

# DEED OF CONVEYANCE

THIS DEED OF CONVEYANCE is made on this the  
.....day of November, Two Thousand  
Twenty(2020) A.D.

**BETWEEN**

1) **SMT. SAPTAPARNA DAS (PAN - APLPD2481E)**, wife of Sri Arnab Kumar Das of 5/12 Sarojini pally, Nabapally, P.S.- Barasat, District- North 24 Parganas, by Occupation – Business, 2) **SRI MALAY KANTI BOSE (PAN – AMHPB1796R)**, son of Late Mrinal Kanti Bose, by Occupation – Retired Person, 3) **SMT. SANGITA BOSE (PAN – EUGPB9712Q)**, wife of Late Salil Bose, by Occupation – Housewife, 4) **SRI SANDIPAN BOSE (PAN – DKVPB2334G)**, son of Late Salil Bose, by Occupation – Business, No. 2 to 4 all are residing at Sarojini Pally, Nabapally, P. O. – Nabapally, P. S. – Barasat, Kolkata – 700126, District – North 24 Parganas, 5) **SRI BIMAL KUMAR MITRA (PAN - AFGPM8274H)**, son of Late Birendra Lal Mitra, by Occupation – Service, 6) **SRI BIBEK KUMAR MITRA (PAN – AUDPM6695A)**, son of Sri Bimal Kumar Mitra, by Occupation – Service, No. 5 & 6 both are residing at Chandpur Pally, Rajbari Colony P. O. – Rajbari colony, P. S. – Dum Dum, Kolkata –700081, District – North 24 Parganas, 7) **SRI TAPAN DE alias TAPAN KUMAR DEY (PAN – AESPD7885C)**, son of Late Kshitish Chandra Dey, by Occupation – Retired Person, 8) **SMT. RINA DEY (PAN – ARWPD3820C)**, wife of Sri Moloy Kumar Dey, by Occupation – Housewife, No. 7 & 8 both are residing at Sarojini Pally, Nabapally, P. O. – Nabapally, P. S. – Barasat, Kolkata – 700126, District – North 24 Parganas, 9) **SMT. MALLIKA BASU (PAN – AHUPB4359G)**, wife of Sri Debkumar Basu and daughter of Late Kshitish Chandra Dey, residing at 3/5 Madhusudan Banerjee Road, Kamarhati (M), P. O. & P. S. - Belgharia, District – North 24 Parganas, Kolkata – 700056, by Occupation – Housewife, all are by faith – Hindu, by Nationality – Indian, hereinafter jointly and collectively referred and called to as the **LAND OWNERS/ VENDORS** (which expression shall unless excluded by or repugnant to the context be deemed to mean and include their respective heirs, executors, administrators, legal representatives and assigns) of the **FIRST PART**.

The Owners/ Vendors herein represented by their lawful and constituted attorney **SRIJANI**, a proprietorship firm, having its office at 5/12, Sarojini Pally, P. O. – Nabapally, P. S. – Barasat, District – North 24 Parganas, Kolkata – 700126, represented by its proprietor **SMT. SAPTAPARNA DAS (PAN No. - APLPD2481E)**, wife of Sri Arnab Kumar Das, residing at 5/12, Sarojini Pally, P.O. - Nabapally, P.S. - Barasat, Dist. - North 24 Parganas, Kolkata - 700126, by nationality - Indian, by faith - Hindu, by occupation - Business, (By a registered a Development Power of Attorney, being No. – 152504364, dated – 12/08/2020 registered with the office of D. S. R. – III, North 24 Parganas, Barasat, copied in Book No. – I, Volume No. – 1525-2020, Pages from 124234 to 124266, being No. – 152504364 for the year 2020 & by a Development Power of Attorney, being No. – 152505099, dated – 10/06/2019, registered with the office of D. S. R. – III, North 24 Parganas, Barasat, copied in Book No. – I, Volume No. – 1525-2019, Pages from 143964 to 144002, being No. – 152505099 for the year 2019 && by a Development Power of Attorney, being No. – 152503155, dated - 03/06/2020, registered with the office of D. S. R. – III, North 24 Parganas, Barasat, Book No. – I, Volume No. – 1525-2020, Pages from 90171 to 90214, being No. – 152503155 for the year 2020, & by a Development Power of Attorney, being No. - 152503103, dated - 19/05/2020, registered with the office of D. S. R. – III, North 24 Parganas, Barasat copied in Book No. – I, Volume No. – 1525-2020, Pages from 87482 to 87520, being No. – 152503103 for the year 2020)

**AND**

**SRIJANI**, a proprietorship firm, having its office at 5/12, Sarojini Pally, P. O. – Nabapally, P. S. – Barasat, District – North 24 Parganas, Kolkata – 700126, represented by its proprietor **SMT. SAPTAPARNA DAS (PAN No. - APLPD2481E)**, wife of Sri Arnab Kumar Das, residing at 5/12, Sarojini Pally, P.O. - Nabapally, P.S. - Barasat, Dist. - North 24 Parganas, Kolkata - 700126, by nationality - Indian, by faith - Hindu, by occupation - Business,

hereinafter called and referred to as the **DEVELOPER** (which expression shall unless excluded by or repugnant to the context be deemed to mean and include her heirs, executors, administrators, legal representatives and assigns) of the **SECOND PART**.

**AND**

..... (PAN - .....), son/ wife/ daughter of ....., by faith – Hindu, by Nationality – Indian, by Occupation –....., residing at ....., hereinafter called and referred to as the "**PURCHASER**" (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his/ her/ their legal heirs, executors, administrators, representatives and assigns) of the **THIRD PART**.

**1. Background :-**

**1.1. Ownership of Vendors/Owners:** By virtue of the events and in the circumstances, the present Owners/all the parties herein, became the absolute joint Owners of the Said Amalgamation Property, free from all encumbrances and were in peaceful possession thereof, described as follows :-

**2. Background of Ownership of Vendor/Owner No. – 1 of the First Part :-**

a) **WHEREAS** Shanti Prova Dey, wife of Kshitish Chandra Dey, purchased all that piece and parcel of land measuring an area of 05 Cottah 19 sq.ft., be the same a little more or less, Scheme Plot No. – “72”, lying and situated at Mouza – Noapara, J. L. No. – 83, Pargana – Anowarpur, Touzi No. – 146, comprised in C. S. Dag No. – 1115 under Khatian No. – 275, within the jurisdiction of local Barasat Municipality, A. D. S. R. O. – Kadambagachi, P. S. – Barasat in the District of North 24 Parganas, by a Registered Deed of Sale, being No. – 1200, dated – 14/03/1956, registered with the office of S. R. O. Barasat executed and registered by Manmohan Properties Limited, represented by its Managing Director Rai Sailendranath Ghosh Bahadur.

- b) **AND WHEREAS** after purchasing the said land said Shanti Prova Dey got her name duly recorded in the records of Revisional Settlement, under R. S. Khatian No. – 1381, R. S. Dag No. – 1981/2499 and sold out 01 cottah of land to Smt. Krishna Basu, wife of Mrinal Kanti Basu (By a by a Registered Deed of Sale, being No. – 786, submitted on 27/01/1970 and registered on 28/01/1970, registered with the office of S. R. O., Barasat) out of the said 05 Cottah 19 sq.ft. and while she had been possessing and enjoying the remaining 04 Cottah 19 sq.ft. of land she gifted all that piece and parcel of land measuring an area of 03 Cottah, be the same a little more or less, out of said 04 Cottah 19 sq.ft. of land lying and situated at Mouza – Noapara, J. L. No. – 83, comprised in C. S. Dag No. – 1115 corresponding to R. S. Dag No. – 1981/2499, under Khatian No. – 275 corresponding to R. S. Khatian No. – 1381, in favour of his son Sri Tapan Kumar Dey, by a Registered Deed of Gift, being No. – 246, in the year 18/01/1971, and delivered khas possession in his favour and the said Deed was registered with the office of S. R. O. – Barasat, copied in Book No. – I, Volume No. – 4, Pages from 196 to 199, being No. – 246 for the year 1971 and said Shanti Prova Dey was in peaceful khas possession over the remaining 01 Cottah 19 sq.ft. of land.
- c) **AND WHEREAS** after obtaining the said 03 Cottah of land while said Sri Tapan Kumar Dey had been possessing and enjoying the same he sold 01 Cottah of land in faovour of Smt. Rina Dey, wife of Sri Moloy Kumar Dey, by a Registered Deed of Sale, being No. – 1923, dated – 24/05/1984, and delivered khas possession in her favour and the said Deed was registered with the office of A. D. S. R. Barasat, North 24 Parganas, copied in Book No. – I, Volume No. – 8, Pages from 445 to 449, being No. – 1923 for the year 1984.
- d) **AND WHEREAS** while said Shanti Prova Dey had been possessing and enjoying the remaining 01 cottah 19 sq.ft. of land, at Mouza – Noapara, J. L. No. – 83, comprised in C. S. Dag No. – 1115 corresponding to R. S. Dag

No. – 1981/2499, under Khatian No. – 275 corresponding to R. S. Khatian No. – 1381, she died intestate on 01/01/1994 and subsequently her husband Kshitish Chandra Dey died intestate on 19/10/1995 leaving behind their three sons & one daughter namely Sri Tapan Kumar Dey, Sri Moloy Kumar Dey, Sri Goutam Kumar Dey & Smt. Mallika Basu as their legal heirs and successors to inherit the said 01 cottah 19 sq.ft. of land left by said deceased Shanti Prova Dey & Kshitish Chandra Dey as their legal heirs and successors to inherit the share of property left by said deceased Shanti Prova Dey & Kshitish Chandra Dey, with the provisions of Hindu Succession Act., 1956.

