

DEED OF CONVEYANCE

THIS DEED OF CONVEYANCE executed on this _____ (day) of
_____(month), 2020(Two Thousand Twenty) A.D.

BETWEEN

Contd...

(1) SHRI GOPAL DAS (PAN – CADPD7397G) (AADHAAR NO. 5497 0667 6747) (Mob. No. 9007603879), son of Late Birendra Nath Das, by faith – Hindu, by Occupation – Business, by Nationality and Citizenship – Indian, residing at – Sreenagar Main Road, Kolkata – 700094, P.O. – Panchasayar, P.S. – Sonarpur, District – South 24 Parganas, West Bengal, **(2) SHRI BAPI DAS (PAN – CADPD7396H) (AADHAAR NO. 6165 5924 1427) (Mob. No. 7044314175)**, son of Late Birendra Nath Das, by faith – Hindu, by Occupation – Business, by Nationality and Citizenship – Indian, residing at – Sreenagar Main Road, Kolkata – 700094, P.O. – Panchasayar, P.S. – Sonarpur, District – South 24 Parganas, West Bengal, **(3) SMT. ARATI DAS (PAN – FSTPD6278R) (AADHAAR NO. 2998 5916 8640) (Mob. No. 6290639005)**, wife of Late Birendra Nath Das, by faith – Hindu, by occupation – Housewife, by Nationality and Citizenship – Indian, residing at 60/1, Sreenagar Main Road, P.O. – Panchasayar, Kolkata – 700094, P.S. – Sonarpur, District – South 24 Parganas, West Bengal, **(4) SMT. SHRABANI DAS (PAN – ANGPLD8729E) (AADHAAR NO. 2514 8325 4666) (Mob. No. 8481025545)**, wife of Shri Sunil Kumar Das and daughter of Late Birendra Nath Das, by faith – Hindu, by occupation – Housewife, by Nationality and Citizenship – Indian, residing at Purbayan, 70 Chingrighata, Canal South Road, P.O. – Nowbhanga, Kolkata – 700105, P.S. – Pragati Maidan, District – South 24 Parganas, West Bengal, **(5) SMT. SOMA MONDAL (PAN – EDUPM2800P) (AADHAAR NO. 6914 5575 9586) (Mob. No. 8420622491)**, daughter of Late Birendra Nath Das and wife of Shri Gokul Chandra Mondal, by faith – Hindu, by occupation – Housewife, by Nationality and Citizenship – Indian, residing at Purba Sitala, P.O. – Sonarpur, PIN – 700150, P.S. – Sonarpur, District – South 24 Parganas, West Bengal, **(6) SMT. MOLY MANDAL DAS alias MOLY MANDAL (PAN – CXWPM7910E) (AADHAAR NO. 3849 6347 2468) (Mob. No. 9679695552)**, daughter of Late Birendra Nath Das and wife of Shri Himansu Sekhar Mondal, by faith – Hindu, by occupation – Service, by Nationality and Citizenship – Indian, residing at Karanjali, Kulpi, Near Post Office, P.O. – Karanjali, PIN – 743348, P.S. – Kulpi, District – South 24 Parganas, West Bengal, **(7) SHRI PROVAT DAS (PAN – AGRPD3818J) (AADHAAR NO. 7104 9480 1970) (Mob. No. 9681244455)**, son of Late Kiron Chandra Das alias Late Kiran Chandra Das, by faith – Hindu, by Occupation – Business, by Nationality and Citizenship – Indian, residing at - Sreenagar Main Road, Kolkata – 700094, P.O. – Panchasayar, P.S. – Sonarpur, District – South 24 Parganas, West Bengal, **(8) SMT. SUNITA PAUL (PAN – BSCPP2978P) (AADHAAR NO. 6947 3910 6773) (Mob. No. 9674236282)**, daughter of Sunil Pal and wife of Shri Dulal Paul, by faith – Hindu, by Occupation – Housewife, residing at – Janaki Nath Basu Road, Subhasgram Purbayan, P.O. – Subhasgram, Kolkata – 700147, P.S – Sonarpur, District – South 24 Parganas, West Bengal, **(9) SHRI DULAL PAUL (PAN – AALPP1352K) (AADHAAR NO. 9732 3847 6369) (Mob. No. 9830369715)**, son of Shri Amar Paul, by faith – Hindu, by Occupation – Business, by Nationality and Citizenship – Indian, residing at – Janaki Nath Basu Road, Subhasgram Purbayan, P.O. – Subhasgram, Kolkata – 700147, P.S – Sonarpur, District – South 24 Parganas, West Bengal and **(10) SHRI ASHIM KUMAR ROUTH (PAN – ACXPR8906M) (AADHAAR NO. 5398 9132 8848) (Mob. No. 9830605099)**, son of Shri Kshitish Chandra Routh, by faith – Hindu, by Occupation – Service, by Nationality and Citizenship – Indian, residing at No. 54B, Dr. L. M. Bhattacharya Road, P.O. – Entally, Kolkata – 700014, P.S. –

Entally, District – South 24 Parganas, West Bengal, hereinafter jointly called and referred to as the “**Owners**”.

The “**Owners**” herein are represented through their constituted attorney **SHRI SWAPAN KUMAR SAHA (PAN – AVFPS3548D) (AADHAAR NO. 3964 8986 0967) (Mobile No. 9831326167)**, son of Late Madhab Chandra Saha, by faith – Hindu, by Occupation – Business, by Nationality and Citizenship – Indian, residing at Flat No. 31, 3rd Floor, “Madhab Niloy Apartment”, 38, Sree Nagar Main Road, P.O. – Panchasayar, Kolkata – 700094, Police Station – Narendrapur (previously Sonarpur), District – South 24 Parganas, West Bengal, being the Proprietor of “**SUBARNA ENTERPRISE**”, a Proprietorship firm, having its Office at “Madhab Niloy Apartment”, Ground Floor, 38, Sree Nagar Main Road, P.O. – Panchasayar, Kolkata – 700094, Police Station – Narendrapur (previously Sonarpur), District – South 24 Parganas, West Bengal (which terms or expressions shall unless excluded by or repugnant to the subject and/or context be deemed to mean and include each of their respective heirs, executors, administrators, successors, legal representatives and/or assigns etc) of the **FIRST PART.**

AND

“**SUBARNA ENTERPRISE**”, a Proprietorship firm, having its Office at “Madhab Niloy Apartment”, Ground Floor, 38, Sree Nagar Main Road, P.O. – Panchasayar, Kolkata – 700094, Police Station – Narendrapur (previously Sonarpur), District – South 24 Parganas, West Bengal, represented by its **Sole Proprietor**, namely; **SHRI SWAPAN KUMAR SAHA (PAN – AVFPS3548D) (AADHAAR NO. 3964 8986 0967) (Mobile No. 9831326167)**, son of Late Madhab Chandra Saha, by faith – Hindu, by Occupation – Business, by Nationality and Citizenship – Indian, residing at Flat No. 31, 3rd Floor, “Madhab Niloy Apartment”, 38, Sree Nagar Main Road, P.O. – Panchasayar, Kolkata – 700094, Police Station – Narendrapur (previously Sonarpur), District – South 24 Parganas, West Bengal, hereinafter called and referred to as the “**DEVELOPER/ CONFIRMING PARTY**” (which terms or expressions shall unless excluded by or repugnant to the subject and/or context be deemed to mean and include his heirs, executors, administrators, successors, legal representatives and/or permitted assigns and/or permitted nominee or nominees etc.) of the **SECOND PART.**

The “**Owners**” and “**Developers**” shall, hereinafter collectively be referred to as to as the “**Promoter**”.

AND

SHRI AMIT KUMAR DATTA alias AMIT KUMAR DUTTA (PAN – BEFPD2887G) (AADHAAR No. 5299 2099 6823) (VOTER ID CARD No. KNS2137792) (Mobile No. 8100674357), son of Shri Khokan Chandra Datta alias Khokan Chandra Dutta, by faith – Hindu, by Occupation – Service, by Nationality and Citizenship – Indian, residing at Vill – Kamarhati Colony, P.O. – Kamarhati, PIN – 741154, P.S. – Dhubulia, District – Nadia, West Bengal, hereinafter referred to as the “**Allottee/PURCHASER**” (which term or expression shall unless excluded by or

repugnant to the context and/or subject be deemed to mean and include his heirs, executors, administrators, legal representatives and/or assigns etc.) of the **THIRD PART**.

The **Promoter** and **Allottee** shall hereinafter collectively be referred to as the "**Parties**" and individually as a "**Party**".

