

DEED OF CONVEYANCE

THIS IDENTURE is made on this _____ day of _____, Two Thousand
and _____ (20 _____),

BETWEEN

1. SRI JAGADISH CHANDRA MONDAL ALIAS JAGADISH CHANDRA SADHUKHAN MONDAL , PAN - AZJPM5718K , AADHAAR NO.- 961608061402, MOBILE No.- 9875319714, son of Late Panchanan Mondal alias Panchanan Sadhukhan Mondal, by Nationality- Indian, by Faith- Hindu, by Occupation- Retired, residing at 3, Rajendra Nath Roy Chowdhury Lane, P.O.- Baranagar, P.S.- Cossipore, Kolkata- 700036, West Bengal, **2. SMT. PRATIMA MONDAL ALIAS PRATIMA SADHUKHAN MONDAL, PAN - ARAPM5680R, AADHAAR No.- 955303771354, MOBILE No.- 9088220155,** wife of Late Dilip Kumar Mondal alias Dilip Kumar Sadhukhan Mondal, daughter of Late Panchanan Gorai, by Nationality- Indian, by Faith- Hindu, by Occupation- Housewifery, residing at 3, Rajendra Nath Roy Chowdhury Lane, P.O.- Baranagar, P.S.- Cossipore, Kolkata- 700036, West Bengal, **3. SRI DIPANKAR MONDAL ALIAS DIPANKAR SADHUKHAN MONDAL , PAN - BNIPM7101A , AADHAAR No.- 837528892501, MOBILE No.- 7980576266,** son of Late Dilip Kumar Mondal alias Dilip Kumar Sadhukhan Mondal, by Nationality- Indian, by Faith- Hindu, by Occupation- Business, residing at 3, Rajendra Nath Roy Chowdhury Lane, P.O.- Baranagar, P.S.- Cossipore, Kolkata- 700036, West Bengal, **4. SRI RABINDRANATH MONDAL ALIAS RABINDRANATH SADHUKHAN MONDAL , PAN - CXZPM4632E, AADHAAR No.- 6873 0065 0727, MOBILE No.- 9804655520,** son of Late Amarendra Nath Mondal alias Amarendra Nath Sadhukhan Mondal, by Nationality- Indian, by Faith- Hindu, by Occupation- Business, both are residing at 3, Rajendra Nath Roy Chowdhury Lane, P.O.- Baranagar, P.S.- Cossipore, Kolkata- 700036, West Bengal, **5. SMT. MALLIKA DAS, PAN - BZFPD9905E, AADHAAR No.- 239048411119, MOBILE No.- 9830761350,** wife of Sri Subarna Das, daughter of Late Amarendra Sadhukhan Mondal, by Nationality- Indian, by Faith- Hindu, by Occupation- Housewifery,

residing at 487, Rabindra Sarani, P.O- Hatkhola, P.S.- Shyampukur, Kolkata- 700005, West Bengal, **6. SRI SUBIR KUMAR BISWAS**, son of Late Shiv Ram Biswas, **PAN - AAYPB8351P, AADHAAR No.- 882817574633, MOBILE No.- 8292857601**, by faith : Hindu, by Nationality : Indian, by Occupation : Service, residing at 19, Biswas Villa, Pathalkudwa Road, Church Lane, Urdu Government School, P.O. Ranchi, P.S. Lower Bazar, Ranchi, Jharkhand - 834001, hereinafter called the **LAND OWNERS / VENDORS** (which terms or expression shall unless excluded by and/or repugnant to the context to be deemed to mean and include their heirs, executors, administrators, representatives, and assign) of the **FIRST PART**. by virtue of Development Power of Attorney dated 15.06.2023 represented by their constituted Attorney **SRI PRASENJIT ROY, PAN - ASWPR0008H, AADHAAR No.- 259535451920, MOBILE No.- 8777014689**, son of Sri Pradip Roy, by Faith - Hindu, by Nationality - Indian, by Occupation - Business, residing at 41, Behari Lal Ghosh Road, Post Office - Ariadaha, Police Station - Belgharia, Kolkata - 700057, District : North 24-Parganas, West Bengal and the said Development Power of Attorney was registered at the office of the Additional District Sub Registrar at Cossipore Dum Dum, North 24 Parganas and the same was recorded in the said office in Book No. I, Volume No. 1506 - 2023, Pages from 180301 to 180319, being No. 150606246 for the year 2023.

AND

(1) _____ **PAN - CXHPS8053H, AADHAAR No.**
 _____, wife/husband/son/daughter of _____, by cast
 and religion - _____, by occupation - _____, by nationality -
 Indian, residing at Premises No.
 _____, hereinafter called

and referred to as the **PURCHASER** (which expression shall unless executed by or repugnant to the context be deemed to include their respective legal heirs/heiresses, executor, administrator, legal representatives and/or assigns) of the **SECOND PART**.

