#### **DEED OF CONVEYANCE**

**THIS DEED OF CONVEYANCE** is made on this the ...... Day of Two Thousand and XXXXXXXX (20XX).

#### **BETWEEN**

(1) MR. DEBABRATA DAS alis DEBABRATA KUMAR DAS (PAN No. CATPD1092C and Aadhar No. XXXXXXXXXXXX), son of Late Santosh Kumar Das, by Occupation-Teacher, by faith-Hindu, by Nationality-Indian, residing at 42, Mahajati Road, P.O & P.S- Dum Dum, Kolkata-700 028, District - North 24 Parganas, West Bengal, (2) MRS. MAHUA DAS (PAN No. AMVPD8517E and **Aadhar No. XXXXXXXXXXX),** daughter of Late Sushil Kumar Das by Occupation-Housewife, by faith- Hindu, by Nationality- Indian, (3) MRS. PINKI DAS (PAN No. BJTPD8032N and Aadhar No. XXXXXXXXXXXX), wife of Late Sujoy Das by Occupation-Housewife, by faith- Hindu, by Nationality- Indian, Owner No. (2) and (3) are residing at 42, Nalta Mahajati Road, P.O & P.S- Dum Dum, Kolkata-700 028, District – North 24 Parganas, West Bengal, (4) MR. JIBON RATAN ROY (PAN No. AEDPR3561C and Aadhar No. XXXXXXXXXXX), son of Late Amulya Ratan Roy, by Occupation-Business, by faith- Hindu, by Nationality- Indian, residing at 3/A, Pathakpara Lane, Nalta, P.O & P.S- Dum Dum, Kolkata-700 028, District – North 24 Parganas, West Bengal, (5) MRS. IRA DAS (PAN No. EFLPD6797F and Aadhar No. XXXXXXXXXX), wife of Late Krishna Chandra Das, (6) MRS. SHYAMALI BHOWMIK (PAN No. BNCPB1847A and Aadhar No. XXXXXXXXXX), wife of Sri Arpan Bhowmik, (7) MRS. RUPALI BHATTACHARJEE (PAN No. ARXPB7263L and Aadhar No. XXXXXXXXXXX), wife of Mr. Abhijit Bhattacharjee, all by Occupation-Housewife, by faith- Hindu, by Nationality- Indian, and all are residing at 42, Nalta Mahajati Road, P.O & P.S- Dum Dum, Kolkata-700 028, District – North 24 Parganas, West Bengal, (8) MR. RANJAN SARKAR (PAN No. IGSPS3770P and Aadhar No. XXXXXXXXXXX), son of Late Dulal Chandra Sarkar, by Occupation-Business, by faith- Hindu, by Nationality- Indian, residing at Village & Post- Hakimpur, P.S- Swarupanagar, District - North 24 Parganas, Pin-743273, West Bengal, (9) MR. PRASANTA KUMAR DAS (PAN No. AJPPD3401Q and Aadhar No. XXXXXXXXXXX), son of Late Sudhir Kumar Das, by Occupation-Service, by faith- Hindu, by Nationality- Indian, residing at 42, Mahajati Road, Nalta, P.O & P.S- Dum Dum, Kolkata-700 028, District - North 24 Parganas, West Bengal, (10) MR. PRADIP KUMAR DEY (PAN No. ACNPD1406E and Aadhar No. XXXXXXXXXXX), son of Late Pulin Behari Dey,

by Occupation-Service, (11) MR. PRABIR KUMAR DEY (PAN No. BFHPD5418L and Aadhar No. XXXXXXXXXXX), son of Late Pulin Behari Dey, by Occupation-Service, and (12) MRS. SHIPRA BOSE(DEY) (PAN No. BWDPB3091G and **Aadhar No. XXXXXXXXXXX),** wife of Mr. Anjan Bose and daughter of Late Pulin Behari Dey, by Occupation-Housewife, by faith- Hindu, by Nationality- Indian, all Owner No. (10,11,12) are residing at 12, Subhas Sarani, Nalta, P.O & P.S- Dum Dum, Kolkata-700 028, District – North 24 Parganas, West Bengal, hereinafter called the "OWNERS" (Which expression shall mean and include unless excluded by or repugnant to the context their heirs, executors, successors, legal representative, administrators and assigns) of the FIRST PART. The Owners duly represented by M/S R.G.DEVELOPERS AND CONTRACTOR Pan No. AATFR0409F having its regd./ head office at 1No. Subhas Sarani, Nalta, P.O & P.S- Dum Dum, Kolkata-700 028 represented by its partners namely **SRI JOYDEB ADDYA** (having Pan faith- Hindu, by occupation-Business, by Nationality - Indian, residing at 18, Mahajati Road, P.O- Italgacha, P.S- Dum Dum, Kolkata-700 079, District North 24-Parganas, (2) SRI DEBANIK SARKAR (having Pan No.BQLPS1004C & Aadhar No. XXXXXXXXXXX), son of Sri Ranjan Sarkar by faith-Hindu, by occupation-Business, by Nationality Indian, residing at 187, Kalibari Road, P.O. & P.S-Dum Dum, Kolkata-700 028, District North 24-Parganas, (3) SRI TARUN BAIDYA (having Pan No.ADRPB4096P & Aadhar No. XXXXXXXXXX), son of Sri Ajit Baidya by faith-Hindu, by occupation-Business, by Nationality Indian, residing at 1No. Subhas Sarani, Nalta, P.O & P.S- Dum Dum, Kolkata-700 028, District North 24-Parganas, by virtue of Power of Attorney on 19.02.2020 in the office of ADSR Cossipore Dum Dum and Registered in Book - I, Volume Number 1506-2020, Page from 79481 to 79502, Being No. 0150601635 for the year 2020 & Book – I, Volume Number 1506-2020, Page from 79357 to 79378, Being No. 0150601641 for the year 2020 & Book – I, Volume Number 1506-2020, Page from 79445 to 79462, Being No. 0150601632 for the year 2020 & Book – I, Volume Number 1506-2020, Page from 79463 to 79480, Being No. 0150601634 for the year 2020 & Book - I, Volume Number 1506-2020, Page from 79481 to 79502, Being No. 0150601635 for the year 2020 & Dated 26.06.2020 at Book - I, Volume Number 1506-2020, Page from 206044 to 206064, Being No. 0150603353 for the year 2020 & Book -I, Volume Number 1506-2020, Page from 162525 to 162550, Being No. 0150603352 for the year 2020.