WHEREAS the OWNERS/VENDORS herein presently are the lawful absolute owners of **ALL THAT** piece and parcel of Bastu **Land** measuring **8 (Eight) Cottahs 9 (Nine) Chhitacks 21 (Twenty One) Sq. ft.** more or less, lying and situated in Mouza – Tetulberia, J.L. No. 44, comprised in part of R.S. Dag No. 39, L.R. Dag No. 44 under R.S. Khatian No. 54, L.R. Khatian Nos. 595, 2693, Police Station – Sonarpur, Municipal Holding No. 525 (**old**) thereafter, Municipal Holding Nos. 788, 1235, 1432, 1433 & 1449 and thereafter, upon amalgamation, **Municipal Holding No. 1432 (at present)**, (Mailing Address 60 & 60/1), Sreenagar, Kolkata - 700094 within the limits of Ward No. 1 (previously 22) of Rajpur-Sonarpur Municipality, Additional District Sub-Registration Office Garia (formerly Sonarpur), District – South 24-Parganas, West Bengal.

AND WHEREAS

- 1) (i) One Smt. Chanchala Bala Dasi, wife of Late Manmohan Das, was the absolute Owner of ALL THAT piece and parcel of land measuring 15 decimals, be it a little more or less, lying and situated in Mouza – Tetulberia, J.L. No. 44 in part of R.S. Dag No. 39 under R.S. Khatian No. 54, P.S. – Sonarpur, District – South 24 Parganas, West Bengal, by virtue of **Sale Deed (Bengali Kobala), dated 13/12/1967, executed by Smt. Thakur Dasi Paul and Smt. Dhumabati Pal in favour of said Smt. Chanchala Bala Dasi.**

The aforesaid Sale Deed (Bengali Kobala), dated 13/12/1967, was registered in the Sub-registration Office of Sonarpur and therein recorded in Book No. I, Volume No. 28, Pages from 264 to 267, being Deed No. 1946 for the year 1967.

- (ii) After becoming the Owner of the aforesaid Land in the manner stated above, said Smt. Chanchala Bala Dasi got her name recorded in the records of the Rajpur-Sonarpur Municipality in respect of the above Land against Municipal Holding No. **525**, Sreenagar, then within Municipal Ward No. 22 of Rajpur-Sonarpur Municipality.
 - (iii) After becoming the Owner of the aforesaid Land in the manner stated above, said Smt. Chanchala Bala Dasi got her name mutated in the records of the concerned Office of the Block Land & Land Reforms Officer in respect of the above Land against L.R. Khatian No. 595 under L.R. Dag No. 44 in Mouza - Tetulberia, P.S. – Sonarpur, District – South 24 Parganas, West Bengal.
 - (iv) After purchasing the aforesaid Land, the said Smt. Chanchala Bala Dasi, peacefully possessed and enjoyed the aforesaid Land by making structures therein and also paying rates, taxes and government revenue to the concerned Government Authorities and free from all encumbrances whatsoever.
- 2) (i) While remaining seized and possessed of or otherwise well and sufficiently entitled to the aforesaid Landed Property, for meeting economic requirement, said

Smt. Chanchala Bala Dasi, wife of Late Manmohan Das, intended to sell certain portion of Land out of the aforesaid 15 decimals of Land and in view thereof and also in view of gifting certain portions of the aforesaid Land to her sons and grandsons, said Smt. Chanchala Bala Dasi, divided the aforesaid 15 decimals of Land in certain Plots, keeping a 4 feet wide **Common Passage** (measuring **14 Chittacks 2 Sq. ft.** more or less and abutting land under R.S. Dag No. 38) out of the aforesaid 15 decimals of Land.

(ii) For fulfilling the said intention, said **Smt. Chanchala Bala Dasi**, wife of Late Manmohan Das, **sold, conveyed, transferred, assigned and assured** ALL THAT the piece and parcel of **2 Cottahs 8 Chittacks 34 sq. ft.** more or less of Land (out of the aforesaid 15 decimals of Land) together with Kutcha structures thereon, lying and situated in Mouza – Tetulberia, J.L. No. 44, in part of R.S. Dag No. 39, R.S. Khatian No. 54, L.R. Dag No. 44, L.R. Khatian No. 595, Municipal Holding No. 525, Sreenagar, then within Municipal Ward No. 22 of Rajpur-Sonarpur Municipality, P.S. – Sonarpur, District South 24-Parganas, West Bengal **unto and in favour of Shri Ashim Kumar Routh**, being the Owners/Vendors No. 10 herein, **by virtue of Saaf Bikroy Kobala (Sale Deed), dated, 7th day of December, 1998**, which was registered at the Office of the Additional District Sub-Registrar Sonarpur, South 24-Parganas, West Bengal and therein recorded in Book No. I, Volume No. 143, Pages from 250 to 256, being Deed No. 8768 for the year 1998.

(iii) After becoming the Owner of the aforesaid property in the manner stated above, said Shri Ashim Kumar Routh got his name recorded in the records of the Rajpur-Sonarpur Municipality in respect of the above property against Municipal Holding No. **788**, Sreenagar, within Municipal Ward No. 1 (previously within Ward No. 22) of Rajpur-Sonarpur Municipality.

- 3) (i) While remaining seized and possessed of or otherwise well and sufficiently entitled to the balance area/portion of the aforesaid 15 decimals of Land, said **Smt. Chanchala Bala Dasi**, wife of Late Manmohan Das, **gifted, conveyed, transferred, assigned and assured** ALL THAT the piece and parcel of **2 Cottahs 11 Chittacks 13 sq. ft.** more or less of Land (out of the aforesaid 15 decimals of Land) together with Pucca Structures of 1000 sq. ft. more or less standing thereon, lying and situated in Mouza – Tetulberia, J.L. No. 44, in part of R.S. Dag No. 39, R.S. Khatian No. 54, within Municipal Ward No. 1 (previously 22) of Rajpur-Sonarpur Municipality, P.S. – Sonarpur, District South 24-Parganas, West Bengal **unto and in favour of Shri Kiran Chandra Das**, son of Late Manmohan Das, by virtue of said **Dan Patra (Gift Deed), dated, 04th day of September, 2003**, which was registered at the Office of the D.S.R. – IV Alipore, South 24-Parganas, West Bengal and therein recorded in Book No. I, Volume No. 20, Pages from 962 to 978, being Deed No. 3288 for the year 2003.

Be it mentioned in this context that, in the recital portion of the aforesaid Deed No. 3288 for the year 2003, certain mistakes inadvertently crept in and said Smt. Chanchala Bala Dasi caused the said mistakes corrected by execution of **Deed of Declaration (Ghosona Patro), dated 10/01/2007** and the said Deed of Declaration (Ghosona Patro), dated 10/01/2007, was registered in the Office of the District Sub-

Registrar – IV, Alipore, South 24-Parganas and therein recorded in Book No. I, Volume No. 7, Pages from 609 to 614, being Deed No. 40 for the year 2007.

(ii) After becoming the Owner of the aforesaid property in the manner stated above, said Shri Kiran Chandra Das got his name recorded in the records of the Rajpur-Sonarapur Municipality in respect of the above property against Municipal Holding No. **1235**, Sreenagar, within Municipal Ward No. 1 (previously 22) of Rajpur-Sonarapur Municipality.

(iii) After becoming the Owner of the aforesaid property in the manner stated above, said Shri Kiran Chandra Das got his name mutated in the records of the concerned Office of the Block Land & Land Reforms Officer in respect of the above property against L.R. Khatian No. **2693** under L.R. Dag No. 44 in Mouza - Tetulberia, P.S. – Sonarpur, District – South 24 Parganas, West Bengal.

(iv) After getting gift of the aforesaid Land, the said Shri Kiran Chandra Das, peacefully possessed and enjoyed the aforesaid Land with structures therein and also paying rates, taxes and government revenue to the concerned Government Authorities and free from all encumbrances whatsoever.

- 4) (i) While remaining seized and possessed of or otherwise well and sufficiently entitled to the balance area/portion of the aforesaid 15 decimals of Land, said **Smt. Chanchala Bala Dasi**, wife of Late Manmohan Das, **gifted, conveyed, transferred, assigned and assured** ALL THAT the piece and parcel of **2 Cottahs 4 Chittacks 5 sq. ft.** more or less of Land (out of the aforesaid 15 decimals of Land) together with Tiles Shed structure standing thereon, lying and situated in Mouza – Tetulberia, J.L. No. 44, in part of R.S. Dag No. 39, R.S. Khatian No. 54, L.R. Dag No. 44, L.R. Khatian No. 595, Municipal Holding No. 525, Sreenagar, within Municipal Ward No. 1 (previously 22) of Rajpur-Sonarapur Municipality, P.S. – Sonarpur, District South 24-Parganas, West Bengal **unto and in favour of Shri Gopal Das and Shri Bapi Das**, respectively, being the Owners/ Vendors No. 1 & 2 herein, by virtue of **Dan Patra (Gift Deed), dated, 25th day of April, 2007**, which was registered at the Office of the Additional District Sub-Registrar Sonarpur, South 24-Parganas, West Bengal and therein recorded in Book No. I, CD Vol. No. 28, Pages from 1528 to 1548, being Deed No. 09863 for the year 2009.

