

DEED OF CONVEYANCE

THIS INDENTURE made this the ____ day of _____, 20__ (Two thousand and _____)
A.D;

BETWEEN

Contd.....

[1] SHRI ASIM KUMAR MUKHERJEE @ ASHIM KUMAR MUKHERJEE [PAN – AEUPM4836L] [AADHAR NO. - 9109 2247 3252], son of Late Anil Kumar Mukherjee, by faith- Hindu, by occupation- Retired, residing at 159B, Sarsuna Main Road (Mailing Address - 66/5, Sarsuna Main Road) P.S.- Sarsuna, P.O- Sarsuna, Kolkata- 700061; **[2] SHRI ASHIS KUMAR MUKHERJEE [PAN – ADEPM5330N] [AADHAR NO. – 7665 8840 5054]**, son of Late Anil Kumar Mukherjee, by faith- Hindu, by occupation- Retired, residing at 159B, Sarsuna Main Road (Mailing Address - 66/5, Sarsuna Main Road) P.S.- Sarsuna, P.O- Sarsuna, Kolkata- 700061 and **[3] SHRI ALOKE KUMAR MUKHERJEE [PAN – CWMPM4323G] [AADHAR NO. – 9774 9244 5260]**, son of Late Anil Kumar Mukherjee, by faith- Hindu, by occupation- Business, residing at 159B, Sarsuna Main Road (Mailing Address - 66/5, Sarsuna Main Road) P.S.- Sarsuna,, P.O- Sarsuna, Kolkata- 700061, represented by their constituted attorney - **M/s. AHIMA REALTORS PRIVATE LIMITED [PAN- AAFC9597C]**, a limited company incorporated under the Companies Act, 1956, having it's present registered office at 43A, Jyotish Roy Road, P. S. – Behala, Kolkata – 700 053 formerly at 268/1, S.N. Roy Road, P.S.-Behala, Kolkata-700 038, represented by it's managing director - **SHRI UJJAL AUDDY [PAN-ADAPA9306N] [AADHAR NO. – 9219 6188 1023]**, son of Late Ahindra Kumar Auddy, by faith – Hindu, both by occupation – Business, residing at 268/1, S.N. Roy Road, P.S.-Behala, P.O- New Alipore, Kolkata-700 038, in the District of South 24-Parganas, vide Agreement for Development and Development Power dated 16th day of January 2019 registered in the office of the District Sub Registrar –II, South 24 Parganas, West Bengal and recorded in Book No. I, Volume No. 1602-2020, from Page 38483 to 38564 as Being No.160200445 for the year 2020, hereinafter referred to as the "**LANDOWNERS**" (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their respective legal heirs, executors, administrators, legal representatives and assigns).

AND

M/s. AHIMA REALTORS PRIVATE LIMITED [PAN- AAFC9597C], a private limited company incorporated under the Companies Act, 1956, having it's present registered office at 43A, Jyotish Roy Road, P. S. – Behala, Kolkata – 700 053 formerly at 268/1, S.N. Roy Road, P.S.-Behala, Kolkata-700 038, represented by it's managing director - **SHRI UJJAL AUDDY [PAN-ADAPA9306N] [AADHAR NO. – 9219 6188 1023]**, son of Late Ahindra Kumar Auddy, by faith – Hindu, by occupation – Business, residing at 268/1, S.N. Roy Road, P.S.- Behala, P.O- New Alipore, Kolkata-700 038, in the District of South 24-Parganas, hereinafter referred to as the "**DEVELOPER**"(which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include other directors, executors, successors/ successors-in- office, administrators, legal representatives, nominees, and/or permitted assigns)

AND

[1] _____, [PAN – _____] [AADHAR NO. - _____] wife of _____, by faith- _____, by occupation- _____, by nationality - Indian and [2] _____, [PAN – _____] [AADHAR NO. - _____] son of _____, by faith- _____, by occupation- _____, by nationality - Indian, both are presently residing at _____, P. O. _____, P. S.- _____, Kolkata – _____, hereinafter called the “**ALLOTTEE/PURCHASERS**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the allottee’s heirs, executors, administrators, successors-in-interest and permitted assigns).

WHEREAS by an indenture written in Bengali language dated 7th of May, 1949, Shri Jayat Sen Ghose and Shri Ranat Sen Ghose, both son of Late Debendra Chandra Ghose, of 25, Baranashi Ghose Street, Jorasako, Kolkata transferred and conveyed on Chirosthayi Kayemi Mouroshi Mokarrari Niskar Satwo Patta unto and to use of one Giribala Debi (since deceased), wife of Shri Harendra Nath Mukhopadhyay of 18F, Sahanagar Road, P.S-Tollygunge, Kolkata, District 24 Parganas (South), together with all sale and transferrable right title and interest ALL THAT piece and parcel of Danga land measuring more or less 0.18 Acre equivalent to 10 Cottahs 12 Chittacks comprised in C. S. Dag No. 354 of Touzi No. 351 J.L. No.16, R. S.No. 81 recorded in C.S. Khatian No. 206, Sub Khatian No. 211 situated at Mouja – Dakshin Behala, Pargana- Balia, P.S-Behala, Sub Registry Office at Alipore, District 24 Parganas (South), under South Suburban Municipality. The said deed was registered on 10th day of May, 1949, in the office of the Joint Sub-Registrar of Alipore at Behala, Dist.24 Parganas, recorded in Book No.1, Vol. No.11 as Being No.527 for the year 1949.

AND WHEREAS said Giribala Debi Mukhopadhyay (since deceased) while seized and possessed of the aforesaid land and property, mutated her name in the record of right with the B. L. & L. R. Office (T. M. Block) in respect of ALL THAT piece and parcel of Danga land measuring more or less 0.18 Acre equivalent to 10 Cottahs 12 Chittacks comprised in C. S. Dag No. 354 of Touzi No. 351 J.L. No.16, R. S.No. 81 recorded in C.S. Khatian No. 206, Sub Khatian No. 211 situated at Mouja – Dakshin Behala, Pargana- Balia, P.S-Behala, Sub Registry Office at Alipore, District 24 Parganas (South) and the same was recorded as R. S. Dag No. 354/1009 corresponding to C. S. Dag No. 354 and recorded in R. S. Khatian No. 457 corresponding to C. S. Khatian No. 206 and thereafter mutated her name with South Suburban Municipality and built a two storied residential building thereat and the said property was

assessed as Holding No. 159/170, Sarsuna Main Road, Calcutta – 700 061 under Ward No. 24 of South Suburban Municipality.