AND

“M/S. P.R. CONSTRUCTION” , a Proprietorship Firm, having its registered office at 41, Behari Lal Ghosh Road, Post Office- Ariadaha, Police Station- Belgharia, Kolkata- 700057, Dist- North 24 Parganas, West Bengal, being represented by its Proprietor namely **SRI. PRASENJIT ROY, PAN - ASWPR0008H, AADHAAR No.- 259535451920, MOBILE No.- 8777014689**, son of Sri. Pradip Roy, by Faith – Hindu, by Nationality- Indian, by Occupation- Business, residing at 41, Behari Lal Ghosh Road, Post Office- Ariadaha, Police Station- Belgharia, Kolkata- 700057, Dist- North 24 Parganas, West Bengal, referred to and called the **DEVELOPER** which terms or expression shall unless otherwise excluded by and/or repugnant to the subject and context be deemed to mean and include its legal representatives, executors, administrators, successor-in-office, successors-in-interest, nominees and assigns) of the **THIRD PART**.

WHEREAS one Bhut Nath Sadhukhan Mondal and Panchu Gopal Sadhukhan Mondal by virtue of a registered deed of sale jointly purchased a plot of land measuring about 1 bigha 16 ½ cottahs (36 Cottah 08 Chhittack) be the same or little more or less at premises no.- 3, Rajendra Nath Roy Chowdhury Lane, P.O.- Baranagar, P.S.- Cossipore, Kolkata- 700036, from Mahendra Nath Roy Chowdhury and Bibhuti Bhusan Roy Chowdhury. The said deed of sale was duly registered on 09/04/1918 in the office of the Sub-Registrar at Cossipore Dum Dum and the said deed was registered and recorded in the said office in Book no.- I, Volume no.- 07, Pages from 160 to 169, being no.- 322 for the year 1918.

AND WHEREAS after purchasing the above noted property measuring 1 bigha 16 ½ cottahs (36 Cottah 08 Chhittack) be the same a little more or less at premises no.- 3, Rajendra Nath Roy Chowdhury Lane, P.O.- Baranagar, P.S.- Cossipore, Kolkata- 700036, by virtue of the above referred Deed of Sale, the said Bhut Nath Sadhukhan

Mondal and Panchu Gopal Sadhukhan Mondal jointly started to enjoy the right, title and interest over the property.

AND WHEREAS the said Bhut Nath Sadhukhan Mondal died intestate leaving behind his two sons namely Panchanan Sadhukhan Mondal and Nandalal Sadhukhan Mondal as his legal heirs and successors. So, after the demise of Bhut Nath Sadhukhan Mondal, the said Panchanan Sadhukhan Mondal and Nandalal Sadhukhan Mondal and the said Panchu Gopal Sadhukhan Mondal remained as the joint owners in respect of the property lying at premises no.- 3 Rajendra Nath Roy Chowdhury Lane and many other properties.

AND WHEREAS during the enjoyment of the joint possession of the said properties including premises no.- 3, Rajendra Nath Roy Chowdhury Lane, the said Nandalal and Panchanan had jointly instituted a suit for partition bearing Title Suit No. 89 of 1931 before the 2nd Additional Sub-Judge at Alipore, 24 Parganas against the said Panchu Gopal Sadhukhan Mondal for the purpose of partitioning the said properties by metes and bounds. Needless to say that the said suit got decreed by the Learned Sub- Judge and in terms of the said decree passed in the said suit, the said Nandalal and Panchanan became allotted to the entire premises being premises no.- 3, Rajendra Nath Roy Chowdhury Lane.

THUS the said Nandalal Sadhukhan Mondal and Panchanan Sadhukhan Mondal remained as the joint owners equally having undivided $\frac{1}{2}$ shares each in respect of premises no.- 3, Rajendra Nath Roy Chowdhury Lane Property.

AND WHEREAS the said Panchanan Sadhukhan Mondal died intestate on 28/11/1966 leaving behind him 3 sons namely, Amarendra Sadhukhan Mondal, Jagadish Chandra Sadhukhan Mondal and Dilip Kumar Sadhukhan Mondal and 5 daughters, namely, Bakul Sadhukhan Mondal, Minati Sadhukhan Mondal, Durga Rani Sadhukhan Mondal, Bela Sadhukhan Mondal and Biva Sadhukhan Mondal as his legal heirs and successors and as per the provisions of the rules of Hindu Intestate Male Succession, the said 8 legal heirs of the said Late Panchanan Sadhukhan Mondal remained as the joint owners, each having undivided $\frac{1}{16}$ th shares in respect of

the premises no.- 3, Rajendra Nath Roy Chowdhury Lane as left by the said Panchanan Sadhukhan Mondal since deceased. Later the Biva Sadhukhan Mondal died intestate leaving behind her only daughter Rita Sadhukhan Mondal who stepped into the shoes of her deceased mother and remained as the co-owner of the said property with others.