(ii) After becoming the Owners of the aforesaid property in the manner stated above, said Shri Gopal Das and Shri Bapi Das got their names recorded in the records of the Rajpur-Sonarapur Municipality in respect of the above property against Municipal Holding No. **1432**, Sreenagar, within Municipal Ward No. 1 (previously 22) of Rajpur-Sonarapur Municipality.

- 5) (i) While remaining seized and possessed of or otherwise well and sufficiently entitled to the balance area/portion of the aforesaid 15 decimals of Land, said **Smt. Chanchala Bala Dasi**, wife of Late Manmohan Das, **gifted, conveyed, transferred, assigned and assured** ALL THAT the piece and parcel of **3 Chittacks 12 sq. ft.** more or less of Land (out of the aforesaid 15 decimals of Land) together with Tiles Shed structure (Tea Shop) standing thereon, lying and situated in Mouza – Tetulberia, J.L.

No. 44, in part of R.S. Dag No. 39, R.S. Khatian No. 54, L.R. Dag No. 44, L.R. Khatian No. 595, within Municipal Ward No. 1 (previously 22) of Rajpur-Sonarpur Municipality, P.S. – Sonarpur, District South 24-Parganas, West Bengal **unto and in favour of one Birendra Nath Das (since deceased)**, being the predecessor-in-interest of the Owners/Vendors No. 1 to 6 herein, by virtue of said **Dan Patra (Gift Deed), dated, 25th day of April, 2007**, which was registered at the Office of the Additional District Sub-Registrar Sonarpur, South 24-Parganas, West Bengal and therein recorded in Book No. I, CD Vol. No. 28, Pages from 1528 to 1548, being Deed No. 09863 for the year 2009.

(ii) After becoming the Owner of the aforesaid property in the manner stated above, said Birendra Nath Das (since deceased) got his name recorded in the records of the Rajpur-Sonarpur Municipality in respect of the above property against Municipal Holding No. **1433**, Sreenagar, within Municipal Ward No. 1 (previously 22) of Rajpur-Sonarpur Municipality.

- 6) (i) While remaining seized and possessed of or otherwise well and sufficiently entitled to the Landed Property, as stated in Clause No. 3 above, said **Shri Kiran Chandra Das**, son of Late Manmohan Das, **sold, conveyed, transferred, assigned and assured** ALL THAT the Shop measuring **233 sq. ft. (5 Chittacks 8 sq. ft.)** more or less, lying and situated in Mouza – Tetulberia, J.L. No. 44, in part of R.S. Dag No. 39, R.S. Khatian No. 54, L.R. Dag No. 44, L.R. Khatian No. 2693, Municipal Holding No. 1235, Sreenagar, within Municipal Ward No. 1 (previously 22) of Rajpur-Sonarpur Municipality, P.S. – Sonarpur, District – South 24 Parganas, West Bengal **unto and in favour of Smt. Sunita Paul and Shri Dulal Paul**, being the Owners/Vendors No. 8 & 9 herein respectively, by virtue of **Saaf Bikroy Kobala (Sale Deed), dated, 18th day of February, 2013**, which was registered at the Office of the Addl. District Sub-Registrar Sonarpur, South 24-Parganas, West Bengal and therein recorded in Book No. I, CD Vol. No. 5, Pages from 2604 to 2617, being Deed No. 01855 for the year 2013.

(ii) After becoming the Owners of the aforesaid property in the manner stated above, said Smt. Sunita Paul and Shri Dulal Paul got their names recorded in the records of the Rajpur-Sonarpur Municipality in respect of the above property against Municipal Holding No. **1449**, Sreenagar, within Municipal Ward No. 1 (previously 22) of Rajpur-Sonarpur Municipality.

- 7) (i) While remaining seized and possessed of or otherwise well and sufficiently entitled to the balance portion of the aforesaid Landed Property as stated in Clause No. 3 above, said **Shri Kiran Chandra Das**, son of Late Manmohan Das, **gifted, conveyed, transferred, assigned and assured** ALL THAT the piece and parcel of **2 Cottahs 6 Chittacks 5 sq. ft.** more or less of Land together with Pucca Structures of 1000 sq. ft. more or less standing thereon or on part thereof, lying and situated in Mouza – Tetulberia, J.L. No. 44, in part of R.S. Dag No. 39, R.S. Khatian No. 54, L.R. Dag No. 44, L.R. Khatian No. 2693, Municipal Holding No. 1235, Sreenagar, within Municipal Ward No. 1 (previously 22) of Rajpur-Sonarpur Municipality, P.S. – Sonarpur, District South 24-Parganas, West Bengal **unto and in favour of Shri Provat Das**, being the Owners/Vendors No. 7 herein, by virtue of **Dan Patra (Gift Deed)**,

dated, 25th day of November, 2013, which was registered at the Office of the Addittional District Sub-Registrar Sonarpur, South 24-Parganas, West Bengal and therein recorded in Book No. I, CD Vol. No. 27, Pages from 5647 to 5658, being Deed No. 12241 for the year 2013.

(ii) After becoming the Owner of the aforesaid property in the manner stated above, said Shri Provat Das got his name recorded in the records of the Rajpur-Sonarpur Municipality in respect of the above property against said Municipal Holding No. **1235**, Sreenagar, within Municipal Ward No. 1 (previously 22) of Rajpur-Sonarpur Municipality.

- 8) While remaining seized and possessed of or otherwise well and sufficiently entitled to the aforesaid Landed Properties free from all legal and financial encumbrances whatsoever, for better utilization of all the Lands as aforesaid, the said Shri Gopal Das & Shri Bapi Das, Birendra Nath Das (since deceased), Shri Provat Das, Smt. Sunita Paul & Shri Dulal Paul and Shri Ashim Kumar Routh, had executed one Deed of Exchange-cum-Amalgamation, dated 27th day of August, 2015 amongst themselves in regard to all the aforesaid Properties.

The aforesaid Deed of Exchange-cum-Amalgamation, dated 27th day of August, 2015, was registered in the Office of the Additional District Sub-Registrar Garia, South 24-Parganas and therein recorded in Book No. I, Volume No. 1629-2015, Pages from 23793 to 23824, being Deed No. 162902985 for the year 2015 [hereinafter referred to as the "**said Deed of Exchange-cum-Amalgamation**"].

- 9) In the said Deed of Exchange-cum-Amalgamation, dated 27-08-2015, certain major mistakes were inadvertently crept in, which are as follows:-

- (i) The **aggregate** of the above mentioned Land Areas of all the aforesaid Persons, namely; Shri Gopal Das & Shri Bapi Das, Birendra Nath Das (since deceased), Shri Provat Das, Smt. Sunita Paul & Shri Dulal Paul and Shri Ashim Kumar Routh, **is 7 Cottahs 11 Chittacks 19 Sq. ft.** more or less, **whereas** in the said Deed of Exchange-cum-Amalgamation, dated 27/08/2015, the **aggregate** of the above mentioned Land Areas of all the aforesaid Persons, was mistakenly mentioned as **6 Cottahs 11 Chittacks 19 Sq. ft.** more or less.
- (ii) Due to inadvertence and hurriedness, the said **Common Passage** Area, **measuring 14 Chittacks 2 Sq. ft.** more or less [as stated in Clause No. 2(i) above] jointly owned by all the above persons, namely; Shri Gopal Das & Shri Bapi Das, Birendra Nath Das (since deceased), Shri Provat Das, Smt. Sunita Paul & Shri Dulal Paul and Shri Ashim Kumar Routh, within their ownership **was not included** in the said Deed of Exchange-cum-Amalgamation dated 27/08/2015.
- (iii) Had the aforesaid Passage Area measuring 14 Chittacks 2 Sq. ft. more or less, been included in the said Deed of Exchange-cum-Amalgamation dated 27/08/2015 **and** had the aggregate of the above mentioned Land Areas of all the aforesaid Persons, been written as 7 Cottahs 11 Chittacks 19 Sq. ft. more or less in the said Deed of Exchange-cum-Amalgamation, dated 27/08/2015, in that case, the **summation** of the actual Land Area **would have been 8 Cottahs 9 Chittacks 21 Sq. ft.** but, due to inadvertence, the same did not happen.

