### **DEED OF CONVEYANCE**

<b>THIS DEED OF CONVEYANCE</b> is made on this the					
day of	, in the year two Thousand Twenty Four (2024);				
	RETWEEN				



SAKUNTALA JAISWAL @ SAKUNTALA DEBI (1) JAISWAL (PAN AQFPJ8013M), (AADHAAR No.9948 8153 0475), (Mobile No. 8777243066), wife of Debi Prasad Show and daughter of Late Durga Prasad Shaw @ Late Durga Prasad Jaiswal and Late Sudama Devi, by occupation - Housewife, by faith - Hindu, by Nationality - Indian, residing at 70/1A, Diamond Harbour Road, Post Office - Khidirpur, (Babu Bazar), Police Station - Watgunge, Kolkata - 700 023 and (2) **SARDA BHAGAT** @ **SARADA RANI BHAKAT** (PAN BBQPB7722Q) (AADHAAR No. 7170 0338 2536),(Mobile 9732728748), wife of Bharat Chandra Bhagat @ Bharat Bhakat and daughter of Late Durga Prasad Shaw @ Late Durga Prasad Jaiswal and Late Sudama Devi, by faith - Hindu, by Nationality - Indian, by occupation -Housewife, residing at 10/8, R.G.M. Teghoria, Post Office - Hatiara, Police Station Baguiati, Kolkata 700 059, represented by their Constituted Attorney **SRI ARUN KUMAR KEDIA** (PAN AFVPK4354H) (AADHAAR No. 9747 8742 1605) (Mobile No. 7003064058), son of Late Jagadish Prasad Kedia, by faith - Hindu, by Nationality - Indian, by occupation - Business, residing at BF-188, Sector - I, Salt Lake City, Post Office Bidhannagar, Police Station Bidhananagr, Kolkata 700064, one of the Director of **M/S. JPK** ENCLAVE PRIVATE LIMITED, (CIN No. U45200WB2006PTC111252) (PAN AABCJ7421N) (Mobile No. 7003064058) having its registered office at 19, Cotton Street, Police Station - Burrabazar, Kolkata - 700 007, hereinafter referred to as the **VENDOR / OWNER / DEVELOPER** (which term or

expression shall mean and include his successor-in-Office, representatives and assigns) of the **ONE**3**PART**.

#### AND

1) GUNJA SIKDER, (PAN NO FRKPS5155J ) (AADHAAR NO-7042 5647 **8517)** (MOBILE NO - **8345928655)**, D/O Late Shekhar Sikder, aged about 33 years, occupation -Service, residing at 66, R.C.Road, Barddhaman, Barddhaman(M), Burdwan, WB-713101., Post Office- Head Post Office Burdwan, and Police Station - Burdwan Sadar police Station, and Office address-The Newtown School Kolkata, Plot: DD257, Action area I, Newtown, Kolkata-700156. 2) GEETASREE SIKDER ( PAN NO-CSPPS5754J) (AADHAAR NO-5065 9278 4204) (MOBILE NO- 8345928655) D/O-Jyotsnapada Moitra, by occupation – Housewife both by faith – Hindu, by Nationality - Indian, by present address- Siddha Town Apple 303, Narayanpur, Rajarhat, P.O. & P.S. - Rajarhat, Kolkata-700136, hereinafter referred to as the **PURCHASER** (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean include his/her/their heirs, successors, legal executors, representative, administrators and assign) of the OTHER PART.

**WHEREAS** the landowners are the absolute joint owners of land

C.S.	R.S. /	C.S.	R.S.	L.R	Nature	A	bsolu	te
Dag	L.R.	Khatian	Khatian	Khatian	of Land	Ow	vners!	hip
No.	Dag No.	No.	No.	No.		K	= CH	=
							SFT	
3892	2909	361	491,	10347,	Sali	03	- 10	-00
			3186	10349				
3894	2911	361	491,	10347,	Sali	00	06	00
			3186	10349				

