

DEED OF CONVEYANCE

THIS DEED OF CONVEYANCE made this the day of , **2019 (Two
Thousand And Nineteen).**

BETWEEN

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(1) **SMT. MANJULA BHATTACHARYYA, (PAN – CZCPB4755J)**, wife of Nirmal Kumar Bhattacheryya, (daughter of Late Binod Bhusan Chakraborty), by occupation Housewife, residing at 39/2, Pashupati Bhattacharya Road, P.O. Paschim Putiari, P.S. Behala, Kolkata – 700041, District: South 24-Parganas, (2) **SMT. MRIDULA BHATTACHARJEE, (PAN – ADXPB9931F)**, wife of Pannalal Bhattacharya, (daughter of Late Binod Bhusan Chakraborty), by occupation Retired, residing at 37/A Prantik Sarani, Rabindra Nagar Gorui Matkal, P.O. Rabindra Nagar, P.S. Dum Dum, Kolkata – 700065, District: North 24-Parganas, (3) **SMT. MALAYA BHATTACHARJEE, (PAN – BRAPB8208D)**, wife of Kamakhya Bhattacharjee, (daughter of Late Binod Bhusan Chakraborty), by occupation Housewife, residing at 17/3, Karunamoyee Lane, P.O. Thakurpukur, P.S. Haridebpur, Kolkata – 700082, District: South 24-Parganas, (4) **SRI BIJALI BHUSAN CHAKRABORTY, (PAN – ACEPC4320K)**, son of Late Binod Bhusan Chakraborty, by occupation Retired, residing at Kora Chandigarh, Babupara North, P.O. & P.S. Madhamgram, Kolkata – 700130, District: North 24-Parganas, (5) **SMT. MADHUCHHANDA THAKUR, (PAN – ALAPT2554R)**, wife of Shankar Thakur, (daughter of Late Binod Bhusan Chakraborty), by occupation Housewife, residing at Subhas Nagar, Block – B, P.O. Morepukur, P.S. Rishra, District: Hooghly, Pin - 712250, (6) **SRI BENOY BHUSAN CHAKRABORTY, (PAN – ACEPC3397G)**, son of Late Binod Bhusan Chakraborty, by occupation Service, residing at 103, Sashibhushan Banerjee Road, Purba Barisa, P.O. Barisa, P.S. Thakurpukur, Kolkata – 700008, District: South 24-Parganas, (7) **SMT. MOUMITA BHATTACHARYA, (PAN – BXSPB0050P)**, wife of Bhaskar Bhattacharya, by occupation Housewife, residing at 23/1, Rajkumar Chatterjee Street, P.O. Ariadaha, P.S. Belghoria, Kolkata – 700057, District: North 24-Parganas, (8) **SMT. MADHUMITA THAKUR, (PAN – ASJPT0837F)**, daughter of Sri Prabhansu Sekher Thakur, by occupation Housewife, residing at Bidhanpalli, P.O. & P.S. Madhyamgram, Kolkata – 700129, District: North 24-Parganas, (9) **SRI MALAY DAS,**

(PAN – AKGPD4870R), son of Late Jatish Chandra Das, by occupation Service, residing at 67, Vivekananda Pally, P.O. Rabindra Nagar, P.S. Dum Dum, Kolkata – 700065, District: North 24-Parganas, **(10) SMT. ANJANA DAS, (PAN – CIXPD7352P)**, wife of Sri Sukumar Das, (daughter of Late Jatish Chandra Das), by occupation Housaewife, residing at 16, Nilmoni Mullick Lane, P.O. & P.S. Howrah, District: Howrah, Pin – 711101, **(11) SRI TARASHANKAR PAUL, (PAN – DSZPP8841Q)**, by occupation Business, **(12) SRI SALIL CHANDRA PAUL, (PAN – AFPPP9982C)**, by occupation Business, **(13) SRI SUBIR PAUL, (PAN – CXKPP4886J)**, by occupation Business, **11 to 13 no.** sons of Late Digendra Mohan Paul, residing at 24, Sarat Bose Road, P.O. Rabindra Nagar, P.S. Dum Dum, Kolkata – 700065, District: North 24-Parganas, **(14) SMT. MUKTA DUTTA, (PAN – CHDPD6424M)**, wife of Late Dibendu Shekhar Dutta, (daughter of Late Digendra Mohan Paul), by occupation Housewife, residing at 13, Vidya Sagar Road, P.O. Rabindra Nagar, P.S. Dum Dum, Kolkata – 700065, District: North 24-Parganas, **(15) SMT. KAMALA RANI PAUL, (PAN – BLWPP9444B)**, wife of Late Sunil Kumar Paul, by occupation Housewife, **(16) SRI. TANMOY PAUL, (PAN – AQEPP1882F)**, son of Late Sunil Kumar Paul, by occupation Service, residing at 24, Sarat Bose Road, P.O. Rabindra Nagar, P.S. Dum Dum, Kolkata – 700065, District: North 24-Parganas, **(17) SMT. TAPATI PAUL, (PAN – BOOPP1190K)**, wife of Sri Subodh Chandra Paul, by occupation Housewife, residing at 24, Sarat Bose Road, P.O. Rabindra Nagar, P.S. Dum Dum, Kolkata – 700065, District: North 24-Parganas, all are by faith Hindu, by Nationality Indian, hereinafter jointly called the “**VENDORS**” (Which Expression Shall unless excluded by or repugnant to the context be deemed to include their heirs, executors, Administrators, representatives and assignees) of the **ONE PART**. The **Vendors Nos. 1 to 8** are represented by their constituted Attorney of **M/S. BIPATTARINI ASSOCIATES, (PAN – AAQFB4282M)**, a Partnership firm having its registered office at 203, Sarat Bose Road, P.O. Rabindra Nagar,

