# **DEED OF CONVEYANCE**

**THIS DEED OF CONVEYANCE** is made on this ......day

of ......Two thousand twenty three.

# BETWEEN

Continued..... 2

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**I.SRI AMAL KANTI BANERJEE**, PAN NO :AVXPB4691G, Aadhaar No.9434 3469 9107, **Moblie. 9433252801** son of Late Manindra Nath Banerjee, by faith-Hindu, by occupation- Retired Person, by nationality-Indian. Residing at. **3 Criper Bye Lane South**, P.O.Konnagar, P.S. Uttarpara, District-Hooghly,Pin-712235,West-Bengal

2.SRI SHYAMAL BANERJEE ALIAS SRI SHYAMAL KANTI BANERJEE , PAN NO :ASTPB2539A, Aadhaar No.3205 9974 9985 ,**Moblie.** 9433252801 son of Late Manindra Nath Banerjee , by faith-Hindu, by occupation- Retired Person, by nationality- Indian. Residing at. 3/B Criper Bye Lane South ,P.O.Konnagar, P.S. Uttarpara, District-Hooghly,Pin-712235 ,West-Bengal

**3.** SRI SUMAN KANTI BANDYOPADHYAY, Son of Late Nirmal Kanti Bandyopadhyay Alias Nirmal Kanti Banerjee , PAN NO :AILPB4230C, Aadhaar No.6796 2938 3174 , **Moblie.9910587555**, by faith-Hindu, by occupation-Service, by nationality- Indian. Residing at Present B-32 , 3<sup>rd</sup> Floor ,Ganesh Nagar ,Pandab Nagar Complex, Laxminagar, East Delhi , Delhi 110092 and Permanently at: **3/A,Criper Bye Lane (South),** P.O.Konnagar ,P.S. Uttarpara, Dist:HooghlyPin-712235 ,West-Bengal

4. SMT SHIPRA BHATTACHARYA, D/o Late Nirmal Kanti Bandyopadhyay Alias Nirmal Kanti Banerjee, W/O Sri Bijoy .Krishna .Bhattacharaya PAN NO :CBQPB8763C, Aadhaar No 817181849358, **Moblie.9910587555**, by faith-Hindu, by occupation-Housewife , by nationality- Indian. Residing Permanently at House No 49, New Shibaji Colony , Karnal Rural Part 1, Karnal 132001, in the state of Hariyana,

# &

5 SRI DEBABRATA MUKHERJEE, PAN NO :ATIPM0492K, Aadhaar No.5437 4428 4190 **Moblie.8910584739**, son of Late Netai Chandra Mukherjee, by faith-Hindu, by occupation- Journalist, by nationality-Indian. Residing at. 343/1 Criper Bye Lane South ,P.O.Konnagar, P.S.

Uttarpara, District-Hooghly,Pin-712235 ,West-BengalWest Bengal, herein after called and referred to as the "**O W N E R S**" (which terms or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his heirs, executors, successors, administrators, legal representatives and/or assigns ) of the **O N E P A R T**.

#### AND

Continued..... 3

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**"MANNDEEP DEVELOPER REAL ESTATE"** PAN ABAFM4050D **Moblie.8420976111**, in Principal place of business situated at 25/C/1, Bancharam Mitra Lane, P.O. Konnagar, P.S. Uttarpara, Dist: Hooghly Pin-712235

<u>Represented by its Partners namely------</u>

**1. SHRI GOPAL AGARWAL**, PAN: **AVZPAO192R**, Aadhaar No. **6700 3922 0663**, **Moblie. 8420976111**, , son of Late Parameswar Lal Agarwal, by faith Hindu, by occupation-Business, residing Permanently---at "SHYAM–KUNJ" **5A** ,on **Fifth Floor**, P.O.Barabahera, P.S Uttarpara ,Dist: Hooghly Pin 712246,(W.B),

2. SHRI DEEPAK KUMAR AGARWAL, PAN — BHCPA2931C, Aadhaar No. 4466 6850 9563, 9007796225 son of Shri Mahendra Kumar Agarwal, by faith Hindu, by occupation Business, residing Permanently at "SHYAM –KUNJ" 5A, on Fifth Floor, P.O. Barabahera, P.S.-Uttarpara, Dist: Hooghly Pin 712246, (W.B)

3., SHRI BHASKAR CHAKRABORTY, PAN — AHZPC7702M, Aadhaar No. 6956 4981 1059 , Mobile 9163070824 Son of Shri Tarun Chakraborty, by faith Hindu, by occupation-Business, residing Permanently at 18, Bancharam Mitra Lane, P.O. Konnagar, P.S. Uttarpara, Dist-Hooghly, Pin-712235 (W.B.)

