

DEED OF CONVEYANCE

THIS DEED OF CONVEYANCE is made on this the day of
Two Thousand and TwentyThree (2023).

B E T W E E N

SHRI TAPAS KUMAR DATTA[PAN AGCPD9786G][AADHAAR 5923 6384 8353], son of Late Dr. Chittaranjan Datta by faith - Hindu, by Nationality - Indian, by Occupation - Self-employed (Chartered Accountant), residing at 230, Block "B", Bangur Avenue, P.O. - Bangur Avenue, P.S. Lake Town, Kolkata - 700055, District North 24 Parganas, West Bengal, hereinafter called and referred to as the "**LANDOWNER/VENDOR**" (which terms and expressions shall unless excluded by or repugnant to the context or subject be deemed to mean and include his legal heirs, executors, administrators, representatives and assigns) of the **FIRST PART**.

The landowner/vendor herein are represented by his constituted Power of attorney **M/S. GOKUL REALCON**[PAN AAYFG6346B], a Partnership firm having its principal place of business at 18, Bidyut Chakra Pathagar Road, P.O. Ghughudanga, P.S. Dum Dum at present Nagerbazar, Kolkata - 700030, District North 24-Parganas, West Bengal, being represented by its partners namely (1) **M/S. RUDANI & RUDANI PVT LTD** [CIN U52100WB2011PTC167212] [PAN AAECB6741Q], having its registered Office at 44/N/2, K.B. Sarani, P.S. Dum Dum, P.O. Dum Dum, Kolkata - 700080, West Bengal, represented by its Director namely **SRI NITIN RUDANI** [PAN AMIPR3834M] [AADHAAR 3263 1162 1937], son of Shri Manohar Lal Rudani, by faith Hindu, by Nationality Indian, by occupation Business, residing at Gokul Niwas, 246/8, Rishi Bankim Chandra Road, P.S. & P.O. Dum Dum, Kolkata - 700028, District North 24 Parganas, West Bengal, (2) **MR. YASH PATEL** [PAN EBHPP6267C] [AADHAAR 2725 2473 6033], son of Shri Bharat Kumar Patel, by faith - Hindu, by Nationality - Indian, by Occupation - Business, residing at 149/13, J.N. Mukherjee Road, Salkia, Howrah Corporation, Salkia, Pin - 711106, District Howrah, (3) **SRI BHASKAR CHANDA** [PAN AFWPC0814P] [AADHAAR 4586 4036 8971], son of Late Binoy Kr. Chanda, by faith Hindu, by Nationality Indian, by occupation Business, residing at 18, Bidyut Chakra Pathagar Road, Purba Sinthee, P.O. Ghughudanga, P.S. Dum Dum at present Nagerbazar, Kolkata-700030, District North 24-Parganas, West Bengal, (4) **SRI RAJA**

DAS [PAN AHRPD8115D] [AADHAAR 6127 3349 8025], son of Sri Ajit Das, by faith Hindu, by Nationality Indian, by occupation Business, now residing at 147, Purba Sinthee Bye Lane, Post office Ghughudanga, P.S.- Dum Dum, at present Nagerbazar, Kolkata- 700030, District North 24 Parganas, West Bengal, **(5) SRI NITIN RUDANI [PAN AMIPR3834M] [AADHAAR 3263 1162 1937]**, son of M.L Rudani, by faith Hindu, by Nationality Indian, by occupation Business, residing at GokulNiwas, 246/8, Rishi Bankim Chandra Road, P.S. & P.O. Dum Dum, Kolkata - 700028, District North 24 Parganas, West Bengal and **(6) SHRI GOKUL RUDANI[PAN ASOPR8698H] [AADHAAR 5803 4502 0706]**, son of Shri Manohar Lal Rudani, by faith - Hindu, by Nationality - Indian, by Occupation - Business, residing at 246/8, Rishi Bankim Chandra Road, P.O. & P.S. Dum Dum, Kolkata - 700028, District North 24-Parganas, West Bengal, by a registered General Power of Attorney executed on 30.11.2022 registered at Additional District Sub Registrar Bidhannagar Salt Lake City and recorded in Book No. I, Volume No. 1504-2022, Pages from 201520 to 201546, Being No.150404939, for the year 2022.The partner Nos 2,3,4 and 5 are the only signatory authority for and on behalf of the firm according to the terms and conditions of the partnership Deed.

A N D

M/S. GOKUL REALCON[PAN AAYFG6346B], a Partnership firm having its principal place of business at 18, Bidyut Chakra Pathagar Road, P.O. Ghughudanga, P.S. Dum Dum at present Nagerbazar, Kolkata – 700030, District North 24-Parganas, West Bengal, being represented by its partners namely **(1) M/S. RUDANI & RUDANI PVT LTD [CIN U52100WB 20 11 PTC 167212] [PAN AAECB6741Q]**, having its registered Office at 44/N/2, K.B. Sarani, P.S. Dum Dum, P.O. Dum Dum, Kolkata - 700080, West Bengal, represented by its Director namely **SRI NITIN RUDANI [PAN AMIPR3834M] [AADHAAR 3263 1162 1937]**, son of Shri Manohar Lal Rudani, by faith Hindu, by Nationality Indian, by occupation Business, residing at Gokul Niwas, 246/8, Rishi Bankim Chandra Road, P.S. & P.O. Dum Dum, Kolkata- 700028, District North 24 Parganas, West Bengal, **(2) MR. YASH**

