two storied building thereon and seized and possessed off or otherwise well and sufficiently entitled to the said plot of land with building free from all encumbrances.

AND WHEREAS That the said Debi Shankar Roy (since deceased) executed and published his last Will and Testament dated 18.06.2009 in favour of Owners herein as Joint Executors and the said Will was duly registered in the office of the Additional Registrar of Assurances-III, Kolkata on 18.06.2009 and recorded in Book No.III, C.D. Volume No.1, Pages from 4930 to 4941, Being No. 00529 for the year 2009.

AND WHEREAS That the said Debi Shankar Roy, died on 22.07.2015 and his wife Smt. Subarna Roy died on 06.06.2008 and they were issueless.

AND WHEREAS That after the death of the said Debi Shankar Roy, the Owners filed one Petition in the High Court at Calcutta, Testamentary and intestate Jurisdiction for granting Probate to the Owners herein being the Joint Executors being P.L.A. No. 250 of 2016.

AND WHEREAS That on 21.04.2017 the Hon'ble High Court at Calcutta was pleased to grant Probate in favour of the Owners herein in respect of undivided $\frac{1}{2}$ share of piece and parcel of land measuring about 2 Cottahs 7 Chittacks 23 sq.ft. more or less with two storied building thereon (Area on Ground Floor 800 Sq.ft. and area on First Floor 850 Sq.ft.) total area of the said building is 1650 sq.ft. more or less lying and situated at Mouza – Sultanpur, J.L. No.10, R.S. No. 148, Touzi No. 173, Khatian No.255, Dag No. 2069, Police Station Dum Dum, within the limit of Dum Dum Municipality, being **Holding No.261, Pulin Avenue, Kolkata – 700081**, Ward No. 04, District North 24-Parganas.

AND WHEREAS said Sri Chiradip Paul and Sri Joydeep Paul the Owners herein are seized and possessed of and / or otherwise well and sufficiently entitled to ALL THAT piece and parcel of 2 Cottahs 7 Chittacks 23 Sq.ft. more or less with two storied building thereon (Area on Ground Floor 800 Sq.ft. and area on First Floor 850 Sq.ft.) total area of the said building is 1650 sq.ft. more or less lying and situated at Mouza – Sultanpur, J.L. No.10, R.S. No. 148, Touzi No. 173, Khatian No.255, Dag No. 2069, Police Station Dum Dum, District North 24-Parganas within the limit of Dum Dum Municipality, Ward No.04, under Municipal **Holding No.261, Pulin Avenue, Kolkata – 700081**, in

the District 24-Parganas(North) and morefully and particularly described in the Schedule hereunder written and hereinafter called the said property.

AND WHEREAS the Sri Chiradip Paul and Sri Joydeep Paul herein are in possession and enjoyment in respect of the said land measuring about 2 Cottahs 7 Chittacks 23 Sq.ft. more or less with two storied building thereon (Area on Ground Floor 800 Sq.ft. and area on First Floor 850 Sq.ft.) total area of the said building is 1650 sq.ft. more or less of land by mutating their name in the recorded of the Dum Dum Municipality under **Holding No. 261, Pulin Avenue, P.S. Dum Dum, Kolkata -700081, Ward No. 04** which is herein referred to as the said Holding and morefully described in Schedule herein below.

AND WHEREAS the Sri Chiradip Paul and Sri Joydeep Paul i.e. owners (Fifty percent of the total land) herein being desirous to exploit commercially the said premises by developing the same, approached the Developer/Constructor for making Construction at a building on the said property in consideration as and on the terms and conditions, hereunder appearing and the developer Constructor also for the same.

AND WHEREAS the above Owners/Vendors are appearing in the record of the Dum Dum Municipality in respect of their respective Holdings having three separate Holding Nos. that is No. **262, Pulin Avenue, Dum Dum, Kolkata -700081 ,260, Pulin Avenue, Dum Dum, Kolkata -700081 & 261, Pulin Avenue, Dum Dum, Kolkata -700081.**

AND WHEREAS the Owners/Vendors are willing to amalgamate their properties and to amalgamed the three Holding Nos. in a singular **Holding No. 262, Pulin Avenue, Dum Dum, Kolkata -700081** in the record of the Dum Dum Municipality, both the properties are very much adjacent, more fully and specifically described in the Schedule "A" hereunder written.

