

Draft Deed of Conveyance of SARAT BHABAN

DEED OF CONVEYANCE

Valued at Rs.

(Rupees) Only

THIS DEED OF CONVEYANCE is made on this the day of July, 2019 (Two Thousand and Nineteen) as per CHRISTIAN ERA.

BETWEEN

1. SRI TAPAN KUMAR CHOWDHURY (PAN no. ACWPC0946K), son of Late Suresh Chandra Chowdhury, by Nationality-Indian, by Religion-Hindu, by Occupation-Retired, residing at: 30, Patuatala lane, P.O. Sukchar, P.S. Khardah, Dist. North 24 Parganas, Kolkata-700115,

2. SRI ARUN KUMAR CHOWDHURY(PAN no. AJNPC8130B), son of Late Suresh Chandra Chowdhury, by Nationality-Indian, by Religion-Hindu, by Occupation-Business, residing at: 30, Patuatala lane, P.O. Sukchar, P.S. Khardah, Dist. North 24 Parganas, Kolkata-700115,

3. SRI TARUN KUMAR CHOWDHURY (PAN no. BIGPC3558J), son of Late Suresh Chandra Chowdhury, by Nationality-Indian, by Religion-Hindu, by Occupation-Retired, residing at: 30, Patuatala lane, P.O. Sukchar, P.S. Khardah, Dist. North 24 Parganas, Kolkata-700115,

4. SRI ANUP KUMAR CHOWDHURY (PAN no. ACNPC6820H), son of Late Suresh Chandra Chowdhury, by Nationality-Indian, by Religion-Hindu, by Occupation-Business, residing at: 30, Patuatala lane, P.O. Sukchar, P.S. Khardah, Dist. North 24 Parganas, Kolkata-700115,

5. SRIANINDA CHOWDHURY (PAN no. AKMPC9034G), Son of Late Biman Chowdhury, by Nationality-Indian, by Religion-Hindu, by Occupation-Service, residing at: 30, Patuatala lane, P.O. Sukchar, P.S. Khardah, Dist. North 24 Parganas, Kolkata-700115,

6. SRI SUNANDA CHOWDHURY (PAN no. AJNPC8038L), Son of Late Biman Chowdhury, by Nationality-Indian, by Religion-Hindu, by Occupation-

Business, residing at: 30, Patuatala lane, P.O. Sukchar, P.S. Khardah, Dist. North 24 Parganas, Kolkata-700115,

7. SRI PARTHA PRATIM GHOSH (PAN NO. ADZPG0232A), Son of Late Prabhat Kumar Ghosh @ Provat Kumar Ghosh, by Nationality-Indian, by Religion-Hindu, by Occupation-Service, residing at: 32, Patuatala lane, P.O. Sukchar, P.S. Khardah, Dist. North 24 Parganas, Kolkata-700115,

8. SRI SWAPAN KUMAR CHOWDHURY (PAN no. ACEPC0490J), Son of Late Suresh Chandra Chowdhury, by Nationality-Indian, by Religion-Hindu, by Occupation-Retired, residing at: 30, Patuatala lane, P.O. Sukchar, P.S. Khardah, Dist. North 24 Parganas, Kolkata-700115 hereinafter conjointly called and referred to as the **"VENDORS"** (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include their heirs, executors, administrators, successors, legal heirs, executors, administrators, successors, legal representative's and/or assigns) of the **FIRST PART.**

The Vendors no. 1 to 8 hereof hereby represented by their constituted and lawful Attorney:-

"M/s. PIONEER DEVELOPER" a Partnership firm having its present place of Business at 46/A, Patuatala Lane, "BIMALA APARTMENT", Sukchar, P.S. Khardah, Dist. North 24 Parganas, Kolkata - 700115, hereby represented by its Partners namely:

(1) SRI BISWANATH DAS, S/o. Late Narayan Chandra Das by Nationality - Indian, by Religion - Hindu, by occupation- Business, residing at KIRANALAYA, Ground Floor, Sasadhar Tarafdar Road, P.O. Sukchar, P.S. Khardah, Dist. North 24 Parganas, Kolkata - 700115,

(2) SRI ARUN KUMAR JANA, S/o. Late Sudhir Kumar Jana, by Nationality - Indian, by Religion - Hindu, by occupation- Business, residing at N.S.D. Ghat Road, P.O. Sukchar, P.S. Khardah, Dist. North 24 Parganas, Kolkata - 700115,

(3) SRI SUBHANKAR BISWAS, S/o. Sri Madhab Chandra Biswas, by Nationality - Indian, by Religion - Hindu, by occupation - Business, residing at DIPSIKHA APARTMENT, Second Floor, Flat No. B, Patuatola Lane, P.O. Sukchar, P.S. Khardah, Dist. North 24 Parganas, Kolkata - 700115, through three separate Registered Power of Attorney for Development:-

(I) The Vendor no. 1 to 6 hereof executed and registered a Power of Attorney for Development on 21.11.2016 bearing Power of Attorney No. 152406083, in Book No. I, Vol.No. 1524-2016, Pages from 178369 to 178406 at A.D.S.R.O. Sodepur, Dist. North 24 Parganas.