PATEL[PAN EBHPP6267C] [AADHAAR 2725 2473 6033], son of Shri Bharat Kumar Patel, by faith -Hindu, by Nationality - Indian, by Occupation - Business, residing at 149/13, J.N. Mukherjee Road, Salkia, Howrah Corporation, Salkia, Pin - 711106, District Howrah, **(3) SRI BHASKAR CHANDA [PAN AFWPC0814P] [AADHAAR 4586 4036 8971]**, son of Late Binoy Kr. Chanda, by faith Hindu, by Nationality Indian, by occupation Business, residing at 18, Bidyut Chakra Pathagar Road, Purba Sinthee, P.O. Ghughudanga, P.S. Dum Dum at present Nagerbazar, Kolkata-700030, District North 24-Parganas, West Bengal, **(4)SRI RAJA DAS [PAN AHRPD8115D] [AADHAAR 6127 3349 8025]**, son of Sri Ajit Das, by faith Hindu, by Nationality Indian, by occupation Business, now residing at 147, Purba Sinthee Bye Lane, Post office Ghughudanga, P.S.-Dum Dum, at present Nagerbazar, Kolkata- 700030, District North 24 Parganas, West Bengal, **(5) SRI NITIN RUDANI [PAN AMIPR3834M] [AADHAAR 3263 1162 1937]**, son of M.L Rudani, by faith Hindu, by Nationality Indian, by occupation Business, residing at Gokul Niwas, 246/8, Rishi Bankim Chandra Road, P.S. & P.O. Dum Dum, Kolkata - 700028, District North 24 Parganas, West Bengal and **(6) SHRI GOKUL RUDANI[PAN ASOPR8698H] [AADHAAR 5803 4502 0706]**, son of Shri Manohar Lal Rudani, by faith - Hindu, by Nationality - Indian, by Occupation - Business, residing at 246/8, Rishi Bankim Chandra Road, P.O. & P.S. Dum Dum, Kolkata - 700028, District North 24-Parganas, West Bengal, hereinafter called and referred to as the **“DEVELOPER/ PROMOTER/ VENDOR”** (which expression shall unless excluded by or repugnant to the context be deemed to include its partners, successor and/or successors-in-office, administrators and assigns) of the **SECOND PART**. The partner Nos. 2, 3, 4 and 5 are the only signatory authority for and on behalf of the firm according to the terms and conditions of the partnership Deed.

A N D

1. SRI _____ [PAN _____] [ADDHAAR _____], son of _____, by faith-Hindu, by Nationality Indian, by Occupation- _____, **2. SMT _____ [PAN _____] [ADDHAAR _____]**, wife of Sri

_____, by faith- Hindu, by Nationality Indian, by Occupation- Housewife, both are residing at _____, P.O. _____, P.S. _____, Kolkata - _____, District North 24 Parganas, West Bengal, hereinafter jointly called and referred to as the **PURCHASERS**(which terms and expression shall unless excluded by or repugnant to the context be deemed to mean and include their respective heirs, executors, administrators, representatives and assigns) of the **OTHER PART**.

Sold of 7-0-36 Seven Cottahs Thirty Six sft land by The Amalgamated Development Limited, the vendor thereof in favour of Dr. Chittaranjan Datta, the purchaser therein:-

WHEREAS The Amalgamated Development Limited, the vendor thereof announced to sale out ALL THAT a piece and parcel of Mourashi Mokorarisattiya land measuring an area of 7-0-36 Seven Cottahs Thirty Six Sft which is equivalent to 12 satak be the same a little more or less having annual rent of Rupees One Hundred Fifty Six(156) Ana Twelve (12) Pai Six (6) being **Plot No. 230 of Bangur Avenue, Block 'B', Kolkata - 700055**, lying and situated at **Mouza- Krishnapur, at present Shyamnagar**, J.L. No. 17, at present 32/20, Re. Sa. No. 180, Pargana Kalikata, Touzi Nos. 228, 229 under C.S. Plot/Dag No. 1265, comprised in C.S. Khatian No. 791, P.S. Dum Dum, at present P.S. Laketown, within the limits of South Dum Dum Municipality, Ward No. 29, Additional District Sub Registrar Bidhannagar Salt Lake City, then District 24 parganas, at present District of North 24 Parganas and one Dr. Chittaranjan Datta, the purchaser therein purchased the same by a registered Deed of sale 13.12.1957 registered at Sub Registrar Cossipore Dum Dum and recorded in Book No I, Volume No 134, pages 31 to 38, Being No 8493, for the year 1957 from said The Amalgamated Development Limited, the vendor therein and thus Dr. Chittaranjan Datta became the absolute owner of the said property by virtue of the above mentioned purchase and constructed two storied dwelling house thereon and enjoyed the same free from all encumbrances and without having any interruption from anybody or from any corner and the property is clear, good and marketable and said Dr. Chittaranjan Datta recorded his name in B.L & L.R.O comprised in R.S Khatian No 750 under R.S Dag No 1265.

Demise of Dr. Chittaranjan Datta:-

AND WHEREAS while in course of enjoyed the same said Dr. Chittaranjan Datta died intestate on 11.03.1967 leaving behind his surviving wife namely Smt. Jyotsna Rekha Datta, one son namely Sri Tapas Kumar Datta and three daughter namely Subhra Datta, Shipra Somani, Lina Basu as his legal heirs and successors and the property left by Dr. Chittaranjan Datta, since deceased were jointly inherited by Smt. Jyotsna Rekha Datta, Sri Tapas Kumar Datta, Subhra Datta, Shipra Somani and Lina Basu, by virtue of hereditary right of their husband and father respectively and also by virtue of Hindu Succession Act 1956(Each having undivided 1/5th share of the total property).