AND WHEREAS for the above purpose both the holding shall be joined into a single Holding and the total measurement of the land shall be **47 Cottahs 08 Chittacks 07 Sq.ft.**

AND WHEREAS in terms of the aforesaid sale, the possession of the said property along with the mother deeds have already been handed over to the said **M/S. BETOP HOUSING DEVELOPERS PRIVATE LIMITED.**, the Owner/Vendor herein.

AND WHEREAS thus the Owner herein is seized and possessed of and/or otherwise well and sufficiently entitled to the said property as absolute owner.

AND WHEREAS after such purchase the vendor herein got its name mutated in the assessment roll of Dum Dum Municipality each having separate holding number and have been in peaceful user and occupation thereof independently by paying taxes regularly.

AND WHEREAS while the vendors have been In peaceful user and. occupation of the said premises decided to erect multistoried building/s with the help of some reputed Real Estate dealer/developer and accordingly invites prospective promoters to entrust the development job under certain terms.

AND WHEREAS pursuant to the said desire the developer herein approached the vendors and proposed to take the development job;

AND WHEREAS pursuant to the said understanding the developer by engaging a qualified engineer got a building plan prepared and submitted the said plan before the Dum Dum Municipality for approval and the municipal authority duly vide Plan No.PWD/Plan G+V|35|2013-14 dated 24.04.2013, gave approval of the plan for construction of building at the said premises and referred to as the said plan.

AND WHEREAS pursuant to the said agreement and power of attorneys executed by the owners/vendors herein, the developer started construction of a residential multi-storied building/s at the said premises as per the said plan duly approved and referred to above consisting of flats (including duplex type of flat and plain types), garages, offices and shops and simultaneously with the proceeding of the construction of the multi-storied residential building the developer and the owner by mutual agreement got the constructed areas demarcated clearly indicating the flat, office and garages falling in the share of the owner and the developer and the developer has already given symbolic possession of the allocation of the owner, the sale proceeds as per agreement be received and accepted by the developer and the developer shall be accountable for the same to the Municipal authority.

AND WHEREAS simultaneously with allotment of allocation having accepted by the owner and the developer the developer in terms of the agreement expressed their willingness to dispose of flats/garages etc. falling in developer's share at a valuable consideration and accordingly invited prospective parties for the same.

AND WHEREAS pursuant to the said desire of the developer, the PURCHASERS herein approached the developer and propose to purchase a self contained independent **flat being No.....**, fallen in owner's share lying and situated on the **Floor**, measuring about **Square feet** inclusive of **super-built up area (Block '.....'**) and together with one **Car parking space**, on the **Ground Floor, Space No.....**, measuring about **Square feet** inclusive of **super-built up area (Block '.....'**) along with proportionate share of stair ease and lift a little more or less with proportionate share of land underneath in the under construction apartment "**MADHU MALANCHA**" at Premises/**Holding No.262, Pulin Avenue, Kolkata – 700081**, at a total consideration of **Rs...../- (Rupees**)only.

AND WHEREAS the Vendor and the Developer herein having given due consideration to the said proposal of the Purchasers and considering the same as most suitable and highest one they received from the market agreed to sell the said flat and the Car Parking space unto the Purchasers.

NOW THIS DEED WITNESSETH as follows:-

1. In pursuance of the said agreement and in consideration of the sum of **Rs.**/- (**Rupees**)only paid by the Purchasers to the developer (the receipt whereof both the vendor and the developer doth hereby admit and acknowledge) and of and from the same and every part thereof doth hereby acquit, release and forever discharge grant, transfer, convey, assign and assure unto the Purchasers **ALL THAT** a self contained independent **flat being No.....**, fallen in owner's share lying and situated on the **Floor**, Measuring about **Square feet inclusive of super- built up area (Block '.....**) and together with one **Car parking space**, on the **Ground floor, Space No.**, measuring about **square feet** inclusive of **super-built up area (Block '.....)**and particularly described in Schedule 'B' hereunder written **TOGETHER WITH** undivided proportionate share of