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P.S. Dum Dum, Kolkata – 700065, District : North 24-Parganas, through a registered Development Power of Attorney after registered Development Agreement which was executed on **04.12.2017** and registered on **05.12.2017** and the same was recorded in Book- I, **Volume No. 1506-2017, Pages 308551 to 308593, Being No. 9680, for the year 2017** and registered the same at the Additional District Sub- Registrar office Cossipore Dum Dum, The **Vendors Nos. 9 to 10** are represented by their constituted Attorney of **M/S. BIPATTARINI ASSOCIATES, (PAN – AAQFB4282M)**, a Partnership firm having its registered office at 203, Sarat Bose Road, P.O. Rabindra Nagar, P.S. Dum Dum, Kolkata – 700065, District : North 24-Parganas, through a registered Development Power of Attorney after registered Development Agreement which was executed and registered on **28.03.2018** and the same was recorded in **Book- I, Volume No. 1506-2018, Pages 129079 to 129103, Being No. 2792, for the year 2018** and registered the same at the Additional District Sub- Registrar office Cossipore Dum Dum, The **Vendors Nos. 11 to 16** are represented by their constituted Attorney of **M/S. BIPATTARINI ASSOCIATES, (PAN – AAQFB4282M)**, a Partnership firm having its registered office at 203, Sarat Bose Road, P.O. Rabindra Nagar, P.S. Dum Dum, Kolkata – 700065, District : North 24-Parganas, through a registered Development Power of Attorney after registered Development Agreement which was executed and registered on **04.04.2018** and the same was recorded in **Book- I, Volume No. 1506-2018, Pages 140119 to 140152, Being No. 2959, for the year 2018** and registered the same at the Additional District Sub- Registrar office Cossipore Dum Dum, The **Vendor No. 17** is represented by her constituted Attorney of **M/S. BIPATTARINI ASSOCIATES, (PAN – AAQFB4282M)**, a Partnership firm having its registered office at 203, Sarat Bose Road, P.O. Rabindra Nagar, P.S. Dum Dum, Kolkata – 700065, District : North 24-Parganas, through a registered Development Power of Attorney after registered Development Agreement which was executed and registered

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on **28.03.2018** and the same was recorded in **Book- I, Volume No. 1506-2018, Pages 127346 to 127370, Being No. 2785, for the year 2018** and registered the same at the Additional District Sub- Registrar office Cossipore Dum Dum.

AND

M/S. BIPATTARINI ASSOCIATES, (PAN – AAQFB4282M), a Partnership firm having its registered office at 203, Sarat Bose Road, P.O. Rabindra Nagar, P.S. Dum Dum, Kolkata – 700065, District : North 24-Parganas, being represented by its Partners namely **(1) SRI ARINDAM BASU, (PAN – AMBPB8233B)**, son of Late Durgadas Basu, residing at 203, Sarat Bose Road, P.O. Rabindra Nagar, P.S. Dum Dum, Kolkata – 700065, District : North 24-Parganas, **(2) SMT. SUPRITI DAS, (PAN – AOIPD4842F)**, wife of Sri Animesh Das, residing at 507, Sarat Bose Road, P.O. Rabindra Nagar, P.S. Dum Dum, Kolkata – 700065, District : North 24-Parganas, **(3) SMT. NANDANA CHATTERJEE, (PAN – AKNPC2321F)**, wife of Sri Santanu Chatterjee, residing at 21, Subhas Nagar First Bye Lane, P.O. Rabindra Nagar, P.S. Dum Dum, Kolkata – 700065, District : North 24-Parganas, **(4) SMT. DEBARUPA PAUL, (PAN – AZEPP5011B)**, wife of Sri Subhasis Paul, residing at 12/1, Subhas Nagar 2nd Bye Lane, P.O. Rabindra Nagar, P.S. Dum Dum, Kolkata – 700065, District : North 24-Parganas, **AND (5) SRI RANJAN DHAURI, (PAN – AVBPD5905H)**, son of Late Susanta Dhauri, residing at 156, Gorui Paschimpara 3rd bye Lane, P.O. Rabindra Nagar, P.S. Dum Dum, Kolkata – 700065, District : North 24-Parganas, all by faith Hindu, by occupation business, by Nationality Indian, hereinafter referred to and called the ‘**PROMOTER/DEVELOPER**’ (which expression shall unless excluded by or repugnant to the context be deemed to include its, executors, administrators, representatives assigns and successors in office) of the **SECOND PART**.

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(1) **SRI/SMT.** _____, (PAN – _____), son/wife of Sri/Late _____, by occupation - _____, **AND**

(2) **SRI/SMT.** _____, (PAN – _____), son/wife of Sri/Late _____, by occupation - _____, both by faith –

Hindu, by Nationality - Indian, residing at _____, P.S. - _____, P.O. - _____, Kolkata/Pin - _____,

District - _____, hereinafter called the “**PURCHASER/S**”_(which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include **his/her/their** heirs executors, successors, administrators, representatives and assigns) of the **THIRD PART.**

WHEREAS vendors nos. 1 to 8 herein their grandfather Satish Chandra Chakraborty was the recorded owner of 14 decimals of land at Mouza Digla, P.S. Dum Dum at Dag No. 570, Khatian No. 271.

AND WHEREAS the said Satish Chandra Chakraborty died intestate on **24.02.1986** leaving behind his wife Suniti Bala Chakraborty and two daughters Amia Bhasini Chakraborty and Ila Bhattachariya.

AND WHEREAS said Suniti Bala Chakraborty died intestate on **10.03.1996** leaving behind her said two daughters Amia Bhasini Chakraborty and Ila Bhattachariya to inherit the property left by her.

