

DEED OF CONVEYANCE

THIS DEED OF CONVEYANCE is made on this day of February, Two Thousand and Twenty Three (2023) **BETWEEN** **(1) SRI PRADIP ROY (PAN - BAIPR0372P, AADHAAR NO.9233 0017 4011)**, Son of Late Akhil Ranjan Roy, by faith - Hindu, by Nationality - Indian, by Occupation - Service, residing at Sitala Paschim, under Post Office and Police Station - Sonarpur, Kolkata - 700150, in the District of South 24 Parganas, **(2) SMT. SHUKLA ROY (PAN - AGRPR1346M, AADHAAR NO.8688 8015 7064)**, Wife of Sri Partha Pratim Roy and Daughter of Late Akhil Ranjan Roy, by faith - Hindu, by Nationality - Indian, by Occupation - Service, residing at 215, Narayanpur Road, A.P. Nagar, Purbachal, under Post Office and Police Station - Sonarpur, Kolkata - 700150, in the District of South 24 Parganas, **(3) PALLABI ROY (PAN - BAIPR0373N, AADHAAR NO.4448 5401 7935)**, Daughter of Late Akhil Ranjan Roy, by faith - Hindu, by Nationality - Indian, by Occupation - Private Tutor, residing at Sitala Paschim, under Post Office and Police Station - Sonarpur, Kolkata - 700150, in the District of South 24 Parganas, **(4) SMT. GOPA SARKAR (PAN - GJQPS1045Q, AADHAAR NO.7240 7626 3253)**, Wife of Sri Jayanta Sarkar and Daughter of Late Akhil Ranjan Roy, by faith - Hindu, by Nationality - Indian, by Occupation - House wife, residing at A-403, Mont Vert Diew, S. No.118/1/2, Balaji Mandir Sus Road, Post Office - Pasan, Chatushrungi, under Police Station - Pune, in the District of Pune, Maharashtra, Pin - 411021 **and (5) SMT. SUTAPA BHOWMICK (PAN - CKNPB1983J, AADHAAR NO.5086 1622 9830)**, Wife of Sri Tuhin Bhowmick and Daughter of Late Akhil Ranjan Roy, by faith - Hindu, by Nationality - Indian, by Occupation - House

wife, residing at Natunpally Purbapara, under Post Office and Police Station – Sonarpur, Kolkata – 700150, in the District of South 24 Parganas, being represented by their Constituted Attorney namely **M/S. SHREE CONSTRUCTION (PAN – AEFFS5097G)**, a Partnership Firm having its office at 211,Ground Floor, Block BF-42, Shantipally, Post Office – Kasba EKTP, under Police Station – Kasba, Kolkata – 700107, in the District of South 24 Parganas, represented by its Partners namely **(1) SRI ARUN RAI (PAN – AMIPR3770J, AADHAAR NO.9550 6256 6531)**,Son of Sri Shyam Milan Rai, by faith - Hindu, by Nationality - Indian, by Occupation - Business, residing at 4D/3A/1, Dharmatala Road, Ground Floor, Post Office – Kasba, under Police Station - Kasba, Kolkata - 700039, in the District of South 24 Parganas **and (2) SRI RAJESH KUMAR JHA (PAN – AHL PJ1631Q, AADHAAR NO.8415 6114 4738)**,Son of Sri Sushil Jha, by faith - Hindu, by Nationality - Indian, by Occupation - Business, residing at 55, First Floor, NDB Road, Madhya Dakshin Laskar Para, Post Office – Kasba, under Police Station – Kasba, Kolkata -700039, in the District of South 24 Parganas, as their true and lawful Constituted Attorney, by virtue of a registered Development Agreement – cum-General Power of Attorney executed on 17th day of March, 2022 and registered on -----, which was duly registered in the office of the Additional District Sub-Registrar, Sonarpur, South 24 Parganas and the same is recorded in Book No.I, Volume No.-----, Pages from ----- to -----, Being No.- -----in the year 2022, hereinafter called and referred to as the **“VENDORS”**(which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their heirs, executors, successors, legal

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representatives, administrators, and assigns) of the **FIRST PART.**

AND

(1) SRI----- (PAN-----, AADHAAR NO.-----), Son of Sri -----, by faith – Hindu, by Nationality – Indian, by Occupation ----- **and (2) SMT.----- (PAN-----, AADHAAR NO.-----),** Wife of Sri -----, by faith – Hindu, by Nationality – Indian, by Occupation -----, both are residing at -----, under Post Office and Police Station – -----, Kolkata – -----, in the District of South 24 Parganas, hereinafter jointly called and referred to as the **“PURCHASERS”** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their heirs, executors, successors, legal representative, administrators and assigns) of the **SECOND PART.**

A N D

M/S. SHREE CONSTRUCTION (PAN – AEFES5097G), a Partnership Firm having its office at 211, Ground Floor, Block BF-42, Shantipally, Post Office – Kasba EKTP, under Police Station – Kasba, Kolkata – 700107, in the District of South 24 Parganas, represented by its Partners namely **(1) SRI ARUN RAI (PAN – AMIPR3770J, AADHAAR NO.9550 6256 6531),** Son of Sri Shyam Milan Rai, by faith - Hindu, by Nationality - Indian, by Occupation - Business, residing at 4D/3A/1, Dharmatala Road, Ground Floor, Post Office – Kasba, under Police Station - Kasba, Kolkata - 700039, in the District of South 24 Parganas **and (2) SRI RAJESH KUMAR JHA (PAN – AHL PJ1631Q, AADHAAR NO.8415 6114 4738),** Son of Sri