Sold of their undivided 3/5th share of total land and structure by Subhra Datta, Shipra Somani, Lina Basu, the vendors thereof in favour of Smt. Jyotsna Rekha Datta and Sri Tapas Kumar Datta, the Purchasers therein:-

AND WHEREAS while in course of enjoyed the above mentioned property Subhra Datta, Shipra Somani, Lina Basu, the vendors therein jointly announced to sale out ALL THAT undivided 3/5th share of land measuring an area of 4-3-31 Four Cottahs Three Chittacks Thirty One sft or 7.20 satak be the same a little more or less out of 7-0-36 Seven Cottahs Thirty Six Sft or 12 satak be the same a little more or less along with the undivided 3/5th share of pucca Two storied dwelling house and Smt. Jyotsna Rekha Datta and Sri Tapas Kumar Datta, the purchasers therein jointly purchased the same by a registered Deed of Sale on 11.08.1967 registered at Sub Registrar Cossipore Dum Dum and recorded in Book No I, Volume No 101, pages 104 to 107, Being No 7166, for the year 1967 from said Subhra Datta, Shipra Somani, Lina Basu, the vendors therein.

Absolute ownership of 7-0-36 Seven Cottahs Thirty Six Sft or 12 satak land be the same a little more or less together with pucca Two storied

dwelling house by Smt. Jyotsna Rekha Datta and Sri Tapas Kumar Datta:-

AND WHEREAS thus Smt. Jyotsna Rekha Datta and Sri Tapas Kumar Datta jointly became the absolute owners of ALL THAT a piece and parcel of land measuring an area of 7-0-36 Seven Cottahs Thirty Six Sft or 12 satak land be the same a little more or less together with pucca Two storied dwelling house thereon by virtue of the above mentioned inheritance and purchase respectively and jointly enjoyed the same free from all encumbrances and without having any interruption from anybody or from any corner (Each having undivided $\frac{1}{2}$ half share of the total property). The property is absolute clear good and marketable.

Execution of a will by Smt. Jyotsna Rekha Datta in respect of her undivided $\frac{1}{2}$ (half) share of the total property in favour of her son namely Sri Tapas Kumar Datta:-

AND WHEREAS thereafter while in course of enjoyed the same Smt. Jyotsna Rekha Datta executed a will in respect of her undivided $\frac{1}{2}$ (half) share of the total property on 17th day of July 1994 in favour of her son namely Sri Tapas Kumar Datta.

Demise of Smt. Jyotsna Rekha Datta and grant of probate of will by Learned Court of District Delegate North 24 parganas, Barasat in favour of said Sri Tapas Kumar Datta vide Misc Case No 339/2002:-

AND WHEREAS thereafter said Smt. Jyotsna Rekha Datta died on 25.12.2000 and Learned Court of District Delegate North 24 parganas, Barasat grant probate of the said will in favour of said Sri Tapas Kumar Dattavide Misc Case No 339/2002.

Absolute ownership of Sri Tapas Kumar Datta, the landowner herein:-

AND WHEREAS thus Sri Tapas Kumar Datta became the absolute owner of **ALL THAT** a piece and parcel of bastu land measuring an area of **7-0-36 Seven Cottahs Thirty Six Sft** which is equivalent to 12 satak be the same a little more or less together with Two storied cement flooring residential

building thereon having **2200 sft** on the **Ground Floor** and **2200 sft** on the **First Floor** thus total measuring an area of 4400 sft cement flooring residential building being Plot No. **230 of Bangur Avenue, Block 'B', Kolkata - 700055**, lying and situated at **Mouza- Krishnapur**, at present Shyamnagar, J.L. No. 17, at present 32/20, Re. Sa. No. 180, Parganas Kalikata, Touzi Nos. 228, 229 under **C.S/R.S./L.R. Plot/Dag No. 1265**, comprised in C.S. Khatian No. 791 corresponding to **R.S./L.R. Khatian No 750**, P.S. Dum Dum, at present P.S. Lake town, within the limits of South Dum Dum Municipality, under ward No 29, **Locality: Bangur Avenue, Kolkata-700055**, Additional District Sub Registrar Bidhannagar Salt Lake City, at present in the District of North 24 Parganas and mutated his name in the records of South Dum Dum Municipality under ward No 29, Holding No 1565, Assessment 1202901523555, Locality: Bangur Avenue, Kolkata-700055 and Sri Tapas Kumar Datta, the landowner herein enjoying the same free from all encumbrances and without having any interruption from anybody or from any corner and the property is absolutely clear, good and marketable.

Desire for Construction Multi storied building on the said premises by the landowner herein:-

AND WHEREAS the landowner herein intend to construct a multi storied building consisting of Several residential Flats /Garages/ Lift devices etc. on the said Plot of land mentioned in the First Schedule hereunder written "OWN YOUR OWN FLAT" Scheme but due to paucity of fund and other difficulties the landowner herein is unable to proceed with the construction works of the building and the landowner herein requested to the Developer/ Promoter the Other Party herein by demolishing the old structure if any standing thereon.

Further offer from the Developer hereof to undertake the development work :-

AND WHEREAS M/S. GOKUL REALCON [PAN AAYFG6346B], a Partnership firm having its principal place of business at 18, Bidyut Chakra Pathagar Road, P.O. Ghughudanga, P.S. Dum Dum at present