- e) **AND WHEREAS** said Kshitish Chandra Dey, seized acquired and possessed all that piece and parcel of land measuring an area of 01 Cottah, be the same a little more or less, lying and situated at Mouza – Noapara, J. L. No. – 83, Pargana – Anowarpur, Touzi No. – 146, comprised in C. S. Dag No. – 1115 corresponding to R. S. Dag No. – 1981/2499, under C. S. Khatian No. – 275, within the jurisdiction of local Barasat Municipality, A. D. S. R. O. – Kadambagachi, P. S. – Barasat in the District of North 24 Parganas, by a Deed of Patta, dated – 03/11/1945 from the C. S. Recorded owner Hemanta Kumar Das, and said Kshitish Chandra Dey duly mutated his name in revisional settlement under R.S. Khatian No.-1381 and R.S.- Dag No.-1981/2499 and the local concerned land authority has issued a Mutation Certificate in favour of said Kshitish Chandra Dey, and while said Kshitish Chandra Dey was in peaceful possession over the said property he died intestate on 19/10/1995 leaving behind his three sons & one daughter namely Sri Tapan Kumar Dey, Sri Moloy Kumar Dey, Sri Goutam Kumar Dey & Smt. Mallika Basu, as his legal heirs and successors to inherit the said property left by said deceased Kshitish Chandra Dey, with the provisions of Hindu Succession Act., 1956.

f) **AND WHEREAS** thus in the manner as depicted above said Sri Tapan Kumar Dey, Sri Moloy Kumar Dey, Sri Goutam Kumar Dey, Smt. Rina Dey & Smt. Mallika Basu, in their respective share each, seized, possessed and sufficiently entitled to in total 05 Cottah 19 sq.ft. of land, be the same a little more or less, lying and situated at Mouza – Noapara, J. L. No. – 83, Pargana – Anowarpur, Touzi No. – 146, comprised in C. S. Dag No. – 1115 corresponding to R. S. Dag No. – 1981/2499, under C. S. & R. S Khatian No. – 275 corresponding to (Khasto) Modified R. S. Khatian No. – 1381, within the jurisdiction of local Barasat Municipality, under Ward No. – 5, Premises at N. D. P. – I, Sarojinipally, A. D. S. R. O. – Kadambagachi, P. S. – Barasat in the District of North 24 Parganas, and said Goutam Kumar Dey got his name duly recorded in the records of Revisional Settlement vide Mutation Case No-35/83/2019 under R. S. Khatian No. – 1381, R. S. Dag No. – 1981/2499, Area of Land – 0.82 Decimals, and said Maloy Kumar Dey got his name duly recorded in the records of Revisional Settlement vide Mutation Case No-36/83/2019 under R. S. Khatian No. – 1381, R. S. Dag No. – 1981/2499, Area of Land – 0.82 Decimals, and said Tapan Kumar Dey got his name duly recorded in the records of Revisional Settlement vide Mutation Case No-33/83/2019 and vide Mutation Case No-38/83/2019 under R. S. Khatian No. – 1381, R. S. Dag No. – 1981/2499, Area of Land – 0.83 Decimals & 3.30 Decimals, and said Mallika Basu got her name duly recorded in the records of Revisional Settlement vide Mutation Case No-37/83/2019 under R. S. Khatian No. – 1381, R. S. Dag No. – 1981/2499, Area of Land – 0.82 Decimals, and said Rina Dey got her name duly recorded in the records of Revisional Settlement vide Mutation Case No-34/83/2019 under R. S. Khatian No. – 1381, R. S. Dag No. – 1981/2499, Area of Land – 1.65 Decimals, and the, in their respective share each, had been possessing and enjoying the same in ejmali.

- g) **AND WHEREAS** some conflicts arises between the aforesaid owners, regarding their respective shares and said Sri Maloy Kumar Dey & Sri Goutam Kumar Dey, as plaintiffs, filed a Suit for Partition, in the Court of Ld. Civil Judge (Senior Division), 1<sup>st</sup> Court, Barasat, North 24 Parganas, being T. S. No. – 692/2019, against said Sri Tapan Kumar Dey, Smt. Mallika Basu & Smt. Rina Dey, the Defendants therein.
- h) **AND WHEREAS** the aforesaid parties came to a mutual understanding and prepared a Solenama to resolve the Case and accordingly filled the Solenama on 21.11.2019 and on the request of both the parties the Ld. Court passed an order that the Suit be Decreed in form of Compromise petition in terms of Solenama and subsequently the Ld. Court passed a final form of order on 17.01.2020 accepting the Solenama. And the Ld. Court pleased to pass a Final Decree on 11-03-2020 on terms of the Compromise Petition. And the property in question has been partitioned amongst both the parties as per the plan enclosed with the Solenama.
- i) **AND WHEREAS** by virtue of the Final Decree said plaintiff Sri Maloy Kumar Dey & Sri Goutam Kumar Dey, jointly become the owners of all that piece and parcel of land measuring an area of 02 Cottah 19 sq.ft. be the same a little more or less, being Part No. – “A”, (shown in the annexed plan of the said Solenama, marked with colour “Red”) lying and situated at Mouza – Noapara, J. L. No. – 83, Pargana – Anowarpur, Touzi No. – 146, comprised in C. S. Dag No. – 1115 corresponding to R. S. Dag No. – 1981/2499, under Khatian No. – 275 corresponding to R. S. Khatian No. – 1381, within the jurisdiction of local Barasat Municipality, under Ward No. – 5, Premises at N. D. P. – I, Sarojinipally, A.D. S. R. O. – Kadambagachi, P. S. – Barasat in the District of North 24 Parganas and the said defendants, Sri Tapan Kumar Dey, Smt. Mallika Basu & Smt. Rina Dey, jointly become the owners of all that piece and parcel of land measuring an area of 03 Cottah, be the same a little more or less, being Part No. – “B” (shown in the



annexed plan of the said Solenama, marked with colour "Green"), lying and situated at Mouza – Noapara, J. L. No. – 83, Pargana – Anowarpur, Touzi No. – 146, comprised in C. S. Dag No. – 1115 corresponding to R. S. Dag No. – 1981/2499, under Khatian No. – 275 corresponding to R. S. Khatian No. – 1381, within the jurisdiction of local Barasat Municipality, under Ward No. – 5, Premises at N. D. P. – I, Sarojinipally, A. D. S. R. O. – Kadambagachi, P. S. – Barasat in the District of North 24 Parganas.

- j) **AND WHEREAS** after becoming the joint owners of aforesaid 02 Cottah 19 sq.ft. of land, be the same a little more or less, being Part No. – "A" the said Sri Maloy Kumar Dey & Sri Goutam Kumar Dey, jointly had been possessing and enjoying the same peacefully without interruption of others by paying relevant taxes to the competent authority.
- k) **AND WHEREAS** by a Registered Deed of Conveyance, being No. – 152503074, submitted on 20/03/2020 and registered on 13/05/2020 said Sri Maloy Kumar Dey & Sri Goutam Kumar Dey alias Goutam Dey jointly sold, transferred and conveyed **ALL THAT** piece and parcel of land measuring an area of **02 (Two) Cottah 19 (Nineteen) sq.ft.**, be the same a little more or less, being Part No. – "A", lying and situated at Mouza – Noapara, J. L. No. – 83, Re. Sa. No. – 137, Pargana – Anowarpur, Touzi No. – 146, comprised in C. S. Dag No. – 1115 corresponding to R. S. Dag No. – 1981/2499, under Khatian No. – 275 corresponding to R. S. Khatian No. – 1381, lying within the jurisdiction of local Barasat Municipality, under Ward No. – 5, Premises at N. D. P. – I, Sarojinipally, A. . D. S. R. O. – Kadambagachi, P. S. – Barasat in the District of North 24 Parganas, in favour of **SMT. SAPTAPARNA DAS**, wife of Sri Arnab Kumar Das, **the Vendor/Owner No. - 1 of the First Part herein**, and delivered khas possession in her favour and the said Deed was registered with the office of D. S. R. – III, North 24 Parganas, Barasat, copied in Book No. – I, Volume

No. – 1525-2020, Pages from 86047 to 86082, being No. – 152503074 for the year 2020.

- l) **AND WHEREAS** after purchasing the said plot of land said **SMT. SAPTAPARNA DAS**, wife of Sri Arnab Kumar Das, **the Vendor/Owner No. - 1 of the First Part herein**, got her name duly mutated in the office of local Barasat Municipality, under Ward No. – 5, Holding No. –30/2, Premises at N. D. P. – I, Sarojinipally, and she has been possessing and enjoying the same peacefully without interruption of others.

