

DEED OF CONVEYANCE

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

BETWEEN

(1) SRI SWAPAN CHAKRABORTY (PAN NO. AHLPC8814G) (AADHAR NO. 3494 3243 6090), by occupation – Retired Person, residing at 94, Baguiati Third Lane, Post Office and Police Station – Dum Dum, Kolkata – 700028, District- North 24 Parganas, West Bengal, **(2) SRI TAPAN KUMAR CHAKRABORTY alias TAPAN CHAKRABORTY (PAN NO. ACFPC3212K) (AADHAR NO. 8591 0139 2121)**, by occupation – Retired Person, residing at 22/F/3, Aswini Dutta Road, Post Office and Police Station – Dum Dum, Kolkata – 700028, District- North 24 Parganas, West Bengal, **(3) SRI ANATH BANDHU CHAKRABORTY (PAN NO. AZNPC5048G) (AADHAR NO. 7552 4552 4652)**, by occupation – Self Employed, **(4) SRI BIPLAB CHAKRABORTY alias SRI BIPLOB CHAKRABORTY (PAN NO. AZNPC5048G) (AADHAR NO. 7552 4552 4652)**, by occupation – Service, **(5) SRI KALYAN CHAKRABORTY (PAN NO. AFIPC2284H) (AADHAR NO. 2974 1824 8060)**, by occupation – Service, **(6) SRI BIDYUT CHAKRABORTY (PAN NO. ALBPC0275F) (AADHAR NO. 6652 6790 7424)**, by occupation – Service, Sl. No. 3 to 6 all are residing at 94, Baguiati Third Lane, Post Office and Police Station – Dum Dum, Kolkata – 700028, District- North 24 Parganas, West Bengal, Sl. No. 1 to 6 all are sons of Late Durga Kanta Chakraborty alias Late Sukumar Chakraborty and Late Maha Maya Chakraborty alias Late Maya Rani Chakraborty **(7) SRIMATI PUTUL MUKHERJEE (PAN NO. CJTPM0173J) (AADHAR NO. 8264 1059 3393)**, wife of Sri Shyamal Mukherjee, by occupation – Housewife, residing at Rabindra Nagar, Post Office & Police Station – Chakdaha, District – Nadia, PIN – 741 222, West Bengal, **(8) SRIMATI KALYANI CHAKRABORTY (PAN NO. ASJPC9702G) (AADHAR NO. 2776 0068 4781)**, wife of Sri Ram Krishna Chakraborty, by occupation – Housewife, residing at 96/1, Nainan Para Lane, Post Office and Police Station – Baranagar, Kolkata – 700036, District- North 24 Parganas, West Bengal, Sl. No. 7 & 8 both are daughters of Late Durga Kanta Chakraborty alias Late Sukumar Chakraborty and Late Maha Maya Chakraborty alias Late Maya Rani Chakraborty and **(9) SRIMATI RINA CHAKRABORTY (PAN NO. BPAPC9910F) (AADHAR NO. 4409 2230 8061)**, daughter of Megh Lal Chakraborty, wife of Late Nanda Chakraborty and daughter-in-law of Late Durga Kanta Chakraborty alias Late Sukumar Chakraborty and Late Maha Maya Chakraborty alias Late Maya Rani Chakraborty, by occupation – Housewife, residing at 94, Baguiati Third Lane, Post Office and Police Station – Dum Dum, Kolkata – 700028, District- North 24 Parganas, West Bengal, all by faith Hindu, by Nationality – Indian, 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,