Nagerbazar, Kolkata – 700030, District North 24-Parganas, West Bengal, being represented by its partners namely **(1) M/S. RUDANI & RUDANI PVT. LTD[CIN U52100WB2011PTC167212] [PAN AAECB6741Q]**, having its registered Office at 44/N/2, K.B. Sarani, P.S. Dum Dum, P.O. Dum Dum, Kolkata - 700080, West Bengal, represented by its Director namely **SRI NITIN RUDANI [PAN AMIPR3834M] [AADHAAR 3263 1162 1937]**, son of Shri Manohar Lal Rudani, by faith Hindu, by Nationality Indian, by occupation Business, residing at Gokul Niwas, 246/8, Rishi Bankim Chandra Road, P.S. & P.O. Dum Dum, Kolkata - 700028, District North 24 Parganas, West Bengal, **(2) MR. YASH PATEL [PAN EBHPP6267C] [AADHAAR 2725 2473 6033]**, son of Shri Bharat Kumar Patel, by faith - Hindu, by Nationality - Indian, by Occupation - Business, residing at 149/13, J.N. Mukherjee Road, Salkia, Howrah Corporation, Salkia, Pin - 711106, District Howrah, **(3) SRI BHASKAR CHANDA [PAN AFWPC0814P] [AADHAAR 4586 4036 8971]**, son of Late Binoy Kr. Chanda, by faith Hindu, by Nationality Indian, by occupation Business, residing at 18, Bidyut Chakra Pathagar Road, Purba Sinthee, P.O. Ghughudanga, P.S. Dum Dum at present Nagerbazar, Kolkata-700030, District North 24-Parganas, West Bengal, **(4) SRI RAJA DAS [PAN AHRPD8115D] [AADHAAR 6127 3349 8025]**, son of Sri Ajit Das, by faith Hindu, by Nationality Indian, by occupation Business, now residing at 147, PurbaSinthee Bye Lane, Post office Ghughudanga, P.S.-Dum Dum, at present Nagerbazar, Kolkata-700030, District North 24 Parganas, West Bengal, **(5) SRI NITIN RUDANI [PAN AMIPR3834M] [AADHAAR 3263 1162 1937]**, son of M.L Rudani, by faith Hindu, by Nationality Indian, by occupation Business, residing at GokulNiwas, 246/8, Rishi Bankim Chandra Road, P.S. & P.O. Dum Dum, Kolkata - 700028, District North 24 Parganas, West Bengal and **(6) SHRI GOKUL RUDANI[PAN ASOPR8698H][AADHAAR 5803 4502 0706]**, son of ShriManoharLalRudani, by faith - Hindu, by Nationality - Indian, by Occupation - Business, residing at 246/8, Rishi Bankim Chandra Road, P.O. & P.S. Dum Dum, Kolkata - 700028, District North 24-Parganas, West Bengal, the Party of the other Part hereof being the Developer hereto is an experienced Promoter and Developer engaged in the field of building

promotion and construction, having come to know the aforesaid desire of the landowner as well as on verification, scrutiny and due searching of all relevant papers and documents relating to the marketable title, bonafide interest peaceful physical possession of the said premises of the landowner and having been fully satisfied in all respect regarding the absolute lawful right, bonafide interest, peaceful possession and marketable title of the landowner in respect of the said premises, with specific undertaking of not to raise any question relating to the same in future on any ground whatsoever, made an approach/offer to the landowner hereto for allowing the Developer thereof to undertake such proposed development work by constructing the multi storied building on the said Premises of the landowner in accordance with the building Plan cause to be sanctioned by the authorities of South Dum Dum Municipality, **in** the name of the landowner exclusively at the costs, arrangements and expenses of the Developer upon regularization of all requisite legal formalities pertaining to the proposed development work on the said Premises of the landowner.

Acceptance of the said offer of the Developer by the landowner :-

AND WHEREAS the landowner hereof having thus approached by the party of the other Part thereto in the manner stated hereinbefore, in acceptance of such offer, decided to allow and engage the Party of the other Part hereof as Developer to proceed with the proposed development work on the said Premises of the landowner and by executing the Development Agreement as well as by executing a registered Development Power of Attorney agreed to engage, appoint, authorize and empower the Party **of the other** Part **hereof as** Developer to **proceed with the proposed development** work by constructing the multi storied building on the said premises of the landowner in accordance with the building plan cause to be sanctioned by the authorities of South Dum Dum Municipality, in the name of landowner exclusively at the costs, arrangements and expenses of the developer on **the** mutually agreed and settled terms and conditions so arrived at **between** the parties hereof and stipulated herein after.

Execution of Development Agreement and Development Power of Attorney by Sri Tapas Kumar Datta, the landowner hereof in respect of the First Schedule mentioned property written here under in favour of the Developer herein:-

AND WHEREAS in pursuant to the said proposal, the Developer herein has agreed to develop the said plot of land mentioned in the First schedule here under written by constructing a multi-storied building thereon for which the Developer herein entered into a registered Development Agreement with the landowner/Vendor herein which was executed on 30.11.2022 registered at Additional District Sub Registrar Bidhannagar Salt Lake City and recorded in Book No. I, Volume No. 1504-2022, Pages from 201301 to 201347, Being No. 150404935, for year 2022 upon some terms and conditions mentioned therein. And in that context the landowner herein also executed a registered Development Power of Attorney in favour of the Developer herein to develop the said property more fully described in the First Schedule hereunder written which was executed on 30.11.2022 registered at Additional District Sub Registrar Bidhannagar Salt Lake City and recorded in Book No. I, Volume No. 1504-2022, Pages from 201520 to 201546, Being No.150404939, for the year 2022.

Obtained building sanction plan from South Dum Dum Municipality:

AND WHEREAS the developer/promoter herein after acquiring the said property (land with structure) applied before the local concerned authority of South Dum Dum Municipality for and on behalf of the landowner herein for obtaining sanctioned building plan and thereafter the developer therein finally obtained sanctioned building plan from South Dum Dum Municipality **vide sanction Plan Serial No. 792** dated on **16/05/2023** for proposed (G+VIII) storied building thereon.

Started constructional work on the said property by the Developer herein:-

AND WHEREAS the developer herein thereafter started the construction of the proposed (G+VIII) storied building upon the First Schedule here under written and is in full swing consisting of several residential flats, shops,

garage spaces with all conveniences and amenities for the ownership building such as overhead tank, septic tank, drains, staircase, lift, meter room, passage, entrance etc. for the common use of the flat owners of the said (G+VIII) storied building according to sanctioned building plan of South Dum Dum Municipality.