**AND**

- a) **WHEREAS** Manmohan Properties Limited, a Private Ltd. Company, having its registered office at N. – 48, Hindustan Park, P. S. – Ballygunge, Calcutta – 29, was the sole and absolute owner of ALL That piece and parcel of land measuring about more or less 05 Cottah 26 sq.ft., lying and situated at Mouza – Noapara, J. L. No. – 83, Re. Sa. No. – 137, Pargana – Anowarpur, Touzi No. – 146, comprised in Sabek Dag No – 1115, R. S. Dag No. – 1981/2499 under Sabek Khatian No. – 275, R. S. Khatian No. – 1381, lying within the jurisdiction of local Barasat Municipality, A. D. S. R. O. – Kadambagachi, P. S. – Barasat in the District of North 24 Parganas, along with other landed properties, by virtue of a Registered Deed of Conveyance, dated 19<sup>th</sup> day of December, 1952, executed and registered by Rai Sailendra Nath Ghosh Bahadur.
- b) **AND WHEREAS** after purchasing the said plot of land along with other landed properties while said Manmohan Properties Limited was in peaceful khas possession over the same said Manmohan Properties Limited, represented by its Managing Director Rai Sailendranath Ghosh Bahadur, sold, transferred and conveyed all that the said piece and parcel of land measuring an area of 05 Cottah 26 sq.ft., lying and situated at Mouza – Noapara, J. L. No. – 83, Re. Sa. No. – 137, Pargana – Anowarpur,

Touzi No. – 146, comprised in Sabek Dag No – 1115, R. S. Dag No. – 1981/2499 under Sabek Khatian No. – 275, R. S. Khatian No. – 1381, lying within the jurisdiction of local Barasat Municipality, A. D. S. R. O. – Kadambagachi, P. S. – Barasat in the District of North 24 Parganas, in favour of Smt. Gouri Rani Roy Chowdhury, wife of Sri Ramesh Chandra Roy Chowdhury of Barasat, by a Registered Deed of Sale, being No. – 4880, dated – 05/10/1956, and delivered khas possession in her favour and the said Deed was registered with the office of D. R. O., Alipore, copied in Book No. – I, Volume No. – 89, Pages from 158 to 165, being No. – 4880 for the year 1956.

- c) **AND WHEREAS** after purchasing the said plot of land said Smt. Gouri Rani Roy Chowdhury sold 02 Cottah 08 Chittaks 13 sq.ft. of land out of said 05 Cottah 26 sq.ft. and had been possessing and enjoying the remaining 02 Cottah 08 Chittaks 13 sq.ft. of land peacefully, free from all encumbrances.
- d) **AND WHEREAS** by a Registered Deed of Sale, being No. – 13598, dated – 09/12/1963 said Smt. Gouri Rani Roy Chowdhury sold, transferred and conveyed all that the said 02 Cottah 08 Chittaks 13 sq.ft. of land lying and situated at Mouza – Noapara, J. L. No. – 83, Re. Sa. No. – 137, Pargana – Anowarpur, Touzi No. – 146, comprised in Sabek Dag No – 1115, R. S. Dag No. – 1981/2499 under Sabek Khatian No. – 275, R. S. Khatian No. – 1381, lying within the jurisdiction of local Barasat Municipality, A. D. S. R. O. – Kadambagachi, P. S. – Barasat in the District of North 24 Parganas in favour of Smt. Niva Rani Nandi, wife of Late Suresh Chandra Nandi of Bidhanpally, Madhyamgram, and delivered khas possession in her favour and the said Deed was registered with the office of A. D. R. at Barasat copied in Book No. – I, Volume No. – 138, Pages from 49 to 52, being No. – 13598 for the year 1963.

- e) **AND WHEREAS** after purchasing the said plot of land while said Smt. Niva Rani Nandi was in peaceful khas possession over the said she gifted the said 02 Cottah 08 Chittaks 13 sq.ft. of land lying and situated at Mouza – Noapara, J. L. No. – 83, Re. Sa. No. – 137, Pargana – Anowarpur, Touzi No. – 146, comprised in Sabek Dag No – 1115, R. S. Dag No. – 1981/2499 under Sabek Khatian No. – 275, R. S. Khatian No. – 1381, lying within the jurisdiction of local Barasat Municipality, A. D. S. R. O. – Kadambagachi, P. S. – Barasat in the District of North 24 Parganas in favour of her daughter namely Smt. Chhabi Sen, wife of Sri Anil Kumar Sen of Sreepur, Madhyamgram, by a Registered Deed of Gift, being No. – 8579, dated – 24/09/1981 and delivered khas possession in her favour and the said Deed was registered with the office of S. R. O. Barasat, copied in Book No. – I, Volume No. – 116, Pages from 201 to 203, being No. – 8579 for the year 1981.
- f) **AND WHEREAS** after obtaining the said 02 Cottah 08 Chittaks 13 sq.ft. of land, by way of gift as recited above, while said Smt. Chhabi Sen was in peaceful khas possession over the said she, sold, transferred all that the said 02 Cottah 08 Chittaks 13 sq.ft. of land with pucca building standing thereon, lying and situated at Mouza – Noapara, J. L. No. – 83, Re. Sa. No. – 137, Pargana – Anowarpur, Touzi No. – 146, comprised in Sabek Dag No – 1115, R. S. Dag No. – 1981/2499 under Sabek Khatian No. – 275, R. S. Khatian No. – 1381, lying within the jurisdiction of local Barasat Municipality, A. D. S. R. O. – Kadambagachi, P. S. – Barasat in the District of North 24 Parganas, in favour of Sri Chittaranjan Paul, son of Late Sarat Chandra Paul of Paschim Ichapur, P. S. – Barasat by a Registered Deed of Sale, being No. – 2273, executed on 21/02/1986 and registered on 04/03/1986 and delivered khas possession in his favour and the said Deed was registered with the office of A. D. S. R. Barasat copied in Book No. – I, Volume No. – 31, Pages from 55 to 64, being No. – 2273 for the year 1986.

- g) **AND WHEREAS** after purchasing the said 02 Cottah 08 Chittaks 13 sq.ft. of land with pucca building standing thereon said Sri Chittaranjan Paul got his name duly mutated in the office of local Barasat Municipality and had been possessing and enjoying the same peacefully, free from all encumbrances.
- h) **AND WHEREAS** by a Registered Deed of Sale, being No. – 150200187, submitted on 20/05/2008 and registered on 07/01/2009 said Sri Chittaranjan Paul sold, transferred and conveyed all that the said 02 Cottah 08 Chittaks 13 sq.ft. of land with pucca building standing thereon, lying and situated at Mouza – Noapara, J. L. No. – 83, Re. Sa. No. – 137, Pargana – Anowarpur, Touzi No. – 146, comprised in Sabek Dag No – 1115, R. S. Dag No. – 1981/2499 under Sabek Khatian No. – 275, R. S. Khatian No. – 1381, lying within the jurisdiction of local Barasat Municipality, A. D. S. R. O. – Kadambagachi, P. S. – Barasat in the District of North 24 Parganas, in favour of **SRI RATAN DHAR**, son of Late Bholanath Dhar, of 104 No. Maa Sarada Road, P. O. – Noapara, P. S. – Barasat, District – North 24 Parganas, Kolkata – 700125, and the said Deed was registered with the office of D. S. R. - II, Barasat, North 24 Parganas, copied in Book No. – I, Volume No. - I, Pages from 3130 to 3148, being No. – 150200187 for the year 2009.
- i) **AND WHEREAS** after purchasing the said land with one storied pucca building standing thereon said **SRI RATAN DHAR**, got his name duly mutated in the office of local Barasat Municipality, under Ward No. – 5, Holding No. – 196, premises at N. D. P. – I, Sarojini Pally and had been possessing and enjoying the same peacefully, free from all encumbrances.
- j) **AND WHEREAS** by a Registered Deed of Conveyance, being No. – 152505036, submitted on 04/06/2019 and registered on 06/06/2019, said **SRI RATAN DHAR** sold, transferred and conveyed **ALL THAT** piece and parcel of land measuring area of 02 (Two) Cottah 08 (Eight) Chittaks 13

(Thirteen) sq.ft., be the same a little more or less, along with cemented finished flooring one storied pucca building measuring an area of 475 sq.ft., more or less, standing thereon, lying and situated at Mouza – Noapara, J. L. No. – 83, Re. Sa. No. – 137, Pargana – Anowarpur, Touzi No. – 146, comprised in Sabek Dag No – 1115, R. S. Dag No. – 1981/2499 under Sabek Khatian No. – 275, R. S. Khatian No. – 1381, lying within the jurisdiction of local Barasat Municipality, under Ward No. – 5, Holding No. – 196, premises at N. D. P. – I, Sarojini Pally, A. D. S. R. O. – Kadambagachi, P. S. – Barasat in the District of North 24 Parganas, in favour of **SMT. SAPTAPARNA DAS**, wife of Sri Arnab Kumar Das, **the Vendor/Owner No. - 1 of the First Part herein**, and delivered khas possession in her favour and the said Deed was registered with the office of D. S. R. – III, Barasat, copied in Book No. – I, Volume No. – 1525-2019, Pages from 141911 to 141939, being No. – 152505036 for the year 2019.