#### AND

[ if the Allottee is a company]				
(CIN No.) a com	npany incorp	orated under	the provisi	ons of the
Companies Act, [1956 or the Com	panies Act,	2013 as the	case may b	oe], having
its registered office at	(PAN I	No	) represe	nted by its
authorized signatory, (Aadhaar N	0	) duly	authorized v	vide board
resolution dated, here	einafter refe	erred to as	the "Allotte	ee" (which
expression shall unless repugnant	to the cont	ext or meani	ng thereof l	be deemed
to mean and include its successor-	in-interest,	and permitte	d assigns.)	
	[ OR ]			
[if the Allottee is a Partnership]				
a partnership firm registered under the Indian Partnership				
Act, 1932 having its principal p	lace of bus	iness at	PAN	No,
represented by its authorized part	:ner	(Aadh	aar No	) duly
authorized videh	ereinafter	referred to a	s the "Allott	ee" (which
expression shall unless repugnant	to the cont	ext or meani	ng thereof l	he deemed
to mean and include the partners	or partner f	for the time	being of the	e said firm,
the survivor or survivors of them a	and their hei	irs, executors	and admin	istrators of
the last surviving partner and his/her/their assigns).				

[ OR ]

Lif the Allo	ottee is an Individual]		
Mr./Ms	(Aadhaar No	) son/ daughter of _	
unless rep	residing at residing at hereinafter called the ougnant to the context or meaning there exirs, executors, administrators, successor	e "Allottee" (which exproof be deemed to mean	ession shall and include
	[ OR ]		
[ if the All	ottee is a HUF]		
Mr	(Aadhaar No	) son of	aged
about	for self and as the Karta of the	Hindu Joint Mitakshar	a Family
known as	HUF, having its place of business / res	sidence at	(PAN
No) her	reinafter referred to as the "Allottee" (	(which expression sha	ıll unless
repugnant	to the context or meaning thereof be	deemed to mean the	members
or member	er for the time being of the said HU	IF, and their respectiv	ve heirs,
executors,	, administrators and permitted assigns) o	of the <b>THIRD PART</b> .	

#### WHEREAS:

- 1. One Pulin Behari Dey was the absolute owner of plots of land measuring about 3 Cottahas lying and situated at Mouza- Sultanpur, J.L. No. 10, R.S.No. 148, Touzi No. 173, R.S.Khatian No. 847, R.S.Dag No. 185 by virtue of a registered Deed of Conveyance in the Year 1953 which was duly registered before the office of the ADSR Cossipore Dum Dum and recorded in Book No. I, Volume No. 56, Pages from 174 to 176, Being no. 2859 for the year 1953.
- 2. Said Pulin Behari Dey also purchased a another plot of land measuring about 8 Chittacks lying and situated at Mouza- Sultanpur, J.L. No. 10, R.S.No. 148, Touzi No. 173, R.S.Khatian No. 852, R.S.Dag No. 187/902 and 187/903 by another registered Deed of Conveyance in the Year 1964 which was duly registered before the office of the ADSR Cossipore Dum Dum and recorded in Book No. I, Volume No. 10, Pages from 206 to 211, Being no. 595 for the year 1964 and mutated his name in the records of local Sultanpur 2 No. Gram Panchyat, P.S. Dum Dum, District- 24 Parganas North free from encumbrances, charges, liens and lispendens whatsoever in nature.
- **3.** Said Pulin Behari Dey died intestate on dated 20.04.1977 and his wife namely Tripti Rani Dey also died on dated 05.06.2013 leaving behind legal heirs and successors two sons namely Sri Pradip Kumar Dey and Sri Prabir Kumar Dey and one daughter Smt. Shipra Bose who becomes the joint owners as per Hindu

Succession Act 1956.