Land free from all encumbrances:-

AND WHEREAS the land owner hereby declare that the said plot of land is free from all encumbrances and the land owner have marketable title thereto.

AND WHEREAS the developer herein has invited offer to sell out **ALL THAT** a self contained **Tiles Flooring** residential flat being **Flat No. 7C**, on the **Seventh Floor, South-East side** measuring a super built up area of **1169 Sft.** consisting of 2 (Two) Bed Rooms, 1(One) Dining cum Living, 1 (One) Kitchen, 1 (One) Privy & Bath, 1 (One) W.C and 2(Two) Balconies and a **Cement** flooring Car Parking Space, **being No. _____**, on the **Ground Floor** from **Developer's allocation** as mentioned in the **Second schedule** here under written as per the terms and conditions of the said Development Agreement as mentioned above together with undivided proportionate share of land as mentioned in the First schedule here under written upon which the proposed (G+VIII) storied building is being constructed including right to use as common, all common service area of the said (G+VIII) storied building to any intending purchaser/s and the Developer herein has got every right to transfer the same to anybody by anyway.

AND WHEREAS by hearing such intention of the developer, **SRI SOUMYAJIT CHAKRABORTY** and **SMT SANJUKTA CHAKRABORTY**, the purchasers herein have jointly approached to the Developer to purchase a self contained residential Flat & Car Parking Space and after inspected a true copy of the said Development Agreement, Development Power of Attorney, other documents relating to the said land, sanctioned plan, title of the said plot of land, and after full satisfaction **SRI SOUMYAJIT CHAKRABORTY** and **SMT SANJUKTA CHAKRABORTY**, the purchasers herein have jointly agreed to purchase **ALL THAT** a self contained **Tiles**

Flooring residential flat being **Flat No. 7C**, on the **Seventh Floor, South-East side** measuring a super built up area of **1169 Sft.** consisting of 2 (Two) Bed Rooms, 1(One) Dining cum Living, 1 (One) Kitchen, 1(One) Privy & Bath, 1 (One) W.C and 2(Two) Balconies @ of Rs. 5200/sft i.e. for or at a valuable consideration of **Rs. 60,78,800/-**(Rupees Sixty Lakh Seventy Eight Thousand Eight Hundred) only and a **Cement** flooring Car Parking Space, **being No. P7**, on the **Ground Floor**, for or at a valuable consideration of **Rs. 8,00,000/- (Rupees Eight Lakh) only** thus **total consideration** of (Flat + Covered Car Parking Space) is **Rs. 68,78,800/- (Rupees Sixty Eight Lakh Seventy Eight Thousand Eight Hundred) only** along with the water service and electric fittings together with all amenities and easement right and all common portion and common expenses as mentioned in the **Second schedule** here under written in the said (G+VIII) storied building together with all amenities and easement rights and the Developer herein has agreed to sale the said Flat & Car Parking Spaces as mentioned in the **Second Schedule(Part - I and part - II)** hereunder written from **Developer's allocation** as agreed as follows: -

DEFINITION

1. **THE LAND OWNER** - land owner shall mean and include the landowner and his heirs, executors, administrators, legal representative's partners in office and/or assigns.
2. **THE DEVELOPER/PROMOTER/ VENDOR**- shall mean and include the Developer/Promoter/Vendor and its partners for the time being successors in office and / or assigns.
3. **THE PURCHASERS** - shall mean and include the Purchasers and his/her/ their heirs, executors, administrators, legal representatives and/or assigns.
4. **THE LAND** - shall mean & the land more fully described in the FIRST schedule hereunder written.

5. **THE BUILDING** - shall mean the building comprising the unit constructed more fully described in the SECOND schedule hereunder written named and known as **“EMERALD TOWER”**.
6. **THE UNIT** - shall mean the unit in the building including all fittings and fixtures therein and / or appurtenant thereto as in hereby sold to the Purchasers and more fully described in the THIRD Schedule hereunder written.
7. **SUPER BUILT UP AREA** shall mean Covered Area + Proportionate Share of Stair Case, Lift Area + 30% as Proportionate Share of Service/ Common Area in case of Flat and for **Garage/Car parking Space** = (Covered Area + 30 % Service Area].
8. **THE COMMON AREAS** - shall mean the common portions comprised in the building only.
9. **PROPORTIONATE OR PROPORTIONATE SHARE OR PROPORTIONATELY**- shall mean the Purchasers share in the land the common portions as described in Part - 2, of the SECOND schedule hereunder with share in the land and common portions and all other common rights.
10. **THE COMMON PORTIONS** - shall mean the common portions more fully described in the FOURTH schedule hereunder written.
11. **THE CO-OWNERS** - shall according to the context mean all persons who has agreed to own Units in the building including the land owners builder.
12. **THE PLAN** - shall mean the plan approved for construction of the building sanctioned by South Dum Dum Municipality **vide sanction Plan Serial No. 792** dated on **16/05/2023**for Proposed (G+VIII) storied residential building.
13. **COMMON PURPOSES** - shall mean and include the purpose of keep, management, maintenance, administrations and protection of the common purposes and all other purposes and matters in which the co-owners has common interest relating to the land and the building.

14. **THE ARCHITECT** - shall mean the architect appointed by the Vendor as Architects for constructing of the building.
15. **Singular** shall include the plural and Vice Versa.
16. **Masculine** shall include Feminine and Vice Versa.