AND WHEREAS said Giribala Debi Mukhopadhyay died intestate leaving behind her surviving her legal heirs namely- (1) Shri Harendra Nath Mukhopadhyay (Husband) and (2) Shri Anil Kumar Mukhopadhyay (Only Son), as her inheritors in her place as per the Hindu Succession Act, 1956.

AND WHEREAS said Harendra Nath Mukhopadhyay died intestate leaving behind him surviving his only legal heir - Shri Anil Kumar Mukhopadhyay (Only Son), as his inheritor in his place as per the Hindu Succession Act, 1956.

AND WHEREAS said Shri Anil Kumar Mukhopadhyay (since deceased) thereafter duly mutated his name in the records of South Suburban Municipality and the aforesaid land along with a structure thereon together with common passage thereon was recorded as 159/170, Sarsuna Main Road, Calcutta – 700 061 and started paying the municipal taxes regularly and enjoying the same free from all encumbrances.

AND WHEREAS by way of a Deed of Gift written in Bengali language dated 19th day of July, 1989, Shri Anil Kumar Mukhopadhyay gifted, transferred and conveyed unto and to use of his younger Son- Shri Ashis Kumar Mukherjee, ALL THAT piece and parcel of vacant Danga land measuring more or less 1 Cottahs 10 Chittacks 33 Sq.ft out of the total 10 Cottah 12 Chittack Danga Land comprised in Dag Nos.354 of Touzi Nos. 351 J.L. No.16, R.S.No. 81 recorded in C.S. Khatian No. 206, Sub Khatian No. 211 situated at Mouja – Dakshin Behala, Pargana- Balia, P.S-Thakurpukur, Sub Registry Office at Alipore, District 24 Parganas (South), under South Suburban Municipality (formerly) later Kolkata Municipal Corporation (S. S. Unit). The said deed was registered on 19th day of July, 1989, in the office of the Additional District Sub-Registrar of Behala, Dist.24 Parganas (South), recorded as Being No.2683 for the year 1989. Further rectified on the 9th of February 1990 and the same was reregistered on 9th day of February, 1990, in the office of the Additional District Sub-Registrar of Behala, Dist.24 Parganas (South), recorded as Being No.505 for the year 1990.

AND WHEREAS by way of an another Deed of Gift written in Bengali language dated 26th day of July, 1989, Shri Anil Kumar Mukhopadhyay gifted, transferred and conveyed unto and to use of his eldest Son- Shri Ashim Kumar Mukherjee, ALL THAT piece and parcel of vacant Danga land measuring more or less 1 Cottahs 10 Chittacks 30 Sq.ft out of the total 9 Cottah 1 Chittack 12 Sq.ft Danga Land (after

gift to Shri Ashis Kumar Mukherjee) comprised in Dag Nos.354 of Touzi Nos. 351 J.L. No.16, R.S.No. 81 recorded in C.S. Khatian No. 206, Sub Khatian No. 211 situated at Mouja – Dakshin Behala, Pargana- Balia, P.S-Behala (formerly) later Thakurpukur, Sub Registry Office at Alipore, District 24 Parganas (South), under South Suburban Municipality (formerly) later Kolkata Municipal Corporation (S. S. Unit). The said deed was registered on 26th day of July, 1989, in the office of the District Registrar at Alipore, Dist.24 Parganas (South), recorded as Being No.10252 for the year 1989.

AND WHEREAS by way of a registered Deed of Sale written in Bengali language, Shri Anil Kumar Mukhopadhyay sold, transferred and conveyed unto and to use of one Shri Mohini Das, ALL THAT piece and parcel of vacant Danga land measuring more or less 1 Cottahs 8 Chittacks 13 Sq.ft out of the total 7 Cottahs 6 Chittacks 27 Sq.ft Danga Land (after gift to Shri Ashis Kumar Mukherjee and Shri Ashim Kumar Mukherjee) comprised in Dag Nos.354 of Touzi Nos. 351 J.L. No.16, R. S. No. 81 recorded in C.S. Khatian No. 206, Sub Khatian No. 211 situated at Mouja – Dakshin Behala, Pargana- Balia, P.S-Behala (formerly) later Thakurpukur, Sub Registry Office at Alipore, District 24 Parganas (South), under South Suburban Municipality(formerly) later Kolkata Municipal Corporation (S.S.Unit). The total consideration amount received by Shri Anil Kumar Mukhopadhyay, out of the sold portion of land to Shri Mohini Das was gifted by Shri Anil Kumar Mukhopadhyay to his youngest Son – Shri Alope Kumar Mukherjee, as share of land to be gifted to his youngest son.

AND WHEREAS Shri Ashim Kumar Mukherjee duly mutated his name in the records of Kolkata Municipal Corporation in respect of more or less 1 Cottahs 10 Chittacks 30 Sq.ft Danga Land comprised in Dag Nos.354 of Touzi Nos. 351 J.L. No.16, R. S. No. 81 recorded in C.S. Khatian No. 206, Sub Khatian No. 211 situated at Mouja – Dakshin Behala, Pargana- Balia, P.S- Thakurpukur, Sub Registry Office at Alipore, District 24 Parganas (South), under Ward No 126 of Borough 14 of the Kolkata Municipal Corporation (South Suburban Unit) and now demarcated and known as KMC Premises No. 159B, Sarsuna Main Road, Kolkata – 700 061, being Assessee No. 411261803773 and was paying the municipal taxes regularly and enjoying the same free from all encumbrances and built a two storied residential building out of his own resources.