- k) **AND WHEREAS** after purchasing the said plot of land said **SMT. SAPTAPARNA DAS**, wife of Sri Arnab Kumar Das, **the Vendor/Owner No. - 1 of the First Part herein**, got her name duly mutated in the office of local Barasat Municipality, under under Ward No. – 5, Holding No. –196/1, Premises at N. D. P. – I, Sarojinipally, and she has been possessing and enjoying the same peacefully without interruption of others.
- l) **AND WHEREAS** thus said **SMT. SAPTAPARNA DAS**, wife of Sri Arnab Kumar Das, become the sole and absolute owner of 04 Cottah 08 Chittaks 32 sq.ft., be the same a little more or less, comprised in Sabek Dag No. – 1115, R. S. Dag No. – 1981/2499, under Sabek Khatian No. – 275, R. S. Khatian No. – 1381, at Mouza – Noapara, J. L. No. – 83, under Ward No. – 5, Holding No. – 30/2 & 196/1, Premises at N. D. P. – I, Sarojini Pally, of Barasat Municipality, P. S. – Barasat in the District of North 24 Pargaganas.

- m) **AND WHEREAS** with a view to construct a Multi Storied (G + 3) Building said **SMT. SAPTAPARNA DAS, the Vendor/Owner No. - 1 of the First Part herein**, entered into a Registered Development & Construction Agreement, being No. – 152504359, dated – 12/08/2020, with **SRIJANI**, a proprietorship firm, represented by its proprietor **SMT. SAPTAPARNA DAS**, wife of Sri Arnab Kumar Das, under certain terms and conditions mentioned therein and the said Development & Construction Agreement was registered with the office of D. S. R. – III, North 24 Parganas, Barasat, copied in Book No. – I, Volume No. – 1525-2020, Pages from 124036 to 124079, being No. – 152504359 for the year 2020.
- n) **AND WHEREAS** thereafter the said **SMT. SAPTAPARNA DAS, the Vendor/Owner No. - 1 of the First Part herein**, also executed and registered a Development Power of Attorney, being No. – 152504364, dated – 12/08/2020 in favour of said **SRIJANI**, a proprietorship firm, represented by its proprietor **SMT. SAPTAPARNA DAS**, wife of Sri Arnab Kumar Das, and the said Development Power of Attorney was registered with the office of D. S. R. – III, North 24 Parganas, Barasat, copied in Book No. – I, Volume No. – 1525-2020, Pages from 124234 to 124266, being No. – 152504364 for the year 2020.

**AND**

**3. Background of Ownership of Vendor/Owner No. – 2 to 6 of the First Part :-**

- a) **WHEREAS** Shanti Prova Dey, wife of Kshitish Chandra Dey, purchased all that piece and parcel of land measuring an area of 05 Cottah 19 sq.ft., be the same a little more or less, Scheme Plot No. – “72”, lying and situated at Mouza – Noapara, J. L. No. – 83, Pargana – Anowarpur, Touzi No. – 146, comprised in C. S. Dag No. – 1115 under Khatian No. – 275, within the jurisdiction of local Barasat Municipality, A. D. S. R. O. – Kadambagachi, P. S. – Barasat in the District of North 24 Parganas, by a Registered Deed of

Sale, being No. – 1200, dated – 14/03/1956, registered with the office of S. R. O. Barasat executed and registered by Manmohan Properties Limited, represented by its Managing Director Rai Sailendranath Ghosh Bahadur.

- b) **AND WHEREAS** after purchasing the said land said Shanti Prova Dey got her name duly recorded in the records of Revisional Settlement, under R. S. Khatian No. – 1381, R. S. Dag No. – 1981/2499 and she had been possessing and enjoying the same peacefully, free from all encumbrances.
- c) **AND WHEREAS** by a Registered Deed of Sale, being No. – 786, submitted on 27/01/1970 and registered on 28/01/1970, said Shanti Prova Dey sold, transferred and conveyed all that piece and parcel of land measuring an area of 01 Cottah, be the same a little more or less, out of the said 05 Cottah 19 sq.ft. of land, lying and situated at Mouza – Noapara, J. L. No. – 83, Pargana – Anowarpur, Touzi No. – 146, comprised in C. S. Dag No. – 1115, R. S. Dag No. – 1981/2499, under Khatian No. – 275 corresponding to R. S. Khatian No. – 1381 in favour of Smt. Krishna Basu, wife of Mrinal Kanti Basu, and delivered khas possession in her favour and the said Deed was registered with the office of S. R. O., Barasat, copied in Book No. – I, Volume No. – 13, Pages from 155 to 158, being No – 786 for the year 1970.
- d) **AND WHEREAS** after purchasing the said plot of land said Smt. Krishna Basu got her name duly mutated her name in the records of local Barasat Municipality, under Ward No. – 26 (New 5), Holding No. – 115, premises at N. D. P. – I, Sarojini Pally, and constructed a two storied building over the said plot of land and while she had been possessing and enjoying the same she died intestate on 26/08/2010 leaving behind her two sons and one daughter namely Sri Malay Kanti Bose, Sri Salil Bose & Smt. Kaberi Mitra as her legal heirs and successors to inherit the said property left by said deceased Krishna Basu with the provisions of Hindu Succession Act, 1956.
- e) **AND WHEREAS** while Smt. Kaberi Mitra, wife of Sri Bimal Kumar Mitra had been possessing and enjoying her undivided 1/3<sup>rd</sup> share out of said



property she died intestate on 18/05/2018 leaving behind her husband Namely Sri Bimal Kumar Mitra and only son namely Sri Bibek Kumar Mitra as her legal heirs and successors to inherit the said share of property left by said deceased Kaberi Mitra with the provisions of Hindu Succession Act, 1956.

- f) **AND WHEREAS** thus by way of inheritance, as depicted above, said Sri Malay Kanti Bose, Sri Salil Bose, Sri Bimal Kumar Mitra & Sri Bibek Kumar Mitra, become the joint owners of all that piece and parcel of land measuring an area of 01 Cottah, be the same a little more or less, along with two storied building standing thereon, lying and situated at Mouza – Noapara, J. L. No. – 83, Pargana – Anowarpur, Touzi No. – 146, comprised in Sabek Dag No – 1115, R. S. Dag No. – 1981/2499 under Khatian No. – 275 corresponding to R. S. Khatian No. - 1381, within the jurisdiction of local Barasat Municipality, under Ward No. – 5, Holding No. - 115, Premises at N. D. P. – I, Sarojini pally, A. D. S. R. O. – Kadambagachi, P. S. – Barasat in the District of North 24 Parganas, and got their names duly mutated in the office of local Barasat Municipality, under Ward No. – 5, Holding No. – 115, premises at N. D. P. – I, Sarojini Pally and they jointly possessed and enjoyed the same peacefully without interruption of others, free from all encumbrances.
- g) **AND WHEREAS** with a view to construct a Multi Storied (G + 3) Building said Sri Malay Kanti Bose, Sri Salil Bose, Sri Bimal Kumar Mitra & Sri Bibek Kumar Mitra, jointly entered into a Registered Development & Construction Agreement, being No. – 152505092, dated – 10/06/2019, with **SRIJANI**, a proprietorship firm, represented by its proprietor **SMT. SAPTAPARNA DAS**, wife of Sri Arnab Kumar Das, under certain terms and conditions mentioned therein and the said Development & Construction Agreement was registered with the office of D. S. R. – III,

North 24 Parganas, Barasat, copied in Book No. – I, Volume No. – 1525-2019, Pages from 143784 to 143837, being No. – 152505092 for the year 2019.

- h) **AND WHEREAS** thereafter the said Sri Malay Kanti Bose, Sri Salil Bose, Sri Bimal Kumar Mitra & Sri Bibek Kumar Mitra, jointly also executed and registered a Development Power of Attorney, being No. – 152505099, dated – 10/06/2019 in favour of said **SRIJANI**, a proprietorship firm, represented by its proprietor **SMT. SAPTAPARNA DAS**, wife of Sri Arnab Kumar Das, and the said Development Power of Attorney was registered with the office of D. S. R. – III, North 24 Parganas, Barasat, copied in Book No. – I, Volume No. – 1525-2019, Pages from 143964 to 144002, being No. – 152505099 for the year 2019.
- i) **AND WHEREAS** it is pertinent to mention here that after the registration of said Development Agreement & Power of Attorney the son of Sri Malay Kanti Bose namely Somnath Bose filed a Title Suit, being T. S. No. – 350/19, before the Ld. Court of Civil Judge, Junior Division, Barasat, North 24 Parganas, as plaintiff wherein his father Sri Malay Kanti Bose was the Defendant.
- j) **AND WHEREAS** but the said Somnath Bose, being the plaintiff, filed a petition stating therein that he does not want to proceed with the suit on the ground stated therein, and as such the said Ld. Court of Civil Judge, Junior Division (1<sup>st</sup> Court), Barasat, North 24 Parganas has passed the withdrawn order of the said Title Suit, dated – 08/08/2019.
- k) **AND WHEREAS** thereafter by the strength of said Development Agreement & Development Power of Attorney the said Developer, demolished the old dilapidated two storied structure over the said plot of land and was about to start the construction work unfortunately **SAID SALIL BOSE** died intestate on 12/08/2019 leaving behind his wife **SMT. SANGITA BOSE** and one son **SRI SANDIPAN BOSE**, as his legal heirs

and successors to inherit the share of property left by said deceased **SALIL BOSE**, with the provisions of Hindu Succession Act., 1956.