AND WHEREAS the said Nandalal Sadhukhan Mondal died intestate on 22/02/1971 leaving behind his legal heirs namely Ratan Chandra Sadhukhan Mondal, Ajoy Sadhukhan Mondal, Dilip Sadhukhan Mondal, Tara Rani Sadhukhan Mondal, Angur Sadhukhan Mondal, Golap Banerjee, Jaba Rani Sadhukhan Mondal, Bablu Kumar Garai and Shefali Sadhukhan Mondal and all the said legal heirs of the said Nandalal Sadhukhan Mondal since deceased remained as the undivided joint owners, each having undivided 1/18th shares in respect of the said property.

AND WHEREAS after that by virtue of four separate Deeds of Release dated 13/11/1992 the said Dilip Sadhukhan Mondal, Ajoy Kumar Sadhukhan Mondal, Tara Rani Sadhukhan Mondal and Shefali Sadhukhan Mondal released their respective shares, being undivided 4/18th shares in respect of premises no.- 3, Rajendra Nath Roy Chowdhury Lane, P.O.- Baranagar, P.S.- Cossipore, Kolkata-700036, in favour of Amarendra Sadhukhan Mondal, Jagadish Chandra Sadhukhan Mondal and Dilip Kumar Sadhukhan Mondal. The said Deeds of release were duly registered vide Deed Nos. 21047 of 1992, 21048 of 1992, 21049 of 1992 and 21050 of 1992.

AND WHEREAS after that on 01/03/1996 by virtue of five separate Deeds of Sale, the said Ratan Chandra Sadhukhan Mondal, Angur Sadhukhan Mondal, Golap Banerjee, Jaba Rani Sadhukhan Mondal and Bablu Kumar Garai sold out their respective shares being undivided 5/18th shares in respect of premises no.- 3, Rajendra Nath Roy Chowdhury Lane P.O.- Baranagar, P.S.- Cossipore, Kolkata-700036, in favour of Amarendra Nath Sadhukhan Mondal, Jagadish Chandra Sadhukhan Mondal and Dilip Kumar Sadhukhan Mondal. The said Deeds of Sale were duly registered and numbered vide Deed Nos. 1239 of 1996, 1240 of 1996, 1241 of 1996, 1242 of 1996 and 1243 of 1996.

THUS the said Amarendra Nath Sadhukhan Mondal, Jagadish Chandra Sadhukhan Mondal and Dilip Kumar Sadhukhan Mondal jointly remained as the undivided owners in respect of undivided 11/16th shares in respect of the said property and the said Bakul Sadhukhan Mondal, Minati Sadhukhan Mondal, Durga Rani Sadhukhan Mondal, Bela Sadhukhan Mondal and Rita Sadhukhan Mondal remained as the joint owners having the residue undivided 5/16th shares of the entire Premises being 3, Rajendra Nath Roy Chowdhury Lane property.

AND WHEREAS subsequently, the said Bakul Sadhukhan Mondal, Minati Sadhukhan Mondal, Durga Rani Sadhukhan Mondal, Bela Sadhukhan Mondal and Rita Sadhukhan Mondal along with the said Amarendra Nath Sadhukhan Mondal, Dilip Kumar Sadhukhan Mondal and Jagadish Chandra Sadhukhan Mondal had executed several registered deeds of sale in favour of different purchasers whereby the said Bakul Sadhukhan Mondal, Minati Sadhukhan Mondal, Durga Rani Sadhukhan Mondal, Bela Sadhukhan Mondal and Rita Sadhukhan Mondal had duly sold, transferred and conveyed their entire undivided shares, i.e., the undivided 5/16th shares with specific demarcations of the said property to the purchasers and the said Amarendra Nath Sadhukhan Mondal, Dilip Kumar Sadhukhan Mondal and Jagadish Chandra Sadhukhan Mondal had duly sold, transferred and conveyed certain portions out of their respective undivided shares with specific demarcations in respect of premises no.- 3, Rajendra Nath Roy Chowdhury Lane, P.O.- Baranagar, P.S.- Cossipore, Kolkata- 700036. The said deeds are registered as Deed Nos.- 1252 of 1996, 1253 of 1996, 1254 of 1996, 1255 of 1996, 1256 of 1996, 1257 of 1996, 1258 of 1996, 1259 of 1996, 1260 of 1996, and 1261 of 1996.

AND WHEREAS upon execution of the said Sale Deeds, a specific portion measuring about 22 Cottah 14 Chhittack 43 Sq. Ft. land along with common passage measuring about 6 Cottah 01 Chhittack 41 Sq. Ft. land (more or less) has duly been transferred towards several other Transferees and the residue land remained as

per the measurement as **7 Cottah 07 Chhittack 06 Sq. Ft. (498.062 Sq. M)** more or less.

