

Deed of conveyance

1. Date:
2. Place:
3. Parties:

DPS NIRMAN PVT. LTD.


Director

3.1. MR. TANAY CHAKRABORTY [having **PAN: ADRPC4122H**] son of Uday Chakraborty, by faith - Hindu, by Occupation - Business, by Nationality - Indian residing at CF 390, Salt Lake, Sector 1, Post Office - Bidhannagar CC Block, Police Station - Bidhannagar North, Kolkata – 700064,

AND

3.1.1. MR. SUJAY CHAKRABORTY [having **PAN: ADRPC4128P**] son of Uday Chakraborty, by faith - Hindu, by Occupation - Business, by Nationality- Indian residing at CF 390, Salt Lake, Sector 1, Post Office - Bidhannagar CC Block, Police Station - Bidhannagar North, Kolkata – 700064, hereinafter jointly referred to as the **“LAND OWNER”** (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their heirs, executors, administrators, legal representative, attorney, assigns) of the **ONE PART.**

The **LAND OWNERS** herein, are represented by her Constituted Attorney namely **MR. PAWAN GOMES, [PAN: APGPG1145P]**, son of Mr. Albert Cardinal Gomes, by faith - Christian, by Occupation - Business, by Nationality - Indian, residing at P - 688, Block A, Lake Town, Post Office and Police Station - Lake town, Kolkata - 700089, Director of **DPS NIRMAN PRIVATE LIMITED, [PAN: AAICD8505A]** a Private Ltd company, having its registered office at Ground floor Premises No. 16-0595, Plot No. IIB/1294, Green View, New Town Kolkata – 700161 by virtue of a registered **SUPPLEMENTARY DEVELOPMENT AGREEMENT WITH DEVELOPMENT POWER OF ATTORNEY** which was duly registered on 27/12/2024 at the office of the A.R.A.-IV and duly recorded in Book No.1, Volume No.1904-2025, pages from 16550 to 16630, being No.190419530 for the year 2024.

AND

3.2. DPS NIRMAN PRIVATE LIMITED, [PAN: AAICD8505A] a Private Ltd company, having its registered office at Ground floor Premises No. 16-0595, Plot No. IIB/1294, Green View, New Town Kolkata - 700161 duly represented by its director: **MR. PAWAN GOMES [PAN: APGPG1145P]**, son of Mr. Albert Cardinal Gomes, by faith - Christian, by Occupation - Business, by Nationality - Indian, residing at P - 688, Block A, Lake Town, Post Office and Police Station - Lake town,

Kolkata - 700089, hereinafter called and referred to as the **“DEVELOPER”** (which terms or expression shall unless excluded by or repugnant to the context be deemed to mean and to include its respective heirs, legal representatives, executors, administrators, successors and its successors-in-office and assigns) of the **SECOND PART**.

AND

3.3., [PAN:] son/daughter/wife of
....., by faith, by nationality Indian, by occupation,
residing at, hereinafter called
the **PURCHASER/S** (which expression shall unless excluded by or repugnant to
the context be deemed to mean and include his/her/their heirs, executors,
administrator, representatives and assigns) of the **OTHER PART**.

Landowners/Vendors, Purchaser and Developer Collectively Parties and
individually Party.

NOW THIS DEED OF CONVEYANCE WITNESSETH AS FOLLOWS :-

4. Subject Matter of Conveyance:

4.1 Transfer of Said Flat and Appurtenances:

4.1.1 Said Flat: ALL THAT a piece and parcel of a complete Tiles Floor residential
being Flat No-, on the Floor (..... facing), measuring about
approx. Sq. ft. including Super Built up Area equivalent to Sq. ft.
Carpet area be the same and a little bit more or less of super built up area of the
building called as **“IMPERIAL CASA”** lying and situate on the plot of land
admeasuring an area of 9 (Nine) Cottahs 11 (Eleven) Chittacks 10 (Ten) Square Feet
be the same a little more or less lying and situate under Mouza - TEGHARIA, J.L.
No. 9, R.S. No. 116, Touzi No. 191, R.S. Khatian No. 258, Kri 114/3 and 264, L.R.
Khatian No.1914, 1995, R.S./L.R. Dag No. 215, within the local limits of previously
Ward No. 7 under Rajarhat - Gopalpur Municipality and now at present Ward No.
6 of the Bidhan Nagar Municipal Corporation, having Holding Address 11, Block
A, 149 Tegharia having Assessee Number 20033154671 and having Holding

Address 11, Block A, 148 Tegharia having Assessee Number 20033154669, Road Name : Hatiara Road, under Post Office - Hatiara, Police Station - Rajarhat, Kolkata – 700059 (Previously 700157), District North - 24 Parganas, morefully described in the Second Schedule hereunder written, lying and situate on the amalgamated plot of land which is morefully described in the First Schedule hereinafter written [SOLD PROPERTY/SAID PROPERTY].