AND WHEREAS Shri Ashis Kumar Mukherjee duly mutated his name in the records of Kolkata Municipal Corporation in respect of more or less 1 Cottahs 10 Chittacks 33 Sq.ft Danga Land comprised in Dag Nos. 354 of Touzi Nos. 351 J.L. No.16, R. S. No. 81 recorded in C.S. Khatian No. 206, Sub Khatian No. 211 situated at Mouja – Dakshin Behala, Pargana- Balia, P.S- Thakurpukur, Sub Registry Office at Alipore, District 24 Parganas (South), under Ward No 126 of Borough 14 of the

Kolkata Municipal Corporation (South Suburban Unit) and now demarcated and known as KMC Premises No. 159C, Sarsuna Main Road, Kolkata – 700 061, being Assessee No. 411261803086 and was paying the municipal taxes regularly and enjoying the same free from all encumbrances and built a two storied residential building out of his own resources.

AND WHEREAS said Anil Kumar Mukhopadhyay died intestate on 14.12.1993 leaving behind him surviving his legal heirs namely- (1) Shri Ashim Kumar Mukherjee (Son), (2) Shri Ashis Kumar Mukherjee (Son), (3) Shri Alope Kumar Mukherjee (Son), (4) Smt Krishna Banerjee (Mukherjee) (Married daughter), (5) Smt Maitrayee Banerjee (Mukherjee) (Married daughter) and (6) Smt Sulekha Mukherjee (Wife) as his inheritors in his place as per provisions of the Hindu Succession Act, 1956, who jointly inherited total 5 Cottahs 14 Chittacks 14 Sq.ft Danga Land (after gift to Shri Ashish Kumar Mukherjee, Shri Ashim Kumar Mukherjee and sale to Shri Mohini Das) comprised in Dag Nos.354 of Touzi Nos. 351 J.L. No.16, R. S. No. 81 recorded in C.S. Khatian No. 206, Sub Khatian No. 211 situated at Mouja – Dakshin Behala, Pargana- Balia, P.S- Thakurpukur, Sub Registry Office at Alipore, District 24 Parganas (South), under Ward No 126 of Borough- 14 of the Kolkata Municipal Corporation (South Suburban Unit) demarcated and known as KMC Premises No. 159, Sarsuna Main Road, Kolkata – 700 061.

AND WHEREAS (1) Shri Ashim Kumar Mukherjee, (2) Shri Ashis Kumar Mukherjee, (3) Shri Alope Kumar Mukherjee (4) Smt Krishna Banerjee (Mukherjee), (5) Smt Maitrayee Banerjee (Mukherjee) and (6) Smt Sulekha Mukherjee (Wife) thus became entitled to land along with a structure thereon more or less 5 Cottahs 14 Chittacks 14 Sq.ft Danga Land comprised in Dag Nos.354 of Touzi Nos. 351 J.L. No.16, R. S. No. 81 recorded in C.S. Khatian No. 206, Sub Khatian No. 211 situated at Mouja – Dakshin Behala, Pargana- Balia, P.S- Thakurpukur, Sub Registry Office at Alipore, District 24 Parganas (South), under Ward No 126 of Borough 14 of the Kolkata Municipal Corporation (South Suburban Unit) demarcated and known as KMC Premises No. 159, Sarsuna Main Road, Kolkata – 700 061, being Assessee No. 411261801442 and were jointly paying the municipal taxes regularly and enjoying the same free from all encumbrances but the mutation was pending.

AND WHEREAS by way of a registered Deed of Sale written in Bengali language, (1) Shri Ashim Kumar Mukherjee, (2) Shri Ashis Kumar Mukherjee, (3) Shri Alope Kumar Mukherjee, (4) Smt Krishna Banerjee (Mukherjee) (5) Smt Maitrayee Banerjee (Mukherjee) and (6) Smt Sulekha Mukherjee (Wife) sold, transferred and conveyed unto and to use of one Shri Taposh Nag, ALL THAT piece and parcel of vacant Danga land measuring more or less 1 Cottahs 13 Chittacks 27 Sq.ft out of the total 5

Cottahs 14 Chittacks 14 Sq.ft Danga Land comprised in Dag Nos.354 of Touzi Nos. 351 J.L. No.16, R. S. No. 81 recorded in C.S. Khatian No. 206, Sub Khatian No. 211 situated at Mouja – Dakshin Behala, Pargana- Balia, P.S- Thakurpukur, Sub Registry Office at Alipore, District 24 Parganas (South), under Ward No 126 of Borough 14 of the Kolkata Municipal Corporation (South Suburban Unit) demarcated and known as KMC Premises No. 159, Sarsuna Main Road, Kolkata – 700 061. The total consideration amount received by them, out of the sold portion of land to Shri Taposh Nag was gifted by (1) Shri Ashim Kumar Mukherjee, (2) Shri Ashis Kumar Mukherjee, (3) Smt Krishna Banerjee (Mukherjee) and (4) Smt Maitrayee Banerjee (Mukherjee) to their youngest brother – Shri Alope Kumar Mukherjee, for his only daughter’s marriage.

AND WHEREAS Smt Sulekha Mukherjee died intestate on 08.01.2006 leaving behind her surviving her legal heirs namely- (1) Shri Ashim Kumar Mukherjee (Son), (2) Shri Ashis Kumar Mukherjee (Son), (3) Shri Alope Kumar Mukherjee (Son), (4) Smt Krishna Banerjee (Mukherjee) (Married daughter) and (5) Smt Maitrayee Banerjee (Mukherjee) (Married daughter) as her inheritors in her place as per provisions of the Hindu Succession Act, 1956, who jointly inherited total 4 Cottahs 0 Chittacks 32 Sq.ft Danga Land comprised in Dag Nos.354 of Touzi Nos. 351 J.L. No.16, R. S. No. 81 recorded in C.S. Khatian No. 206, Sub Khatian No. 211 situated at Mouja – Dakshin Behala, Pargana- Balia, P.S- Thakurpukur, Sub Registry Office at Alipore, District 24 Parganas (South), under Ward No 126 of Borough 14 of the Kolkata Municipal Corporation (South Suburban Unit) demarcated and known as KMC Premises No. 159, Sarsuna Main Road, Kolkata – 700 061.

