

## DEED OF CONVEYANCE

**THIS DEED OF CONVEYANCE** is made on this the ..... Day of Two Thousand and Twenty-Three (2023).

### **BETWEEN**

**(1) SMT. ANJU DAS, (PAN NO- HUWPD6648L) (AADHAAR NO. 895849343743)**, wife of Kamal Krishna Das, by occupation - Housewife, by faith - Hindu, by Nationality - Indian, **(2) SRI PRADIP DAS, (PAN NO- BZXP1108B) (AADHAAR NO. 210757562082)**, son of Late Kamal Krishna Das, by occupation - Self Employed, by faith - Hindu, by Nationality - Indian, **(3) SRI SUDIP DAS, (PAN NO- AUDPD3329A) (AADHAAR NO. 337558787543)**, son of Late Kamal Krishna Das, by occupation - Self Employed, by faith - Hindu, by Nationality - Indian, Sl. No. 1 to 3 are residing at 41, Rastraguru Avenue, P.O. Dum Dum, P.S. Dum Dum at present Nagerbazar, Kolkata - 700028, District - North 24 Parganas, **(4) SMT. REKHA DAS, (PAN NO- HVDPD6119J) (AADHAAR NO. 328471088452)**, wife of Late Kashi Nath Das, by occupation - Housewife, by faith - Hindu, by Nationality - Indian, **(5) SMT. SIPRA SINGH, (PAN NO- NNRPS9093E) (AADHAAR NO. 480391115182)**, wife of Mona Singh and daughter of Late Kashi Nath Das, by occupation - Housewife, by faith - Hindu, by Nationality - Indian, Sl. No. 4 & 5 are residing at 41, Rastraguru Avenue, P.O. Dum Dum, P.S. Dum Dum at present Nagerbazar, Kolkata - 700028, District - North 24 Parganas, **(6) SMT. MILI MAHATO, (PAN NO- EQXPM3166G) (AADHAAR NO. 825755949041)**, wife of Gopal Mahato and daughter of Late Kashi Nath Das, by occupation - Housewife, by faith - Hindu, by Nationality - Indian, residing at 621, Jessore Road, P.O. Dum Dum, P.S. Dum Dum, Kolkata - 700028, District - North 24 Parganas, **(7) SMT. RUBI HALDAR, (PAN NO- AHIPH3737L) (AADHAAR NO. 657637617467)**, wife of Madan Haldar and daughter of Late Kashi Nath Das, by occupation - Service, by faith - Hindu, by Nationality - Indian, residing at 7/1, Marhatta Ditch Lane, P.O. Bagbazar, P.S. Shyampukur, Kolkata - 700003, District - Kolkata, **(8) SMT. ASHOKA DAS, (PAN NO- BWWPD2166H) (AADHAAR NO. 474899262997)**, wife of Late Fatik Chandra Das alias Fatick Das, by occupation - Housewife, by faith - Hindu, by Nationality - Indian, **(9) SRI PRASANTA DAS, (PAN NO- AOKPD0989H) (AADHAAR NO. 471751729700)**, son of Late Fatik

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Chandra Das alias Fatick Das, by occupation - Service, by faith - Hindu, by Nationality - Indian, SL. No. 8 & 9 both residing at 41, Rastraguru Avenue, P.O. Dum Dum, P.S. Dum Dum at present Nagerbazar, Kolkata - 700028, District - North 24 Parganas, **(10) SRI SAMAR DAS, (PAN NO- CQZPD2023H) (AADHAAR NO. 743807678113)**, son of Late Gopal Chandra Das alias Gopal Das, by occupation - Business, by faith - Hindu, by Nationality - Indian, **(11) SRI KHOKAN DAS, (PAN NO- HVBPD8995Q) (AADHAAR NO. 735150104018)**, son of Late Gopal Chandra Das alias Gopal Das, by occupation - Business, by faith - Hindu, by Nationality - Indian, **(12) SRI BABU DAS, (PAN NO- EEJPD6020J) (AADHAAR NO. 211604362537)**, son of Late Gopal Chandra Das alias Gopal Das, by occupation - Business, by faith - Hindu, by Nationality - Indian, **(13) SMT. JAYA DAS, (PAN NO- CAYPD3419E) (AADHAAR NO. 232466680682)**, wife of Rabin Dey and daughter of Late Gopal Chandra Das alias Gopal Das, by occupation - Service, by faith - Hindu, by Nationality - Indian, **(14) MISS SULEKHA DAS, (PAN NO- HVBPD8994R) (AADHAAR NO. 500683736827)**, daughter of Late Gopal Chandra Das alias Gopal Das, by occupation - Service, by faith - Hindu, by Nationality - Indian, SL. Nos. 10 to 14 all are residing at 10/3, Marhatta Ditch Lane, P.O. Bagbazar, P.S. Shyampukur, Kolkata - 700003, District - Kolkata, West Bengal, **(15) SRI SAMIR DAS, (PAN NO- EHUPD4400E) (AADHAAR NO. 237592907982)**, son of Late Gopal Chandra Das alias Gopal Das, by occupation - Service, by faith - Hindu, by Nationality - Indian, residing at 41, Rastraguru Avenue, P.O. Dum Dum, P.S. Dum Dum at present Nagerbazar, Kolkata - 700028, District - North 24 Parganas, hereinafter called and referred to as the "**LANDOWNERS**" (which expression shall unless excluded by or repugnant to the context be deemed to include their heirs, executors, administrators, successors, representatives and assigns) of the **FIRST PART**.

