

DEED OF CONVEYANCE

THIS DEED OF CONVEYANCE is made on this the Day of Two Thousand and Twenty (2020).

BETWEEN

(1) SRI NITYANANDA MAZUMDER (PAN NO. AEZPM5824P), son of Late Rajendra Nath Mazumder, by Faith – Hindu, by occupation – Service, by Nationality – Indian, residing at 43, P.C. Mitra Road, P.O. Italgacha, P.S. Dum Dum, Kolkata – 700 079, District- North 24 Parganas, West Bengal, **(2) SRI BIDYUT MAZUMDER (PAN NO. AIQPM3116P)**, son of Late Monoranjan Mazumder alias Sunil Majumder, by Faith – Hindu, by occupation – Business, by Nationality – Indian, **(3) SMT. SANCHITA MAJUMDER (PAN NO. AIQPM3116P)**, daughter of Late Monoranjan Mazumder alias Sunil Majumder, by Faith – Hindu, by occupation – Business, by Nationality – Indian, Sl No. 2 & 3 are residing at 42, P.C. Mitra Road, P.O. Italgacha, P.S. Dum Dum, Kolkata – 700 079, District- North 24 Parganas, West Bengal, **(4) SMT. MUN MUN DAS (PAN NO. ATOPD4221F)**, wife of Nikilesh Das, daughter of Late Monoranjan Mazumder alias Sunil Majumder, by Faith – Hindu, by occupation – Housewife, by Nationality – Indian, residing at 17, Garden Road, Haltu, P.O. Haltu, P.S. Garpha, Kolkata - 700078, West Bengal, **(5) SMT. BASANTI GHOSH ALIAS BASANTI RANI GHOSH (PAN NO. BBIPG5628J)**, wife of Late Alope Kumar Ghosh, by Faith – Hindu, by occupation – Housewife, by Nationality – Indian, residing at 66, Gopeswer Mandir Lane, Badra Baroari Tala, P.O. Italgacha, P.S. Dum Dum, Kolkata – 700 079, District – North 24 Parganas, West Bengal, **(6) SRI SWADESH RANJAN RAY (PAN NO. AWKPR6588C)**, son of Late Amaresh Chandra Ray, by Faith – Hindu, by occupation – Business, by Nationality – Indian, residing at 65, Gopeswer Mandir Lane, Badra Baroari Tala, P.O. Italgacha, P.S. Dum Dum, Kolkata – 700 079, District – North 24 Parganas, West Bengal, hereinafter called and referred to as the **OWNERS/VENDORS** (which terms and expressions shall unless excluded by or repugnant to the subject or context be deemed to mean and include their heirs, successors, executors, administrators, representatives and assigns) of the **FIRST PART**. The Owners herein are duly represented by their constituted attorney, namely, **RAINBOW CONSTRUCTION, (PAN NO- AAMFR0335D)**, a Partnership Firm, having its registered office at 2 No. Tarun Sen Pally Lane, P.O. Italgacha, P.S. Dum Dum, Pin – 700 079, District – North 24 Parganas, West Bengal, represented by its Partners namely, **(1) SRI SANDIP HALDER (PAN NO- ABBPH9876K) (ADHAAR NO. 635002262629)**, son of Late Motilal Halder, by religion- Hindu, by Occupation- Business, by Nationality- Indian, residing at Badra, Ghosh Bagan, Post Office – Italgacha, Police Station – Dum Dum, District – North 24 Parganas, Kolkata – 700079, West Bengal, **(2) SRI SHAMVU PAL (PAN NO- ANJPP5643A) (ADHAAR NO. 255290971516)**, son of Late Benimadhab Paul, by religion- Hindu, by Occupation- Business, by Nationality- Indian, residing at Badra, Tinpukur, Post Office –