interest in the common areas and facilities **TOGETHER WITH** undivided variable proportionate share or interest in the land namely **ALL THAT** piece or parcel of land measuring an area 40 Cottahs and 03 Chittacks 23 Sq.ft, a little more or less with structures standing thereon lying and situated at and being **Holding No.262, Pulin Avenue, Kolkata – 700081**, Sub Registry Office at Cossipore, Dum Dum, District 24-Parganas and more particularly described in the **Schedule “A”** hereunder written along with undivided proportionate share or interest in common areas and facilities’ as described in schedule ‘C’ and hereinafter collectively referred to as “the said flat” and garage)**OR HOWSOEVER OTHERWISE** the said flat now is or at any time or times heretofore were or was situated called known numbered described and distinguished **TOGETHER WITH** all lights, rights, liberties, privileges, easements, advantages and appurtenances whatsoever standing and being in or upon or belonging thereto or any part thereof with which the same now are or is or at any time or times heretofore were or was held used occupied enjoyed accepted reputed deemed taken or known as part or parcel thereof or appertaining thereto **AND** all the reversion or reversions remainder or remainders and the rents issues and profits thereof and every part thereof **AND ALL** the estate right, title, interest, claim and demand whatsoever of the Vendors and the developer both at law or in equity into upon or in respect of the said flat and garage to **HAVE AND TO HOLD** the said Flat free from all encumbrances, charges, liens/trusts, lispendens, attachments, acquisition/ requisition proceedings, and liabilities whatsoever unto and to the use of the Purchasers absolutely and forever and the vendors and the developer on this day delivered khas and vacant possession of the said flat and garage to the Purchaser and the Purchasers accepted and took possession of the said flat and garage being fully satisfied to have been constructed as per plan and agreement for sale.

2. **THE VENDORS AND THE DEVELOPER DO TH HEREBY COVENANT WITH THE PURCHASERS** as follows:-

(a) That notwithstanding any act deed matter or thing whatsoever heretofore done committed or knowingly suffered by the vendors to the contrary, the Vendors are lawfully seized and possessed of or otherwise well and sufficiently entitle to the flat and garage hereby sold granted transferred

conveyed assigned and assured as an absolute and indefeasible estate or an estate equivalent thereto and free from all encumbrances whatsoever.

(b) That the Vendors have a good right, full power and absolute and indefeasible authority to sell, grant, transfer and convey the flat and garage and every part thereof unto and to the use of the Purchasers in the manner aforesaid and according to the true intent and meaning of these presents.

(c) That it shall be lawful for the Purchasers at all times hereafter peaceably and quietly to enter into and upon and hold occupy and enjoy the said flat and garage and receive the rents issues and profits thereof without any lawful eviction interruption hindrance disturbance claim or demand whatsoever from or by the Vendors or any person or persons having lawfully or equitably claiming any estate

right title and interest in the said flat and garage from under through or in trust for the vendors and free and clear and freely and clearly and absolutely acquitted exonerated and forever discharged or otherwise by the vendors well and sufficiently saved defended kept harmless and indemnified of from and against all charges and encumbrances whatsoever made done executed or occasioned by the Vendors.

(d) That the Vendors and the developer and all persons having or lawfully or equitably claiming any estate right title or interest whatsoever in the said flat and garage from through under or in trust for the vendors and developer shall and will from time to time and at all times hereafter at the request and costs of the Purchasers do make acknowledge and execute all such further and other acts deeds things and assurances whatsoever for further better and more perfectly assuring the said flat and garage hereby sold granted transferred conveyed assigned and assured and every part thereof unto and to the use of the Purchasers as shall or may be reasonably required.