The Owners herein duly represented by **GANAPATI CONSTRUCTION, (PAN NO. AAYFG0698L)**, a partnership firm, having its registered office at 1, Rastraguru Avenue, P.O. & P.S. Dum Dum, Kolkata - 700028, District - North 24 Parganas, being represented by its Partners namely, **(1) SRI DIBYENDU KR DAS (PAN NO. AGSPD1347H) (AADHAAR NO. 316421516761)**, son of Late Sambhu Nath Das, by faith - Hindu, by occupation - Business, by Nationality - Indian, residing at 42/113, Daga Colony, P.O. Motijheel, P.S. Dum Dum, Kolkata - 700074, District - North 24 Parganas, **(2) SRI JAGRICK DAS (PAN NO. BWEPD1577J)**

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**(AADHAAR NO. 448190663186)**, son of Sri Tapas Kumar Das, by faith – Hindu, by occupation – Business, by Nationality – Indian, residing at A-17, Pulin Avenue, Malancha, P.S. Dum Dum, P.O. Rajbari Colony, Kolkata – 700081, District – North 24 Parganas and **(3) SMT. PUTUL RANI SHIL (PAN NO. DNFPS6868M) (AADHAAR NO. 340843026733)**, daughter of Late Gopal Chandra Shil and wife of Late Shuklal Shil, by faith – Hindu, by occupation – Business, by Nationality – Indian, residing at 284, Private Road, P.O. Motijheel, P.S. Dum Dum, Kolkata – 700074, District – North 24 Parganas, by virtue of Development Power of Attorney on 17<sup>th</sup> Day of November, 2022, which was registered in the office of the Additional District Sub Registrar at Cossipore, Dum Dum and recorded in Book – I, Volume Number 1506-2022, Page from 513410 to 513442, **Being No. 150614959 for the year 2022.**

**AND**

**GANAPATI CONSTRUCTION, (PAN NO. AAYFG0698L)**, a partnership firm, having its registered office at 1, Rastraguru Avenue, P.O. & P.S. Dum Dum, Kolkata – 700028, District – North 24 Parganas, being represented by its Partners namely, **(1) SRI DIBYENDU KR DAS (PAN NO. AGSPD1347H) (AADHAAR NO. 316421516761)**, son of Late Sambhu Nath Das, by faith – Hindu, by occupation – Business, by Nationality – Indian, residing at 42/113, Daga Colony, P.O. Motijheel, P.S. Dum Dum, Kolkata – 700074, District – North 24 Parganas, **(2) SRI JAGRICK DAS (PAN NO. BWEPD1577J) (AADHAAR NO. 448190663186)**, son of Sri Tapas Kumar Das, by faith – Hindu, by occupation – Business, by Nationality – Indian, residing at A-17, Pulin Avenue, Malancha, P.S. Dum Dum, P.O. Rajbari Colony, Kolkata – 700081, District – North 24 Parganas and **(3) SMT. PUTUL RANI SHIL (PAN NO. DNFPS6868M) (AADHAAR NO. 340843026733)**, daughter of Late Gopal Chandra Shil and wife of Late Shuklal Shil, by faith – Hindu, by occupation – Business, by Nationality – Indian, residing at 284, Private Road, P.O. Motijheel, P.S. Dum Dum, Kolkata – 700074, District – North 24 Parganas, hereinafter called as the **"DEVELOPER/CONFIRMING PARTY"** (which terms or expression shall unless excluded by or repugnant to the contexts be deemed to mean include their heirs, executors, administrators, legal representatives and assigns) of the **SECOND PART.**

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**AND**

[ if the Allottee is a company]

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

[ OR ]

[if the Allottee is a Partnership]

\_\_\_\_\_ a partnership firm registered under the Indian Partnership Act, 1932 having its principal place of business at \_\_\_\_\_ PAN No. \_\_\_\_\_, represented by its authorized partner \_\_\_\_\_ (Aadhaar No. \_\_\_\_\_) duly authorized vide \_\_\_\_\_ hereinafter referred to as the "Allottee" (which expression shall unless repugnant to the context or meaning thereof he deemed to mean and include the partners or partner for the time being of the said firm, the survivor or survivors of them and their heirs, executors and administrators of the last surviving partner and his/her/their assigns).

[ OR ]

[if the Allottee is an Individual]

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

[ OR ]

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[ if the Allottee is a HUF]

Mr. \_\_\_\_\_ (Aadhaar No. \_\_\_\_\_) son of \_\_\_\_\_ aged about \_\_\_\_\_ for self and as the Karta of the Hindu Joint Mitakshara Family known as HUF, having its place of business / residence at \_\_\_\_\_ (PAN No. \_\_\_\_\_) hereinafter referred to as the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean the members or member for the time being of the said HUF, and their respective heirs, executors, administrators and permitted assigns) of the **THIRD PART**.

**WHEREAS :**

- A. One Smt. Nanda Rani Sarkar (since deceased), wife of Late Bijoy Chandra Sarkar of 170, Rastraguru Avenue, P.S. Dum Dum, Kolkata – 700074, became the absolute owner and possessor of ALL THAT piece or parcel of land measuring an area of 4 Cottah, 4 Chittack, 11.25 Sq. Ft. more or less, lying and situated at Mouza – Dum Dum House, J.L. No. 19, R.S. No. 237, Touzi No. 1970/2834, comprised in C.S. Khatian No. 44, C.S. Dag No. 506, P.S. Dum Dum, District 24 Parganas at present North 24 Parganas, within the limits of the South Dum Dum Municipality, within the jurisdiction of S.R.O. Cossipore, Dum Dum, by virtue of a registered Bengali Chirasthai Bandabasta Patra on 18.05.1935, duly registered before S.R.O. Cossipore, Dum Dum and recorded in Book No. 1, Volume No. 26, Pages from 155 to 159, Being No. 1615 for the year 1935 from Kali Prasanna Roy Chowdhury and others.
- B. By virtue of the aforesaid Chirasthai Bandabasta Patra, the said Nanda Rani Sarkar (Since deceased) became the absolute Owner and possessor of ALL THAT aforesaid piece and parcel of a plot of land measuring an area of 4 Cottah, 4 Chittack, 11.25 Sq. Ft. more or less and mutated her name to the South Dum Dum Municipality and also constructed structure thereon and at the time of enjoying the same by paying all the taxes, the said Nanda Rani Sarkar (since deceased) also became the absolute Owner of ALL THAT piece or parcel of land measuring an area of 1 Cottah, 3 Chittack more or less lying and situated at Mouza – Dum Dum House, J.L. No. 19, R.S. No. 237, Touzi

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No. 1970/2834, comprised in C.S. Khatian No. 44, C.S. Dag No. 506, P.S. Dum Dum, District 24 Parganas at present North 24 Parganas, within the limits of the South Dum Dum Municipality, within the jurisdiction of S.R.O. Cossipore, Dum Dum, by virtue of a registered Bengali Chirasthai Bandabasta Patra on 30.10.1954, duly registered before S.R.O. Cossipore, Dum Dum and recorded in Book No. 1, Volume No. 19, Pages from 89 to 91, Being No. 5846 for the year 1954 from Upendra Kumar Dutta alias Umendra Kumar Dutta.