AND WHEREAS after the said transfers, the said Amarendra Nath Sadhukhan Mondal, Jagadish Chandra Sadhukhan Mondal and Dilip Kumar Sadhukhan Mondal jointly remained as the joint owners having equal undivided shares (each having undivided 1/3rd shares) in respect of residue plot of land measuring an area about **07 Cottah 07 Chhittack 06 Sq. Ft. (498.062 Sq. M)** be the same or a little more or less out of the entire property, situated and lying at premises no.- 3, Rajendra Nath Roy Chowdhury Lane, P.O.- Baranagar, P.S.- Cossipore, Kolkata- 700036, more fully and specifically described in the first schedule herein after stated and herein after to be mentioned as the said landed property.

AND WHEREAS the said Amarendra Nath Sadhukhan Mondal died intestate on 12/02/2004 leaving behind his son Sri Rabindra Nath Mondal alias Rabindra Nath Sadhukhan Mondal and two daughters namely Mitali Biswas and Smt. Mallika Das as his legal heirs. Accordingly the said son and daughters of the said late Amarendra Nath Sadhukhan Mondal became the undivided joint owners in respect of the said undivided 1/3rd share as left by the said Amarendra Nath Sadhukhan Mondal, since deceased, each having 1/9th shares in the said property being **ALL THAT** my undivided share in respect of the piece and parcel of **BASTU** land measuring about **07 Cottah 07 Chhittack 06 Sq. Ft. (498.062 Sq. M)** be the same a little more or less along with a dilapidated one storied building measuring about **2000 sq. ft. (approx)** together with all common easement rights over the property within the local limits of Kolkata Municipal Corporation under Borough No.-1, Ward No.- 1, **Assessee No.- 110011700032**, situated at- 3, Rajendra Nath Roy Chowdhury Lane, P.O- Baranagar, P.S.- Cossipore , Kolkata- 700036, hereinafter to be mentioned as the **“SAID PROPERTY”**, more fully and specifically described in the First Schedule written herein below.

AND WHEREAS the said Dilip Kumar Sadhukhan Mondal died intestate on 20.03.2013 leaving behind his widow, Pratima Sadhukhan Mondal, being the Land Owner No. 2 herein and one son, namely Dipankar Sadhukhan Mondal, being the Land Owner No. 3

herein and one married daughter, namely Dipanwita Karmakar as his legal heirs and successors. Accordingly the said widow, son and daughter of the said late Dilip Kumar Sadhukhan Mondal became the undivided joint owners in respect of the said undivided 1/3rd share as left by the said Dilip Kumar Sadhukhan Mondal, since deceased, each having 1/9th shares in the said property being **ALL THAT** my undivided share in respect of the piece and parcel of **BASTU** land measuring about **07 Cottah 07 Chhittack 06 Sq. Ft. (498.062 Sq. M)** be the same a little more or less along with a dilapidated one storied building measuring about **2000 sq. ft. (approx)** together with all common easement rights over the property within the local limits of Kolkata Municipal Corporation under Borough No.-1, Ward No.- 1, **Assessee No.- 110011700032**, situated at- 3, Rajendra Nath Roy Chowdhury Lane, P.O- Baranagar, P.S.- Cossipore , Kolkata- 700036, hereinafter to be mentioned as the **“SAID PROPERTY”**, more fully and specifically described in the First Schedule written herein below. However, the said Dipanwita Karmakar had duly transferred her undivided right, title and interest in the said property towards her only full blooded brother, Dipankar Sadhukhan Mondal, by a dint of a Deed of Gift bearing No. 8268 for the year of 2017. Accordingly, the said Dipankar Sadhukhan Mondal remained as the undivided 2/9th owner in respect of the said property.

AND WHEREAS the said Mitali Biswas died intestate on 13/04/2021 leaving behind her legal heirs her son **SOUMOJIT BISWAS** and as per the rules of the Hindu Intestate Female Succession, the said Soumojit Biswas remained as the absolute owner in respect of the said undivided 1/9th share as left by his mother, Mitali Biswas, since deceased in respect of the said property, being premises no.- 3, Rajendra Nath Roy Chowdhury Lane, P.O- Baranagar, P.S.- Cossipore , Kolkata- 700036.

AND WHEREAS subsequently on 15th June, 2023, the said Soumojit Biswas had duly gifted his undivided 1/9th share in the said property being premises no.- 3, Rajendra Nath Roy Chowdhury Lane, P.O- Baranagar, P.S.- Cossipore , Kolkata- 700036 to his father, namely Subir Kumar Biswas by way of executing a Deed of Gift, bearing No. 150606231 for the year of 2023, recorded in Book - I, Volume No.

1506 - 2023, Pages from 180241 to 180257, bearing Deed No. 150606231 for the year of 2023 and the said Subir Kumar Biswas thus remained as the undivided 1/9th owner in respect of the said property.