**4. SMT KIRAN SINGH, PAN** — **CENPS9497C**, Aadhaar No. **6358 3789 3218 Mobile 9007556625** Daughter of Shri Gopeswar Singh, by faith Hindu, by occupation Business, residing Permanently at Barabahera, Purba, Near Saraswati Sikhsha Niketan School P.O. Barabahera, Dist- Hooghly, Pin-712246 (W.B.)...... hereinafter called and referred to as the "<u>**DEVELOPER**</u>" (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successors-in-office, administrators, legal representatives and/or assigns) of the **OTHER PART** 

AND

**1.SMT PRITHA BHATTACHARJEE**, wife of Sri Malay .Bhattacharjee , **PAN NO: AYAPB8944L, Aadhaar No** 

**416365620640**, **Moblie. 9733526093** by faith: Hindu,by Occupation: Housewife , by Nationality: Indian **2 SRI ANAGH BHATTACHARJEE**, Son of Sri Malay .Bhattacharjee, **PAN NO: FHUPB4102C**, **Aadhaar No 470092025352**, **Moblie. 9733526093** by faith: Hindu,by Occupation: Service, by Nationality: Indian & **3. SRI MALAY BHATTACHARJEE**, Son of Sri B.N.Bhattacharjee , **PAN NO: AIIPB2559F**, **Aadhaar No 63444 1737 0186**, **Moblie. 9733526093** by faith: Hindu,by Occupation: Service, by Nationality: Indian, <u>All residing at</u> 6 Old Thana Road , Behrampore,

Continued..... 4

# Post : Behrampore, P.S. Behrampore, Dist-Murshidabad Pin-742101 W.B, hereinafter referred to as the **"PURCHASERS"** (which terms or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his heirs, legal representatives executors, administrators and / or assigns)of the **THIRD PART**

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# WHEREAS:

ALL THAT piece and parcel of 'Bastu' land (SCHEDULE -A 1 Property ) measuring <u>01 Cottahs 9Chhattaks 14 sq. ft</u>. be the same or a little more or less with structure measuring 660 Sq.ft situated thereon comprised in R.S. Plot No. 1694 Corresponding to L.R Dag No 3245 under R.S. Khatian No. 3037 Corresponding to L.R Khatian No 6274 lying within Mouza Konnagar, J.L. No. 7, A.D.S.R. Office at Uttarpara, within the ambit of Konnagar Municipality, being, Municipal Holding No. <u>3 Criper Bye Lane South</u>, P.O. Konnagar, P.S. Uttarpara, Dist. Hooghly, with all easement, originally belonged to one Manindra Nath Banerjee (now deceased) and after his death his son Sri Amal Kanti Banerjee & others , who acquired the same by virtue of a Deed of Partition, which was registered on 29 /03 /1994 with the office of Sub-Registrar at Singur, duly recorded in Book No. I, Volume No. 9, in Pages 483 to 510 . Being No. 665 for the year 1994.

**AND WHEREAS** by virtue of that Deed of Partition dt. 29 /03 /1994 being No. 665 for the year 1994, the said **Sri Amal Kanti Banerjee** son of Late Manindra Nath Banerjee , being the party of the **Third Part** therein had been allotted absolutely and forever All That piece and parcel of specific demarcated Bastu land **01 Cottahs 01 Chhattaks 02 sq. ft.** be the same or a little more or less with structure situated thereon, which was shown in the map annexed with the said Deed of Partition and bordered in <u>"YELLOW "</u> colour and marked as Lot "C" therein, which has been more fully described in the "C" Schedule of that Deed of Partition being No 665 for the year 1994. more properly and particularly described in the **FIRST SCHEDULE** hereunder written who inherited the aforesaid property from their predecessor-in-interest. **AND WHEREAS** since date of partition, the said **Sri Amal Kanti Banerjee** son of Late Manindra Nath Banerjee mutated his name in the office of the Kormagar Municipality being municipal holding no **3 Criper Bye Lane South**, P.O. Konnagar, P.S. Uttarpara, Dist: Hooghly and his name had also been published in the L.R. Record of Rights in L.R. Plot no. 3245, L.R. Khatian no.

# Continued.....p/5

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**6274** and he used to pay relevant taxes to the municipality and khazana to the Govt. at a regular basis. He constructed building thereon.

**AND WHEREAS** said **Sri Amal Kanti Banerjee** son of Late Manindra Nath Banerjee purchased an area of land measuring **4 Chittak 6 SqFt** by virtue of a deed of sale vide deed no 5791 dated 25.11.1998 which is under municipal holding no no. **3 C Criper Bye Lane South**, P.O. Konnagar, P.S. Uttarpara, Dist: Hooghly and mutate the same with Konnagar Municipality.