AND WHEREAS (1) Shri Ashim Kumar Mukherjee, (2) Shri Ashis Kumar Mukherjee, (3) Shri Alope Kumar Mukherjee (4) Smt Krishna Banerjee (Mukherjee) and (5) Smt Maitrayee Banerjee (Mukherjee) thus became entitled to land along with a structure thereon more or less 4 Cottahs 0 Chittacks 32 Sq.ft Danga Land comprised in Dag Nos.354 of Touzi Nos. 351 J.L. No.16, R. S. No. 81 recorded in C.S. Khatian No. 206, Sub Khatian No. 211 situated at Mouja – Dakshin Behala, Pargana- Balia, P.S- Thakurpukur, Sub Registry Office at Alipore, District 24 Parganas (South), under Ward No 126 of Borough 14 of the Kolkata Municipal Corporation (South Suburban Unit) demarcated and known as KMC Premises No. 159, Sarsuna Main Road, Kolkata – 700 061, being Assessee No. 411261801442 and were jointly paying the municipal taxes regularly and enjoying the same free from all encumbrances but the mutation was pending.

AND WHEREAS, said Smt Krishna Banerjee (Mukherjee) and Smt Maitrayee Banerjee (Mukherjee), who are well settled in their respective married lives out of profound natural love and affection

towards their brothers, by way of a registered Deed of Gift dated 24. 09.2015 being donors therein, have unconditionally gifted their respective 1/5th shares totalling joint undivided 2/5th share of 4 Cottahs 0 Chittacks 32 Sq.ft Danga Land totalling undivided 1 Cottah 9 Chittack 39 sft along with 2/5th share of undivided 1000 sft totaling 400 sft of pucca structure lying and situated at and being KMC Premises No. 159, Sarsuna Main Road, Kolkata – 700 061 comprised in Dag Nos.354 of Touzi Nos. 351 J.L. No.16, R. S. No. 81 recorded in C.S. Khatian No. 206, Sub Khatian No. 211 situated at Mouja – Dakshin Behala, Pargana- Balia, P.S- Thakurpukur, Sub Registry Office at Alipore, District 24 Parganas (South), under Ward No 126 of Borough 14 of the Kolkata Municipal Corporation (South Suburban Unit), to and unto the use of their brothers - (1) Shri Ashim Kumar Mukherjee, (2) Shri Ashis Kumar Mukherjee, (3) Shri Alope Kumar Mukherjee and handed over physically vacant possession of the same forever free from all encumbrances whatsoever. The said deed of gift dated 24.09.2015 was duly registered the same date at the office of the Additional Registrar of Assurances- I, Kolkata and recorded in Book No-I, C.D. Volume No.1901-2015, from Page No.117523 to 117549, Being No. 190107770 for the year 2015. Due to some unintentional minor typing mistakes later found in the aforesaid Deed of Gift dated 24.09.2015, a Deed of Declaration dated 14.10.2015 was also executed and registered at the office of the Additional Registrar of Assurances- I, Kolkata and recorded in Book No-I, C.D. Volume No.1901-2015, from Page No.142275 to 142294, Being No. 190108498 for the year 2015.

AND WHEREAS thus by virtue of the aforesaid registered Deed of Gift dated 24.09.2015 (being No.190107770 for the year 2015) and subsequent registered Deed of Declaration dated 14.10.2015 (being No. 190108498 for the year 2015), said (1) Shri Ashim Kumar Mukherjee, (2) Shri Ashis Kumar Mukherjee, (3) Shri Alope Kumar Mukherjee became the absolute Joint Owners and got entitled to the aforesaid land and were exercising all their joint right of ownership and possession over the said property along with a structure thereon being **ALL THAT** piece and parcel of plot of land measuring more or less 4 Cottahs 0 Chittacks 32 Sq.ft Danga Land lying and situated at and being KMC Premises No. 159, Sarsuna Main Road, Kolkata – 700 061 comprised in Dag Nos.354 of Touzi Nos. 351 J.L. No.16, R. S. No. 81 recorded in C.S. Khatian No. 206, Sub Khatian No. 211 situated at Mouja – Dakshin Behala, Pargana- Balia, P.S- Thakurpukur, Sub Registry Office at Alipore, District 24 Parganas (South), under Ward No 126 of Borough 14 of the Kolkata Municipal Corporation (South Suburban Unit), being Assessee No. 411261801442.

AND WHEREAS after mutation the said premises was then renowned and redemarcated as KMC Premises No. 159D, Sarsuna Main Road, Kolkata – 700 061, being Assessee No. 411261806038 were jointly paying the municipal taxes regularly and enjoying the same free from all encumbrances.

AND WHEREAS by virtue of a registered Deed of Gift dated 24.09.2015, said Shri Ashis Kumar Mukherjee as Donor therein gifted, assured, conveyed and transferred ALL THAT piece and parcel of plot of land measuring more or less undivided 1 chittack more or less land together with 30 sft pucca structure therein out of total land measuring 1 cottah 10 Chittacks and 33 sq.ft more or less together with pucca structure therein lying and situated at and being premises No.159C, Sarsuna Main Road, P.S.- Thakurpukur, Kolkata-700061 comprised in Dag Nos.354 of Touzi Nos. 351 J.L. No.16, R. S. No. 81 recorded in C.S. Khatian No. 206, Sub Khatian No. 211 situated at Mouja – Dakshin Behala, Pargana- Balia, P.S-Behala (formerly) later Thakurpukur, Sub Registry Office at Alipore, District 24 Parganas (South), within the municipal limits of Ward No. 126 of the Kolkata Municipal Corporation (S. S. Unit), Assessee No. 411261803086 to and unto the use of his two brothers - Shri Alope Kumar Mukherjee and Shri Ashim Kumar Mukherjee and handed over physically vacant possession of the same forever free from all encumbrances whatsoever. The said deed of Gift was duly registered in the office of the Additional Registrar of Assurances - I, Kolkata and recorded in Book No. I, C.D. Volume No. 1901-2015, from Page No.117480 to 117501, Being No. 190107768 for the year 2015. Due to some unintentional minor typographic mistakes later found in the aforesaid Deed of Gift dated 24.09.2015, a Deed of Declaration dated 14.10.2015 was also executed and registered at the office of the Additional Registrar of Assurances- I, Kolkata and recorded in Book No-I, C.D. Volume No.1901-2015, from Page No.142295 to 142309, Being No. 190108499 for the year 2015.