- (iv) To rectify, the said mistakes, one Supplementary Deed of Exchange-cum-Amalgamation, dated 19th day of August, 2016 was executed, which was registered in the Office of the Additional District Sub-Registrar Garia and therein recorded in Book No. I, Volume No. 1629-2016, Pages from 60757 to 60772, being Deed No. 162902841 for the year 2016 [hereinafter referred to as the **“said Supplementary Deed of Exchange-cum-Amalgamation”**].
- 10) Thus, after execution and registration of the said Supplementary Deed of Exchange-cum-Amalgamation, dated 19/08/2016, the **TOTAL MEASUREMENT OF SAID AMALGAMATED PLOT OF LAND** became **08 (EIGHT) COTTAHS 09 (NINE) CHITTACKS 21 (TWENTY ONE) SQ. FT. (i.e. 6186 Sq.Ft.) [07 (Seven) Cottahs 11 (Eleven) Chittacks 19 (Nineteen) Sq. Ft. (i.e. 5554 Sq.Ft.) + 14 (Fourteen) Chittacks 02 (Two) Sq.Ft. (i.e. 632 Sq.Ft.)]** more or less, morefully described in the **Schedule** of the said Supplementary Deed of Exchange – cum – Amalgamation, dated 19/08/2016.
- 11) For better utilization of the aforesaid amalgamated Plot of Land, the aforesaid Persons, namely; Shri Gopal Das & Shri Bapi Das, Birendra Nath Das (since deceased), Shri Provat Das, Smt. Sunita Paul & Shri Dulal Paul and Shri Ashim Kumar Routh, entered into a Development Agreement, dated 19/08/2016, as the Owners thereof with the Party of the Second Part herein, being the Developer thereof.
- The aforesaid Development Agreement, dated 19/08/2016, was registered in the office of the A.D.S.R. – Garia and therein recorded in Book No. I, Volume No. 1629-2016, Pages from 60773 to 60811, being Deed No. 162902839 for the year 2016 [hereinafter referred to as the **“said Development Agreement”**].
- 12) In connection with the **“said Development Agreement”**, a registered Development Power of Attorney, dated 19.08.2016, was executed by the aforesaid Persons, namely; Shri Gopal Das & Shri Bapi Das, Birendra Nath Das (since deceased), Shri Provat Das, Smt. Sunita Paul & Shri Dulal Paul and Shri Ashim Kumar Routh, in favour of the Developer, being the Party of the Second Part herein, named, Sri Swapan Kumar Saha, being the Proprietor of **“Subarna Enterprise”**.
- The aforesaid Development Power of Attorney, dated 19.08.2016, was registered in the Office of the A.D.S.R. Garia, South 24 Parganas and therein recorded in Book No. I, Volume No. 1629-2016, Pages from 60903 to 60923, being Deed No. 162902848 for the year 2016 [hereinafter referred to as the **“said Development Power of Attorney”**].
- 13) In view of rectifying certain inadvertent mistakes until then lying in the **“said Deed of Exchange-Cum-Amalgamation”** and the **“said Supplementary Deed of Exchange-Cum-Amalgamation”**, a registered Deed of Declaration, dated 13th October, 2017 was executed by the aforesaid Persons, namely; Shri Gopal Das & Shri Bapi Das, Birendra Nath Das (since deceased), Shri Provat Das, Smt. Sunita Paul & Shri Dulal Paul and Shri Ashim Kumar Routh.
- The aforesaid Deed of Declaration, dated 13th October, 2017 was registered in the Office of the A.D.S.R. Garia and therein recorded in Book No. IV, Volume No.

1629-2017, Pages from 13728 to 13765, being Deed No. 162901023 for the year 2017 [hereinafter referred to as the “**said Deed of Declaration**”].

The “**said Deed of Exchange-Cum-Amalgamation**”, the “**said Supplementary Deed of Exchange-Cum-Amalgamation**”, the “**said Development Agreement**”, and the “**said Development Power of Attorney**” and the “**said Deed of Declaration**”, are hereinafter collectively referred to as the “**said Deeds**”.

- 14)** After execution and registration of the “**said Deeds**”, the said Birendra Nath Das, died intestate on 26.10.2017, leaving behind him the following legal heirs and successors;
- a. SHRI GOPAL DAS (son), being the First Party of the FIRST PART – OWNERS/VENDORS **herein**.
 - b. SHRI BAPI DAS (son), being the Second Party of the FIRST PART - OWNERS/VENDORS **herein**.
 - c. SMT. ARATI DAS (wife), being the Third Party of the FIRST PART - OWNERS/VENDORS **herein**.
 - d. SMT. SHRABANI DAS (daughter), being the Fourth Party of the FIRST PART - OWNERS/VENDORS **herein**.
 - e. SMT. SOMA MONDAL (daughter), being the Fifth Party of the FIRST PART - OWNERS/VENDORS **herein**.
 - f. SMT. MOLY MANDAL DAS alias MOLY MANDAL (daughter), being the Sixth Party of the FIRST PART - OWNERS/VENDORS **herein**.
- 15)** After demise of said Birendra Nath Das, all rights and liabilities of said Birendra Nath Das (since deceased) in connection with the “**said Deeds**” & share/ rights/ interests of Birendra Nath Das (since deceased) in the aforesaid amalgamated Plot of Land, have devolved upon Late Birendra Nath Das’s wife, sons and daughters, as stated above, as per Hindu Laws of Succession.
- 16)** In terms of the recital stated hereinabove, the “OWNERS/ VENDORS” of the FIRST PART herein are absolutely seized and possessed of or otherwise well and sufficiently entitled to **ALL THAT** piece and parcel of Bastu **Land** measuring **8 (Eight) Cottahs 9 (Nine) Chhitacks 21 (Twenty One) Sq. ft.** more or less, lying and situated in Mouza – Tetulberia, J.L. No. 44, comprised in part of R.S. Dag No. 39, L.R. Dag No. 44 under R.S. Khatian No. 54, L.R. Khatian Nos. 595, 2693, Police Station – Sonarpur, Municipal Holding No. 525 (**old**) thereafter, Municipal Holding Nos. 788, 1235, 1432, 1433 & 1449 and thereafter, upon amalgamation, **Municipal Holding No. 1432 (at present)**, (Mailing Address 60 & 60/1), Sreenagar, Kolkata - 700094 within the limits of Ward No. 1 of Rajpur-Sonarpur Municipality, Additional District Sub-Registration Office Garia (formerly Sonarpur), District – South 24-Parganas, West Bengal, hereinafter for the sake of brevity referred to as the “**said Premises**”, which is morefully and particularly described in the **FIRST SCHEDULE** hereunder written, as **JOINT OWNERS** thereof.
- 17)** Thus, alongwith the “OWNERS/VENDORS” No. 7 to 10 herein, the “OWNERS/VENDORS” No. 1 to 6 herein, are at present the Joint and Proportionate

Owners of the **“said Premises”**, having joint and proportionate rights and liabilities in connection with the said Development Agreement, dated 19/08/2016.

- 18) In the changed circumstances, after the demise of said Birendra Nath Das, the names of the Legal Heirs of deceased Birendra Nath Das, were required to be brought into record in connection with the **“said Development Agreement”** for the purpose of proposed Development of the **“said Premises”**, being **ALL THAT** piece and parcel of Bastu **Land** measuring **8 (Eight) Cottahs 9 (Nine) Chhitacks 21 (Twenty One) Sq. ft.** more or less, lying and situated in Mouza – Tetulberia, J.L. No. 44, comprised in part of R.S. Dag No. 39, L.R. Dag No. 44 under R.S. Khatian No. 54, L.R. Khatian Nos. 595, 2693, Police Station – Sonarpur, Municipal Holding No. 525 **(old)** thereafter, Municipal Holding Nos. 788, 1235, 1432, 1433 & 1449 and thereafter, upon amalgamation, **Municipal Holding No. 1432 (at present)**, (Mailing Address 60 & 60/1), Sreenagar, Kolkata - 700094 within the limits of Ward No. 1 of Rajpur-Sonarpur Municipality, Additional District Sub-Registration Office Garia (formerly Sonarpur), District – South 24-Parganas, West Bengal, morefully described in the **FIRST SCHEDULE** hereunder written.
- 19) On the premises stated herein above, the OWNERS/VENDORS of the FIRST PART herein and the Developer/Confirming Party of the SECOND PART herein, entered into and execute a Supplementary Development Agreement, dated 22/01/2020 in Connection with the said Registered Development Agreement, dated 19/08/2016, after demise of said Birendra Nath Das.
- 20) The aforesaid Supplementary Development Agreement, dated 22/01/2020, was registered in the office of the A.D.S.R. – Garia and therein recorded in Book No. I, Volume No. 1629-2020, Pages from 16999 to 17046, being Deed No. 162900312 for the year 2020 [hereinafter referred to as the **“said Supplementary Development Agreement”**].
- 21) After demise of said Birendra Nath Das, said Development Power of Attorney, dated 19/08/2016 has become invalid and infructuous.
- 22) Under the premises it was expedient and necessary to execute and register a Supplementary Development Power of Attorney in connection with the said Development Agreement & said Supplementary Development Agreement, after demise of said Birendra Nath Das.
- 23) The aforesaid Supplementary Development Power of Attorney, dated, 22/01/2020, was registered in the Office of the A.D.S.R. – Garia and therein recorded in Book No. IV, Volume No. 1629-2020, Pages from 1458 to 1516, being Deed No. 162900057 for the year 2020 [hereinafter referred to as the **“said Supplementary Development Power of Attorney”**].
- 24) To rectify certain inadvertent mistakes still appearing in the said **Deed of Exchange-Cum- Amalgamation, dated 27/08/2015** and said **Development Agreement, dated 19/08/2016**, the Owners of the First Part herein executed a **Deed of Declaration, dated 04/02/2020**, which was registered in the Office of the A.D.S.R. – Garia and