5. Background, Representations, Warranties and Covenants:

5.1. Representations and Warranties Regarding Title: The Vendors have made the following representation and given the following warranty to the Purchaser regarding title.

5.2. CHAIN AND TITLE REGARDING OWNERSHIP OF TANAY CHAKRABORTY, THE PRESENT LANDOWNER NO.1 HEREIN, AS FOLLOWS : -

5.2.1. Absolute Ownership of Binod Behari Mondal: one Binod Behari Mondal was the recorded owner of the **ALL THAT** piece and parcel of a plot of land measuring about 88 (Eighty-eight) Sataks under Mouza - Tegharia, J.L. No. 9, R.S. No. 116, Touzi No. 191, R.S. Khatian No. 208, R.S. Dag No. 215, District North - 24 Parganas.

5.2.2. Death of Binod Behari Mondal : while thus the said Binod Behari Mondal absolutely seized and possessed of and/or otherwise well and sufficiently entitled to the said property died intestate leaving behind his widow Smt. Padmamani Mondal, 7 (seven) daughters namely (1) Smt. Hara Rani Naskar, (2) Smt. Kalyani Dhali, (3) Smt. Radha Rani Mondal, (4) Smt. Hajari Bala Mondal, (5) Smt. Kalpana Sardar; (6) Smt. Laksmi Naskar and (7) Smt. Mangala Bala Gyne and only son namely Sri Panchu Gopal Mondal.

5.2.3. Ownership of Legal heirs of Late Binod Bihari Mondal: while thus after demise of said Binod Behari Mondal his legal heirs (1) Smt. Padmamani Mondal, (2) Smt. Hara Rani Naskar, (3) Smt. Kalyani Dhali, (4) Smt. Radha Rani Mondal, (5) Smt. Hajari Bala Mondal, (6) Smt. Kalpana Sardar, (7) Smt. Laksmi Naskar, (8) Smt. Mangala Bala Gyne and (9) Sri Panchu Gopal Mondal became the absolute owners of the aforesaid property by law of inheritance of his estate.

5.2.4. Sale by (1) Smt. Hara Rani Naskar, (2) Smt. Kalyani Dhali, (3) Smt. Radha Rani Mondal, (4) Smt. Hajari Bala Mondal of their 4/9th undivided share to Koushalya Mondal: while thus the said the legal heirs of Binod Behari Mondal absolutely seized and possessed of and/or otherwise well and sufficiently entitled to the said property the said (1) Smt. Hara Rani Naskar, (2) Smt. Kalyani Dhali, (3) Smt. Radha Rani Mondal, and (4) Smt. Hajari Bala Mondal, sold, transferred and conveyed their undivided, proportionate 4/9th share of the said property by law of inheritance in favour of Smt. Koushalya Mondal, measuring about 38 Sataks under Dag No. 217 and 215 on 09.11.1977 which is subsequently registered in the Office of the Sub- Registrar at Cossipore Dum Dum, which is recorded into Book No. 1, Volume No. 138, Pages 115 to 119, Being No. 6175 for the year 1977 forever and absolutely against the consideration stated therein and became the absolute joint owner.

5.2.5. Sale by (1) Smt. Kalpana Sardar, (2) Smt. Laksmi Naskar of their 2/9th undivided share to Sri Panchu Gopal Mondal: subsequently the said Smt. Kalpana Sardar and Smt. Laksmi Naskar sold, transferred and conveyed their undivided, proportionate 2/9th share of the said property by law of inheritance in favour of Sri Panchu Gopal Mondal, measuring about 19.50 Sataks under Dag No. 217 and 215 on 02.05.1983 which is subsequently registered in the office of the Sub- Registrar at Cossipore Dum Dum, which is recorded into Book No. 1, Volume No. 116, Pages 91 to 100, Being No. 4414 for the year 1983 forever and absolutely against the consideration stated therein and became the absolute owner.

