CONVEYANCE

THIS CONVEYANCE made this

day of Two Thousand

(201....)

AMONG

(1) SMT. PRANATI ROY (PAN AFWPR7201M) widow of late Bimal Roy (2) TIRTHANKAR ROY (PAN AHKPR2759L) & (3) SUBHANKAR ROY (PAN AWXPR5036J), both are sons of late Bimal Roy, all are by faith Hindu, by Nationality Indian, by occupation business, all are residing at 17/13, Ghanashyam Banerjee Road, (Patna Thakurtala), P.O. & P.S. Nimta, Kolkata-700049, District North 24 Parganas vendors represented by their constituted attorney any two out of (1) SRI KRISHNENDU BASU, (PAN AGZPB7535Q) son of late Rathindra Chandra Basu, by caste Hindu, by occupation business, residing at Flat No. A-2, 2nd floor, Indranita Apartment 27, B. N. Ghosal Road, P.O. & P.S. Belghoria, Kolkata-700056, District North 24 Parganas, (2) SMT. SUMITRA BASU (PAN AJKPB0847K) wife of Sri Krishnendu Basu, by religion Hindu, by Nationality Indian, by occupation business residing at Flat No. A-2, 2nd floor, Indranita Apartment 27, B. N. Ghosal Road, P.O. & P.S. Belghoria, Kolkata - 700 056, District North 24 Parganas and its sub partner of this project only (3) SRI GAUTAM KAR (PAN AMUPK9834E) son of late Bimal Chandra Kar by faith Hindu, by Nationality Indian, by occupation business, residing at 75, Nabin Pally, Police Station Belghoria, Kolkata-700056, District North 24-Parganas vide registered Development Power of Attorney dated 25th January 2017 and registered at the Office of the Additional District Sub-Registrar, Belghoria, North 24 Parganas and recorded in Book No. I, Volume No. 1526-2017, Pages 5918 to 5941, Being No. 152600192 for the year 2017 hereinafter collectively called the "VENDORS/LANDOWNERS" (which expression or term 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

AND (PAN), by religion- Hindu, by Nationality Indian,

occupation-House wife residing at hereinafter referred to as

wife

of

by

the "PURCHASER" (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include her heirs, executors, administrators, representatives and assigns) of the **SECOND PART**

AND

M/S. EN-SUIT REALTORS, (PAN AADFE2088B) a partnership firm constituted under Indian Partnership Act, 1932, having its office at 27, B. N. Ghosal Road, Belghoria, Kolkata-700056 being represented by its any two partners namely (1) SRI KRISHNENDU BASU, (PAN AGZPB75350) son of late Rathindra Chandra Basu, by caste Hindu, by occupation business, residing at Flat No. A-2, 2nd floor, Indranita Apartment 27, B. N. Ghosal Road, P.O. & P.S. Belghoria, Kolkata-700056, District North 24 Parganas, (2) SMT. SUMITRA BASU (PAN AJKPB0847K) wife of Sri Krishnendu Basu, by religion Hindu, by Nationality Indian, by occupation business residing at Flat No. A-2, 2nd floor, Indranita Apartment 27, B. N. Ghosal Road, P.O. & P.S. Belghoria, Kolkata - 700 056, District North 24 Parganas and its sub partner of this project only (3) SRI GAUTAM KAR (PAN AMUPK9834E) son of late Bimal Chandra Kar by faith Hindu, by Nationality Indian, by occupation business, residing at 75, Nabin Pally, Police Station Belghoria, Kolkata-700056, District North 24-Parganas hereinafter referred to as the **DEVELOPER** (which expression shall unless excluded by or repugnant to the context be deemed to mean and include his heirs, executors, administrators, representatives and assigns) of the **OTHER PART**

WHEREAS by a bengali deed of Kobala dated 06th August 1993 and made between the Sri Rabindra Nath Ghosh son of later Panchu Ghosh @ Panchanan Ghosh of Patna, Uttar Nimta, Kolkata-700049 therein referred to as the vendor of the one part and Sri Bimal Roy son of late Abinash Chandra Roy of G.B. Road, Kolkata-700049 therein referred to as the purchaser of the other part and registered at the office of the Additional District Sub Registrar Cossipore Dum Dum, North 24 Parganas and recorded in Book No. I, Being No. 4613 for the year 1993 wherein the said Sri Rabindra Nath Ghosh sold, transferred and conveyed his right, title and interest of all that land measuring an area of 6 (six) cottahs 9 (nine) chhattacks 3 (three) square feet be the same a little more or less

appertaining to Mouza Uttar Nimta, J.L. No. 2, R.S. 102, Touzi No. 172, R.S. Dag No. 96, R.S. Khatian No. 1382, under North Dum Dum Municipality, lying and situated at Holding No. 96, Ghanashyam Banerjee Road, P.S. Nimta, District North 24 Parganas unto and in favour of the said Sri Bimal Roy

AND WHEREAS by another bengali deed of Kobala dated 02nd February 1998 and made between the said Sri Rabindra Nath Ghosh son of later Panchu Ghosh @ Panchanan Ghosh of Patna, Uttar Nimta, Kolkata-700049 therein referred to as the vendor of the one part and Sri Bimal Roy son of late Abinash Chandra Roy of G.B. Road, Kolkata-700049 therein referred to as the purchaser of the other part and registered at the office of the Additional District Sub Registrar Cossipore Dum Dum, North 24 Parganas and recorded in Book No. I, Being No. 526 for the year 1998 wherein the said Sri Rabindra Nath Ghosh sold, transferred and conveyed his right, title and interest of all that land measuring an area of 7 (seven) cottahs 12 (twelve) chhattacks 37 (thirty seven) square feet be the same a little more or less appertaining to Mouza Uttar Nimta, J.L. No. 2, R.S. 102, Touzi No. 172, R.S. Dag No. 99, R.S. Khatian No. 1382, under North Dum Dum Municipality, lying and situated at Holding No. 12, P.S. Nimta, District North 24 Parganas unto and in favour of the said Sri Bimal Roy

