

THIS DEED OF CONVEYANCE IS MADE on this ...... day of October , 2021 (Two Thousand Twenty one ).

Koustave Muklinger

#### BY AND BETWEEN

SMT ANJALI MUKHERJEE, PAN – BEAPM5357K, Aadhaar No – 8465 2601 9957, wife of Late Dr. Satyabrata Mukherjee , by faith – Hindu, by nationality - Indian, by occupation - House wife, residing at "Mukherjee House", Ushumpur Battala, Dwarik Banerjee Road, P.O. – Agarpara, P.S. – Ghola, Dist: North 24 Parganas, Kolkata – 700109, hereinafter referred to as the LAND OWNER (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include her heirs,/heiresses, executors, administrators, legal representatives and/ or assigns) of the FIRST PART.

The Land Owner are represented by her appointed Attorney namely **SRI KOUSTAV MUKHERJEE**, **PAN** – **BHQPM5871F**, **Aadhaar No** – **9897 2580 0338**, son of Sri Kanchan Mukherjee, by caste - Hindu, by nationality - Indian, by occupation – Business, residing at Dwarik Banerjee Road, Sadhur Bagan , P.O. – Agarpara , P.S.- Ghola , Dist. North 24 Parganas, Kolkata – 700109 , vide Registered Development Power of Attorney, Dated – 01/11/2022 , being No. – "09893" , for the year 2022 , recorded in Book No. - 1, which was registered before A.D.S.R. Sodepur , Dist. – North 24 Pargnas .

#### AND

"M/S LORD JAGANNATH ARCADE" a proprietorship firm, having its office at Dwarik Banerjee Road, Sadhur Bagan, P.O. – Agarpara, P.S.- Ghola, Dist. North 24 Parganas, Kolkata – 700109, being represented by its proprietor, SRI KOUSTAV MUKHERJEE, PAN – BHQPM5871F, Aadhaar No – 9897 2580 0338, son of Sri Kanchan Mukherjee, by caste - Hindu, by nationality - Indian, by occupation – Business, residing at Dwarik Banerjee Road, Sadhur Bagan, P.O. – Agarpara, P.S.- Ghola, Dist. North 24 Parganas, Kolkata – 700109, hereinafter referred to as the DEVELOPER/CONFIRMING PARTY (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include their heirs/heiresses, executors, administrators, legal representatives and/or assigns)n of the SECOND PART.

#### AND

••••••	son/wife/daughter of	1
by nationality - Indian, by religion -	Hindu, by occupation –	;

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residing at ....., herein after called and referred to as the " **PURCHASER** " (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his heirs, executors, administrators, legal representatives and assigns) of the **THIRD PART** 

<u>WHEREAS</u> once Sri Biswanath Bandopadhyay , purchased a bastu land measuring an area more or less 21 decimal Land , which is lying and situated at Mouza – Ghola , J.L. No – 14 , Re. Sa No – 103 , Touzi No - 6 , 63, 163 & 172 , in R.S. Dag No - 1093 under R.S. Khatian No – 916 , within the jurisdiction of A.D.S.R. Barrackpore now Sodepur , Police Station – Khardah now Ghola , District – North 24 Parganas , from Dashurati Mukhapadhyay , by virtue of registered Deed of Conveyance , dated 12/11/1946 , which was enlisted in Book No. I , Volume No – 19 , Pages – 138 to 140 , Deed No. "1160" for the year 1946 before the office of S.R. Barrackpore , Dist : 24 Parganas.

<u>AND WHEREAS</u> said Biswanath Bandopadhyay after purchasing the aforesaid land by way of Deed of Conveyance and mutated their name B.L. & L.R Office and he sold and transfer a plot of Land measuring an area more or less 4 (Four) Katha to Bakim Dey and rest of 14 decimal land he has been seizing, possessing and enjoying the same with full right, title and interest and without any encumbrances from any corner whatsoever till date and paying the Taxes and Khazna regularly in the competent authority and enjoying it fully without any disturbance.