(II) The Vendor no. 7 hereof executed and registered a Power of Attorney for Development on 21.11.2016, bearing Power of Attorney No. 152406085, in Book No. I, Vol.No. 1524-2016, Pages from 178464 to 178482 at A.D.S.R.O. Sodepur, Dist. North 24 Parganas.

(III) The Vendor no. 8 hereof executed and registered a Power of Attorney for Development on 21.11.2016, bearing Power of Attorney No. 152406086, in Book No. I, Vol.No. 1524-2016, Pages from 178407 to 178425 at A.D.S.R.O. Sodepur, Dist. North 24 Parganas.

AND

"M/s. PIONEER DEVELOPER" a Partnership firm having its present place of Business at 46/A, Patuatala Lane, "BIMALA APARTMENT", Sukchar, P.S. Khardah, Dist. North 24 Parganas, Kolkata - 700115, **PAN no. AANFP6542Rv** hereby represented by its Partners namely:

(1) SRI BISWANATH DAS, S/o. Late Narayan Chandra Das by Nationality - Indian, by Religion - Hindu, by occupation- Business, residing at KIRANALAYA, Ground Floor, Sasadhar Tarafdar Road, P.O. Sukchar, P.S. Khardah, Dist. North 24 Parganas, Kolkata - 700115,

(2) SRI ARUN KUMAR JANA, S/o. Late Sudhir Kumar Jana, by Nationality - Indian, by Religion - Hindu, by occupation- Business, residing at N.S.D. Ghat Road, P.O. Sukchar, P.S. Khardah, Dist. North 24 Parganas, Kolkata - 700115,

(3) SRI SUBHANKAR BISWAS, S/o. Sri Madhab Chandra Biswas, by Nationality - Indian, by Religion - Hindu, by occupation - Business, residing at DIPSIKHA APARTMENT, Second Floor, Flat No. B, Patuatola Lane, P.O. Sukchar, P.S. Khardah, Dist. North 24 Parganas, Kolkata - 700115, hereinafter called and referred to as the **"DEVELOPER"** (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include its Successors-in-Office, legal representatives and/or assigns) of the **SECOND PART.**

AND

[If the purchaser 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 _____), represented by its authorized signatory, duly authorized vide board resolution dated _____, hereinafter referred to as the "PURCHASER" (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 purchaser is a Partnership Firm]

_____ A partnership firm registered under the Indian Partnership Act, 1932 having its principal place of business at, (PAN), represented by its authorized partner duly authorized vide hereinafter referred to as the "PURCHASER" (Which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the 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 purchaser is a Individual]

Mr./Ms. _____ son/ daughter of aged about residing at _____, (PAN _____) hereinafter called the "PURCHASER" (Which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successor-in-interest and permitted assigns).

[OR]

[If the PURCHASER is a HUF]

Mr. _____, son of _____ aged about for self and as the Karta of the Hindu Joint Mitakashara Family Known as HUF, having its place of business/ residence at _____ (PAN _____), hereinafter to as the "PURCHASER " (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 one Asha lata Chowdhury (now deceased), w/o. Late Suresh Chandra Chowdhury purchased a plot of land measuring about 8 (Eight) Cottahs 06 (Six) chittaks (more or less) lying and situated at Mouza: Sukchar, J.L. 9, Re Su 14, Touzi : 156, under R.S. Khatian No. 401, modified R.S. Khatian No. 2142, comprised in Dag No. 3214, from one Bimala Bala Debi (Wife of Sri Tarak Nath Mukhopadhyay) by dint of a Registered Bengali Deed of Sale, which was executed and registered at the Office of Sub Registrar Barrackpore, on 20/02/1951, and the same was recorded in Book No. 1, Vol. No. 17, Pages from 25-28, vide Being No. 790, for the year 1951.

AND WHEREAS the said Asha lata Chowdhury (now deceased), w/o. Late Suresh Chandra Chowdhury also has purchased another plot of land measuring about 2 (Two) Cottahs 14 (Fourteen) chittaks (more or less) lying and situated at Mouza: Sukchar, J.L. 9, Re Su 14, Touzi : 156, under R.S. Khatian No. 401, modified R.S. Khatian No. 2142, comprised in Dag No. 3214, from one Sri Jogendra Nath Das (Son of Late Mahendra Nath Das) by dint of a Registered Bengali Deed of Sale, which was executed and registered at the Office of Sub Registrar Barrackpore on 13/05/1964, and the same was recorded in Book No. 1, Vol. No. 33, Pages from 217 to 219, vide Being No. 2632, for the year 1964.

AND WHEREAS the said Asha Lata Chowdhury became the sole and lawful owner of the above mentioned two adjacent plots of land totalling an area about **11 cottahs 4 chittaks** (8Cottahs 6chittaks + 2Cottahs 14chittaks) and seized and possessed the above mentioned Property, by constructing a dwelling house thereon and recorded her name in the assessment register of Panihati Municipality.