AND WHEREAS the parties of the First Part by way of inheritance and also by way of execution of the Deed of Gift became and remaining as the exclusive undivided share holders/ joint owners of the said property being **ALL THAT** the piece and parcel of **BASTU** land measuring about **07 Cottah 07 Chhittack 06 Sq. Ft. (498.062 Sq. M)** be the same a little more or less along with a dilapidated one storied building measuring about **2000 sq. ft. (approx)** together with all common easement rights over the property within the local limits of Kolkata Municipal Corporation under Borough No-1, Ward No- 1, **Assessee No- 110011700032**, situated at- 3, Rajendra Nath Roy Chowdhury Lane, P.O- Baranagar, P.S.- Cossipore, Kolkata- 700036.

THUS the present Owners herein are remaining in possession of the said property, being **ALL THAT** the piece and parcel of **BASTU** land measuring about **07 Cottah 07 Chhittack 06 Sq. Ft. (498.062 Sq. M)** be the same a little more or less along with a dilapidated one storied building measuring about **2000 sq. ft. (approx)** together with all common easement rights over the property within the local limits of Kolkata Municipal Corporation under Borough No.-1, Ward No.- 1, **Assessee No.- 110011700032**, situated at- 3, Rajendra Nath Roy Chowdhury Lane, P.O- Baranagar, P.S.- Cossipore, Kolkata- 700036.

AND WHEREAS presently the present Land Owners herein have jointly decided to exploit their ownership property through Development project and being absolutely seized, possessed and sufficiently entitled to the said ownership property became desirous of developing the said Ownership properties by construction of building project thereon comprising of several residential houses, flats and/or Car Parking Spaces and/or shops but owing to paucity of fund and lack of experience and knowledge failed to materialize the same.

AND WHEREAS the present Land Owners/First Part herein approached to the above mentioned Developer to implement such Building Project as aforesaid in the said joint ownership property and

also to materialize their desires on joint venture basis as per sanctioned plan issued by the competent authority in respect of the proposed Building project.

AND WHEREAS the Developer has accepted the proposal to implement the said project in the said ownership properties and agreed to construct the said project at its own costs and expenses and implement the project subject to the terms and conditions as appearing hereunder and whereas both the parties have settled the allocation which is described hereunder.

AND WHEREAS for reason as aforesaid i) Sri. Jagadish Chandra Mondal alias Jagadish Chandra Sadhukhan Mondal, ii) Smt. Pratima Mondal alias Pratima Sadhukhan Mondal , iii) Sri. Dipankar Mondal alias Dipankar Sadhukhan Mondal , iv) Sri. Rabindra Nath Mondal alias Rabindra Nath Sadhukhan Mondal, v) Smt. Mallika Das and vi) Sri. Subir Kumar Biswas have become the absolute OWNERS in respect of the “Said Property” and/or seizes and possesses the “Said Property” and also mutated their names in the Kolkata Municipal Corporation which is recorded in the **Assessee No. - 110011700032**.

AND WHEREAS the LAND OWNERS have entered into a registered Development Agreement dated 15/06/2023 with the DEVELOPER , **“M/S. P.R. CONSTRUCTION”**, a **Proprietorship Firm**, having its registered office at 41, Behari Lal Ghosh Road, Post Office- Ariadaha, Police Station- Belghoria, Kolkata- 700057, Dist- North 24 Parganas, West Bengal, being represented by its Proprietor namely **SRI. PRASENJIT ROY** , **PAN - ASWPR0008H** , **Aadhaar no.- 2595 3545 1920** , **MOBILE No.- 8777014689**, son of Sri. Pradip Roy, by Faith – Hindu, by Nationality- Indian, by Occupation- Business, residing at 41, Behari Lal Ghosh Road, Post Office- Ariadaha, Police Station- Belgharia, Kolkata- 700057, Dist- North 24 Parganas, West

Bengal., and the said Development Agreement was registered at the office of the Additional District Sub Registrar at Cossipore Dum Dum, North 24 Parganas and the same is was recorded in the said office in Book No. - I, Volume No. 1506-2023, Pages from 180258 to 180300, Being No. 150606232 for the year 2023. AND the LAND OWNERS have also entered into a Development Power of Attorney on the even dated 15/06/2023 represented by their constituted Attorney **M/S. P.R. CONSTRUCTION**, a Proprietorship Firm, having its registered office at 41, Behari Lal Ghosh Road, Post Office- Ariadaha, Police Station- Belgharia, Kolkata - 700057, District : North 24-Parganas, West Bengal, being represented by its Proprietor namely **SRI PRASENJIT ROY, PAN - ASWPR0008H, AADHAAR No.- 259535451920, MOBILE No.- 8777014689**, son of Sri Pradip Roy, by Faith – Hindu, by Nationality - Indian, by Occupation - Business, residing at 41, Behari Lal Ghosh Road, Post Office - Ariadaha, Police Station - Belgharia, Kolkata - 700057, District : North 24-Parganas, West Bengal, as the **“DEVELOPER”** and the said Development Power of Attorney was registered at the office of the Additional District Sub Registrar at Cossipore Dum Dum, North 24 Parganas and the same was recorded in the said office in Book No. I, Volume No. 1506 – 2023, Pages from 180301 to 180319, being No. 150606246 for the year 2023.