AND WHEREAS also thus by virtue of a Deed of Gift dated 24.09.2015 being No.190107768 for the year 2015 and subsequent Deed of Declaration dated 14.10.2015 being No. 190108499 for the year 2015, said Shri Ashim Kumar Mukherjee, Shri Ashis Kumar Mukherjee and Shri Alope Kumar Mukherjee now all have become the absolute Joint Owners and are exercising all their joint right of ownership and possession over the said property being **ALL THAT** piece and parcel of plot of land measuring more or less 1 Cottahs 10 Chittacks 33 Sq.ft Danga Land comprised in Dag Nos.354 of Touzi Nos. 351 J.L. No.16, R. S. No. 81 recorded in C.S. Khatian No. 206, Sub Khatian No. 211 situated at Mouja – Dakshin Behala, Pargana- Balia, P.S- Thakurpukur, Sub Registry Office at Alipore, District 24 Parganas (South), under Ward No 126

of Borough 14 of the Kolkata Municipal Corporation (South Suburban Unit) and now demarcated and known as KMC Premises No. 159C, Sarsuna Main Road, Kolkata – 700 061, being Assessee No. 411261803086 and are paying the municipal taxes regularly and enjoying the same free from all encumbrances.

AND WHEREAS by virtue of another registered Deed of Gift dated 24.09.2015, said Shri Ashim Kumar Mukherjee as Donor therein gifted, assured, conveyed and transferred ALL THAT piece and parcel of plot of land measuring more or less undivided 1 chittack more or less land together with 30 sft pucca structure therein out of total land measuring 1 cottah 10 Chittacks and 30 sq.ft more or less together with pucca structure therein lying and situated at and being premises No.159B, Sarsuna Main Road, P.S.- Thakurpukur, Kolkata-700061 comprised in Dag Nos.354 of Touzi Nos. 351 J.L. No.16, R. S. No. 81 recorded in C.S. Khatian No. 206, Sub Khatian No. 211 situated at Mouja – Dakshin Behala, Pargana- Balia, P.S-Behala (formerly) later Thakurpukur, Sub Registry Office at Alipore, District 24 Parganas (South), within the municipal limits of Ward No. 126 of the Kolkata Municipal Corporation (S. S. Unit), Assessee No. 411261803373 to and unto the use of his two brothers - Shri Alope Kumar Mukherjee and Shri Ashis Kumar Mukherjee and handed over physically vacant possession of the same forever free from all encumbrances whatsoever. The said deed of Gift was duly registered in the office of the Additional Registrar of Assurances - I, Kolkata and recorded in Book No. I, C. D. Volume No. 1901-2015, from Page No.117502 to 117522, Being No. 190107769 for the year 2015. Due to some unintentional minor typographic mistakes later found in the aforesaid Deed of Gift dated 24.09.2015, a Deed of Declaration dated 14.10.2015 was also executed and registered at the office of the Additional Registrar of Assurances- I, Kolkata and recorded in Book No-I, C.D. Volume No.1901-2015, from Page No.142310 to 142324, Being No. 190108500 for the year 2015.

AND WHEREAS thus by virtue of the aforesaid Deed of Gift dated 24.09.2015 being No.190107769 for the year 2015 and subsequent Deed of Declaration dated 14.10.2015 being No. 190108500 for the year 2015, said Shri Ashim Kumar Mukherjee, Shri Ashis Kumar Mukherjee and Shri Alope Kumar Mukherjee now all have become the absolute Joint Owners and are exercising all their joint right of ownership and possession over the said property being **ALL THAT** piece and parcel of plot of land measuring more or less 1 Cottahs 10 Chittacks 30 Sq.ft Danga Land comprised in Dag Nos.354 of Touzi Nos. 351 J.L. No.16, R. S. No. 81 recorded in C.S. Khatian No. 206, Sub Khatian No. 211 situated at Mouja – Dakshin Behala,

Pargana- Balia, P.S- Thakurpukur, Sub Registry Office at Alipore, District 24 Parganas (South), under Ward No 126 of Borough 14 of the Kolkata Municipal Corporation (South Suburban Unit) and now demarcated and known as KMC Premises No. 159B, Sarsuna Main Road, Kolkata – 700 061, being Assessee No. 411261803773 and were paying the municipal taxes regularly and enjoying the same free from all encumbrances.

AND WHEREAS while seized and possessed of the aforesaid three demarcated separate plots of land as absolute Joint owners, they approached the Kolkata Municipal Corporation authority to amalgamate the three separate adjoining plots of land into a single plot of land for better enjoyment of the aforesaid plots of land and the said three plots of land were subsequently amalgamated into a single plot being **ALL THAT** piece and parcel of a single plot of land measuring 7 cottahs 6 chittaks 5 Sq.fts more or less together with structures thereon being Premises No. 159B, Sarsuna Main Road, P.S.- Thakurpukur, Kolkata- 700061, comprised in Dag Nos.354 of Touzi Nos. 351 J.L. No.16, R. S. No. 81 recorded in C.S. Khatian No. 206, Sub Khatian No. 211 situated at Mouja – Dakshin Behala, Pargana- Balia, P.S- Thakurpukur, Sub Registry Office at Alipore, District 24 Parganas (South), under Ward No 126 of Borough 14 of the Kolkata Municipal Corporation (South Suburban Unit) being Assessee No. 411261803773, which is more fully and particularly mentioned and described in the First Schedule hereunder written.

AND WHEREAS while seized and possessed of the aforesaid property, the party of the First Part herein on 16th day of May, 2016, entered into an agreement for development of their property with the party of the Other Part herein, by way of constructing residential building for mutual benefits. And for effectually managing the affairs of their property as well as for development of the same, the Owners or the party of the One Part herein provided a General Power of Attorney to the Developer or the party of the Other Part herein, appointing, nominating and constituting the Managing Director of the developer company, as their attorney on behalf of the Owners/party of the One Part, to do and cause to be done all such acts, deeds, things and matters necessary to be done for the development of their SCHEDULE –‘A’ property of the Owners herein for mutual benefits. The said General Power of Attorney was duly registered on the same date at the office of the Additional Registrar of Assurances - III and recorded in Book No-IV, C D. Vol. No -1903-2016 from Page No-65576 to 65599 as Being No - 190302673 for the year 2016.