# WHEREAS:

ALL THAT piece and parcel of 'Bastu' land(SCHEDULE -A 2 Property ) measuring 01 Cottahs 11Chhattaks 15 sq. ft. be the same or a little more or less with structure measuring 600 Sq.ft situated thereon comprised in R.S. Plot No. 1694 Corresponding to L.R Dag No 3245 under R.S. Khatian No. 3037 Corresponding to L.R Khatian No 6274 lying within Mouza Konnagar, J.L. No. 7, A.D.S.R. Office at Uttarpara, within the ambit of Konnagar Municipality, being, Municipal Holding No.3/B no. Criper Bye Lane South , P.O. Konnagar, P.S. Uttarpara, Dist. Hooghly, with all easement, originally belonged to one Manindra Nath Banerjee (now deceased) and after his death his son Sri Shyamal Banerjee alias Sri Shyamal Kanti Banerjee & others , who acquired the same by virtue of a Deed of Partition, which was registered on 29 /03 /1994 with the office of Sub-Registrar at Singur, duly recorded in Book No. I, Volume No. 9, in Pages 483 to 500 . Being No. 665 for the year 1994.

**AND WHEREAS** by virtue of that Deed of Partition dt. 29 /03 /1994 being No. 665 for the year 1994, the said **Sri Shyamal Banerjee** alias **Sri Shyamal Kanti Banerjee** son of Late Manindra Nath Banerjee , being the party of the **Third Part** therein had been allotted absolutely and forever All That piece and parcel of specific demarcated Bastu land **02 Cottahs 08 Chhattaks 00 sq. ft**. be the same or a little more or less with structure situated thereon, which was shown in the map annexed with the said Deed of Partition and bordered in <u>"PINK "</u> colour and marked as Lot "**D**" therein, which has been more fully described in the "**D**" Schedule of that Deed of Partition being No 665 for the year 1994. more properly and particularly described in the **FIRST**  **SCHEDULE** hereunder written who inherited the aforesaid property from their predecessor-in-interest.

**AND WHEREAS** since date of partition, the said **Sri Shyamal Banerjee** alias **Sri Shyamal Kanti Banerjee** son of Late Manindra Nath Banerjee mutated his name in the office of the Kormagar Municipality being municipal holding no. **3/B** 

# Continued.....p/6

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**no.** Criper Bye Lane South, P.O. Konnagar, P.S. Uttarpara, Dist: Hooghly and his name had also been published in the L.R. Record of Rights in L.R. Plot no. 3245, L.R. Khatian no. 6274 and he used to pay relevant taxes to the municipality and khazana to the Govt. at a regular basis. He constructed building thereon. said Sri Shyamal Banerjee alias Sri Shyamal Kanti Banerjee sold, transferred and delivered the landed property measuring more or less 00 Cottahs 12 Chhattaks 30 sq. ft. in favour of Sri Debabrata Mukherjee, which was registered on 29 /06/2020 with the office of Sub-Registrar at Uttarpara , duly recorded in Book No. I, Volume No. 0621-2020, in Pages 60355 to 60371. Being No. 062101778 for the year 2020.

# WHEREAS:

ALL THAT piece and parcel of 'Bastu' land (SCHEDULE –A 3 Property ) measuring 02 Cottahs 10Chhattaks 07 sq. ft. be the same or a little more or less with structure measuring 660 Sq.ft situated thereon comprised in R.S. Plot No. 1694 Corresponding to L.R Dag No 3245 under R.S. Khatian No. 3037 Corresponding to L.R Khatian No 6274 lying within Mouza Konnagar, J.L. No. 7, A.D.S.R. Office at Uttarpara, within the ambit of Konnagar Municipality, being, Municipal Holding No. 3/A Criper Bye Lane South , P.O. Konnagar, P.S. Uttarpara, Dist. Hooghly, with all easement, originally belonged to one Manindra Nath Banerjee (now deceased) and after his death his son Late Nirmal Kanti Banerjee & others , who acquired the same by virtue of a Deed of Partition, which was registered on 29 /03 /1994 with the office of Sub-Registrar at Singur, duly recorded in Book No. I, Volume No. 9, in Pages 483 to 510 . Being No. 665 for the year 1994.

**AND WHEREAS** by virtue of that Deed of Partition dt. 29 /03 /1994 being No. 665 for the year 1994, the said Late Nirmal Kanti Bandyopadhyay Alias Nirmal Kanti Banerjee son of Late Manindra Nath Banerjee, being the party of the Second Part therein had been allotted absolutely and forever All That piece and parcel of specific demarcated Bastu land 02 Cottahs 10 Chhattaks 07 sq. ft. be the same or a little more or less with structure Ground floor 250 Sq & 350 on first floor situated thereon, which was shown in the map annexed with the said Deed of Partition and bordered in <u>"GREEN "</u> colour and marked as Lot "B" therein, which has been more fully described in the "B" Schedule of that Deed of Partition being No 665 for the year 1994 more properly and particularly described in the **FIRST SCHEDULE** hereunder written who inherited the aforesaid property from their predecessor-in-interest.