AND WHEREAS by way of aforesaid two bengali deed of kobala the said Sri Bimal Roy absolutely seized and possessed as absolute owner of all that land measuring an area of 14 (fourteen) cottahs 5 (five) chhattacks 40 (forty) square feet be the same a little more or less and duly mutated his name before the concerned B.L. & L.R.O. as well as North Dum Dum Municipality and presently the said property has been reassessed and renumbered appertaining to Mouza Uttar Nimta, J.L. No. 2, R.S. 102, Touzi No. 172, R.S. Dag Nos. 96 & 99, R.S. Khatian No. 1382, Hal Khatian No. 2575, lying and situated at Holding Nos. 10(3) & BH 4(8/1/13), Ghanashyam Banerjee Road, under North Dum Dum Municipality, Ward No. 6, P.S. Nimta, District North 24 Parganas

AND WHEREAS by a bengali deed of Kobala dated 02nd May 1990 and made between the said Sri Shambhu Nath Ghosh, Sri Ashok Kumar Ghosh, Sri Rabindra Nath Ghosh, Sri Prasanta Kumar Ghosh@ Sri Dhruba Kumar Ghosh, Sri Deb Kumar Ghosh @ Sri Deba Prasad Ghosh, Smt. Chaina Ghosh and Smt. Sudha Ghosh(Saha) therein jointly referred to as the vendors of the one part and Smt. Pranati Roy the land owner no. 1 herein and therein referred to as the purchaser of the other part and registered at the office of the Additional District Sub Registrar Cossipore Dum Dum, North 24 Parganas and recorded in Book No. I, Being No. 2241 for the year 1990 wherein the said Sri Shambhu Nath Ghosh & others sold, transferred and conveyed their right, title and interest of all that land measuring an area of 1 (one) cottah 14 (fourteen) chhattacks 31 (thirty one) square feet be the same a little more or less appertaining to Mouza Uttar Nimta, J.L. No. 2, R.S. 102, Touzi No. 172, R.S. Dag No. 95, Sabek Khatian No. 1435, R.S. Khatian No. 2244/2245 & all that land measuring an area of 0 (zero) cottah 2 (two) chhattacks 4 (four) square feet be the same a little more or less appertaining to Mouza Uttar Nimta, J.L. No. 2, R.S. 102, Touzi No. 172, R.S. Dag No. 92, R.S. Khatian No. 1397 & all that land measuring an area of 3 (three) cottahs 7 (seven) chhattacks 36 (thirty six) square feet be the same a little more or less appertaining to Mouza Uttar Nimta, J.L. No. 2, R.S. 102, Touzi No. 172, R.S. Dag No. 93, R.S. Khatian Nos. 2046 & 2047, totaling to 5 (five) cottahs 8 (eight) chhattacks 26 (twenty six) square feet be the same a little more or less under North Dum Dum Municipality, Holding No. 39, P.S. Nimta, District North 24 Parganas unto and in favour of the said Smt. Pranati Roy

AND WHEREAS by another bengali deed of Kobala dated 06th August 1993 and made between the said Sri Rabindra Nath Ghosh son of late Panchu Ghosh @ Panchanan Ghosh therein referred to as the vendor of the one part and Smt. Pranati Roy the land owner no. 1 herein and therein referred to as the purchaser of the other part and registered at the office of the Additional District Sub Registrar Cossipore Dum Dum, North 24 Parganas and recorded in Book No. I, Being No. 4614 for the year 1993 wherein the said Sri Rabindra Nath Ghosh sold, transferred and conveyed

his right, title and interest of all that land measuring an area of 1 (one) cottah 11 (eleven) chhattacks 43 (forty three) square feet be the same a little more or less appertaining to Mouza Uttar Nimta, J.L. No. 2, R.S. 102, Touzi No. 172, R.S. Dag No. 97, R.S. Khatian No. 1382 & all that land measuring an area of 0 (zero) cottah 6 (six) chhattacks 42 (forty two) square feet be the same a little more or less appertaining to Mouza Uttar Nimta, J.L. No. 2, R.S. 102, Touzi No. 172, R.S. Dag No. 96, R.S. Khatian No. 1382 totaling to 2 (two) cottahs 2 (two) chhattacks 40 (forty) square feet be the same a little more or less under North Dum Dum Municipality, Holding No. 64, Ghanashyam Banerjee Road, P.S. Nimta, District North 24 Parganas unto and in favour of the said Smt. Pranati Roy

AND WHEREAS Smt. Rikta Roy widow of late Anil Roy and Smt. Pranati Roy daughter of late Anil Roy are the joint owners of all that land measuring an area of 2 (two) cottah 00 (zero) chhattacks 00 (zero) square feet be the same a little more or less appertaining to Mouza Uttar Nimta, J.L. No. 2, R.S. 102, Touzi No. 172 & 173, R.S. Dag No. 92, R.S. Khatian No. 1397 & all that land measuring an area of 6 (six) cottahs 10 (ten) chhattacks 18 (eighteen) square feet be the same a little more or less appertaining to Mouza Uttar Nimta, J.L. No. 2, R.S. 102, Touzi No. 172 & 173, R.S. Dag No. 98, R.S. Khatian No. 658 totaling to 8 (eight) cottahs 10 (ten) chhattacks 18 (eighteen) square feet be the same a little more or less under North Dum Dum Municipality, Holding No. B-H-3 (8/1/1) and 199 (436), Ghanashyam Banerjee Road, P.S. Nimta, District North 24 Parganas by way of inheritance from Anil Roy their predecessor in interest