- 4. And further Smt. Shipra Bose gifted her undivided 8 Chittacks land situated at Mouza- Sultanpur, J.L. No. 10, R.S.No. 148, Touzi No. 173, R.S.Khatian No. 852, R.S.Dag No. 187/902 and 187/903 being municipal holding No. 39 Subhas sarani, in favour of Sri Prabir Kumar Dey by registered Deed of Gift which was duly registered before the office of the ADSR Cossipore Dum Dum and recorded in Book No. I, Volume No. 158, Pages from 257 to 266, Being no. 6062 for the year 2001.
- 5. And further Sri Prabir Kumar Dey gifted the said undivided 8 Chittacks land situated at Mouza- Sultanpur, J.L. No. 10, R.S.No. 148, Touzi No. 173, R.S.Khatian No. 852, R.S.Dag No. 187/902 and 187/903 being municipal holding No. 39 Subhas sarani, in favour of Smt. Shipra Bose by registered Deed of Gift which was duly registered before the office of the ADSR Cossipore Dum Dum and recorded in Book No. I, Volume No. 1506-2020, Pages from 40757 to 40776, Being no. 0772 for the year 2020.
- 6. By a registered Deed of Sale which was duly registered before the office of the ADSR Cossipore Dum Dum and recorded in Book No. I, Volume No. 15, Pages from 259 to 261, Being no. 848 for the year 1954, one Sri Santosh Kumar Das, becomes the absolute owner of a plot of land measuring about 9 Cottahs little more or less comprised in Dag No. 185 lying and situated at Mouza Sultanpur, J.L. No. 10, R.S.No. 148, Touzi No. 173, Khatian No. 847, P.S. Dum dum, District-24 Parganas North free from encumbrances, charges, liens and lispendens whatsoever from Sri Nirod Ranjan Dey.
- 7. Said Sri Santosh Kumar Das also purchased a another plot of land measuring about 1 Cottaha 8 Chittacks lying and situated at Mouza- Sultanpur, J.L. No. 10, R.S.No. 148, Touzi No. 173, R.S.Khatian No. 1664, R.S.Dag No. 187/902 and 187/903 by another registered Deed of Conveyance which was duly registered before the office of the ADSR Cossipore Dum Dum and recorded in Book No. I, Volume No. 17, Pages from 77 to 81, Being no. 591 for the year 1964 and finally recorded his name and allotted new R.S.Khatian No. 2258, R.S.Dag No. 185/884 and 185/883 and also mutated his name in the records of local Sultanpur 2 No. Gram Panchyat, P.S. Dum Dum, District- 24 Parganas North free from encumbrances, charges, liens and lispendens whatsoever in nature.
- **8.** Said Sri Santosh Kumar Das executed registered Deed of Family Settlement dated 13.10.1993 which was duly registered before the office of the ADSR Cossipore Dum Dum and recorded in Book No. I, Volume No. 135, Pages from 41

- to 48, Being no. 5856 for the year 1993 and as per said Family Settlement Deed after death of said Santosh Kumar Das who died on dated 24.03.1994 his son Sri Debabrata Kumar Das becomes the absolute owner of a plot of land measuring about 15 Chittacks 26 sq.ft together with one room at ground floor and on first floor at Mouza- Sultanpur, J.L. No. 10, R.S.No. 148, Touzi No. 173, R.S.Khatian No. 2258, R.S.Dag No. 185/884 and 185/883.
- 9. Sri Debabrata Kumar Das as absolute owner by deed of conveyance dated 21.11.2002 sold and transferred a shop room vide no. 2 on ground floor an area measuring 73 sq.ft little more or less to Sri Jiban Ratan Roy herein owner which was duly registered before the office of the ADSR Cossipore Dum Dum and recorded in Book No. I, Volume No. 101, Pages from 247 to 252, Being no. 4003 for the year 2003.
- 10. And further said Sri Debabrata Kumar Das as absolute owner by deed of conveyance dated 21.11.2002 sold and transferred a shop room vide no. 1 on ground floor an area measuring covered area 61 sq.ft equivalent to super built up area of 74 sq.ft little more or less to Sri Prabir Pathak which was duly registered before the office of the ADSR Cossipore Dum Dum and recorded in Book No. I, Volume No. 101, Pages from 253 to 258, Being no. 4005 for the year 2003 and accordingly they mutated the same in the record of Dum Dum Municipality and get holding no. 76/1, Mahajati Road Bye Lane, Kolkata-700 028.
- 11. And further said Sri Prabir Pathak as absolute owner by deed of conveyance dated 03.02.2020 sold and transferred said shop room vide no. 1 on ground floor an area measuring covered area 61 sq.ft equivalent to super built up area of 74 sq.ft little more or less to Sri Ranjan Sarkar which was duly registered before the office of the ADSR Cossipore Dum Dum and recorded in Book No. I, Volume No. 1506-2020, Pages from 58795 to 58816, Being no. 01241 for the year 2020 and accordingly they mutated the same in the record of Dum Dum Municipality and get holding no. 76/1, Mahajati Road Bye Lane, Kolkata-700 028.
- 12. Said Sri Santosh Kumar Das also executed another registered Deed of Family Settlement dated 13.10.1993 which was duly registered before the office of the ADSR Cossipore Dum Dum and recorded in Book No. I, Volume No. 135, Pages from 33 to 40, Being no. 5855 for the year 1993 and as per said Family Settlement Deed after death of said Santosh Kumar Das who died on dated 24.03.1994 his nephew Sri Prasanta Kumar Das becomes the absolute owner of a plot of land measuring about 1 Cottaha 05 Chittacks 10 sq.ft together with one room at ground floor and on first floor at Mouza- Sultanpur, J.L. No. 10, R.S.No.