- l) **AND WHEREAS** thus in the manner as depicted above said **SRI MALAY KANTI BOSE, SMT. SANGITA BOSE, SRI SANDIPAN BOSE, SRI BIMAL KUMAR MITRA & SRI BIBEK KUMAR MITRA**, the **Vendor/Owner No. – 2 to 6 of the First Part herein**, become the joint owners of **ALL THAT** piece and parcel of land measuring about **01 (One) Cottah**, be the same a little more or less, lying and situated at Mouza – Noapara, J. L. No. – 83, Pargana – Anowarpur, Touzi No. – 146, comprised in Sabek Dag No – 1115, R. S. Dag No. – 1981/2499 under Khatian No. – 275 corresponding to R. S. Khatian No. - 1381, within the jurisdiction of local Barasat Municipality, under Ward No. – 5, Holding No. - 115, Premises at N. D. P. – I, Sarojinipally, A. D. S. R. O. – Kadambagachi, P. S. – Barasat in the District of North 24 Parganas, free from all encumbrances, charges, liens, mortgages whatsoever.
- m) **AND WHEREAS** in this circumstances to continue the said Development Project, a supplementary Development Agreement in conjunction with the afore said Principal Development Agreement being No. – 152505092, dated – 10/06/2019, is required to be executed and registered in favour of the said **SRIJANI**, a proprietorship firm, represented by its proprietor **SMT. SAPTAPARNA DAS**, wife of Sri Arnab Kumar Das, and as such One supplementary Development & Construction Agreement was registered by between the said **SRI MALAY KANTI BOSE, SMT. SANGITA BOSE, SRI SANDIPAN BOSE, SRI BIMAL KUMAR MITRA & SRI BIBEK KUMAR MITRA**, the **Vendor/Owner No. – 2 to 6 of the First Part herein**, & the said Developer namely, **SRIJANI**, a proprietorship firm, represented by its proprietor **SMT. SAPTAPARNA DAS**, wife of Sri Arnab Kumar Das, being No. – I- 152503152 dated - 03/06/2020, registered with the office of D. S. R. – III, North 24 Parganas, Barasat (Book

No. – I, Volume No. – 1525-2020, Pages from 90126 to 90170, being No. – 152503152 for the year 2020).

- n) **AND WHEREAS** the said **SRI MALAY KANTI BOSE, SMT. SANGITA BOSE, SRI SANDIPAN BOSE, SRI BIMAL KUMAR MITRA & SRI BIBEK KUMAR MITRA, the Vendor/Owner No. – 2 to 6 of the First Part herein,** also jointly executed and registered a Development Power of Attorney in favour of said Developer namely, **SRIJANI**, a proprietorship firm, represented by its proprietor **SMT. SAPTAPARNA DAS**, wife of Sri Arnab Kumar Das, the sole proprietor of **SRIJANI**, being No. – I-152503155, dated - 03/06/2020, registered with the office of D. S. R. – III, North 24 Parganas, Barasat (Book No. – I, Volume No. – 1525-2020, Pages from 90171 to 90214, being No. – 152503155 for the year 2020).

**AND**

**4. Background of Ownership of Vendor/Owner No. – 7 to 9 of the First Part :-**

- a) **WHEREAS** Shanti Prova Dey, wife of Kshitish Chandra Dey, purchased all that piece and parcel of land measuring an area of 05 Cottah 19 sq.ft., be the same a little more or less, Scheme Plot No. – “72”, lying and situated at Mouza – Noapara, J. L. No. – 83, Pargana – Anowarpur, Touzi No. – 146, comprised in C. S. Dag No. – 1115 under Khatian No. – 275, within the jurisdiction of local Barasat Municipality, A. D. S. R. O. – Kadambagachi, P. S. – Barasat in the District of North 24 Parganas, by a Registered Deed of Sale, being No. – 1200, dated – 14/03/1956, registered with the office of S. R. O. Barasat executed and registered by Manmohan Properties Limited, represented by its Managing Director Rai Sailendranath Ghosh Bahadur.
- b) **AND WHEREAS** after purchasing the said land said Shanti Prova Dey got her name duly recorded in the records of Revisional Settlement, under R. S. Khatian No. – 1381, R. S. Dag No. – 1981/2499 and sold out 01 cottah of land to Smt. Krishna Basu, wife of Mrinal Kanti Basu (By a by a Registered

Deed of Sale, being No. – 786, submitted on 27/01/1970 and registered on 28/01/1970, registered with the office of S. R. O., Barasat) out of the said 05 Cottah 19 sq.ft. and while she had been possessing and enjoying the remaining 04 Cottah 19 sq.ft. of land she gifted all that piece and parcel of land measuring an area of 03 Cottah, be the same a little more or less, out of said 04 Cottah 19 sq.ft. of land lying and situated at Mouza – Noapara, J. L. No. – 83, comprised in C. S. Dag No. – 1115 corresponding to R. S. Dag No. – 1981/2499, under Khatian No. – 275 corresponding to R. S. Khatian No. – 1381, in favour of his son Sri Tapan Kumar Dey, by a Registered Deed of Gift, being No. – 246, in the year 18/01/1971, and delivered khas possession in his favour and the said Deed was registered with the office of S. R. O. – Barasat, copied in Book No. – I, Volume No. – 4, Pages from 196 to 199, being No. – 246 for the year 1971 and said Shanti Prova Dey was in peaceful khas possession over the remaining 01 Cottah 19 sq.ft. of land.

c) **AND WHEREAS** after obtaining the said 03 Cottah of land while said Sri Tapan Kumar Dey had been possessing and enjoying the same he sold 01 Cottah of land in favour of Smt. Rina Dey, wife of Sri Moloy Kumar Dey, by a Registered Deed of Sale, being No. – 1923, dated – 24/05/1984, and delivered khas possession in her favour and the said Deed was registered with the office of A. D. S. R. Barasat, North 24 Parganas, copied in Book No. – I, Volume No. – 8, Pages from 445 to 449, being No. – 1923 for the year 1984.

d) **AND WHEREAS** while said Shanti Prova Dey had been possessing and enjoying the remaining 01 cottah 19 sq.ft. of land, at Mouza – Noapara, J. L. No. – 83, comprised in C. S. Dag No. – 1115 corresponding to R. S. Dag No. – 1981/2499, under Khatian No. – 275 corresponding to R. S. Khatian No. – 1381, she died intestate on 01/01/1994 and subsequently her husband Kshitish Chandra Dey died intestate on 19/10/1995 leaving behind their three sons & one daughter namely Sri Tapan Kumar Dey, Sri Moloy

Kumar Dey, Sri Goutam Kumar Dey & Smt. Mallika Basu as their legal heirs and successors to inherit the said 01 cottah 19 sq.ft. of land left by said deceased Shanti Prova Dey & Kshitish Chandra Dey as their legal heirs and successors to inherit the share of property left by said deceased Shanti Prova Dey & Kshitish Chandra Dey, with the provisions of Hindu Succession Act., 1956.

- e) **AND WHEREAS** said Kshitish Chandra Dey, seized acquired and possessed all that piece and parcel of land measuring an area of 01 Cottah, be the same a little more or less, lying and situated at Mouza – Noapara, J. L. No. – 83, Pargana – Anowarpur, Touzi No. – 146, comprised in C. S. Dag No. – 1115 corresponding to R. S. Dag No. – 1981/2499, under C. S. Khatian No. – 275, within the jurisdiction of local Barasat Municipality, A. D. S. R. O. – Kadambagachi, P. S. – Barasat in the District of North 24 Parganas, by a Deed of Patta, dated – 03/11/1945 from the C. S. Recorded owner Hemanta Kumar Das, and said Kshitish Chandra Dey duly mutated his name in revisional settlement under R.S. Khatian No.-1381 and R.S.- Dag No.-1981/2499 and the local concerned land authority has issued a Mutation Certificate in favour of said Kshitish Chandra Dey, and while said Kshitish Chandra Dey was in peaceful possession over the said property he died intestate on 19/10/1995 leaving behind his three sons & one daughter namely Sri Tapan Kumar Dey, Sri Moloy Kumar Dey, Sri Goutam Kumar Dey & Smt. Mallika Basu, as his legal heirs and successors to inherit the said property left by said deceased Kshitish Chandra Dey, with the provisions of Hindu Succession Act., 1956.
- f) **AND WHEREAS** thus in the manner as depicted above said Sri Tapan Kumar Dey, Sri Moloy Kumar Dey, Sri Goutam Kumar Dey, Smt. Rina Dey & Smt. Mallika Basu, in their respective share each, seized, possessed and sufficiently entitled to in total 05 Cottah 19 sq.ft. of land, be the same a little more or less, lying and situated at Mouza – Noapara, J. L. No. – 83,