AND WHEREAS the said Asha Lata Chowdhury while has been enjoying the actual physical possession of the said landed property, she sold out 2 cottahs of

land out of her total landed property to one Smt. Krishna Ghosh (w/o. Sri Pravat Kumar Ghosh) which is lying and situates within Mouza-Sukchar, J.L. No. 9, Re. Su. No. 14, Touzi No. 156, comprised and contained in C.S. & R.S. Dag No. 3214, under R.S. Khatian no. 401, in the local limits of the Panihati Municipality, P.S. Khardah, District- North 24 Parganas, by executing a Registered Bengali Deed of Sale being No. 4293, and the said Bengali Deed of Sale was executed and registered on 10.08.1981 at Sub-Registrar at Barrackpore and the same was recorded in Book No. I, Vol No. 89, noted within the pages from 172 to 177, being No. 4293, for the year 1981.

AND WHEREAS the said Asha Lata Chowdhury further make a gift a plot of land measuring more or less 1cottah 12chittaks 2sq.ft. out of remaining landed property to her beloved son namely Sri Swapan Kumar Chowdhury which is lying and situates within Mouza-Sukchar, J.L. No. 9, Re. Su. No. 14, Touzi No. 156, comprised and contained in C.S. & R.S. Dag No. 3214, under R.S. Khatian no. 401, in the local limits of the Panihati Municipality, P.S. Khardah, District- North 24 Parganas, by executing a Registered Bengali Deed of Gift being No. 1776, and the said Bengali Deed of Gift was executed and registered on 21.03.1985 at Sub-Registrar Barrackpore and the same was recorded in Book No. I, Vol No. 34, noted within the pages from 91 to 98, being No. 1776, for the year 1985.

AND WHEREAS in the life time of said Asha Lata Chowdhury she executed a Registered her last WILL and testaments of her landed property Bequeathing the same upon her six sons, 1. BIMAN KUMAR CHOWDHURY (now deceased), 2. SRI SWAPAN KUMAR CHOWDHURY, 3. SRI TAPAN KUMAR CHOWDHURY, 4. SRI ARUN KUMAR CHOWDHURY, 5. SRI TARUN KUMAR CHOWDHURY, 6. SRI ANUP KUMAR CHOWDHURY, and the said WILL was registered at the Office of Sub Registrar Barrackpore, on 25/03/1985, recorded in Book No. I, Vol.No. 1, Pages from 99-107, vide Being No. 15, for the year 1985, and made Sri Swapan Kumar Chowdhury the Executor to her WILL.

AND WHEREAS the husband of Asha Lata Chowdhury, namely Suresh Chandra Chowdhury, died on 20/01/1998 and thereafter one of the son as well as beneficiary of the WILL of said Asha Lata Chowdhury, namely, Biman Chowdhury, died intestate on 30/11/1999 leaving behind him his wife Shila Chowdhury and two sons Aninda Chowdhury & Sunanda Chowdhury, as his surviving Legal heirs and Successors.

AND WHEREAS the said Asha Lata Chowdhury died intestate on 20/06/2001 leaving behind her Five sons namely, 1. SRI SWAPAN KUMAR CHOWDHURY, 2. SRI TAPAN KUMAR CHOWDHURY, 3. SRI ARUN KUMAR CHOWDHURY, 4. SRI TARUN KUMAR CHOWDHURY, 5. SRI ANUP KUMAR CHOWDHURY All sons of Late Suresh Chandra Chowdhury and two daughters namely, 6. SMT. GOURI BHATTACHARJEE, w/o. Late Ajit Bhattacharjee and 7. SMT. BIJAYA BHATTACHARYA, w/o. Sri Abhay Pada Bhattacharya, and her daughter in law namely 8. SMT. SHILA CHOWDHURY w/o. Late Biman Chowdhury, and her two grandsons, 9. SRI ANINDA CHOWDHURY, s/o. Late Biman Chowdhury, & 10. SRI SUNANDA CHOWDHURY, s/o. Late Biman Chowdhury, as her legal heirs and successors.

AND WHEREAS after the demise of Asha Lata Chowdhury, according to her indication in the said WILL, Sri Swapan Kumar Chowdhury, being the executor to the said WILL, filed an application for Granting Probate of the said WILL as executants by Asha Lata Chowdhury, before the Learned District Delegate Judge at Barrackpore, and the same has been Registered as Misc. Case No. 178/2014 (Probate), and the Learned District Delegate Judge at Barrackpore, has been pleased to grant Probate of the said WILL vide its order dated 12/08/2015 and in accordance with the indication of the Testatrix i) Sri Swapan Kumar Chowdhury, ii) Sri Tapan Kumar Chowdhury, iii) Sri Arun Kumar Chowdhury, iv) Sri Tarun Kumar Chowdhury, v) Sri Anup Kumar Chowdhury, being the sons of Late Asha Lata Chowdhury and vi) Smt. Shila Chowdhury, vii) Sri Aninda Chowdhury, viii) Sri Sunanda Chowdhury, being the legal heiress and Heirs of Late Biman Chowdhury, (being the Daughter-in-Law and Grand sons of Late Asha Lata

Chowdhury) jointly seized and possessed the property of Late Asha Lata Chowdhury as lawful beneficiary of the WILL.