AND WHEREAS said Ila Bhattachariya and Amia Bhasini Chakraborty by a registered deed of Partition registered at the office of A.D.S.R. Cossipore Dum Dum recorded in Book No. I, Volume No. 135, Pages 187 to 194, Being No. 2226 for the year 2001 partitioned the joint property and determined their respective share of 14 decimals of land at Mouza Digla, P.S. Dum Dum at Dag No. 570, Khatian No. 271, at Holding No. **30 & 31 (old), 50 & 51(new), Sarat Bose Road, Ward No. 6, under South Dum Dum Municipality.**

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AND WHEREAS after partition said Amia Bhasini Chakraborty get **ALL THAT** piece and parcel of land measuring **5 Cottahs 2 Chittaks 41 sq.ft.** more or less along with two storied building standing thereon lying and situated at Holding No. **51, Sarat Bose Road,** Kolkata – 700065, comprised in Mouza – Digla, C.S./R.S Dag No. – 570 under R.S. Khatian No. 271, J.L. No. 18, R.S. No. 161, Touzi No. 173, within the municipal limits of South Dum Dum Municipality, Ward No. 3(old), 6 (new), P.S. Dum Dum, District: North 24-Parganas.

AND WHEREAS said Amia Bhasini Chakraborty died intestate on **13.03,2007** leaving behind her sons namely Sri Bibhuti Bhusan Chakraborty, Sri Bijali Bhusan Chakraborty, Sri Benoy Bhusan Chakraborty, and daughters Smt. Manjula Bhattacharjee, Smt. Mridula Bhattacharjee, Smt. Madhuchhanda Thakur, Smt. Malaya Bhattacharjee, Smt. Monisha Thakur to inherit the property left by her and her husband Binod Bhusan Chakraborty predeceased her.

AND WHEREAS said Smt. Monisha Thakur died intestate on **16.01.2006** leaving behind her two daughters Smt. Moumita Bhattacharya, Smt. Madhumita Thakur, to inherit the property left by her.

AND WHEREAS after partition said Ila Bhattacharuya get **ALL THAT** piece and parcel of land measuring **3 Cottahs 2 Chittaks 42 sq.ft.** more or less along with two storied building standing thereon lying and situated at Holding No. **50, Sarat Bose Road,** Kolkata – 700065, comprised in Mouza – Digla, C.S./R.S Dag No. – 570 under R.S. Khatian No. 271, J.L. No. 18, R.S. No. 161, Touzi No. 173, within the municipal limits of South Dum Dum Municipality, Ward No. 3(old), 6 (new), P.S. Dum Dum, District: North 24-Parganas.

AND WHEREAS Ila Bhattachariya died intestate without any issue on **1.02.2017** leaving her sister Amia Bhasini Chakraborty's sons and daughters the owners herein to inherit the property left by her according to Daybagha Law of inheritance and her husband Rameswar Bhattachariya predeceased her.

AND WHEREAS said Bibhuti Bhusan Chakraborty died intestate as bachelor on **22.10.2017** leaving behind his brother and sisters to inherit the property left by him.

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AND WHEREAS said vendors nos. 1 to 8 herein are seized and possessed of **ALL THAT** piece and parcel of land measuring **5 Cottahs 2 Chittaks 41 sq.ft.** more or less along with two storied building standing thereon lying and situated at Holding No. **51, Sarat Bose Road, Kolkata – 700065** and land measuring **3 Cottahs 2 Chittaks 42 sq.ft.** more or less along with two storied building standing thereon lying and situated at Holding No. **50, Sarat Bose Road, Kolkata – 700065,** within the municipal limits of South Dum Dum Municipality, Ward No. 3(old), 6 (new), P.S. Dum Dum, District : North 24-Parganas under Additional District Sub-Registry Office Cossipore Dum Dum, in the District : North 24-Parganas.

AND WHEREAS the said the Vendors No. 1 to 8 herein jointly by virtue of a registered Deed of amalgamation which was executed on 04.12.2017 and registered on 05.12.2017 and the same was copied in Book No. I, Volume No. 1506-2017, Pages 308524 to 308550, Being No. 9679 for the year 2017 at Addl. District Sub-Registration Office Cossipore Dum Dum And jointly applied before the Chairman, South Dum Dum Municipality for amalgamating of their respective plots of total lands measuring **8 cottaha 5 chittaks 38 sq.ft.** more or less marked being Holding Nos. **50 & 51, Sarat Bose Road, Kolkata – 700065,** into one Holding No. **50, Sarat Bose Road, Kolkata – 700065** and the Board of Councilors of South Dum Dum Municipality have been pleased to amalgamate the aforesaid two Holding Nos. **50 & 51, Sarat Bose Road, Kolkata – 700065,** into one Holding being No. **50, Sarat Bose Road, Kolkata – 700065.**

AND WHEREAS since then the vendors **Nos.1 to 8** herein absolutely jointly seized and possessed **ALL THAT** piece and parcel of bastu land measuring **8 cottaha 5 chittaks 38 sq.ft.** more or less lying and situated at Holding No. **50, Sarat Bose Road, Kolkata – 700065,** appertaining to Mouza – Digla, C.S./R.S Dag No. – 570 under R.S. Khatian No. 271, J.L. No. 18, R.S. No. 161, Touzi No. 173, within the municipal limits of South Dum Dum Municipality, Ward No. 3(old), 6 (new), P.S. Dum Dum, District : North 24-Parganas and muted their names in the record of South Dum Dum Municipality and enjoyed by paying taxes.

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AND WHEREAS one Abu Mohammad Husamuddin Hayder by a registered deed of conveyance dated 11.01.1946 registered at the sub registry office at Cossipore Dum Dum recorded in Book No. I, Vol. No. 9, Pages 77 to 80, Being No. 83 for the year 1946 purchased 30 decimals of land at Mouza Digla, P.S. Dum Dum under Khatian No. 590 along with other properties from one Mohammad Yusuf Ali.

AND WHEREAS said Abu Mohammad Husamuddin Hayder by a registered deed of conveyance dated **06.01.1949** registered at the sub registry office at Cossipore Dum Dum recorded in Book No. I, Vol. No. 4, Pages 118 to 120, Being No. 37 for the year 1949 sold and transferred 30 decimals of land at Mouza Digla, P.S. Dum Dum under Khatian No. 590 along with other properties to Smt. Jayalakshmi Debi and Smt. Mayarani Bhattacharya.