<u>AND WHEREAS</u> said Biswanath Bandopadhyay sold and transfer a plot of Land measuring an area more or less 7 decimal i.e. 4 (Four) Katha 1 (one) Chattack 19.5 (Decimal) Land , identified plot No – 2 to Mr Paresh Nath Ganguly , by virtue of registered Deed of Conveyance , dated 25/01/1956 , which was enlisted in Book No. I , Volume No – 9 , Pages – 243 to 246 , Deed No. " 0576" for the year 1956 before the office of S.R. Barrackpore , Dist : 24 Parganas.

<u>AND WHEREAS</u> said Biswanath Bandopadhyay another sold and transfer a plot of Land measuring an area more or less 7 decimal i.e. 4 (Four) Katha 1 (one) Chattack 19.5 (Decimal) Land, identified plot No – 1 to Smt Surobala Debi mother of Paresh Nath Ganguly , by virtue of registered Deed of Conveyance , dated 25/01/1956, which was enlisted in Book No. I , Volume No – 8 , Pages – 203 to 206 , Deed No. " 0577" for the year 1956 before the office of S.R. Barrackpore , Dist : 24 Parganas.

<u>AND WHEREAS</u> said Surobala Debi and Paresh Nath Ganguly after purchasing 14 decimal by way of Sale Deed and thereafter said Surobala Debi died instated leaving behind his three son namely Sri Paresh Naath Ganguly, Sri Dinesh Nath Ganguly and Sri Narayan Chandra Ganguly as her only legal heirs and successors by way of Hindu Succession Act 1956.

<u>AND WHEREAS</u> said Paresh Naath Ganguly, Dinesh Nath Ganguly and Narayan Chandra Ganguly jointly obtained of their mother's property i.e. 4 (Four) Katha 1 (one) Chattack 19.5 (Decimal) Land, identified plot No – 1 and they have been seizing, possessing and enjoying the same with full right, title and interest and without any encumbrances from any corner whatsoever till date and paying the Taxes and Khazna regularly in the competent authority and enjoying it fully without any disturbance.

<u>AND WHEREAS</u> said Paresh Naath Ganguly , Dinesh Nath Ganguly and Narayan Chandra Ganguly jointly sold and transfer a plot of Land measuring an area more or less 8 (Eight) Katha 2 (Two) Chattack 34 (Thirty Four) Sq.ft. Land to Smt Agamoni Mukherjee wife of Sri Bhuban Mohan Mukherjee , by virtue of registered Deed of Conveyance , dated 21/01/1967 , which was enlisted in Book No. I , Deed No. "0208" for the year 1967 before the office of S.R. Barrackpore , Dist : 24 Parganas.

AND WHEREAS said Smt Agamoni Mukherjee after purchasing the aforesaid land by way of Deed of Conveyance and she appointed attorneys namely Mr. Mintu Das and Mr. Sanjib Halder for her property better maintenance, transfer etc, by virtue of registered General Power of Attorney, dated 18/07/2011, which was enlisted in Book No. IV, Deed No. "0533" for the year 2011 before the office of Dist : 24 Parganas and then she has been seizing, possessing and enjoying the same with full right, title and interest and without any encumbrances from any corner whatsoever till date and paying the Taxes and Khazna regularly in the competent authority and enjoying it fully without any disturbance.

<u>AND WHEREAS</u> said Agamoni Mukherjee and her appointed attorneys namely Mr. Mintu Das and Mr. Sanjib Halder sold and transfer a plot of Land measuring an area more or less 8 (Eight) Katha 2 (Two) Chattack 34 (Thirty Four) Sq.ft. Land to Smt. Soma Rani Das and Smt. Sonali Halder , by virtue of registered Deed of Conveyance , dated 06/01/2012 , which was enlisted in Book No. I , C.D. Volume No -1, Pages -2005 to 2018, Deed No. "0122" for the year 2012 before the office of D.S.R. -I, Barasat, Dist : North -24 Parganas.