Pargana – Anowarpur, Touzi No. – 146, comprised in C. S. Dag No. – 1115 corresponding to R. S. Dag No. – 1981/2499, under C. S. & R. S Khatian No. – 275 corresponding to (Khasto) Modified R. S. Khatian No. – 1381, within the jurisdiction of local Barasat Municipality, under Ward No. – 5, Premises at N. D. P. – I, Sarojinipally, A. D. S. R. O. – Kadambagachi, P. S. – Barasat in the District of North 24 Parganas, and said Goutam Kumar Dey got his name duly recorded in the records of Revisional Settlement vide Mutation Case No-35/83/2019 under R. S. Khatian No. – 1381, R. S. Dag No. – 1981/2499, Area of Land – 0.82 Decimals, and said Maloy Kumar Dey got his name duly recorded in the records of Revisional Settlement vide Mutation Case No-36/83/2019 under R. S. Khatian No. – 1381, R. S. Dag No. – 1981/2499, Area of Land – 0.82 Decimals, and said Tapan Kumar Dey got his name duly recorded in the records of Revisional Settlement vide Mutation Case No-33/83/2019 and vide Mutation Case No-38/83/2019 under R. S. Khatian No. – 1381, R. S. Dag No. – 1981/2499, Area of Land – 0.83 Decimals & 3.30 Decimals, and said Mallika Basu got her name duly recorded in the records of Revisional Settlement vide Mutation Case No-37/83/2019 under R. S. Khatian No. – 1381, R. S. Dag No. – 1981/2499, Area of Land – 0.82 Decimals, and said Rina Dey got her name duly recorded in the records of Revisional Settlement vide Mutation Case No-34/83/2019 under R. S. Khatian No. – 1381, R. S. Dag No. – 1981/2499, Area of Land – 1.65 Decimals, and the, in their respective share each, had been possessing and enjoying the same in ejmali.

- g) **AND WHEREAS** some conflicts arises between the aforesaid owners, regarding their respective shares and said Sri Maloy Kumar Dey & Sri Goutam Kumar Dey, as plaintiffs, filed a Suit for Partition, in the Court of Ld. Civil Judge (Senior Division), 1<sup>st</sup> Court, Barasat, North 24 Parganas, being T. S. No. – 692/2019, against said Sri Tapan Kumar Dey, Smt. Mallika Basu & Smt. Rina Dey, the Defendants therein.

- h) **AND WHEREAS** the aforesaid parties came to a mutual understanding and prepared a Solenama to resolve the Case and accordingly filled the Solenama on 21.11.2019 and on the request of both the parties the Ld. Court passed an order that the Suit be Decreed in form of Compromise petition in terms of Solenama and subsequently the Ld. Court passed a final form of order on 17.01.2020 accepting the Solenama. And the Ld. Court pleased to pass a Final Decree on 11-03-2020 on terms of the Compromise Petition. And the property in question has been partitioned amongst the parties as per the plan enclosed with the Solenama.
- i) **AND WHEREAS** by virtue of the Final Decree said plaintiff Sri Maloy Kumar Dey & Sri Goutam Kumar Dey, jointly become the owners of all that piece and parcel of land measuring an area of 02 Cottah 19 sq.ft. be the same a little more or less, being Part No. – “A”, (shown in the annexed plan of the said Solenama, marked with colour “Red”) lying and situated at Mouza – Noapara, J. L. No. – 83, Pargana – Anowarpur, Touzi No. – 146, comprised in C. S. Dag No. – 1115 corresponding to R. S. Dag No. – 1981/2499, under Khatian No. – 275 corresponding to R. S. Khatian No. – 1381, within the jurisdiction of local Barasat Municipality, under Ward No. – 5, Premises at N. D. P. – I, Sarojinipally, A.D. S. R. O. – Kadambagachi, P. S. – Barasat in the District of North 24 Parganas and the said defendants, Sri Tapan Kumar Dey, Smt. Mallika Basu & Smt. Rina Dey, jointly become the owners of all that piece and parcel of land measuring an area of 03 Cottah, be the same a little more or less, being Part No. – “B” (shown in the annexed plan of the said Solenama, marked with colour “Green”), lying and situated at Mouza – Noapara, J. L. No. – 83, Pargana – Anowarpur, Touzi No. – 146, comprised in C. S. Dag No. – 1115 corresponding to R. S. Dag No. – 1981/2499, under Khatian No. – 275 corresponding to R. S. Khatian No. – 1381, within the jurisdiction of local Barasat Municipality,



under Ward No. – 5, Premises at N. D. P. – I, Sarojinipally, A. D. S. R. O. – Kadambagachi, P. S. – Barasat in the District of North 24 Parganas.

- j) **AND WHEREAS** after becoming the joint owners of aforesaid 03 Cottah of land, be the same a little more or less, being Part No. – “B” the said Sri Tapan Kumar Dey, Smt. Rina Dey & Smt. Mallika Basu, the **Vendor/Owner No. – 7 to 9 of the First Part herein**, jointly have been possessing and enjoying the same peacefully without interruption of others.
- k) **AND WHEREAS** after becoming the joint owners of aforesaid 03 Cottah of land, be the same a little more or less, being Part No. – “B” the said **SRI TAPAN KUMAR DEY, SMT. RINA DEY & SMT. MALLIKA BASU**, the **Vendor/Owner No. – 7 to 9 of the First Part herein**, with a view to construct a Multi Storied Building (G + 3) over the said property entered into a Registered Development Agreement, being No. – I-152503100, dated 19/05/2020 registered with the office of D. S. R. - III, North 24 Parganas, Barasat, copied in Book No. – I, Volume No. – 1525-2020, Pages from 87521 to 87573, being No. – 152503100 for the year 2020, with **SRIJANI**, a proprietorship firm, having its office at 5/12, Sarojini Pally, P. O. – Nabapally, P. S. – Barasat, District – North 24 Parganas, Kolkata – 700126, represented by its proprietor **SMT. SAPTAPARNA DAS**, wife of Sri Arnab Kumar Das, residing at 5/12, Sarojini Pally, P.O. - Nabapally, P.S. - Barasat, Dist. - North 24 Parganas, Kolkata – 700126.
- l) **AND WHEREAS** the said **SRI TAPAN KUMAR DEY, SMT. RINA DEY & SMT. MALLIKA BASU**, the **Vendor/Owner No. – 7 to 9 of the First Part herein**, also jointly executed and registered a Development Power of Attorney in favour of said Developer namely, **SRIJANI**, a proprietorship firm, represented by its proprietor **SMT. SAPTAPARNA DAS**, wife of Sri Arnab Kumar Das, being No. - 152503103, dated - 19/05/2020,

registered with the office of D. S. R. – III, North 24 Parganas, Barasat copied in Book No. – I, Volume No. – 1525-2020, Pages from 87482 to 87520, being No. – 152503103 for the year 2020.

**Measurement on Amalgamation of the separate plots :** For joint utilization and commercial exploitation of the separate plots into one plot, the Owners/ Vendors hereby decided to amalgamate their plots into one land and at the time of physical measurement of the aforesaid separate plots of land, the Owners/ Vendors found that the total physical measurement of the said separate plots of land collectively **8 (Eight) Cottah 8 (Eight) Chittaks 32 (Thirty Two) Sq.ft.**, be the same a little more or less and the Developer herein amalgamated the separate five Holdings from the Barasat Municipality being Nos. 30, 30/1, 30/2, 196/1 & 115 into a Single Holding No. 115 of Ward No. 5, Premises at N. D. P. – I, Sarojinipally, P. S. – Barasat, Kolkata – 700125.

**AND WHEREAS** thus the Vendors/ Owners herein have become the joint and absolute owners of **8 (Eight) Cottah 8 (Eight) Chittaks 32 (Thirty Two) Sq.ft.** of land which is free from all encumbrances.

**AND WHEREAS** due to construct the said Multi Storied Building (G+3) the Developer herein prepared a Building Plan by an expert engineer and submitted the same before the Barasat Municipality and the Barasat Municipality has approved and sanctioned the said Building Plan, being Sanction Serial No. - 1595, dated – 17/10/2020.

**AND WHEREAS** in pursuance of the said plan sanctioned by the Barasat Municipality the Developer has completed the construction of the said multistoried building over the “A” Scheduled of land hereunder written and now the Developer has provided a Flat, **Being Flat No. – “.....”, measuring a carpet area of more or less ..... sq.ft., covered area ..... sq.ft., more or less & super built up area of ..... sq.ft., more or less, on the ..... Floor** (herein after referred to as the

said Flat) for Sale to the intending Purchaser from the developer allocation wherein the Vendors/Developer will execute the Deed of Conveyance who will purchase of the said flat in the said building known as **“DIKSHA APARTMENT”**.