- C. At the time of enjoying the aforesaid properties measuring an area of 5 Cottah, 7 Chittack, 11.25 Sq. Ft. more or less, the name of said Smt. Nanda Rani Sarkar (since deceased) has been recorded at the time of Revisional Settlement under Khatian No. R.S. 340, comprised in R.S. Dag No. 506/732 and 598/732 in respect of the aforesaid plot of land measuring an area of 5 Cottah 7 Chittack 11.25 Sq. Ft. more or less but as per physical measurement 5 Cottah 7 Chittack.
- D. At the time of enjoying the aforesaid plot of land measuring 5 Cottah 7 Chittack more or less, the said Smt. Nanda Rani Sarkar (since deceased) mutated her name to the South Dum Dum Municipality under Holding No. 170, Rastraguru Avenue and constructed two numbers two storied building and one R.T. shed thereon and also mutated her name in the records of the concerned office of the B.L.&L.R.O. under L.R. Khatian No. 865 comprised in L.R. Dag No. 1290, 1291 & 1292 and enjoyed the same by paying all the rents and taxes to the proper authorities.
- E. While enjoying the aforesaid properties measuring 5 Cottah 7 Chittack more or less, the said Smt. Nanda Rani Sarkar (since deceased) executed a Deed of Settlement on 25.05.1984 and registered on 28.05.1984 at S.R.O. Cossipore, Dum Dum and recorded in Book No. 1, Volume No. 12, Pages from 119 to 132, Being No. 3160 for the year 1984 in favour of her nephews Sri Kamal Krishna Das, Sri Kashi Nath Das, Sri Fatik Chandra Das & Sri Gopal Chandra Das and also demarcating the four numbers separate plot mentioned in the Lot - A, Lot - B, Lot - C and Lot - D marked with Red, Yellow, Green and Chocolate colour.

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F. Be it mentioned here the said Nanda Rani Sarkar died on 26.11.1988 and as per terms and conditions of the aforesaid Deed of Settlement all the above beneficiaries became the absolute Owners and possessors of the aforesaid demarcated plots.

G. By virtue of the said Deed of Settlement, the said Sri Kamal Krishna Das became the absolute Owner and possessor of the plot of land mentioned in the Schedule – A Part – I hereunder written and during his life time he has mutated his name to the South Dum Dum Municipality under Holding No. 311, Rastraguru Avenue and while enjoying the same the said Kamal Krishna Das died intestate on 18.06.2007 leaving behind his surviving wife and sons namely Smt. Anju Das, Sri Pradip Das and Sri Sudip Das respectively, the Owner Nos. 1 to 3 herein as his only legal heirs and successors in respect of the Schedule – A, Part – I property as per Hindu Succession Act, 1956 and since then the said Smt. Anju Das, Sri Pradip Das and Sri Sudip Das became the absolute joint Owners and possessors of ALL THAT piece or parcel of a plot of land measuring an area of 1 (One) Cottah 5 (five) Chittack 0 (zero) Sq. Ft. equivalent to 945 Sq. Ft. more or less together with old dilapidated two storied building measuring total covered area 800 Sq. Ft. more or less together with out of which Ground Floor measuring 400 Sq. Ft. and First Floor measuring 400 Sq. Ft. more or less, lying and situated at Mouza – Dum Dum House, J.L. No. 19, R.S. No. 237, Touzi No. 1070/2834, Rayat Dakhalkar Basat Satiya land under Khatian No. C.S. 44 corresponding to R.S. Khatian No. 340, L.R. Khatian No. 865, comprised in C.S. Dag No. 506 corresponding to R.S. Dag Nos. 506/732 and 598/732, L.R. Dag Nos. 1290,1291, 1292, Scheme Plot No. LOT – 'A', being Holding No. 311, Rastraguru Avenue, Kolkata – 700028, within the jurisdiction of Dum Dum Police Station, within the local limits of South Dum Dum Municipality, Ward No. 8, under Additional District Sub Registration Office at Cossipore, Dum Dum in the District of North 24 Parganas, particularly mentioned and described in the Schedule – A Part – I hereunder written.

H. By virtue of the aforesaid Deed of Settlement, the said Sri Kashi Nath Das became the absolute owner and possessor of ALL THAT piece or parcel of a plot of land measuring an area of 1 (one) Cottah 2 (two) Chittack 1 (one) Sq.

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Sri Sudip Das

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Ft. equivalent to 811 Sq. Ft. more or less together with Ground Floor measuring covered area 400 Sq. Ft. more or less out of the two storied building (together with proportionate Ownership right on land), lying and situated at Mouza – Dum Dum House, J.L. No. 19, R.S. No. 237, Touzi No. 1070/2834, Rayat Dakhalkar Basat Satiya land under Khatian No. C.S. 44 corresponding to R.S. Khatian No. 340, L.R. Khatian No. 865, comprised in C.S. Dag No. 506 corresponding to R.S. Dag Nos. 506/732 and 598/732, L.R. Dag Nos. 1290,1291, 1292, Scheme Plot No. LOT – 'B', being Holding No. 308, Rastraguru Avenue, Kolkata – 700028, within the jurisdiction of Dum Dum Police Station, within the local limits of South Dum Dum Municipality, Ward No. 8, under Additional District Sub Registration Office at Cossipore, Dum Dum in the District of North 24 Parganas and at the time of enjoying the same the said Kashi Nath Das died intestate on 15.08.2014 leaving behind his only wife and three daughters namely Smt. Rekha Das, Smt. Sipra Singh, Smt. Mili Mahato and Smt. Rubi Haldar respectively, the Owner Nos. 4 to 7 herein as his legal heirs and successors in respect of his aforesaid property as per Hindu Succession Act, 1956 and at the time enjoying the same the Owner Nos. 4 to 7 herein mutated their names in the same holding no. 308, Rastraguru Avenue and enjoying the same by paying all the taxes to the proper authorities, particularly mentioned and described in the Schedule – A Part – II hereunder written.