Italgacha, Police Station – Dum Dum, District – North 24 Parganas, Kolkata – 700079, West Bengal, by virtue of registered Development Power of Attorney after registered Development Agreement dated 29th Day of July, 2019 which was duly registered before the office of the Additional District Sub Registrar at Cossipore, Dum Dum and recorded in Book No. I, Volume No. 1506-2019, Pages from 322669 to 322687, Being No. 150606759 for the year 2019 and registered Development Power of Attorney after registered Development Agreement dated 29th Day of July, 2019 which was duly registered before the office of the Additional District Sub Registrar at Cossipore, Dum Dum and recorded in Book No. I, Volume No. 1506-2019, Pages from 323121 to 323145, Being No. 150606760 for the year 2019 and registered Development Power of Attorney after registration of Development Agreement dated 25th Day of September, 2019 which was duly registered before the office of the Additional District Sub Registrar at Cossipore, Dum Dum and recorded in Book No. I, Volume No. 1506-2019, Pages from 426422 to 426435, Being No. 150608849 for the year 2019 and registered Development Power of Attorney after registration of Development Agreement dated 25th Day of September, 2019 which was duly registered before the office of the Additional District Sub Registrar at Cossipore, Dum Dum and recorded in Book No. I, Volume No. 1506-2019, Pages from 426436 to 426449, Being No. 150608850 for the year 2019 respectively.

AND

RAINBOW CONSTRUCTION, (PAN NO- AAMFR0335D), a Partnership Firm, having its registered office at 2 No. Tarun Sen Pally Lane, P.O. Italgacha, P.S. Dum Dum, Pin – 700 079, District – North 24 Parganas, West Bengal, represented by its Partners namely, **(1) SRI SANDIP HALDER (PAN NO- ABBPH9876K) (ADHAAR NO. 635002262629)**, son of Late Motilal Halder, by religion- Hindu, by Occupation- Business, by Nationality- Indian, residing at Badra, Ghosh Bagan, Post Office – Italgacha, Police Station – Dum Dum, District – North 24 Parganas, Kolkata – 700079, West Bengal, **(2) SRI SHAMVU PAL (PAN NO- ANJPP5643A) (ADHAAR NO. 255290971516)**, son of Late Benimadhab Paul, by religion- Hindu, by Occupation- Business, by Nationality- Indian, residing at Badra, Tinpukur, Post Office – Italgacha, Police Station – Dum Dum, District – North 24 Parganas, Kolkata – 700079, West Bengal, hereinafter called as the **“DEVELOPER/CONFIRMING PARTY”** (which terms or expression shall unless excluded by or repugnant to the contexts be deemed to mean include their heirs, executors, administrators, legal representatives and assigns) of the **SECOND PART.**

AND

[if the Allottee is a company]

For RAINBOW CONSTRUCTION

Shamvu Paul
Partner

_____ (CIN No.) a company incorporated under the provisions of the Companies Act, [1956 or the Companies Act, 2013 as the case may be], having its registered office at _____ (PAN No. _____) represented by its authorized signatory, (Aadhaar No. _____) duly authorized vide board resolution dated _____, hereinafter referred to as the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, and permitted assigns.)

[OR]

[if the Allottee is a Partnership]

_____ a partnership firm registered under the Indian Partnership Act, 1932 having its principal place of business at _____ PAN No. _____, represented by its authorized partner _____ (Aadhaar No. _____) duly authorized vide _____ hereinafter referred to as the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the partners or partner for the time being of the said firm, the survivor or survivors of them and their heirs, executors and administrators of the last surviving partner and his/her/their assigns).

[OR]

[if the Allottee is an Individual]

Mr./Ms. _____ (Aadhaar No. _____) son/ daughter of _____ aged about _____ residing at _____ (PAN No. _____) hereinafter called the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assigns).

[OR]

[if the Allottee is a HUF]

Mr. _____ (Aadhaar No. _____) son of _____ aged about _____ for self and as the Karta of the Hindu Joint Mitakshara Family known as HUF, having its place of business / residence at _____ (PAN No. _____) hereinafter referred to as the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean the members or member for the time being of the said HUF, and their respective heirs, executors, administrators and permitted assigns) of the **THIRD PART.**

WHEREAS :

