

CONVEYANCE

THIS CONVEYANCE made on this day of Two Thousand
Twenty One (2021)

AMONG

SRI ARINDAM DAS (PAN-AJXPD8328G), son of Late Binoy Bhusan Das, by faith-Hindu, by nationality-Indian, by occupation-Business, residing at 32, Badra Baroatitala Road, Post Office-Italgacha, Police Station-Dum Dum, Kolkata -700079, District-North 24 Parganas, the Vendor herein is being represented by his constituted attorney **RADIANT CONSTRUCTION**, a proprietorship firm, having its registered office at 96/5, Dr. J. R. Dhar Road, Post Office & Police Station-Dum Dum, Kolkata-700028, District-North 24 Paraganas, is being represented by its proprietor namely **SRI RABIN DAS (PAN-AUXPD7618N)**, son of Rakhal Chandra Das, by faith-Hindu, by Nationality-Indian, by occupation-Business, residing at 96/5, Dr. J. R. Dhar Road, Post Office & Police Station-Dum Dum, Kolkata-700028, District-North 24 Paraganas, by virtue of registered Development Power of Attorney which was duly registered on 12.02.2020 at the office of the A.D.S.R. at Cossipore Dum Dum and recorded in Book No. 1, Volume No. 1506-2020, Pages from 62534 to 62550, being Deed No. 150601276 for the year 2020, hereinafter referred to as the **VENDOR/LAND OWNER** (which term or expression shall unless otherwise excluded by or repugnant to the context or subject shall deemed to mean and include all his heirs, successors, executors, administrators and assigns) of the **FIRST PART**

AND

(1) **XXX XXXXX XXXXX (PAN XXXXXXXXXXXXX)**, Wo/So XXX XXXX XXXX, By religion XXXX, by Nationality-Indian, by occupation-XXXXXXXX

(2) **XXX XXXXX XXXXX (PAN XXXXXXXXXXXXX)**, Wo/So XXX XXXX XXXX, By religion XXXX, by Nationality-Indian, by occupation-XXXXXXXX, both are residing at..... hereinafter called the "**PURCHASERS**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include their heirs, executors, administrators, successors-in-interest and permitted assigns) of the **SECOND PART**;

For Radiant Construction

Radiant
Proprietor

AND

RADIANT CONSTRUCTION, a proprietorship firm, having its registered office at 96/5, Dr. J. R. Dhar Road, Post Office & Police Station-Dum Dum, Kolkata-700028, District-North 24 Paraganas, is being represented by its proprietor namely **SRI RABIN DAS (PAN-AUXPD7618N)**, son of Rakhil Chandra Das, by faith-Hindu, by Nationality-Indian, by occupation-Business, residing at 96/5, Dr. J. R. Dhar Road, Post Office & Police Station-Dum Dum, Kolkata-700028, District-North 24 Paraganas, hereinafter referred to as the "**DEVELOPER/CONFIRMING PARTY**" (which term or expression shall unless otherwise excluded by or repugnant to the context or subject shall deemed to mean and include all his successors-in- office) of the **THIRD PART**;

WHEREAS one Sri Ajit Kumar Ghosh, son of Phani Bhusan Ghosh of 1/3, Goabagan Street, Kolkata-700006 purchased ALL THAT piece and parcel of land measuring 1.11 satak be the same little more or less lying and situated at Mouza-Badra, J.L. No. 9, R.S. No. 74, Touzi No. 1163, R.S. Dag No. 436 under R.S. Khatian No. 295, Police Station-Dum Dum, Kolkata-700079, District North 24 Parganas from Moulavi Wasimuddin Ahammad by virtue of a registered Deed of Sale which was duly registered on 04.08.1947 in the office D.R. Alipore, 24 Parganas and recorded in Book No. I, Volume No. 49, Pages from 45 to 52, being No. 2249 for the year 1947 and thereafter said one Sri Ajit Kumar Ghosh, son of Phani Bhusan Ghosh mutated his name in the record of concern authority and used to pay taxes and revenue regularly.