AND WHEREAS during physical measurement of the property, left by the Testatrix Late Asha Lata Chowdhury, and while handing over the property to the beneficiaries, it is found that the present measurement of the said property stands as 7(Seven) cottahs 7(Seven) chittaks 43(Forty Three) sq.ft. (more or less) and the Executor, in accordance with the order, passed by the learned District Delegate Judge, at Barrackpore has made a full and true inventory of the said property and exhibited the same before the learned court on 10/12/2015.

AND WHEREAS thus, the said i) Sri Swapan Kumar Chowdhury, ii) Sri Tapan Kumar Chowdhury, iii) Sri Arun Kumar Chowdhury, iv) Sri Tarun Kumar Chowdhury, v) Sri Anup Kumar Chowdhury, being the sons of Late Asha Lata Chowdhury each have become the owner of undivided and undemarcated 1/6th share i.e. 01 (one) Cottah 04 (Four) Chittaks (more or less) in each part and vi) Smt. Shila Chowdhury, vii) Sri Aninda Chowdhury, viii) Sri Sunanda Chowdhury, being the legal heiress and Heirs of Late Biman Chowdhury as well as being the Daughter-in-Law and Grand sons of Late Asha Lata Chowdhury each become the owner of undivided and undemarcated 1/18th share i.e. 06(Six) Chittaks, 30(Thirty) Sq.Ft. (more or less) in each part out of the entire Landed property measuring about 7 (Seven) cottahs, 7(Seven) chittaks, 43(Forty Three) sq.ft. (more or less) and all seized and possessed the same free from all sorts of encumbrances.

AND WHEREAS the said Sri Swapan Kumar Chowdhury while has been enjoying the actual physical possession of his undivided share of the said landed property with his other co-sharer he gifted his undivided 1/6th share in favour of his Nephew (i.e. brother's son) namely Sri Aninda Chowdhury (Son of Late Biman Chowdhury) by executing a Registered Deed of Gift, being no. 152400447, which was executed and registered on 28.01.2016 at A.D.S.R.O. Sodepur, Dist. North 24 Parganas and the same was recorded in Book No. I, Vol No. 1524-2016,

noted within the pages from 12088 to 12109, being No. 152400447, for the year 2016.

Thus the said Sri Aninda Chowdhury became the lawful owner of undivided (1/6th Share from Sri Swapan Kumar Chowdhury + 1/18th share of his own) = total 4/18th share in respect of the total undivided landed property.

AND WHEREAS thereafter the said Sri Aninda Chowdhury and his beloved mother Smt. Shila Chowdhury jointly while have been enjoying the actual physical possession of the said undivided landed property with their other co-sharer the said Aninda Chowdhury gifted his undivided 1/18th share and Smt. Shila Chowdhury gifted his undivided 1/18th in favour of Sri Sunanda Chowdhury (Son of Late Biman Chowdhury) by executing a Registered Deed of Gift, being no. 152400448, which was executed and registered on 28.01.2016 at A.D.S.R.O. Sodepur, Dist. North 24 Parganas and the same was recorded in Book No. I, Vol No. 1524-2016, noted within the pages from 12110 to 12134, being No. 152400448, for the year 2016.

Thus the said Sri Sunanda Chowdhury became the lawful owner of undivided (1/18th Share from Sri Aninda Chowdhury + 1/18th Share from Smt. Shila Chowdhury + 1/18th share of his own) = total undivided 1/6th share in respect of the total undivided landed property and the said Aninda Chowdhury have become the lawful owner of undivided 1/6th share in respect of the total undivided landed property.

AND WHEREAS in the manner aforesaid the vendor no. 1 to 6 hereof namely **1. SRI TAPAN KUMAR CHOWDHURY, 2. SRI ARUN KUMAR CHOWDHURY, 3. SRI TARUN KUMAR CHOWDHURY, 4. SRI ANUP KUMAR CHOWDHURY, 5. SRI ANINDA CHOWDHURY, 6. SRI SUNANDA CHOWDHURY,** have become the lawful joint owners of 7(Seven) cottahs 7(Seven) chittaks 43(Forty Three) sq.ft. of land and building and mutated their names in the assessment registrar of Local Panihati Municipality, bearing Holding no. 71, Patuatola Lane, under Ward no. 2 and enjoying as well as possessing the

same peacefully, quietly and without any interruption of others which is free from all sorts of encumbrances.

AND WHEREAS originally one Smt. Krishna Ghosh (w/o. Sri Pravat Kumar Ghosh) i.e. the beloved mother of the vendor no. 7 hereof who has purchased a plot of land measuring an area about 2 cottahs more or less Mouza- Sukchar, J.L. No. 9, Re. Su. No. 14, Touzi No. 156, comprised and contained in C.S. & R.S. Dag No. 3214, under R.S. Khatian no. 401, within the local limits of the Panihati Municipality, P.S. Khardah, District- North 24 Parganas, by virtue of a Registered Bengali Deed of Sale being No. 4293, from her predecessor-in-title namely Smt. Asha Lata Chowdhury (W/o Sri Suresh Chandra Chowdhury), and the said Bengali Deed of Sale was executed and registered on 10.08.1981 at Sub-Registrar at Barrackpore and the same was recorded in Book No. I, Vol No. 89, noted within the pages from 172 to 177, being No. 4293, for the year 1981.