AND WHEREAS by another bengali deed of Gift dated 18th February 2015 and made between the Smt. Rikta Roy widow of late Anil Roy therein referred to as the donor of the one part and Smt. Pranati Roy the land owner no. 1 herein and therein referred to as the donee of the other part and registered at the office of the Additional District Sub Registrar Cossipore Dum Dum, North 24 Parganas and recorded in Book No. I, Being No. 1546 for the year 2015 wherein the said Smt. Rikta Roy gifted,

transferred and conveyed her undivided 50 % right, title and interest of all that land measuring an area of 2 (two) cottah 00 (zero) chhattacks 00 (zero) square feet be the same a little more or less appertaining to Mouza Uttar Nimta, J.L. No. 2, R.S. 102, Touzi No. 172 & 173, R.S. Dag No. 92, R.S. Khatian No. 1397 & all that land measuring an area of 6 (six) cottahs 10 (ten) chhattacks 18 (eighteen) square feet be the same a little more or less appertaining to Mouza Uttar Nimta, J.L. No. 2, R.S. 102, Touzi No. 172 & 173, R.S. Dag No. 98, R.S. Khatian No. 658 totaling to 8 (eight) cottahs 10 (ten) chhattacks 18 (eighteen) square feet be the same a little more or less under North Dum Dum Municipality, Holding No. B-H-3 (8/1/1) and 199 (436), Ghanashyam Banerjee Road, P.S. Nimta, District North 24 Parganas i.e. all that land measuring an area of 1 (one) cottah 00 (zero) chhattacks 00 (zero) square feet be the same a little more or less appertaining to Mouza Uttar Nimta, J.L. No. 2, R.S. 102, Touzi No. 172 & 173, R.S. Dag No. 92, R.S. Khatian No. 1397 & all that land measuring an area of 3 (three) cottahs 5 (five) chhattacks 9 (nine) square feet be the same a little more or less appertaining to Mouza Uttar Nimta, J.L. No. 2, R.S. 102, Touzi No. 172 & 173, R.S. Dag No. 98, R.S. Khatian No. 658 totaling to 4 (four) cottahs 5 (five) chhattacks 09 (nine) square feet be the same a little more or less under North Dum Dum Municipality, Holding No. B-H-3 (8/1/1) and 199 (436), Ghanashyam Banerjee Road, P.S. Nimta, District North 24 Parganas unto and in favour of the said Smt. Pranati Roy

AND WHEREAS by way of aforesaid two bengali deed of kobala & one deed of gift the said Smt. Pranati Roy absolutely seized and possessed as absolute owner of all that land measuring an area of 16 (sixteen) cottahs 05 (five) chhattacks 39 (thirty nine) square feet be the same a little more or less and duly mutated her name before the concerned B.L. & L.R.O. as well as North Dum Dum Municipality and presently the said property has been reassessed and renumbered appertaining to Mouza Uttar Nimta, J.L. No. 2, R.S. 102, Touzi No. 172, R.S. Dag Nos. 95,92,93,97,96 & 98, R.S. Khatian No. 2244/2245, 1397, 2046,2047, 1382,1397 & 658, Hal Khatian No. 2576, lying and situated at Holding Nos. BH 3(8/1/1), 9(2), 17(13) &

191(436), Ghanashyam Banerjee Road, under North Dum Dum Municipality, Ward No. 6, P.S. Nimta, District North 24 Parganas

AND WHEREAS by a bengali deed of Kobala dated 30th May 2005 and made between the said Sri Kesto Ghosh, Sri Mohon Ghosh, Smt. Bijoli Ghosh, Sri Pintu Ghosh, Sri Mrityunjoy Ghosh, Smt. Putul Guha, Smt. Baby Ghosh, Smt. Minati Ghosh, Sri Sintu Ghosh, Sri Netai Ghosh, Sri Gour Ghosh, Smt. Pratima Some, Smt. Kalpana Ghosh, Sri Sanjoy Ghosh, Sri Debasis Ghosh, Smt. Mili Ghosh & Smt. Sharmila Ghosh therein jointly referred to as the vendor of the one part and Sri Tirthankar Roy the land owner no. 2 herein and therein referred to as the purchaser of the other part and registered at the office of the Additional District Sub Registrar Cossipore Dum Dum, North 24 Parganas and recorded in Book No. I, Being No. 9418 for the year 2005 wherein the said Sri Kesto Ghosh & others sold, transferred and conveyed his right, title and interest of all that land measuring an area of 10 (ten) cottahs 04 (four) chhattacks 19 (nineteen) square feet be the same a little more or less appertaining to Mouza Uttar Nimta, J.L. No. 2, R.S. 102, Touzi No. 172, R.S. Dag No. 100, R.S. Khatian No. 613, under North Dum Dum Municipality, Ward No. 6, Ghanashyam Banerjee Road, P.S. Nimta, District North 24 Parganas unto and in favour of the said Sri Tirthankar Roy