- 148, Touzi No. 173, R.S.Khatian No. 2258, R.S.Dag No. 185/884 and 185/883.
- 13. Said Sri Prasanta Kumar Das further purchased a plot of land measuring about 06 Chittack 30 sq.ft from Sri Debabrata Das on dated 22.04.1994 at Mouza-Sultanpur, J.L. No. 10, R.S.No. 148, Touzi No. 173, R.S.Khatian No. 2258, R.S.Dag No. 185/884 and 185/883 duly registered before the office of the ADSR Cossipore Dum Dum and recorded in Book No. I, Volume No. 216, Pages from 199 to 208, Being no. 1102 for the year 1994. Accordingly as per settlement deed dated 13.10.1993 and deed of conveyance dated 22.04.1994 he becomes the absolute owner of an area of 01 Cottaha 11 Chittack 40 sq.ft with structure standing there on.
- 14. Said Sri Santosh Kumar Das also executed another registered Deed of Family Settlement dated 13.10.1993 which was duly registered before the office of the ADSR Cossipore Dum Dum and recorded in Book No. I, Volume No. 135, Pages from 49 to 56, Being no. 5857 for the year 1993 and as per said Family Settlement Deed after death of said Santosh Kumar Das who died on dated 24.03.1994 his son Sri Sushil Kumar Das becomes the absolute owner of a plot of land measuring about 08 Chittacks 27 sq.ft together with one room at ground floor and on first floor at Mouza- Sultanpur, J.L. No. 10, R.S.No. 148, Touzi No. 173, R.S.Khatian No. 2258, R.S.Dag No. 185/884 and 185/883.
- 15. Said Sri Sushil Kumar Das further purchased a plot of land measuring 03 Chittack 03 sq.ft by deed of conveyance on dated 29.01.1997 at Mouza- Sultanpur, J.L. No. 10, R.S.No. 148, Touzi No. 173, R.S.Khatian No. 2258, R.S.Dag No. 185/883 being premises no. 42 Nalta Mahajati Road, from Kumari Nandita Das which was duly registered before the office of the ADSR Cossipore Dum Dum and recorded in Book No. I, Volume No. 15, Pages from 1 to 8, Being no. 591 for the year 1997. Accordingly Sushil Kumar Das mutated his name in the record of Dum Dum Municipality vide holding no. 77, Nalta Mahajati Road,
- **16.** Said Sri Sushil Kumar Das intestate died on dated 31.12.2005 and his wife also died on dated 05.04.1987 leaving behind one son namely Sujay Kumar Das since deceased and one daughter namely Smt. Mahua Das who becomes the absolute joint owner as per Hindu Succession Act. And said Sujoy Kumar Das died intestate on dated 26.02.2012 leaving behind his wife Smt. Pinki Das who becomes the absolute joint owner of the ratio of said Sujaoy Kumar Das since deceased.
- 17. Further on dated 03.02.2020 Sri Subrata Das alis Subrata Kumar Das , Sri Debabrata Das alis Debabrata Kumar Das, Smt. Gayatri Das, Sri Subir Das, Smt. Maya Dam and Smt. Supriya Ganguly gifted a plot of land measuring about 01

- Cottaha 01 Chittack with structure at Mouza- Sultanpur, J.L. No. 10, R.S.No. 148, Touzi No. 173, R.S.Khatian No. 2258, R.S.Dag No. 185/883 being premises no. 42 Nalta Mahajati Road to Smt. Mahua Das and Smt. Pinki Das vide a registered deed duly recorded in Book No. 1, Volume No. 1506-2020, Pages 58759 to 58794, Being No. 01229 for the year 2020 under A.D.S.R.O Cossipore Dum Dum.
- 18. Said Sri Santosh Kumar Das also gifted a piece and partial of land measuring about 13 Chittack 13 sq.ft with structure 529 sq.ft by a Deed of Gift dated 06.09.1993 which was duly registered before the office of the ADSR Cossipore Dum Dum and recorded in Book No. I, Volume No. 119, Pages from 43 to 50, Being no. 5189 for the year 1993 to Sri Krishna Chandra Das who becomes the absolute owner of a plot of land measuring about 13 Chittack 13 sq.ft together with structure 529 sq.ft at Mouza- Sultanpur, J.L. No. 10, R.S.No. 148, Touzi No. 173, R.S.Khatian No. 2258, R.S.Dag No. 185/884 and 185/883. Accordingly mutated his name in the record of Dum Dum Municipality being holding no. 75 Mahajati Road Bye Lane, Kolkata-700 028.
- 19. Said Sri Krishna Chandra Das died intestate on dated 16.07.2018 leaving behind legal heirs and successors wife namely Smt. Ira Das and two daughters namely Smt. Shyamali Bhowmik and Smt. Rupali Bhattacharjee who becomes the joint owners of entire state as per Hindu Succession Act 1956.
- 20. Accordingly the above named owners herein become the absolute lawful owners in respect of aforesaid property free from all sorts of encumbrances, charges, liens, lispendences, attachments, acquisitions and requisitions whatsoever in nature and mutated his name assessment records of concerned authority and and is paying the municipal tax, taxes, khajnas and government impositions that may be charged by the concerned authority time to time.
  - 21. MR. DEBABRATA DAS alis DEBABRATA KUMAR DAS (PAN No. CATPD1092C and Aadhar No. XXXXXXXXXXXX), son of Late Santosh Kumar Das, MRS. MAHUA DAS (PAN No. AMVPD8517E and Aadhar No. XXXXXXXXXXX), daughter of Late Sushil Kumar Das, MRS. PINKI DAS (PAN No. BJTPD8032N and Aadhar No. XXXXXXXXXXX), wife of Late Sujoy Das, MR. JIBON RATAN ROY (PAN No. AEDPR3561C and Aadhar No. XXXXXXXXXXXXX), son of Late Amulya Ratan Roy, MRS. IRA DAS (PAN No. EFLPD6797F and Aadhar No. XXXXXXXXXXX), wife of Late Krishna Chandra Das, MRS. SHYAMALI BHOWMIK (PAN No. BNCPB1847A and Aadhar No. XXXXXXXXXXX), wife of Sri Arpan