Aishwary Saha

Partner

successors, executors, administrators, representatives and assigns) of the **FIRST PART.** The Owners/Vendors herein are duly represented by their constituted attorney, namely, **M/S. SHREE DURGA CONSTRUCTION, (PAN NO- ADOFS3444F)**, a Partnership Firm, having its principal of business at 94, L.M. Ghosh Street, P.O. Krishnnaagar, P.S., Pin - 741101, District - Nadia and City Office at Asha Kutir at 27-A (Old) 65 (New), Baguiati Road, Post Office and Police Station - Dum Dum, District - North 24 Parganas, Kolkata - 700028, represented by its one of the Partner and authorized signatory namely, **SRI AVISHEK SAHA (PAN NO- AZSPS7282B) (Aadhaar No. 2549 0595 7409)**, son of Sri Debdas Saha, by religion Hindu, by Occupation Business, by Nationality- Indian, residing at Kamini Kutir at 48 (Old) 27 (New), Baguiati Road, Post Office and Police Station - Dum Dum, District - North 24 Parganas, Kolkata - 700028, by virtue of registered Development Power after registered Development Agreement dated 1st Day of November, 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 464893 to 464928, Being No. 150609800 for the year 2019.

AND

M/S. SHREE DURGA CONSTRUCTION, (PAN NO- ADOFS3444F), a Partnership Firm, having its principal of business at 94, L.M. Ghosh Street, P.O. Krishnnaagar, P.S., Pin - 741101, District - Nadia and City Office at Asha Kutir at 27-A (Old) 65 (New), Baguiati Road, Post Office and Police Station - Dum Dum, District - North 24 Parganas, Kolkata - 700028, represented by its one of the Partner and authorized signatory namely, **SRI AVISHEK SAHA (PAN NO- AZSPS7282B) (Aadhaar No. 2549 0595 7409)**, son of Sri Debdas Saha, by religion Hindu, by Occupation Business, by Nationality- Indian, residing at Kamini Kutir at 48 (Old) 27 (New), Baguiati Road, Post Office and Police Station - Dum Dum, District - North 24 Parganas, Kolkata - 700028, 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]

_____ (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

SHREE DURGA CONSTRUCTION

Avishek Saha
Partner

successors, executors, administrators, representatives and assigns) of the **FIRST PART**. The Owners/Vendors herein are duly represented by their constituted attorney, namely, **M/S. SHREE DURGA CONSTRUCTION, (PAN NO- ADOFS3444F)**, a Partnership Firm, having its principal of business at 94, L.M. Ghosh Street, P.O. Krishnaagar, P.S., Pin - 741101, District - Nadia and City Office at Asha Kutir at 27-A (Old) 65 (New), Baguiati Road, Post Office and Police Station - Dum Dum, District - North 24 Parganas, Kolkata - 700028, represented by its one of the Partner and authorized signatory namely, **SRI AVISHEK SAHA (PAN NO- AZSPS7282B) (Aadhaar No. 2549 0595 7409)**, son of Sri Debdas Saha, by religion Hindu, by Occupation Business, by Nationality- Indian, residing at Kamini Kutir at 48 (Old) 27 (New), Baguiati Road, Post Office and Police Station - Dum Dum, District - North 24 Parganas, Kolkata - 700028, by virtue of registered Development Power after registered Development Agreement dated 1st Day of November, 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 464893 to 464928, Being No. 150609800 for the year 2019.

AND

M/S. SHREE DURGA CONSTRUCTION, (PAN NO- ADOFS3444F), a Partnership Firm, having its principal of business at 94, L.M. Ghosh Street, P.O. Krishnaagar, P.S., Pin - 741101, District - Nadia and City Office at Asha Kutir at 27-A (Old) 65 (New), Baguiati Road, Post Office and Police Station - Dum Dum, District - North 24 Parganas, Kolkata - 700028, represented by its one of the Partner and authorized signatory namely, **SRI AVISHEK SAHA (PAN NO- AZSPS7282B) (Aadhaar No. 2549 0595 7409)**, son of Sri Debdas Saha, by religion Hindu, by Occupation Business, by Nationality- Indian, residing at Kamini Kutir at 48 (Old) 27 (New), Baguiati Road, Post Office and Police Station - Dum Dum, District - North 24 Parganas, Kolkata - 700028, 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]