**AND WHEREAS** since date of partition, the said Late Nirmal Kanti Banerjee son of Late Manindra Nath Banerjee mutated his name in the office of the Kormagar Municipality being municipal holding no 3/A Criper Bye Lane South, P.O. Konnagar, P.S. Uttarpara, Dist: Hooghly and his name had also been

# Continued.....p/7

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published in the L.R. Record of Rights in L.R. Plot no. 3245, L.R. Khatian no. **6274** and he used to pay relevant taxes to the municipality and khazana to the Govt. at a regular basis. He constructed building thereon.

AND WHEREAS subsequently, the said Sri Nirmal Kanti Banerjee son of

Late Manindra Nath Banerjee died on 15.10.2020 & his wife Smt Banalata Banerjee W/o

Late Nirmal Kanti Banerjee died on 19.12.2020, leaving behind his son Sri Suman Kanti Bandyopadhyay,,& daughter Smt Shipra Bhattacharya, W/o

**Sri Bijoy .Krishna .Bhattacharaya** as his only legal heirs.Thus present owners became the owner of the property of holding no **3/A Criper Bye Lane South**, P.O. Konnagar, P.S. Uttarpara, Dist: Hooghly

and mutate their name with Konnagar Municipality. &

**WHEREAS:**ALL THAT piece and parcel of 'Bastu' land (SCHEDULE –A 4 **Property**) measuring 00 Cottahs 12 Chhattaks 30 sq. ft. be the same or a little more or less with structure measuring 60 Sq.ft situated thereon comprised in R.S. Plot No. 1694 Corresponding to **L.R Dag No** 3245 under R.S. Khatian No. 3037

Corresponding to **L.R Khatian No.6274** lying within Mouza Konnagar, J.L. No. 7, A.D.S.R. Office at Uttarpara, within the ambit of Konnagar Municipality, being, Municipal Holding No.**3/B/3 no. Criper Bye Lane South**, P.O. Konnagar, P.S. Uttarpara, Dist. Hooghly, with all easement, originally belonged to one **Sri Shyamal Banerjee** alias **Sri Shyamal Kanti Banerjee** son of Late Manindra Nath Banerjee, who acquired the same by virtue of a Deed of Partition, which was registered on 29 /03 /1994 with the office of Sub-Registrar at Singur, duly recorded in Book No. I, Volume No. 9, in Pages 483 to 510. Being No. 665 for the year 1994.

**AND WHEREAS** by virtue of that Deed of Partition dt. 29 /03 /1994 being No. 665 for the year 1994, the said **Sri Shyamal Banerjee** alias **Sri Shyamal Kanti Banerjee** son of Late Manindra Nath Banerjee ,, being the party of the **Fourth part** therein had been allotted absolutely and forever All That piece and parcel of specific demarcated Bastu land 02 Cottahs 08 Chhattaks 00 sq. ft. be the same or a little more or less with structure situated thereon, which was shown in the map annexed with the said Deed of Partition

and bordered in <u>"BASANTI</u>" colour and marked as Lot "D" therein, which has been more fully described in the "D" Schedule of that Deed of Partition being No 665 for the year 1994.

**AND WHEREAS** since date of partition, the said **Sri Shyamal Banerjee** alias **Sri Shyamal Kanti Banerjee** son of Late Manindra Nath Banerjee mutated his name in the office of the Konnagar Municipality being municipal holding no. **3/B** 

# Continued......p/8 - 8-

**no. Criper Bye Lane South**, P.O. Konnagar, P.S. Uttarpara, Dist: Hooghly and his name had also been published in the L.R. Record of Rights in L.R. Plot no. 3245, L.R. Khatian no. 6274 and he used to pay relevant taxes to the municipality and khazana to the Govt. at a regular basis. He constructed building thereon.

**AND WHEREAS** by the Strength of a registered deed of sale duly registered at Uttarpara Sub-Registry Office, incorporated in Book No. I, Being No. 062101778 for the year 2020 **Sri Shyamal Banerjee** alias **Sri Shyamal Kanti Banerjee** son of Late Manindra Nath Banerjee, Vendor therein transferred the Schedule mentioned property unto and in favour of <u>Present</u> <u>Vendor</u> **Sri Debabrata Mukherjee**, measuring area of Land 00 Cottahs 12 Chhattaks 30 sq. ft with structure measuring 60 Sq.ft. and he recorded his name in the assessment Roll of Konnagar Municipality & B.L&L.R.O Serampore, since mutation and he paid relevant rate of rent and taxes therein.