AND WHEREAS said Smt. Jayalakshmi Debi and Smt. Maya Rani Bhattacharya by a registered deed of conveyance dated **25.01.1977** registered at the A.R.A. Calcutta recorded in Book No. I, Vol. No. 42, Pages .. to 11, Being No. 305 for the year 1977 sold and transferred land measuring **2 Cottahs 3 Chittaks 34 Sq.Ft.** along with structure standing there on at Mouza Digla, P.S. Dum Dum at Dag No. 569, under Khatian No. 590, District: North 24-Parganas, under South Dum Dum municipality to Smt. Bhanumati Dasi (Das), wife of Late Joytish Chandra Das.

AND WHEREAS after purchasing said Smt. Bhanumati Dasi (Das) aforesaid property Holding No. **48, Sarat Bose Road, Kolkata – 700065, Ward No. 6,** by mutated her name in the records of South Dum Dum municipality and paying the relevant rents, rates and taxes property to the competent authorities.

AND WHEREAS said Bhanumati Dasi (Das) died intestate on **17.01.2009** leaving behind her two sons namely Sukumar Das and Malay Das and one daughter Anjana Das to inherit the property left by her and her husband Joytish Chandra Das predeceased her.

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AND WHEREAS said Sukumar Das died intestate on **19.01.2011** as **issueless** leaving behind his wife Smt. Biva Das to inherit the property left by him.

AND WHEREAS said Smt. Biva Das died intestate on **21.02.2015** leaving behind Malay Das and Anjana Das to inherit the property left by her.

AND WHEREAS since then said Malay Das and Anjana Das the **vendors No. 9 & 10** herein were sized and possessed of and sufficiently entitled of all that piece and parcel of land measuring **2 Cottahs 3 Chittaks 34 Sq.Ft.** more or less along with structure standing thereon lying and situated at Holding No. **48, Sarat Bose Road**, Kolkata – 700065, comprised in Mouza – Digla, C.S./R.S Dag No. – 569 under R.S. Khatian No. 590, J.L. No. 18, R.S. No. 161, Touzi No. 173, within the municipal limits of South Dum Dum Municipality, Ward No. 6, P.S. Dum Dum, District: North 24-Parganas and muted their names in the record of South Dum Dum Municipality and enjoyed by paying taxes.

AND WHEREAS said Smt. Jayalakshmi Debi and Smt. Mayarani Bhattacharya another by a registered deed of conveyance dated **18.10.1978** registered at the sub registry office at Cossipore Dum Dum recorded in Book No. I, Vol. No. 148, Pages 102 to 106, Being No. 6031 for the year 1978 sold and transferred land measuring **1 Cottahs 15 Chittaks** along with structure standing there on at Mouza Digla, P.S. Dum Dum at Dag No. 569, under Khatian No. 590, at Holding No. **12, Sarat Bose Road, Kolkata - 700065** under South Dum Dum municipality to Digendra Mohan Paul.

AND WHEREAS after purchasing said Digendra Mohan Paul aforesaid property by mutated his mane in the records of South Dum Dum municipality and paying the relevant rents, rates and taxes property to the competent authorities.

AND WHEREAS said Digendra Mohan Paul died intestate on **25.04.1994** leaving his wife Reba Rani Paul, his four sons namely Tarashankar Paul, Sunil Kumar Paul, Salil Chandra Paul and Subir Paul and one daughter Mukta Dutta to inherit the property left by him.

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AND WHEREAS said Sunil Kumar Paul died intestate on **05.07.2011** leaving behind his son Tanmoy Paul and his wife Smt. Kamala Rani Paul and his mother Reba Rani Paul to inherit the property left by him.

AND WHEREAS said Reba Rani Paul died intestate on **07.12.2015** leaving behind her three sons Tarashankar Paul, Salil Chandra Paul Subir Paul and daughter Mukta Dutta and Kamala Rani Paul and Tanmoy Paul, the wife and son of deceased son Sunil Kumar Paul to inherit the property left by her.

AND WHEREAS since then said Tarashankar Paul, Salil Chandra Paul, Subir Paul, Mukta Dutta, Kamala Rani Paul and Tanmoy Paul, the **vendors no. 11 to 16** herein were sized and possessed of and sufficiently entitled of all that piece and parcel of land measuring **1 Cottahs 15 Chittaks** more or less along with structure standing thereon lying and situated at Holding No. **46, Sarat Bose Road, Kolkata – 700065**, comprised in Mouza – Digla, C.S./R.S Dag No. – 569 under R.S. Khatian No. 590, J.L. No. 18, R.S. No. 161, Touzi No. 173, within the municipal limits of South Dum Dum Municipality, Ward No. 6, P.S. Dum Dum, District: North 24-Parganas and muted their names in the record of South Dum Dum Municipality and enjoyed by paying taxes.

AND WHEREAS said Smt. Jayalakshmi Debi and Smt. Maya Rani Bhattacharya also by a registered deed of conveyance dated **18.10.1978** registered at the sub registry office at Cossipore Dum Dum recorded in Book No. I, Vol. No. 152, Pages 16 to 19, Being No. 6030 for the year 1978 sold and transferred land measuring **1 Cottahs 15 Chittaks** along with structure standing there on at Mouza Digla, P.S. Dum Dum at Dag No. 569, under Khatian No. 590 at Holding No. **12, Sarat Bose Road, Kolkata - 700065** under South Dum Dum municipality to Smt. Tapati Paul.

AND WHEREAS after purchasing said Smt. Tapati Paul aforesaid property by mutated his mane in the records of South Dum Dum municipality and paying the relevant rents, rates and taxes property to the competent authorities.