5.2.6. Recorded by Sri Panchu Gopal Mondal and Smt. Koushalya Mondal in respect of their purchased landed property: by law of inheritance and by two Deed of Conveyance Panchu Gopal Mondal and Koushalya Mondal both seized and possessed of and/or otherwise well and sufficiently entitled to the said property and enjoyed the same peacefully, freely, absolutely and without any interruptions and also mutated their names in the record of the local Municipality and Revisional Settlement and recorded into R.S. Khatian No. 114/3 in the name of Sri Panchu Gopal Mondal and Smt. Koushalya Mondal and R.S. Khatian No. 264 & 109 in the name of Sri Panchu Gopal Mondal and was paying municipal taxes upto date against their names as absolute owners and occupiers thereof.

5.2.7. Sale by Sri Panchu Gopal Mondal and Smt. Koushalya Mondal to Sri Uday Chakraborty: while sized and possessed of the aforesaid property said Sri Panchu Gopal Mondal and Smt. Koushalya Mondal, sold, conveyed and transferred a portion of ALL THAT piece and parcel of a plot of land measuring about 04 (four) Cottahs 14 (fourteen) Chittacks 29 (Twenty-nine) Square Feet, out of their other lands, be the same a little more or less lying and situate under Mouza - TEGHARIA, J.L. No. 9, R. S. No. 116, Touzi No. 191, R. S. Khatian No. 258, Kri 114/3 and 264, Dag No. 215, within the local limits of Ward No. 7 of the Rajarhat Gopalpur Municipality, within the jurisdiction of the Office of the Additional District Sub-Registrar at Bidhan Nagar, Salt lake City, under Police Station - Rajarhat, District North - 24 Parganas, unto and in favour of Sri Uday Chakraborty by virtue of registered Deed of Conveyance executed and registered on 27th April, 2001 in the Office of the Additional District Sub-- Registrar at Bidhan Nagar, Salt lake City and recorded into Book No. I, Volume No. 279, Pages 45 to 69, Being No. 05260 for the year 2001.

5.2.8. Gifted by Sri Uday Chakraborty to his son namely Sri Tanay Chakraborty: while sized and possessed of the aforesaid property said Sri Uday Chakraborty gifted ALL THAT piece and parcel of a plot of land measuring about 04 (four) Cottahs 14 (fourteen) Chittacks 29 (Twenty nine) Square Feet be the same a little more or less lying and situate under Mouza - TEGHARIA, J.L. No. 9, R.S. No. 116, Touzi No. 191, R.S. Khatian No. 258, Kri 114/3 and 264, Dag No. 215, within the local limits of Ward No. 7 of the Rajarhat Gopalpur Municipality within the jurisdiction of the Office of the Additional District Sub Registrar at Bidhan Nagar, Salt lake City, under Police Station - Rajarhat, District North 24 Parganas, unto and in favour of his son namely Sri Tanay Chakraborty the Land Owner herein by virtue of registered Deed of Gift dated 19th March, 2007 in the Office of the Additional District Sub- Registrar at Bidhan Nagar, Salt Lake City and recorded into Book No. I, Being No. 02470 for the year 2007.

5.2.9. Absolute Ownership by Sri Tanay Chakraborty: Sri Tanay Chakraborty is absolutely seized and possessed of or otherwise well and sufficiently entitled to ALL THAT piece and parcel of plot of Bastu land measuring about 04 (four) Cottahs 14 (fourteen) Chittacks 29 (Twenty-nine) Square Feet be the same a little more or less

lying and situate under Mouza - TEGHARIA, J.L. No. 9, R.S. No. 116, Touzi No. 191, R. S. Khatian No. 258, Kri 114/3 and 264, R.S. Dag No. 215, within the local limits of previously Ward No. 7 of the Rajarhat Gopalpur Municipality now at present Ward No. 6 under Bidhannagar Municipal Corporation, within the jurisdiction of the Office of the Additional District Sub-Registrar at Bidhan Nagar, Salt Lake City, under Post Office - Hatiara, Police Station - Rajarhat, Kolkata – 700059 (Previously 700157), District North - 24 Parganas.