Bhowmik, MRS. RUPALI BHATTACHARJEE (PAN No. ARXPB7263L and **Aadhar No. XXXXXXXXXXX),** wife of Mr. Abhijit Bhattacharjee, MR. RANJAN SARKAR (PAN No. IGSPS3770P and Aadhar XXXXXXXXXXX), son of Late Dulal Chandra Sarkar, MR. PRASANTA **KUMAR DAS** (PAN No. AJPPD3401Q and Aadhar No. XXXXXXXXXXX), son of Late Sudhir Kumar Das, MR. PRADIP KUMAR DEY (PAN No. ACNPD1406E and Aadhar No. XXXXXXXXXXXX), son of Late Pulin Behari Dey, MR. PRABIR KUMAR DEY (PAN No. BFHPD5418L and Aadhar No. XXXXXXXXXX), son of Late Pulin Behari Dey, and MRS. SHIPRA BOSE(DEY) (PAN No. BWDPB3091G and Aadhar No. **XXXXXXXXXXXXX),** wife of Mr. Anjan Bose and daughter of Late Pulin Behari Dey, are the joint Owners of and are jointly seized and possessed of or otherwise well and sufficiently entitled to piece and parcel of bastu land measuring about **08 Cottahs**, **13 Chittacks 03 sq.ft physically 08** Cottahs, 10 Chittacks 03 sq.ft little more or less in at Mouza-Sultanpur, J.L. No. 10, R.S.No. 148, Touzi No. 173, R.S. Khatian No. 1664, 2258, R.S. Dag No. 185,185/183,185/883, 187/902,187/903, with Pukka & Tiles shed Structure measuring about 2503 (Two Thousand Five Hundred Three) Sq. ft. little more or less, within the limit of the within the local limit of Dum Dum Municipality, holding No. 37,38,39, Subhas Sarani, & 74,75,76,76/2,77, Mahajati Road Bye Lane, & 42, Nalta Mahajati Road, Under Ward No. 7, P.O & P.S- Dum Dum, Kolkata-700 028, A.D.S.R.O. Cossipore Dum Dum, District- 24 Parganas North, West Bengal, more fully FIRST SCHEDULE hereunder written.

22. The said Owners No. 1 to 12 herein decided to construct a building on the said land as per plan to be obtained from the Dum Dum Municipality after demolition of the existing building standing thereon and accordingly the said Owners No. 1 to 12 herein entered into a registered Development Agreement dated 19.02.2020 and 24.06.2020 with M/S R.G.Developers and Contractor, a firm and Pan No. AATFR0409F having its regd./ head office at 1No. Subhas Sarani, Nalta, P.O & P.S- Dum Dum, Kolkata-700 028 represented by its partners namely **SRI** JOYDEB ADDYA Pan No.BHPPA4040K Aadhar (having & No. occupation-Business, by Nationality - Indian, residing at 18, Mahajati Road, P.O-Italgacha, P.S- Dum Dum, Kolkata-700 079, District North 24-Parganas, (2) **SRI DEBANIK SARKAR** (having Pan No.BQLPS1004C & Aadhar No. XXXXXXXXXXX), son of Sri Ranjan Sarkar by faith-Hindu, by occupation-Business, by Nationality

Indian, residing at 187, Kalibari Road, P.O. & P.S-Dum Dum, Kolkata-700 028, District North 24-Parganas, (3) **SRI TARUN BAIDYA** (having Pan No.ADRPB4096P & Aadhar No. XXXXXXXXXXX), son of Sri Ajit Baidya by faith-Hindu, by occupation-Business, by Nationality Indian, residing at 1No. Subhas Sarani, Nalta, P.O & P.S- Dum Dum, Kolkata-700 028, District North 24-Parganas as Developer i.e. the Developer herein for the development of the said property under certain terms & conditions as the Developer shall think, fit and proper and the same was duly registered before the office of the ADSR Cossipore Dum Dum on 19.02.2020 in the office of ADSR Cossipore dum Dum and Registered in Book - I, Volume number 1506-2020, Page from 79481 to 79502, Being No. 150601635 for the year 2020 & Book – I, Volume number 1506-2020, Page from 79172 to 79206, Being No. 150601640 for the year 2020 & Book – I, Volume number 1506-2020, Page from 77227 to 77252, Being No. 150601593 for the year 2020 & Book – I, Volume number 1506-2020, Page from 77667 to 77694, Being No. 150601595 for the year 2020 & Book - I, Volume number 1506-2020, Page from 77634 to 77666, Being No. 150601594 for the year 2020 & Dated 24.06.2020 in Book - I, Volume number 1506-2020, Page from 159555 to 159581, Being No. 150603284 for the year 2020 & Book - I, Volume number 1506-2020, Page from 159522 to 159554, Being No. 150603283 for the year 2020.

- 23. By a registered General Power of Attorney dated 19.02.2020 and 24.06.2020, the said Owners No. 1 to 12 herein have appointed M/S R.G.DEVELOPERS AND **CONTRACTOR** Pan No. AATFR0409F having its regd./ head office at 1No. Subhas Sarani, Nalta, P.O & P.S- Dum Dum, Kolkata-700 028 represented by its partners namely **SRI JOYDEB ADDYA** (having Pan No.BHPPA4040K & occupation-Business, by Nationality - Indian, residing at 18, Mahajati Road, P.O-Italgacha, P.S- Dum Dum, Kolkata-700 079, District North 24-Parganas, (2) SRI **DEBANIK SARKAR** (having Pan No.BQLPS1004C & Aadhar No. XXXXXXXXXX), son of Sri Ranjan Sarkar by faith-Hindu, by occupation-Business, by Nationality Indian, residing at 187, Kalibari Road, P.O. & P.S-Dum Dum, Kolkata-700 028, District North 24-Parganas, (3) SRI TARUN BAIDYA (having Pan No.ADRPB4096P & Aadhar No. XXXXXXXXXXX), son of Sri Ajit Baidya by faith-Hindu, by occupation-Business, by Nationality Indian, residing at 1No. Subhas Sarani, Nalta, P.O & P.S- Dum Dum, Kolkata-700 028, District North 24-Parganas.
- 24. Thereafter as per terms and conditions of Development Agreement and General

Power of Attorney the Developer herein constructed Ground plus storied Building according to the sanctioned Plan being Plan No. PWD/Plan-G+V/354/2020-21 dated 15.10.2020 issued by the Dum Dum Municipality upon the said piece and parcel of land measuring about <u>08 Cottahs</u>, <u>13 Chittacks 03 sq.ft</u> <u>physically 08 Cottahs</u>, <u>10 Chittacks 03 sq.ft little more or less</u>, little more or less morefully and particularly.