Sushil Jha, by faith - Hindu, by Nationality - Indian, by Occupation - Business, residing at 55, First Floor, NDB Road, Madhya Dakshin Laskar Para, Post Office – Kasba, under Police Station – Kasba, Kolkata -700039, in the District of South 24 Parganas, hereinafter called and referred to as the **“DEVELOPER/CONFIRMING PARTY”** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successor or interest) of the **THIRD PART.**

WHEREAS (1) Sri Krishna Lal Debnath and (2) Sri Dharendra Kumar Nath were the joint and absolute Land Owners and possessor in respect of First Schedule below mentioned property along with other property, lying and situated at Mouza – Malipukuria, J.L. No.24, Touzi No.250, Revenue Survey No.193, comprised in R.S. Dag No.4/784, relating to R.S. Khatian No.149, at present within the limits of Sonarpur – II Gram Panchayet, Post Office – Sonarpur, under Police Station – Sonarpur, Kolkata - 700150, Additional District Sub-Registry Office at Sonarpur, District Sub-Registry Office at Alipore, in the District of 24 Parganas respectively.

AND WHEREAS while seized and possessed the sixteenth anna share of the above mentioned property said Sri Krishna Lal Debnath and Sri Dharendra Kumar Nath therein jointly seized, possessed and enjoyed their aforesaid landed property without any claim, demand, attachments, encumbrances, liens, charges, lispendences, attachments, trust whatsoever from any corner or corners whatsoever.

AND WHEREAS said Sri Krishna Lal Debnath and Sri Dharendra Kumar Nath while seized and possessed the aforesaid property as joint and absolute Land Owners and possessor therein, in urgent need of money they jointly sold, conveyed and transferred with a valuable consideration mentioned therein property, lying and situated at Mouza – Malipukuria, J.L. No.24, Touzi No.250, Revenue Survey No.193, comprised in R.S. Dag No.4/784, relating to R.S. Khatian No.149, at present within the limits of Sonarpur – II Gram

Panchayet, Post Office – Sonarpur, under Police Station – Sonarpur, Kolkata - 700150, Additional District Sub-Registry Office at Sonarpur, District Sub-Registry Office at Alipore, in the District of 24 Parganas, by virtue of a Deed of Sale executed and registered on 13th day of August, 1960 unto and in favour of (1) Sri Surendra Chandra Roy and (2) Sri Akhil Ranjan Roy, both are sons of Late Nagarbasi Roy. The said Deed of Sale executed and registered on 13th day of August, 1960 which was duly registered in the office of the District Registrar Alipore, in the District of 24 Parganas and the same was recorded in Book No.I, Volume No.71, Pages from 227 to 231, Being No.2714 in the year 1960.

AND WHEREAS while seized and possessed as joint and absolute rightful land owners the said Surendra Chandra Roy, Son of Late Nagarbasi Roy, who was a Hindu during his life time and at the time of his death and governed by the Dayabhaga School of Hindu Law, died intestate on 18th day of September, 2009 as bachelor, leaving behind his only brother namely Sri Akhil Ranjan Roy is/was the legal heir, successor and/or legal representative of the said deceased Surendra Chandra Roy, Son of Late Nagarbasi Roy, as per Hindu Succession Act.

AND WHEREAS said Sri Akhil Ranjan Roy, Son of Late Nagarbasi Roy by virtue of said Deed of Sale vide Being No.2714 in the year 1960 and by way of inheritance (share of only brother) was the sole and absolute Land Owner and possessor in respect of the above mentioned property, the L.R. Settlement operation come into force and in the said L.R. Record of Right the said property has been recorded in the name of said Sri Akhil Ranjan Roy, Son of Late Nagarbasi Roy, under L.R. Khatian No.02, being L.R. Dag No.04, lying and situated at Mouza – Malipukuria, J.L. No.24, Touzi No.250, Revenue Survey No.193, comprised in R.S. Dag No.4/784, relating to R.S. Khatian No.149, at present within the limits of Sonarpur – II Gram Panchayet, Post Office – Sonarpur, under Police Station – Sonarpur, Kolkata - 700150, Additional District Sub-Registry Office at Sonarpur, District Sub-Registry Office at Alipore, in the District of 24 Parganas now South 24 Parganas and had

been seized, possessed and enjoyed the same by on paying the rates and taxes to the Authority concerned regularly.

AND WHEREAS while seized and possessed the sixteenth anna share of the above mentioned property the said Sri Akhil Ranjan Roy, Son of Late Nagarbasi Roy therein solely seized, possessed and enjoyed his aforesaid property without any claim, demand, attachments, encumbrances, liens, charges, lispendences, attachments, trust whatsoever from any person or persons whatsoever.

AND WHEREAS said Akhil Ranjan Roy, Son of Late Nagarbasi Roy, while seized and possessed as sole and absolute rightful Land Owner and possessor therein the said Akhil Ranjan Roy, Son of Late Nagarbasi Roy, who was a Hindu during his life time and at the time of his death and governed by the Dayabhaga School of Hindu Law, died intestate on 8th day of August, 2015, leaving behind his wife namely Smt. Gouri Rani Roy and only son namely Sri Pradip Roy (Land Owners/Vendors No.1 herein) and four daughters namely (i) Smt. Shukla Roy (Land Owners/Vendors No.2 herein), Wife of Sri Partha Pratim Roy, (ii) Pallabi Roy (Land Owners/Vendors No.3 herein), (iii) Smt. Gopa Sarkar (Land Owners Vendors No.4 herein), Wife of Sri Jayanta Sarkar and (iv) Smt. Sutapa Bhowmick (Land Owners/Vendors No.5 herein), Wife of Sri Tuhin Bhowmick are the legal heirs, successors and legal representatives of the said deceased AkhilRanjan Roy, Son of Late Nagarbasi Roy, as per Hindu Succession Act.