ANDWHEREAS while seized and possessed the same said Sri Ajit Kumar Ghosh, son of Phani Bhusan Ghosh sold, conveyed and transferred a plot of Land measuring 03 (three) cottahs 02 (two) chittack 17 (seventeen) Sq. Ft. be the same a little more or less lying and situated at Mouza-Badra, J.L. No. 9, R.S. No. 74, Touzi No. 1163, R.S. Dag No. 436 under R.S. Khatian No. 295, Police Station-Dum Dum, District-North 24 Parganas in favour of Smt. Mina Rani Das (since deceased) by way of a registered Deed of Sale which was duly registered on 13.05.1974 in the office A.D.S.R. at Cossipore Dum Dum and recorded in Book No. I, Volume No. 75, Pages from 1 to 5, being No. 3983 for the year 1974.

ANDWHEREAS by virtue of said Deed of Sale No. 3983/1974 said Smt. Mina Rani Das (since deceased) became the absolute Owner of landed

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Rabi Das
Proprietor

property measuring 03 (three) cottahs 02 (two) chittack 17 (seventeen) Sq. Ft. be the same a little more or less and mutated her name in the record of Dum Dum Municipality in respect of Holding No. 32, Badra Baroaritala Road, Police Station-Dum Dum, Kolkata-700079, District-North 24 Parganas.

ANDWHEREAS while seized and possessed the same said Smt. Mina Rani Das died intestate on 06.08.1994 leaving her surviving her husband namely Sri Benoy Bhusan Das (since deceased) and only son namely Sri Arindam Das, the Land Lord herein as her legal heirs and successors to inherit her property as Hindu Succession Act, 1956.

ANDWHEREAS while seized and possessed the same said Sri Benoy Bhusan Das died intestate on 25.07.1998 leaving him surviving his only son namely Sri Arindam Das, the Land Lord herein as his legal heirs and successors to inherit his property as Hindu Succession Act, 1956.

ANDWHEREAS in the event that happened by way of inheritance said namely Sri Arindam Das, the Land Lord herein became the absolute owner of **ALL THAT** piece and parcel of land underneath measuring about 03 (three) cottahs 02 (two) chittack 17 (seventeen) Sq. Ft. be the same a little more or less lying and situated at Mouza-Badra, J.L. No. 9, R.S. No. 74, Touzi No. 1163, R.S. Dag No. 436 under R.S. Khatian No. 295 within the local limits of Ward No. 001 Dum Dum Municipality having Holding No. 32, Badra Baroaritala Road, Police Station-Dum Dum, Kolkata-700079 within the jurisdiction of A.D.S.R. at Cossipore Dum Dum in the District of North 24 Parganas and mutated his name in the record of Dum Dum Municipality and also BL & LRO office in respect of L.R. Dag No. 436 under L.R. Khatian No. 3.

ANDWHEREAS the **LANDOWNER** herein is being desirous to raise a multi storied building over the first schedule land has applied before the municipal authorities of Dum Dum Municipality for sanctioning a building plan of a multi storied building over the said property ;

ANDWHEREAS the said Sri Arindam Das, the Land Lord herein entered into a registered Development Agreement with the Promoter herein which was duly registered on 12.02.2020 in the office at A.D.S.R. at Cossipore

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[Signature]
Proprietor

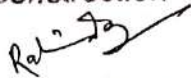
Dum Dum and recorded in Book No. I, Volume No. 1506-2020, Pages from 61375 to 61403, being No. 150601257 for the year 2020.

ANDWHEREAS in terms of the said Development Agreement No. 150601257/2020 said Sri Arindam Das, the Land Lord herein entered into a registered Development Power of Attorney in the favor of the Promoter herein which was duly registered on 12.02.2020 in the office at A.D.S.R. at Cossipore Dum Dum and recorded in Book No. 1, Volume No. 1506-2020, Pages from 62534 to 62550, being Deed No. 150601276 for the year 2020.