AND WHEREAS the said Krishna Ghosh while has been enjoying the actual physical possession of the said landed property she died intestate on 24.07.2015 leaving behind her only son Sri Partha Pratim Ghosh as her surviving legal heirs and successors and he inherited the said landed property as per the law of Hindu Succession Act.- 1956.

It is pertinent to mention here that the husband of Late Krishna Ghosh namely Pravat Kumar Ghosh was predeceased of her wife and he died on 17.02.2010.

AND WHEREAS the said Partha Pratim Ghosh (the vendor no. 7 hereof) enjoying and possessing the inherited landed property as sole owner and became the lawful owner of **2 cottahs** of land with structure which is morefully Described in the First Schedule herein below and have been possessing and enjoying the same peacefully, quietly and without interruption of others.

AND WHEREAS one Asha lata Chowdhury (now deceased), w/o. Late Suresh Chandra Chowdhury purchased a plot of land measuring about 8 (Eight) Cottahs

06 (Six) chittaks (more or less) lying and situated at Mouza: Sukchar, J.L. 9, Re Su 14, Touzi : 156, under R.S. Khatian No. 401, modified R.S. Khatian No. 2142, comprised in Dag No. 3214, from one Bimala Bala Debi (Wife of Tarak Nath Mukhopadhyay) by dint of a Registered Bengali Deed of Sale, which was executed and registered at the Office of Sub Registrar Barrackpore, on 20/02/1951, and the same was recorded in Book No. 1, Vol. No. 17, Pages from 25-28, vide Being No. 790, for the year 1951.

AND WHEREAS the said Asha lata Chowdhury (now deceased), w/o. Late Suresh Chandra Chowdhury also has purchased another plot of land measuring about 2 (Two) Cottahs 14 (Fourteen) chittaks (more or less) lying and situated at Mouza: Sukchar, J.L. 9, Re Su 14, Touzi : 156, under R.S. Khatian No. 401, modified R.S. Khatian No. 2142, comprised in Dag No. 3214, from one Sri Jogendra Nath Das (Son of Late Mahendra Nath Das) by dint of a Registered Bengali Deed of Sale, which was executed and registered at the Office of Sub Registrar Barrackpore, on 13/05/1964, and the same was recorded in Book No. 1, Vol. No. 33, Pages from 217 to 219, vide Being No. 2632, for the year 1964.

AND WHEREAS the said Asha Lata Chowdhury became the sole and lawful owner of the above mentioned two adjacent plots of land totalling an area about 11 cottahs 4 chittaks (8Cottahs 6Chittaks + 2Cottahs 14chittaks) and seized and possessed the above mentioned Property, by constructing a dwelling house thereon and recorded her name in the assessment register of Panihati Municipality.

AND WHEREAS the said Asha Lata Chowdhury i.e. the beloved mother of the Vendor no. 8 hereof Gifted a plot of land measuring more or less 1cottah 12chittaks 2sq.ft. to her son namely Swapan Kumar Chowdhury (i.e. the vendor no. 8 hereof) out of her total landed property which is lying and situates within Mouza-Sukchar, J.L. No. 9, Re. Su. No. 14, Touzi No. 156, comprised and contained in C.S. & R.S. Dag No. 3214, under R.S. Khatian no. 401, in the local limits of the Panihati Municipality, P.S. Khardah, District- North 24 Parganas, by

executing a Registered Bengali Deed of Gift being No. 1776, and the said Bengali Deed of Gift was executed and registered on 21.03.1985 at Sub-Registrar Barrackpore and the same was recorded in Book No. I, Vol No. 34, noted within the pages from 91 to 98, being No. 1776, for the year 1985.

AND WHEREAS the said Swapan Kumar Chowdhury (the vendor no. 8 hereof) enjoying and possessing the said gifted landed property as sole owner and became the lawful owner of **1 Cottah 12 chittaks 2 sq.ft.** of land with structure which is morefully Described in the First Schedule herein below and have been possessing and enjoying the same peacefully, quietly and without interruption of others.

AND WHEREAS thus the vendors no. 1 to 8 hereof as being the lawful owners of total **11cottahs 04chittaks (7Cottahs 7Chittaks 43 Sq.ft. + 2 cottahs + 1Cottahs 12Chittaks 2 Sq.ft.)** of landed property is now seized and possessed the land and hereditament in fee simple thereto free from all encumbrances, liens, charges and mortgage whatsoever.

AND WHEREAS having acquired the aforesaid three plots of land through the aforesaid Deeds the vendors No. 1 to 8 hereof for their better enjoyment as well as for the purpose of construction of Multi Storeyed building upon the said landed property they amalgamated their separate holdings into a Single holding as **(7Cottahs 7Chittaks 43 Sq.ft. + 2 cottahs + 1Cottahs 12Chittaks 2 Sq.ft.)** totalling **11cottahs 4chittaks** of land classified as "Bastu" together with a residential structure standing thereon situates and lying at **Mouza-Sukchar**, J.L. No. 9, Re. Su. No. 14, Touzi No. 156, comprised and contained in **C.S. &R.S. Dag No. 3214**, under R.S. Khatian no. 401, modified R.S. Khatian No. 2142, P.S. Khardah, A.D.S.R.O. Sodepur, Dist. North 24 Parganas, within the local limits of Panihati Municipality, being amalgamated Holding No. 71, Patuatola Lane, under Ward no. 2 and paid taxes to the authority concerned regularly.