<u>AND WHEREAS</u> said Smt. Soma Rani Das and Smt. Sonali Halder jointly purchasing the aforesaid land by way of Deed of Conveyance and mutated their name in the local Panihati Municipality, ward no -28, Holding No -2/1 at Abhoy Banerjee Road and they have been seizing, possessing and enjoying the same with full right, title and interest and without any encumbrances from any corner whatsoever till date and paying the Taxes and Khazna regularly in the competent authority and enjoying it fully without any disturbance.

<u>AND WHEREAS</u> thereafter said Smt. Soma Rani Das and Smt. Sonali Halder jointly sold and transfer a plot of Land actual measuring an area more or less 7 (Seven) Katha out of 8 (Eight) Katha 2 (Two) Chattack 34 (Thirty Four) Sq.ft. Bastu Land, which is lying and situated at Mouza – Mouza – Ghola, J.L. No – 14, Re. Sa No – 103, Touzi No - 6, 63, 163 & 172, in R.S. Dag No - 1093 corresponding L.R. Dag No – 1365 under R.S. Khatian No – 916 corresponding L.R. Khatian No - 5553, within the jurisdiction of A.D.S.R. Sodepur, Police Station – Ghola, local limits of Panihati Municipality, Ward No 28, Holding No – 2/1 at Abhoy Banerjee Road, District – North 24 Parganas to the present Land Owner herein namely Smt. Anjali Mukherjee wife of Late Dr. Satyabrata Mukherjee, by virtue of registered Deed of Conveyance, dated 29/06/2022, which was enlisted in Book No. I, Volume No – 1524 - 2022, Pages – 200536 to 200560, Deed No. " 05733" for the year 2022 before the office of A.D.S.R. Sodepur, Dist : North - 24 Parganas.

<u>AND WHEREAS</u> The present Land Owner herein after purchasing the aforesaid land by way of Deed of Conveyance and mutated her name in the B.L. & L.R. office and as well as local Panihati Municipality and she has been seizing, possessing and enjoying the same with full right, title and interest and is paying taxes and all other Govt. Rents to the authority concerned and is seizing, possessing and enjoying the same free from all encumbrances and without any interruption, intervention and / disturbances from any corner whatsoever till today.

<u>AND WHEREAS</u> the present Land Owner herein above is now desirous of developing a multi - storied building over the said plot of land measuring more or less **7 (Seven) Katha** only after demolishing the aforesaid old structure but due to lack of financial capacity as well as experience in construction works have been in search of a Developer who can undertake the responsibility of the proposed new building for commercial as well as residential purpose as per the plan to be sanctioned by the Panihati Municipality in respect of the aforesaid property and as per specification with floor, plans, elevation, sections made in compliance with statutory requirements in the said plot of land at the cost to be paid by the Developer and/or received or obtained from time to time from the intending buyers of the flats or shops to be constructed and will be comprised in the proposed building as shown in the plan.

AND WHEREAS the present vendor herein decided to develop and to commercially exploit the above noted property by demolishing the existing structure and with that intention in view commercially exploit the above mentioned property by constructing a new multi storied building thereon and they executed a Development Agreement dated 01/11/2022 before the office of A.D.S.R. Sodepur, Being no. "09888." with the Developer namely " M/S LORD JAGANNATH ARCADE " a proprietorship firm, having its office at Dwarik Banerjee Road, Sadhur Bagan, P.O. -Agarpara, P.S.- Ghola, Dist. North 24 Parganas, Kolkata - 700109, being represented by its proprietor, SRI KOUSTAV MUKHERJEE, son of Sri Kanchan Mukherjee, to develop the plot of land measuring more or less 7 (Seven) Cottas morefully and particularly described in the First Schedule hereunder written with right to construct the multi-storied (G+4) building comprising of residential flats and Flat in order to sell the same to any intending purchaser or purchasers.

<u>AND WHEREAS</u> the said landowners & their appointed Developers prepared a G+4 Multi Storied Building plan and also submitted the said plan before the Local Panihati Municipality for sanctioning the same and the said Municipality also sanctioned the said G+4 Multi Storied Building Plan. <u>AND WHEREAS</u> the developer started the construction job of the building as per development agreement and has finished the construction work of the multi storied building common & popularly known as "JAGANNATH ARCADE", upon the said plot of land measuring 7 Katha more fully and particularly described in the First Schedule hereunder written after demolishing existing structure standing thereon in accordance with the sanction plan sanctioned by Panihati Municipality and holds, possesses and enjoys the developer allocation under its absolute authority and control.