AND WHEREAS the Developer herein, thereafter for the requirement of obtaining the Building Plan sanctioned from the Kolkata Municipal Corporation, at their own cost and expenses cleared all overdue ground rent in respect of the land and mutated the respective names of the owners herein in respect of their undivided share in the aforesaid land vide M/C No. 4274/17/1570/TMB/2017/16.08.17, M/C No. 4275/17/1569/TMB/2017/16.08.17 and M/C No. 4273/17/1568/TMB/2017/16.08.17 and for the sake of conversion of classification of the land from Danga to Bastu, paid all conversion fees on behalf of the owners herein and got the land converted on behalf of the owners herein vide Conversion Certificate Memo No. 1/4041/S/T.M. Behala/2017 dated 04.12.2017 vide Case No. 3572 dated 18.10.2017, Memo No. 1/4040/S/T.M. Behala/2017 dated 04.12.2017 vide Case No. 3573 dated 18.10.2017 and Memo No. 1/4039/S/T.M. Behala/2017 dated 04.12.2017 vide Case No. 3574 dated 18.10.2017.

AND WHEREAS the Developer herein, thereafter for the requirement of obtaining the Building Plan sanctioned from the Kolkata Municipal Corporation, as constituted attorney on behalf of the landowners herein, by way of a registered Deed of Gift dated 29.03.2018 gifted strip of land measuring more or less 01 (One) Cottah 02 (Two) Chittacks and 36.136 (Thirty Six point One Three Six) Sq. ft to the Kolkata Municipal Corporation for widening of passage on the north and metal roads on the west and South abutting the site as per KMC Building rules forever free from all encumbrances whatsoever. The said Deed of Gift dated 29.03.2018 was duly registered on the same date at the office of the District Sub – Registrar –II, South 24 Parganas and recorded in Book No-I, C D. Vol. No -1602-2018 from Page No-127373 to 127379 as Being No - 160203703 for the year 2018.

AND WHEREAS the Developer herein, thereafter for the requirement of obtaining the Building Plan sanctioned from the Kolkata Municipal Corporation, as constituted attorney on behalf of the landowners herein, by way of a registered Deed of Gift dated 29.03.2018 gifted splayed corner of land measuring more or less 30.5 (Thirty point Five) Sq. ft from the North Western corner and also another splayed corner of land measuring more or less 30.77 (Thirty point Seventy Seven) Sq. ft from the South Western corner to the Kolkata Municipal Corporation for widening of corners of the metal roads on the North, West and South abutting the site as per KMC Building rules forever free from all encumbrances whatsoever. The said Deed of Gift dated 29.03.2018 was duly registered on the same date at the office of the District Sub – Registrar –II, South 24 Parganas and recorded in Book No-I, C D. Vol. No -1602-2018 from Page No-127396 to 127412 as Being No - 160203705 for the year 2018.

AND WHEREAS the present landowners and the developer herein for better demarcation of allocation of areas in the said G + IV storied building decided to register a fresh Development Agreement incorporating all the changes mutually done and to give effect to the same they entered into a registered Agreement for Development & Development Power of Attorney on 16th day of January 2019, which was duly registered in the office of the District Sub Registrar –II, South 24 Parganas, West Bengal and recorded in Book No. I, Volume No. 1602-2020, from Page 38483 to 38564 as Being No.160200445 for the year 2020. Subsequently modified by way of a registered Deed of Declaration on 05.10.2020 by the parties, which was duly registered in the office of the District Sub Registrar –II, South 24 Parganas, West Bengal and recorded in Book No. I, Vol. No -1602-2020 from Page No-212541 to 212565 as Being No - 160205441 for the year 2020.

AND WHEREAS the Developer has registered the Building/ Project under the provisions of the Act with the West Bengal Housing Industry Regulatory Authority at Kolkata on the ___ day of _____, under registration no. _____.

AND WHEREAS the Developer or the party of the Third Part herein were in search of suitable intending buyers for their allocated flats and spaces in the proposed building as per registered Agreement for Development & Development Power of Attorney on 16th day of January 2019, which was duly registered in the office of the District Sub Registrar –II, South 24 Parganas, West Bengal and recorded in Book No. I, Volume No. 1602-2020, from Page 38483 to 38564 as Being No.160200445 for the year 2020, subsequently modified by way of a registered Deed of Declaration on 05.10.2020 by the parties, which was duly registered in the office of the District Sub Registrar –II, South 24 Parganas, West Bengal and recorded in Book No. I, Vol. No -1602-2020 from Page No-212541 to 212565 as Being No - 160205441 for the year 2020. And the party of the Second Part or the Purchasers herein were in search of a suitable flat to purchase from a reliable and dependable Developer. As such they approached the Developer or the party of the Third Part herein for purchasing one ___ BHK flat from the Developer herein.

AND WHEREAS the Allottees/Purchasers had applied for allotment of the Said Unit in the said building under development vide application No. AHIMA-SULEKHA APMT - _____ dated _____ and has been allotted Said Unit No.____ having super built-up area of _____ Sq. Ft (_____) square feet, more or less, on the North Western/North Eastern/South Eastern/ South Western side of the First/ Second/ Third/Fourth floor in the building named “SULEKHA APARTMENT” along with 1 No of covered independent/covered dependent parking/open

independent/ open dependent parking/Two wheeler Parking No.____, also along with balcony/Verandah admeasuring approximately ____ square feet (Carpet Area) and along with Open Terrace - Nil having super built-up area of NIL square feet if applicable, as permissible under applicable law and of/together with pro rata share in the Common Areas of the entire Building/ Project, as defined under clause (m) of Section 2 of the Act to the extent applicable to the Building/ Project, together with undivided proportionate share of land together with all common facilities and amenities appurtenant thereto.