_____ (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. That, by a Saf Bikray Kobaia dated the 23rd day of July, 1957, one Sri Amarendra Nath Chattopadhyay alias Sri Amarendra Nath Chatterjee, son of Sri Radha Charan Chattopadhyay, therein referred to and called as the Vendor of the One Part due to his urgent requirement of lawful money sold, transferred, conveyed and granted ALL THAT

piece and parcel of a plot of land identified as Scheme Plot No. "5" measuring about 4 [Four] Cottahs 13 [thirteen] Chittacks 32 [thirty two] Square Feet more or less, lying and situated at Mouza – Satgachi, J.L. No. 20, R.S. No. 154, Touzi No. 169, comprised in C.S. Dag No. 2200 & 2201, appertaining to C.S. Khatian No. 229, within the local limits of South Dum Dum Municipality, within the jurisdiction of the Office of the Sub-Registrar at Cossipore, Dum Dum, under Police Station – Dum Dum, District – 24 Parganas, unto and in favour of one Srimati Maha Maya Chakraborty alias Maya Rani Chakraborty, wife of Sri Durga Kanta Chakraborty, therein referred to and called as the Purchaser of the Other Part which was duly registered with the Office of the Sub-Registrar at Cossipore, Dum Dum and recorded in Book No. 1, Volume No. 96, Pages from 51 to 55, Being No. 5685 for the year 1957 against the consideration mentioned therein and thus handed over the vacant and peaceful possession absolutely and forever.

- B. That, by virtue of aforesaid purchase, said Srimati Maha Maya Chakraborty alias Srimati Maya Rani Chakraborty, wife of Sri Durga Kanta Chakraborty became the sole and absolute owner and thus mutated her name with the Office of the concerned authorities and used to pay proper rates, taxes, cess, rents, levies and other outgoings against her name regularly and punctually and thus prepared a building plan with the help of a reputed architect and submitted before the concerned authority for sanction and/or approved the same and thus said Srimati Maha Maya Chakraborty alias Srimati Maya Rani Chakraborty, wife of Sri Durga Kanta Chakraborty alias Sri Sukumar Chakraborty, constructed a two storied building from her own, cost, expenses and under her supervision and enjoying the same without any interruptions and/or hindrances from any corner and thus seized and possessed of or otherwise well and sufficiently entitled to diverge the same absolutely forever and free from all sorts of encumbrances, attachments, liens, lispendens, alignments, requisitions, acquisitions and liabilities whatsoever.
- C. That, by virtue of aforesaid Deeds, while thus said Maha Maya Chakraborty alias Maya Rani Chakraborty, enjoying the aforesaid property as the sole and absolute owner, said Maha Maya Chakraborty alias Maya Rani Chakraborty, died intestate on 22nd day of March, 2019 and her husband namely Durga Kanta Chakraborty alias Sukumar Chakraborty, died intestate before her death on 9th day of April, 1970 leaving behind them, their 7 [seven] sons namely, [1] Sri Swapan Chakraborty, [2] Sri Tapan Kumar Chakraborty alias Sri Tapan Chakraborty, [3] Sri Anath Bandhu Chakraborty, [4] Sri Biplab Chakraborty alias Sri Biplob Chakraborty, [5] Sri Kalyan Chakraborty, [6] Sri Bidyut Chakraborty and [7] Nanda Chakraborty [deceased] and 2 [two] daughters namely [1] Srimati Putul Mukherjee, wife of Sri Shyamal Mukherjee and [2] Srimati

Kalyani Chakraborty, wife of Sri Ram Krishna Chakraborty, as the only legal heirs, heiresses, successors and representatives towards the estate of deceased Maha Maya Chakraborty alias Maya Rani Chakraborty, by virtue of law of inheritance as per Hindu Succession Act, 1956 as amended up-to-date.