ANDWHEREAS Sri Amal Kanti Banerjee, Sri Shyamal Banerjee Alias Sri Shyamal Kanti Banerjee , Sri Suman Kanti Bandyopadhyay, Smt Shipra Bhattacharya,  $\mathcal{E}$ Sri Debabrata Mukherjee, due to their insufficient fund decided to arrange funds necessarv from other sources in order to meet up the entire construction costs of proposed building and in consequence of that on 3 rd February 2021 sound Sri Amal Kanti Banerjee, sign one Separate Registered Development Agreement Cum Power of Attorney & Sri Shyamal Banerjee Alias Sri Shyamal Kanti Banerjee also sign one Separate , Registered Development Agreement Cum Power of Attorney again on the same date Sri Debabrata Mukherjee, also sign one Separate , Registered Development Agreement Cum Power of Attorney on that date in favour of "MANNDEEP DEVELOPER REAL ESTATE" PAN ABAFM4050D in Principal place of business situated at 25/C/I, Bancharam Mitra Lane, P.O. Konnagar, P.S. Uttarpara, Dist: Hooghly Pin-712235 represented by its Partners namely-----I. SHRI GOPAL AGARWAL, PAN: AVZPA0192R, Aadhaar No. 6700 3922 0663 son of Late Parameswar Lal Agarwal, ,2. SHRI DEEPAK **KUMAR AGARWAL, PAN — BHCPA2931C**, Aadhaar No. **4466 6850 9563** son of Shri Mahendra Kumar Agarwal, , Both(1&2) residing Permanently at "SHYAM – KUNJ" **5A**, on **Fifth Floor**, P.O. Barabahera, P.S.-

Uttarpara, Dist: Hooghly Pin 712246,(W.B) **3.**, **SHRI BHASKAR CHAKRABORTY**, **PAN** — **AHZPC7702M**,Aadhaar No. **6956 4981 1059** Son of Shri Tarun Chakraborty, **residing Permanently** at 18, Bancharam Mitra Lane, P.O.

# Continued......p/9 -9-

Konnagar, P.S. Uttarpara, Dist-Hooghly, Pin-712235 (W.B.) & 4. SMT KIRAN SINGH, PAN – CENPS9497C, Aadhaar No. 6358 3789 3218 Daughter of Shri Gopeswar Singh, , residing Permanently at Barabahera, Purba, Near Saraswati Sikhsha Niketan School P.O. Barabahera, Dist- Hooghly, Pin-712246 (W.B.) hereinafter called "D E V E L O P E R" respectively by virtue of and referred to as the three separate development agreement cum power of attorney i.e. By sri Amal Kantí Banerjee, before A.D.S.R. Uttarpara, vide Book No .1 Volume NO .0621-2021, Pages 26436 to 26478 being No.062100568 for the year 2021, By Srí shyamal Banerjee alías Shyamal Kantí Banerjee, before A.D.S.R. Uttarpara, vide Book No <u>.1 Volume NO .0621-2021, Pages 26352 to 26393 being No.062100569</u> for the year2021, & By Sri Debabrata Mukherjee, before A.D.S.R. Uttarpara, vide Book Volume NO .0621-2021,Pages 26394 to 26435No .1 being No.062100566 for the year2021

Again on 22 <sup>th</sup> Day of September 2021 Said A. Srí Suman Kantí Bandyopadhyay, Son of Late Nirmal Kanti Bandyopadhyay Alias Nirmal Kanti Banerjee & B. SMT Shípra Bhattacharya, D/O Late Nirmal Kanti Bandyopadhyay Alias Nirmal Kanti Banerjee, W/O Sri Bijoy .Krishna .Bhattacharaya, before A.D.S.R. Uttarpara, vide Book No .1 Volume NO .0621-2021, Pages 165830 to 165874being No.062104352 for the year2021 Jointly Separetly SIGNE Devepopment Agreement Cum Power of Attorney in favour of "MANNDEEP DEVELOPER REAL ESTATE" PAN ABAFM4050D in Principal place of business situated at 25/C/1, Bancharam Mitra Lane , P.O. Konnagar, P.S. Uttarpara, Dist: Hooghly Pin-712235 represented by its Partners namely------1. SHRI GOPAL AGARWAL, 2. SHRI DEEPAK KUMAR AGARWAL, 3., SHRI BHASKAR CHAKRABORTY, & 4. SMT KIRAN SINGH, hereinafter called and referred to as the "DEVELOPER"

AND WHEREAS thereafter "MANNDEEP DEVELOPER REAL ESTATE" PAN ABAFM4050D in Principal place of business situated at 25/C/l, Bancharam Mitra Lane, P.O. Konnagar, P.S. Uttarpara, Dist: Hooghly Pin-712235 represented by its Partners apply for amalgamation of all holding into one holding i.e. 3 Criper Bye Lane Souith P.O.Konnagar, P.S. Uttarpara, District-HooghlyPin-712235, in theState of West-Bengal, within the ambit of Konnagar Municipality. for total area of Land measuring06 Khatha 11 Chittak 21 Sq. ft **AND WHEREAS** after obtaining building plan said **"MANNDEEP DEVELOPER REAL ESTATE"** prepared to start **one multi-storied** building upon the First Schedule Property consisting of several residential flats, commercial & Semi-Commercial Unit.