- A. One Jharna Dey by a registered Deed of Conveyance registered at the office of Sub-Registrar Cossipore, Dum Dum and recorded in Book No. 1, Volume No. 119, Pages from 173 to 175, Being No. 6340 for the year 1973 purchased 2 Cottah, 8 Chittack of land from one Biplop Kumar Chakraborty at Mouza – Badra, P.S. Dum Dum, at Dag No. 469, Khatian No. 91.
- B. While seized and possessed well and sufficiently entitled to the said Jharna Dey constructed a building on a portion of said property.
- C. Said Jharna Dey executed a registered Deed of Settlement registered at the office of Sub-Registrar Cossipore, Dum Dum and recorded in Book No. 1, Being No. 3172 for the year 1986, wherein she bequeathed the said property in favour of Nityananda Majumder and Ananda Mohan Majumder.
- D. Said Jharna Dey by a registered Deed of Revocation of Settlement registered at the office of Sub-Registrar at Cossipore, Dum Dum and recorded in Book No. I, Being No. 5864 for the year 1989 revoked the said deed of Settlement.
- E. Said Jharna Dey again executed a Deed of Settlement registered at the office of Sub-Registrar Cossipore, Dum Dum and recorded in Book No. 1, Volume No. 125, Pages from 219 to 224, Being No. 5865 for the year 1989, wherein she bequeathed 1 Cottah, 36 Sq. Ft. of land at Mouza Badra, P.S. Dum Dum, at Dag No. 469, Khatian no. 91 in favour of Nityananda Mazumder.
- F. In the meantime said Jharna Dey died and in terms of the said Deed of Settlement, Nityananda Mazumder become the owner of 1 Cottah, 36 Sq. ft. of land at Mouza – Badra, P.S. Dum Dum, at Dag No. 469, Khatian no. 91.
- G. By virtue of a registered Deed of Conveyance which was duly registered at the office of Sub Registrar at Cossipore, Dum Dum and recorded in Book No. 1, Volume No. 125, Pages from 349 to 356, Being No. 5880 for the year 1989, the said Jharna Dey sold and transferred and conveyed All that piece and parcel of land admeasuring 1 Cottah, 7 Chittack, 9 Sq. ft. at Mouza – Badra, P.S. Dum Dum, at Dag No. 469, Khatian No. 91, for a valuable consideration mentioned therein unto and in favour of Nityananda Majumder absolute and forever.
- H. Thus, by virtue of registered Deed of Settlement, Being No. 5865 for the year 1989 and Deed of Conveyance, Being No. 5880 for the year 1989, the said Nityananda Mazumder,

the Owner No. 1 herein become the absolute lawful owner of land admeasuring 2 Cottah, 8 Chittack lying and situated at Mouza – Badra, J.L. No. 9, R.S. No. 74, Touzi No. 1163, P.S. Dum Dum, at Dag No. 469, Khatian No. 91 and thereafter the said Nityananda Mazumder duly mutated his name in the Assessment Records of the Dum Dum Municipality as lawful owner in respect of the aforesaid property and got Municipal Holding No. 43, P.C. Mitra Road, Kolkata – 700079, under Ward No. 1 and is paying municipality taxes, rents, khajnas and other outgoings to the competent authority on regularly basis.

- I. One Manil Lal Paul was the owner of 87 Decimal of land at Mouza – Badra, P.S. Dum Dum, at Dag No. 469, Khatian No. 91.
- J. Said Manik Lal Paul died intestate leaving his sons Payodhi Kumar Paul, Jaladhi Kumar Paul, Baridhi Kumar Paul and wife Indu Bala Paul to inherit the property left by him.
- K. Said Baridhi Kumar Paul died intestate as bachelor leaving behind his mother namely, Indu Bala Paul.
- L. Said Payodhi Kumar Paul & others by a registered Deed of Partition partitioned their joint property and determined their respective share and the same was duly registered with the office of Sub-Registrar at Cossipore, Dum Dum and recorded in Book No. 1, Being No. 255 for the year 1944.
- M. By virtue of the said Partition Payodhi Kumar Paul became the absolute owner of land admeasuring 6 Cottah, 4 Chittack, 32 Sq. Ft. at Mouza – Badra, P.S. Dum Dum, at Dag No. 469, Khatian No. 91 along with others land.
- N. Said Payodhi Kumar Paul by a registered Deed of Conveyance registered at the office of Sub-Registrar at Cossipore, Dum Dum and recorded in Book No. 1, Volume No. 53, Pages from 42 to 45, Being No. 3042 for the year 1967 sold, transferred and conveyed all that a piece and parcel of land admeasuring 2 Cottah, 9 Chittack, at Mouza – Badra, P.S. Dum Dum, at Dag No. 469, Khatian No. 91, unto and in favour of Sandhya Rani Mazumder.
- O. Said Payodhi Kumar Paul by a registered Deed of Conveyance which was duly registered at the office of Sub-Registrar at Cossipore, Dum Dum and recorded in Book No. 1, Volume No. 78, Pages from 247 to 250, Being No. 5489 for the year 1966, sold, transferred and conveyed all that piece and parcel of land admeasuring unto and in favour of Bilop Kumar Chakraborty.