NOW THIS INDENTURE WITNESSETH that in consideration of the said sum of **Rs. 68,78,800/- (Rupees Sixty Eight Lakh Seventy Eight Thousand Eight Hundred) only** well and truly paid in hand to the Developer/promoter/Vendor, by the Purchasers on or before the execution of these presents (the receipt whereof they doth hereby as well as by the receipt hereunder written admit and acknowledge and of and from the same and every part thereof) the Developer/promoter/Vendor doth hereby indefeasibly and absolutely grant, convey assure sell and transfer unto and to the use of the Purchasers **ALL THAT** a self contained **Tiles Flooring** residential flat being **Flat No. 7C**, on the **Seventh Floor, South-East side** measuring a super built up area of **1169 Sft.** consisting of 2 (Two) Bed Rooms, 1(One) Dining cum Living, 1 (One) Kitchen,1(One)Privy & Bath,1 (One) W.C and 2(Two) Balconies and a **Cement** flooring Car Parking Space, **being No. _____**, on the **Ground Floor**, from the **Developer's Allocation** in the said (G+VIII) storied building, as mentioned in the **SECOND Schedule(Part - I and part - II)** hereunder written and marked as "**RED**" border in the map or plan annexed hereto alongwith the water service and electric fittings together with all amenities and easement rights together with the undivided proportionate share of land as mentioned in **FIRST schedule** hereunder written TOGETHER WITH all rights, title and interest benefits, advantages, claims and demands to hold and enjoy the said property **AND ALL THE** right, title, interest claim of property and demand whatsoever exclusively relating to the same **TO HAVE AND TO HOLD** the said unto and in favourof the Purchasers absolutely and forever free from all encumbrances.

OR HOWSOEVER OTHERWISE the said property hereditaments and premises or any portion thereof now are or is or at any time or times heretofore were or was situated, butted and bounded called known

numbered described or distinguished **TOGETHER WITH** all rights and benefits in over and under the common passage shown and delineated in the map or plan annexed hereto and all areas, water, water courses, sewers, drains, ditches, rights, privileges, common advantages, common space in the ground floor , right, liberties and appurtenances whatsoever to the said property hereditaments and premises belonging or any wise appertaining or usually held or enjoyed therewith or reputed to belong or the appurtenant thereto AND the reversion and reversions and remainder and remainders, AND all the estate right, title interest use trust possession property claim and demand both at law and in equity of the Developer/Vendor into and upon the said property hereditaments and premises or any deeds writings and evidence of which in anywise relate to the said Flat and Car Parking Space or any part or parcel thereof and which now are or hereafter shall or may be in the custody possession power or control of the said Developer/promoter or any person or persons from whom he can or may procure the same without suit or action at law or in equity free from all lines attachments and encumbrances **TO HAVE AND TO HOLD** the said Flat and Car Parking Space hereditaments and premises hereby granted, conveyed, assured sold and transferred or expressed or intended so to be and to the use of the Purchaser absolutely and forever AND the Developer/promoter doth hereby from its heirs, executors, administrators, representatives, covenants with the Purchasers his/her/their heirs, executors, administrators, representatives and assigns **THAT NOTWITH STANDING** any act deed or thing done by the Developer/Promoter or any of predecessors or predecessors-in-title done, committed or executed or knowingly suffered to the contrary be the said Developer/ Promoter is now lawfully and absolutely seized and possessed of otherwise well and sufficiently entitled to the said undivided Flat and Car Parking Space hereditaments and premises hereby granted conveyed and transferred or expressed so to be and every part thereof unto and to the use of the Purchasers absolutely and forever for perfect and indefeasible estate or inheritance without any manner or condition use or other whatsoever to alter encumber or make void the same AND that

NOTWITHSTANDING any act deed or things whatsoever and aforesaid the Developer/promoter now has in its self good right, full power, absolute authority and indefeasible title to sell convey or transfer the said Flat and Car Parking Space hereditaments and premises and every part thereof hereby granted, conveyed and transferred or expressed so to be unto and to the use of the Purchasers absolutely and forever AND that the Developer/promoter has not in any way encumbered the said property hereditaments and premises hereby granted, conveyed and transferred AND that the Purchasers shall and may at all time hereafter peaceably and quietly enter upon have hold, possess and every part thereof and receive and take all rents, issues and profits thereof without any lawful eviction interruption claim and demand whatsoever from or by the Developer/promoter or its predecessor or predecessors-in-title shall and will from time to time and at all times hereafter at the request and cost of the Purchasers do and execute or cause to be and executed all such acts, deeds and things whatsoever for further better and more perfectly assuring the said Flat and Car Parking Space hereditaments and premises and every part thereof unto and to the use of the Purchasers in the manner aforesaid as shall or may be required. It is further declared that the property is not under any requisition or acquisition or affected by Government project and not vested to the State. The Developer/Promoter doth hereby further covenant with the Purchasers that the Developer/ Promoter shall unless prevented by fire or some other inevitable accident from time to time and at all times hereafter at the reasonable request and cost of the Purchasers or their heirs executors, administrators, representatives and/or assigns produce or cause to be produce to their solicitors or agents or at any trial hearing commission, examination or otherwise as association required all of any of the deeds writings for the purpose of showing the title to the said land hereditaments and premises granted and conveyed or otherwise or intended to be or any part thereof and at the like request or cost deliver or cause or be delivered unto the said Purchasers or their heirs, executors, administrators, representatives and/or assigns such attested or other copies or extracts of and/or from the said Deeds or writings or any of them as

he will require in the meantime unless prevented by fire or some other inevitable act keep the said deed and writings un-obliterated and un-cancelled.

The Developer/promoter doth hereby further agree with the Purchasers that the Purchasers shall have every right, title and interest to mutate her name with South Dum Dum Municipality and B.L. and B.L.R. Office or any concerned authority and shall have the right to transfer of their right, title, interest over the said Flat and Car Parking Space at any time by way of Sale, Gift, Mortgage, lease etc. as they deem fit and proper.