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**AND WHEREAS** the **M/S "MANNDEEP DEVELOPER REAL ESTATE"** after taking sanction building plan vide No. 61/11/21 dated 12-11-2021 from local Konnagar Municipality started construction thereon.

**AND WHEREAS** after obtaining Sanctioned building plan vide Sanction No **61/11/21 dated 12-11-2021** (for G+4 Building) from Konnagar Municipality said **"MANNDEEP DEVELOPER REAL ESTATE** "started construction of multi-storied building upon the **Schedule "A**" Property consisting of several residential flats.

AND WHEREAS thereafter they ( owners of Schedule A1, A2, A-2(a) & A 3 Jointly

apply for amalgamation of all holding into one holding i.e 3 Criper

Bye Lane South P.O. Konnagar, P.S. Uttarpara, District- Hooghly, Pin-712235, in the State of West-Bengal, within the ambit of Konnagar Municipality.

**AND WHEREAS** after obtaining building plan said **"MANNDEEP DEVELOPER REAL ESTATE" PAN ABAFM4050D** prepared to start One multi-storied building upon the First Schedule Property consisting of several residential flats, commercial & Semi-Commercial Unit.

**AND WHEREAS** the M/S **"MANNDEEP DEVELOPER REAL ESTATE"**" after taking sanction building plan vide No 61/11----2021 dated 12.11.2021 from local Konnagar Municipality started construction thereon.

**AND WHEREAS** after obtaining Sanctioned building plan vide Sanction No sanction building plan vide No61/11----2021 dated 12.11.2021 (for G+4 Building) from Konnagar Municipality said M/S "MANNDEEP **DEVELOPER REAL ESTATE"**" started construction of multi-storied building upon the Schedule "A" Property consisting of several residential flats.

AND WHEREAS the vendor and developers offered to sell one self-contained residential flat/ <u>Commercial Unit</u> being fiat No 2C . on the Second-Floor, measuring 1105 Sq. ft (i.e., covered area of 884 Sq. ft. plus 25% super built-up area of 221 Sq.ft.), in the building namely M/S "MANNDEEP DEVELOPER REAL ESTATE" more fully described in schedule "B" hereunder written, together with undivided, proportionate, impartiable share of underneath land of the 'A" schedule mentioned property, at or for the consideration amount of Rs. 26,50,000/(Rupees twenty six lakhs fifty

thousand ) only and the **Purchasers** herein, after satisfying themselves regarding title of the vendors in respect of the "A" schedule mentioned property and the sanctioned building plan, and inspected municipal tax receipt, parcha, khazna receipt and all deeds and documents, agreed to purchase the said flat from the

# Continued.....p/11

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vendors and the developers at or for the said consideration amount and the parties herein entered into an Agreement for Sale in this regard.

**NOW THIS INDENTURE WITNESSETH** that in pursuance of the said agreement and in consideration or the said sum of Rs. **26,50,000**/(Rupees twenty six lakhs fifty thousand) fully paid by the Purchasers to the vendors and developers, at or before the execution of these presents (the receipt whereof the vendors and developers doth hereby as well as the receipt hereunder written, admitted and acknowledged) and the vendors and developers hereby jointly and/or severally grant, transfer, sell, convey, assign and assure, confirm and transfer unto and in favour of the **Purchasers** free from all sorts of encumbrances the **residential flat**, more fully described in the **Schedule "B"** hereunder written, together with undivided, proportionate, impartiabe share of underneath of the said building mentioned in the **Schedule "A"** hereunder written and together with the common areas, facilities and amenities as fully described

in the Schedule "C" hereunder written and also some rights and obligations more fully described in **Schedule "D"** hereunder written and also together with half of the depth of all the joints with four corners of the said flat and also half of the depth of both floor and roof of the said flat with full ownership of sanitary fittings and also internal walls within the said flat together with half of the thickness of the common walls of the said flat together with common rights of using the staircase and all ways, paths, passages, lift, drains, water courses, pumps, septic tanks etc. in the ground to top floor overhead water reservoir on top floor roof of the said building and other rights, liberties, appendages, easements, appurtenances and right, title and interest on the property claim whatsoever of the vendors and developers with the full furnished flat free from all encumbrances to hold the same absolutely and forever with all estate, right, title, interest, claim or demand whatsoever of the vendors and developers into or upon the same and every part thereof and TO HAVE AND TO HOLD the same unto and to the use of the Purchasers, their heirs, executors, administrators, legal representatives and assigns absolutely and assigns absolutely and forever together with the title deeds, writings and other evidences of title and the vendors and developer/confirming party do hereby covenant with the Purchaser and their successors-in-interest that