- I. By virtue of the aforesaid Deed of Settlement, the said Sri Fatik Chandra Das alias Fatick Das, became the absolute Owner and Possessor of ALL THAT piece or parcel of a plot of land measuring an area of 1 (one) Cottah 6 (six) Chittack 6 (six) Sq. Ft. equivalent to 996 Sq. Ft. more or less together with North-East portion of Ground Floor measuring covered area 200 Sq. Ft. more or less and portion of First Floor measuring covered area 400 Sq. Ft. out of the two storied building (together with proportionate Ownership right on land), lying and situated at Mouza – Dum Dum House, J.L. No. 19, R.S. No. 237, Touzi No. 1070/2834, Rayat Dakhalkar Basat Satiya land under Khatian No. C.S. 44 corresponding to R.S. Khatian No. 340, L.R. Khatian No. 865, comprised in C.S. Dag No. 506 corresponding to R.S. Dag Nos. 506/732 and 598/732, L.R. Dag Nos. 1290,1291, 1292, Scheme Plot No. LOT – 'D', being



Holding No. 310, Rastraguru Avenue, Kolkata – 700028, within the jurisdiction of Dum Dum Police Station, within the local limits of South Dum Dum Municipality, Ward No. 8, under Additional District Sub Registration Office at Cossipore, Dum Dum in the District of North 24 Parganas and at the time of enjoying the same the said Fatik Chandra Das alias Fatick Das died intestate on 27.12.2009 leaving behind his only wife and one son namely Smt. Ashoka Das and Sri Prasanta Das respectively, the Owner Nos. 8 & 9 herein as his legal heirs and successors in respect of his aforesaid property as per Hindu Succession Act, 1956 and at the time enjoying the same the Owner Nos. 8 & 9 herein mutated their names in the same holding no. 310, Rastraguru Avenue and enjoying the same by paying all the taxes to the proper authorities, particularly mentioned and described in the Schedule – A Part – III hereunder written.

- J. By virtue of the aforesaid Deed of Settlement, the said Sri Gopal Chandra Das alias Gopal Das, became the absolute Owner and Possessor of the plot of land mentioned in the Schedule – A Part – IV hereunder written and during his life time he has mutated his name to the South Dum Dum Municipality under Holding No. 309, Rastraguru Avenue and while enjoying the same the said Gopal Chandra Das alias Gopal Das died intestate on 21.09.2000 leaving behind his four sons and two married daughter namely Sri Samar Das, Sri Khokan Das, Sri Babu Das, Sri Samir Das, Smt. Jaya Das and Miss Sulekha Das respectively, the Owner Nos. 10 to 15 herein as his only legal heirs and successors in respect of the Schedule – A Part – IV property as per Hindu Succession Act, 1956 and since then the Owner Nos. 10 to 15 herein are the absolute Owners and possessors of ALL THAT piece or parcel of a plot of land measuring an area of 1 (one) Cottah 3 (three) Chittack more or less together with R.T.S. measuring 500 Sq. Ft. more or less, lying and situated at Mouza – Dum Dum House, J.L. No. 19, R.S. No. 237, Touzi No. 1070/2834, Rayat Dakhalkar Basat Satiya land under Khatian No. C.S. 44 corresponding to R.S. Khatian No. 340, L.R. Khatian No. 865, comprised in C.S. Dag No. 506 corresponding to R.S. Dag Nos. 506/732 and 598/732, L.R. Dag Nos. 1290,1291, 1292, Scheme Plot No. LOT – 'C', being Holding No. 309, Rastraguru Avenue, Kolkata – 700028, within the jurisdiction of Dum Dum

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Police Station, within the local limits of South Dum Dum Municipality, Ward No. 8, under Additional District Sub Registration Office at Cossipore, Dum Dum in the District of North 24 Parganas, particularly mentioned and described in the Schedule – A Part – IV hereunder written. Be It mentioned here that the wife of Gopal Chandra Das alias Gopal Das predeceased to him.

- K. Due to better use, enjoyment and performance of the lands the Owners herein have jointly decided to amalgamate their adjacent aforesaid respective four plots/holdings of land and converted into a single holding / plot and by virtue of a Deed of Amalgamation executed on 04.08.2022 and registered on 08.08.2022, duly registered before the A.D.S.R.O. Cossipore, Dum Dum and recorded in Book No. 1, Volume No. 1506-2022, Pages from 387947 to 387989, Being No. 150610391 for the year 2022, the Owners herein have amalgamated the said respective four holdings / plots of land and converted into one single holding / plot of land which is morefully and particularly described in the Schedule – A Part – V hereunder written. The Owners herein have also obtained Amalgamated Holding No. 311, Rastraguru Avenue, Kolkata – 700028 from the concerned South Dum Dum Municipality.

Thus, the Owners herein became the joint owners of ALL THAT piece or parcel of a plot of land measuring an area of 5 (Five) Cottah, 7 (Seven) Chittack more or less (including the private passage in between the said Four Holdings measuring 6 Chittack, 38 Sq. Ft.) together with old dilapidated two nos. two storied building total measuring covered area 1800 Sq. Ft. more or less out of which Ground Floor measuring 1000 Sq. Ft. and First Floor measuring 800 Sq. Ft. more or less and R.T.S. thereon measuring 500 Sq. Ft., lying and situated at Mouza – Dum Dum House, J.L. No. 19, R.S. No. 237, Touzi No. 1070/2834, Rayat Dakhalkar Basat Satiya land under Khatian No. C.S. 44 corresponding to R.S. Khatian No. 340, L.R. Khatian No. 865, comprised in C.S. Dag No. 506 corresponding to R.S. Dag Nos. 506/732 and 598/732, L.R. Dag Nos. 1290,1291, 1292, being Holding Nos. 311, 308, 310 and 309, Rastraguru Avenue, Kolkata – 700028, being amalgamated Holding No. 311, Rastraguru Avenue, Kolkata – 700028, within the jurisdiction of Dum Dum Police Station, within the local limits of South Dum Dum Municipality, Ward No. 8, under Additional District Sub Registration Office at Cossipore,

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Dum Dum in the District of North 24 Parganas, particularly mentioned and described in the Schedule – A Part – V hereunder written and are now seized and possessed of and/or otherwise well and sufficiently entitled to the said property and enjoyed the same peacefully, freely, absolutely and without any interruptions from any corners together with rights to sell, transfer the same to any intending buyer or buyers at any consideration or under any terms and conditions as the Owners shall think fit and proper.