- D. That, one of the sons of said Maha Maya Chakraborty alias Maya Rani Chakraborty, said Nanda Chakraborty died intestate before her death on 25th day of May, 2015 leaving behind him, his wife namely, Srimati Rina Chakraborty and only son namely Sri Santu Chakraborty, as the only legal heiress, successor and representative towards the estate of deceased Nanda Chakraborty, by virtue of law of inheritance as per Hindu Succession Act, 1956 as amended up-to-date.
- E. That, after the demise of said Maha Maya Chakraborty alias Maya Rani Chakraborty and said Nanda Chakraborty, said [1] Sri Swapan Chakraborty, [2] Sri Tapan Kumar Chakraborty alias Sri Tapan Chakraborty, [3] Sri Anath Bandhu Chakraborty, [4] Sri Biplab Chakraborty alias Sri Biplob Chakraborty, [5] Sri Kalyan Chakraborty, [6] Sri Bidyut Chakraborty, Sl. No. 1 to 6 all are sons of Late Durga Kanta Chakraborty alias Late Sukumar Chakraborty and Late Maha Maya Chakraborty alias Late Maya Rani Chakraborty, [7] Srimati Putul Mukherjee, wife of Sri Shyamal Mukherjee, [8] Srimati Kalyani Chakraborty, wife of Sri Ram Krishna Chakraborty, [9] Srimati Rina Chakraborty, daughter of Megh Lal Chakraborty, wife of Late Nanda Chakraborty and daughter-in-law of Late Durga Kanta Chakraborty alias Late Sukumar Chakraborty and Late Maha Maya Chakraborty alias Late Maya Rani Chakraborty and [10] Sri Santu Chakraborty, son of Late Nanda Chakraborty and grand-son of Late Durga Kanta Chakraborty alias Late Sukumar Chakraborty and Late Maha Maya Chakraborty alias Late Maya Rani Chakraborty, the Landowners herein, became the absolute joint owners of ALL THAT piece and parcel of a plot of land identified as Scheme Plot No. "5" measuring about 4 [Four] Cottahs 13 [thirteen] Chittacks 32 [thirty two] Square Feet more or less, lying and situated at Mouza – Satgachi, J.L. No. 20, R.S. No. 154, Touzi No. 169, comprised in C.S. Dag No. 2200 & 2201, corresponding to R.S. Dag No. 5861 corresponding to L.R. Dag No. 5859 appertaining to C.S. Khatian No. 229, corresponding to R.S. Khatian No. 1972 corresponding to L.R. Khatian No. 527, under Ward No. 26, within the local limits of South Dum Dum Municipality, within the jurisdiction of the Office of the Sub-Registrar at Cossipore, Dum Dum, at Holding No. 7, Baguiati Third Lane, under Police Station – Dum Dum, District – 24 Parganas, Kolkata – 700028.
- F. That, during the course of enjoyment, out of love and affection by a Deed of Gift dated the 1st day of October, 2019 said Sri Santu Chakraborty, son of Late Nanda Chakraborty and grand-son of Late Durga Kanta Chakraborty alias Late Sukumar Chakraborty and