AND THAT the Developer/promoter/vendor do hereby covenant and agree with the Purchasers as follows: -

The Developer/promoter/vendor declare that it did not or has not entered into any agreement with anybody for sale of the said Property save and except the Purchasers herein.

The Developer/promoter has not received any notice from any authority, the Developer/promoter declare that at present the said land with building is not effected by any notice or scheme of the South Dum Dum Municipality or the Government of any other Public Body or bodies and further declare that at present the said land with building is not effected by any notice of acquisition or requisitions by any authorities.

The Developer/promoter shall deliver absolute peaceful vacant possession of the said Property fully described in the **SECOND schedule** below to the Purchasers immediately after the purchase of the said Property under this Deed of conveyance.

The Purchasers herein be entitled to use common passage for common purpose and she shall have no right to create any obstruction on the said common passage and now or in future.

The Purchasers herein shall not be entitled or has right to make any Elevation or Changes any portion of the building without the Developer's

consent, she is only entitled to repair, modification, plaster and white wash at the inside wall of the said Flat and Car Parking Space at their own cost.

The Purchasers shall and may at all times hereafter peacefully and quietly hold, possess and enjoy the said Flat and Car Parking Space and such and every part thereof forever and receive the rents issues and profits thereof without the lawful eviction interruption claim or demand from or by the Developer/promoter or its heirs, executors, administrators, representatives and assigns with the right of transfer in any manner whatsoever.

AND IT IS FURTHER AGREED AND DECLARED BY THE PARTIES AS FOLLOWS:-

The Purchasers and the Developer/promoter doth hereby covenant with each other as follows:

1. The Purchasers shall not any time claim partition of the said undivided proportionate share in the land and / or in the common portions and / or in any of the common areas, utilities and facilities in the land and the building in which the Purchasers have any right in common with the Co-owners.
2. The Purchasers shall after completion of unit and after the transfer being completed in terms hereof apply for and have the unit separately assessed for the purpose of assessment of South Dum Dum Municipality.
3. Until such time as the unit be not separately assessed and / or mutated in respect of any Tax or imposition the Purchasers shall bear and pay a proportionate share of Rates and taxes.
4. Upon the mutation of the unit in the name of the Purchasers of the purpose of liability of any Tax or imposition, after the date of purchase the Purchasers shall pay wholly such tax or imposition in respect of the unit and proportionately in respect of the common portions.

5. The terms "Taxes and imposition" referred in various Sub-clauses or clause - 3 immediately proceeding shall include the Land Revenue, South Dum Dum Municipality Rates and Taxes, South Dum Dum Municipality Surcharges, building tax, Urban Land Tax, Betterment fees and water tax etc. and / or taxes of similar nature and / or other new Taxes as may be imposed time to time.
6. The Purchasers shall not use the said Flat in such manner which may or likely to cause nuisance or annoyance to the other occupiers thereof, nor shall use the same for any illegal or immoral purpose.
7. The Purchasers shall not throw or accumulate any dirt, rubbish rags, or other refuses; she shall have to accumulate the refuses in special receptacles for common use of the other Flat owners.
8. The costs of maintenance replacement repairing white washing painting and decorating the main structure of the said building including the exterior and in particular the common portion of the roof, terrace, landing and structure of the building rain water pipes, water tanks, motor pumps, tube well, gas pipes and electrical wire, sewerage drain, transfer and all other common parts of the fixtures, fittings and equipment in under or upon the building enjoyed or used in common by the Purchasers and occupiers thereof, shall be borne jointly by them proportionately.
9. The costs of cleaning, lighting, the maintenance of staircase, and other parts of the building as enjoyed in common by the Purchasers shall be borne with the other occupiers proportionately.
10. The salaries of Durwans, if any, electricians, sweepers etc. shall be borne proportionately by the Purchasers and other occupiers of the building.
11. The cost of repairs, replacement and maintenance of lights and other plumbing works all other services charges for service rendered in

common to all other occupiers shall also be borne by the Purchasers proportionately.

12. Save and except the particular Flat **being Flat No “_____”**, on the **Seventh Floor, South-East side** and one **Cement flooring** common **Covered Car Parking Space, being No. _____**, on the **Ground Floor** in the said multi storied residential building hereby sold, the Purchasers shall have no claim or right of exclusive ownership or in respect of all open spaces, basement, in lobbies, staircase, lift, terrace, roofs, outside walls and other portions of the said premises.
13. The Purchasers shall not keep or store in the said Flat and Car Parking Space any inflammable / combustible or any offensive articles which shall be or constitute any nuisance or annoyance to the occupiers of the other of the building.

The terms and conditions which have not been specifically mentioned in this Deed shall be provided according to the West Bengal Apartment Ownership Act, 1972 and thereafter.

THE FIRST SCHEDULE ABOVE REFERRED TO
(TOTAL PROPERTY ON WHICH THE (G+VIII) STORIED BUILDING IS TO
BE ERECTED)

ALL THAT a piece and parcel of bastu land measuring an area of **7-0-36 Seven Cottahs Thirty Six Sft** which is equivalent to 12 satak be the same a little more or less together with (G+VIII) storied building to be constructed thereon being Plot No. **230 of Bangur Avenue, Block ‘B’, Kolkata - 700055**, lying and situated at **Mouza Krishnapur, at present Shyamnagar, J.L. No. 17, at present 32/20, Re. Sa. No. 180, Parganas Kalikata, Touzi Nos. 228, 229 under C.S/R.S./L.R. Plot/Dag No. 1265**, comprised in C.S. Khatian No. 791 corresponding to **R.S. /L.R. Khatian No 750**, P.S. Dum Dum, at present P.S. Lake town, within the limits of South Dum Dum Municipality, under ward No 29, Holding No 1565, Assessment 1202901523555, **Locality: Bangur Avenue, Block ‘B’, Kolkata-700055**, Additional District Sub Registrar Bidhannagar Salt Lake City, in the District

of North 24 Parganas. The total property is butted and bounded in the manner as follows :