AND WHEREAS by way of aforesaid bengali deed of kobala the said Sri Tirthankar Roy absolutely seized and possessed as absolute owner of all that land measuring an area of 10 (ten) cottahs 04 (four) chhattacks 19 (nineteen) square fee be the same a little more or less and duly mutated his name before the concerned B.L. & L.R.O. as well as North Dum Dum Municipality and presently the said property has been reassessed and renumbered appertaining to Mouza Uttar Nimta, J.L. No. 2, R.S. 102, Touzi No. 172, R.S. Dag No. 100, R.S. Khatian No. 613, Hal Khatian No. 2654, under North Dum Dum Municipality, Ward No. 6, Ghanashyam Banerjee Road, P.S. Nimta, District North 24 Parganas

AND WHEREAS by a bengali deed of Kobala dated 30th May 2005 and made between the said Sri Kesto Ghosh, Sri Mohon Ghosh, Smt. Bijoli Ghosh, Sri Pintu Ghosh, Sri Mrityunjoy Ghosh, Smt. Putul Guha, Smt. Baby Ghosh, Smt. Minati Ghosh, Sri Sintu Ghosh, Sri Netai Ghosh, Sri Gour Ghosh, Smt. Pratima Some, Smt. Kalpana Ghosh, Sri Sanjoy Ghosh, Sri Debasis Ghosh, Smt. Mili Ghosh & Smt. Sharmila Ghosh therein jointly referred to as the vendor of the one part and Sri Subhankar Roy the land owner no. 2 herein and therein referred to as the purchaser of the other part and registered at the office of the Additional District Sub Registrar Cossipore Dum Dum, North 24 Parganas and recorded in Book No. I, Being No. 9419 for the year 2005 wherein the said Sri Kesto Ghosh & others sold, transferred and conveyed his right, title and interest of all that land measuring an area of 07 (seven) cottahs 01 (one) chhattack 00 (zero) square feet be the same a little more or less appertaining to Mouza Uttar Nimta, J.L. No. 2, R.S. 102, Touzi No. 172, R.S. Dag Nos. 100 & 101, R.S. Khatian No. 613, under North Dum Dum Municipality, Ward No. 6, Ghanashyam Banerjee Road, P.S. Nimta, District North 24 Parganas unto and in favour of the said Sri Subhankar Roy

AND WHEREAS by way of aforesaid bengali deed of kobala the said Sri Subhankar Roy absolutely seized and possessed as absolute owner of all that land measuring an area of 07 (seven) cottahs 01 (one) chhattack 00 (zero) square feet be the same a little more or less and duly mutated his name before the concerned B.L. & L.R.O. as well as North Dum Dum Municipality and presently the said property has been reassessed and renumbered appertaining to Mouza Uttar Nimta, J.L. No. 2, R.S. 102, Touzi No. 172, R.S. Dag Nos. 100 & 101, R.S. Khatian No. 613, Hal Khatian No. 2655, under North Dum Dum Municipality, Ward No. 6, Ghanashyam Banerjee Road, P.S. Nimta, District North 24 Parganas

AND WHEREAS by a bengali deed of Kobala dated 30th May 2005 and made between the said Sri Kesto Ghosh, Sri Mohon Ghosh, Smt. Bijoli Ghosh, Sri Pintu Ghosh, Sri Mrityunjoy Ghosh, Smt. Putul Guha, Smt. Baby Ghosh, Smt. Minati Ghosh, Sri Sintu Ghosh, Sri Netai Ghosh, Sri

Gour Ghosh, Smt. Pratima Some, Smt. Kalpana Ghosh, Sri Sanjoy Ghosh, Sri Debasis Ghosh, Smt. Mili Ghosh & Smt. Sharmila Ghosh therein jointly referred to as the vendor of the one part and Sri Tirthankar Roy & Sri Subhankar Roy the land owner no. 2 & 3 herein and therein jointly referred to as the purchasers of the other part and registered at the office of the Additional District Sub Registrar Cossipore Dum Dum, North 24 Parganas and recorded in Book No. I, Being No. 9420 for the year 2005 wherein the said Sri Kesto Ghosh & others sold, transferred and conveyed his right, title and interest of all that land measuring an area of 02 (two) cottahs 05 (five) chhattack 11 (eleven) square feet be the same a little more or less appertaining to Mouza Uttar Nimta, J.L. No. 2, R.S. 102, Touzi No. 172, R.S. Dag Nos. 100 & 101, R.S. Khatian No. 613, under North Dum Dum Municipality, Ward No. 6, Ghanashyam Banerjee Road, P.S. Nimta, District North 24 Parganas unto and in favour of the said Sri Tirthankar Roy & Sri Subhankar Roy

AND WHEREAS by way of aforesaid bengali deed of kobala the said Sri Tirthankar Roy & Sri Subhankar Roy absolutely seized and possessed as absolute owner of all that land measuring an area of 02 (two) cottahs 05 (five) chhattack 11 (eleven) square feet be the same a little more or less and duly mutated his name before the concerned B.L. & L.R.O. as well as North Dum Dum Municipality and presently the said property has been reassessed and renumbered appertaining to Mouza Uttar Nimta, J.L. No. 2, R.S. 102, Touzi No. 172, R.S. Dag Nos. 100 & 101, R.S. Khatian No. 613, under North Dum Dum Municipality, Ward No. 6, Holding No. BH-162(533/1), Ghanashyam Banerjee Road, P.S. Nimta, District North 24 Parganas

AND WHEREAS in the event that have happened the said Sri Bimal Roy, Smt. Pranati Roy, Sri Tirthankar Roy, Sri Subhankar Roy & Sri Tirthankar Roy & Sri Subhankar Roy are thus now seized and possessed their respective demarcated portion as absolute owner