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AND WHEREAS since then said Smt. Tapati Paul, **the vendor no. 17** herein is sized and possessed of and sufficiently entitled of all that piece and parcel of land measuring **1 Cottahs 15 Chittaks** more or less along with structure standing thereon lying and situated at Holding No. **47, Sarat Bose Road**, Kolkata – 700065, comprised in Mouza – Digla, C.S./R.S Dag No. – 569 under R.S. Khatian No. 590, J.L. No. 18, R.S. No. 161, Touzi No. 173, within the municipal limits of South Dum Dum Municipality, Ward No. 6, P.S. Dum Dum, District: North 24-Parganas and muted his name in the record of South Dum Dum Municipality and enjoyed by paying taxes.

AND WHEREAS the vendors herein are desirous of developing the said premises by demolition of the existing building and constructing **(G+III)** storied building in accordance with the sanctioned building plan issued by the South Dum Dum Municipality and the **vendors nos. 1 to 8** herein entered into Development agreement for construction the same with **M/S. BIPATTARINI ASSOCIATES** herein which was executed and registered on 04.12.2017 and the same was copied in **Book No. I, Volume No. 1506-2017, Pages 304910 to 304963, Being No. 9602, for the year 2017** at Addl. District Sub Registration office Cossipore Dum Dum, District: North 24-Parganas. The **vendors no. 9 & 10** herein entered into Development agreement for construction the same with **M/S. BIPATTARINI ASSOCIATES** herein which was executed and registered on **28.03.2018** and the same was copied in **Book No. I, Volume No. 1506-2018, Pages 127305 to 127345, Being No. 2784, for the year 2018** at Addl. District Sub Registration office Cossipore Dum Dum, District: North 24-Parganas. The **vendors no. 11 to 16** herein entered into Development agreement for construction the same with **M/S. BIPATTARINI ASSOCIATES** herein which was executed and registered on **04.04.2018** and the same was copied in **Book No. I, Volume No. 1506-2018, Pages 140073 to 140118, Being No. 2958, for the year 2018** at Addl. District Sub Registration office Cossipore Dum Dum, District: North 24-Parganas. And the **vendor no. 17** herein entered into Development agreement for construction the

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same with **M/S. BIPATTARINI ASSOCIATES** herein which was executed and registered on **28.03.2018** and the same was copied in **Book No. I, Volume No. 1506-2018, Pages 127010 to 127045, Being No. 2774 for the year 2018** at Addl. District Sub Registration office Cossipore Dum Dum, District: North 24-Parganas.

AND WHEREAS thereafter said Vendors herein jointly by virtue of a registered Deed of **amalgamation** which was executed on **26.05.2018** and registered on 30.05.2018 and the same was copied in Book No. I, Volume No. 1506-2018, Pages 213147 to 213199, Being No. 4747 for the year 2018 at Addl. District Sub-Registration Office Cossipore Dum Dum And jointly applied before the Chairman, South Dum Dum Municipality for amalgamating of their respective plots of total lands measuring **14 Cottahs 7 Chittaks 27 Sq.Ft.** more or less marked being Holding Nos. **50, 48, 46 & 47, Sarat Bose Road, Kolkata – 700065,** into one Holding No. **50, Sarat Bose Road, Kolkata – 700065** and the Board of Councilors of South Dum Dum Municipality have been pleased to amalgamate the aforesaid two Holding Nos. **50, 48, 46 & 47, Sarat Bose Road, Kolkata – 700065,** into one Holding being No. **50, Sarat Bose Road, Kolkata – 700065** and muted his name in the record of South Dum Dum Municipality and enjoyed by paying taxes.

AND WHEREAS the vendors and developer herein obtained sanctioned plan issued by South Dum Dum Municipality vide Building Plan No. **384/2018-2019 dated 15.11.2018** and the Developer/Confirming Party herein have already commenced the constructing eight nos. blocks such as **Block - A, B & C** (hereinafter referred to as the said ‘building’) work of the said proposed building through their contractor and the construction of ownership flats/garages according to the said sanctioned building plan in the property which is fully described in the Schedule ‘A’ herein below and free from all encumbrances and charges.

AND WHEREAS after getting the said plan, the developer herein has started the construction work of the new building on the said property and the said building has been completed.

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AND WHEREAS the Purchaser/s has/have taken inspection of layout and has/have made **himself/herself/themselves** satisfied as to the marketable title of the vendors and the Purchaser/s has/have offered the Vendors through the Developer/ Promoter/Confirming Party for purchasing one self contained flat **being flat no. “.....”** on the **Floor** at **side** having super-built up area **sq.ft.** more or less of the building situated at Holding No. **50, Sarat Bose Road, Kolkata – 700065, P.S. Dum Dum, within the municipal limits of South Dum Dum Municipality, District : North 24-Parganas, described in the Schedule ‘B’** hereunder written and hereinafter referred to as the ‘said flat’ subject to a good and marketable title being made in respect thereof and the property being found free from all encumbrances, attachments, charges and other claims and demands the total cost of the said flat and proportionate share of land of the ‘A’ Schedule property is **Rs. (Rupees) only.**

NOW THIS INDENTURE WITNESSETH THAT in pursuance of the Agreement for Sale and in consideration of the sum of **Rs. (Rupees) only** of lawful money of the Union of India in hand well and truly having been paid by the Purchaser/s to the Promoter/ Developer/ Confirming Party on or before the execution of these presents the (receipt whereof the vendors, Developer/ Promoter/Confirming Party hereto do as well as by the receipt for the same hereunder written admit and acknowledge and of and from the payment of the same and every part thereof do forever release acquit and discharge the Purchaser/s) and the said flat hereby sold the Vendors and the Developer/Promoter/ Confirming Party hereto do hereby grant, transfer, sell, convey, assure and confirm **ALL THAT** piece and parcel of one self contained flat **being flat no. “.....”** on the **Floor** at **side** having super-built up area **sq.ft.** more or less of the said building lying and situated at Holding No. **50, Sarat Bose Road, Kolkata - 700065, which is more fully described in the Schedule ‘B’** hereunder