AND WHEREAS thus by way of inheritance (share of husband and father) the said (1) Smt. Gouri Rani Roy, Wife of Late Akhil Ranjan Roy, (2) Sri Pradip Roy (Land Owners/Vendors No.1 herein), Son of Late Akhil Ranjan Roy, (3) Smt. Shukla Roy (Land Owners/Vendors No.2 herein), Wife of Sri Partha Pratim Roy and Daughter of Late Akhil Ranjan Roy, (4) Pallabi Roy (Land Owners/Vendors No.3 herein), Daughter of Late Akhil Ranjan Roy, (5) Smt. Gopa Sarkar (Land Owners/Vendors No.4 herein), Wife of Sri Jayanta Sarkar and Daughter of Late Akhil Ranjan Roy and (6) Smt. Sutapa Bhowmick(Land Owners/Vendors No.5 herein), Wife of Sri Tuhin Bhowmick and Daughter of Late Akhil Ranjan Roy are the joint and

absolute Land Owners and possessor in respect of the above mentioned undivided property and each hold undivided 1/6th share of the above mentioned property, lying and situated at Mouza – Malipukuria, J.L. No.24, Touzi No.250, Revenue Survey No.193, comprised in R.S. Dag No.4/784, relating to L.R. Dag No.04, R.S. Khatian No.149, L.R. Khatian No.02, at present within the limits of Sonarpur – II Gram Panchayet, Post Office – Sonarpur, under Police Station – Sonarpur, Kolkata - 700150, Additional District Sub-Registry Office at Sonarpur, District Sub-Registry Office at Alipore, in the District of South 24 Parganas and they have been paying the rates and taxes to the authority concerned regularly.

AND WHEREAS by way of inheritance (share of husband and father) the said (1) Smt. Gouri Rani Roy, Wife of Late Akhil Ranjan Roy, (2) Sri Pradip Roy (Land Owners/Vendors No.1 herein), Son of Late Akhil Ranjan Roy, (3) Smt. Shukla Roy (Land Owners/Vendors No.2 herein), Wife of Sri Partha Pratim Roy and Daughter of Late Akhil Ranjan Roy, (4) Pallabi Roy (Land Owners/Vendors No.3 herein), Daughter of Late Akhil Ranjan Roy, (5) Smt. Gopa Sarkar (Land Owners/Vendors No.4 herein), Wife of Sri Jayanta Sarkar and Daughter of Late Akhil Ranjan Roy and (6) Smt. Sutapa Bhowmick(Land Owners/Vendors No.5 herein), Wife of Sri Tuhin Bhowmick and Daughter of Late Akhil Ranjan Roy are the joint and absolute Land Owners and possessor in respect of the above mentioned undivided bastu landed property, the L.R. Settlement operation come into force and in the said L.R. Record of Right the said property has been recorded in the names of said (1) Smt. Gouri Rani Roy, Wife of Late Akhil Ranjan Roy, under L.R. Khatian No.4274, being L.R. Dag No.04, (2) Sri Pradip Roy (Land Owners/Vendors No.1 herein), Son of Late Akhil Ranjan Roy, under L.R. Khatian No.4278, being L.R. Dag No.04, (3) Smt. Shukla Roy (Land Owners/Vendors No.2 herein), Wife of Sri Partha Pratim Roy and Daughter of Late Akhil Ranjan Roy, under L.R. Khatian No.4275, being L.R. Dag No.04, (4) Pallabi Roy (Land Owners/Vendors No.3 herein), Daughter of Late Akhil Ranjan Roy, under L.R. Khatian No.4273, being L.R. Dag No.04, (5) Smt. Gopa Sarkar (Land

Owners/Vendors No.4 herein), Wife of Sri Jayanta Sarkar and Daughter of Late Akhil Ranjan Roy, under L.R. Khatian No.4277, being L.R. Dag No.04 and (6) Smt. Sutapa Bhowmick(Land Owners/Vendors No.5 herein), Wife of Sri Tuhin Bhowmick and Daughter of Late Akhil Ranjan Roy, under L.R. Khatian No.4276, being L.R. Dag No.04, lying and situated at Mouza – Malipukuria, J.L. No.24, Touzi No.250, Revenue Survey No.193, comprised in R.S. Dag No.4/784, relating to R.S. Khatian No.149, at present within the limits of Sonarpur – II Gram Panchayet, Post Office – Sonarpur, under Police Station – Sonarpur, Kolkata - 700150, Additional District Sub-Registry Office at Sonarpur, District Sub-Registry Office at Alipore, in the District of South 24 Parganas and they have been jointly seizing, possessing and enjoying the same by on paying the rates and taxes to the Authority concerned.

AND WHEREAS while seized and possessed the sixteenth anna share of the above mentioned bastu landed property and the said (1) Smt. Gouri Rani Roy, Wife of Late Akhil Ranjan Roy, (2) Sri Pradip Roy (Land Owners/Vendors No.1 herein), Son of Late Akhil Ranjan Roy, (3) Smt. Shukla Roy (Land Owners/Vendors No.2 herein), Wife of Sri Partha Pratim Roy and Daughter of Late Akhil Ranjan Roy, (4) Pallabi Roy (Land Owners/Vendors No.3 herein), Daughter of Late Akhil Ranjan Roy, (5) Smt. Gopa Sarkar (Land Owners/Vendors No.4 herein), Wife of Sri Jayanta Sarkar and Daughter of Late Akhil Ranjan Roy and (6) Smt. Sutapa Bhowmick(Land Owners/Vendors No.5 herein), Wife of Sri Tuhin Bhowmick and Daughter of Late Akhil Ranjan Roy herein jointly seized, possessed and enjoyed their undivided aforesaid bastu landed property without any claim, demand, attachments, encumbrances, liens, charges, lispendences, attachments, trust whatsoever from any person or persons whatsoever.