ANDWHEREAS the Vendor/Land owner thereafter obtained a building sanction plan from the authorities of local Dum Dum Municipality for raising a multi-storied building over the land measuring 03 (three) cottahs 02 (two) chittack 17 (seventeen) Sq. Ft. be the same a little more or less be the same a little more or less being the land described in FIRST SCHEDULE hereunder written through plan No. 258/2020-21 dated 11.05.2020.

ANDWHEREAS the Purchasers herein of the Second Part after taking inspection in respect of the title of the land, Sanction Plan and its Design and Drawing and other specification whatsoever satisfied themselves desire to purchase a **ALL THAT** a self contained and independent flat being **Flat No.** on theFloor (..... **Portion**) measuring a **Carpet Area** of **Sq. Ft.** (.....**Sq. Ft. Covered Area**) with marble floor with the common rights and facilities on the ground floor of the said G+IV Storied building known as and called as **"MEENA RESIDENCY"** be the same a little more or less consisting of (....) Bedrooms,(.....) toilet,(.....) balcony,(....) kitchen cum dining/drawing with undivided proportionate share of the land underneath as described in the **SCHEDULE "A"** written hereinabove, lying under Ward No. 001 of Dum Dum Municipality having Holding No. 32, Badra Baroaritala Road, Police Station-Dum Dum, Kolkata-700079 within the jurisdiction of A.D.S.R. at Cossipore Dum Dum in the District of North 24 Parganas.

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ANDWHEREAS the party of the Second Part/the Purchasers herein intend to purchase a self contained **ALL THAT** a self contained and independent flat being **Flat No.** on theFloor (..... Portion) measuring a **Carpet Area** of **Sq. Ft. (.....Sq. Ft. Covered Area)** with marble floor with the common rights and facilities on the ground floor of the said G+IV Storied building known as and called as **"MEENA RESIDENCY"** be the same a little more or less consisting of (....) Bedrooms,(.....) toilet,(.....) balcony,(....) kitchen cum dining/drawing with undivided proportionate share of the land underneath as described in the **SCHEDULE "A"** written hereinabove, lying under Ward No. 001 of Dum Dum Municipality having Holding No. 32, Badra Baroaritala Road, Police Station-Dum Dum, Kolkata-700079 within the jurisdiction of A.D.S.R. at Cossipore Dum Dum in the District of North 24 Parganas and the Party of the First Part & Third Part has agreed to sell the sell out of Developer's Allocation morefully and particularly described in the Second Schedule hereunder and hereinafter referred as the 'Said Flat' together with undivided common areas, stairs, Lift, facilities & amenities appended thereto at and for a total consideration of **Rs. XXXXXXXXXX/- (Rupees XXXXXXXXXXXXXXXX)** only free from all encumbrances and accordingly both the parties herein entered into a Agreement for Sale free from all encumbrances.

NOW THIS INDENTURE WITNESSETH in pursuance of the said Agreement and in consideration of the sum of **Rs. XXXXXXXXXX/- (Rupees XXXXXXXXXXXXXXXX)** only paid by the Purchasers to Developer on or before execution of these presents (the receipts whereof the Developer doth hereby admit and acknowledge and the Developer do and each of them doth hereby confirm, acquit, release and forever discharge the Purchasers as well as the said **ALL THAT** a self contained and independent flat being **Flat No.** on theFloor (..... Portion) measuring a **Carpet Area** of **Sq. Ft. (.....Sq. Ft. Covered Area)** with marble floor with the common rights and facilities on the ground floor of the said G+IV Storied building known as and called as **"MEENA**