- 25. As per the allocation and/or allotment of Development Agreement dated 19.02.2020 and 24.06.2020, the developer herein is seized and possessed of or otherwise well and sufficiently entitled the SECOND SCHEDULE hereunder written and/or given which is being part and parcel of FIRST SCHEDULE hereunder written and/or given and enjoying the right, title and interest thereof.
- 26. The Developer herein has declared to sell the residential Flat within Developer's allocation of the said building and the PURCHASER herein getting knowledge about the same, and being desirous to purchase a flat has taken inspection of the documents and being satisfied with the title of the land owner and authority of the developer and also the sanction plan and the construction and agreed to purchase **ALL THAT** one residential **Flat, being** Flat No. ....., on the Floor (Flooring-\_\_\_), East facing of the Ground plus ....... storied Building, measuring an area of ....... Square Feet super built up area of the building named\_\_\_\_\_\_ in complete and habitable condition in all manner whatsoever lying and situated at Mouza- Sultanpur, J.L. No. 10, R.S.No. 148, 1664, 2258, Touzi No. 173, R.S. Khatian No. R.S. 185,185/183,185/883, 187/902,187/903, within the limit of the within the local limit of Dum Dum Municipality, holding No. 37,38,39, Subhas Sarani, & 74,75,76,76/2,77, Mahajati Road Bye Lane, & 42, Nalta Mahajati Road, Under Ward No. 7, P.O & P.S- Dum Dum, Kolkata-700 028, A.D.S.R.O. Cossipore Dum Dum, District- 24 Parganas North, West Bengalhereinafter called and referred to as the "SAID FLAT" morefully and particularly mentioned and described in the **SECOND SCHEDULE** hereunder at or for the total price and / or consideration of Rs. 00,00,000/- (Rupees.....) only finding the proposal as an acceptable one, the competent authority of the developer herein, has decided to sell out the said flat to and in favour of the PURCHASER herein.
- 27. By an Agreement for Sale dated ...... the Owners/Vendors herein and the Developer herein have agreed to sell, transfer and convey ALL THAT one Flat, being Flat No. ....., on the ...... Floor (Flooring-\_\_\_), East facing of the Ground plus Four storied Building measuring an area of Square Feet super built up area of the building in complete and habitable condition in all manner whatsoever lying and situated at Mouza- Sultanpur, J.L. No. 10, R.S.No.

148, Touzi No. 173, R.S. Khatian No. 1664, 2258, R.S. Dag No. 185,185/183,185/883, 187/902,187/903, within the limit of the within the local limit of Dum Dum Municipality, holding No. 37,38,39, Subhas Sarani, & 74,75,76,76/2,77, Mahajati Road Bye Lane, & 42, Nalta Mahajati Road, Under Ward No. 7, P.O & P.S- Dum Dum, Kolkata-700 028, A.D.S.R.O. Cossipore Dum Dum, District- 24 Parganas North, West Bengal morefully and particularly mentioned and described in the **SECOND SCHEDULE** hereunder written **TOGETHER WITH** together with undivided proportionate impartible share and interest in the land which is morefully and particularly mentioned and described in the **FIRST SCHEDULE** hereunder as well as with all other common areas, facilities and amenities attached to and available therewith unto and in favour of the **PURCHASER** herein for the agreed consideration of **Rs. 00,00,000/-(Rupees......) only** and the same was duly confirmed by the said Developer herein.

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

In Pursuance to the Agreement for Sale dated ...... and in consideration of the payment of sum of Rs. 00,00,000/- (Rupees.....) only as the total Consideration paid by the PURCHASER to the Developer herein (receipt whereof the Developer hereby as well as by the memo hereunder written acknowledges and admits and discharge from every part thereof acquit discharges and exonerate the PURCHASER) paid on or before the execution of these presents, the Owners /Vendors and the Developer herein doth hereby sell, transfer and convey unto and in favour of the PURCHASER herein ALL THAT one residential Flat, being Flat No. ......, on the ....... Floor (Flooring-\_\_), ...... facing of the Ground plus ...... storied Building measuring an area of ...... Square Feet super built up area of the building in complete and habitable condition in all manner whatsoever lying and situated at Mouza- Sultanpur, J.L. No. 10, R.S.No. 148, Touzi No. 173, R.S. Khatian No. 1664, 2258, R.S. Dag No. 185,185/183,185/883, 187/902,187/903, within the limit of the within the local limit of Dum Dum Municipality, holding No. 37,38,39, Subhas Sarani, & 74,75,76,76/2,77, Mahajati Road Bye Lane, & 42, Nalta Mahajati Road, Under Ward No. 7, P.O & P.S-Dum Dum, Kolkata-700 028, A.D.S.R.O. Cossipore Dum Dum, District- 24 Parganas North, West Bengal morefully and particularly mentioned and described in the **SECOND SCHEDULE** hereunder **TOGETHER WITH** undivided proportionate share of **LAND** in the FIRST SCHEDULE hereunder and TOGETHER WITH other common facilities and amenities and the right in common over the extreme terrace and the other common areas and spaces around the building TOGETHER WITH ALL the things permanently attached thereto or standing thereon and all the privileges, easements, profits, advantages, rights and

appurtenances whatsoever to the said land and other the premises or any part thereof belonging or anywise appertaining thereto and **ALL** the estate, right, title, interest, use, possession, benefit, claim and demand whatsoever at law or otherwise of the Owners/Vendors to the said piece of land and over the premises hereby conveyed and every part thereof **TO HAVE AND TO HOLD** the same unto and to the use and benefit of the PURCHASER absolutely and forever, subject to the payment of all rents, rates, taxes, assessments, dues and duties now chargeable and payable and that may become chargeable and payable from time to time hereafter in respect of the same to the Government or any other public body or local authority in respect thereof AND the Owners /Vendors herein and Developer doth hereby covenants with the PURCHASER that:-