therein recorded in Book No. IV, Volume No. 1629-2020, Pages from 1749 to 1793, being Deed No. 162900088 for the year 2020.

- 25) Thus, in terms of the said Development Agreement, dated 19/08/2016 & said Supplementary Development Agreement, dated 22/01/2020 & said Supplementary Development Power of Attorney, 22/01/2020, the Developer/Confirming Party herein, was engaged/ entrusted/ appointed with the work of construction of the proposed Multi-storied Buildings on the "**said Premises**", morefully described in the **FIRST SCHEDULE** hereunder written.
- 26) In pursuance of the said Development Agreement, dated 19/08/2016 & the said Supplementary Development Agreement, dated 22/01/2020 & said Supplementary Development Power of Attorney, dated 22/01/2020, after demolishing the existing structure, the Developer/ Confirming Party of the Second Part herein, had started construction of the said Multi-storied Buildings, named; "**MRITSIKHA**", comprising of 2 Blocks, viz. Block – A (G+4 Storied Building) & Block – B (G+3 Storied Building) on the "**said Premises**" i.e. **ALL THAT** piece and parcel of Bastu **Land** measuring **8 (Eight) Cottahs 9 (Nine) Chhitacks 21 (Twenty One) Sq. ft.** more or less, lying and situated in Mouza – Tetulberia, J.L. No. 44, comprised in part of R.S. Dag No. 39, L.R. Dag No. 44 under R.S. Khatian No. 54, L.R. Khatian Nos. 595, 2693, Police Station – Sonarpur, Municipal Holding No. 525 (**old**) thereafter, Municipal Holding Nos. 788, 1235, 1432, 1433 & 1449 and thereafter, upon amalgamation, **Municipal Holding No. 1432 (at present)**, (Mailing Address 60 & 60/1), Sreenagar, Kolkata - 700094 within the limits of Ward No. 1 of Rajpur-Sonarpur Municipality, Additional District Sub-Registration Office Garia (formerly Sonarpur), District – South 24-Parganas, West Bengal (morefully described in the **FIRST SCHEDULE** hereunder written), according to the **Building Plan No. 39/CB/01/82, dated 29/05/2019** sanctioned and approved by the Rajpur-Sonarpur Municipality and agreed specifications, which contains several Constructed Spaces and/or Flats and/or Car Parking Spaces and/or Commercial Spaces and construction of the said Multi-storied Buildings including all Flats and/or Car Parking Spaces and/or Commercial Spaces has been completed according to the Building Plan and agreed specification.
- 27) It has further been agreed by and between the Owners/Vendors and the Developer/Confirming Party hereto that, in consideration of the said development work, the Builder, being the Developer hereto shall be at liberty to negotiate and to enter into Agreements with the intending Purchaser(s) for sale of Flats / Units / Car Parking Spaces/ Commercial Spaces in the said Multi-storied Buildings, which shall fall within the Developer's Allocation together with the right of receiving and appropriating the consideration money relating thereto and Owners shall sale their allocation directly to the intending Purchaser or Purchasers wherein the Builder/Developer shall be the Confirming Party to that effect.
- 28) Flats/units were offered in the Complex to the intending purchasers by the Promoters and pursuant to such offer the Purchaser applied for allotment of a flat in the Complex vide Application dated _____ and thereafter by and between

the Promoter and the Purchaser an agreement for sale dated _____ was executed and registered at the office of _____, in Book no. ____, Volume no. ____, Pages ____ to ____, being no. ____ of 20__ (the "**AGREEMENT FOR SALE**") for sale and/or transfer **ALL THAT** one self contained Flat, being **Flat No.** _____, **measuring Super Built-up Area of** _____ **sq. ft.** more or less, located on the _____ **Side** at the _____ Floor of "_____" **Block & 1 (One) Covered Car Parking Space**, being **Car Parking Space No.** _____ at the _____ **Side** of the Ground Floor of "_____" **Block** (hereinafter for the sake of brevity referred to and called as the "**said Flat & Car Parking Space**", which is/are morefully and particularly described in the **SECOND SCHEDULE** herein below) of the said Multi-storied Buildings, named; "**MRITSIKHA**", hereinafter for the sake of brevity referred to and called as the "**said Buildings**", lying and situated in the "**said Premises**", morefully and particularly described in the **FIRST SCHEDULE** herein below **TOGETHERWITH** rights of enjoyment of common facilities and amenities attached thereto **ALONG WITH** the liability of payment of common expenses and maintenance charges thereof and observing the common restrictions as enumerated hereinbelow **TOGETHERWITH** all easements rights attached thereto and also the undivided proportionate impartible share in the land at the said premises attributable to the "**said Flat & Car Parking Space**" at the said premises, the said "**Flat**" at the consideration of **Rs.** _____ **/- (Rupees** _____ **)** only and the said "**Car Parking Space**" at the consideration of **Rs.** _____ **/- (Rupees** _____ **)** only, **totaling to a consideration of Rs.** _____ **/- (Rupees** _____ **)** only free from all encumbrances.

- 29) Pending the conveyance of the "**said Flat & Car Parking Space**" by the Promoter in favour of the Purchaser and as required upon the coming into force of the West Bengal Housing Industry Regulation Act, 2017 (the "**SAID ACT**") and the West Bengal Housing Industry Regulation Rule, 2018, (the "**SAID RULES**") the Promoter has registered the Complex under the provisions of the Said Act and/or the Said Rules under Registration No. **HIRA/**_____

AND WHEREAS pursuant to the terms of the said Agreement for Sale dated _____, the Purchaser/ Purchasers herein has/ have paid **Rs.** _____ **/- (Rupees** _____ **)** only for the "**said Flat**" as the consideration of sale & **Rs.** _____ **/- (Rupees** _____ **)** only for the "**Car Parking Space**" as consideration of sale **totaling to a consideration** of sale of **Rs.** _____ **/- (Rupees** _____ **)** only to the Developer/Confirming Party herein and at the request of the Purchaser/Purchasers herein, the Developer/Confirming Party and the Owners/Vendors herein are executing this Deed of Conveyance/Sale in favour of the Purchaser/Purchasers herein, for conveying, selling and transferring the "**said Flat & Car Parking Space**", which is morefully and particularly described in the **SECOND SCHEDULE** hereunder written.