5.2.10. Mutation by Sri Tanay Chakraborty in respect of his landed property:

the said Tanay Chakraborty, the Landowner No.1 herein, mutate his name before the Rajarhat - Gopalpur Municipality in respect of Holding No. AS/149/Block H and thereafter said Rajarhat Gopalpur Municipality with other municipalities amalgamated and formed Bidhannagar Municipal Corporation and having Holding Address 11, Block A, 149 Tegharia having Assessee Number 20033154671 and also mutated before B.L. & L.R.O. Rajarhat being L.R. Khatian No. 1995 L. R. Dag No. 215.

5.2.11. Decided to Develop of his land by the Land Owner namely Sri Tanay Chakraborty: the said Tanay Chakraborty, the Landowner No.1 hereto have decided to develop their aforesaid property morefully and particularly described in the **FIRST SCHEDULE** hereunder written by raising multi- storied building thereon free from all encumbrances in accordance with the building plan as will be sanctioned by the Bidhannagar Municipal Corporation in the name of the Landowner.

5.2.12. REGISTERED DEVELOPMENT AGREEMENT WITH DEVELOPMENT POWER OF ATTORNEY EXECUTED BY AND BETWEEN THE LAND OWNER NAMELY TANAY CHAKRABORTY AND SELLER/DEVELOPER: That the said Tanay Chakraborty, the Landowner No.1 herein execute and registered **DEVELOPMENT AGREEMENT WITH DEVELOPMENT POWER OF ATTORNEY** which was duly registered on 05/10/2023 at the office of the A.R.A.-IV and duly recorded in Book No.1, Volume No.1904- 2023, pages from 805752 to 805829, being No.190414687 for the year 2023 in favour of the present Developer here.

5.3. CHAIN AND TITLE REGARDING OWNERSHIP OF SRI SUJAY CHAKRABORTY, THE PRESENT LANDOWNER NO.2 HEREIN, AS FOLLOWS: -

5.3.1. Sale by Sri Panchu Gopal Mondal and Smt. Koushalya Mondal to Sri Sujay Chakraborty: while sized and possessed of the aforesaid property said Sri Panchu Gopal Mondal and Smt. Koushalya Mondal, sold, conveyed and transferred a portion of ALL THAT piece and parcel of a plot of land measuring about 4 (four) Cottahs 12 (Twelve) Chittacks 26 (Twenty-six) Square Feet be the same a little more or less lying and situate under Mouza - TEGHARIA, J.L. No. 9, R.S. No. 116, Touzi No. 191, R.S. Khatian No. 258, Kri 114/3 and 264, Dag No. 215, within the local limits of Ward No. 7 of the Rajarhat Gopalpur Municipality, within the jurisdiction of the Office of the Additional District Sub Registrar at Bidhan Nagar, Salt lake City, under Police Station - Rajarhat, District North - 24 Parganas, unto and in favour of Sri Sujay Chakraborty by virtue of registered Deed of Conveyance executed and registered on 27th April, 2001 in the Office of the Additional District Sub-Registrar at Bidhan Nagar, Salt lake City and recorded into Book No. 1, Volume No. 279, Pages 85 to 103, Being No. 05262 for the year 2001.

5.3.2. Absolute ownership by Sri Sujay Chakraborty: HEREAS Sri Sujay Chakraborty is absolutely seized and possessed of or otherwise well and sufficiently entitled to ALL THAT piece and parcel of plot of Bastu land measuring about 4 (four) Cottahs 12 (Twelve) Chittacks 26 (Twenty-six) Square Feet be the same a little more or less lying and situate under Mouza - TEGHARIA, J.L. No. 9, R.S. No. 116, Touzi No. 191, R.S. Khatian No. 258, Kri 114/3 and 264, R.S. Dag No. 215, within the local limits of previously Ward No. 7 of the Rajarhat Gopalpur Municipality now at present Ward No. 6 under Bidhannagar Municipal Corporation, within the jurisdiction of the Office of the Additional District Sub-Registrar at Bidhan Nagar, Salt lake City, under Post Office - Hatiara, Police Station - Rajarhat, Kolkata – 700059 (Previously 700157), District North - 24 Parganas.

5.3.3. Mutated of the land of Sri Sujay Chakraborty: the said Sujay Chakraborty, the Landowner No. 2 herein, mutate his name before the Rajarhat Gopalpur Municipality in respect of Holding No. AS/102/2001 and thereafter said Rajarhat Gopalpur Municipality with other municipalities amalgamated and formed Bidhannagar Municipal Corporation and having Holding Address 11 , Block

A, 148 Tegharia having Assessee Number 20033154669 and also mutated before B.L. & L.R.O. Rajarhat being L.R. Khatian No. 1914 L.R. Dag No. 215.