**AND WHEREAS** the Purchaser having interested to purchase a Flat in the said building duly inspected all the relevant title deeds, documents of the said Vendors/ Developer authority and right therein, the sanctioned building plan, structural plan and also areas, dimensions, measurements, specifications and other details whatsoever concerning the said property/ building and the flat and have satisfied **himself/ herself/ themselves** with regard thereto;

**AND WHEREAS** the Purchaser approached the Vendors/ Developer and agreed to purchase a residential flat **Being Flat No. – “.....”**, measuring a carpet area of more or less ..... sq.ft., covered area ..... sq.ft., more or less & super built up area of ..... sq.ft., more or less, on the ..... Floor (herein after referred to as the said Flat) fully mentioned in the **SCHEDULE B** hereunder written and hereinafter referred to as the said flat along with undivided proportionate impartible share or interest in the land underneath the said building together with all easement rights over all the common parts and portions in the said building fully mentioned in the **SCHEDULE C** hereunder written at or for the price of **Rs. .... only.**

**AND WHEREAS** it is also pertinent to mention that this project has been registered in WBHIRA, (Registration No. - .....)

**NOW THIS INDENTURE WITNESSETH** that in the premises aforesaid and in consideration of the said sum of **Rs. .... only** only well and truly paid by the Purchaser to the Vendors/ Developer on or before the execution of these presents (the receipt whereof the Vendors/ Developer do hereby admit and acknowledge) and of and from the payment of the said amount and every part thereof the Vendors/ Developer do hereby

absolutely and indefeasibly grant sell convey transfer assign and assure unto and in favour of the Purchaser the said flat **Being Flat No. – “.....”**, **measuring a carpet area of more or less ..... sq.ft., covered area ..... sq.ft., more or less & super built up area of ..... sq.ft., more or less, on the ..... Floor** fully mentioned in the **“B” SCHEDULE** hereunder written together with undivided proportionate share of land fully and particularly described in the **“A” SCHEDULE** hereunder written **TOGETHER WITH** the flat with all fittings, fixtures, easements, rights, privileges along with the right to use and enjoy the common areas and installations fully mentioned in the **“C” SCHEDULE** hereunder written in common with the co-Owners of the building **AND** the reversion or reversions remainder or remainders and the rents issues and profits of and in connection with the said flat **AND** all the estate right title interest property claim and demand whatsoever on the Owners/Developer out of or upon the said share in the said premises and the said **flat** and all other benefits and rights herein comprised and hereby granted sold conveyed and transferred or expressed or intended so to be and every part thereof respectively **TOGETHER WITH** their and every of their respective rights liberties and appurtenances whatsoever to and unto the Purchaser **AND TOGETHER WITH** all easements or quasi easements and other stipulations and provisions in connection with the beneficial use and enjoyment of the said **flat** belonging to the Purchaser **TO HAVE AND TO HOLD** the said share in the said premises and the said **flat** and the other benefits and rights hereby granted sold conveyed and transferred and every part or parts unto the Purchaser absolutely and forever free from all encumbrances trusts liens lispendens attachments whatsoever (save those as are expressly mentioned herein) **AND** observance fulfillment and performance of the restrictions terms and conditions covenants and obligations **AND** the Vendors/ Developer shall have no liability and/or right whatsoever on the said **flat** described in the "B Schedule"

hereunder written after the date of execution of this Deed of Conveyance **AND** it shall be lawful for the Purchaser from time to time and at all times hereafter to peaceably and quietly hold use possesses and enjoy the said flat and the share in the said premises and to receive the rents issues and profits thereof without any interruption hindrance claim or disturbance through under or in trust for the Vendors/ Developer **AND** further the Owners and the Developer and all other person or persons having or lawfully equitably claiming any estate, right, title or interest whatsoever in the said **flat** and proportionate share in the said land from through under or in trust for the Vendors/ Developer shall and will from time to time and at all times hereafter upon every reasonable request and at the costs and expenses of the said Purchaser do make acknowledge and execute or cause to be done made acknowledge and executed all such further and other acts, deeds, and assurances whatsoever for further better and more perfectly assuring the said proportionate undivided share in the said land and the said **flat** here by sold, granted, transferred, conveyed, assigned and assured and every part thereof unto and to the use of the Purchaser shall or may be reasonably required.

**THIS INDENTURE FURTHER WITNESSETH** as follows: -

- i) **PREMISES** shall mean the **ALL THAT** piece and parcel of land measuring an area of **8 (Eight) Cottah 8 (Eight) Chittaks 32 (Thirty Two) Sq.ft.**, be the same a little more or less, together with the said multi-storied (G + 3) building popularly called and known as “**DIKSHA APARTMENT**” standing thereon, lying and situated under under Mouza – Noapara, J. L. No. – 83, Re. Sa. No. – 137, Pargana – Anowarpur, Touzi No. – 146, comprised in C. S. Dag No. – 1115 corresponding to R. S. Dag No. – 1981/2499, under Khatian No. – 275 corresponding to R. S. Khatian No. – 1381, lying within the jurisdiction of local Barasat Municipality, under Ward No. – 5, Holding No. – 30, 30/1, 30/2, 196/1 & 115, Amalgamated Holding No. – 115, Premises at N. D. P. – I, Sarojinipally, A. D. S. R. O. –

Kadambagachi, P. S. – Barasat in the District of North 24 Parganas, fully mentioned in the “A” SCHEDULE hereunder written and wherever the context so permits or intends shall also include the building thereon.

- ii) **SAID SHARE** of the said premises shall mean an undivided impartible proportionate share in the land comprised in the said premises attributable to the said flat and described in the “B” Schedule hereunder written.
- iii) **BUILDING** shall mean and include the building constructed by the Developer on the said premises.
- iv) **CO-OWNERS** shall according to its context mean all the persons who have acquired and who may hereafter acquire or own flats in the said premises.
- v) **COMMON** areas and installations shall mean and include the stair-case landings, lobby, passage, terrace, pathways, installation at the premises as mentioned in the “C” Schedule hereunder written and expressed or intended for common use and enjoyment of the co-Owners.
- vi) **COMMON EXPENSES** shall mean and include the purpose of maintaining the premises in particular the common area and installations, collection and disbursement of the common expenses and dealing with the matters of common interest of the co-Owners and matters relating to the most beneficial use and enjoyment of their respective units exclusively as mentioned in the “D” Schedule hereunder written and the said expenses to be paid proportionately along with other co-Owners of the premises.
- vii) **SAID UNIT** shall mean the said complete **flat** and/or other spaces as mentioned and described in the “B” Schedule hereunder written and undivided proportionate share in the common areas and installations in the premises.
- viii) **ASSOCIATION** shall mean any association, syndicate, committee or society of all the co-Owners that may be formed for the purpose of management, maintenance and administration of the common purpose.

ix) **SINGULAR** number shall mean and include the plural number and vice versa.

x) **MASCULINE** gender shall mean and include the feminine gender and vice versa.

**THE PURCHASER DOETH HEREBY COVENANT WITH THE VENDORS/ DEVELOPER**as follows: -

1. The Purchaser binds himself/herself/ themselves to pay regularly and punctually all Municipal rates and taxes and other outgoings and impositions (including water tax, Urban Land Tax or any other taxes that may be imposed etc.) in respect of the said Unit wholly and in respect of the building and the premises proportionately and the liability of the Purchaser for payment of the same shall accrue with effect from the date of registration of this deed of conveyance.
2. The Purchaser agrees to specific conditions and covenant running with the land that the land of the said property shall be always indivisible and impartible and the Purchaser shall own only undivided proportionate shares in the same and the Purchaser shall not claim any division or partition or separation thereof.
3. The Purchaser shall pay and meet all the charges for electricity and other utilities/services Municipal rates or taxes relating to the flat wholly upon mutation. Beside the above the Purchaser shall proportionately pay the association the cost of maintenance and management of common service & facilities as mentioned in the "D" Schedule hereunder written.
4. The Purchaser shall not for any reason whatsoever obstruct the Vendors/ Developer in completing and/or carrying out the present and future construction of the building nor shall obstruct the Vendors/ Developer in their transferring Owners' Allocation or Developer's residual allocation of the said building/premises to any other person or persons.

5. The Purchaser shall have the right to obtain all necessary connection and/or lines amenities for the use and enjoyment of the said **flat** hereby purchased.
6. The Purchaser, **his/ her/ their employees**, the visitors and agents shall have the right of ingress in and ingress out of the said flat through staircase landings corridors, and passage leading to the main entrance common spaces and/or the road.
7. The Purchaser, **his/ her/ their servant** and/or agents shall not in any way obstruct or cause to be obstructed the common passage landing areas roofs or staircases of the premises nor store therein any rubbish or other materials goods or furniture nor shall do or cause to be done or allow any act deed matter or thing whereby the use and enjoyment of the common parts the common amenities and the common convenience of the said building be in any way prejudicially affected or violated.
8. That upon registration the Purchaser shall have right to mutate **his/ her/ their name/s** as absolute sole/ joint Owner/s of the said flat in the records of the **Barasat Municipality** and/or have the said flat separately numbered and assessed for taxes and the Vendors/Developer shall whenever required by the Purchaser give their consent or approval in writing for the purpose of such mutation and separate assessment.
9. The Purchaser shall keep the said unit and other partition walls, sewers, drains pipes and entrance and main entrance exclusively serving the said unit in good condition.
10. The Purchaser shall observe and perform all rules regulations and restrictions from time to time in force for the use and management of the building and in particular the common areas and installations.
11. That the Purchaser on purchasing the **flat** shall be entitled to sale, mortgage, lease, or otherwise alienate the said **flat** subject to the terms and conditions contained herein without the consent of the other co-Owners of



the said premises who may have acquired before and who may hereafter acquire any right, title or interest similar to the Purchaser. It is also agreed that the Purchaser shall acquire full right, title and interest in the said **flat** hereby sold to her on the basis of registration of the sale deed of the said **flat**.