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written **TOGETHER WITH** undivided proportionate share of land attributable to the said flat more fully and particularly described in the Schedule 'A' hereunder written **TOGETHER WITH** the proportionate undivided share of interest in the common areas and facilities described in the **Schedule 'C'** hereunder written provided to the said building **TOGETHER WITH** right of easement and quasi-easement described in Schedule 'D' hereunder written (the **flat being flat no. "....."** on the **Floor**, undivided proportionate share in the land and common areas and facilities hereinafter collectively called the '**said flat**') **AND ALL** the estate right title interest property claim and demand whatsoever of the Vendors and Developer/ Promoter/Confirming Party hereto into out of or upon the said flat and properties appurtenant thereto **TO HAVE AND TO HOLD** the said flat and the properties appurtenant thereto hereby granted, conveyed, transferred, assigned assured and confirmed and every part or parts thereof respectively **TOGETHER WITH** the vendors and the Developer/ Promoter/ Confirming Party and each of their respective rights unto the Purchaser/s hereto free from all encumbrances save those expressly mentioned hereto **SUBJECT EXCLUSIVELY** the payment of the proportionate share of the apportioned liability for Municipal Taxes, Insurance premium for the said building and the monthly maintenance charges mentioned in the schedule 'E' hereunder written **AND SUBJECT** nevertheless to the easements or quasi-easements and other stipulations or provisions in connection with the beneficiaries and enjoyment of the said flat mentioned in the Schedule 'D' hereunder written **AND SUBJECT ALSO** that the Purchaser/s hereto shall hold the said flat and other properties hereby sold, transferred, conveyed and assigned as an indivisible estate and shall not sub-divide or partition by metes and bounds the same or any portion hereof in any manner whatsoever **TOGETHER WITH** the right to use the stair-case, entrance, deep tube well, electrical, plumbing, and other installations of common utility, main entrance and other common paths and passages, if any, in common with the Vendors and/or other owners and occupiers of the said building for the purpose of access to and

from the main road **EXCEPTING AND RESERVING UNTO** the Vendors such easements or quasi-easements rights and privileges as are mentioned in Schedule 'D' hereunder written.

II. The Vendors and the Developer/Promoter/Confirming Party do hereby covenant with the Purchaser/s hereto of the said flat as follows :-

1. That the vendors and the Developer/Promoter/Confirming Party have got good right and valid title to transfer and assign the said flat and the properties appurtenant thereto in the manner mentioned herein above **NOTWITHSTANDING ANY** act, deed or thing done committed by the Vendors and the Developer/Promoter/ Confirming Party suffered to the contrary.
2. That the Purchaser/s shall and may at all times hereafter peaceably and quietly possess and enjoy the said flat mentioned in Schedule 'B' written below with common area facilities and the properties appurtenant thereto and the right to common passage mentioned in Schedule 'C' and 'D' written below and receive the rent, issues and profits thereof without any lawful eviction claims and/or demand whatsoever from or by the Vendors and/or any persons claiming through under or in trust for the Vendors and the Developer/ Promoter/Confirming Party. And that it is hereby further agreed that the Purchaser/s hereto as the absolute owner of the said flat shall have all rights to sell, gift, transfer and assign the said flat in any manner he/she/they likes and that the other flat owners and/or the Vendors or the Developer/ Promoter/ Confirming Party hereto shall have no objection to any such transfer.
- 3.. That the Purchaser/s hereof shall always be entitled to possess that the said flat as its absolute owner with absolute right to ingress to and egress from the said gate of the said building and all the common stairs and passages upto the said flat for the purpose of going, coming, walking and taking and carrying all luggage and articles but in so doing the Purchaser/s or flat

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holder shall abide by all the rules and regulations which may be made for the management maintenance and upkeep of the said building and without causing any disturbances of annoyances and inconveniences to the other occupiers and inmates of the said building without causing any loss or damages or injury whatsoever to the said building.

4. That the Vendors and the Developer/Promoter/Confirming Party and all persons having or claiming any estate or interest in the said premises or any part thereof under or in trust for the Vendors and Developer/Promoter/Confirming Party shall and will at all reasonable times hereafter at the request and costs of the Purchaser/s hereto will execute or cause to be done or executed all such acts, deeds and things for further and more perfectly assuring the said flat and the properties appurtenant thereto in favour of the Purchaser/s as the Purchaser/s shall or may reasonable required.
5. That the Vendors and the Developer/Promoter/Confirming Party shall unless prevented by fire or some other inevitable accident from time to time and at all times hereinafter upon every request and at the cost of the Purchaser/s of the said flat produce or cause to be produced to the Purchaser/s or **his/her/their** Advocate or Agents or at any trial commission examination otherwise of the original title deed in respect of the said premises whereon the said building has been constructed.

III. The Purchaser/s doth hereby covenant with the Vendors and the Developer/ Promoter /Confirming Party herein as follows:

1. That the Purchaser/s shall and will at all times hereafter indemnify and keep safe and harmless and indemnified the Vendors and the Promoter/ Developer/ Confirming Party and its estate and effects from the payments as are to be made by the Purchaser/s and contained in these presents and further indemnify and keep safe and performance of covenants and conditions as are required to be observed and performed by the Purchaser/s of the said flat and contained in these presents and all claims and demands of action thereof.