5.3.4. Decided to Develop of his land by the Land Owner namely Sri Sujay Chakraborty: the said Sujay Chakraborty, the Landowner No. 2 hereto have decided to develop their aforesaid property morefully and particularly described in the SECOND SCHEDULE hereunder written by raising multi storied building (G + 4) thereon free from all encumbrances in accordance with the building plan as will be sanctioned by the Bidhannagar Municipal Corporation in the name of the Landowner.

5.3.5. REGISTERED DEVELOPMENT AGREEMENT WITH DEVELOPMENT POWER OF ATTORNEY EXECUTED BY AND BETWEEN THE LAND OWNER NAMELY SUJAY CHAKRABORTY AND SELLER/DEVELOPER: That the said Sujay Chakraborty, the Landowner No. 2 herein execute and registered DEVELOPMENT AGREEMENT WITH DEVELOPMENT POWER OF ATTORNEY which was duly registered on 05/10/2023 at the office of the A.R.A.-IV and duly recorded in Book No.1, Volume No.1904- 2023, pages from 800133 to 800208, being No.190414686 for the year 2023 in favour of the present Developer here.

6. REGISTERED DEED OF AMALGAMATION EXECUTED BY AND BETWEEN THE LAND OWNERS HEREIN NAMELY TANAY CHAKRABORTY AND SUJAY CHAKRABORTY:

That by virtue of a Deed of Amalgamation executed and registered on 05/10/2023 which was registered at the office of the A. R.A-IV, Kolkata, and duly recorded in Book No. I, Volume No. 1904-2023, pages from 805856 to 805884, being Deed No.190414688 for the year of 2023, the said Tanay Chakraborty, the Landowner No.1 and said Sujay Chakraborty, the Landowner No. 2 herein jointly Amalgamated their plot of land into one Plot of land i.e. ALL THAT piece and parcel of plot of Bastu land measuring about 9 (Nine) Cottahs 11 (Eleven) Chittacks 10 (Ten) Square Feet be the same a little more or less lying and situate under Mouza - TEGHARIA, J.L. No. 9, R.S. No. 116, Touzi No. 191, R.S. Khatian No. 258, Kri 114/3 and 264, L.R. Khatian No.1914, 1995, R.S./L.R. Dag No. 215, within the local limits of previously Ward No. 7 under Rajarhat - Gopalpur Municipality and now at present

Ward No. 6 of the Bidhan Nagar Municipal Corporation, having Holding Address 11, Block A, 149 Tegharia having Assessee Number 20033154671 and having Holding Address 11, Block A, 148 Tegharia having Assessee Number 20033154669, Road Name: Hatiara Road, under Post Office - Hatiara, Police Station - Rajarhat, Kolkata – 700059 (Previously 700157), District North -24 Parganas which is morefully and particularly mentioned in the THIRD SCHEDULE herein under written.

7. REGISTERED SUPPLEMENTARY DEVELOPMENT AGREEMENT WITH DEVELOPMENT POWER OF ATTORNEY **executed BY AND BETWEEN THE LAND OWNERS AND THE DEVELOPER:** That the Land Owners and the Developer herein also execute and register a **SUPPLEMENTARY DEVELOPMENT AGREEMENT WITH DEVELOPMENT POWER OF ATTORNEY** which was duly registered on 27/12/2024 at the office of the A.R.A.-IV and duly recorded in Book No.1, Volume No.1904-2025, pages from 16550 to 16630, being No.190419530 for the year 2024 wherein the Developer and the Land Owners herein clearly mentioned their allocated share and some other terms and conditions.

8. REGISTERED DEED OF DECLARATION EXECUTED BY AND BETWEEN THE LAND OWERES HEREIN: That there was a certain mistake found in the register Deed of Amalgamation and for this the Land Owners through their Constituent Attorney namely Pawan Gomes virtue of a registered **SUPPLEMENTARY DEVELOPMENT AGREEMENT WITH DEVELOPMENT POWER OF ATTORNEY** which was duly registered on 27/12/2024 at the office of the A.R.A.-IV and duly recorded in Book No.1, Volume No.1904-2025, pages from 16550 to 16630, being No.190419530 for the year 2024 and the said Deed of Declaration was executed and duly registered on 08/07/2025 at the office of the A.R.A.-IV and duly recorded in Book No.1, Volume No.1904-2024, pages from 447235 to 447251, being No.190410060 for the year 2025.