(e) That the vendors and the developer has not at any time done or executed or knowingly suffered or been party or privy to any act, deed, matter or thing, whereby the said flat and garage or any part thereof hereby granted, sold, conveyed, transferred, assigned or assured or expressed or intended so to be given, or may be impeached encumbered, effected in title;

3. **THE PURCHASERS DO TH HEREBY AGREE AND COVENANT WITH THE VENDORS AND DEVELOPER AS** follows:-

(a) The Purchasers shall join with the vendors and developer and/or other owners of flats/office spaces/garages of the said premises for formation of Company, association or society for the purpose of maintenance and management of the building and bear and pay proportionate cost of formation of the company, association or society and also common expenses mentioned in schedule 'D' hereunder written.

(b) The Purchasers shall and will duly observe and perform the covenants including those for common areas and facilities and common purposes respectively described in Schedule 'D' hereunder written and shall regularly pay and discharge all taxes and imposition in respect of the common areas and facilities and the common expenses.

(c) The Purchasers shall have no right to raise any objection or dispute in respect of any construction/addition/alteration/amalgamation/renovation made/to be made by the vendors and developer in the building for any reason whatsoever.

(d) The Purchasers shall be entitled to the use and occupation of the said flat and garage and shall have no claim against the vendors and developer as to any defect in any item of work of construction of the said flat and garage or any other account whatsoever.

It is hereby expressly agreed that the decision of the vendors and developer shall be final conclusive and binding with, regard, to addition/ alteration, renovation if made in the building and the Purchasers shall not be entitled to raise any dispute or challenge the same on any ground whatsoever.

(e) After the possession of the said flat and garage has been offered to the Purchasers, if any addition or alterations or renovation in or upon or relating to the said building as required to be carried out by or at the instance of the government, Municipality or any statutory authorities, the same shall

be carried out by the Purchasers with the co-operation of the other Purchasers at their own costs and the vendors and developer shall not In any manner be liable or responsible for the same.

3. The Purchasers shall at their own costs maintain the said flat and garage in good condition, state and order and shall abide by all bye-laws, rules and regulations of the Government, Dum Dum Municipality and/or other authorities and local bodies including those of the vendors and developer and Association which may hereafter be floated by the vendors and developer and other Purchasers for the proper maintenance of the said building and the common areas and facilities.

4. The Purchasers shall at all times permit the vendors and developer, and the Engineers, contractors, Surveyors and Agents during reasonable hours and upon proper notice, with or without workmen and others to enter into and upon the said flat and garage and/or any part of the said building for the purpose of making, repairing, maintaining, rebuilding, clearing, lighting and keeping in order and good condition all sewers, drains, pipes, cables, getters, wires, structures and other conveniences belonging or serving or used for the said building and also for the purpose of pulling down, maintaining, repairing and testing drains, water pipes and electric wires and for similar or any other purpose and, or to view and examine the slate and conditions of the said flat or portions thereof and the Purchasers shall be liable to make good immediately on receiving notice of all such defects and wants of repairs of which notice in writing shall be given by the vendors and developer and Association. It is made clear that the entire complex mainly consisting of two phases and the formation of the said Association shall be one and the entire management of the complex shall be managed by the said association.

5. The Purchasers hereby further covenant with the vendors and developer that the Purchasers shall not:-

(a) Use the said flat and garage in such manner or commit any act which may in any manner cause nuisance or annoyance to the other Purchasers and/ or owners and/or occupiers of the flats/ rooms/shop rooms/office spaces and car parking spaces.

- (b) Use the said flat or permit the same to be used for any purpose other than the purpose for which the same has been built.
- (c) Allow the storage of any goods, articles or things in the staircase, lobbies or other common parts or areas of the said building or any portion thereof.
- (d) Block or permit the blocking of the staircase, the lobbies or other common parts or areas of the said building or any portion.
- (e) Bring or keep or store any inflammable or combustible goods, articles and things in or upon the said premises.
- (f) Decorate the exterior of the said flat otherwise than in the manner the said flat will be delivered.
- (g) Throw or accumulate or permit the throwing or accumulating of any rubbish or other articles in the said flat or any portion of the said building.
- (h) Claim partition or sub-division of the said plot of land or the common areas of the said building.
- (i) The vendors and developer herein shall exclusively be entitled to make further constructions on the roof of the said building.
- (j) Carry on an obnoxious, nuisance, offensive or illegal or immoral activities in the said flat or any portion of the said building including the common areas.
- (k) Make any addition or alteration structural or otherwise in the said flat which may result in affecting and/or changing the outer appearance of the said building. In case of dispute the decision of the Vendors and developer/Association shall be final and binding.
- (l) Start or allow to be started any nursing home diagnostic center, public worship etc.