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2. That the Purchaser/s hereof from time to time and all times hereafter hereby agrees to contribute and pay **his/her/their** proportionate share towards the costs, expenses and outgoing in respect of matter indicated in Schedule 'D' hereunder written and also any other taxes and outgoing to be levied thereafter and that it is hereby further agreed that the appointment required for matters covered under Schedule 'D' hereunder written shall be made by the Vendors and the Promoter/Developer/Confirming Party or by their nominees or constituted Attorney or by the flats owners and occupiers' Association of the said building to be formed for the purpose which shall be conclusive and binding upon all the Flat owners/occupiers and Purchaser/s hereto.
3. That so long as the said flat of the said building shall not be separately assessed for municipal taxes, the Purchaser/s hereto shall pay the proportionate share of consolidated Municipal taxes, rates and water taxes assessed for the whole building and the said proportionate share will be calculated as per area of each flat and the Association of the said building to be formed for the purpose of upkeep and maintenance of the and the same shall be conclusive final and binding upon all the flat owners and the Purchaser/s hereto.
4. That the Purchaser/s hereby have agreed that in the event any amount becomes payable by the Vendors and the Promoter/ Developer/ Confirming Party by way of premium or by any account whatsoever to the Municipal Corporation or to be Central or State Government or to any other authority formed under the law for betterment fees or charges or development taxes or any other tax or payment of similar nature, the same shall be paid by the Developer/Promoter/ Confirming Party or owners/vendors herein the Purchaser/s are not liable or responsible for the same in any manner.
5. That it is hereby agreed that the Purchaser/s hereto shall not at any time demolish or damage or cause to be damaged or demolished the said flat or

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any part thereof hereby agreed to be purchased by **his/her/their** or will at any time make or cause to be made any structural additions or alterations of whatsoever nature to the said flat or any part thereof but the Purchaser/s is entitled to renovate or repair the said flat in inner side and can change the interior decoration of the flat and further that the Purchaser/s hereto shall not close or permit the closing of verandah or lounge or balconies and any other portion for common use in the said building and shall not further block or place or permit the block or placing of articles or things in the corridors, verandah, lounges and/or balconies and/or other places for common use in the said building nor shall undertake any additions or alteration in the elevation and outside colour scheme of the said flat intending to be purchased hereby **AND FURTHER** that the Purchaser/s hereto shall not decorate the exterior portion of the said flat with materials other than in the manner agreed or by the Association of flat owners and occupiers entrusted with the task of management and upkeep of the said building.

6. That the Purchaser/s hereto of the said flat may at **his/her/their** own cost make improvement inside the flat in such manner that the same shall not in any way damage the said flat or affect any of the neighboring flat holders.
7. That if at any time any repairs and/or additions and/or renewals are necessitated in respect of the said flat, the Purchaser/s may undertake such repairs etc. effected at the cost of the Purchaser/s themselves.
8. The Purchaser/s shall be responsible for the maintenance including and/or other interior decorations of inside the said flat and the Purchaser/s hereto undertakes to do all such works and maintenance as are necessary inside the said flat at **his/her/their** own cost.
9. That the supply of water to the said flat from the common overhead tank on the roof of the said building shall be made and the Purchaser/s hereto shall abide by all the rules and regulations which shall be made by the Owners' Association of management, maintenance and upkeep of the said building in

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that regard and/or the regulations made under any Act for the time being in force including the West Bengal Apartment Ownership Act, 1972 and rules made thereunder.

10. That it is hereby further agreed that the Purchaser/s hereto shall have such claim and/or right of any nature or kind over and in respect of the terrace and the roof of the said building as will be determined by the Association of the flat owners entrusted with the management and upkeep of the said building.
11. That it is hereby further agreed that the Purchaser/s and **his/her/their** men and agents hereto of the said flat shall use the passages of the building for all times for egress and ingress. The Purchaser/s will not obstruct the common passages, landings etc. by parking any two wheelers or Bi-cycles etc.
12. That the vendors and the Promoter/Confirming Party shall render to the Purchaser/s all co-operation and sign all papers, applications and documents as be reasonable required by the Purchaser/s for the purpose of complete the construction and use of the said flat as residential purpose only and to give effect to the intent and purpose of this conveyance.
13. That the Purchaser/s will not raise any objection in respect of further construction on the roof of the building standing on the 'A' Schedule property according to sanctioned building plan.
14. That the Purchaser/s agrees and undertakes to be member of an Association to be formed by all the flat/garage owners of the said building for the purpose of general management, maintenance and upkeep of the building and common facilities of the said premises.
15. The Purchaser/s shall be liable to pay the service taxes to authority as applicable.

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SCHEDULE ‘A’ REFERRED TO ABOVE
(Said land with Building)

ALL THAT piece and parcel of bastu land measuring **14 Cottahs 7 Chittaks 27 sq.ft.** more or less along with multi-storied building standing thereon lying and situated at Holding No. **50, Sarat Bose Road**, Kolkata – 700065, comprised in Mouza – Digla, C.S./R.S/L.R. Dag Nos. – 570 & 569 under R.S. Khatian Nos. 271 & 590, L.R. Khatian Nos. 3415, 3416, 3417, 3418, 3419, 3420, 3421, 3422, 3423, 775 & 1623, J.L. No. 18, R.S. No. 161, Touzi No. 173, within the municipal limits of South Dum Dum Municipality, Ward No. 3(old), 6 (new), P.S. Dum Dum, District : North 24-Parganas under Additional District Sub-Registry Office Cossipore Dum Dum, in the District : North 24-Parganas along with all rights of common passages and right of egress and ingress, delineated in Red marked in the Map or Plan annexed hereto and butted and bounded by :

ON THE NORTH :- 3` - 3`` wide Common Passage and others building;
ON THE SOUTH :- 6` - 0`` wide Common Passage and others building;
ON THE EAST :- 3` - 3`` and 6` - 0`` wide Common Passage and others building and 17` - 0`` wide Sarat Bose Road;
ON THE WEST :- Others building;

SCHEDULE – ‘B’ REFERRED TO ABOVE
(FLAT HEREBY CONVEYED)

ALL THAT piece and parcel of one self contained flat **being flat no. “.....”** on the **Floor** at **side** having super-built up area **sq.ft.** more or less consisting bed rooms, toilet , one kitchen, drawing-cum-dining room, one balcony, delineated in Red marked in the Map or Plan annexed hereto together with right to common use of the common spaces, areas and facilities of the said building together with **marble finished floor and lift facility** and proportionate undivided interest or share in common areas and facilities and amenities attached to the said flat described in Schedule ‘C’ mentioned below together with right of common easement and quasi easement

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described in Schedule 'D' below and undivided proportionate share of the underneath land mentioned in the Schedule 'A' above of Holding No. **50, Sarat Bose Road**, Kolkata – 700065, within the municipal limits of South Dum Dum Municipality, P.S. Dum Dum, Ward No. 6, District : North 24-Parganas.