AND WHEREAS the vendors are desirous of developing and completing the construction of the said premises in accordance with the plan sanctioned by the Panihati Municipality and look for a responsible and reputed Developer/Promoter who will be able to develop the properties in conjunction with the vendors.

ND WHEREAS on **21.11.2016** the Vendors no. 1 to 6 hereof have entered into a Registered Development Agreement being no. 152406066 which was executed and Registered at the Office of A.D.S.R.O. Sodepur, North 24 parganas and the same was recorded in Book no. I, Volume No. 1524-2016, pages from 178804 to 178862, being no. 152406066, for the year 2016 with the Developer herein above for the construction of a proposed building (G+4) comprising of several Flats, Shops, & Garrages upon the said property and also executed a Registered General Power of Attorney for Development in favour of the Developer herein under the terms and condition as contained therein.

AND WHEREAS on **21.11.2016** the Vendor no. 7 hereof have entered into a Registered Development Agreement being no. 152406068 which was executed and Registered at the Office of A.D.S.R.O. Sodepur, North 24 parganas and the same was recorded in Book no. I, Volume No. 1524-2016, pages from 178718 to 178746, being no. 152406068, for the year 2016 with the Developer herein above for the construction of a proposed building (G+4) comprising of several Flats, Shops, & Garrages upon the said property and also executed a Registered General Power of Attorney for Development in favour of the Developer herein under the terms and condition as contained therein.

AND WHEREAS on **21.11.2016** the Vendor no. 8 hereof have entered into a Registered Development Agreement being no. 152406073 which was executed and Registered at the Office of A.D.S.R.O. Sodepur, North 24 parganas and the same was recorded in Book no. I, Volume No. 1524-2016, pages from 179136 to 179164, being no. 152406073, for the year 2016 with the Developer herein above for the construction of a proposed building (G+4) comprising of several Flats, Shops, & Garrages upon the said property and also executed a Registered

General Power of Attorney for Development in favour of the Developer herein under the terms and condition as contained therein.

AND WHEREAS in pursuance of the said three separate Development Agreements and the said three separate Power of Attorney for Development the developer has been constructing a multistoreyed building **"SARAT BHABAN"** consisting of several flats, shops & Garages in accordance with the building plan sanctioned by the Panihati Municipality, **Vide Plan No. 849, dated 08.03.2017, Subsequently Revised Sanction Plan being no. 212, Dated 18.07.2018.**

AND WHEREAS thereafter in compliance with the said building plan and inconformity with the other terms and conditions the said Firm by its own fund and by deploying its own Architect and Engineers have completed a (G+4) Multi Storied Building thereon commonly known as **"SARAT BHABAN"** comprising with several Flats, Shop rooms & Garages which are all lying ready for immediate transfer in favour of the intending Purchaser.

AND WHEREAS the Purchaser/s after being satisfied about the title of the Vendors and the sanctioned building plan by the concerned Panihati Municipality and construction of the proposed Ground Plus Four Storied building on the land of Schedule "A" property has approached the Vendor/Developer for purchasing a **Flat, being No. "....."**, on the **Floor** measuring more or less **Sq.ft.** super builtup area into and out of the building popularly known as **"SARAT BHABAN"**.

AND WHEREAS the Vendors/Developer agreed to sell and the Purchaser agreed to purchase the **Flat, being No. "....."**, on the **Floor** measuring more or less **Sq.ft.** super built up area TOGETHERWITH undivided proportionate share and/ or interest of the land underneath of the building, completed as per specification hereinafter referred to as the said Flat of the Building under construction at or the price of **Rs. (Rupees**

.....) Only free from all encumbrances whatsoever.

AND WHEREAS by an agreement entered into and executed by and between the Vendors and Developers and the Vendee/s/Purchaser/s hereof on **A.D.** it was agreed inter alia by and between the parties that the Purchaser would purchase the "B" Schedule property hereof together with the specification being Schedule "C" hereunder at and for a consideration of **Rs.** (**Rupees**)
Only being the price for **Sq.ft.** approx of Super Built up area being **Flat No.** ".....", contained by the apartment on the **Floor** into out of and over the said building. and out of the said consideration a sum of **Rs.** (**Rupees**) Only was paid as and by way of earnest/booking money by the Purchasers unto the Vendors and the Developers/Confirming Party on the day of execution of the said agreement and the Confirming Party have been proper authority to given by the Vendors, acknowledged the receipt there against vide the said instrument.

AND WHEREAS the Purchasers has paid the total consideration money for the said flat amounting to **Rs.** (**Rupees**) Only to the Vendors/Developer which the Vendors/Developer have duly received and acknowledge.