AND WHEREAS the said Sri Bimal Roy, Smt. Pranati Roy, Sri Tirthankar Roy & Sri Subhankar Roy had decided to develop their respective property after amalgamation into a single holding and to erect a G + Four Storied commercial cum residential building thereat in different five block, duly proposed the Developer to plan development of the said property after demolition of the existing old dwelling house and by constructing a new G + Four Storied in different five block residential-cum-commercial building thereon comprising of self-contained residential flats/units / shops / garages etc. on ownership basis according to the sanctioned building plan to be duly sanctioned by the North Dum Dum Municipality

AND WHEREAS SRI BIPLAB ROY son of Late Puspa Ranjan Roy, and SRI KRISHNENDU BASU, son of Late Rathindra Chandra Basu, jointly on 15th October 2010 formed a Partnership Firm in the name and style of M/S. EN-SUIT REALTORS,(PAN AADFE2088B) having its office at 27, B. N. Ghosal Road, Belghoria, Kolkata-700056

AND WHEREAS the said M/S. EN-SUIT REALTORS inducted SRI GAUTAM KAR (PAN AMUPK9834E) son of late Bimal Chandra Kar by faith Hindu, by Nationality Indian, by occupation business, residing at 75, Nabin Pally, Police Station Belghoria, Kolkata-700056, District North 24-Parganas as sub partner only for this project and accordingly executed a deed on 1st December 2014 the terms and condition fully mentioned therein

AND WHEREAS the said **Sri Bimal Roy, Smt. Pranati Roy, Sri Tirthankar Roy & Sri Subhankar Roy** on 31st March 2015 executed and registered a Development Agreement with the **M/S. EN-SUIT REALTORS**,(PAN AADFE2088B) a partnership firm constituted under Indian Partnership Act, 1932, having its office at 27, B. N. Ghosal Road, Belghoria, Kolkata-700056 being represented by its partners represented by its partners (1) **SRI BIPLAB ROY**,(PAN ADIPR2583G) son of Late Puspa Ranjan Roy, by caste Hindu, by occupation business, residing at

15, Chowdhury Para Lane, P.O. & P.S. Belghoria, Kolkata –700056, District North 24 Parganas and **(2) SRI KRISHNENDU BASU**, (PAN AGZPB7535Q) Son of Late Rathindra Chandra Basu, by caste Hindu, by occupation business, residing at Flat No. A-2, 2nd floor, Indranita Apartment 27, B. N. Ghosal Road, P.O. & P.S. Belghoria, Kolkata – 700 056, District North 24 Parganas and its sub partner of this project only **(3) SRI GAUTAM KAR** (PAN AMUPK9834E) son of late Bimal Chandra Kar by faith Hindu, by Nationality Indian, by occupation business, residing at 75, Nabin Pally, Police Station Belghoria, Kolkata-700056, District North 24-Parganas in Book No. I, CD Volume No. 9, Pages from 746 to 786, Being No. 03356 for the year 2015 the terms and condition fully mentioned in the said Development Agreement dated 31st March 2015

AND WHEREAS in the even date i.e 31st March 2015 a Development Power of Attorney also executed and registered by the said Sri Bimal Roy, Smt. Pranati Roy, Sri Tirthankar Roy & Sri Subhankar Roy in favour of the said M/S. EN-SUIT REALTORS, (PAN AADFE2088B) a partnership firm constituted under Indian Partnership Act, 1932, having its office at 27, B. N. Ghosal Road, Belghoria, Kolkata-700056 being represented by its partners represented by its partners (1) SRI BIPLAB ROY, (PAN ADIPR2583G) son of Late Puspa Ranjan Roy, by caste Hindu, by occupation business, residing at 15, Chowdhury Para Lane, P.O. & P.S. Belghoria, Kolkata -700056, District North 24 Parganas and (2) SRI KRISHNENDU BASU, (PAN AGZPB7535Q) Son of Late Rathindra Chandra Basu, by caste Hindu, by occupation business, residing at Flat No. A-2, 2nd floor, Indranita Apartment 27, B. N. Ghosal Road, P.O. & P.S. Belghoria, Kolkata - 700 056, District North 24 Parganas and its sub partner of this project only (3) SRI GAUTAM KAR (PAN AMUPK9834E) son of late Bimal Chandra Kar by faith Hindu, by Nationality Indian, by occupation business, residing at 75, Nabin Pally, Police Station Belghoria, Kolkata-700056, District North 24-Parganas in Book No. I, CD Volume No. 9, Pages from 866 to 884, Being No. 03360 for the year 2015 the terms

and condition fully mentioned in the said Development Power of Attorney dated $31^{\rm st}$ March 2015

AND WHEREAS in terms of the herein before in part recited Deed of Development Agreement all those holdings amalgamated in to a single holding being Holding No. 162(533/1), Ghanashyam Banerjee Road, P.S. Nimta, District North 24 Parganas and a building plan was duly sanctioned being No. 612/2016-2017 dated 03.11.2016 from the **North Dum Dum Municipality**

AND WHEREAS one of the land owner of the said premises Bimal Roy son of late Abinash Chandra Roy died intestate on 14th December 2016 leaving behind his widow Smt. Pranati Roy and his two sons namely Sri Tirthankar Roy & Sri Subhankar Roy as his only legal heirs/ heiress under the Hindu Succession Act 1956, the land owners herein of the