AND WHEREAS by a Bengali Dan Patra Deed executed on 11th day of September, 2019 and registered on 12th day of September, 2019 which was duly registered in the office of the Additional District Sub-Registrar, Sonarpur, South 24 Parganas and the same was recorded in Book No.I, Volume No.1608-2019, Pages from 142490 to 142518, Being

No.160805147 in the Year 2019, the aforesaid Smt. Gouri Rani Roy, Wife of Late Akhil Ranjan Roy of Sitala Paschim, under Post Office and Police Station – Sonarpur, Kolkata – 700150, in the District of South 24 Parganas, Donor therein transferred her undivided 1/6th share of the above mentioned property measuring more or less 2(Two) Cottahs 08(Eight) Chittacks 0(Zero) Square Feet unto and in favour of her son and daughters namely (1) Sri Pradip Roy (Land Owners/Vendors No.1 herein), Son of Late Akhil Ranjan Roy, (2) Smt. Shukla Roy (Land Owners/Vendors No.2 herein), Wife of Sri Partha Pratim Roy and Daughter of Late Akhil Ranjan Roy, (3) Pallabi Roy (Land Owners/Vendors No.3 herein), Daughter of Late Akhil Ranjan Roy, (4) Smt. Gopa Sarkar (Land Owners/Vendors No.4 herein), Wife of Sri Jayanta Sarkar and Daughter of Late Akhil Ranjan Roy and (5) Smt. Sutapa Bhowmick(Land Owners/Vendors No.5 herein), Wife of Sri Tuhin Bhowmick and Daughter of Late Akhil Ranjan Roy, as Donee therein the said undivided 1/6th share of bastu land measuring more or less 2(Two) Cottahs 08(Eight) Chittacks 0(Zero) Square Feet out of bastu landed property measuring more or less 15(Fifteen) Cottahs 0(Zero) Chittack 0(Zero) Square Feet, lying and situated at Mouza – Malipukuria, J.L. No.24, Touzi No.250, Revenue Survey No.193, comprised in R.S. Dag No.4/784, relating to R.S. Khatian No.149, L.R. Dag No.04, L.R. Khatian Nos.4273, 4274, 4275, 4276, 4277 and 4278, at present within the limits of Sonarpur – II Gram Panchayet, Post Office – Sonarpur, under Police Station – Sonarpur, Kolkata - 700150, Additional District Sub-Registry Office at Sonarpur, District Sub-Registry Office at Alipore, in the District of South 24 Parganas including all right of ingress and egress over the Road and all easement rights on the said land.

AND WHEREAS by virtue of a said Bengali Dan Patra Deed vide Being No.160805147 in the Year 2019 the said (1) Sri Pradip Roy (Land Owners/Vendors No.1 herein), Son of Late Akhil Ranjan Roy, (2) Smt. Shukla Roy (Land Owners/Vendors No.2 herein), Wife of Sri Partha Pratim Roy and Daughter of Late Akhil Ranjan Roy, (3) Pallabi Roy (Land Owners/Vendors No.3 herein), Daughter of Late Akhil Ranjan Roy, (4) Smt. Gopa

Sarkar (Land Owners/Vendors No.4 herein), Wife of Sri Jayanta Sarkar and Daughter of Late Akhil Ranjan Roy and (5) Smt. Sutapa Bhowmick(Land Owners/Vendors No.5 herein), Wife of Sri Tuhin Bhowmick and Daughter of Late Akhil Ranjan Roy are the joint and absolute rightful land owners and possessor of the said undivided total bastu landed property measuring more or less 15(Fifteen) Cottahs 0(Zero) Chittack 0(Zero) Square Feet and each hold undivided 1/5th share of the said undivided property, lying and situated at Mouza – Malipukuria, J.L. No.24, Touzi No.250, Revenue Survey No.193, comprised in R.S. Dag No.4/784, relating to R.S. Khatian No.149, L.R. Dag No.04, L.R. Khatian Nos.4273, 4274, 4275, 4276, 4277 and 4278, at present within the limits of Sonarpur – II Gram Panchayet, Post Office – Sonarpur, under Police Station – Sonarpur, Kolkata - 700150, Additional District Sub-Registry Office at Sonarpur, District Sub-Registry Office at Alipore, in the District of South 24 Parganas and they jointly by paying the rates and taxes to the Authority concerned regularly without any claim, demand, attachments and encumbrances from any corner or corners whatsoever.

AND WHEREAS the Land Owners/Vendors herein have good marketable title to the **FIRST SCHEDULE** below mentioned property and jointly seizing, enjoying and possessing peacefully, absolutely and without any claim, demand, attachments and encumbrances from any person or persons whatsoever.

AND WHEREAS Land Owners/Vendors herein have decided to develop the said property described in the **FIRST SCHEDULE** hereunder by way of construction of two new buildings(Ground plus three storied) with different self-contained residential flat/s, Car Parking spaces etc., more fully and particularly described in the **SECOND SCHEDULE** hereunder written on the land described in the **FIRST SCHEDULE** hereunder in accordance with the Building plan to be sanction by the Sonarpur – II Gram Panchayet/any other Competent Authority/s.