NOW THIS DEED OF CONVEYANCE / SALE WITNESSETH that in pursuance of the said agreement and in consideration of the said sum of Rs. -----/- (Rupees -----) only for the "**said Flat**" as the consideration of sale & Rs. -----/- (Rupees -----) only for the "**Car Parking Space**" as consideration of sale, **totaling to a consideration of sale of Rs. -----/- (Rupees -----)** only well and truly paid by the Purchaser/Purchasers to the Developer/Confirming Party herein (the payment and receipt thereof the Developer/Confirming Party hereby admits and acknowledges) and of and from the same, the Developer/Confirming Party doth hereby acquit, release and discharge to the Purchaser/Purchasers the "**said Flat & Car Parking Space**", i.e. **ALL THAT** one self contained Finished Residential Flat, being **Flat No. -----**, **measuring Super Built-up Area of ----- sq. ft.** more or less, located on the ----- **Side** at the ----- Floor of "-----" **Block & 1 (One) Finished Covered Car Parking Space**, being **Car Parking Space No. -----**, located at the ----- **Side** of the Ground Floor of "-----" **Block** (which are morefully and particularly described in the **SECOND SCHEDULE** hereunder written) of the said Multi-storied Buildings, named; "**MRITSIKHA**", lying and situated in the "**said Premises**" i.e. **ALL THAT** piece and parcel of Bastu **Land** measuring **8 (Eight) Cottahs 9 (Nine) Chhitacks 21 (Twenty One) Sq. ft.** more or less, wherein or on part whereof construction of the Multi-storied Buildings [Comprising of Block – A (G+4 Storied) & Block – B (G+3 Storied)], named; "**MRITSIKHA**" has been completed, lying and situated in Mouza – Tetulberia, J.L. No. 44, comprised in part of R.S. Dag No. 39, L.R. Dag No. 44 under R.S. Khatian No. 54, L.R. Khatian Nos. 595, 2693, Police Station – Sonarpur, Municipal Holding No. 525 (**old**) thereafter, Municipal Holding Nos. 788, 1235, 1432, 1433 & 1449 and thereafter, upon amalgamation, **Municipal Holding No. 1432 (at present)**, (Mailing Address 60 & 60/1), Sreenagar, Kolkata – 700094 within the limits of Ward No. 1 (previously 22) of Rajpur-Sonarpur Municipality, Additional District Sub-Registration Office Garia (formerly Sonarpur), District – South 24-Parganas, West Bengal **ALONGWITH** the undivided share or interests in the land of the said premises hereby conveyed, the Vendors as well as the Developer both hereby grant, sell, convey, transfer, assure, assign and confirm unto and to the use and benefit of the Purchaser/Purchasers free from all encumbrances, charges and dues whatsoever **ALL AND SINGULAR ALL THAT** the undivided proportionate impartible share or interests in the land of the said premises fully described in the **FIRST SCHEDULE** hereunder written (hereinafter referred to as the "Land") in proportion to the "**said Flat & Car Parking Space**" and the Vendors as well as the Developer/Confirming Party also hereby grant, sell, transfer, convey, assign and assure unto and to the use of the Purchaser/Purchasers free from all encumbrances, charges and dues whatsoever **ALL AND SINGULAR ALL THAT** one self contained Finished Residential Flat, being **Flat No. -----**, **measuring Super Built-up Area of ----- sq. ft.** more or less, located on the ----- **Side** at the ----- Floor of "-----" **Block & 1 (One) Finished Covered Car Parking Space**, being **Car Parking Space No. -----**, located at the ----- **Side** of the Ground Floor of "-----" **Block** of the said Multi-storied Buildings, named; "**MRITSIKHA**", which is morefully and particularly described in the **SECOND SCHEDULE** hereunder written, lying and situated in the "**said Premises**" i.e. **ALL THAT** piece and parcel of Bastu **Land** measuring **8 (Eight) Cottahs 9 (Nine) Chhitacks 21 (Twenty One) Sq. ft.** more or less, wherein or on part whereof construction of the Multi-storied Buildings

[Comprising of Block – A (G+4 Storied) & Block – B (G+3 Storied)], named; **“MRITSIKHA”** has been completed, lying and situated in Mouza – Tetulberia, J.L. No. 44, comprised in part of R.S. Dag No. 39, L.R. Dag No. 44 under R.S. Khatian No. 54, L.R. Khatian Nos. 595, 2693, Police Station – Sonarpur, Municipal Holding No. 525 **(old)** thereafter, Municipal Holding Nos. 788, 1235, 1432, 1433 & 1449 and thereafter, upon amalgamation, **Municipal Holding No. 1432 (at present)**, (Mailing Address 60 & 60/1), Sreenagar, Kolkata – 700094 within the limits of Ward No. 1 (previously 22) of Rajpur-Sonarpur Municipality, Additional District Sub-Registration Office Garia (formerly Sonarpur), District – South 24-Parganas, West Bengal, which is morefully and particularly described in the **FIRST SCHEDULE** hereunder written **OR HOWSOEVER OTHERWISE** the **“said Flat & Car Parking Space”** are or is hereto before were or was situated, butted, bounded called known numbered described or distinguished **TOGETHERWITH** all benefits and advantages of ancient and other lights, ways, paths, common or other passages, drains, water courses and all manner of former and other rights liberties easements privileges profits appendages and appurtenances whatsoever to the said Flat & Car Parking Space belonging to or in anywise appertaining or with the same or any of them or any part thereof now or at any time heretofore held and used occupied or enjoyed with their and every of their appurtenances **AND** the right of use in common with the other occupiers of their flats/ units/ car parking spaces etc. in the said buildings, morefully and particularly described in the **THIRD SCHEDULE** hereunder written **AND TOGETHERWITH** responsibility and liability to pay the common expenses and observing the restriction as described in the **FOURTH SCHEDULE** hereunder written **AND** the reversion or reversions or remainder or remainders, rents issues and profit of and in the said piece or parcel of land hereditaments and premises and every part and parcel thereof **AND** all the estate, right, title, interest, inheritance, reversion use trust possession property claim and demand whatsoever both at law and in equity of the Vendors as well as the Developer upon the **“said Flat & Car Parking Space”** and every part thereof **TO HAVE AND TO HOLD** the **“said Flat & Car Parking Space”** fully described in the **SECOND SCHEDULE** hereunder, hereby granted, transferred, sold, conveyed and confirmed or expressed or intended so to be unto and to the use of the Purchaser/Purchasers absolutely and forever free from all encumbrances, charges and dues subject only to the assessments, rates and taxes payable in respect of the same and subject to the covenants, stipulations herein contained and the Vendors as well as the Developer do hereby confirm and covenant with the Purchaser/Purchasers that **NOTWITHSTANDING** any act deed or thing by the Vendors as well as the Developer made, done or executed or knowingly suffered to the contrary, the Vendors as well as the Developer have good right full power and absolute authority to grant, transfer, sale, release and confirm the **“said Flat & Car Parking Space”** hereby granted, sold, transferred, conveyed, released and confirmed or expressed or intended so to be unto and the use of the Purchaser/Purchasers in the manner aforesaid **AND THAT** the Purchaser/Purchasers shall and may at all times hereafter peaceably and quietly possess and enjoy the **“said Flat & Car Parking Space”** and each and every part thereof and receive the rents and profits thereof without any lawful eviction, interruption, claims or demands from or by the Vendors/ Developer or any person or persons lawfully or equitably claiming from under or in trust for them **AND** that free from all encumbrances whatsoever made or suffered by the Vendors or any person or persons lawfully or equitably

claiming under them **AND FURTHER** that the Vendors as well as the Developer and all persons having or lawfully or equitably claiming any estate or inheritance in the **"said Flat & Car Parking Space"** or any part thereof from or under or in trust for them, the Vendors as well as the Developer shall and will from time to time and all times hereafter at the requests and costs of the Purchaser/Purchasers do and execute or cause to be done and executed all such further and other acts, deeds and things for further and more perfectly assuring the **"said Flat & Car Parking Space"** and every part thereof unto and to the use of the Purchaser/Purchasers, each of their heirs, administrators, legal representatives and assigns in the manner aforesaid as shall or may be reasonably required **AND** it is agreed between the parties that the Purchaser/Purchasers shall not be entitled to claim for partition of the said undivided share of the land attributable of the **"said Flat & Car Parking Space"** **AND** it is hereby further agreed and declared and the Vendor/Developer do hereby covenant with the Purchaser/Purchasers that they shall and will unless prevented by fire or some other inevitable accident from time to time and at all times hereafter upon every reasonable request and at the costs of the Purchaser/Purchasers produce or cause to be produced through their Agent, Attorney the original title deed or documents for the purpose of showing title to the said premises or any part thereof **AND ALSO** at the like requests and costs of the Purchaser/Purchasers deliver or cause to be delivered unto the Purchaser/Purchasers such attested or other copies or abstracts or extracts from the said deeds or documents as may be required And shall and will in the meantime unless prevented as aforesaid keep the said deeds safe, unobliterated and uncancelled as far as possible.

The Purchaser/Purchasers has/have and shall have full right and authority to sell transfer, convey, mortgage, charge or in any way encumber or deal with or depose of the **"said Flat & Car Parking Space"** and/or their possession in the **"said Flat & Car Parking Space"** or assign, let out or part with their interests, possessions, benefit of this Deed or any part thereof, as full payment of consideration of sale has been made.

The physical possession of the below **SECOND SCHEDULE** mentioned **Flat and Car Parking Space** has been handed over to the Purchaser/Purchasers by the Developer herein and the Purchaser/ Purchasers has/have duly accepted delivery of possession of the **"said Flat and Car Parking Space"**.