- M. The said Owner herein decided to construct a building on the said land as per plan to be obtained from the South Dum Dum Municipality after demolition of the existing building standing thereon and accordingly the said Owner herein entered into a registered Development Agreement dated **17<sup>th</sup> Day of November, 2022** with **GANAPATI CONSTRUCTION, (PAN NO. AAYFG0698L)**, a partnership firm, having its registered office at 1, Rastraguru Avenue, P.O. & P.S. Dum Dum, Kolkata – 700028, District – North 24 Parganas, being represented by its Partners namely, **(1) SRI DIBYENDU KR DAS (PAN NO. AGSPD1347H) (AADHAAR NO. 316421516761)**, son of Late Sambhu Nath Das, by faith – Hindu, by occupation – Business, by Nationality – Indian, residing at 42/113, Daga Colony, P.O. Motijheel, P.S. Dum Dum, Kolkata – 700074, District – North 24 Parganas, **(2) SRI JAGRICK DAS (PAN NO. BWEPD1577J) (AADHAAR NO. 448190663186)**, son of Sri Tapas Kumar Das, by faith – Hindu, by occupation – Business, by Nationality – Indian, residing at A-17, Pulin Avenue, Malancha, P.S. Dum Dum, P.O. Rajbari Colony, Kolkata – 700081, District – North 24 Parganas and **(3) SMT. PUTUL RANI SHIL (PAN NO. DNFPS6868M) (AADHAAR NO. 340843026733)**, daughter of Late Gopal Chandra Shil and wife of Late Shuklal Shil, by faith – Hindu, by occupation – Business, by Nationality – Indian, residing at 284, Private Road, P.O. Motijheel, P.S. Dum Dum, Kolkata – 700074, District – North 24 Parganas as Developer i.e. the Developer herein for the development of the said property under certain terms & conditions as the Developer shall think, fit and proper and the same was duly registered before the office of the Additional District Sub Registrar at Cossipore, Dum Dum and recorded in Book No. 1, Volume

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*Sri Dibyendu Kr Das*

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*Sri Jagrick Das*

*Jagrit Das*

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No. 1506-2022, Pages from 510019 to 510065, Being No. 12163 for the year 2022.

N. By a registered Development Power of Attorney dated **17<sup>th</sup> Day of November, 2022**, the said Owners herein have appointed **GANAPATI CONSTRUCTION, (PAN NO. AAYFG0698L)**, a partnership firm, having its registered office at 1, Rastraguru Avenue, P.O. & P.S. Dum Dum, Kolkata – 700028, District – North 24 Parganas, being represented by its Partners namely, **(1) SRI DIBYENDU KR DAS (PAN NO. AGSPD1347H) (AADHAAR NO. 316421516761)**, son of Late Sambhu Nath Das, by faith – Hindu, by occupation – Business, by Nationality – Indian, residing at 42/113, Daga Colony, P.O. Motijheel, P.S. Dum Dum, Kolkata – 700074, District – North 24 Parganas, **(2) SRI JAGRICK DAS (PAN NO. BWEPD1577J) (AADHAAR NO. 448190663186)**, son of Sri Tapas Kumar Das, by faith – Hindu, by occupation – Business, by Nationality – Indian, residing at A-17, Pulin Avenue, Malancha, P.S. Dum Dum, P.O. Rajbari Colony, Kolkata – 700081, District – North 24 Parganas and **(3) SMT. PUTUL RANI SHIL (PAN NO. DNFPS6868M) (AADHAAR NO. 340843026733)**, daughter of Late Gopal Chandra Shil and wife of Late Shuklal Shil, by faith – Hindu, by occupation – Business, by Nationality – Indian, residing at 284, Private Road, P.O. Motijheel, P.S. Dum Dum, Kolkata – 700074, District – North 24 Parganas as her lawful attorney to act behalf of her and the same was duly registered with the office of the Additional District Sub Registrar at Cossipore, Dum Dum and recorded in Book – I, Volume Number 1506-2022, Page from 513410 to 513442, **Being No. 150614959 for the year 2022.**

O. Thereafter as per terms and conditions of Development Agreement and Development Power of Attorney the Developer herein constructed Ground plus ..... storied Building according to the sanctioned Plan being Plan No. 874 dated 06.04.2023 issued by the Dum Dum Municipality upon the said piece and parcel of land measuring about 5 (Five) Cottah, 7 (Seven) Chittack more or less morefully and particularly described in the FIRST SCHEDULE hereunder written.