Late Maha Maya Chakraborty alias Late Maya Rani Chakraborty, therein referred to and called as the Donor of the One Part voluntarily gifted, granted, transferred, assigned and assured ALL THAT piece and parcel of portion of a plot of land measuring about 0 [zero] Cottah, 4 [Four] Chittacks, 14.3 [fourteen point three] Square Feet more or less TOGETHER WITH constructed portion of two storied building measuring about 111 [one hundred eleven] Square Feet more or less [Ground Floor: 55.5 (fifty five point five) Square Feet more or less and First Floor: 55.5 (fifty five point five) Square Feet more or less] which is the undivided un-demarcated 1/18th share of total land identified as Scheme Plot No. "5" measuring about 4 [Four] Cottahs 13 [thirteen] Chittacks 32 [thirty two] Square Feet more or less, lying and situated at Mouza – Satgachi, J.L. No. 20, R.S. No. 154, Touzi No. 169, comprised in C.S. Dag No. 2200 & 2201, corresponding to R.S. Dag No. 5861 corresponding to L.R. Dag No. 5859 appertaining to C.S. Khatian No. 229, corresponding to R.S. Khatian No. 1972 corresponding to L.R. Khatian No. 527, under Ward No. 26, within the local limits of South Dum Dum Municipality, within the jurisdiction of the Office of the Sub-Registrar at Cossipore, Dum Dum, at Holding No. 7, Bagulati Third Lane, under Police Station – Dum Dum, District – 24 Parganas, Kolkata – 700028, towards his mother said Srimati Rina Chakraborty, daughter of Megh Lal Chakraborty, wife of Late Nanda Chakraborty and daughter-in-law of Late Durga Kanta Chakraborty alias Late Sukumar Chakraborty and Late Maha Maya Chakraborty alias Late Maya Rani Chakraborty, therein referred to and called as the Donee of the Other Part and the Landowner No. 9 herein, which was duly registered with the Office of the Additional District Sub Registrar at Cossipore, Dum Dum and recorded in Book No. 1, Volume No. 1506-2019, Pages from 435129 to 435149, Being No. 150609255 for the year 2019 and thus handed over the vacant and peaceful possession of his share of aforesaid property absolutely and forever.

- G. That, by virtue of law of inheritance and aforesaid Deed of Gift as well, said [1] Sri Swapan Chakraborty, [2] Sri Tapan Kumar Chakraborty alias Sri Tapan Chakraborty, [3] Sri Anath Bandhu Chakraborty, [4] Sri Biplab Chakraborty alias Sri Biplob Chakraborty, [5] Sri Kalyan Chakraborty, [6] Sri Bidyut Chakraborty, Sl. No. 1 to 6 all are sons of Late Durga Kanta Chakraborty alias Late Sukumar Chakraborty and Late Maha Maya Chakraborty alias Late Maya Rani Chakraborty, [7] Srimati Putul Mukherjee, wife of Sri Shyamal Mukherjee, [8] Srimati Kalyani Chakraborty, wife of Sri Ram Krishna Chakraborty, [9] Srimati Rina Chakraborty, daughter of Megh Lal Chakraborty, wife of Late Nanda Chakraborty and daughter-in-law of Late Durga Kanta Chakraborty alias Late Sukumar Chakraborty and Late Maha Maya Chakraborty alias Late Maya Rani Chakraborty, the Landowners/Owners herein, become the absolute joint owners of ALL THAT piece and parcel of a plot of land identified as Scheme Plot No. "5" measuring

Sri Anish Kumar Chakraborty Partner

about 4 [Four] Cottahs 13 [thirteen] Chittacks 32 [thirty two] Square Feet more or less, lying and situated at Mouza – Satgachi, J.L. No. 20, R.S. No. 154, Touzi No. 169, comprised in C.S. Dag No. 2200 & 2201, corresponding to R.S. Dag No. 5861 corresponding to L.R. Dag No. 5859 appertaining to C.S. Khatian No. 229, corresponding to R.S. Khatian No. 1972 corresponding to L.R. Khatian No. 527, under Ward No. 26, within the local limits of South Dum Dum Municipality, within the jurisdiction of the Office of the Sub-Registrar at Cossipore, Dum Dum, at Holding No. 7, Baguiati Third Lane, under Police Station – Dum Dum, District – 24 Parganas, Kolkata – 700028, hereinafter referred to and called as the "Said Premises" which is morefully and particularly mentioned in the First Schedule written hereinunder.