ON THE NORTH BY :20'-0" ft wide Road;

ON THE SOUTH BY :Land under plot No 224 and 225;

ON THE EAST BY: Land under plot No 229;

ON THE WEST BY :Land under plot No 231 and 232;

THE SECOND SCHEDULE OF PROPERTY ABOVE REFERRED TO

(FLAT HERE BY SOLD, PART-I)

ALL THAT a self contained **Tiles Flooring** residential flat being **Flat No.** _____, on the _____, **South-East side** measuring a super built up area of _____ **Sft.** consisting of 2 (Two) Bed Rooms, 1(One) Dining cum Living, 1 (One) Kitchen,1(One)Privy & Bath,1 (One) W.C and 2(Two) Balconies together with the undivided proportionate share of land as mentioned in the FIRST schedule herein above written along with electric and water service in the said (G+VIII) storied building name and known as "**EMERALD TOWER**", within the limits of South Dum Dum Municipality, under ward No 29, Holding No 1565, Assessment 1202901523555, **Locality: Bangur Avenue, Kolkata-700055**, Additional District Sub Registrar Bidhannagar Salt Lake City, in the District of North 24 Parganas. The flat is shown in the map or plan annexed hereto and marked with Red Border.

CAR PATR KING SPACE HERE BY SOLD, PART-II)

ALL THAT a **Cement flooring**Car Parking Space, **being No. P7**, on the **Ground Floor**, together with the undivided proportionate share of land as mentioned in the FIRST schedule herein above written along with electric and water service in the said (G+VIII) storied building name and known as "**EMERALD TOWER**", within the limits of South Dum Dum Municipality, under ward No 29, Holding No 1565, Assessment 1202901523555, **Locality: Bangur Avenue, Kolkata-700055**, Additional District Sub Registrar Bidhannagar Salt Lake City, in the District of North 24 Parganas.

The Car Parking Space is shown in the map or plan annexed hereto and marked with Red Border.

PROPORTIONATE SHARE PART - 2

ALL THAT one undivided impartible share and/or interest in the land described in the FIRST schedule hereinabove written and in the common portion described in the FOURTH schedule hereinafter common right.

THE THIRD SCHEDULE OF PROPERTY ABOVE REFERRED TO :-
(THE COMMON PORTIONS)

1. The roof of the Top floor and open space of the roof of Top floor.
2. Entrance and Exit.
3. Boundary walls and Main Gate.
4. Drainage and sewerage lines and other installations for the same (except only those as are installed within the exclusive area of any unit and / or exclusively for its use).
5. Electrical wiring and other fittings (excluding only those as are installed within the exclusive of any unit and / or exclusively for its use).
6. Staircase, Lobbies, lift on all the floors.
7. Water pumps, overhead water reservoir, together with all common plumbing installations for carriage of water (save only those as are exclusively within and for use of any unit) in the Building at the land.
8. Such other common parts, areas, equipment, installations, fittings, fixtures and space in about the land of the building as are necessary for passage to any / or use of the units in common by the Co-owners.

9. **Lift facility.****COMMON EXPENSES**

1. All costs of maintaining, operating, replacing, white washing, painting, rebuilding, reconstructing, decorating, re-decorating, lighting the common parts and also the outer walls of the building.
2. The salary of all the persons employed of the common purposes.
3. Insurances premium for insuring the building against earthquake, fire, lightning and mob damage of civil commotion etc.
4. All charge and deposits for supplies of common utilities to the Purchasers or other Purchasers or occupiers of other portions of the building.
5. Municipal taxes and other outgoings save those separately / assessed on the Purchasers or other co-owners.
6. Cost of information and operation of the Company / Association for management of the building.
7. All litigation expenses incurred for the common purposes.
8. Installations of Disc Antenna, if any, by the occupiers of the flats in the building.
9. All other expenses and outgoings as are necessary or incidental for regulation inter right of the Purchasers and/or occupiers of the building including such amount as may be fixed for creating a fund for replacement, renovation, painting, CC TV Camera, water Purifier, and/or repairing in and of the common portions.
10. All common expenses will be incurred by the flat owners proportionately.

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

**SIGNED SEALED AND DELIVERED
AT KOLKATA IN THE PRESENCE OF: -**

WITNESSES: -

1.

As constituted attorney of:-

Shri Tapas Kumar Datta

**SIGNATURE OF THE LANDOWNER
/ VENDOR**

2.

M/S. GOKUL REALCON

Partners

**SIGNATURE OF THE DEVELOPER
/PROMOTOR/VENDOR**

SIGNATURE OF THE PURCHASERS

RECEIVED of and from the within named Purchasers within mentioned sum of **Rs.** _____/- (**Rupees** _____) **only** as per Memo of Consideration given below. :-

MEMO OF CONSIDERATION

Date	Bank	Branch	Cheque No	Amount
				Rs.
			Advance	Rs. _____/-

(Rupees _____) only.

WITNESSES : -

1.

GOKUL REALTECH

Partners

2.

**SIGNATURE OF THE DEVELOPER
/PROMOTOR/VENDOR**

Prepared By :-

Manash Bhattacharya

BD-6, Deshbandhu Nagar

Baguiati, Kolkata – 700059

L.No. DW XI – 45.A.D.S.R.Cossipur, Dum Dum.

A.D.S.R.Cossipur, Dum Dum.

Composed By:-

Avijit Paul

100, S.S. Road, Dum Dum

Kolkata – 700030.