04 00

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In total a demarcated plot of land measuring 4 (Four) Cottahs be the same a little more or less, comprised in C.S. Dag Nos. 3892 and 3894, R S/L R Dag Nos. 2909 and 2911, C.S. Khatian No. 361, R S Khatian No. 491 and 3186, L R Khatian Nos. 10347 and 10349, lying and situated at Mouza Gopalpur, J L No. 2, R S No. 140, Touzi No. 2998 & 125B/1, Hal Touzi No. 10, Pargana Kalikata, P S Airport, ADSR Bidhan Nagar, formerly within the limits of Rajarhat Gopalpur Municipality, presently within Ward No. 4 of Bidhannagar Municipal Corporation [Post Office R. Gopalpur, Kolkata - 700136], in the District of North 24 Parganas, West Bengal, morefully described in the Schedule hereinafter written.

Representations and Warranties Regarding Title The Landowners have made the following representations and given the following warranties to the Developer regarding title.

<u>AND WHEREAS</u> a registered Deed of Partition executed among (1) Gopal Prasad Jaiswal, son of Durga Prasad Shaw as First Part, (2) Nand Lal Jaiswasl, son of Durga Prasad Shaw as Second Part, (3) Shakuntala Jaiswal, daughter of Durga Prasad Shaw as Third Part, (4) Sarda Bhagat, daughter of

Durga Prasad Shaw as Fourth Part, (5) Anand Lai Jaiswal, son of Durga Prasad Shaw as Fifth Part, (6) Umesh Chand Jaiswal @ Umesh Kumar Jaiswas @ Umesh Chandra Jaiswal, son of Durga Prasad Shaw as Sixth Part, (7) Durga Prasad Shaw, son of Late Suraj Ball Ram Shaw as Seventh Part, (8) Malti Devi Jaiswal @ Malti Jaiswal, daughter of Durga Prasad Shaw as Eighth Part and (9) Mala Shaw, daughter of Durga Prasad Shaw as Ninth Part. The said Deed of Partition was registered on 20.02.2009, registered in the office of the ADSR Bidhannagar, Salt Lake City, and recorded in Book No. 1, C D Volume No. 2, Pages 10644 to 10684, as Being No. 1637 of 2009.

In accordance with the aforesaid Registered Deed of Partition, bearing Deed No. 1637 of 2009 dated 20.02.2009, recorded in Book No. 1, C D Volume No. 2, Pages 10644 to 10684 of ADSR Bidhan Nagar, the said (1) Sakuntala Jaiswal @ Sakuntala Debi Jaiswal & (2) Sarda Bhagat @ Sarada Rani Bhakat, got their ownership, as described herein below:-

## A) SAKUNTALA JAISWAL @ SAKUNTALA DEBI JAISWAL: PLOT - F

C.S. Dag	R.S. / L.R.	C.S. Khatian	R.S.	Abs	olute Own	ership
No.	Dag No.	No.	Khatian	]	K = CH = S	FT
			No.			
3892	2909	361	491, 3186	01	- 13	- 00
3894	2911	361	491, 3186	00	-03	-00
				02	- 00	-00

In total land measuring 2 (Two) Cottahs more or less being Plot No. F, comprised in C S Dag Nos. 3892 & 3894, R S /L R Dag Nos. 2909 & 2911, under C S Khatian No. 361, R S Khatian Nos. 491, 3186, Mouza Gopalpur, J L No. 2, R S No. 140, Touzi No. 2998 8s 125B/1, Pargana Kalikata, P S Airport, in the District of North 24 Parganas alongwith other lands.

# B) SARDA BHAGAT @ SARADA RANI BHAKAT: PLOT - G

C.S. Dag	R.S. / L.R.	C.S. Khatian	R.S.	Absol	lute Own	ership
No.	Dag No.	No.	Khatian	K	= CH = S	SFT
			No.			
3892	2909	361	491, 3186	01	- 13	- 00
3894	2911	361	491, 3186	00	-03	-00
				02	- 00	-00

In total land measuring 2 (Two) Cottahs more or less being Plot No. F, comprised in C S Dag Nos. 3892 & 3894, R S/L R Dag Nos. 2909 8& 2911, under C S Khatian No. 361, R S Khatian Nos. 491, 3186, Mouza Gopalpur, J L No. 2, R S No. 140, Touzi No. 2998 & 125B/1, Pargana Kalikata, P S Airport, in the District of North 24 Parganas alongwith other lands.