- H. Development Agreement dated 1st Day of November, 2019 with **M/S. SHREE DURGA CONSTRUCTION, (PAN NO- ADOFS3444F)**, a Partnership Firm, having its principal of business at 94, L.M. Ghosh Street, P.O. Krishnaagar, P.S., Pin – 741101, District – Nadia and City Office at Asha Kutir at 27-A (Old) 65 (New), Baguiati Road, Post Office and Police Station – Dum Dum, District – North 24 Parganas, Kolkata - 700028, represented by its one of the Partner and authorized signatory namely, **SRI AVISHEK SAHA (PAN NO- AZSPS7282B) (Aadhaar No. 2549 0595 7409)**, son of Sri Debdas Saha, by religion Hindu, by Occupation Business, by Nationality- Indian, residing at Kamini Kutir at 48 (Old) 27 (New), Baguiati Road, Post Office and Police Station – Dum Dum, District – North 24 Parganas, Kolkata - 700028 .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 the same was executed and 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 464442 to 464497, Being No. 150609786 for the year 2019.
- I. For proper implementation of development work the Owners herein subsequently executed a Development Power after registered Development Agreement dated 1st Day of November, 2019 in favour of **M/S. SHREE DURGA CONSTRUCTION, (PAN NO- ADOFS3444F)**, a Partnership Firm, having its principal of business at 94, L.M. Ghosh Street, P.O. Krishnaagar, P.S., Pin – 741101, District – Nadia and City Office at Asha Kutir at 27-A (Old) 65 (New), Baguiati Road, Post Office and Police Station – Dum Dum, District – North 24 Parganas, Kolkata - 700028, represented by its one of the Partner and authorized signatory namely, **SRI AVISHEK SAHA (PAN NO- AZSPS7282B) (Aadhaar No. 2549 0595 7409)**, son of Sri Debdas Saha, by religion Hindu, by Occupation Business, by Nationality- Indian, residing at Kamini Kutir at 48

SHREE DURGA CONSTRUCTION

Avishek Saha

Partner

(Old) 27 (New), Baguiati Road, Post Office and Police Station – Dum Dum, District – North 24 Parganas, Kolkata - 700028 and the same was registered before the office of the Additional District Sub Registrar at Cossipore, Dum Dum and recorded in Book No. 1, Volume No. 1506-2019, Pages from 464893 to 464928, Being No. 150609800 for the year 2019.

- J. Thereafter as per terms and conditions of Development Agreement and Development Power after registered Development Agreement the Developer herein constructed Ground plus storied Building according to the sanctioned Plan being Plan No. **833 dated 13/03/2020** issued by the South Dum Dum Municipality upon the said piece and parcel of land measuring about 3 Cottah, 13 Chittack, 28 Sq. ft. a little more or less (herein after jointly referred to as the said Premises) morefully and particularly described in the **FIRST SCHEDULE** hereunder written.
- K. 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.
- L. 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.**
- M. 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 Mouza – Satgachi, J.L. No. 20, R.S. No. 154, Touzi No. 169, comprised in C.S. Dag No. 2200 & 2201, corresponding to R.S. Dag No. 5861 corresponding to L.R. Dag No. 5859 appertaining to C.S. Khatian No. 229, corresponding to R.S. Khatian No. 1972 corresponding to L.R. Khatian No. 527, under Ward No. 26, within the local limits of South Dum Dum Municipality, within the jurisdiction of the Office of the Sub-Registrar at Cossipore, Dum Dum, at Holding No. 7,

SHREE DURGA CONSTRUCTION

Rishmy Saha
Partner

Baguiati Third Lane, under Police Station – Dum Dum, District – 24 Parganas, Kolkata – 700028, 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.

- N. 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 Mouza – Satgachi, J.L. No. 20, R.S. No. 154, Touzi No. 169, comprised in C.S. Dag No. 2200 & 2201, corresponding to R.S. Dag No. 5861 corresponding to L.R. Dag No. 5859 appertaining to C.S. Khatian No. 229, corresponding to R.S. Khatian No. 1972 corresponding to L.R. Khatian No. 527, under Ward No. 26, within the local limits of South Dum Dum Municipality, within the jurisdiction of the Office of the Sub-Registrar at Cossipore, Dum Dum, at Holding No. 7, Baguiati Third Lane, under Police Station – Dum Dum, District – 24 Parganas, Kolkata – 700028 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