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Raj
Proprietor

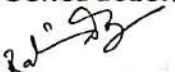
RESIDENCY be the same a little more or less consisting of (....) Bedrooms,(.....) toilet,(.....) balcony,(....) kitchen cum dining/drawing with undivided proportionate share of the land underneath as described in the **SCHEDULE "A"** written hereinabove, lying under Ward No. 001 of Dum Dum Municipality having Holding No. 32, Badra Baroaritala Road, Police Station-Dum Dum, Kolkata-700079 within the jurisdiction of A.D.S.R. at Cossipore Dum Dum in the District of North 24 Parganas hereby sold and conveyed the Developer do and each of them doth hereby grant, transfer and convey **ALL THAT** a self contained and independent flat being **Flat No.** on theFloor (**..... Portion**) measuring a **Carpet Area** of **Sq. Ft. (.....Sq. Ft. Covered Area)** with marble floor with the common rights and facilities on the ground floor of the said G+IV Storied building known as and called as **"MEENA RESIDENCY"** be the same a little more or less consisting of (....) Bedrooms,(.....) toilet,(.....) balcony,(....) kitchen cum dining/drawing with undivided proportionate share of the land underneath as described in the **SCHEDULE "A"** written hereinabove, lying under Ward No. 001 of Dum Dum Municipality having Holding No. 32, Badra Baroaritala Road, Police Station-Dum Dum, Kolkata-700079 within the jurisdiction of A.D.S.R. at Cossipore Dum Dum in the District of North 24 Parganas out of the First Schedule property alongwith the undivided proportionate share in the land on which the said **Flat No. on the (..... Portion)** is erected or built and to use the common areas and facilities mentioned in the Third Schedule hereto and subject to bear and pay proportionate share of the liabilities and obligations mentioned in the Fourth Schedule and subject to and on the terms and conditions contained in the Schedule hereto, free from all encumbrances **TO HAVE AND TO HOLD** the said entire **Flat No. on the (..... Portion)** unto and to use of the Purchasers absolutely and forever **PROVIDED HOWEVER** that notwithstanding anything contained herein (including the Schedule hereunder written) **AND** subject to the provisions hereinbefore contained and without prejudice to the same the

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Developer do hereby covenant with the Purchaser that the Developer have good right, full power and absolute authority to grant, convey, transfer and assure the said **Flat No. on the (..... Portion)** and every part thereof unto the Purchasers in the manner aforesaid but subject to the terms, obligations and conditions herein contained and that the Purchasers shall or may all times hereinbefore peaceably and quietly possess and enjoy the same and every part thereof according to the terms herein contained and such as therein provided to receive and realize the rents, issues and profits thereof without any eviction, interruption, claim and demand whatsoever by the Developer or any person claiming lawfully or equitably through under or in trust for him or them **AND** the Developer do further covenant with the Purchasers that the Developer and all persons having or lawfully or equitably claiming through under or in trust for the Developer as aforesaid shall and will time to time and at all times hereinafter at the request and costs of the Purchaser cause to be done or executed all such acts, matters and things whatsoever for further better and more perfectly assuring the said **Flat No. on the (..... Portion)** and every part thereof unto the Purchasers in the manner and subject to the terms, obligations and conditions herein contained as shall or may be reasonably required **AND ALSO** the Developer do hereby covenant with the Purchasers that the Developer herein will upon every reasonable request of the Purchasers and at the costs of the Purchasers produce for inspection the documents of title relating to the **Flat No. on the (..... Portion)** hereby sold and furnish such copies or extract therefrom as the Purchasers may require and will keep the said documents safe uncanceled and undefaced. The Purchasers agreed that this registered Deed will be forced subject to Clearings of all Dues. The Purchasers do and each them doth hereby covenant with the Vendor that they shall observe, perform and comply with all terms, conditions and covenants mentioned in the several Schedule written hereunder and declare and

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confirm that they have purchased the property subject to all matters written hereunder.