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*Sri Dibyendu Kr Das*

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*Smt. Putul Rani Shil*

*Sri Jagrick Das*

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- P. As per the allocation and/or allotment of Development Agreement dated **17<sup>th</sup> Day of November, 2022**, the developer herein is seized and possessed of or otherwise well and sufficiently entitled the **SECOND SCHEDULE** hereunder written and/or given which is being part and parcel of **FIRST SCHEDULE** hereunder written and/or given and enjoying the right, title and interest thereof.
- Q. The Promoter has registered the Project under the provisions of the Act with the West Bengal Real Estate Regulatory Authority **at KOLKATA on .....** **under registration no. ....**
- R. The Developer herein has declared to sell the residential Flat within Developer's allocation of the said building and the PURCHASER herein getting knowledge about the same, and being desirous to purchase a flat has taken inspection of the documents and being satisfied with the title of the land owner and authority of the developer and also the sanction plan and the construction and agreed to purchase **ALL THAT** one residential **Flat, being** Flat No. ...., on the ..... **Floor (Flooring-\_\_\_\_\_)**, **East** facing of the Ground plus ..... storied Building, measuring an area of ..... **Square Feet super built up area** of the building in complete and habitable condition in all manner whatsoever lying and situated at Mouza – Dum Dum House, J.L. No. 19, R.S. No. 237, Touzi No. 1070/2834, Rayat Dakhalkar Basat Satiya land under Khatian No. C.S. 44 corresponding to R.S. Khatian No. 340, L.R. Khatian No. 865, comprised in C.S. Dag No. 506 corresponding to R.S. Dag Nos. 506/732 and 598/732, L.R. Dag Nos. 1290,1291, 1292, being Holding Nos. 311, 308, 310 and 309, Rastraguru Avenue, Kolkata – 700028, being amalgamated Holding No. 311, Rastraguru Avenue, Kolkata – 700028, within the jurisdiction of Dum Dum Police Station, within the local limits of South Dum Dum Municipality, Ward No. 8, under Additional District Sub Registration Office at Cossipore, Dum Dum in the District of North 24 Parganas hereinafter called and referred to as the **"SAID FLAT"** morefully and particularly mentioned and described in the **SECOND SCHEDULE** hereunder at or for the total price and / or consideration of **Rs. 00,00,000/- (Rupees.....) only** finding the proposal as an acceptable

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one, the competent authority of the developer herein, has decided to sell out the said flat to and in favour of the PURCHASER herein.

- S. By an Agreement for Sale dated ..... the Owner/Vendor herein and the Developer herein have agreed to sell, transfer and convey **ALL THAT** one **Flat, being** Flat No. ...., on the ..... **Floor (Flooring-\_\_\_\_\_)**, **East** facing of the Ground plus Three storied Building measuring an area of ..... **Square Feet super built up area** of the building in complete and habitable condition in all manner whatsoever lying and situated at Mouza – Dum Dum House, J.L. No. 19, R.S. No. 237, Touzi No. 1070/2834, Rayat Dakhalkar Basat Satiya land under Khatian No. C.S. 44 corresponding to R.S. Khatian No. 340, L.R. Khatian No. 865, comprised in C.S. Dag No. 506 corresponding to R.S. Dag Nos. 506/732 and 598/732, L.R. Dag Nos. 1290,1291, 1292, being Holding Nos. 311, 308, 310 and 309, Rastraguru Avenue, Kolkata – 700028, being amalgamated Holding No. 311, Rastraguru Avenue, Kolkata – 700028, within the jurisdiction of Dum Dum Police Station, within the local limits of South Dum Dum Municipality, Ward No. 8, under Additional District Sub Registration Office at Cossipore, Dum Dum in the District of North 24 Parganas morefully and particularly mentioned and described in the **SECOND SCHEDULE** hereunder written **TOGETHER WITH** together with undivided proportionate impartible share and interest in the land which is morefully and particularly mentioned and described in the **FIRST SCHEDULE** hereunder as well as with all other common areas, facilities and amenities attached to and available therewith unto and in favour of the **PURCHASER** herein for the agreed consideration of **Rs. 00,00,000/- (Rupees.....) only** and the same was duly confirmed by the said Developer herein.

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**NOW THIS DEED OF CONVEYANCE WITNESSETH AS FOLLOWS:-**

In Pursuance to the Agreement for Sale dated ..... and in consideration of the payment of sum of **Rs. 00,00,000/- (Rupees.....)** only as the total Consideration paid by the PURCHASER to the Developer herein (receipt whereof the Developer hereby as well as by the memo hereunder written acknowledges and admits and discharge from every part thereof acquit discharges and exonerate the PURCHASER) paid on or before the execution of these presents, the Owner/Vendor and the Developer herein doth hereby sell, transfer and convey unto and in favour of the PURCHASER herein **ALL THAT** one residential **Flat, being** Flat No. ...., on the ..... **Floor (Flooring-\_\_\_\_\_)**, ..... facing of the Ground plus ..... storied Building measuring an area of ..... **Square Feet super built up area** of the building in complete and habitable condition in all manner whatsoever lying and situated at Mouza – Dum Dum House, J.L. No. 19, R.S. No. 237, Touzi No. 1070/2834, Rayat Dakhalkar Basat Satiya land under Khatian No. C.S. 44 corresponding to R.S. Khatian No. 340, L.R. Khatian No. 865, comprised in C.S. Dag No. 506 corresponding to R.S. Dag Nos. 506/732 and 598/732, L.R. Dag Nos. 1290,1291, 1292, being Holding Nos. 311, 308, 310 and 309, Rastraguru Avenue, Kolkata – 700028, being amalgamated Holding No. 311, Rastraguru Avenue, Kolkata – 700028, within the jurisdiction of Dum Dum Police Station, within the local limits of South Dum Dum Municipality, Ward No. 8, under Additional District Sub Registration Office at Cossipore, Dum Dum in the District of North 24 Parganas morefully and particularly mentioned and described in the **SECOND SCHEDULE** hereunder **TOGETHER WITH** undivided proportionate share of **LAND** in the **FIRST SCHEDULE** hereunder and **TOGETHER WITH** other common facilities and amenities and the right in common over the extreme terrace and the other common areas and spaces around the building **TOGETHER WITH ALL** the things permanently attached thereto or standing thereon and all the privileges, easements, profits, advantages, rights and appurtenances whatsoever to the said land and other the premises or any part thereof belonging or anywise appertaining thereto and **ALL** the estate, right, title, interest, use, possession, benefit, claim and demand whatsoever at law or otherwise of the Owner/Vendor to the said piece of land and over the premises hereby conveyed and every part thereof **TO HAVE AND TO HOLD** the same unto and to the use and benefit of the

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M. K. Das

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PURCHASER absolutely and forever, subject to the payment of all rents, rates, taxes, assessments, dues and duties now chargeable and payable and that may become chargeable and payable from time to time hereafter in respect of the same to the Government or any other public body or local authority in respect thereof AND the Owner/Vendor herein and Developer doth hereby covenants with the PURCHASER that:-