- P. Said Bilop Kumar Chakraborty by a registered Deed of Conveyance which was duly registered at the office of Sub-Registrar at Cossipore, Dum Dum and recorded in Book No. 1, Volume No. 123, Pages from 56 to 58, Being No. 6338 for the year 1973 sold, transferred conveyed all that a piece and parcel of land admeasuring 4 Chittack, 32 Sq. Ft. unto and in favour of Sandhya Rani Mazumder.
- Q. In the manner as stated above, by virtue of registered Deed of Conveyance, Being No. 3042 and registered Deed of Conveyance, Being No. 6338 for the year 1973, the said Sandhya Rani Mazumder became the absolute lawful owner in respect of piece and parcel of land admeasuring 2 Cottah, 13 Chittack, 32 Sq. Ft. more or less and thereafter said Sandhya Rani Mazumder mutated her name in the Assessment Records of the Dum Dum Municipality as lawful owner of the aforesaid property and got municipal Holding No. 42, P.C. Mitra Road, P.S. Dum Dum, Kolkata – 700079, under Ward No. 1 and was paying the municipal rent, taxes and khajnas to the competent authority on regular basis.
- R. While seized, possessed otherwise well and sufficiently entitled to the aforesaid property, said Sandhya Rani Mazumder died intestate leaving behind her son Bidyut Mazumder and two daughters namely, Sanchita Majumder and Mun Mun Das as her legal heir, heiresses and successors in accordance to Hindu Succession Act, 1956.
- S. Thus, by way of inheritance, said Bidyut Mazumder, Sanchita Majumder and Mun Mun Das, the Owner No. 2, 3 & 4 respectively become the absolute joint owners in respect of said piece and parcel of land admeasuring 2 Cottah, 13 Chittack, 32 Sq. Ft. more or less, lying and situated at Mouza – Badra, J.L No. 9, comprised in Dag No. 469, Khatian No. 91, at Holding No. 42, P.C. Mitra Road, P.S. Dum Dum, Kolkata – 700079, District – North 24 Parganas, under Ward No. 1, within the limit of the Dum Dum Municipality, free from all sorts of encumbrances, charges, liens, lispensens etc.
- T. One Chabdar Ali Mondal, son of Late Ainuddin Mondal of Manikpur, P.S. Dum Dum, District – 24 Parganas was the recorded owner in respect of All That piece and parcel of land measuring an area of 2 Cottahs, 8 Chittacks, 14 Sq. Ft. be the same a little more or less including road, being Plot No. 5, comprised in Dag No. 513, under Khatian No. 24, at Mouza – Badra, J.L. No. 9, R.S. No. 74, Touzi No. 1163, P.S. Dum Dum, District – 24 Parganas now known as North 24 Parganas, free from all sorts of encumbrances, charges, liens, lisdences etc.
- U. By virtue of a registered Deed of Conveyance (Bengali Saf Bikray Kobala) dated 25.02.1982 which was duly registered with the office of the Sub Registrar at Cossipore,

Dum Dum and recorded in Book No. 1, Volume No. 100, Pages from 199 to 220, Being No. 2988 for the year 1982, said Chabdar Ali Mondal sold, transferred and conveyed ALL THAT piece and parcel of land admeasuring 2 Cottah, 8 Chittack, 14 Sq. ft. be the same a little more or less including road lying and situated at Mouza – Badra, J.L. No. 9, R.S. No. 74, Touzi No. 1163, Dag No. 513, under Khatian No. 24, P.S. Dum Dum, District – 24 Parganas now known as North 24 Parganas, at and/or for valuable consideration mentioned therein, unto and in favour of Basanti Ghosh alias Basanti Rani Ghosh absolute and forever.