9. Sanction of Plans: With the intention of developing and commercially exploiting the Said Property by constructing the Said Building thereon and selling spaces therein (Units), the Developer/Landowners sanctioned a building plan from the concerned authority.

10. Construction of Building namely **“IMPERIAL CASA”**:

10.1. Construction of Building: On the basis of the aforesaid sanctioned plan, the said Developer, **DPS NIRMAN PRIVATE LIMITED**, constructed a multi storied building namely **“IMPERIAL CASA”** on the said amalgamated plot of land morefully described in the First Schedule hereunder written.

10.2. Land Share: Undivided, impartible, proportionate and variable share in the land comprised in the Said Property as is attributable to the Said Flat morefully described in the Schedule hereinafter written (Land Share). The Land Share is/shall be derived by taking into consideration the proportion which the super built-up area of the Said Flat bears to the total super built-up area of the Said Building.

10.3. Share In Common Portions: Undivided, impartible, proportionate and variable share and/or interest in the common areas, amenities and facilities of the Said Building is attributable to the Said Flat (Share in Common Portions), the said common areas, amenities and facilities being described in the Schedule below (collectively Common Portions). The Share in Common Portions is/shall be derived by taking into consideration the proportion which the super built-up area of the Said Flat bears to the total super built-up area of the Said Building.

11. Desire of Purchase & Acceptance:

11.1. Desire of Vendors for purchasing a Flat from Developer’s Allocation:
The Vendors herein perused and inspected Title Deeds, Development Agreement, Registered Power of Attorney, Building Sanctioned Plan and other related documents in respect of the schedule mentioned property including its amenities and facilities and areas and satisfied themselves in regards thereto and approached to the Developer, to purchase ALL THAT a piece and parcel of a complete Tiles Floor residential being Flat No-, on the Floor (..... facing), measuring about approx. Sq. ft. including Super Built up Area equivalent to Sq.ft. Carpet area be the same and a little bit more or less of super built up area of the building called as **“IMPERIAL CASA”** lying and situate on the plot of land admeasuring an area of 9 (Nine) Cottahs 11 (Eleven) Chittacks 10 (Ten) Square Feet be the same a little more or less lying and

situate under Mouza - TEGHARIA, J.L. No. 9, R.S. No. 116, Touzi No. 191, R.S. Khatian No. 258, Kri 114/3 and 264, L.R. Khatian No.1914, 1995, R.S./L.R. Dag No. 215, within the local limits of previously Ward No. 7 under Rajarhat - Gopalpur Municipality and now at present Ward No. 6 of the Bidhan Nagar Municipal Corporation, having Holding Address 11, Block A, 149 Tegharia having Assessee Number 20033154671 and having Holding Address 11, Block A, 148 Tegharia having Assessee Number 20033154669, Road Name : Hatiara Road, under Post Office - Hatiara, Police Station - Rajarhat, 700059 (Previously 700157), District North - 24 Parganas,, from Developer's Allocation, together with land share and share in common portion, morefully described in the Second Schedule hereunder written.

11.2. Desire of Purchaser for purchasing a Flat from the Vendors/Developer:

The Purchaser herein perused and inspected Title Deeds, Development Agreement, Registered Power of Attorney, Building Sanctioned Plan and other related documents in respect of the schedule mentioned property including its amenities and facilities and areas and satisfied themselves in regards thereto and approached to the Vendors/Developer, to purchase ALL THAT a piece and parcel of a complete Tiles Floor residential being Flat No-, on the Floor (..... facing), measuring about approx. Sq. ft. including Super Built up Area equivalent to Sq. ft. Carpet area be the same and a little bit more or less of super built up area of the building called as **"IMPERIAL CASA"** lying and situate on the plot of land admeasuring an area of 9 (Nine) Cottahs 11 (Eleven) Chittacks 10 (Ten) Square Feet be the same a little more or less lying and situate under Mouza - TEGHARIA, J.L. No. 9, R.S. No. 116, Touzi No. 191, R.S. Khatian No. 258, Kri 114/3 and 264, L.R. Khatian No.1914, 1995, R.S./L.R. Dag No. 215, within the local limits of previously Ward No. 7 under Rajarhat - Gopalpur Municipality and now at present Ward No. 6 of the Bidhan Nagar Municipal Corporation, having Holding Address 11, Block A, 149 Tegharia having Assessee Number 20033154671 and Holding Address 11, Block A, 148 Tegharia having Assessee Number 20033154669, Road Name : Hatiara Road, under Post Office - Hatiara, Police Station - Rajarhat, Kolkata – 700059 (Previously 700157), District North - 24

Parganas, from Developer's Allocation, together with land share and share in common portion, morefully described in the Second Schedule hereunder written.