- 1. The Owners /Vendors and the Developer herein now have in themselves good right and full power to convey and transfer by way of sale the said flat and the premises hereby conveyed or intended so to be unto and to the use of the PURCHASER in the manner aforesaid have put the PURCHASER in vacant, peaceful and unencumbered possession.
- **2.** The PURCHASER may from time to time and at all times hereafter peaceably and quietly enter upon, occupy or possess and enjoy the said flat and premises hereby conveyed with their appurtenances, and receive the rents, issues and profits thereof and every part thereof for his own use and benefit without any suit, lawful eviction or interruption, claim and demand whatsoever from or by him the Owners /Vendors and the Developer herein or their heirs or any of them or by any person or persons claiming or to claim, from, under or in trust for them or any of them.
- **3.** The PURCHASER shall hold the said flat free and clear and freely and clearly and absolutely exonerated, and forever released and discharged or otherwise by the Owners/Vendors and the Developer and well and sufficiently saved, defended kept harmless and indemnified of and from and against all former and other estates, titles, charges and encumbrances whatsoever made occasioned and suffered by the Owners/Vendors and the Developer herein or by any other person or persons claiming or to claim by, from, under or in trust for them;
- **4.** The PURCHASER shall be entitled to the rights, benefits and privileges attached to the said flat and appurtenances thereto including the right to the enjoy the common areas (including undivided proportionate interest in land) and in common space/s in the building for the use occupation and enjoyment of the said flat as detailed in the **THIRD SCHEDULE** hereunder.
- **5.** The PURCHASER shall be responsible to bear/pay the proportionate share in the common recurring expenses for the purpose of to maintenance, repair, renew, redecoration etc. of the common spaces as detailed in the **FOURTH SCHEDULE** hereunder.

- **6.** The said Flat and /or the said building has been constructed as per the sanctioned plan and as per the specifications as stated in the agreement for sale.
- **7.** The PURCHASER and other co owner shall abide by common restrictions along with the other owner/occupiers of the other units/flats in the building as detailed in the **FIFTH SCHEDULE** hereunder.
- **8.** The PURCHASER shall also be entitled to sell, mortgage, lease or otherwise alienate the property hereby conveyed subject to the terms herein contained to any one without the consent of the Owners /Vendors or any other Co-owner who may have acquired before and who may hereafter acquire any right, title and interest similar to those acquired by the PURCHASER under the terms of this conveyance.
- **9.** The PURCHASER undivided proportionate interest in land is impartible in perpetuity.
- 10. The Owners/Vendors, Developer/Confirming party and/or any person/s having or claiming any estate, right, title or interest in the said Flat and premises hereby conveyed or any part thereof by, from under or in trust for the Owners /Vendors or their heirs, executors, administrators or any of them shall and will from time to time and at all times hereafter at the request and costs of the PURCHASER do and execute and cause to be done and executed all such further and other lawful acts, deeds, things, whatsoever for better and more perfectly and absolutely granting the said land, and premises and every part thereof hereby conveyed unto and to the use of the PURCHASER in manner aforesaid as by the PURCHASER, his heirs, executors or administrators and assigns shall be reasonably required.

**11.** The PURCHASER shall mutate the Said Flat in his own name and shall pay all such municipal taxes and other impositions that may be charged from time to time, directly to the concerned authority.

#### **NOTE:**

- i. Singular shall include plural and vice-versa.
- ii. Masculine gender shall include feminine and nature gender and vice-versa.

# THE FIRST SCHEDULE ABOVE REFERRED TO:

(THE SAID PREMISES)

**ALL THAT** piece and parcel of bastu land measuring about **08 Cottahs, 13 Chittacks 03 sq.ft physically 08 Cottahs, 10 Chittacks 03 sq.ft little more or less** in at Mouza- Sultanpur, J.L. No. 10, R.S.No. 148, Touzi No. 173, R.S. Khatian No. 1664, 2258, R.S. Dag No. 185,185/183,185/883, 187/902,187/903, with Pukka & Tiles shed Structure measuring about 2503 (Two Thousand Five Hundred Three) Sq. ft. little more or less, within the limit of the within the local limit of Dum Dum Municipality, holding No. 37,38,39, Subhas Sarani, & 74,75,76,76/2,77, Mahajati Road Bye Lane, & 42, Nalta Mahajati Road, Under Ward No. 7, P.O & P.S- Dum Dum, Kolkata-700 028, A.D.S.R.O. Cossipore Dum Dum, District- 24 Parganas North, West Bengal, and the same is Butted and Bounded as follows:

BY NORTH: Municipal Road,;

BY SOUTH : Others Property;

BY EAST : Others Property;

BY WEST : 18' feet wide Municipal Road;

#### **THE SECOND SCHEDULE ABOVE REFERRED TO**

(Description of the said Flat)

ALL THAT one residential Flat, being Flat No, on the Floor (Flooring-
), facing of the Ground plus storied Building namely "R.G.Apartment",
measuring an $\ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \$
Bed Rooms, 1 (One) Drawing-cum-Living Room, 1 (One) Kitchen, $\dots$ () Toilet and $\dots$
() Balcony together with common areas, benefits, facilities, amenities and others thereof
together with undivided proportionate share of land at Mouza- Sultanpur, J.L. No. 10,
R.S.No. 148, Touzi No. 173, R.S. Khatian No. 1664, 2258, R.S. Dag No. 185,185/183,

185/883, 187/902,187/903, with Pukka & Tiles shed Structure measuring about 2503 (Two Thousand Five Hundred Three) Sq. ft. little more or less, within the limit of the within the local limit of Dum Dum Municipality, holding No. 37,38,39, Subhas Sarani, & 74,75,76,76/2,77, Mahajati Road Bye Lane, & 42, Nalta Mahajati Road, Under Ward No. 7, P.O & P.S- Dum Dum, Kolkata-700 028, A.D.S.R.O. Cossipore Dum Dum, District- 24 Parganas North, West Bengal.