- V. In the manner as stated above, by virtue of Deed of Conveyance (Bengali Saf Bikray Kobala) dated 25.02.1982, Being No. 2988 for the year 1982, said Basanti Ghosh alias Basanti Rani Ghosh, the Owner No. 5 herein become the sole and absolute lawful owner in respect of the said piece and parcel of land admeasuring 2 Cottah, 8 Chittack, 14 Sq. Ft. more or less including road and thereafter the said Owner No. 5 herein duly mutated her name in the Assessment Records of the Dum Dum Municipality as lawful owner in respect of the aforesaid property and got municipal Holding No. 66, Gopeswar Mandir Lane (Badra), Kolkata – 700 079, under Ward No. 01, and is paying taxes, rent, khajnas to the competent authority regularly time to time and also constructed a structure thereon at her own costs and expenses.
- W. One Chabdar Mondal, Moinuddin Mondal, Cholanama Mondal, Mayur Jan Bibi, Akhosjan Bibi became the owners of two plots of land out of which one plot measuring an area of .60 Decimal more or less, lying and situated at Mouza – Badra, J.L. No. 9, R.S. No. 74, Touzi No. 1163, comprised in Dag Nos. 467 and 468, under Khatian No. 23, P.S. Dum Dum, District 24 Parganas now known as North 24 Parganas and another plot of land measuring an area of .24 Decimal more or less, lying and situated at Mouza – Badra, J.L. No. 9, R.S. No. 74, Touzi No. 1163, comprised in Dag No. 513, under Khatian No. 24, P.S. Dum Dum, District 24 Parganas now known as North 24 Parganas by virtue of inheritance and at the time of enjoying the said property Revisional Settlement was introduced and their names had been recorded in Revisional Settlement.
- X. With a view to enjoy the said properties in demarcated way, the said Chabdar Mondal and others amicably partitioned the said property by virtue of one Deed of Partition dated 05.02.1958 which was duly registered with the office of Sub-Registrar at Cossipore, Dum Dum and recorded in Book No. 1, Volume No. 16, Pages 108 to 120, Being No. 730 for the year 1958.
- Y. In terms of said Deed of Partition, the said Chabdar Mondal owned and acquired a portion of the said property measuring .41 Decimal more or less comprised in Dag No.

- 468, under Khatian No. 23 and another plot of land measuring 12 Decimal comprised in Dag No. 513, under Khatian No. 24, which was morefully mentioned in the Schedule 'GA' in the said Deed of Partition and was seized and possessed of the same free from all encumbrances.
- Z. While seized and possessed of the same the said Chabdar Mondal divided the said property into several small plots of and sold, transferred and conveyed a plot of land measuring an area of 1 Cottah, 7 Chittack, 5 Sq. ft. more or less including road being Plot No. 3, comprised in Dag No. 513 unto and in favour of one Sri Tara Shankar Chatterjee (Chattopadhyay) by virtue of one Deed of Sale dated 04.03.1982 which was duly registered at the office of the Sub Registrar at Cossipore, Dum Dum and recorded in Book No. 1, Volume No. 101, Pages from 239 to 251, Being No. 2132 for the year 1982, against the valuable consideration mentioned thereon.
- AA. While seized and possessed of the same the said Tara Shankar Chatterjee (Chattopadhyay) died Intestate on 14.02.2006 leaving behind him surviving his wife Smt. Suchitra Chatterjee and two daughters namely, Smt. Patralekha Nath (Chatterjee) and Tanaya Chatterjee as his legal heiresses and successors to his estate and accordingly after demise of said Tara Shankar Chatterjee (Chattopadhyay) his aforesaid legal heiresses and successors became the joint owner of the said land measuring an area of 1 Cottah, 7 Chittack, 5 Sq. Ft. more or less being Plot No. 3 by virtue of inheritance and in terms of Hindu Succession Act, 1956 and jointly seized and possessed of the same free from all sorts of encumbrances.
- BB. While seized and possessed of the same the said Smt. Suchitra Chatterjee, Smt. Patralekha Nath (Chatterjee) and Smt. Tanaya Chatterjee collectively sold, transferred and conveyed the said land measuring an area of 1 Cottah, 7 Chittack, 5 Sq. Ft. more or less being Plot No. 3 together with structure standing thereon, comprised in Dag No. 513, under Khatian No. 24 unto and in favour of Swadesh Ranjan Roy, by virtue of a registered Deed of Conveyance (Bengal Saf Bikray Kobala) dated 29.10.2020 which was duly registered with the office of the District Sub Registrar-I, North 24 Parganas and recorded in Book No. 1, CD Volume No. 21, Pages from 2331 to 2346, Being No. 06716 for the year 2010 against valuable consideration mentioned therein.
- CC. In the manner as stated above, by virtue of Deed of Conveyance (Bengal Saf Bikray Kobala) dated 29.10.2020, Being No. 06716 for the year 2010, said Swadesh Ranjan Roy, the Owner No. 6 herein become the sole and absolute lawful owner in respect of land measuring an area of 1 Cottah, 7 Chittack, 5 Sq. Ft. more or less and thereafter said Owner No. 6 herein duly mutated his name in record of rights and obtained L.R.