NOW IT IS FURTHER AGREED AND DECLARED by and between the Vendor and the Purchasers as follows :-

1. The Purchasers shall be liable to pay directly to the Dum Dum Municipality and/or other appropriate authorities and to contribute in proportion to the floor area of the said **Flat No. on the (..... Portion)** hereby conveyed to them towards or in the accounts of the payment of the municipal taxes and other outgoings payable in respect of the said and/or the said premises and in cases where the said payment shall not be made directly to the Dum Dum Municipality and/or any statutory authorities aforesaid the same shall be made over by the purchasers to the Owners/Developers of the other Flats of the buildings for the said purpose represented as a body by an Association or Society of the purchasers of the flats of the said building of the said purpose. The owners of the other flats of the Association when formed shall have the right of realization of their dues from their if the same is in arrear through the proper Court of Law. The costs of the maintenance of the common areas and facilities of the said land and building as defined in Section 3D of the West Bengal Apartment Ownership Act, 1972 as amended upto date be borne by the purchasers with all other owners of the other flats in proportion to the covered area of the said flat and in the event of non-payment dues from the purchasers may be released by the owners of the other flats of the said building or by the Association or Society when formed in like manner as aforesaid.
2. The Purchasers shall have full and absolute ownership and proprietary rights and interests in the said flat except that of demolishing committing waste of the said flat of the said building or

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[Signature]
Proprietor

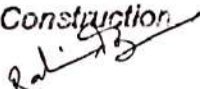
any part thereof in any manner so as to effect the Vendor or other Owners who have already purchased or acquired or may hereafter purchase or acquire similar proprietary rights and interest in any flat as covered by these presents.

3. The Purchasers shall be the absolute owners of the said **Flat No. on the (..... Portion)** and shall have further right to sell, mortgage, let out, lease out or transfer by way of gift or otherwise alienate the whole or any part or portion of the said **Flat No. on the (..... Portion)** hereby conveyed without the consent of the Vendor/Developer herein or any other owner or owners of other flats of the said building.
4. The Purchasers will have right of undivided share and interests in the said soil of land morefully described in the First Schedule hereunder written shall remain joint for ever with the Owners of other Flats of the said building, it being hereby further declared that the interest in the said soil or the said plot of land is impartible.

FIRST SCHEDULE ABOVE REFERRED TO :

ALL THAT piece and parcel of land underneath measuring about 03 (three) cottahs 02 (two) chittack 17 (seventeen) Sq. Ft. be the same a little more or less together with G+IV Storied building to be constructed known as "**MEENA RESIDENCY**" lying and situated at Mouza-Badra, J.L. No. 9, R.S. No. 74, Touzi No. 1163, R.S. Dag No. 436 under R.S. Khatian No. 295, L.R. Dag No. 436 under L.R. Khatian No. 3 within the local limits of Ward No. 001 of Dum Dum Municipality having Holding No. 32, Badra Baroaritala Road, Police Station-Dum Dum, Kolkata-700079 within the jurisdiction of A.D.S.R. at Cossipore Dum Dum in the District of North 24 Parganas and which is being butted and bounded as follows :

ON THE NORTH	:	By 21'-0" Wide Municipal Road;
ON THE SOUTH	:	By Property of Dinesh Poddar;
ON THE EAST	:	By Property of Joshna Rani Deb;

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ON THE WEST : By 11'-0" Wide Common Passage.

SECOND SCHEDULE ABOVE REFERRED TO :


ALL THAT a self contained and independent flat being **Flat No.** on theFloor (..... Portion) measuring a **Carpet Area** of **Sq. Ft.** (.....**Sq. Ft. Covered Area**) with marble floor with the common rights and facilities on the ground floor of the said G+IV Storied building known as and called as **"MEENA RESIDENCY"** be the same a little more or less consisting of (....) Bedrooms,(.....) toilet,(.....) balcony,(....) kitchen cum dining/drawing with undivided proportionate share of the land underneath as described in the **FIRST SCHEDULE** written hereinabove, lying at Ward No. 001 of Dum Dum Municipality having Holding No. 32, Badra Baroaritala Road, Kolkata-700079 within the jurisdiction of A.D.S.R. at Cossipore Dum Dum in the District of North 24 Parganas along with proportionate undivided share of land underneath and all common areas, Lift facilities, amenities and easement rights and sketch map or plan showing border **"RED"** is annexed herewith and is a part of this Deed.