AND WHEREAS the present Land Owners/Vendors while have been jointly enjoying and possessing the said property, lying and situated at Mouza – Malipukuria, J.L. No.24, Touzi No.250, Revenue Survey No.193, comprised in R.S. Dag No.4/784, relating to R.S. Khatian No.149, L.R. Dag No.04, L.R. Khatian Nos.4273, 4274, 4275, 4276, 4277 and 4278, at present within the limits of Sonarpur – II Gram Panchayet, Post Office – Sonarpur, under Police Station – Sonarpur, Kolkata - 700150, Additional District Sub-Registry Office at Sonarpur, District Sub-Registry Office at Alipore, in the District of South 24 Parganas, bastu land measuring more or less 15(Fifteen) Cottahs 0(Zero) Chittack 0(Zero) Square Feetas land Owners thereof, they jointly approached the Developer/Confirming Party herein with the proposal to construct two Ground plus four storied residential buildings on the said land comprising of several self-contained flats, Car Parking spaces etc. thereof utilizing the maximum FAR for mutual profits, interests and benefits on or over the said property, according to sanction building plan to be sanction by the Sonarpur – II Gram Panchayet/any other Competent Authority/s, which is more fully and particularly mentioned and described in the First Schedule hereunder written on certain terms and conditions which have been mutually discussed and settled.

AND WHEREAS said Land Owners/Vendors herein entered into a Development Agreement – Cum General Power of Attorney executed on 17th day of March, 2022 and registered on -----, which was duly registered in the office of the Additional District Sub-Registrar, Sonarpur, South 24 Parganas and the same is recorded in Book No.I, Volume No.-----, Pages from ----- to -----, Being No.----- in the year 2022 with

the Developer/Confirming Party herein for the purpose of development of the said property by constructing two Ground Plus three storied residential buildings on the said land on certain terms and conditions as mentioned therein.

AND WHEREAS in pursuance of the said registered Development Agreement – Cum General Power of Attorney executed on 17th day of March, 2022 and registered on -----
---, the Developer/Confirming Party herein started two Ground Plus three storied residential buildings on the said land according to the sanction building plan sanctioned by the Sonarpur – II Gram Panchayet/any other Competent Authority/svide Building Plan No.654/784/KMDA dated 14.03.2022 in respect of the said property, lying and situated at Mouza – Malipukuria, J.L. No.24, Touzi No.250, Revenue Survey No.193, comprised in R.S. Dag No.4/784, relating to R.S. Khatian No.149, L.R. Dag No.04, L.R. Khatian Nos.4273, 4274, 4275, 4276, 4277 and 4278, at present within the limits of Sonarpur – II Gram Panchayet, Post Office – Sonarpur, under Police Station – Sonarpur, Kolkata - 700150, Additional District Sub-Registry Office at Sonarpur, District Sub-Registry Office at Alipore, in the District of South 24 Parganas and the Developer/Confirming Party have the right to sell the Developer's allocated portion of the said building, i.e. flat and one car parking area of the building to the intending Purchasers having provided the Land Owners' allocation to the Land Owners' in compliance with the terms of the said registered Development Agreement – Cum General Power of Attorney executed on 17th day of March, 2022 and registered on -----
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AND WHEREAS the Developer/Confirming Party herein started two Ground plus four storied residential buildings on the said property, lying and situated at Mouza – Malipukuria, J.L. No.24, Touzi No.250, Revenue Survey No.193, comprised in R.S. Dag No.4/784, relating to R.S. Khatian No.149, L.R. Dag No.04, L.R. Khatian Nos.4273, 4274, 4275, 4276, 4277 and 4278, at present within the limits of Sonarpur – II Gram Panchayet, Post Office – Sonarpur, under Police Station – Sonarpur, Kolkata - 700150, Additional District Sub-Registry Office at Sonarpur, District Sub-Registry Office at Alipore, in the District of South 24 Parganas and according to the said sanctioned Building Plan which such land and entire buildings as fully described in the First Schedule hereunder written and the Developer/Confirming Party desires to sell one **Flat No.-----, on the-----Floor,-----side, measuring more or less----- (-----) Square Feet carpet area, _____ sqft Builtup area and _____ sqft built-up area and _____ super built up area consisting of----- along with one covered Car Parking space vide No.-----, on the Ground Floor, -----side, measuring more or less ----- Square Feet area** together with right to use all common areas of the buildings together with proportionate undivided share of land of the said buildings to the intending Purchasers from the Developer's allocated portion of the said buildings.

AND WHEREAS the Developer/Confirming Party herein completed two Ground plus four storied residential buildings on the said property, lying and situated at Mouza – Malipukuria, J.L. No.24, Touzi No.250, Revenue Survey No.193, comprised in R.S. Dag No.4/784, relating to R.S. Khatian No.149, L.R. Dag

No.04, L.R. Khatian Nos.4273, 4274, 4275, 4276, 4277 and 4278, at present within the limits of Sonarpur – II Gram Panchayet, Post Office – Sonarpur, under Police Station – Sonarpur, Kolkata - 700150, Additional District Sub-Registry Office at Sonarpur, District Sub-Registry Office at Alipore, in the District of South 24 Parganas, according to the sanctioned Building Plan which such land and entire buildings as fully described in the First Schedule hereunder written and the Developer/Confirming Party herein desires to sell one **Flat No.-----, on the----- Floor, ----- side, measuring more or less----- (-----) Square Feet carpet area**, _____ **sqft Builtup area and _____ sqft Super built up area consisting of ----- along with one covered Car Parking space vide No.-----, on the Ground Floor, -----side, measuring more or less ----- Square Feet** together with right to use all common areas of the building together with proportionate undivided share of land of the said building to the intending Purchasers from the Developer's allocated portion of the said buildings.