<u>L R Records</u>: In L R Settlement, the name of the said (1) Sakuntala Jaiswal @ Sakuntala Debi Jaiswasl 85 (2) Sarda Bhagat @ Sarada Rani Bhakat, recorded their names in respect of their aforesaid properties, as follows:

Name L R Khatian No.

Sakuntala Jaiswal @ Sakuntala Debi Jaiswal 10349

Sarda Bhagat @ Sarada Rani Bhakat 10347

Amalgamation: The said (1) Sakuntala Jaiswal @ Sakuntala Debi Jaiswal & (2) Sarda Bhagat @ Sarada Rani Bhakat, Landowners herein, amalgamated their respective plot of land into one single plot in total land measuring 4 (Four) Cottahs more or less in R S/L R Dag Nos. 2909 8& 2911 in Mouza Gopalpur and morefully described in the First Schedule hereunder written.

Desire of Development of the Land & Acceptance: The said (1) Sakuntala Jaiswal @ Sakuntala Debi Jaiswal and (2) Sarda Bhagat @ Sarada Rani Bhakat, the Landowners herein, jointly express their desire to develop their aforesaid joint land measuring 4 (Four) Cottahs more or less, by

constructing a multi storied building thereon, and the Developer M/s. JPK Enclave Pvt. Ltd. have accepted the said proposal and the Landowners have decided to enter into the present Development Agreement with the Developer herein for their said plot of land which was registered before Registrar of Assurance in favour of Mr. Arun Kumar Kedia, son of Late Jagadish Prasad Kedia being Additional Registrar of Assurance office of the ARA-III, Kolkata and recorded in Book No. IV, Volume No. 1903-2017, Pages from 53575 to 53600 being No. 190302098 for the year 2017.

AND WHEREAS the Vendors herein entered into a registered Development Agreement on 29.07.2017 with the Landowner herein, registered at the Office of Additional Registrar of Assurance ARA-IV, Kolkata and recorded in Book No. I, Volume No. 1904-2017, Pages 137404 to 137457, Being No. 190403596 for the year 2017 for constructing a multi storied building over the said plot of land on the terms and conditions mentioned therein. The said owners also executed a registered Development Power of Attorney being No. 190302098 for the year 2017 of Additional Registrar of Assurance office of the ARA-III, Kolkata appointed the said Developer Company to do the various acts, deeds and things and also to sell the Developer's allocated portion.

**AND WHEREAS** the Developer obtained a sanction building plan from the Bidhannagar Municipality Vide Plan No. **BMC/BPN/RG/656/61/20-21** in the name of the Owners and started construction over the said plot of land as per sanction building plan.

**AND WHEREAS** the Vendors herein duly mutated and recorded their names in the records of Rajarhat-Gopalpur Municipality being known as Holding No. 2909/2911 presently within the local limit of Bidhannagar Municipal Corporation in Ward No. 4 (Now-5), (Jagardanga-Gopalpur), P.O.R. – Gopalpur, Kolkata – 700 136 and paying taxes thereon.

The name of the building shall be **"SWATI ABHA"**.

AND WHEREAS the Owners herein are desirous of developing the said property and started construction a multistoried building thereon in the name of the Owners according with the building plan in accordance with the building plan being sanctioned by the Bidhannagar being Sanctioned Plan No. BMC/BPN/RG/656/61/20-21.

AND WHEREAS the party of the Second Part the Purchaser herein intends to purchase one self contained Flat on the 3rd Floor 3A side measuring about 464 Square Feet Carpet area more or less at the newly multi storied building at the First Schedule Property and the Vendor herein has agreed to sell the same, morefully and particularly described in the Second Schedule hereunder and hereinafter referred to the said flat 3A together with undivided share of the common areas and facilities and subject to the Purchaser making payment of all the amounts agreed to be paid by the Purchaser to the developer and also performing and observing all other terms and conditions hereinafter appearing.

**NOW** the parties having agreed with each other they arrived at certain terms and conditions for newly constructed building as described on the First Schedule below property and the proposed sale of the aforesaid <u>3A</u>

Floor flat of the said premises as mentioned in the Second Schedule and the work schedule of or the proposed construction of the entire/ building is mentioned in the Third Schedule mentioned below.