Khatian No. 884 under L.R. Dag No. 513 as well as he also mutated his name in the Assessment Records of the Dum Dum Municipality as lawful owner in respect of the aforesaid property and got municipal Holding No. 65, Gopeswar Mandir Lane (Badra), P.S. Dum Dum, Kolkata – 700079, under Ward No. 1, within the limit of the Dum Dum Municipality and is paying rent, taxes and khajnas to the competent authority regularly time to time.

- DD. The Owners herein for the purpose of development and construction of a multi-storied building upon their respective plots of land, has amalgamated their adjoining four plots of land into a single plot of land admeasuring 9 Cottah, 5 Chittack, 5 Sq. ft. but as per physical measurement 8 Cottah, 5 Chittack, 40 Sq. Ft. and obtained a new amalgamated Holding No. 42, P.C. Mitra Road, under Ward No. 1, from the Dum Dum Municipality.
- EE. The Owners herein are searching of the reputed Promoter/developer who is capable to complete the construction work of building and having come to know the aforesaid intention of the Owners herein, the party hereto of the Other Part i.e. the Developer/Promoter herein have also expressed their desire before the Owners herein to take up the task of development of the said Land which is morefully and particularly described in the First Schedule hereunder written in accordance with the Sanction of Plan obtained from the Dum Dum Municipality.
- FF. Accordingly, The Owner No. 1 and 2, 3 & 4 and 5 and 6 herein entered into four separate registered Development Agreement dated 29th Day of July, 2019 and dated 29th Day of July, 2019 and 25th Day of September, 2019 and dated 25th Day of September, 2019 respectively with **RAINBOW CONSTRUCTION, (PAN NO- AAMFR0335D)**, a Partnership Firm, having its registered office at 2 No. Tarun Sen Pally Lane, P.O. Italgacha, P.S. Dum Dum, Pin – 700 079, District – North 24 Parganas, West Bengal, represented by its Partners namely, **(1) SRI SANDIP HALDER (PAN NO- ABBPH9876K) (ADHAAR NO. 635002262629)**, son of Late Motilal Halder, by religion- Hindu, by Occupation- Business, by Nationality- Indian, residing at Badra, Ghosh Bagan, Post Office – Italgacha, Police Station – Dum Dum, District – North 24 Parganas, Kolkata – 700079, West Bengal, **(2) SRI SHAMVU PAL (PAN NO- ANJPP5643A) (ADHAAR NO. 255290971516)**, son of Late Benimadhab Paul, by religion- Hindu, by Occupation- Business, by Nationality- Indian, residing at Badra, Tinpukur, Post Office – Italgacha, Police Station – Dum Dum, District – North 24 Parganas, Kolkata – 700079, West Bengal .i.e. the Promoter/Developer herein for the purpose of development and construction of a multi-storied building upon the said land more fully described in the First Schedule hereunder written under certain terms and condition contained therein and all documents were duly registered before the Office of

the Additional District Sub Registrar at Cossipore, Dum Dum and (i) recorded Book No. I, Volume No. 1506-2019, Pages from 322334 to 322362, Being No. 150606748 for the year 2019 (ii) recorded in Book No. I, Volume No. 1506-2019, Pages from 322363 to 322397, Being No. 150606749 for the year 2019 and (iii) recorded in Book No. I, Volume No. 1506-2019, Pages from 424376 to 424399, Being No. 150608791 for the year 2019 and (iv) Book No. I, Volume No. 1506-2019, Pages from 424923 to 424948, Being No. 150608805 for the year 2019.