AND WHEREAS the Developer/Confirming Party herein being desirous of selling the said Flat No.-----, on the -----Floor, -----side, on being approached by the Purchasers herein, have agreed to sell **ALL THAT one Flat No.-----, on the----- Floor, ----- side, measuring more or less----- (-----) Square Feet carpet area, _____ sqft Builtup area and _____ sqft super built-up area consisting of ----- along with one covered Car Parking space vide No.-----, on the Ground Floor, -----side, measuring more or less -----**

Square Feet, more fully and particularly described in the **THIRDSCHEDULE** hereunder written with the right to use of all common areas of the buildings together with proportionate share of property, lying and situated at Mouza – Malipukuria, J.L. No.24, Touzi No.250, Revenue Survey No.193, comprised in R.S. Dag No.4/784, relating to R.S. Khatian No.149, L.R. Dag No.04, L.R. Khatian Nos.4273, 4274, 4275, 4276, 4277 and 4278, at present within the limits of Sonarpur – II Gram Panchayet, Post Office – Sonarpur, under Police Station – Sonarpur, Kolkata - 700150, Additional District Sub-Registry Office at Sonarpur, District Sub-Registry Office at Alipore, in the District of South 24 Parganas, at and for a total sum to **Rs.-**
-----/-(Rupees-----) **only** free from all encumbrances.

AND WHEREAS the Purchasers herein entered into an Agreement for Sale executed on ---- day of -----, 2023 with the Vendors/Land Owners and also with the Developer/Confirming Party herein for purchase of **ALL THAT one Flat No.-----, on the----- Floor, ----- side, measuring more or less-----(--**
-----) Square Feet carpet area ,
_____sqft Builtup area and _____ sqft super built-up area consisting of -----
- along with one covered Car Parking space vide No.-----, on the Ground Floor, -----side, measuring more or less
----- Square Feet, more fully and particularly described in the Third Schedule hereunder written with the right to use of all common areas of the building together with proportionate undivided share of land, lying and situated at Mouza – Malipukuria, J.L. No.24, Touzi No.250, Revenue Survey No.193, comprised in R.S. Dag No.4/784, relating to R.S. Khatian

No.149, L.R. Dag No.04, L.R. Khatian Nos.4273, 4274, 4275, 4276, 4277 and 4278, at present within the limits of Sonarpur – II Gram Panchayet, Post Office – Sonarpur, under Police Station – Sonarpur, Kolkata - 700150, Additional District Sub-Registry Office at Sonarpur, District Sub-Registry Office at Alipore, in the District of South 24 Parganas, at and for a total sum to **Rs.-----/-(Rupees-----**

--) **only** free from all encumbrances, liens, charges, lispendences, attachments, trust, whatsoever and however.

NOW THIS INDENTURE WITNESSETH that in consideration of the sum of **Rs.-----/-(Rupees-----**
-----) **only** paid by the Purchasers to the Developer/Confirming Party herein (the receipt whereof the Developer/Confirming Party doth hereby admit and acknowledge and of and from the same and every part thereof acquit release and forever discharge) the Purchasers and the said flat hereby intended to be sold, subject to the common facilities as set out in the Third Schedule hereto and on the part of the Purchasers to be enjoyed observed and performed the Developer/Confirming Party doth hereby grant, convey, transfer, assign and assure unto and to the use of the Purchasers **ALL THAT one Flat No.----,on the----- Floor, ---**
----- side, measuring more or less-----(------
-----) Square Feet carpet area, _____ sqft Builtup area
and _____ sqft super built-up area consisting of -----
----- along with one covered
Car Parking space vide No.-----, on the Ground Floor, -----
-----side, measuring more or less ----- Square Feet,
 more fully and particularly described in the Third Schedule hereunder written with the right to use of all common areas of the building together with proportionate undivided share of land, lying and situated at Mouza – Malipukuria, J.L. No.24, Touzi No.250, Revenue Survey No.193, comprised in R.S. Dag No.4/784, relating to R.S. Khatian No.149, L.R. Dag No.04, L.R. Khatian Nos.4273, 4274, 4275, 4276, 4277 and 4278, at present within the limits of Sonarpur – II Gram Panchayet, Post

Office – Sonarpur, under Police Station – Sonarpur, Kolkata - 700150, Additional District Sub-Registry Office at Sonarpur, District Sub-Registry Office at Alipore, in the District of South 24 Parganas, which the Developer/Confirming Party confirms to has transferred **OR HOWSOEVER OTHERWISE** the said flat with one covered car parking area or any part thereof now are or at any time or times hereto before were called known, numbered and butted described or distinguished **AND** with right **TO HOLD** own use and occupy the same and together with the right to use in common with the other Land Owners/Vendors or occupants of the said premises/holding all paths, ways, entrance, common passages, compounds open space, electric fittings, sewerage and septic tanks about subject to the common facilities as described in the Fourth Schedule hereunder written including top of the terrace used by Purchasers of the said building **AND** all other rights, easements, appurtenances and privileges thereon and other conveniences for beneficial enjoyment of the said flat with one car parking space free from all encumbrances, attachments, liens or lispendenses whatsoever **TO HAVE AND TO HOLD** the said Flat with one covered car parking area, more fully and particularly described in the Third Schedule hereunder written hereby granted, expressed or intended so to be unto and to the use of the said Purchasers absolutely and forever **AND** the Land Owners/Vendors and Developer/Confirming Party doth hereby covenant with the Purchasers that **NOTWITHSTANDING** any act, deed or thing by the Land Owners/Vendors and the Developer/Confirming Party or their predecessor-in-title done executed or knowingly suffered to the contrary the said Developer/Confirming Party now hath good right full power and absolute authority to grant, transfer and assign and assure the said flat with one covered car parking area hereby granted, conveyed, transferred, assigned and assured or otherwise expressed or intended so to be together with their undivided right, title and interest the property as fully described in the First and Second Schedule hereunder written unto and to the use of the Purchasers in the manner aforesaid **AND** that the Purchasers shall and may at all times hereafter peaceably and