# NOW THE PARTIES ENTERED INTO THIS AGREEMENT WITH THE FOLLOWING TERMS AND CONDITIONS:-

- That the Developer shall construct a new multi storied building in accordance with the specification of the sanctioned plan by Bidhannagar Municipality at the First Schedule property.
- 2. That the Developer/Owner will sell a self contained Flat on the <u>3rd</u>
  Floor <u>3A</u> measuring about <u>464</u> Square Feet Carpet area more or less at and for a total consideration of <u>Rs.31,09,800/-</u> (Rupees Thirty One Lakh nine Thousand Eight Hundred) only.
- 3. That the said Purchaser agrees to purchase a self contained Flat on the 3<sup>rd</sup> Floor 3A measuring about 464 Square Feet Carpet area more or less mentioned in the Second Schedule hereunder of the said proposed newly constructed building and the sale price of the said flat is settled at and for a total consideration of Rs. 31,09,800/- (Rupees Thirty One Lakh Nine Thousand Eight Hundred) only and the total consideration amount or be paid as per below which shall be paid by the Second Party to the Developer/Owner.

- That the Purchaser shall pay the sum of Rs. 2,00,000/- (Rupees Two lakh) only at the time of execution of this agreement to the Developer and the balance consideration shall be paid by the Purchaser.
- (b) Balance amount to be paid at the time of execution or handing over the possession to the Purchaser Rs. 29,09,800/-(Rupees: Twenty Nine Lakh Nine Thousand Eight Hundred)
- 4. The right of the Purchaser shall remain restricted to the said apartment and the properties thereto and the Purchaser shall have no right nor shall claim any right over and in respect of any other apartment and or any space.
  - 5. The Vendors/Developer shall pay Municipal taxes till the completion of the new building including all areas and after the completion of the building the Purchaser will pay proportionate tax so long as the respective **3<sup>rd</sup>** Floor flat of the said Building is assessed for Municipal taxes or any other taxes for both owner and occupiers share assessed on the said **3<sup>rd</sup>** Floor flat from the date of purchase or possession in the said Flat.
- 6. The Vendors/Developers covenants with Purchaser that the Purchaser paying the dues and obtaining a conveyance of the said <u>3<sup>rd</sup></u> Floor <u>3A</u> self contained flat and performing the terms of this Agreement and

ENJOY the said <u>3rd</u> Floor <u>3A</u> self contained flat as owner with the right to sell, gift, lease and mortgage or transfer in any manner without any prior consent or any person without any interruption by the Vendors/Developer in any manner.

- 7. That the Developer shall be responsible for the work of construction to be undertaken by him at the site as well as for all claims, losses, damages whatsoever.
- 8. The owners/developers further covenant that the schedule mentioned property is free from all encumbrances.
- 9. The Vendors/Developers shall handover possession of the Schedule mentioned <u>3rd</u> Floor self contained Flat <u>3A</u> side and arrange for execution of Deed of Conveyance in favour of the Purchaser simultaneously after receiving the full amount of consideration money. The cost of the stamp duty and registration fee and other expenses of the Deed of Conveyance will be borne by the Purchaser.

#### THE FIRST SCHEDULE ABOVE REFERRED TO

C.S. Dag No.	R.S. / L.R. Dag No.	C.S. Khatian No.	R.S. Khatian No.	L.R Khatian No.	Nature of Land	Absolute Ownership K = CH = SFT
3892	2909	361	491, 3186	10347, 10349	Sali	03 - 10-00
3894	2911	361	491, 3186	10347, 10349	Sali	00 06 -00
						04 00 00