1. The Owner/Vendor and the Developer herein now have in themselves good right and full power to convey and transfer by way of sale the said flat and the premises hereby conveyed or intended so to be unto and to the use of the PURCHASER in the manner aforesaid have put the PURCHASER in vacant, peaceful and unencumbered possession.
2. The PURCHASER may from time to time and at all times hereafter peaceably and quietly enter upon, occupy or possess and enjoy the said flat and premises hereby conveyed with their appurtenances, and receive the rents, issues and profits thereof and every part thereof for his own use and benefit without any suit, lawful eviction or interruption, claim and demand whatsoever from or by him the Owner/Vendor and the Developer herein or their heirs or any of them or by any person or persons claiming or to claim, from, under or in trust for them or any of them.
3. The PURCHASER shall hold the said flat free and clear and freely and clearly and absolutely exonerated, and forever released and discharged or otherwise by the Owner/Vendor and the Developer and well and sufficiently saved, defended kept harmless and indemnified of and from and against all former and other estates, titles, charges and encumbrances whatsoever made occasioned and suffered by the Owner/Vendor and the Developer herein or by any other person or persons claiming or to claim by, from, under or in trust for them;
4. The PURCHASER shall be entitled to the rights, benefits and privileges attached to the said flat and appurtenances thereto including the right to the enjoy the common areas (including undivided proportionate interest in land)

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and in common space/s in the building for the use occupation and enjoyment of the said flat as detailed in the **THIRD SCHEDULE** hereunder.

5. The PURCHASER shall be responsible to bear/pay the proportionate share in the common recurring expenses for the purpose of to maintenance, repair, renew, redecoration etc. of the common spaces as detailed in the **FOURTH SCHEDULE** hereunder.
6. The said Flat and /or the said building has been constructed as per the sanctioned plan and as per the specifications as stated in the agreement for sale.
7. The PURCHASER and other co owner shall abide by common restrictions along with the other owner/occupiers of the other units/flats in the building as detailed in the **FIFTH SCHEDULE** hereunder.
8. The PURCHASER shall also be entitled to sell, mortgage, lease or otherwise alienate the property hereby conveyed subject to the terms herein contained to any one without the consent of the Owner/Vendor or any other Co-owner who may have acquired before and who may hereafter acquire any right, title and interest similar to those acquired by the PURCHASER under the terms of this conveyance.
9. The PURCHASER undivided proportionate interest in land is impartible in perpetuity.
10. The Owner/Vendor, Developer/Confirming party and/or any person/s having or claiming any estate, right, title or interest in the said Flat and premises hereby conveyed or any part thereof by, from under or in trust for the Owner/Vendor or their heirs, executors, administrators or any of them shall and will from time to time and at all times hereafter at the request and costs of the PURCHASER do and execute and cause to be done and executed all such further and other lawful acts, deeds, things, whatsoever for better and more perfectly and absolutely granting the said land, and premises and every part thereof hereby conveyed unto and to the use of the PURCHASER in

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manner aforesaid as by the PURCHASER, his heirs, executors or administrators and assigns shall be reasonably required.

11. The PURCHASER shall mutate the Said Flat in his own name and shall pay all such municipal taxes and other impositions that may be charged from time to time, directly to the concerned authority.

**NOTE:**

- i. Singular shall include plural and vice-versa.
- ii. Masculine gender shall include feminine and nature gender and vice-versa.

**THE FIRST SCHEDULE ABOVE REFERRED TO:**  
**(THE SAID PREMISES)**

**Partners** ALL THAT piece or parcel of a plot of land measuring an area of 5 (Five) Cottah, 7 (Seven) Chittack more or less (including the private passage in between the said Four Holdings measuring 6 Chittack, 38 Sq. Ft.) together with old dilapidated two nos. two storied building total measuring covered area 1800 Sq. Ft. more or less out of which Ground Floor measuring 1000 Sq. Ft. and First Floor measuring 800 Sq. Ft. more or less and R.T.S. thereon measuring 500 Sq. Ft., lying and situated at Mouza – Dum Dum House, J.L. No. 19, R.S. No. 237, Touzi No. 1070/2834, Rayat Dakhalkar Basat Satiya land under Khatian No. C.S. 44 corresponding to R.S. Khatian No. 340, L.R. Khatian No. 865, comprised in C.S. Dag No. 506 corresponding to R.S. Dag Nos. 506/732 and 598/732, L.R. Dag Nos. 1290, 1291, 1292, being Holding Nos. 311, 308, 310 and 309, Rastraguru Avenue, Kolkata – 700028, being amalgamated Holding No. 311, Rastraguru Avenue, Kolkata – 700028, within the jurisdiction of Dum Dum Police Station, within the local limits of South Dum Dum Municipality, Ward No. 8, under Additional District Sub Registration Office at Cossipore, Dum Dum in the District of North 24 Parganas, West Bengal and the same is Butted and Bounded as follows:

ON THE NORTH : BY Property of R.K. Dey and others;  
ON THE SOUTH : BY Rastraguru Avenue;

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*Signature*  
*Togud Das.*

**Partners**

ON THE EAST : BY Property of R.N. Mitra;  
ON THE WEST : BY Municipal Drain;

**THE SECOND SCHEDULE ABOVE REFERRED TO**

**(Description of the said Flat)**

**ALL THAT** one residential **Flat, being** Flat No. ...., on the ..... **Floor (Flooring-\_\_\_\_\_)**, ..... facing of the Ground plus ..... storied Building namely "**GANAPATI ENCLAVE**", measuring an area of ..... **Square Feet super built up area** consisting of ..... (.....) Bed Rooms, 1 (One) Drawing-cum-Living Room, 1 (One) Kitchen, ... (.....) Toilet and ..... (.....) Balcony together with common areas, benefits, facilities, amenities and others thereof together with undivided proportionate share of land at Mouza – Dum Dum House, J.L. No. 19, R.S. No. 237, Touzi No. 1070/2834, Rayat Dakhalkar Basat Satiya land under Khatian No. C.S. 44 corresponding to R.S. Khatian No. 340, L.R. Khatian No. 865, comprised in C.S. Dag No. 506 corresponding to R.S. Dag Nos. 506/732 and 598/732, L.R. Dag Nos. 1290,1291, 1292, being Holding Nos. 311, 308, 310 and 309, Rastraguru Avenue, Kolkata – 700028, being amalgamated Holding No. 311, Rastraguru Avenue, Kolkata – 700028, within the jurisdiction of Dum Dum Police Station, within the local limits of South Dum Dum Municipality, Ward No. 8, under Additional District Sub Registration Office at Cossipore, Dum Dum in the District of North 24 Parganas.