receive rents, issues and profits hereof and evict the tenant if required without any lawful eviction on interruption claim or demand whatsoever from or by the said Land Owners/Vendors and Developer/Confirming Party or any person or persons lawfully or equitably claiming from under or in trust for them **AND** will from time to time and at all times hereafter at the request and costs of the Purchasers do and execute or cause to be done and executed all such acts, matters and things whatsoever for further and more perfectly assuring the said Flat with one covered car parking area and the said undivided proportionate share or interest in the said land and holding and every part thereof unto and to the use of the Purchasers in the manner aforesaid as shall or may be reasonably required **AND** the Purchasers and Land Owners/Vendors and Developer/Confirming Party doth hereby declare as follows :

1. That the Land Owners/Vendors and the Developer /Confirming Party do hereby declare that it has good, valid and marketable title and absolute authority to grant, transfer and sell the said flat with one covered car parking area, more fully and particularly mentioned in the **THIRD SCHEDULE** here under written, together with undivided proportionate share of land underneath of building in **FIRST** and **SECOND SCHEDULE**, including the said flat with one covered car parking area is free from all encumbrances mortgages, charges liens, lispens and attachments.
2. That the Purchasers by this Deed shall be the exclusive owners of the said flat with one covered car parking area and shall hold, possess, occupy and enjoy the said flat with one covered car parking area for their own use and benefit without any interruption, lawful eviction and any claim and demand and shall have exclusive right and absolute ownership on the flat with one covered car parking area in **THIRD SCHEDULE** and shall have right to sell, transfer, mortgage, assign in any manner like other flat owners without any objection and interruption by the Land

Owners/Vendors and Developer/Confirming Party herein.

3. That the Purchasers shall enjoy all common areas without causing disturbances in peaceful enjoyment of other owners of the flat with one covered car parking area and shall not do any act, causing disturbances and inconvenience to other occupants and inmates of the said building and shall pay proportionate maintenance charges to the Developer/Confirming Party so long Owners' Association is not formed.
4. The interest which the Land Owners/Vendors and Developer/Confirming Party do hereby profess to transfer, subsists and that the Land Owners/Vendors and Developer/Confirming Party have good, right, full power, absolute authority and indefeasible title to grant, transfer, convey, assure and assign the said flat with one covered car parking area and the undivided impart able proportionate share and interest of and in the land and hereditaments comprised in the said holding.
5. It shall be lawful for the Purchasers from time to time and at all times hereafter to enter into upon and enjoy the said flat with one covered car parking area and undivided impart able proportionate share or interest in the land comprised in the said premises/holding and to receive taxes, issues and profits thereof without any interruption, hindrance, claim, demand or disturbances whatsoever by the Land Owners/Vendors and Developer/Confirming Party or any person or persons claiming through under or on behalf of the Land Owners/Vendors and Developer/Confirming Party herein.
6. That the said flat with one covered car parking space mentioned in the Third Schedule and undivided impart able proportionate share or interest in the land comprised in the said premises/holding mentioned in the First Schedule is free from all charges, encumbrances, liens, lispensens or any attachment

whatsoever and that the said land, messuage and holding is not subject to any litigation and there is not subject to any litigation and there is no case, suit or proceeding pending before any court of law against the said flat and undivided impart able proportionate share or interest in the land comprised in the said holding.

THAT THE PURCHASERS doth hereby covenant with the Land Owners/Vendors and Developer/Confirming Party as follows:-

1. That the Purchasers shall and will at all times hereinafter indemnify and keep safe, harmless and indemnified the Land Owners/Vendors and Developer/Confirming Party and their estate and undertake not to cause any damages of beam, column, main foundation on and all other common wall, common things, annexed with the building in **FIRST SCHEDULE** and **SECOND SCHEDULE**.
2. That the Purchasers shall join in the Association for maintaining of building in **FIRST SCHEDULE** and **SECOND SCHEDULE** and shall abide by all rules and regulations shall be framed by the body of Flat Owner's Association.
3. That the Purchasers shall pay monthly proportionate cost of maintenance charges which shall be fixed by the Association.
4. That the Purchasers at their own cost shall maintain and decorate inside the purchased flat but the all exterior portion shall be maintained by the Developer/Confirming Party so long Association is not formed.
5. That the Purchasers at their own cost shall take separate meter for enjoyment of electric energy and pay charges but for enjoyment of electricity in common areas, shall pay proportionate charges.
6. That the Purchasers neither shall allow nor allow throwing or accumulating any rubbish or other

articles in any portion of the Building in **FIRST SCHEDULE** and **SECOND SCHEDULE**.

7. That the right for the purpose of common areas and roof of the said new building shall be enjoyed by all the flat owners.
8. That the Purchasers as owners of the said flat with one covered car parking space and shall use all common things, commonly with other owners and occupiers and the common service and common portion shall be considered as common.
9. That for inspection for maintaining common drains, pipes, electric connection and water connection for the common interest, shall be bound to allow the men of Association in the flat with one covered car parking area of the **FIRST SCHEDULE** and **SECOND SCHEDULE**.
10. That the Purchasers shall not affix any signboard, nameplate in the common portion or outside walls of the building but can display the decent nameplate on the outside of the main entrance of the Flat.
11. That the Purchasers shall not affix or draw any wires, cables, pipes from and to or through any common portion or outside walls of the building or other flat, but telephone line, cable line can be taken on unavoidable circumstances.
12. That the name of the buildings “-----” shall not be changed.