6. It is hereby agreed and declared by and between the vendors and developer and the Purchasers as follows:-

- (i) Notwithstanding anything to the contrary herein contained the said building shall at all times be known as 'MADHU MALANCHA' and this name shall not under any circumstances be changed, altered or modified. It is agreed that the Association, Syndicate or Holding Organization/Association to be formed as herein stated shall bear the said name.
- (ii) That the Purchasers shall have absolute right to get their names mutated in all records of right including in the Assessment Dum Dum municipality and shall have to pay the taxes, rents etc. proportionately till the said flat inks separately assessed and after mutation has to pay the entire tax as to be raised by the authority.
- (iii) That the Purchasers shall have absolute right and authority to sell, lease, gift, mortgage or in any way deal with the flat hereby sold .subject to terms and conditions and contained in this deed and enjoy and appropriate the sale proceeds and rents etc.
- (iv) The vendors and developer shall at all times be entitled to make such variation and/or modifications in the sanction plan and/or other specification, elevations, designs and layout of the said building or portions thereof as may be deemed necessary or may be required to be done at the instance of the Government, Dum Dum Municipality and or any other appropriate authorities or under any statute or due; to any eventuality or as may be advised by the Architects.
- (v) The vendors and developer shall have the right to raise additional stories or put up additional floors or structure in or upon the roof of the said building and any amalgamation of land that in this regard the Purchasers shall not create any obstruction/ claim/ impediment /hindrance or raise any objection thereto because of the difficulties and/or inconvenience caused thereby or otherwise including the grounds of structural stability. Purchasers and/or occupiers of the additional stories or additional floors or others structures so constructed shall be entitled to share proportionately in the common areas and facilities mentioned in schedule 'C' and shall be liable to discharge the liabilities and obligations mentioned in Schedule 'D' hereunder written. The Additional stories, floors, structures shall be sole property of the owner and the developer in the same proportion as agreed upon

and each of them will be entitled to dispose of their allocated areas as they may choose and the Purchasers hereby consent to the same and shall not raise any objection thereto.

(vi) The Purchasers also agree that in case of the developer's raising further stories and/or floors and/or making any additional structures in or upon the roof of the said building, he shall render his best co-operation and assistance and further agrees not to claim any deduction or abatement in the amount of the agreed consideration money payable to the developer as per this agreement on the ground of variation and/or deduction of his undivided share in land and common areas and facilities comprised in the said premises which the Purchasers have agreed to acquire. It is agreed that in case of construction of additional floor and/or deduction of his undivided share in land and common areas and facilities comprised in the said premises which the Purchasers have agreed to acquire. It is agreed that in case of construction of additional floor and/or stories on the roof of the said building, the undivided share, in the land and common areas and facilities comprised in the said premises agreed to be acquired by the Purchasers automatically be reduced proportionately and the Purchasers herein agree not to object to the same and/or to claim any deduction of abatement in the amount of agreed consideration on account thereof.

(vii) Any indulgence given or shown by the vendors and developer in enforcing the term of this Deed of Sale or any waiver on the part of the vendors and developer or any breach or non-compliance of any of the terms and conditions' of this Deed of Sale by the Purchasers shall not in any manner prejudice the rights of the vendor and developer in terms of this Deed.

(viii) The Purchasers shall not do anything whereby the other Purchasers are obstructed or prevented from use or enjoyment of their respective flats and other spaces and/or the common areas and facilities.

(ix) The Purchasers shall not do or permit to be done any act, deed or tiling which may render void or voidable insurance of any flat/ room/office space/shop rooms/Car Parking space or other portion of the said building or cause any insurance premium to be increased in respect thereof.

(x) All letters and notices issued by the vendors and developer and affixed on the Notice Board at the said flat will be deemed to have been duly served on the Purchasers and the same will be binding and will effectively discharge the vendors and developer.