<u>AND WHEREAS</u> according to the said Development Agreements, the Developer would get a specific covered constructed area out of the said building commonly and popularly known as "JAGANNATH ARCADE" along with the unfettered right and interest of the undivided impartibly share of land underneath the building as exclusive Developers' allocation.

<u>AND WHEREAS</u> the Purchaser have taken inspection from the office of the party of the second part all the necessary papers and documents regarding the above mentioned plot of land bearing Holding No. 2/1, Ward No. 28 at Abhoy Banerjee Road. under the Panihati Municipality and has/have become fully satisfied about the title of the property morefully and particularly described in the First Schedule hereunder written.

P.T.O.

### **NOW THIS DEED OF SALE WITNESSETH AS FOLLOWS:-**

That in pursuance of the said agreement for Sale and in consideration of **Rs.** ...... only paid by the Purchaser to the Developer at or prior to the execution of these presents (the receipt whereof the Developer do hereby admit and acknowledge) and of and from the same and every party thereof acquit release and discharge the Purchaser the said self-contained **Flat** being schedule Second hereunder with proportionate importable share of the land under the said structure attributable to the said **Flat** constructed, the Vendors do hereby grant, sell, convey and transfer, assign and assure unto the Purchaser the said P.T.O.

undivided share of land and the said super built up area of approx ..... Sq.ft. Flat Super built up area. with other facilities and amenities as described in the Third Schedule hereunder with all rights, liberties, privileges, easements, appendages and appurtenances whatsoever pertaining to the Second Schedule property and other common areas, facilities plumbing, swears, misusages, access to roof etc. and all the estate right, title interest property claim or demand whatsoever both at law and in equity of the Developer into out of and over the said Flat together with all the power, to sell, transfer, mortgage, lease, assign, charge, etc in respect of the said Flat and as also unrestricted right of the Purchaser and his/her men and agents to pass and repass through, into and over the passage of the said premises for the use and enjoyment of the said flat TO HAVE AND TO HOLD the said Flat hereby granted, sold, conveyed, transferred, assigned and assured or expresses or intended so as to be unto and to the use and occupation of the Purchaser absolutely and forever free from all encumbrances, charges, trusts, lines, claim, demand whatsoever and the Developer doth hereby covenant with the Purchaser that notwithstanding any act, deed, matter or thing done or executed by the Developer to the contrary, the Developer have good, right, full power and lawful authority to grant, sell and transfer the said flat unto the Purchaser AND the Purchasers shall for all times to come quietly and peaceably enjoy the Second schedule property without any eviction or interruption whatsoever from the part of the Developer AND the Developer shall at all times indemnify and keep indemnified the demised property and save harmless the Purchaser against all claims or demands whatsoever in respect of the demised property hereby sold and conveyed and made good to the Purchaser all costs, expenses, leases they may be put to or obliged to incur or suffer by reasons of any defect or deficiency in the title of the Developer, the developer undertake to ratify all or any of such defect or mistake at the cost and instance of the Purchaser and the Purchasers shall have the absolute and exclusive right with full power and authority to enjoy the schedule demised property Second Scheduled property in the manner aforesaid.