AND WHEREAS in the event that have happened the said Smt. Pranati Roy, Sri Tirthankar Roy & Sri Subhankar Roy are thus now absolute owner of all that land measuring an area of **02 (two) bighas 10 (ten) cottahs 06 (six) chhattack 19 (nineteen) square feet** be the same a little more or less appertaining to Mouza Uttar Nimta, J.L. No. 2, R.S. 102, Touzi No. 172 & 173, R.S. Dag Nos. 92,93, 95,96,97,98,99,100 & 101, R.S. Khatian Nos. 613, 658, 1382, 1397, 2046, 2047, 2244 & 2245, Hal Khatian Nos. 2575, 2576, 2654 & 2655, lying and situated at Holding No. 162(533/1), Ghanashyam Banerjee Road, under North Dum Dum Municipality, Ward No. 2, P.S. Nimta, District North 24 Parganas

AND WHEREAS on 31st March 2016 one of the partner of the firm **M/S. EN-SUIT REALTORS** namely **SRI BIPLAB ROY**,(PAN ADIPR2583G) son of Late Puspa Ranjan Roy, by caste Hindu, by occupation business, residing at 15, Chowdhury Para Lane, P.O. & P.S. Belghoria, Kolkata – 700056, District North 24 Parganas duly tendered his resignation and/or retired from the partnership firm after inducted one new partner namely

SMT. SUMITRA BASU (PAN AJKPB0847K) wife of Sri Krishnendu Basu, by religion Hindu, by Nationality Indian, by occupation business residing at Flat No. A-2, 2nd floor, Indranita Apartment 27, B. N. Ghosal Road, P.O. & P.S. Belghoria, Kolkata – 700 056, District North 24 Parganas and accordingly accounts of the firms has been settled as on 31st March 2016

AND WHEREAS in the event of the retirement of partner Sri Biplab Roy and induction of a new partner Smt. Sumitra Basu and various other reason for smooth execution of the said Development Agreement dated 31st day of March 2015 both the Landowners and the other partners of the En-Suit Realtors decided to cancel the Development Agreement by way of execution of Deed of Cancellation of the Development Agreement as well as Power of Attorney dated 31st March 2015, executed by both the parties which was got registered on 20th January 2017 in the Office of the Additional District Sub Registrar, Belghoria, North 24 Parganas, and recorded in Book No. I, Being No. 152600170 for the year 2017

AND WHEREAS the land owners herein further expressed their desire to continue the development work of their property and to erect different five block of G + Four storied commercial cum residential building thereat comprising of self-contained residential flats/units/shops/garages etc. on ownership basis according to the building plan being no. 612/2016-2017 dated 03.11.2016 sanctioned by the **North Dum Dum Municipality** and comong to know such desire the Developer herein has agreed to Develop and construct buildings as per the sanction plan

AND WHEREAS on 25th January, 2017 the owners herein executed and registered a Development Agreement with the **M/S. EN-SUIT REALTORS**, (PAN AADFE2088B) a partnership firm constituted under Indian Partnership Act, 1932, having its office at 27, B. N. Ghosal Road, Belghoria, Kolkata-700056 being represented by its any two partners namely **(1) SRI KRISHNENDU BASU**, (PAN AGZPB7535Q) son of late Rathindra Chandra Basu, by caste Hindu, by occupation business, residing

at Flat No. A-2, 2nd floor, Indranita Apartment 27, B. N. Ghosal Road, P.O. & P.S. Belghoria, Kolkata–700056, District North 24 Parganas, **(2) SMT. SUMITRA BASU** (PAN AJKPB0847K) wife of Sri Krishnendu Basu, by religion Hindu, by Nationality Indian, by occupation business residing at Flat No. A-2, 2nd floor, Indranita Apartment 27, B. N. Ghosal Road, P.O. & P.S. Belghoria, Kolkata – 700 056, District North 24 Parganas and its sub partner of this project only **(3) SRI GAUTAM KAR** (PAN AMUPK9834E) son of late Bimal Chandra Kar by faith Hindu, by Nationality Indian, by occupation business, residing at 75, Nabin Pally, Police Station Belghoria, Kolkata-700056, District North 24-Parganas and registered at the office of the Additional District Sub Registrar, Belghoria, North 24 Parganas entered in Book No. I, Volume No. 1526-2017, Pages from 5765 to 5807, Being No. 152600185 for the year 2017 for such purposes under the terms and conditions mentioned therein

AND WHEREAS in terms of the said Development Agreement the Owners herein on the same date i.e. 25th January, 2017 executed a Development Power of Attorney in favour of any two out of (1) SRI KRISHNENDU BASU, (PAN AGZPB7535Q) son of late Rathindra Chandra Basu, by caste Hindu, by occupation business, residing at Flat No. A-2, 2nd floor, Indranita Apartment 27, B. N. Ghosal Road, P.O. & P.S. Belghoria, Kolkata-700056, District North 24 Parganas, (2) SMT. SUMITRA BASU (PAN AJKPB0847K) wife of Sri Krishnendu Basu, by religion Hindu, by Nationality Indian, by occupation business residing at Flat No. A-2, 2nd floor, Indranita Apartment 27, B. N. Ghosal Road, P.O. & P.S. Belghoria, Kolkata - 700 056, District North 24 Parganas and its sub partner of this project only (3) SRI GAUTAM KAR (PAN AMUPK9834E) Bimal Chandra Kar by faith Hindu, by Nationality Indian, by occupation business, residing at 75, Nabin Pally, Police Station Belghoria, Kolkata-700056, District North 24-Parganas and registered at the Office of the Additional District Sub-Registrar, Belghoria and recorded in Book No. I, Volume No. 1526-2017, Pages 5918 to 5941, Being No. 152600192 for the year 2017

AND WHEREAS in terms of the hereinbefore in part recited deed of Development Agreement the said Developer has completed the construction of the said pucca brick built **G+ Four Storied** residential cum commercial building on the said land consists of several flats, units & garage in the said building and premises known as "PLEZERS" fully mentioned in the FIRST SCHEDULE hereunder written and the said Developer and the Owners intend to sell certain flats in the said building;