12. As long as the said **flat** in the said building is not separately assessed for municipal taxes and other charges, the Purchaser shall pay proportionate share of water charges and municipal taxes and other statutory taxes as assessed on the whole building to the Vendors/ Developer and on its formation to the Association as mentioned above. Once the said flat is separately assessed the Purchaser shall be liable directly to the authority/department concerned for such payment of rates and taxes.
13. That the Purchaser shall have the right of half of the depth of the ceiling above, the pillars and the joints and the common partition wall demarcation their flat from the adjacent flat and full Ownership of other walls, doors, windows and all fittings and shall be entitled to repair and maintain the same but he shall not be entitled to damage or open door or window on common wall encroaching the privacy of the adjoining flat Owners. The Purchaser shall have no right of demolishing his/**her/their flat** nor seek partition of the common area and facilities.
14. The Purchaser shall allow the Vendors/ Developer/Association and its workmen to enter into the said flat for carrying out the works required for the common purpose on receipt of prior notice in this regard.
15. The Purchaser shall not store in the said **flat** any goods, which are of hazardous obnoxious combustible or dangerous in nature or are so heavy as to damage the construction or structure of the building in which the said flat is situated or storing of which is unlawful. In case any damage is caused to the building / flat due to negligence or default of the Purchaser,

the Purchaser shall be liable for the consequences of the breach for any such default.

16. The Purchaser shall not demolish or cause to be demolished the flat or any part thereof, nor at any time make or cause to be made any addition or alteration of whatsoever nature in or to the flat or any part thereof or to the building nor any alteration in the elevation and outside colour scheme of the building/flat and shall not change or in any other manner damage columns, beams, walls, slabs or R.C.C. or other structural foundation in the flat or any portion of the building causing danger to the building. The Purchaser shall however be allowed to repair and change the doors, windows, and grills when the same become old and broken and can also fix A.C. Machine personal service amenities etc. in **his/her/their** flat without disturbing the co-Owners.
17. In using the said Unit and the common areas and installations of the said building and the premises, neither the Purchaser nor any member of the family of the Purchaser shall do the following act;
  - i) Make any unnecessary noise;
  - ii) Leave any litter other than in a place provided for the purpose;
  - iii) Leave or cause to be left any article or thing where they may or are likely to obstruct the free use of other parts of the building by others.
18. The Purchaser shall sign all papers and documents and do all other acts, deeds, things as the Vendors/ Developer / Association may lawfully require **their** to do from time to time for safeguarding the said building and the interest of other co-Owners.
19. The Purchaser shall co-operate for formation of the association and bear and pay the proportionate costs and expenses for formation of the Association.

**THE SCHEDULE "A" ABOVE REFERRED TO**

**(Entire Premises)**

ALL THAT piece and parcel of land measuring an area of **8 (Eight) Cottah 8 (Eight) Chittaks 32 (Thirty Two) Sq.ft.**, be the same a little more or less, together with the said multi-storied (G + 3) building popularly called and known as "**DIKSHA APARTMENT**" standing thereon, lying and situated under Mouza – Noapara, J. L. No. – 83, Re. Sa. No. – 137, Pargana – Anowarpur, Touzi No. – 146, comprised in C. S. Dag No. – 1115 corresponding to R. S. Dag No. – 1981/2499, under Khatian No. – 275 corresponding to R. S. Khatian No. – 1381, lying within the jurisdiction of local Barasat Municipality, under Ward No. – 5, Holding No. – 30, 30/1, 30/2, 196/1 & 115, Amalgamated Holding No. – 115, Premises at N. D. P. – I, Sarojinipally, A. D. S. R. O. – Kadambagachi, P. S. – Barasat in the District of North 24 Parganas, which is butted and bounded by:-

ON THE NORTH : 14 feet wide Sarojini Pally Road.

ON THE SOUTH : 3'-0" Wide drain thereafter Gopal Bhattacharya and Maitryee Bagchi.

ON THE EAST : Prakiti Apartment

ON THE WEST : Biswanath Das

**THE SCHEDULE "B" ABOVE REFERRED TO**

**(Description of Flat hereby sold)**

ALL THAT piece and parcel of a ..... finished flooring self-contained residential Flat, **Being Flat No. – “.....”**, measuring a carpet area of more or less ..... sq.ft., covered area ..... sq.ft., more or less & super built up area of ..... sq.ft., more or less, consisting of ..... Bed Rooms, .....dining cum drawing, .....Kitchen, .....Toilet, One ....., &.....Balcony, at the ..... Corner on the .....Floor, of the G Plus Three storied building, popularly called and known as "**DIKSHA APARTMENT**", lying within the

jurisdiction of local local Barasat Municipality under Ward No. – 5, Holding No. – 30, 30/1, 30/2, 196/1 & 115, Amalgamated Holding No. – 115, Premises at N. D. P. – I, Sarojinipally, P. S. – Barasat in the District of North 24 Parganas, together with the undivided proportionate share, right, title, interest, possession of the said land underneath along with undivided proportionate share and right of all common facilities and common amenities belonging to the said building as well as belonging to the said Premises including all easement rights and all rights of ingress and egress, at the said schedule property of the said building including common roof right. The flat is fully shown and delineated plan annexed hereto and boundary line marked by Red Colour. The said plan will be treated as part of this Deed of Conveyance. The flat is butted and bounded by :-

On the North –

On the South –

On the East –

On the West –

#### **SCHEDULE "C" ABOVE REFERRED TO**

##### **(Common areas, common facilities and common amenities )**

- i. Land under the said building described in the First Schedule.
- ii. All sides spaces, back spaces paths, passages, drains, ways in the said building.
- iii. General lighting of the common portions and spaces for installations of electric meter in general.
- iv. Drains and sewers from the building in the Municipal connection drains and/ or sewerage.
- v. Stair, and stair case landings.
- vi. Lift & Lift Room.
- vii. Lobbies in each floor.
- viii. Common Septic Tank.
- ix. Common water pump.

- x. Common Water Tank.
- xi. Common Electric line.
- xii. Water and sewerage evocation from the pipes of the every unit, to drain and sewerage common to the said building.
- xiii. After delivery of possession maintenance cost will be borne by the flat owner/s.

**SCHEDULE "D" ABOVE REFERRED TO**

**Cost of maintenance of common service & facilities.**

1. Cost of maintenance, repairing, re-decorating etc. of the main structure and in particular the gutters, fresh and rain water-pipe drains, sewers, overhead water storage tanks, septic tank and electric wires, motors, generators 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 building and the main entrance, passages landings, staircases of the building enjoyed by the Purchaser or used by him in common as aforesaid.
2. Cost of cleaning and lighting the passages, landing, lift, staircase and other parts of the building as enjoyed or used by the Purchaser in common as aforesaid.
3. Cost of working and maintenance of light and service charges.
4. Cost of maintenance and decorating the exterior of the building.
5. Municipal rates and taxes same those separately assessed.
6. Cost of charges of establishment for maintenance of the building and the salaries of all persons employed for the same.
7. All charges and deposit for supply of common facilities.
8. All legal expenses appertaining to the maintenances and protection of the said building and disputes regarding claims and/or demands from Municipality and/or local authorities.
9. All charges for maintaining the office for common purposes.

**IN WITNESS WHEREOF** the parties hereto have executed these presents on the day month and year first above written.

SIGNED SEALED AND DELIVERED

By the within name parties at Kolkata

In presence of:-

- 1) As constituted attorney of **SMT. SAPTAPARNA DAS, SRI MALAY KANTI BOSE, SMT. SANGITA BOSE, SRI SANDIPAN BOSE, SRI BIMAL KUMAR MITRA, SRI BIBEK KUMAR MITRA, SRI TAPAN DE alias TAPAN KUMAR DEY, SMT. RINA DEY & SMT. MALLIKA BASU**
- 2)

Drafted by:-

\_\_\_\_\_  
Signature of the Owners/ Vendors

Advocate  
Barasat Judges Court  
Barasat, North 24 Parganas

\_\_\_\_\_  
Signature of the Developer  
(Proprietor of **SRIJANI**)

Printed by :-

Barasat  
Email – deedhome@gmail.com

\_\_\_\_\_  
Signature of the Purchaser/s

**MEMO OF CONSIDERATION**

Received of and from the within the named Purchaser the sum of Rs.  
..... only being the consideration money payable  
under this presence

Date	Cash/ Cheque/ D.D. No.	Bank/ P. O.	Branch	Rupees
Total -				

**(RUPEES .....ONLY)**

WITNESSES:-

1.

2.

\_\_\_\_\_  
**SIGNATURE OF THE  
DEVELOPER**  
(Proprietor of **SRIJANI**)