AND WHEREAS the Vendors has agreed to sell, convey and transfer unto the Vendee/s all that the Self-contained **Flat** being schedule "B" hereunder together with the proportionate impartible share of the land, described in the Schedule "A" hereunder subject to the terms hereinafter contained.

NOW THIS INDENTURE WITNESSETH AS FOLLOWS:

THAT in pursuance of the said Agreement and in consideration of a sum of **Rs.** (**Rupees**) Only paid by the Vendee/s unto the Vendors at or prior to the execution of these presents (the receipt whereof the Vendors do hereby admit and acknowledge) and of and

from the same and every part thereof acquit release and discharge the Vendee/s the said self-contained **Flat** being scheduled "B" hereunder with proportionate impartible share of the land under the said structure attributable to the said **Flat** constructed, the Vendors do hereby grant, sell, convey and transfer, assign and assure unto the Vendee/s the said undivided share of land and the said super structural built up area of **Sq.ft.** approx with other facilities and amenities as described in the Schedule "C" hereunder with all rights, liberties, privileges, easements, appendages and appurtenances whatsoever pertaining to the "B" Schedule property and other common areas, facilities, plumbing, sewers, messuages, access to roof etc. And all the estate right, title, interest, property claim or demand whatsoever both at law and in equity of the Vendors into out of and over the said **Flat** togetherwith all the power, to sell, transfer, mortgage, lease, assign, charge, etc in respect of the said **Flat** and as also unrestricted right of the vendee/ s and his/her/their men and agents to pass and repass through, into and over the passage of the said premises for the use and enjoyment of the said flat TO HAVE AND TO HOLD the said **Flat** hereby granted, sold, conveyed, transferred, assigned and assured or expressed or intended so as to be unto and to the use and occupation of the vendee/s absolutely and forever free from all encumbrances, charges, trusts, liens, claim, demand whatsoever and the Vendors do hereby covenant with the Vendee/s that notwithstanding any act, deed, matter or thing done or executed by the Vendors to the contrary, the Vendors have good right, full power and lawful authority to grant, sell and transfer the said flat unto the Vendee/s AND the Vendee/s shall for all times to come quietly and peaceably enjoy the "B" schedule property without any eviction or interruption whatsoever from the part of the Vendors AND the Vendors shall at all times indemnify and keep indemnified the demised property and save harmless the Vendee/s against all claims or demands whatsoever in respect of the demised property hereby sold and conveyed and made good to the purchaser/s/vendee/s all costs, expenses, leases he may be put to or obliged to incur or suffer by reasons of any defect or deficiency in the title of the Vendors, the Vendors undertake to ratify all or any of such defect or mistake at the cost and instance of the vendee/s and the vendee/s shall have the

absolute and exclusive right with full power and authority to enjoy the schedule demised property/ "B" scheduled property in the manner aforesaid.

THE PURCHASER/S/VENDEE/S DO/DOTH HEREBY COVENANT WITH THE VENDORS AS FOLLOWS:

1. The Vendee/s shall henceforth peaceably and quietly hold, possess, enjoy, the rents and profits derivable from and out of the sale-property without any legal hindrance interruption or disturbance from the Vendors or any person or persons claiming through or under the Vendors and without any lawful let, hindrance, interruption or disturbance by any other person or persons whom-so-ever.
2. The Vendee/s/Purchaser/s shall not use the flat for any purpose whatsoever other than residence for which the same has been agreed and shall not undertake addition or alteration in the outside of the construction in the said **Flat** including adjoining terrace without written permission from other flat owners'/flat owner's association and concerned authorities and shall not use the flat in such a manner as may cause nuisance or annoyance to the occupiers of any other **Flat** in the building or for any illegal or immoral purpose.
3. The Vendee/s shall not throw or accumulate or cause to be thrown or accumulated any dirt, rubbish, rages or other refuse or permit the same to be thrown, or allow the same to be accumulated in the property agreed to be sold or in the compound lobby areas stair cases or any other portion of the apartment.
4. The Vendee/s shall at his/her/their own costs charges and expenses maintain and keep the interior of the said flat and every part thereof and the doors and windows etc. thereof in clean and sanitary condition and at his/her own costs from time to time or cause to be done white washing distempering and/or maintaining of the same. The Vendee/s /Purchaser/s shall also pay the proportionate costs and expenses for maintaining repairing the outer face of the building and/or any fittings and fixtures and replacement of any fixtures or

fittings or component or accessories of the building and for white washing or colouring of the outer portion of the building.

5. The Vendee/s/Purchaser shall at his/her/their own costs, charges and expenses make alterations or improvements to his/her said flat without making or causing any damages to the common wall or portion of the said building and affecting the rights of the other purchaser/s or co-owners. In effecting such additions no brick-built structures of any kind whatsoever can be made, in the outside of the constructed Premises being Schedule "B" hereunder.

6. The Vendee/s/Purchaser/s shall pay the electricity duties and charges in respect of the units so consumed by him/her/their punctually.

7. The Vendee/s/Purchaser/s alongwith the other co-owners or flat owners shall form an association under the prevailing laws of the land and shall abide by the rules, regulations and bylaws of the said Association.