AND WHEREAS the Purchasers having interested to purchase a self contained residential flat in the said building duly inspected all the relevant title deeds, documents of the said Owners, the Developer's 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 has satisfied themselves with regard thereto;

AND WHEREAS the Purchasers approached the Developer and agreed to						
purchase from the Developer's allocation a Flat Being Flat No,						
measuring a carpet area of sq. ft. be the same a little more						
or less (sq.ft. covered area) & havingsq.ft balcony on the						
Facing on the Second Floor comprising of						
of the G Plus Four						
storied (herein after referred to as the said Flat) fully mentioned in the						
SECOND SCHEDULE 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 \mathbf{THIRD} $\mathbf{SCHEDULE}$ hereunder written at or for the price						
of Rs) only						
NOW THIS INDENTURE WITNESSETH that in the premises aforesaid						
and in consideration of the said sum of Rs/-(Rupees						

Developer on or before the execution of these presents (the receipt

whereof the Developer do hereby admit and acknowledge) and of and from the payment of the said amount and every part thereof the Owners and the Developer do hereby absolutely and indefeasibly grant sell convey transfer assign and assure unto and in favour of the Purchasers the said Flat Being Flat No., measuring a carpet area of sq. ft. be the same a little more or less (......sq.ft. covered area) & havingsq.ft balcony on the Facing on the Floor comprising of the **G Plus Four** storied fully mentioned in the SECOND SCHEDULE hereunder written together with **ALL THAT** the impartible and undivided proportionate share or interest in the land comprised in the said premises appertaining to Mouza Uttar Nimta, J.L. No. 2, R.S. 102, Touzi No. 172 & 173, R.S. Dag 92,93, 95,96,97,98,99,100 & 101, R.S. Nos. Khatian Nos. 613,658,1382,1397,2046,2047,2244 & 2245, Hal Khatian Nos. 2575,2576,2654 & 2655, lying and situated at Holding No. 162(533/1), Ghanashyam Banerjee Road, under North Dum Dum Municipality, Ward No. 6, P.S. Nimta, District North 24 Parganas fully and particularly described in the FIRST 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 THIRD 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 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 Purchasers 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 Purchasers 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 Purchasers 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 Owners and the Developer shall have no liability and/or right whatsoever on the said flat described in the "Second Schedule" hereunder written after the date of execution of this Deed of Conveyance AND it shall be lawful for the Purchasers 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 profits thereof without any interruption hindrance claim or disturbance through under or in trust for the Owner or the Developer AND further the Owner 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 Owner and the 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 Purchasers 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 Purchasers shall or may be reasonably required.

THIS INDENTURE FURTHER WITNESSETH as follows: -

i) PREMISES shall mean the bastu land measuring an area of 02 (two) bighas 10 (ten) cottahs 06 (six) chhattack 19 (nineteen) square feet be the same a little more or less together with standing thereon appertaining to Mouza Uttar Nimta, J.L. No. 2, R.S. 102, Touzi No. 172 &

- 173, R.S. Dag Nos. 92,93, 95,96,97,98,99,100 & 101, R.S. Khatian Nos. 613,658,1382,1397,2046,2047,2244 & 2245, Hal Khatian Nos. 2575,2576,2654 & 2655, lying and situated at Holding No. 162(533/1), Ghanashyam Banerjee Road, under North Dum Dum Municipality, Ward No. 6, P.S. Nimta, District North 24 Parganas fully mentioned in the **FIRST 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 Second Schedule hereunder written
- iii) **BUILDING** shall mean and include the building constructed by the Developer on the said premises.
- iv) **CO-OWNER** shall according to its context mean ail the persons who have acquired and who may hereafter acquire or own Rats in the said premises.
- v) **COMMON** areas and installations shall mean and include the staircase landings, lobby, passage, terrace, pathways, installation at the premises as mentioned in the Third 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 Fourth 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 Second 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 PURCHASERS DOTH HEREBY COVENANT WITH THE OWNERS AND THE DEVELOPER as follows:-

- 1. The Purchasers binds themselves to pay regularly and punctually all Municipal rates and taxes and other outgoings and impositions (including Urban Land Tax or any other taxes that may be imposed etc.) in respect of the said flat wholly and in respect of the building and the premises proportionately and the liability of the Purchasers for payment of the same shall accrue with effect from the date of registration of this deed of conveyance.
- 2. The Purchasers agrees to specific conditions and covenant running with the land that the (and of the said property shall be always indivisible and impartible and the Purchasers shall be owning only undivided proportionate shares in the same and the Purchasers shall not claim arty division or partition or separation thereof.
- 3. The Purchasers 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 Purchasers shall proportionately pay the association the cost of maintenance and management of common service & facilities as mentioned in the **Fourth Schedule** hereunder written.

- 4. The Purchasers shall not for any reason whatsoever obstruct the Developer in completing and/or carrying out the present and future construction of the building nor shall obstruct the Developer and/or the Owners in their transferring Owners' Allocation or Developer's residual allocation of the said building/premises to any other person or persons.
- 5. The Purchasers 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 Purchasers, their employees, the visitors and agents shall have the right of ingress in and egress out of the said flat and passage leading to the said flat and/or the road.
- 7. The Purchasers, their servant and/or agents shall not in any way use, obstruct or cause to be obstructed the common passage Sanding 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 vitiated.
- 8. That upon registration the Purchasers shall have right to mutate their name as owners of the said flat in the records of the Kamarhati Municipality and/or have the said Rat separately numbered and assessed for taxes and the Vendor/Developer shall whenever required by the Purchasers give their consent or

approval in writing for the purpose of such mutation and separate assessment.