# Continued.....p/12

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notwithstanding any act, deeds and things hereto before granted, executed or knowingly suffered to the contrary and the vendors/developer now lawfully seized and possessed of the said property, free from all encumbrances whatsoever and that the vendors and developer has full power and absolute authority to sell the said flat in the manner aforesaid and the Purchasers hereafter peacefully and quietly possess and enjoy the said property in absolutely without any claim and demand whatsoever from the vendors and developer or any person claiming through or under them AND FURTHER that the vendors and developer/confirming party and their respective heirs, successors-ininterest/office indemnify and keep indemnified the **Purchasers** from or against all encumbrances, charges and equities whatsoever and the vendors and developer and threw successors-in-interest/office further covenant that they shall at the request and cost of the **Purchasers** and their successors-in-interest do or execute or cause to be done and executed all such lawful acts, deeds and things whatsoever for further and more perfectly conveying the said flat and every part thereof in the manner aforesaid according to the true intent and meaning of true intent and meaning of this Deed.

# THE SCHEDULE "A" ABOVE REFERRED TO

(Description of the entire Property)

ALL THAT piece and parcel of 'Bastu' land measuring 6 Cottahs 11 Chhattaks 21 sq. ft. be the same or a little more or less with structure measuring 660 Sq.ft situated thereon comprised in R.S. Plot No. 1694 Corresponding to L.R Dag No 3245 under R.S. Khatian No. 3037 Corresponding to L.R Khatian No 18136,18135,18138,18137 & 18148 lying within Mouza Konnagar, J.L. No. 7, A.D.S.R. Office at Uttarpara, within the ambit of Konnagar Municipality, being, Municipal Holding No. <u>3 Criper Bye Lane South</u>, P.O. Konnagar, P.S. Uttarpara, District; Hooghly, Pin-712235 in the state of West-Bengal. Entire property is butted and bounded:

By North	: Property of Amal Roy Karmakar
By South	: Property of Bimal Sarkar & Babul Sarkar
By East	: Criper Bye Lane South
By West	: Multistoried Building of Rajasmita Apartment

# Continued.....p/13

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#### THE SCHEDULE "A-1 " ABOVE REFERRED TO (Description of the Property of **Amal kanti Banerjee**)

ALL THAT piece and parcel of 'Bastu' land (**SCHEDULE –A 1 Property**) measuring <u>01</u> <u>Cottahs 9Chhattaks 14 sq. ft</u>. be the same or a little more or less with structure measuring 660 Sq.ft situated thereon comprised in R.S. Plot No. 1694 Corresponding to L.R Dag No **3245** under R.S. Khatian No. 3037 Corresponding to L.R Khatian No **18136** lying within Mouza Konnagar, J.L. No. 7, A.D.S.R. Office at Uttarpara, within the ambit of Konnagar Municipality, being, Municipal Holding No. <u>3 Criper Bye Lane South</u>, P.O. Konnagar, P.S P.S. Uttarpara, District; Hooghly, Pin-712235 in the state of West-Bengal.

#### THE SCHEDULE "A-2 " ABOVE REFERRED TO

(Description of the Shyamal Banerjee alias Shyamal Kanti Banerjee)

ALL THAT piece and parcel of 'Bastu' land(**SCHEDULE -A 2 Property**) measuring **01 Cottahs 11Chhattaks 15 sq. ft.** be the same or a little more or less with structure measuring 600 Sq.ft situated thereon comprised in R.S. Plot No. 1694 Corresponding to **L.R Dag No 3245** under R.S. Khatian No. 3037 Corresponding to **L.R Khatian No 18135** lying within Mouza Konnagar, J.L. No. 7, A.D.S.R. Office at Uttarpara, within the ambit of Konnagar Municipality, being, Municipal Holding No.3/B no. Criper Bye Lane South, P.O. Konnagar, P.S. Uttarpara, Dist. Hooghly, with all easement

#### THE SCHEDULE "A-3" ABOVE REFERRED TO

(Description of the Property of Suman Kanti Banerjee & Shipra Bhattacharjee)

ALL THAT piece and parcel of 'Bastu' land (SCHEDULE –A 3 Property) measuring 02 Cottahs 10 Chhattaks 07 sq. ft. be the same or a little more or less with structure measuring 660 Sq.ft situated thereon comprised in R.S. Plot No. 1694 Corresponding to L.R Dag No 3245 under R.S. Khatian No. 3037 Corresponding to L.R Khatian No 18138,18137 lying within Mouza Konnagar, J.L. No. 7, A.D.S.R. Office at Uttarpara, within the ambit of Konnagar Municipality, being, Municipal Holding No. 3/A Criper Bye Lane South , P.O. Konnagar, P.S. Uttarpara, Dist. Hooghly, with all easement

## THE SCHEDULE "A-4 " ABOVE REFERRED TO

(Description of the **Debabrata Mukherjee**)

ALL THAT piece and parcel of 'Bastu' land (**SCHEDULE –A 4 Property**) measuring 00 Cottahs 12 Chhattaks 30 sq. ft. be the same or a little more or less with structure measuring 60 Sq.ft situated thereon comprised in R.S. Plot No. 1694 Corresponding to **L.R Dag No** 3245 under R.S. Khatian No. 3037 Corresponding to **L.R Khatian No.18148** lying within Mouza Konnagar, J.L.