8. In the event of the said building being substantially damaged necessitating reconstruction or material addition, alteration renovations and replacements, the vendee/s/purchaser/s shall be entitled to reconstruct or repair or renovation or replace or make additions and alterations in proportion to the areas of the building and undivided proportionate interest in the land of the said property jointly with other flat owners.

9. Words in this indenture importing singular shall include plural and vice-versa.

10. Words in this indenture importing masculine gender shall include feminine or neuter gender and vice-versa.

SCHEDULE "A" ABOVE REFERRED TO

(Description of the entire property)

ALL THAT the piece and Parcel of land measuring more or less **(7Cottahs 7Chittaks 43 Sq.ft. + 2 cottahs + 1Cottahs 12Chittaks 2 Sq.ft.)** totalling **11cottahs 4chittaks** of land classified as "**Bastu**" situates and lying at **Mouza-Sukchar**, J.L. No. 9, Re. Su. No. 14, Touzi No. 156, comprised and contained in C.S. &**R.S. Dag No. 3214**, under R.S. Khatian no. 401, modified R.S. Khatian No. 2142, P.S. Khardah, A.D.S.R.O. Sodepur, Dist. North 24

Parganas, within the local limits of Panihati Municipality, being amalgamated Holding No. 71, Patuatola Lane, under Ward no. 2 on which the Multistoreyed building (G+4) namely "**SARAT BHABAN**" has been constructed.

BUTTED AND BOUNDED

On the North : Binod Rudra Bhowmick & Municipal Drain.

On the South : 6ft. Wide Patuatola Bye-Lane.

On the East : 20ft. Wide Patuatola Lane.

On the West: Municipal Drain.

SCHEDULE "B" ABOVE REFERRED TO

(Description of the Flat)

ALL THATa self contained residential **Flat being No."**....." on the
Floor,..... **Facing** covering a super builtup area **Sq.ft.**
(inclusive of all service area) consisting ofBed Rooms,..... Dining-cum-Drawing Room, Kitchen, Toilet, W.C. and Verandah/Balcony with **Floor Tiles** flooring within the building "**SARAT BHABAN**" (G+4) into out of and over the "A" Schedule property alongwith the half of thickness joist and common partition wall and common service area and facilities with right and easements all terrace, overhead reservoir, septic tank, plumbing, stair cases, Lift, Roof of the Building, passages, sewers, etc. **TOGETHERWITH** undivided proportionate share of land in the "A" Schedule etc. **AND ALSO** right for enjoying common facilities as mentioned in the Schedule "C".

BUTTED AND BOUNDED

On the North :

On the South :

On the East :

On the West:

Which is vividly shown and delineated in the Plan annexed hereto and boundary line marked by coloured **RED**. The said plan will be treated as a part of this Deed of Conveyance.

THE SCHEDULE "C" ABOVE REFERRED TO

PART - I, COMMON AREAS

1. The foundation, columns, beams, support, corridors, lobbies, landings, entrance and exists for the said flat.
2. The main gate, all open space, Electrical Main line meter & meter room, common submersible pump and Plumbing installations, water pump, Drainage sewers and rain water pipes, septic Tank, underground reservoir & overhead tank.
3. Common Stair and lobbies, Lift & Lift room, corridors, top floor roof.
4. Such other common parts, areas, equipments, installations, fixtures fittings in or about the said building as are necessary of the building and common areas.

Part - II

COMMON EXPENSES TO BE BORNE BY THEPURCHASERS AND OTHER

FLAT OWNERS ON

PRO-RATA BASIS.

1. Cost of maintenance, repairing, redecorating etc. of the main structure and in particular the gutters, fresh and rain water pipe, drains, sewerage and water storage tanks and electric wires, motors and other appliances and passages in or under or upon the building and enjoyed or used by the purchaser in common with the other occupiers of the flats and the main entrance passage landing,

staircase of the building enjoyed by the purchaser or used by his/her/their in common as aforesaid and the boundary walls of the building, compound, terraces etc.

2. Cost of cleaning and lighting the passage, landing, stair case and other parts of building as enjoyed or used by the purchasers in common as aforesaid.
3. Cost of maintenance and decorating the exteriors of the building.
4. Cost of working and maintenance of light and service charges.
5. Municipal rates and taxes, save those separately assessed for flat.
6. Premium for insurance of the building .
7. Costs and charges of establishment for maintenance of the building and the salaries of all persons employed for the same purpose.
8. The office expenses incurred of maintaining the office for common purpose.

IN WITNESS WHEREOF the Parties hereto have set and subscribed their respective hands hereunto without any provocation in sound state of health and mind out of their own accord on this the day, month and year first written above.

SIGNED AND DELIVERED

in presence of following

WITNESSES:

1.

2.

MEMO OF CONSIDERATION

RECEIVED from the within named purchaser/s/vendee/s the total consideration to the tune of **Rs.** **(Rupees****)** Only in the following manner:-

Total **Rs.**

In Words: **Rupees** Only.

Full and final consideration with satisfaction alongwith good health and sound mind on this the day, month and year first written above.

SIGNED AND DELIVERED

in presence of following

WITNESSES:

1.

2.

M/S PIONEER DEVELOPER
Pioneer Nat. Dev.
Partner