- GG. For proper implementation of development work, the Owner No. 1 and 2, 3 & 4 and 5 and 6 herein subsequently executed four separate registered Development Power of Attorney after registered Development Agreement dated 29th Day of July, 2019 and Development Power of Attorney after registered Development Agreement dated 29th Day of July, 2019 and Development Power of Attorney after registration of Development Agreement dated 25th Day of September, 2019 and Development Power of Attorney after registration of Development Agreement dated 25th Day of September, 2019 in favour of **RAINBOW CONSTRUCTION, (PAN NO- AAMFR0335D)**, a Partnership Firm, having its registered office at 2 No. Tarun Sen Pally Lane, P.O. Italgacha, P.S. Dum Dum, Pin – 700 079, District – North 24 Parganas, West Bengal, represented by its Partners namely, **(1) SRI SANDIP HALDER (PAN NO- ABBPH9876K) (ADHAAR NO. 635002262629)**, son of Late Motilal Halder, by religion- Hindu, by Occupation- Business, by Nationality- Indian, residing at Badra, Ghosh Bagan, Post Office – Italgacha, Police Station – Dum Dum, District – North 24 Parganas, Kolkata – 700079, West Bengal, **(2) SRI SHAMVU PAL (PAN NO- ANJPP5643A) (ADHAAR NO. 255290971516)**, son of Late Benimadhab Paul, by religion- Hindu, by Occupation- Business, by Nationality- Indian, residing at Badra, Tinpukur, Post Office – Italgacha, Police Station – Dum Dum, District – North 24 Parganas, Kolkata – 700079, West Bengal and all documents were registered before the office of the Additional District Sub Registrar at Cossipore, Dum Dum and (i) recorded in Book No. I, Volume No. 1506-2019, Pages from 322669 to 322687, Being No. 150606759 for the year 2019, (ii) recorded in Book No. I, Volume No. 1506-2019, Pages from 323121 to 323145, Being No. 150606760 for the year 2019, (iii) recorded in Book No. I, Volume No. 1506-2019, Pages from 426422 to 426435, Being No. 150608849 for the year 2019, (iv) recorded in Book No. I, Volume No. 1506-2019, Pages from 426436 to 426449, Being No. 150608850 for the year 2019 respectively.

- HH. Thereafter as per terms and conditions of four Development Agreements and four Development Power after registered Development Agreement the Developer herein constructed Ground plus storied Building according to the sanctioned Plan being

Plan No. **PWD/Plan-G+IV/296/2020-21** dated **18.05.2020** issued by the Dum Dum Municipality upon the said piece and parcel of land measuring about 9 Cottah, 5 Chittack, 5 Sq. ft. more or less but as per physical measurement 8 Cottah, 5 Chittack, 40 Sq. Ft. more or less (herein after referred to as the said Premises) morefully and particularly described in the FIRST SCHEDULE hereunder written.

- II. As per the allocation and/or allotment of Development Agreements, 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.
- JJ. The Developer has registered the Project under the provisions of the Act with the West Bengal Housing Industry Regulatory Authority at **KOLKATA** on under **registration no.**
- KK. 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 in complete and habitable condition in all manner whatsoever lying and situated at Holding No. 42 & 43, P.C. Mitra Road and 65 & 66, Gopeswar Mandir Lane (Badra) after amalgamation new Holding No. 42, P.C. Mitra Road, Kolkata – 700079, P.S. Dum Dum, District – North 24 Parganas, under Ward No. 1, within the limit of the Dum Dum Municipality, hereinafter 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.
- LL. By an Agreement for Sale dated the Owners 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 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 Holding No. 42 & 43, P.C. Mitra Road and 65 & 66, Gopeswar Mandir Lane (Badra) after amalgamation new Holding No. 42, P.C. Mitra Road, Kolkata – 700079, P.S. Dum Dum, District – North 24 Parganas, under Ward No. 1, within the limit of the Dum Dum Municipality 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 herein 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 Holding No. 42 & 43, P.C. Mitra Road and 65 & 66, Gopeswar Mandir Lane (Badra) after amalgamation new Holding No. 42, P.C. Mitra Road, Kolkata – 700079, P.S. Dum Dum, District – North 24 Parganas, under Ward No. 1, within the limit of the Dum Dum Municipality 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 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 herein and Developer doth hereby covenants with the PURCHASER that:-