### **THE THIRD SCHEDULE ABOVE REFERRED TO:**

#### (Common Parts and Facilities)

 Common facilities and amenities shall include corridor, stairways, passage ways, drive ways pump room, meter installation place, main meter, pump and motor, overhead water reservoirs, septic tanks, lift facilities and other facilities which may be mutually agreed upon between the parties and required for establishment, location, enjoyment, provision, open roof and terrace of the building maintenance and/or management of the building.

# THE FOURTH SCHEDULE ABOVE REFERRED TO: (COMMON EXPENSES)

- 1. All cost of maintenance, operating, replacing, white washing (Once within two year), painting, re-building, re-construction, decoration, re-decoration, and lighting in the common parts and also the outer wall of the building, parking spaces and on gate of the building.
- 1. The salaries of all the persons employed for the said purpose.
- 2. All charges and deposit for suppliers of common facilities and utilities.
- 3. Municipality taxes, multi-storied building taxes, other outgoing saves those separately assessed on the respective Flat/unit.
- 4. Cost and charges of establishment for maintenance for the building and for watch and ward staff.
- 5. All litigation's expenses for protecting the title of the said land and building.
- 6. All other expenses and outgoing and as are deemed by the developer to be necessary or incidental for protecting the interest and the right of the purchaser.
- 7. The office expenses and outgoing and as are deemed by the developer to be necessary or incidental for protecting the interest and the right of the purchaser.
- 8. All expenses referred to above shall be proportionately borne by the co-purchasers on and from the date of taking charges and occupation of their respective units but the purchaser shall not be liable to bear such charges in respect of unsold units/flats.
- 9. For all common expenses as mentioned here in above the all occupiers will

- contribute his proportioned amount on monthly basis.
- 10. Till the formation of society the maintenance of the building is under developers supervision and every occupier will paid maintenance charges @ 60 paise per sq. ft. as per occupied area monthly within 10<sup>th</sup> of the next month. The delay more than 15 days is liable for panel interest @ 2% per months.
- 11. Electrical expenses relating to operating water pump.

### THE FIFTH SCHEDULE ABOVE REFERRED TO

(COMMON RESTRICTIONS FOR OCCUPIERS)

- Neither party shall use or permit to used the respective allocation in the building or any portion thereof for carrying on any obnoxious illegal and immoral trade or activity nor use thereof for any purpose which may cause any nuisance or hazard to the other occupiers of the building.
- Neither party shall demolish any wall or other structures in their respective allocation or any portion thereof or make any structural alteration therein without the previous consent of the other in this behalf.
- Neither party shall transfer or permit to transfer of their respective allocation or an
  portion thereof unless (s) such party shall have observed performed all to the and
  condition on their respective part to be observed and / or performed the proposed
  transferee shall have given a written undertaking to the terms and conditions hereof
  these presents and further that such transferee shall pay all and whatsoever shall be
  payable in relation to the area in their possession.
- Both parties shall abide by all always bye laws rules and regulations of the Government statutory bodies and / or local bodies as the case may be and shall attend to answer and be responsible for the said laws bye laws and regulations.
- The respective allocation shall deep the interior walls sewers pipes and other fittings and fixtures and appurtenances and floor and ceiling etc. in each of their respective allocation in the building in good working conditions and repair and in particular so as not to cause any damage to the building or any other space or accommodation therein and shall keep the other of them and / or the occupation of the building indemnified from against the consequence of any breach.
- No goods of other items shall be kept by the either party for display or otherwise in the corridors or other place or common use in the building and no hindrance shall be caused in any manner in the free covenant of users in the corridors and other place of common use in the building.

- Neither party shall throw or accumulate any directly rubbish and waste and refuse to permit the same to be thrown or accumulate in or about the building or in the compound corridor or any other portion or portion of the building.
- Neither parties is allowed to make any of the construction in common area, roofs etc. without proper permission of the developers and or associations.
- Neither party is allowed to use common area/open area within the campus of the building to use permanent nature of parking any of the vehicles.
- No roof garden is allowed.

**IN WITNESS WHEREOF** the Parties hereto have set and subscribe their respective hands and seal hereunto this the day, month and year first above written.

# **SIGNED SEALED AND DELIVERED** by

the **VENDORS** at Kolkata in the presence

of:

1.

2.

#### SIGNATURE OF THE VENDORS

# **SIGNED SEALED AND DELIVERED** by the **DEVELOPER** at Kolkata in the presence of:

1.

2.

**SIGNATURE OF THE DEVELOPER** 

**SIGNED SEALED AND DELIVERED** by the **PURCHASER** at Kolkata in the presence of:

1.

**SIGNATURE OF THE PURCHASER** 

**DRAFTED BY:** 

High Court, Calcutta.			
Enl. No.			
<b>RECEIVED</b> from the	within named	PURCHASER the within mention	oned sum of <b>Rs.</b>
00,00,000/- (Rupees		) only by way of total co	onsideration money
as per Memo below :-			
	MEMO O	F CONSIDERATION	
Cheque No.	Date	Bank & Branch Name	Amount
			•
		Total	Rs.00,00,000/-
(Rupees	) only		
SIGNATURE OF THE V			
1.			
2.			
		SIGNATURE OF	THE DEVELOPER
Identified by:			

Advocate

Name:				
Son of				
by Faith	, Occupat	ion:		
Residing at –		_, P.O	 P.S	
Kolkata	, District:_			