AND WHEREAS the said **DEVELOPERS** has agreed with the **LAND OWNERS** to get the “Said Property” or on part thereof developed as per plan sanctioned by the Kolkata Municipal Corporation and entered into a Development Agreement dated 15.06.2023 under certain terms, conditions, covenants and considerations thereto which

was registered at the office of the Additional District Sub Registrar at Cossipore Dum Dum, North 24 Parganas and the same is was recorded in the said office in Book No. - I, Volume No. 1506-2023, Pages from 180258 to 180300, Being No. 150606232 for the year 2023.

AND WHEREAS in terms of Agreement for Development Power of Attorney has also been executed and registered on 15.06.2023 was registered at the office of the Additional District Sub Registrar at Cossipore Dum Dum, North 24 Parganas and the same was recorded in the said office in Book No. I, Volume No. 1506 – 2023, Pages from 180301 to 180319, being No. 150606246 for the year 2023 and the **DEVELOPER** constructed a building as per building sanction plan no. 2023010141, dated 10.01.2024 sanctioned by the Kolkata Municipal Corporation under Ward No. 01 , Borough No. – I.

AND WHEREAS in terms of the said Development Agreement the Developer has become sufficiently entitled to ALL THAT the self contained residential flat in the lying on ___ Floor , Flat – ___ measuring a Super Built Up area of _____ Sq. Ft. more or less which include 25 % Super Built Up area of _____ side containing (____) _____ Bed Rooms, (____) _____ Dining cum Drawing, (____) _____ Kitchen, (____) _____ Toilets, (____) _____ Balcony having tiles flooring in the said building **TOGETHER WITH** proportionate share in land of the Premises No. 3, Rajendra Nath Roy Chowdhury Lane, P.O. - Baranagar, P.S.- Cossipore, Kolkata- 700036. **AND TOGETHER WITH** all other rights, liberties, easement appertaining thereto which is more particularly described in the **THIRD SCHEDULE** written hereunder and hereinafter for the sake of brevity referred to as the “Said Flat”

from the Developer's Allocation and the Developer herein proposed to sell, transfer, assign and assure the "Said Flat" of and for a consideration of **Rs. _____/- (Rupees _____) only.**

AND WHEREAS the **PURCHASER** has agreed to purchase the "Said Flat" at and for a sum of **Rs. _____/- (Rupees _____) only** under certain terms conditions, consideration.

AND WHEREAS the **OWNERS/VENDORS/Developer** have jointly and severally represented that the said flat is free from all encumbrances, lien, charges, accusation, requisition, charges whatsoever and the **PURCHASER** believing the same to be true and acting on good faith agreed to purchase the "**Said Flat**".

AND WHEREAS the **PURCHASER** has already inspected all the documents and papers related to the right, title and interest of the DEVELOPER and the OWNERS and after being fully satisfied therewith decided to enter into this agreement and covenants not to raise any question or objection or make any requisition of the title with regard to the same.

AND WHEREAS the parties herein have now decided to enter into an Agreement incorporating the terms, conditions, considerations and stipulations agreed upon by and between the parties.

NOW THIS INDENTURE WITNESSETH AND IT IS HEREBY MUTUALLY AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:-

- 1) That the total super built area of the residential flat is 834 sq. ft. be the same a little more or less. The consideration of the 'Said Flat' is **Rs. _____/- (Rupees _____) only.**

- 2) That on or before the execution of this agreement the PURCHASERS have paid a sum of Rs. _____ Only through DD / Cheque with DD / Cheque No. _____ and dated _____ which amount is duly acknowledged and admitted to have been received by the DEVELOPER as earnest money and the balance amount shall be paid in the following manner. Balance amount _____ delivery of possession.

- 3) That the Agreement shall be deemed to have commenced on and with effect from _____ day of _____ 2023.

- 4) That the possession of the residential flat shall be given by the DEVELOPER, from the Developer's Allocation to the PURCHASERS after the said building is ready for occupation within 30 months from the date of plan sanction from Kolkata Municipal Corporation SUBJECT to Force Majure / Act of God and it is regard the completion Certificate issued by the Architect shall be final, conclusive ad binding on the PURCHASERS. That the DEVELOPER is duty bound to obtain Completion Certificate from the Kolkata Municipal Corporation at its own cost and expenses.

- 5) That simultaneously with the execution of the deed of conveyance and delivery of possession of the said flat in the new

building to be constructed unto and in favour of the Second Party of the Second Party shall stand determined and totally extinguished. But till and until the Deed of Conveyance in respect of the residential portion is registered and possession of the "Said Flat" is delivered unto the Purchaser/Second Party SUBJECT TO full payment.