# THE PURCHASER DOTH HEREBY COVENANTS WITH THE VENDORS / DEVELOPER AS FOLLOWS:-

- (a) Shall become the member of the Society and or Association of the Flat Owner/s of the Building and shall follow all terms and conditions as laid down by the said Society.
- (b) That the Purchaser shall and may at all times hereinafter peaceably and quietly possess and enjoy the said flat with common areas facilities and that the Purchaser being absolute owner of the said flat shall have all right to sell, transfer, mortgage and assign the said flat in any manner they likes for residential purpose only and the land owners/vendors or Developer hereto shall have no right to give any objection to such transfer.
- (c) That the Purchaser hereto of the said flat shall always be entitled to pass, re-pass and to have ingress, egress to and from the Main Gate of the said building and through and from all the common stairs, landings & passages for the purpose of going and carrying all luggage and articles.
- (d) The Purchaser shall keep the walls of the said unit and partition walls, sewers, drains, pipe and other fittings and fixture appurtenances thereto belonging in good tentable repair and conditions in particularly so as to support, shelter and project and parapets and other portion of the building besides the said unit.
- (e) That the Purchaser shall not use the unit for any purpose other than for residential purpose and shall not store or allow to be stored any inflammable goods other than domestic use.
- (f) That the Purchaser shall not any time demolish or cause to be demolished, damage or cause to be damaged the unit or any part thereof which will weaken the main structure of the building or do any such thing.

- (g) Upon the formation and registration of the said Society/Association the respective obligations and convenience of the Vendors/Developer, Purchaser and all other person and parties owning other units in the said building herein contained shall cease and shall vest in the Association.
- (h) The Purchaser, his/her servants and agents shall not in any way obstruct or cause to be obstructed the common passages landings, staircase of the said property not store therein any rubbish or other materials.
- (i) From the date of delivery of possession of the said premises and/or unit or Flat, the Purchaser shall pay the proportionate share of monthly maintenance charges for service and maintenance of common parts, common easements etc. as mentioned in the Fourth Schedule hereto and also pay the proportionate share separately or any other taxes to outgoing to be levied in the respect of the said unit.
- (j) So long as the said premises shall not be separately assessed for Municipal Taxes, the Purchaser shall pay proportionate share of the Municipal Taxes, rates (both owner and occupier) surcharge if any assessed on the said property and the building thereon.
- (k) The Purchaser shall be allowed to install or affix any name plate, signboard in the place specified for the purpose in the said building.
- That the Purchaser shall not throw or accumulate dirt, rubbish, rags or other refuses or permit the same to be thrown or allow the same to be accumulated in his/her Flat or in the compound or any portion of the said building.
- (m)That the Purchaser shall have the common right of use and enjoyment on the roof of the Top floor of the building for installing T.V. Antenna/dish, daily use for the utilization and the Purchaser his/her heirs, executors, administrators, representatives assigns shall not claim any right for further construction on the roof for any purpose.

- (n) That the original documents of title and other documents relating to the said property shall be kept under the custody of the Land owners or Developer and if the Land owners or Developer or their heirs sold the entire right, title and interest of the property of the premises then the Xerox copy of entire documents and papers will be handed over to the person who will be nominated by the Flat owners. The Developer upon every reasonable request of the Purchaser shall produce the said documents for inspection if the Purchaser or by any authority or authorities, Purchaser nominated person concerned relating to any of the said flat hereby purchased by the Purchaser.
- (o) That Purchaser shall henceforth peaceably and quietly held, possess and enjoy the rents and profits derivable from and put of the said property without any let, hindrance interruptions and disturbances from or by the Land owners/ Developer or any person or persons claiming through or under or in trust for the Land owners/Developer and without any lawful act, hindrances, interruptions and disturbances by any other person or persons whatsoever.

# <u>FIRST SCHEDULE ABOVE REFERRED TO :-</u> (Description of the entire property)

ALL THAT piece or parcel of 'Bastu' land measuring more or less 7 (Seven) Katha bastu land alongwith 100 Sqft. Kancha structure, which is lying and situated at Mouza : Ghola , J.L. No - 14 , Re. Sa No - 103, Touzi No - 6, 63, 163 & 172, in R.S. Dag No - 1093 corresponding L.R. Dag No – 1365 under R.S. Khatian No – 916 corresponding L.R. Khatian No - 5553, Police Station - Ghola, within the Jurisdiction of A.D.S.R.O. Sodepur, within the local limits of Panihati Municipality, Ward No 28, Holding No - 2/1 at Abhoy Banerjee Road , District - North 24 Parganas , which is butted and bounded as under:-**ON THE NORTH :-**Land of R.S. Dag No – 1092 & 1027. ON THE SOUTH :-Land of Dag No -520. ON THE EAST :-Land of Dag No -1027. ON THE WEST :-12 ft. wide Private passage &

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#### H/o Tripti Bhattacharjee.