#### ALL THAT piece or parcel of bastu land measuring of land

In total a demarcated plot of land measuring 4 (Four) Cottahs be the same a little more or less, comprised in C.S. Dag Nos. 3892 and 3894, R S/L R Dag Nos. 2909 and 2911, C.S. Khatian No. 361, R S Khatian No. 491 and 3186, L R Khatian Nos. 10347 and 10349, lying and situated at Mouza Gopalpur, J L No. 2, R S No. 140, Touzi No. 2998 & 125B/1, Hal Touzi No. 10, Pargana Kalikata, P S Airport, ADSR Bidhan Nagar, formerly within the limits of Rajarhat Gopalpur Municipality, presently within Ward No. 4 of Bidhannagar Municipal Corporation [Post Office R. Gopalpur, Kolkata - 700136], in the District of North 24 Parganas, West Bengal and butted and bounded in the manner as follows:

ON THE NORTH : By Dag No-2909 & 2911

ON THE SOUTH : By Star Green

ON THE EAST : By Nirmal Ghosh

ON THE WEST : By 16'6" Jagardanga

#### THE SECOND SCHEDULE ABOVE REFERRED TO

**ALL THAT** one self contained Flat on the **3rd** Floor **3A**, measuring about Carpet area **464** Square Feet (**663** Square Feet Super Build up area) more or less which is measured consisting of 2(Two) Bed rooms, open Kitchen/Dinning living space, 2(Two)Toilets and 1 (one) balcony, Holding No. 2909/2911 presently within the local limit of Bidhannagar Municipal Corporation in Ward No. 4(Now-5), (Jagardanga-Gopalpur), P.O.-R. Gopalpur, Kolkata – 700 136, along with proportionate undivided share of land underneath and all common areas, facilities, amenities and easement rights.

#### FLAT NO: 3A, BLOCK-"C"

ON THE NORTH : By Open to Sky

ON THE SOUTH : By Open to Sky

ON THE EAST : By Open to sky

ON THE WEST : By Lift & Stair case



#### THE THIRD SCHEDULE ABOVE REFERRED TO

#### PART - I

#### (Common part/ portions)

- 1. Entrance and exits of the building.
- 2. Boundary walls and Main Gate.
- 3. All drainage and sewerage lines and other installations (accept only those installed within the exclusive area of any flats and/ or exclusively for its use).
- 4. Staircase and lift.
- 5. Electric substation and electrical wiring and other fittings.
- 6. Water pump, water pump space, water reservoir, overhead water tank, together with all plumbing installations for carriage of water.
- 7. Such other common parts, areas, equipments, installations fittings fixtures and spaces.

#### PART - II

#### (Common Expenses)

- 1. All costs of maintenance, operation, replacing, repairing, white washing, painting, decorating, re-decorating, re-building, reconstructing and lighting the common portions and the common areas of the said building including the other walls.
- 2. The salary of all persons, employed for the common purpose including Durwans, Security Personnel, Sweepers, Electricians etc.

- 3. Insurance premium for insuring the building, if any.
- 4. All charges and deposits for supplies of common utilities to the building and/or the premises.
- 5. Whatsoever rents of Taxes by Municipal Corporation taxes and rents, Multi-storied building tax and other levies in respect of the land and the said building save those separately assured on the Purchaser's flat/ shop.
- 6. Cost of formation and operation of Association of the flat owner.
- 7. Cost of running, maintaining, repairing and replacement of transformers, pumps and other common installations, including his license fees, taxes and other levies, if any.
- 8. Electricity charges for the electrical energy consumed for the operation of the common services.
- 9. All litigation expenses incurred for the common purposes and relating to common use and enjoyment of the common portions.
- 10. All other taxes, expenses, rates and other levies etc. as may be necessary or incidental or liable to be paid by the flat owners in common including such account as may be fixed for creating a fund for replacement, renovation, painting and/or periodic repairing of the common portions.

#### 11. with lift facility.

**IN WITNESS WHEREOF** the Vendor and the Purchasers having understood the contents hereof have set their respective hands and seals on the day, month and year first above written.

#### SIGNED SEALED & DELIVERED by the

Parties in the presence of:

1.



2)

SIGNATURE OF THE LANDLORDS/VENDORS

## **MEMO OF CONSIDERATION**

**RECEIVED** from the within mentioned Purchaser a sum of **Rs.** /
(Rupees) only as full and final consideration amount as per following manner:

Cheque No.	Date	Drawn on	Amount(Rs.)

(Rupees:) only



SIGNATURE OF THE VENDOR/LANDLORD