AND WHEREAS the Purchasers had already examined the title of the Owner/Vendor herein, building plan, specification and drawings for the construction of the building and had thoroughly satisfied themselves about the same and by a Agreement for Sale dated _____ duly registered at the office of the A.D.S.R-Behala, South 24 Parganas, West Bengal/D.S.R-I/II/III/IV, South 24 Parganas, West Bengal/ A.R.A-I, Kolkata and recorded in Book No.-I, Volume No. _____, From Pages _____ to _____ as Being No. _____ for the year _____, the Purchasers herein had agreed to acquire Said Unit No.____ having super built-up area of _____ Sq. Ft (_____) square feet, more or less, on the North Western/North Eastern/South Eastern/ South Western side of the First/ Second/ Third/Fourth floor in the building named "SULEKHA APARTMENT" along with __ No of covered independent/covered dependent parking/open independent/ open dependent parking/Two wheeler Parking No.____, also along with balcony/Verandah admeasuring approximately ____ square feet (Carpet Area) and along with Open Terrace - Nil having super built-up area of NIL square feet if applicable, as permissible under applicable law and of/together with pro rata share in the Common Areas of the entire Building/ Project, as defined under clause (m) of Section 2 of the Act to the extent applicable to the Building/ Project together with undivided proportionate share of land together with all common facilities and amenities appurtenant thereto, for a total consideration of Rs. _____/- (Rupees _____) only payable as per the agreed payment schedule by the Purchasers herein to the Developer herein for purchasing the aforesaid Unit from the Developer, which the Purchasers herein had already paid to the Developer herein, which the Developer this day duly acknowledges the receipt of the full and final payment hereof.

NOW THIS INDENTURE WITNESSETH THAT in pursuance of the said Agreement dated 01.10.2019 made between the Vendors, Developer and the Purchasers herein and in consideration of the said total sum of Rs. _____/- (Rupees _____) only paid by the Purchasers to the Developer herein at or before the execution of these presents (the receipt of which sum the Vendor as well as the Developer herein doth hereby admits and acknowledge and of and from the

same and every part thereof acquit release and forever discharge the Purchasers as well as the said Unit No. ___ having super built-up area of _____ Sq. Ft (_____) square feet, more or less, on the North Western/North Eastern/South Eastern/ South Western side of the First/ Second/ Third/Fourth floor in the building named "SULEKHA APARTMENT" along with ___ No of covered independent/covered dependent parking/open independent/ open dependent parking/Two wheeler Parking No. ___, also along with balcony/Verandah admeasuring approximately _____ square feet (Carpet Area) and along with Open Terrace - Nil having super built-up area of NIL square feet if applicable, as permissible under applicable law and of/together with pro rata share in the Common Areas of the entire Building/ Project, as defined under clause (m) of Section 2 of the Act to the extent applicable to the Building/ Project together with undivided proportionate share of land together with all common facilities and amenities appurtenant thereto more fully described in the **SCHEDULE-'B'** hereunder hereinafter referred to as the said Unit TOGETHERWITH right and interest and benefits in respect of all common parts/areas/portions, common amenities and common convenience relating thereto particularly described in the **SCHEDULE-'C'** hereto for the beneficial use and enjoyment of the said Unit AND TO HAVE AND TO HOLD the said Unit unto the Purchasers absolutely free from all encumbrances, trust, lien, attachments, lispendenses, whatsoever.

1. The Vendors/Developer doth hereby covenant with the Purchasers as follows :-

- (a) The interest which the Vendors/Developers doth hereby profess to transfer, subsists and that they have good right, full power, absolute authority and indefeasible title to grant, convey, transfer, sell, assign and assure the said Flat granted, conveyed, sold, transferred, assured and assigned unto the Purchasers in the manner aforesaid.
- (b) It shall be lawful for the Purchasers from time to time and at all times hereafter to enter into, hold, possess and enjoy the said Unit, together with right and interest in common areas described in Schedule-'C' and to receive the rents, issues and profits thereof without any interruption, hindrance, claim or demand or disturbances whatsoever from or by the Vendors or any persons or person claiming through under or in trust for them.
- (c) The said Unit is freed and discharged from and against all manner of encumbrances whatsoever.
- (d) The Vendors shall from time to time and at all times hereafter upon every reasonable requests and at the cost of the Purchasers make, do, acknowledge, execute and perform all such further and other lawful and reasonable acts, deeds,

conveyances, matters and things whatsoever for better or more perfectly assuring the said Unit, unto the Purchasers in the manner aforesaid as shall or may be reasonably required.

- (e) The Vendors have not concealed or suppressed any material defects in the title.
- (f) The Purchasers shall be entitled to sell, transfer, mortgage and to dispose of the said Unit, in any manner without any interference from the Vendors or other occupants of the building.
- (g) The Purchasers shall become a member of the association of the flat owners and shall pay proportionate maintenance charges to such association regularly.
- (h) The Purchasers shall sign and execute all papers, documents and applications for the purpose of formation of the syndicate or association or society of flat/space owners as may be necessary.
- (i) The Purchasers shall be bound by terms as embodied in the Agreement for Sale dated _____ duly registered at the office of the A.D.S.R-Behala, South 24 Parganas, West Bengal/D.S.R-I/II/III/IV, South 24 Parganas, West Bengal/ A.R.A-I, Kolkata and recorded in Book No.-I, Volume No. _____, From Pages _____ to _____ as Being No. _____ for the year _____.
- (j) The Purchasers shall pay all fees, charges, fines and penalty (if any) imposed by the KMC for any internal changes (if made) in the aforesaid flat and shall mutate their names in the records of the Kolkata Municipal Corporation [South Suburban Unit] and shall pay assessed taxes regularly, until separate assessment is made shall pay proportionate Municipal taxes to the Developer/ Flat Owners Association.
- (k) The Purchasers shall bring separate electric meter in their name/s for their needs at their own cost (if required).
- (l) The Purchasers shall had separately paid the GST applicable as per government norms extra apart from the total consideration amount of the Unit.

The **SCHEDULE – ‘A’** referred to as

The “**PROPERTY**”

ALL THAT piece and parcel of Bastu land measuring more or less 7 (Seven) Cottahs 6 (Six) chittacks 5 (Five) Sq.fts (before gift to KMC for building plan sanction) now shall measure more or less 6 (Six) cottahs 1 (One) chittacks 42.6 (Forty Two point Six) Sq.fts (after the registered gifts of splayed corners and strips of land to KMC for building plan sanction) comprised in

L.R./R. S. Dag No. 354/1009 corresponding to C. S. Dag Nos. 354 of Touzi Nos. 351 J.L. No.16, R. S. No. 81 recorded in L.R. Khatian No. 275 corresponding to R. S. Khatian No. 457 corresponding to C.S. Khatian No. 211 situated at District 24 Parganas (South), Sub Registry office at Alipore, Mouja – Dakshin Behala, Pargana- Balia, P.S- Sarsuna, being Premises No. 159B, Sarsuna Main Road, Kolkata- 700061 under K.M.C. Ward No.126 under Borough No. XVI of the Kolkata Municipal Corporation (South Suburban Unit) together with all easement right belonging and appurtenant thereto which is butted and bounded by:-

On the North: By 8'-6" wide Common Passage (after gift to KMC).