The title and possession is being transferred in favour of Purchaser/Purchasers by the instant deed just after registration of this Deed of Conveyance/Sale Deed. The Purchaser/Purchasers shall be the absolute owner of the below **SECOND SCHEDULE** mentioned **Flat and Car Parking Space** with transferrable right. The Vendors and Developer are liable of any dues and charges stipulated on the said property before the date of registration of this Deed of Conveyance/ Sale Deed.

The Vendors and the Developer and the Purchaser/Purchasers hereby agree and covenant as follows :-

1. The Purchaser/Purchasers shall not under any circumstances, make construction or alterations on the Verandah/Balconies/ Elevation and shall also not be allowed to

interfere with and alter the exterior decorations and external colour scheme of the said buildings/premises.

2. So long as each **Flat and/or Car Parking Space** is not assessed separately or Flat Owners' Association is not formed, the Purchaser/Purchasers will bear the proportionate **Taxes** on actual from the date of execution of this deed or delivery of possession, whichever is earlier.
3. The Purchaser/Purchasers shall pay proportionate share of common maintenance charges in respect of the "**said Flat & Car Parking Space**" on and from the date of taking physical possession of the "**said Flat & Car Parking Space**" or on and from the date of registration of Sale Deed in respect of the "**said Flat & Car Parking Space**", whichever is earlier.
4. Subject to obtainment of bonafide approval of the concerned competent authorities (i.e. Rajpur-Sonarpur Municipal Authorities), for the purpose of Residential use, the Developer shall have full right to use or make further construction on top of the open roof of the said buildings, named; "**MRITSIKHA**" for residential use i.e. the Developer shall have right of construction of additional floors for residential purpose without any objection from the Purchaser/Purchasers, which the Vendors herein concede. The Developer shall also have full right to sell open spaces in the said premises, as open garages or open car parking spaces and in such cases the Purchaser/Purchasers and/or other Flat Owners of the several units in the said building shall not raise any objection or claims whatsoever regarding such construction/commercial exploitation.
5. That, the Purchaser/Purchasers shall follow the Laws and bye Laws of the West Bengal Apartment Ownership Act, or any other Laws for the time being in force, applicable in this regard and shall have to be a member of the Association/ Society/ Organization to be formed by the new Flat/Unit Owners in respect of the said premises for proper administration and management of the said buildings, named; "**MRITSIKHA**" and/or Premises with regard to the common portions and common expenses thereto.
6. The aforesaid maintenance charges of the "**said Flat & Car Parking Space**" shall be paid by the Purchaser/Purchasers in the hand of the Developer till the formation of new **ASSOCIATION** consisting of the Owners of different units of the said Buildings.
7. As **Completion Certificate Has Not Yet Been Received For The Premises**, the Developer shall remain bound to provide copy of the Completion Certificate (C.C) to the Purchaser/Purchasers upon obtainment of the same from Rajpur-Sonarpur Municipality.
8. To see very carefully, honestly and sincerely that no acts, deeds or conduct of the Purchaser/Purchasers and/or their guests, relations, friends and visitors disturb and/or causes annoyance to the other Purchasers/Occupiers of the different units of the said buildings in any way or manner.
9. The Purchaser/Purchasers shall be liable for payment of proportionate share of '**maintenance charges**' of the "**said Flat & Car Parking Space**" & '**Municipal Taxes**'

mentioned herein positively, without making any delay, demur and default from the date of execution of this deed or delivery of possession, whichever is earlier.

10. The Purchaser/Purchasers shall be liable for payment of proportionate share of Municipal taxes, charges, levies in respect of enjoyment of his/her/their **Flat and Car Parking Space** and proportionate enjoyment of the said Buildings and premises and for further enjoyment of civic rights thereto since the date of taking possession of his/her/their **Flat and Car Parking Space/Unit** or registration of Deed of Conveyance/Sale in respect of his/her/their **Flat/Unit**, whichever is earlier, till the same is separately mutated and assessed by the concerned Municipal authority or any other authority(s), as the case may be, in the name of the Purchaser/Purchasers and such proportionate rate shall be paid to the Developer directly, without any demur, default and deduction whatsoever, immediately the same becomes due and payable, till completion of separate mutation in the office of the Municipal Authority.
11. The Purchaser/Purchasers or any of their transferees shall permit the Owners/Developer or the Management Society/ Association and its servants and agents with or without workmen or others at all reasonable times to enter into and upon his/her/their **Flat and Car Parking Space** and every part thereof for the purpose of maintaining or repairing any part of the buildings and/or cleaning, lighting and keeping in order and good condition any common facilities and/or for the purpose of maintaining, repairing and testing, drains, gas and water pipes, electric wires and for any similar purpose.
12. The Purchaser/Purchasers shall be entitled to use in common with other Purchasers/Owners of different **Flats/Units** in the buildings the common passage, common area in the ground floor and other parts/portions of the buildings at the said Premises as described in the **THIRD SCHEDULE** hereunder.
13. The Purchaser/Purchasers shall be entitled to sell, transfer, assign, dispose of let out or part with possession of the said **Flat and Car Parking Space** without any objection whatsoever of the Vendors and/or the co-owners of the other flats/units and the Purchaser/Purchasers shall use the said **Flat and Car Parking Space** for residential purpose only.
14. Subject to the provisions contained in this Deed and subject to the provisions of Law for the time being in force, the Purchaser/ Purchasers shall be entitled to exclusive ownership, possession and enjoyment of the said **Flat and Car Parking Space** togetherwith all the benefits, rights and facilities and amenities as herein provided and the said **Flat and Car Parking Space** hereby conveyed to the Purchaser/Purchasers shall be heritable and transferable as other immovable properties save and subject to the extent elsewhere herein contained.
15. The Purchaser/Purchasers shall apply for and have the said **Flat and Car Parking Space** separately assessed for the purpose of assessment of Municipal property taxes and shall also apply for and obtain mutation in his/her/their name(s) as Owner(s) of the said **Flat and Car Parking Space** in the said records.
16. The Purchaser/Purchasers shall have the right with or without workmen and necessary material of the Purchaser/Purchasers to enter from time to time upon the

other flats/portions of the buildings for the purpose of repairing so far as may be necessary with such pipes, drains, wires and conduits and for the purposes of repairing or cleaning any part or portion of the said **Flat and Car Parking Space** in the said buildings in so far as such repairing or cleaning as aforesaid, which cannot be reasonably carried out without such entry.

17. The Purchaser/Purchasers shall have the right of paths and passages in all the common portions for the electricity, water in the buildings through pipes, drains, wires and conduits line or being in under through or over the said buildings and the said land/premises as far as they may be reasonably necessary for the beneficial occupation of the areas of the co-owners for all purposes whatsoever.
18. The Purchaser/Purchasers shall have the right to access in common with co-owners of the buildings at all times and for all normal **domestic** purposes connected with the use and enjoyment of the said **Flat and Car Parking Space** at the said Premises.
19. The Purchaser/Purchasers shall not carry on or permit to be carried on or use the "**said Flat and Car Parking Space**" / buildings/ premises or any part thereof for any obnoxious, offensive, illegal or immoral activity and shall not store any obnoxious/offensive items therein and shall not cause any nuisance or annoyance to the Co-Purchasers/Owners and/or occupants of the other portions of the buildings and/or to the occupants of the buildings in the neighbourhood.
20. The Purchaser/Purchasers shall pay and discharge regularly and punctually all taxes, impositions, common expenses and all other out goings in connection with the "**said Flat and Car Parking Space**" wholly and in particular common portions proportionately.
21. The Purchaser/Purchasers shall remain liable and duty bound to pay Service Tax and/or GST and/or similar other tax to the Developer herein in relation to the "**said Flat & Car Parking Space**" according to applicable rates as per Laws, Rules and Regulations.