**THE THIRD SCHEDULE ABOVE REFERRED TO:**

**(Common Parts and Facilities)**

1. Common facilities and amenities shall include corridor, stairways, passage ways, drive ways pump room, meter installation place, main meter, pump and motor, overhead water reservoirs, septic tanks, lift facilities and other facilities which may be mutually agreed upon between the parties and required for establishment, location, enjoyment, provision, open roof and terrace of the building maintenance and/or management of the building.

**THE FOURTH SCHEDULE ABOVE REFERRED TO:**

**(COMMON EXPENSES)**

1. All cost of maintenance, operating, replacing, white washing (Once within two year), painting, re-building, re-construction, decoration, re-decoration, and

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lighting in the common parts and also the outer wall of the building, parking spaces and on gate of the building.

1. The salaries of all the persons employed for the said purpose.
2. All charges and deposit for suppliers of common facilities and utilities.
3. Municipality taxes, multi-storied building taxes, other outgoing saves those separately assessed on the respective Flat/unit.
4. Cost and charges of establishment for maintenance for the building and for watch and ward staff.
5. All litigation's expenses for protecting the title of the said land and building.
6. All other expenses and outgoing and as are deemed by the developer to be necessary or incidental for protecting the interest and the right of the purchaser.
7. The office expenses and outgoing and as are deemed by the developer to be necessary or incidental for protecting the interest and the right of the purchaser.
8. All expenses referred to above shall be proportionately borne by the co-purchasers on and from the date of taking charges and occupation of their respective units but the purchaser shall not be liable to bear such charges in respect of unsold units/flats.
9. For all common expenses as mentioned here in above the all occupiers will contribute his proportioned amount on monthly basis.
10. Till the formation of society the maintenance of the building is under developers supervision and every occupier will paid maintenance charges @ 60 paise per sq. ft. as per occupied area monthly within 10<sup>th</sup> of the next month. The delay more than 15 days is liable for panel interest @ 2% per months.
11. Electrical expenses relating to operating water pump.

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**THE FIFTH SCHEDULE ABOVE REFERRED TO:**

**(COMMON RESTRICTIONS FOR OCCUPIERS)**

- Neither party shall use or permit to used the respective allocation in the building or any portion thereof for carrying on any obnoxious illegal and immoral trade or activity nor use thereof for any purpose which may cause any nuisance or hazard to the other occupiers of the building.

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*Shri. S. S. S. S.*

GANAPATI CONSTRUCTION

*Shri. S. S. S. S.*  
*Shri. S. S. S. S.*

- Neither party shall demolish any wall or other structures in their respective allocation or any portion thereof or make any structural alteration therein without the previous consent of the other in this behalf.
- Neither party shall transfer or permit to transfer of their respective allocation or an portion thereof unless (s) such party shall have observed performed all to the and condition on their respective part to be observed and / or performed the proposed transferee shall have given a written undertaking to the terms and conditions hereof these presents and further that such transferee shall pay all and whatsoever shall be payable in relation to the area in their possession.
- Both parties shall abide by all always bye laws rules and regulations of the Government statutory bodies and / or local bodies as the case may be and shall attend to answer and be responsible for the said laws bye laws and regulations.
- The respective allocation shall deep the interior walls sewers pipes and other fittings and fixtures and appurtenances and floor and ceiling etc. in each of their respective allocation in the building in good working conditions and repair and in particular so as not to cause any damage to the building or any other space or accommodation therein and shall keep the other of them and / or the occupation of the building indemnified from against the consequence of any breach.
- No goods of other items shall be kept by the either party for display or otherwise in the corridors or other place or common use in the building and no hindrance shall be caused in any manner in the free covenant of users in the corridors and other place of common use in the building.
- Neither party shall throw or accumulate any directly rubbish and waste and refuse to permit the same to be thrown or accumulate in or about the building or in the compound corridor or any other portion or portion of the building.
- Neither parties is allowed to make any of the construction in common area, roofs etc. without proper permission of the developers and or associations.
- Neither party is allowed to use common area/open area within the campus of the building to use permanent nature of parking any of the vehicles.
- No roof garden is allowed.

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*M. S. Desai*

Partners

GANAPATI CONSTRUCTION

*Asifly M. Desai  
Sajid Desai*

Partners

**IN WITNESS WHEREOF** the Parties hereto have set and subscribe their respective hands and seal hereunto this the day, month and year first above written.

**SIGNED SEALED AND DELIVERED**

by the **VENDORS** at Kolkata in the presence of :

- 1.
- 2.

**SIGNATURE OF THE VENDOR**

**SIGNED SEALED AND DELIVERED**

by the **DEVELOPER** at Kolkata in the presence of:

- 1.
- 2.

**SIGNATURE OF THE DEVELOPER**

**SIGNED SEALED AND DELIVERED**

by the **PURCHASER** at Kolkata in the presence of:

- 1.
- 2.

**SIGNATURE OF THE PURCHASER**

**DRAFTED BY:**

Advocate

High Court, Calcutta.

Enl. No.

GANAPATI CONSTRUCTION

*Signature*

Partners

GANAPATI CONSTRUCTION

*Signature*

Partners

**RECEIPT**

**RECEIVED** from the within named PURCHASER the within mentioned sum of **Rs. 00,00,000/- (Rupees.....)** only by way of total consideration money as per Memo below :-

**MEMO OF CONSIDERATION**

Cheque No.	Date	Bank & Branch Name	Amount
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Total Rs.00,00,000/-

(Rupees.....) only

**SIGNATURE OF THE WITNESS**

1.

2.

**SIGNATURE OF THE DEVELOPER**

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*(Hiley m 20)*  
*Jagdish Das.*  
Partners

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