- 6) That if the PURCHASERS and DEVELOPER shall fails to make payment in terms of this agreement then 12 % interest shall be charged from the date of failing instalment.
- 7) That DEVELOPER shall be liable to bring the electric meter connection for the PURCHASERS of the Said Flat' before possession. The purchaser pay to the Developer Rs. _____/- (Rupees _____ Thousand) installed electric meter at their own cost and expenses.
- 8) THE PURCHASERS HEREBY COVENANTS WITH THE OWNER AS FOLLOWS:
 - a) Not to cause any objection or hindrance in relation to the electric meter or its connection installed within the commercial space.
 - b) Not to make obstruction or interference with the free ingress to and egress to and from the said building or the "Said property".
- 9) That the PURCHASERS shall not decorate the exterior of the said building or side spaces or front elevation of the building otherwise than the manner agreed upon by the **DEVELOPER** in writing.

- 10) That the **PURCHASERS** shall pay all proportionate cost and expenses of the maintenance charges fixed by them by creating own flat owners committee expenses that may be required for the purpose of upkeep of the flat owners area in the building.
- 11) That any notice to be served the **PURCHASERS** contemplated under the agreement shall be deemed to have been served if sent by "Speed Post" under certificate of posting at his address specified above unless otherwise provided for herein before .

EXTRAS AND DEPOSITS:-

In addition to the amounts mentioned herein above, the PURCHASER shall also bear

- a) The stamp duty, registration fee and other miscellaneous expenses in this agreement, and other documents, if any to be executed in pursuance thereof.
- b) The PURCHASER shall also pay the G.S.T. to the DEVELOPER for the said flat.
- c) The PURCHASERS can use roof as a common area.
- d) That the said flat will be handed over within 24 months from the date of execution of this agreement for sale, time is the essence of contract.
- e) That if there be any dispute will be settled as per law of land within the Jurisdiction of Kolkata.

**THE FIRST SCHEDULE REFERRED
TO "SAID PROPERTY"**

ALL THAT the piece and parcel of **BASTU** land measuring about **07 Cottah 07 Chhittack 06 Sq. Ft. (498.062 Sq. M)** be the same a

little more or less along with a dilapidated one storied building measuring about **2000 sq. ft. (approx)** together with all common easement rights over the property within the local limits of Kolkata Municipal Corporation under Borough No-1, Ward No- 1, **Assessee No.- 110011700032**, situated at - 3, Rajendra Nath Roy Chowdhury Lane, P.O- Baranagar, P.S.- Cossipore, Kolkata- 700036. Which is butted and bounded in the following :-

ON THE NORTH : Premises No.- 3C, Rajendra Nath Roy Chowdhury Lane.

ON THE SOUTH : By 4.010 M wide KMC Road namely Rajendra Nath Roy Chowdhury Lane.

ON THE EAST : By Premises 4, Rajendra Nath Roy Chowdhury Lane

ON THE WEST : 3.125 M wide Common Passage.

SECOND SCHEDULE ABOVE REFERRED TO

(said flat)

ALL THAT the self contained residential flat on the ____ Floor, Flat No. _____, _____ side of the Said Property more particularly described in the Second Schedule measuring about ____ sq.ft. including Super Built Up area consisting of (____) ____ Bed Rooms, (____) _____ Dining cum Drawing, (____) ____ Kitchen, (____) _____ Toilets, (____) _____ Balcony having marble / tiles floor of the 'Said Property' being no. 3, Rajendra Nath Roy Chowdhury Lane, P.O.- Baranagar, P.S.- Cossipore, Kolkata- 700036 under Kolkata Municipal Corporation, under Assessee No.-. 110011700032, Borough No. - 1. Ward No. 01 , District Kolkata , within Jurisdiction of Additional District Sub Registration Office Cossipore Dum Dum, North 24 - Parganas together with undivided share of the flat and all other common rights, liberties easements attached therewith with all other common rights, liberties easements attached therewith.

THE THIRD SCHEDULE
(The Common Areas)

1. **AREAS :** -
 - a) Open and / or covered paths and passages ;
 - b) Pump room , electric meter room .
 - c) Common tap water .
2. **WATER AND PLUMBING :** Water reservoirs , water tank , water pipes
3. **ELECTRICAL INSTALLATIONS :**
 - a) Wiring and accessories for lighting of Common Areas :
 - b) Pumps and motors ;
4. **DRAINS :** Drains , sewers , pipes and septic tanks ;
5. Ground Floor Common toilet only for usage of shop owners. A
6. Lift.

THE FOURTH SCHEDULE
(The Common Expenses)

1. **MAINTENANCE :** All costs for upkeep and maintaining operating replacing while washing, painting, decorating, re-decorating, re-building, re-constructing, lighting and renovating the common areas, walls of the said building.
2. **OPERATION :** All expenses for running and operating all machinery, equipments and installing comprised in the Common Areas, pumps, lights of the common areas and other common installations, including their license fees taxes and other levies (if any) for shop Owner's area in ground Floor.