THE FIRST SCHEDULE ABOVE REFERRED TO
("said Premises")
(THE LAND & BUILDING)

ALL THAT piece and parcel of Bastu **Land** measuring **8 (Eight) Cottahs 9 (Nine) Chhitacks 21 (Twenty One) Sq. ft.** more or less ALONGWITH Multi-storied Buildings [Comprising of Block – A (G+4 Storied) & Block – B (G+3 Storied)] thereon standing in the Building Complex, named; "**MRITSIKHA**", lying and situated in Mouza – Tetulberia, J.L. No. 44, comprised in part of R.S. Dag No. 39, L.R. Dag No. 44 under R.S. Khatian No. 54, L.R. Khatian Nos. 595, 2693, Police Station – Sonarpur, Municipal Holding No. 525 (**old**) thereafter, Municipal Holding Nos. 788, 1235, 1432, 1433 & 1449 and thereafter, upon amalgamation, **Municipal Holding No. 1432 (at present)**, (Mailing Address 60 & 60/1), Sreenagar, Kolkata – 700094 within the limits of Ward No. 1 (previously 22) of Rajpur-Sonarpur Municipality, Additional District Sub-Registration Office Garia (formerly Sonarpur), District – South 24-Parganas, West Bengal, which is butted and bounded as follows:-

ON THE NORTH : By Land under R.S. Dag No. 40;
ON THE SOUTH : By Land under R.S. Dag No. 38;
ON THE EAST : By 32' wide Municipal Road.
ON THE WEST : By 10' wide Municipal Road.

NEAREST ROAD/ ROADZONE _____.

THE SECOND SCHEDULE ABOVE REFERRED TO
("said Property")
(THE "said Flat & Car Parking Space")

ALL THAT one self contained Residential Finished Flat, being **Flat No. -----**, measuring **Super Built-up Area of ----- sq. ft.** more or less with ----- **Flooring**, consisting of ____ bed-rooms, ____ living, ____ dining, ____ Kitchen, ____ Toilets, ____ balconies, located on the ____ **Side** at the ____ **Floor** of **Block "___" & 1 (One) Finished Covered Car Parking Space**, being **Car Parking Space No. _____**, measuring about ----- **sq. ft.** more or less of **Covered Area** with **Cemented** Flooring, located at the ____ **Side** of the Ground Floor of **Block "___"** of the said Multi-storied Building Complex, named; **"MRITSIKHA"** constructed of the above **FIRST SCHEDULE** mentioned Land TOGETHERWITH rights of enjoyment of common facilities and amenities attached thereto including **Lift** facility ALONGWITH the liability of payment of common expenses and maintenance charges thereof and observing the common restrictions as enumerated hereinbelow ALSO TOGETHERWITH all easements rights attached thereto and undivided proportionate rights over the Land.

The said **"Flat"** & said **"Car Parking Space"** area are shown and/or delineated in **RED** Border Lines in the Sketch Maps/ Plans attached hereto, which shall be treated as indivisible Parts of this Deed of Conveyance/ Sale Deed.

The **"said Flat"** area is butted and bounded as follows:-

ON THE NORTH : _____;
ON THE SOUTH : _____;
ON THE EAST : _____;
ON THE WEST : _____;

The **"said Car Parking Space"** area is butted and bounded as follows:-

ON THE NORTH : _____;
ON THE SOUTH : _____;
ON THE EAST : _____;
ON THE WEST : _____;

THE THIRD SCHEDULE ABOVE REFERRED TO
(THE COMMON PORTIONS)

The common areas and facilities to be enjoyed by the Purchaser/ Purchasers along with other flat/unit owners shall include:

1. The foundations, columns, girders, beams, supporting main walls, corridors, ultimate roof of the buildings for maintenance of water reservoir and installation of T.V. Antena etc., stairs, staircase and landings, entrance and exit through the main gate of the buildings.
2. Drainage and water sewerage lines, drains & sewers from the buildings to the Municipal Conduits, evacuation pipes from the flats to drains and sewers common to the buildings and other installations for the same, septic tank, soak pit, tube well and water supply, water motor and water pump set, water motor and pump set room, water reservoir (semi-underground), over head water tank and distribution pipes to different flats and from reservoir to the tank together with all common plumbing installations of or carriage of water along with such other common passages and parts, areas, equipments installations, fittings, fixtures, electric wiring for common portions and spaces in or about, the land and the buildings, general lighting of the Common portions, electrical wiring (concealed/open) from ground floor to the flats/units respectively and switches of electric points, boundary walls, gate to such wall in the building complex, open spaces, paths in or around the buildings as are necessary for passage to and/or user of the units in common by the Co-owners.
4. Lift and common Toilet in Block – B.
3. Such other common parts/ portions/ facilities whatsoever required or necessary for the establishment, location, convenient use & enjoyment, provisions, maintenance and/or management of the buildings and/or flats/ spaces and/or common facilities or any of them as the case may be.

THE FOURTH SCHEDULE ABOVE REFERRED TO
(COMMON EXPENSES & RESTRICTIONS)

1. The Purchaser/Purchasers shall along with the owners and occupiers of other flats/units, form an Association for the purpose of entire administration and management of the said buildings and shall bear and pay proportionately for the following:-
 - i. The expenses of maintaining, repairing, re-decorating of the main structure of the buildings and in particular the gutter, rain water pipes and electric wires under or upon the buildings and to be enjoyed or used in common with the occupiers, Purchasers of other flats/units and the main entrance, passages, landings and stair

case of the building as to be enjoyed in common with the occupiers/Purchasers of the other flats and/or spaces and/or units in the said building.

- ii. The costs of repairing, maintaining, cleaning and lighting the passages, landings, stair cases, lift and common toilet etc. and other common parts of the buildings.
 - iii. The salaries of Jamadars, Care-takers, Darwans, Officers, Clerks, Collectors, Chowkidars, Sweepers, Electricians, Plumbers and other employees.
 - iv. The costs of working and maintenance of water pump, common lights and services.
 - v. Insurance of the buildings, if any, against earth-quake, fire, mob violence, riot and other natural calamities.
 - vi. All expenses relating to common services with common areas and facilities.
 - vii. Such other expenses as are necessary or incidental to the maintenance and proper preservation of the premises/buildings named; **"MRITSIKHA"**.
2. The Purchaser/Purchasers shall not:
- i) decorate or cause to be decorated the exterior of his/her/their flat/unit in any manner of fixture, of any design other than the approved design by the majority of the owners of other flats/ units or disturb the colour matching or any other decoration.
 - ii) make in his/her/their flat/unit any structural/additions alteration and/or modification of permanent nature.
 - iii) throw dirt, rubbish, rags, night soil or other refuse or permit or allow the same to be accumulated in his/her/their flat/unit or kept in the compound or any portion of the said buildings except in the place provided therefor.
 - iv) do or cause to be done any act or thing which may prevent the owners and/or occupiers of other flats/units of the buildings from peaceful enjoyment of their respective flats/units.
 - v) demolish or cause to or allow to be demolished his/her/their flat/unit or any part thereof.
 - vi) keep or store any goods or article on the stairs or passage or in any way obstruct the use and enjoyment of the stairs and passages by the owners and occupiers of the other flats/units and apartments of the said buildings.

- vii) allow his/her/their servants and/or agents to stay in the lobby or passages of the buildings.

IN WITNESSES WHEREOF the parties hereto have set their respective hands on the day, month and year mentioned herein above in presence of the following witnesses:

SIGNED SEALED AND DELIVERED by the Parties

at Kolkata in presence of:-

1.

.....
Signature of the Owners/ Vendors, namely, Shri Gopal Das, (2) Shri Bapi Das, (3) Smt. Arati Das, (4) Smt. Shrabani Das, (5) Smt. Soma Mondal, (6) Smt. Moly Mandal Das alias Moly Mandal, (7) Shri Provat Das, (8) Smt. Sunita Paul, (9) Shri Dulal Paul & (10) Shri Ashim Kumar Routh, represented by their CONSTITUTED ATTORNEY, named; Shri Swapan Kumar Saha, being the sole Proprietor of "SUBARNA ENTERPRISE".

2.

.....
Signature of the DEVELOPER/ CONFIRMING PARTY

.....
Signature of the PURCHASER/ PURCHASERS

DRAFTED BY:-

ANJAN KUMAR CHAKRABARTI,
Advocate
High Court, Calcutta
(Enrolment No. WB - 256/1995)
Chamber:- 10, K.S.Roy Road, 2nd Floor,
Room No. 33, Kolkata – 700001
Phone No. 91- 9830013867

MEMO OF CONSIDERATION

RECEIVED of and from the within named Purchaser/Purchasers the within mentioned sum of **Rs. _____/- (Rupees _____)** only towards full and final payment of the Consideration of Sale of the **“said Flat & Car Parking Space”** described the **SECOND SCHEDULE** above, as per Memo below.

1. By Cheque No. _____, dated _____,
drawn on _____ Bank, _____ Branch Rs. _____/-

2. By Cheque No. _____, dated _____,
drawn on _____ Bank, _____ Branch Rs. _____/-

3. By Cheque No. _____, dated _____,
drawn on _____ Bank, _____ Branch Rs. _____/-

Total (Rupees _____ only) =====
Rs. _____/- =====

Witnesses:

1.

2.

.....
Signature of the DEVELOPER/ CONFIRMING PARTY