- 9. The Purchasers shall keep the said flat and other partition walls, and entrance and exits of the said flat exclusively serving the said flat in good condition.
- 10. The Purchasers 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 Purchasers 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 Purchasers. It is also agreed that the Purchasers shall acquire full right, title and interest in the said flat hereby sold to him/them 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 Purchasers shall pay proportionate share of municipal taxes and other statutory taxes as assessed on the whole building to the Developer and on its formation to the Association as mentioned above. Once the said flat is separately assessed the Purchasers shall be liable directly to the authority/department concerned for such payment of rates and taxes.
- 13. That the Purchasers 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 garage/flat and full ownership of other walls, shutter and ail fittings and shall be

entitled to repair and maintain the same but he/she/they- shall not be entitled to damage or open door or window on common wall encroaching the privacy of the adjoining garage/flat owners. The Purchasers shall have no right of demolishing their fiat nor seek partition of the common area and facilities,

- 14. The Purchasers shad allow the 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 Purchasers 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 Purchasers, the Purchasers shall be liable for the consequences of the breach for any such default.
- 16. The Purchasers 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 fiat or any portion of the building causing danger to the building. The Purchasers shall however be allowed to repair and change the shutter of the flat when the same become old and broken and can also fix personal service amenities etc. in their flat without disturbing the co-owners.

- 17. In using the said flat and the common areas and installations of the said building and the premises, neither the Purchasers nor any member of the family of the Purchasers 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 Purchasers shall sign all papers and documents and do all other acts, deeds, things as the 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 Purchasers shall co-operate for formation of the association and bear and pay the proportionate costs and expenses for formation of the Association.

THE FIRST SCHEDULE ABOVE REFERRED TO

ALL THAT piece and parcel of land measuring an area of 02 (two) bighas 10 (ten) cottahs 06 (six) chhattack 19 (nineteen) square feet the little be more less together with same а or standing thereon appertaining to Mouza Uttar Nimta, J.L. No. 2, R.S. 102, Touzi No. 172 & 173, R.S. Dag Nos. 92,93, 95,96,97,98,99,100 & 101, R.S. Khatian Nos. 613,658,1382,1397,2046,2047,2244 & 2245, Hal Khatian Nos. 2575,2576,2654 & 2655, lying and situated at Holding No. 162(533/1), Ghanashyam Banerjee Road, under North Dum Dum Municipality, Ward No. 6, P.S. Nimta, District North 24 Parganas and the same is butted and bounded as follows:-

ON THE NORTH BY: Property of Dipak Majumder & Devi Paul;

ON THE SOUTH BY: Partly 22'-00" wide Ghanashyam Banerjee Road

& partly building of Shyamal Roy & Ratan Dey;

ON THE EAST BY: Municipality High drain &

ON THE WEST BY : 12′-00″ wide Municipal Road.

THE SECOND SCHEDULE ABOVE REFERRED TO

THE THIRD SCHEDULE ABOVE REFERRED TO:

(Common rights and facilities)

- The said land described in the First Schedule hereinabove written.
- 2. The foundation, columns, beams, supports main wails, stair, stairways, lift and entrances and exits of the building.
- 3. Concealed electrical wiring and fittings and fixtures for lighting in the staircase, common passage and other common areas in the building and the said land.

- 4. Drains and sewers from the building to the Municipal ducts.
- 5. Staircase lift and lobbies.
- 6. Water Pump and meter together with the space required therefore, deep tube well, overhead tank and distribution pipes from the tank to different units and from deep tube well to the overhead tank.
- 7. Water and evacuation pipes from the units to drains and sewers common to the building.
- 8. Boundary walls and main gate of the said land.
- 9. Lift
- 10. Roof Right for all purposes,

THE FOURTH SCHEDULE 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/ underground water storage tanks, septic tank and electric wires, motors, generators, lift and other appliances and passages in or under or upon the building and enjoyed or used by the Purchasers in common with the other occupiers of the flats and the main entrance, passages landings, staircases of the building enjoyed by the Purchasers or used by them in common as aforesaid.
- 2. Cost of cleaning and lighting the passages, landing, staircase, lift and other parts of the building as enjoyed or used by the Purchasers 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 save those separately assessed.
- 6. Premium for insurance of the building, if any.
- 7. Cost of charges of establishment for maintenance of the building and the salaries of all persons employed for the same.
- 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 set and subscribed their respective hands and seals hereunto on the day, month and the year first above written.

WITNESSES:

1.

2.

As constituted Attorney of SMT. PRANATI ROY, SRI TIRTHANKAR ROY & SRI SUBHANKAR ROY

SIGNATURE OF THE VENDORS/LAND OWNERS

SIGNATURE OF THE PURCHASERS

SIGNATURE OF THE DEVELOPERS /
CONFIRMING PARTIES

Drafted by me

Dilip Kumar Saha Advocate High Court, Calcutta

MEMO OF CONSIDERATION

RECE	IVED o	f and from the with	nin named			
Purchasers the within mentioned sum of Rs.						
		/-(Rupees				
) be	ing the			
consid						
prese	nce,					
				Rs.	/-	
MEMO						
SL No	Date	Chagua Na	Bank	Branch	Amount (Rs).	
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1.						
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3.						
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	Total					
(Rup	ees) only		•	
WITN	IESSES					
1.						

SIGNATURE OF THE DEVELOPERS/

2. CONFIRMING PARTIES