(xi) This Deed of Sale records all the terms of the agreement between the parties and no other representative or statements shall not be considered valid or binding upon either of the parties nor shall any provision of this deed be waived except by written consent of the parties hereto. The Purchasers acknowledge and satisfied upon signing of this deed that no agreement, condition, stipulation, representation, guarantee or warranty have been made by the vendors and developer and/or its agents, servants or employees other than what are specifically set forth herein.

(xii) That the Purchasers before taking possession of the said flat has inspected the overall work of the flat including the building along with the quality of work and material and other fittings used therein and got satisfied since after taking possession the owners/vendors/developer shall not be held responsible on any ground whatsoever.

(xiii) That the Purchasers shall have no right to sell, transfer or assign the said flat to any third party allowing installing any machine that creates sound, or air pollution of any other kind of health hazard and in conveyance to the adjacent occupier(s) or neighbour(s).

7. HOLDING ORGANISATION/ASSOCIATION

(i) The vendors and developer shall be at liberty to create a sinking fund out of the contribution of money to be collected from the Purchasers for meeting the all expenses for maintenance of the said building and the complex as a whole.

(ii) The Purchasers herein agree and undertake to be a member/share holder of the Association or Syndicate or Company if any formed by the Vendors and developer for the purpose of maintaining the common areas and facilities of the said flat and the maintenance of the common and essential services, as also for general administration, and further agree from time

to time and at all times to sign, execute declarations and documents as may be necessary for the formation and registration of such Association or Syndicate or Company as may be prepared or caused to be prepared by the vendors and developer in consultation with other Purchasers duly filled in, signed and the same shall be returned within 10 (ten) days of the same being forwarded by the Vendors and developer and no objection whatsoever shall be raised by the Purchasers if any modifications are made in the draft bye-laws as may be required by the Registrar of Societies or other competent authorities or as the occasion may demand.

- (iii) After the formation of the Association or Syndicate or Company by the Vendors and developer and upon all the Purchasers becoming member thereof, all the obligations of the Vendors and developer contained in this Deed of Sale for the maintenance, management and administration of the common areas and facilities in the said building and other rights to receive and realize contribution from the Purchasers towards meeting of the liabilities and obligations as mentioned in the fourth schedule hereunder written shall stand transferred to such Association/Syndicate/Company and the vendors and developer shall stand completely relieved and absolved from all their responsibilities and obligations herein contained.
- (iv) The vendors and developer shall make and/or frame Memorandum, Articles, Bye-laws, Rules and Regulations of such Association/Syndicates to/Company including the rules as aforesaid and also for enforcing and giving effect to its decision and/or resolutions and for realizing and recovering payment from the Purchasers in the said building and for enforcing compliance with the obligations of the parties.

THE SCHEDULE "A" ABOVE REFERRED TO
(THE ENTIRE PREMISES)

ALL THAT piece of parcel of homestead land measuring an area of **47 Cottahs 08 Chittacks and 07 Sq.ft.** be the same a little more or less together with all appurtenances

thereto lying situate under **Mouza –Sultanpur, Dag No.2064, 2065,2069,2043,2091 & 2070, Khatian No.663, 865, 255 & 235 R.S. Khatian No.1637**, J.L. No. 10, R.S. No.148, Touzi No.173, within the local limits of Dum Dum Municipality, being Municipal at **Holding No. 262, Pulin Avenue, Kolkata–700 081**, under Additional District Sub- Registry office Cossipore Dum Dum, in the District 24 Parganas (North).

The property is butted and bounded as follows :

ON THE NORTH : Property of Partha Guha.
 ON THE SOUTH : 18feet Pulin Avenue.
 ON THE EAST : 18feet Pulin Avenue.
 ON THE WEST : 18feet Pulin Avenue.