GRISTE CONSTRUCTION
Anshu Saha

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 – Satgachi, J.L. No. 20, R.S. No. 154, Touzi No. 169, comprised in C.S. Dag No. 2200 & 2201, corresponding to R.S. Dag No. 5861 corresponding to L.R. Dag No. 5859 appertaining to C.S. Khatian No. 229, corresponding to R.S. Khatian No. 1972 corresponding to L.R. Khatian No. 527, under Ward No. 26, within the local limits of South Dum Dum Municipality, within the jurisdiction of the Office of the Sub-Registrar at Cossipore, Dum Dum, at Holding No. 7, Baguiati Third Lane, under Police Station – Dum Dum, District – 24 Parganas, Kolkata – 700028 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

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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.

SHREE DURGA CONSTRUCTION

A. Vishnu Sahu

Partner

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 a plot of land identified as Scheme Plot No. "5" measuring about 4 [Four] Cottahs 13 [thirteen] Chittacks 32 [thirty two] Square Feet more or less, lying and situated at Mouza – Satgachi, J.L. No. 20, R.S. No. 154, Touzi No. 169, comprised in C.S. Dag No. 2200 & 2201, corresponding to R.S. Dag No. 5861 corresponding to L.R. Dag No. 5859 appertaining to C.S. Khatian No. 229, corresponding to R.S. Khatian No. 1972 corresponding to L.R. Khatian No. 527, under Ward No. 26, within the local limits of South Dum Dum Municipality, within the jurisdiction of the Office of the Sub-Registrar at Cossipore, Dum Dum, at Holding No. 7, Baguiati Third Lane, under Police Station – Dum Dum, District – 24 Parganas, Kolkata – 700028, and the same is Butted and Bounded as follows:

ON THE NORTH	:	BY Property of Guinath Saha;
ON THE SOUTH	:	BY Property of Mr. Bose;
ON THE EAST	:	BY 12' Wide Road;
ON THE WEST	:	BY Property of Madhu Saha;

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 "SUKHERALAY", 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 Mouza – Satgachi, J.L. No. 20, R.S. No. 154, Touzi No. 169, comprised in C.S. Dag No. 2200 & 2201, corresponding to R.S. Dag No. 5861 corresponding to L.R. Dag No. 5859 appertaining to C.S. Khatian No. 229, corresponding to R.S. Khatian No. 1972 corresponding to L.R. Khatian No. 527, under Ward No. 26, within the local

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limits of South Dum Dum Municipality, within the jurisdiction of the Office of the Sub-Registrar at Cossipore, Dum Dum, at Holding No. 7, Baguiati Third Lane, under Police Station – Dum Dum, District – 24 Parganas, Kolkata – 700028.

THE THIRD SCHEDULE ABOVE REFERRED TO:
(Common Parts and Facilities)

1. The Landowners along with other co-owners, occupiers, society or association or Company shall allow each other the following easement, quasi easement and equal easement right, privileges etc.
2. Land under the said building described in the First Schedule.
3. All side spaces, back spaces, paths, passages, drain ways sewerage provided in the said building.
4. General lighting of the common portions and space for installation of electric meter in general and separate.
5. Municipal connection of the drain and sewerage line of the said building.
6. Staircase, stairs case landing, lift, lift well, lift room, lift machine and accessories, lobbies of the building.
7. Septic tank, one water pump, overhead water reservoir, water line.
8. Electric meter for common purpose.

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.
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

SHREE DURGA CONSTRUCTION

Anshu Saha

Partner

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.

SHREE DURGA CONSTRUCTION

Ashish Sahar

Partner

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.

SHREE DURGA CONSTRUCTION
Aashish Saha
Partner

2.

SIGNATURE OF THE VENDORS

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

1.

SHREE DURGA CONSTRUCTION
Aashish Saha
Partner

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:

Advocate
High Court, Calcutta.
Enl. No.