THIRD SCHEDULE ABOVE REFERRED TO

(COMMON PARTS/ PORTIONS)

Common parts/portions described in this Deed of Conveyance shall mean:-

1. The foundations, columns, girders, beam, supports, main walls, corridor, stairs and entrance and exist, the roof of the building along with roof right and main gate and common passage.
2. All drainage and sewerage lines and other installations except only those installed within the exclusive area of any flat and/or exclusively for its use.
3. Staircase, lobbies/unless it is exclusively attached to the Flat/on all the floors, including installations.
4. Electric and electrical wiring and other fittings (excluding only those installed within the exclusive area of any flat and/or exclusively for its use). The Purchasers also paid the agreed amount relating to installation, electricity separately in common meter box.

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5. Water pump, water pump space, overhead water tank, together with all common plumbing installations for carriage of water (save only those exclusively within and for the exclusive use of any flat) septic tank proportionate spaces around the building.
6. Such other common parts, areas, equipments, installations, fittings, fixtures and spaces on or about the land and the building as may be necessary for passage to and/or user the Flats in common by the Co-Owner/S.
7. Lift & Lift Machine Room.

THE FOURTH SCHEDULE ABOVE REFERRED TO

The Purchasers will bear the expenses mentioned hereunder :

1. The expenses of maintaining, repairing redecorating of the main structure and the outer side of the building and in particular the gutter, rain water pipes and electric wires in under or upon the building and to enjoyed or used in common with the occupiers, Purchasers of other flats and the main entrance passage, landings and staircase of the building as enjoyed in common with the occupiers of other flats in the said building.
2. The Municipal Taxes including Surcharge and/or other outgoings, levies etc. for Floor Flat will be paid by the Purchasers from the date of possession or from the date of registration of the flat whichever is earlier.
3. The cost of clearing and lighting the passage, landings, staircase etc. and other parts of the building.
4. The salaries of Jamadars, Care-taker, officers, Clerks, Bill Collectors, Chowkidars, Sweepers, Electricians, Plumbers and other employees.
5. The cost of working and maintenance of pumps and of common lights, service charge.
6. All expenses of common service and in connection with common areas and facilities.
7. Such other expenses as are necessary or incidental for the maintenance upkeep of the premises.

For Radiant Construction

R. S. G.
Proprietor

IN WITNESS WHEREOF the parties have set and subscribed their respective hands on the day, month and year first above written.

SIGNED, SEALED & DELIVERED

by the Parties at Kolkata

in the presence of :-

For Radiant Construction

Radiant
Proprietor

WITNESSES :-

1.

(Constitute Attorney of SRI ARINDAM DAS)

SIGNATURE OF THE OWNERS/VENDORS

2.

SIGNATURE OF THE PURCHASERS

For Radiant Construction

Radiant *Radiant*
Proprietor

SIGNATURE OF THE DEVELOPER/CONFIRMING PARTY

Drafted by me :-

MEMO OF CONSIDERATION

RECEIVED of and from the above mentioned Purchasers the within mentioned sum of **Rs. XXXXXXXXXXXXXXXX/- (Rupees XXXXXXXXXXXXXXXX)** only as full and final consideration AS per terms of these presents, as per memo given below :-

MEMO

Cheque No.	Date	Bank	Branch	Amount
				Rs.
				Rs.
				Rs.
Total				Rs. XXXXXXXXXXXXXXXX

(Rupees XXXXXXXXXXXXXXXX) only

WITNESSES :-

1.

2.

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SIGNATURE OF THE DEVELOPER