On the South: By 10'-0" wide KMC Road (after gift to KMC).

On the West: By 22'-3" wide KMC Road (after gift to KMC).

On the East: By Land and building of Sri Taposh Nag and Sri Mohini Das.

The **SCHEDULE – 'B'** referred to as
the "**FLAT/UNIT**"

ALL THAT the flat /Unit no. ____, having carpet area of ____ sq. ft. as per the definition given in the Act, balcony/varandah area ____ sq. ft. aggregating to a chargeable Super Built Up area of _____ sq. ft. and together with 01 no. of covered car parking space being C. P. No. ____ situated on the ground floor, all situated within the Building/ Project/Building and delineated on the plan annexed hereto and bordered in colour "**RED**" thereon on the plan annexed being Annexure-A hereto **TOGETHER WITH** the right to use the Common Areas in common with the other occupants of the Building/ Project **AND TOGETHER WITH** rights appurtenant thereto

The **SCHEDULE – 'C'** referred to as
("**Common Areas**")

ALL THAT the common areas, facilities, amenities and/or the portions of the Building/ Project, which will be earmarked/meant by the Developer for beneficial common use and enjoyment of the Purchasers/occupants of the buildings of the Building/ Project and which are not earmarked/reserved for any specific person(s) or specific purpose(s) by the Developer.

1. The Foundation Columns Beams Supports Corridors Lobbies Stairs, Stairways Landings Entrances Exists and Pathways,
2. Lifts, Lift Pits, Lift Machine Installation, Lift Machine Room,
3. Common Passage and Lobby on Ground Floor excepting car parking area, if any,
4. Water Pump, Water Tank, Water Pipes and other common Plumbing Installation,
5. HT/LT Transformer (if any), Electric Wiring, Motor and Fittings,
6. Drainage and Sewers including Inspection pits, Septic Tank etc.
7. Pump Room (if any),
9. Letter Boxes,
10. Boundary Walls and Main Gates,
11. Intercom Systems,
12. Portion of the roof comprising of overhead water reservoir and lift machine room,
13. Water Filtration Plant (if installed) at an additional cost to be shared by all the Purchasers of the flats proportionately pro-rata,
14. Generator (if installed) in the Complex at an additional cost to be shared by all the Purchasers of the flats proportionately pro-rata.
15. Such other Common Parts Areas Equipments Installations Fixtures Fittings Covered and Open Space in or about the said premises and/or the building as are necessary for passage to or use and occupancy of the units and as are specified by the Developer expressly to be the common parts after construction of the building but excluding the other open and/or covered areas or space which can always be used or allowed to be used by the Developer for different purposes. The Developer shall be entitled to assign and/or transfer the open side spaces by way of four wheeler or two wheeler parking spaces and the Purchaser undertakes not to object to the same.

The **SCHEDULE – ‘D’** referred to as
the **“PROPORTIONATE EXPENSES”**

Costs, expenses and outgoings and obligations for which all the flat owners are to contribute proportionately:

The expenses of maintaining, repairing, redecorating and renewing the main structures and in particular the drainage system, sewerage, rain water discharge arrangements, water supply system, system of electricity, to all common areas mentioned in the Schedule – ‘C’ hereto including lift.

The expenses of repairing, maintaining, painting, white washing and colour washing the main structures of the building including the exterior of the said building and also the common area of the building described in the Schedule – ‘C’ above written.

The cost of cleaning and lighting the entrance of the building, passages and open spaces around the building, lobby, corridors, stair case, roof, lift, tanks and other common areas.

Salaries, wages, fees and remunerations of security personnel, sweepers, plumbers, electricians, care takers, liftman or any other persons whose appointment may be considered necessary for maintenance and protection of the said premises and administration and management of the affairs thereof.

Insurance premium of the building [if any]

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

SIGNED, SEALED AND DELIVERED,

At Kolkata, in the presence of Witnesses:

1.

VENDORS / FIRST PART

2.

DEVELOPER / SECOND PART

PURCHASERS / THIRD PART

Prepared by me in my office.

RATAN PAL, ADVOCATE,

High Court, Calcutta

RECEIVED of and from the within named Purchasers the within mentioned sum of Rs. _____/-
(Rupees _____) only being the Full & Final payment of the total consideration
money as per memo below : -

MEMO OF CONSIDERATION

- | | |
|----------------------------------------------------------------------|--------------------------|
| 1. By Cheque No. _____ dated _____
drawn on _____, _____ branch. | Rs. _____/- |
| 2. By Cheque No. _____ dated _____
drawn on _____, _____ branch. | Rs. _____/- |
| 3. By Cheque No. _____ dated _____
drawn on _____, _____ branch. | Rs. _____/- |
| 4. By Cheque No. _____ dated _____
drawn on _____, _____ branch. | Rs. _____/- |
| 5. By Cheque No. _____ dated _____
drawn on _____, _____ branch. | Rs. _____/- |
| 6. By Cheque No. _____ dated _____
drawn on _____, _____ branch. | Rs. _____/- |
| 7. By Cheque No. _____ dated _____
drawn on _____, _____ branch. | Rs. _____/- |
| 8. By Cheque No. _____ dated _____
drawn on _____, _____ branch. | Rs. _____/- |
| 9. By Cheque No. _____ dated _____
drawn on _____, _____ branch. | Rs. _____/- |
| 10. By Cheque No. _____ dated _____
drawn on _____, _____ branch. | Rs. _____/- |
| 11. By Cheque No. _____ dated _____
drawn on _____, _____ branch. | Rs. _____/- |
| | <u>Rs. _____/</u> |

[RUPEES _____ ONLY]

WITNESSES:

- 1.
- 2.

DEVELOPER / THIRD PART