## -: SECOND SECHEDULE ABOVE REFFERED TO :-

(Description of the Flat hereby sold)

ALL THAT Flat identified by Flat No " ...... ", ...... area, on the ......Floor, Tiles Flooring, Lift Facility available, of the said premises consisting of ......Bed room , ...... Dining cum is popularly known as "JAGANNATH ARCADE" constructed over the First Schedule property situated at bearing Holding No. 2/1, Ward No. 28 at Abhoy Banerjee Road under the jurisdiction of the Panihati Municipality with thickness joist and common partition wall and common together service area and facilities with right and easements all terrace, overhead reservoir, septic tank, plumbing, stair case, lift, Roof of the building, passages, sewers etc. with joint free tiles Floor TOGHTHERWITH undivided proportionate share of land in the First Schedule property and all other common utilities, amenities, facilities as mentioned in the Third Schedule which is shown and delineated in the plan annexed hereto and boundary line marked by colored RED. The said plan will be treated as a part of this Deed of Conveyance.

# <u>THIRD SCHECULE ABOVE REFERRED TO :-</u> (Description of the Common area and utilities)

- (a) The entire land and space lying vacant within the Second Schedule property.
- (b) The foundation, columns, griders, beams, supports, top of the open roof, main walls, stair, stair ways, Lift and entrances and exits of the building.
- (c) Concealed electrical wiring and fitting and fixtures for lighting in the staircase, common passage in the building and said land.

- (d) Open space passages from the building to the main gate.
- (e) Drains and sewers from the building to the Municipal ducts.Staircase and lobbies of tiles flooring having lighting fixtures.
- (f) Electric installation with main switch and meter and space required thereon.
- (g) Water pump and meter together with the space required therefore, overhead & underground reserver tank and distribution pipes from the tank to different units and from deep tube well to the tank and water purifier room.
- (h) Water and evacuation pipes from the units to drains and sewers common to the building and common septic tank.

## **FOURTH SCHEDULE** ABOVE REFERRED TO :-(Cost of maintenance of common service or facilities)

- 1. Cost of maintenance, repairing, redecorating etc. of the main structure and in particular the gutters, fresh and rain water pipe, drains, sewerage and water storage tanks and electric wires, motors and other appliances and passages in or under or upon the building and enjoyed or used by the Purchaser in common with the other occupiers of the flats and the main entrance passage landing, staircase of the building enjoyed by the Purchaser or used by him in common as aforesaid and the boundary walls of the building, compound, terraces etc.
- 2. Cost of cleaning and lighting the passage, landing, stair case and other parts of building as enjoyed or used by the Purchaser in common as aforesaid.
- 3. Cost of maintenance and decorating the exteriors of the building.
- 4. Cost of working and maintenance of light and service charges.
- 5. Municipal rates and taxes, save those separately assessed for flat.
- 6. Premium for insurance of the building.
- 7. Costs and charges of establishment for maintenance of the building and the salaries of all persons employed for the same purpose.

8. The office expenses incurred of maintaining the office for common purpose.

IN WITNESSES WHEREOF the parties have hereunto set and subscribed their respective hands seals the day months and year first above written.

SIGNED, SEALED AND DELEVERED By the PARTIES at ...... In the presence Witnesses of :-

1.

Signature of the Attorney as constituted attorney on behalf of :-SRI SANKAR ROY

2.

Koustav Muklieger

Signature of the Developers.

In terms of documents supplied by the both parties.

Drafted & prepared by me :-

Signature of the Purchasers

Typed by :

## -: MEMO OF CONSIDERATION:-

**Received** a sum of **Rs. ..... only** in the presence of the following witnesses by cash/cheque.

Date Bank Branch Cash/Cheque Rs.

TOTAL Rs .....

( .....) only.

## Witness:-

1.

2.

Signature of the Developers