SCHEDULE – 'C' REFERRED TO ABOVE
(COMMON AREAS AND FACILITIES)

- 1.. The open and covered space, electrical, plumbing, sanitary and other installations of common utility and other common parts.
- 2.. Main entrance, gate, boundary walls, stair case, roof, landings, lobbies, passages, underground, overhead water tank, pipe lines, drainage, sewers, septic tank, rain water pipe, supply of water for 24 hours, fixtures, fittings, water pump, motor, pump room, lighting of common areas, common meter and lift-well, lift room, lift, lift-machineries etc.
3. The right of passage in common as aforesaid gas, telephone, if there by any electricity, water from and to the said flat through pipes, drains, wires and conduits.

SCHEDULE – 'D' REFERRED TO ABOVE
(COMMON EASEMENTS AND QUASI-EASEMENTS RIGHT)

The under mentioned rights, easements, quasi-easements, privileges and appurtenances shall be exempted out of the sale of this conveyance and reserved upto the Vendors/Promoter and other owners.

1. The right in common with the Purchaser/s and/or other person or persons entitled to the other part or parts of the said building for ownership and use of all common part or parts of the said building including its installations stair case entrance and other passage, lift-well, lift room, lift, lift-machineries etc.
2. The right of passage in common with the Purchaser/s and other person or persons as aforesaid gas, telephone, electricity and water from and to any part (other than the said flat) of the other part or parts of the said building

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through or over in the said flat as far as may be reasonable necessary for the beneficial use and occupation of the other part or portions of the said building for all purposes whatsoever.

3. The right of protection for the portion or portions of the said building by all parts of the said flat.
4. The common right of the Purchaser/s with Vendors and/or occupier or occupiers of the other part or parts of the said building for the purpose of ingress to and egress from such other part or parts of the said building the front entrance stair case open and covered and all other common parts paths or passages including the exterior and common walls appertaining to the said building.
5. All rights privileges vertical and lateral support easements, quasi-easements, appendages and appurtenances whatsoever belonging to or in any way appertaining to the said flats or herewith usually held used occupied or enjoyed or reputed to know as part or parcel thereof or appertaining thereto.
6. The right for way in common as aforesaid at all times and for all purposes connected with the reasonable use and enjoyment of the said flat.
7. The right of protection of the said flat by or from all parts of the said building and/or premises so far as they now protect the same.
8. The right with or without workmen and necessary materials, to enter from time to time upon the other parts of the said building for the purpose of repairing so far as may be necessary such electric lines, cables, pipes, drains wires and conduits aforesaid and for the purpose of rebuilding repairing repainting or cleaning any part or parts of the said flat.
9. The Purchaser/s shall have no right to change the outside colour of the building. The same may be changed as per decision of all the flat owners.

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SCHEDULE – ‘E’ REFERRED TO ABOVE
(PROPORTIONATE EXPENSES)

The proportionate expenses which will be borne by the Purchaser/s with the other occupiers or owners of the flats of the said building :-

1. The cost of maintaining, repairing, white washing, painting, re-building, replacing, decorating , the main structure of the said building including the exterior thereof and in particular the common portion of the roof, terrace, if any, landing and staircase of the building rain water pipes, motor pumps, tube-well gas pipes and electrical wires, sewerage, and all other common parts of the fixtures, fittings and equipment in under or upon the said buildings enjoyed or used in common by the occupiers thereof.
2. The costs of acquisition and other legal proceeds the costs of cleaning and lighting the common entrances, passages, landings, stair-case, main walls and other parts of the building as enjoyed or used in common by the occupiers thereof.
The salary of Managers, Clerks, Bill Collectors, Chowkidars, Plumbers, electricians, sweepers etc. as decided by the Association.
3. The cost of working, repairing, replacement and maintenance of lights, pumps and other plumbing work including all other service charges for services rendered in common to all other occupiers.
4. Municipal and other taxes (both owners and occupiers) and other outgoing etc.
5. INSURANCE of the building against earthquake, fires any damages by natural calamities etc.
6. ALL electricity charges payable in common for the said building.

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IN WITNESS WHEREOF the Vendors, Developer/Promoter/ Confirming Party and Purchaser/s have executed these presents on the day month and year first above written.

SIGNED AND DELIVERED at Kolkata

in presence of :-

1)

As constituted attorney of (1) Smt. Manjula Bhattacharyya, (2) Smt. Mridula Bhattacharjee, (3) Smt. Malaya Bhattacharjee, (4) Sri Bijali Bhusan Chakraborty, (5) Smt. Madhuchhanda Thakur, (6) Sri Benoy Bhusan Chakraborty, (7) Smt. Moumita Bhattacharya, (8) Smt. Madhumita Thakur, (9) Sri Malay Das, (10) Smt. Anjana Das, (11) Sri Tarashankar Paul, (12) Sri Salil Chandra Paul, (13) Sri Subir Paul, (14) Smt. Mukta Dutta, (15) Smt. Kamala Rani Paul, (16) Sri. Tanmoy Paul, and (17) Smt. Tapati Paul, the vendors herein
SIGNATURE OF THE VENDORS

2)

**SIGNATURE OF THE DEVELOPER/
PROMOTER/CONFIRMING PARTY.**

SIGNATURE OF THE PURCHASER/S

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