THE FIFTH SCHEDULE REFERRED TO
(Specification)

1. BUILDING: the Building structure R.C.C. column, beam, roof, tie-beam, pillar as per structural design approved by the competent authority out side brick wall 8 thickness. Inside partition wall 5' and 3' as per Engineer as per Engineer direction.

2. FLOORING : Vitrified standard tiles (**2' X 2' size**) with **6''** skirting on all side of the flats and Marble finish on the staircase, stair landing and lobby.

3. TOILET : Coloured glazed wall tiles (**size 15cm X 10cm or size 18cm X 12cm**) up to **7'** height from the floor, **Anti-skid tiles** flooring, concealed P.V.C. pipe lines (**Supreme or Astral**) , **1 (One) 2 in 1 mixture** tap connection with **1 (One) over head shower** in common toilet and **1 (One) commode shower** connection in common toilet of each flats. **2 (Two) plain bib cock** connection in the attached toilet of each flats. **1 (One) 20'' X 16'' white basin (Parryware or Essco)** will be provided in each of the flats with **1 (One) Pillar cock** connection. **1 (One) washing machine** connection will be provided in each of the flats. **2 (Two) E.W.C. commode set (Parryware or Essco)** will be provided in each of the flats. All above mentioned C.P. fittings will be of standard brand like **Essco or Parryware**. **1 (One) Gyser** connection will be provided in each of the flats.

4. WINDOWS : Sliding type anodized aluminum window with Glass panes. Aluminum sliding will be of two track or three track as per the size of the window. **1 (One) louver type window** in all toilets of each flats.

5. DOORS / FRAME : All door frames will be of good quality **Sal Wood**. Main door of each flats will be of **1.5 inches thickness standard Wooden Door** with **Handle Lock and 6'' SS Tower Bolt**. All other doors of each flats will be of **Plain Flush Door laminated with quality sunmica** finish fitted with standard **12'' SS Has Bolt and 6'' SS Tower Bolt**. Toilet doors will be made by standard **P.V.C. Sheet door**.

6. WATER SUPPLY : Water supply with motor pump (**Crompton / Kirloskar**) to over head reservoir / tank and delivery there from to individual flat and one common municipal tap water connection on the ground floor for all person residing in the same building

7. ELECTRIC : All electrical wiring in concealed lines (**Finolex / Polycab**) with standard quality electrical accessories of semi - moduler switch boards like **Pritam / Oreva / Anchor. 1 (One) TV point, 1 (One) foot lamp point in each bedrooms, 1 (One) Gyser point, 1 (One) washing machine point, 1 (One) A.C. point** and **1 (One) Mixture and Microwave point** in each flat. There will be total **25 electrical points** for **2BHK flats. 6 Nos.** of switches of **16 Amp** and rest of the switches will be **6 Amp**. Common electric light points will be provided in all the staircase and lift lobby. All electrical wiring from the respective flats will be adjacent to electric meter room on the ground floor along with separate electrical isolators. Main line wire will be of 4 mm or 6 mm wire as per electric load requirement recommended by the K.M.C. Engineer.

8. KITCHEN: Specious **8' (more or less)** Cooking platform with **Black stone and Green polish marble stone** finished with standard **Stainless Steel Sink measuring 20" X 17"** with **Swan Neck Sink Cock**, Wall tiles (**size 15cm X 10cm or size 18cm X 12cm**) up to **4'** height from Cooking platform. **1 (One) Bib Cock** will be provided under the sink.

9. M.S. Grill in windows, railing in balcony up to **3'** height from the floor level and railing upon the staircase up to **3'** height from the floor level.

10. **LOFT** : One Loft will be provided approximate area of **12 sq ft. (4' x 3')**.

11. **LIFT** : Quality **Four passengers** standard quality lift with standard lift room will be provided.

12. **INTERIOR WALL / COATS** : All internal walls to be finished with standard putty.

13. EXTRA WORK : Any extra work other than the standard Schedule shall be charged extra as decided by the DEVELOPER and such amounts shall be deposited the execution of such works.

IN WITNESS WHEREOF the parties hereto have executed these presents on the day, month and year first above written.

SIGNED, SEALED AND DELIVERED by the within named parties at Calcutta city in the presence of:

WITNESS:

1.

For Constituted Attorney

2.

SIGNATURE OF OWNERS/FIRST PARTY

SIGNATURE OF PURCHASERS/
SECOND PARTY

SIGNATURE OF DEVELOPER/
THIRD PARTY

Drafted and Prepared by:

Sujal Dey, Advocate
Bar Association Room No. 9,
High Court, Calcutta
Enrollment No. F/792/786/2019

RECEIVED of and from the within named Purchaser the within mentioned sum of Rs. (Rupees) only as part payment of total consideration money as per memo below :-

M E M O

Ch dt bank amount

1)

Signature of the Developer