FIRST SCHEDULE ABOVE REFERRED TO
(Description of the entire building)

ALL THAT piece and parcel of bastu land measuring more or less 15(Fifteen) Cottahs 0(Zero) Chittak 0(Zero) Square Feet together with newly constructed two Ground plus four storied residential buildings namely “-----”, lying and situated at Mouza – Malipukuria, J.L. No.24, Touzi No.250, Revenue Survey No.193, comprised in R.S. Dag No.4/784, relating to R.S. Khatian No.149, L.R. Dag No.04, L.R. Khatian Nos.4273, 4274, 4275, 4276, 4277 and 4278, at present within

the limits of Sonarpur – II Gram Panchayet, Post Office – Sonarpur, under Police Station – Sonarpur, Kolkata - 700150, Additional District Sub-Registry Office at Sonarpur, District Sub-Registry Office at Alipore, in the District of South 24 Parganas and the said property is butted and bounded by :

ON THE NORTH :By R.S. Dag No.4/784;

ON THE SOUTH :By R.S, Dag No.1714;

ON THE EAST : By R.S. Dag No.04;

ON THE WEST : By 16' Feet wide Road.

SECOND SCHEDULE ABOVE REFERRED TO

(Description of the buildings)

ALL THAT completed two Ground plus four storied residential buildings construction on the land described in the **FIRST SCHEDULE** hereinabove written as per building sanctioned plan obtained from the Sonarpur – II Gram Panchayet/any other Competent Authority/s **vide Building Plan No.654/784/KMDA dated 14.03.2022.**

THIRD SCHEDULE ABOVE REFERRED TO

(Description of flat with one covered Car Parking space)

ALL THAT one Flat No.----,on the----- Floor, ----- side, measuring more or less-----(------) Square Feet carpet area, _____ sqft Builtup area and _____ sqft super built-up area ----- floor consisting of ---- ----- along with one covered Car Parking space vide No.-----, on the Ground Floor, -----side, measuring more or less ----- **Square Feet** from the said Ground plus four storied residential buildings together with proportionate undivided share in the land as per First Schedule hereinabove written and all other easement rights thereto. The said Flat with one covered car parking space more particularly shown and delineated with the

colour **RED** in the Map or Plan annexed herewith as part and parcel of this Deed of Conveyance.

FOURTH SCHEDULE ABOVE REFERRED TO
(Description of the Common Portion)

1. The land, foundation, columns, beams, supports, common passage, entrances, exists, including other side of the walls falling of the building.
2. Entrance and exists.
3. Boundary walls and main gate.
4. Entrance lobby, electrical/utility room.
5. Staircase landings on all the floors.
6. Drainage and sewerage lines and other installation for the same except only which are, installed within the exclusive are of any Unit exclusively its use.
7. Electrical wiring, installations and other fittings excluding only those as are installed within the exclusive area of any Unit exclusively for its use.
8. Water pumps, water reservoirs, overhead tank, together with all common plumbing installations for carriage of water excluding only such parts of installations and fittings as are exclusively within and for the Unit.
9. Such other common parts, areas, equipments, installations, fittings, fixtures and spaces in or about the land and the building as are necessary for passage

to and/or peaceful user and enjoyment of the Unit in common by the Co-owners.

10. The roof of the new building shall be common between the Purchasers and all the co-owners of the property together with all common rights and common services.
11. Lift facility available.

FIFTH SCHEDULE ABOVE REFERRED TO
(Description of the Common Expenses)

1. All costs of maintenance, operating, replacing, repairing, white colour washing, painting, decorating, rebuilding, reconstruction, redecorating, lighting the common portions and common area of the building included.
2. All charges and deposits for supplies of common utilities to the Co-owners in common.
3. Proportionate share of insurance premium for insuring building.
4. Proportionate share of tax, water tax, and other levies in respect of the land and building save those separately assessed of the Purchasers' unit.
5. All litigation expenses for the common purposes and relating to the common use and enjoyment of the common portions.

6. Electricity charges for the electrical energy, consumed for the operation of the common services.
7. Costs of maintenance, repairs and replacement of common installation.
8. Fees and charges for all services and consultation and advices required and obtained from time to time to respect of and/or relating to the common purposes and common utilities.
9. All other expenses, taxes and other levies as may become necessary or incidental or liable to be paid by the Co-owners in common including such amount as may be fixed for creating a fund for replacement, renovations, repairing and/or period repairing of the common portions.

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

SIGNED, SEALED AND DELIVERED

by the Parties herein at Kolkata in presence of:

WITNESSES:

1.

**SIGNATURE OF THE
VENDORS/
LAND OWNERS, being
represented by their
Constituted Attorney
namely Sri Arun Rai and Sri
Rajesh Kumar Jha.**

2.

1.

2.

SIGNATURE OF THE PURCHASERS

**SIGNATURE OF THE DEVELOPER/
CONFIRMING PARTY**

Drafted by me
Advocate
High Court, Calcutta.

MEMO OF CONSIDERATION

RECEIVED from the Purchasers the sum of **Rs.-----**
(Rupees-----) only being the within mentioned full and
final consideration money paid by the Purchaser to the
Developer/Confirming Party as per memo below:

MEMO

TOTAL Rs.-----,00,000.00
=====

(Rupees -----) only.

WITNESSES:

1.

**SIGNATURE OF THE DEVELOPER/
CONFIRMING PARTY**

2.