THE SCHEDULE “B” ABOVE REFERRED TO:

(FLAT AND CAR PARKING SPACE)

ALL THAT self-contained, independent, flat having **super-built-up-area of** square feet, consisting of 3(Three)bed rooms, 1(One)dining -cum-drawing room, 1(One)kitchen, 2(Two)toilets, and 2(Two)balcony, being **Flat No.....**, on the **Floor, Tiles Floor, of Block–‘.....’,(.....)AND one Car parking space, being Block –‘.....’(.....)on the Ground Floor, Car parking space No.....**, having **super built up area ofSquare Feet**, more or less at the Project known as “**MADHU MALANCHA**” constructed on the premises stated in the **First Schedule** herein above TOGETHERWITH undivided, impartiable proportionate share of land underneath the said Block TOGETHER WITH all other easement and common rights over common passages and common facilities and amenities attached to and available with all other flats in the building.

THE SCHEDULE ‘C’ AS REFERRED TO ABOVE
(COMMON AMENITIES)

PART-I

A. COMMON PARTS and PORTIONS in the BLOCK.

1. Lift.
2. 24 hrs Water Supply.
3. Staircase.

PART-II

B. COMMON PARTS and PORTIONS in the COMPLEX.

- 1.Round the Clock Security.

THE SCHEDULE "D"(CONSIDERATION AND PAYMENT)

(COMMON EXPENSES)

1. Establishment and all other capital and operational expenses of the Association of Flat Owners.
2. All charges and deposits for supply, operation and maintenance of common utilities.
3. All charges and expenses for deployment/engaging and appointment of security service agency and /or personnel and all allied expensed connected and/or incidental thereto.
4. All charges for the electricity consumed for the operation of the common machinery and equipment.
5. All expenses for insuring the Complex, inter alia, against earthquake, flood, rain, fire, mob violence, damages, civil commotion, etc.
6. All litigation expenses incurred for the common purposes and relating to common use and enjoyment of the Block Common Portions at the Block level and/or Complex Common Portions at the Complex level.
7. All costs for maintaining, operating, replacing, repairing, white-washing, painting, decorating, re-decorating, re-building, re-constructing, lighting and

renovating the Block Common Portions at the Block level and/or Complex Common Portions at the Complex level, including the exterior or interior (but not inside any **FLAT AND/OR UNIT**) walls of the Blocks.

8. All expenses for running and operating all machinery, equipments and installations comprised in the Block Common Portions at the Block level and/or Complex Common Portion at the Complex level, including lifts, Generator, if any changeover switches, if any pumps and other common installations including, their license fees, taxes and other levies (if any) and expenses ancillary or incidental thereto and the lights of the Block Common Portions at the Block level and/or Complex Common Portion at the Complex level.
9. Municipal Tax, surcharge, Multistoried Building Tax, Water Tax and other levies in respect of the Block at the Block level and in respect of the Complex at Complex level save those separately assessed on the Purchasers.
10. The salaries of and all other expenses on the staff to be employed for the Common Purposes, viz. manager, caretaker, clerks, security personnel, liftmen, sweepers, plumbers, electricians etc. including their perquisites, bonus and other emoluments and benefits.

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

SIGNED AND DELIVERED BY THE PARTIES

AT KOLKATA IN THE PRESENCE OF:

WITNESSES:

1.

Both self Constituted Attorney of :
Smt. Lakshmi Sarkar, Smt. Moumita Sarkar,
Sri Sanjoy Saha, Smt.Soma Saha,

As Constituted Attorney of :
Smt. Arati Das, Sri Samir Ranjan Das,
Smt. Rubi Das, Smt. Sukla Lodh,
Smt. Pinku Das, NEW HORIZON,
Sri Chiradip Paul, Sri Joydeep Paul

SIGNATURE OF THE OWNER

2.

SIGNATURE OF THE DEVELOPER

SIGNATURE THE PURCHASERS

DEED PREPARED BY ME:

MEMO OF CONSIDERATION

RECEIVED of and from the within-named Purchasers the within mentioned sum of **Rs...../-**(Rupees)only being the full consideration money as per memo below :-

MEMO

Bank	Date	Ch. No./Cash	Amount

		Total	Rs.....

(Sum of Rupees)**only**

WITNESSES:

- 1.

- 2.

SIGNATURE OF THE DEVELOPER