1. The Owners 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 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 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 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 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, 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 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 land admeasuring 9 Cottah, 5 Chittack, 5 Sq. ft. more or less but as per physical measurement 8 Cottah, 5 Chittack, 40 Sq. Ft. more or less comprised in Dag Nos. 469, 513, under Khatian No. 91, 24, lying and situated at Mouza – Badra, J.L. No. 9, R.S. No. 74, Touzi No. 1163, at Holding No. 42 & 43, P.C. Mitra Road and 65 & 66, Gopeswar Mandir Lane (Badra) after amalgamation new Holding No. 42, P.C. Mitra Road, Kolkata – 700079, P.S. Dum Dum, District – North 24 Parganas, under Ward No. 1, within the limit of the Dum Dum Municipality, under the jurisdiction of A.D.S.R. Cossipore, Dum Dum, and the same is Butted and Bounded as follows:

ON THE NORTH	:	BY
ON THE SOUTH	:	BY
ON THE EAST	:	BY
ON THE WEST	:	BY

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 "**BELASESHE APARTMENT**", measuring an area of **Square Feet super built up area** consisting of (.....) Bed Rooms, 1 (One) Drawing-cum-Living Room, 1 (One) Kitchen, ... (.....) Toilet and (.....) Balcony together with common areas, benefits, facilities, amenities and others thereof together with undivided proportionate share of land at Holding No. 42 & 43, P.C. Mitra Road and 65 & 66, Gopeswar Mandir Lane (Badra) after amalgamation new Holding No. 42, P.C. Mitra Road, Kolkata - 700079, P.S. Dum Dum, District - North 24 Parganas, under Ward No. 1, within the limit of the Dum Dum Municipality.

THE THIRD SCHEDULE ABOVE REFERRED TO:

(Common Parts and Facilities)

1. The open space means open area in front of the building and other sides of the building, covered space, electrical, plumbing, sanitary and other installations of common utility and other common parts.
2. Maintenance, gate, boundary walls, stair case, Lift, roof, landings, lobbies, passages, stair case room, underground, overhead water tank, pipe lines, drainage, sewers, septic tank, rain water pipe, supply of water for 24 hours, fixtures, fittings, water pump, motor, pump room and lighting of common areas, common meter.
3. The right of passage in common as aforesaid gas, telephone, if there by any electricity, water from and to the said flat through pipes, drains, wires and conduits.
4. The entire land or space lying vacant within the said premises.

THE FOURTH SCHEDULE ABOVE REFERRED TO:

(COMMON EXPENSES)

1. Maintenance and upkeep of lift, staircase, landing, passages, common pathways and roof of the building.
2. Painting on common areas in the interior and exterior of the building.
3. Maintenance for electrical lines, water lines, soil pipe, under ground water reservoir, overhead reservoir, septic chamber and all outside drain of the building.
4. Maintenance for motor and pump and security of the same

For RAINBOW CONSTRUCTION
G. M. P. P. P.

5. Salary of the care taking staff, security, electrician plumber, sweeper etc.

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.

For RAINBOW CONSTRUCTION

Shamshu Paul

Partner

SIGNATURE OF THE DEVELOPER

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

- 1.

SIGNATURE OF THE PURCHASER

DRAFTED BY:

Advocate

High Court, Calcutta.

Enl. No.

RECEIVED from the within named PURCHASER the within mentioned sum of **Rs. 00,00,000/-**
(Rupees.....) only by way of total consideration money as per Memo below
 :-

MEMO OF CONSIDERATION

Cheque No.	Date	Bank & Branch Name	Amount
------------	------	--------------------	--------

Total Rs.00,00,000/-

(Rupees.....) only

SIGNATURE OF THE WITNESS

1.

2.

For RAINBOW CONSTRUCTION
Shamov Patel
 Partner

SIGNATURE OF THE DEVELOPER

Identified by:

Name: _____

Son of _____

by Faith- _____, Occupation: _____

Residing at - _____, P.O. _____, P.S. _____

Kolkata- _____, District: _____