No. 7, A.D.S.R. Office at Uttarpara, within the ambit of Konnagar Municipality,

being, Municipal Holding No.**3/B/3 no. Criper Bye Lane South**, P.O. Konnagar, P.S. Uttarpara, Dist. Hooghly, with all easement,

# Continued.....p/14

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# THE SCHEDULE "B" ABOVE REFERRED PROPERTY (The said **FLAT**)

ALL THAT piece and parcel of one <u>Self contained residential flat Unit</u> measuring more or less 1105 Sft ( including 25% Super built-up area ), being flat No 2 C, on Second floor of the Multi-storied Building "MANINDRA APARTMENT" holding No 3 Criper Bye Lane South P.O.Konnagar, P.S. - Uttarpara, A.D.S.R. Uttarpara, District -Hooghly, Pin -712235, within the ambit of the Konnagar Municipality along with Undivided proportionate Share of land underneath of "A' Schedule property together with proportionate share of common service area, together with all easement rights attached thereto, in the state of West-Bengal. Flat/Shop property is butted and bounded:

By North	: flat NO2D
By South	: OPEN TO SKY,
By East	: OPEN TO SKY,
By West	: Common Lobby. Lift & flat No 2B
THE SCHEDULE "C" ABOVE REFERRED PROPERTY	

(Common Service area)

- 1. Wiring and assemblies for lighting of common portions and wiring from the electrical Sub-station to one point inside or at the main gate of each unit.
- 2. Drains etc: Drains, Sewers and pipes.
- 3. Common walls and Main gate, Structures, Beam, Column, foundation elimination.
- 4. Common dustbins living area (if any)
- 5. Stair Case landings and midland on all floors in the Building, Roof.

# THE SCHEDULE "D" ABOVE REFERRED PROPERTY

 The cost of all maintenance and all other common parts of fixtures, fittings and equipment in under or upon the building enjoyed or used in common by the occupiers. 2. municipal and other Taxes and all electricity charges in common for the said Building and Salaries of Society/ Complex Caretak

Continued.....15

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**IN WITNESS WHERE OF** the parties herein have hereunder set and subscribed their respective signatures and seals on the day, month and year first above written.

Amal Kantí Banerjee, Shyamal Banerjee alías Shyamal Kantí Banerjee, Suman Kantí Banerjee, Shípra Bhattacharjee & Srí Debabrata Mukherjee, <u>Being represented by their</u> **Constituted Attorney namely** 

M/S "MANNDEEP DEVELOPER REAL ESTATE" PAN ABAFM4050D in Principal place of business situated at 25/C/I, Bancharam Mitra Lane, P.O. Konnagar, P.S. Uttarpara, Dist: Hooghly Pin-712235 represented by its Partners namely-----I. SHRI GOPAL AGARWAL, ,2. SHRI DEEPAK KUMAR AGARWAL, 3., SHRI BHASKAR CHAKRABORTY, & 4. SMT KIRAN SINGH,

## SIGNED, SEALED & DELIVERED

In presence of:

Signature of Vendors

1.

Signature of Developer

2.

Signature of Purchasers

Continued.....16

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#### MEMO OF CONSIDERATION

Received of and from the within named purchaser a sum of **26,50,000**/(Rupees twenty six lakhs fifty thousand) only, being the full and final consideration money in respect of Schedule mentioned flat property in the following manner:

DatedMode of PaymentAmount

Amal Kantí Banerjee, Shyamal Banerjee alías Shyamal Kantí Banerjee, Suman Kantí Banerjee, Shipra Bhattacharjee & Srí Debabrata Mukherjee, <u>Being represented by their Constituted Attorney</u> <u>namely</u>......M/S "MANNDEEP DEVELOPER REAL ESTATE" PAN ABAFM4050D in Principal place of business situated at 25/C/I, Bancharam Mitra Lane, P.O. Konnagar, P.S. Uttarpara, Dist: Hooghly Pin-712235 represented by its Partners namely------I. SHRI GOPAL AGARWAL, 2. SHRI DEEPAK KUMAR AGARWAL, 3., SHRI BHASKAR CHAKRABORTY, & 4. SMT KIRAN SINGH,

#### **WITNESSES**

1.

Signature of Vendor

2.

Signature of Developer

Drafted by me

DEBASHISH CHAKRABORTY ADVOCATE

REGISTRATION NO. : **W.B.708/1999** Email I.D - **advocatechakraborty.debasish@gmail.com** Address : **64 Surya Sen Street, P.O.Konnagar, P.S. Uttarpara, Dist : Hooghly,** Mob : **9830391556 & 8910638247**