11.3. Acceptance by Vendors/Developer: The Vendors/Developer accepted the aforesaid proposal of the Purchaser and agreed to sell the SAID FLAT together with land share and share in common portion morefully described in the Second Schedule hereunder written and the parties herein entered into an Agreement for Sale in respect of the Schedule property.

11.4. Consideration: The total consideration of the SAID FLAT is Rs-...../ = (Rs-.....) only and subsequently the Purchaser already paid the same to the Vendors/Developer herein.

11.5. True and Correct Representations: The previous Landowners are the absolute and undisputed joint owners of the First Schedule Property, such ownership having been acquired in the manner stated above; the contents of which are all true and correct.

12. Representations, Warranties and Covenants: regarding Encumbrances: The Vendors/Developer represent, warrant and covenant regarding encumbrances as follows:

12.1. No Acquisition/Requisition: The Vendors/Developer have not received any notice from any authority for acquisition, requisition or vesting of the Said Flat and/or any part of the property in which the present building is lying and declare that the Said Flat is not affected by any scheme of the Municipal Authority or Government or any Statutory Body.

12.2. No Encumbrance by Act of Vendors: The Vendors/Developer have not at any time done or executed or knowingly suffered or been party or privy to any act, deed, matter or thing, including grant of easement, whereby the Said Flat or any part thereof can or may be impeached, encumbered or affected in title.

12.3. Right, Power and Authority to Sell: The Vendors/Developer have good right, full power, absolute authority and indefeasible title to grant, sell, convey, transfer, assign and assure the Said Flat to the Purchaser.

12.4. No Dues: No tax in respect of the Said Flat is due to the concerned authority or authorities and no Certificate Case is pending for realization of any taxes from the Vendors/Developer herein.

12.5. No Mortgage: No mortgage or charge has been created by the Vendors/Developer in respect of the Said Flat or any part thereof.

12.6. No Personal Guarantee: The Said Flat is not affected by or subject to any personal guarantee for securing any financial accommodation.

12.7. No Bar by Court Order or Statutory Authority: There is no order of Court or any other statutory authority prohibiting the Vendors/Developer from selling, transferring and/or alienating the Said Flat or any part thereof.

13. Basic Understanding:

13.1 Agreement to Sell and Purchase: The Purchaser herein have approached to the Vendors and offered to purchase the SAID FLAT and the Purchaser based on the representations, warranties and covenants mentioned hereinabove (collectively Representations), have agreed to purchase the Said Flat from the Vendors/Developer herein.

14. Transfer:

14.1. Hereby Made: The Vendors/Developer hereby sell, convey and transfer the Purchaser the entirety of their right, title and interest of whatsoever or howsoever nature in the SAID FLAT morefully described in the Second Schedule hereinafter written, together with proportionate undivided share of land morefully described in the Schedule (said land share) and also together with all easement access for egress and ingress of all common spaces, amenities and facilities (said common portion) in the said building, described and referred in the Schedule hereinafter written and a Floor Plan of the Said Flat is attached herewith.

14.2. Consideration: The aforesaid transfer is being made in consideration of a sum of Rs...../= (Rs-.....) only paid by the Purchaser to the Developer/Vendors, receipts of which the Developer/Vendors hereby and by the Memo and Receipts hereunder written admits and acknowledges.

15. Terms of Transfer:

15.1. Salient Terms: The transfer being affected by this Conveyance is:

15.1.2 Sale: A sale within the meaning of the Transfer of Property Act, 1882.

15.1.2. Absolute: Absolute, irreversible and perpetual.

15.1.3. Free from Encumbrances: Free from all encumbrances of any and every nature whatsoever including but not limited to all claims, demands, encumbrances, mortgages, charges, liens, attachments, lispendens, uses, trusts, prohibitions, Income Tax Attachments, Financial Institution charges, reversionary rights, residuary rights, statutory prohibitions, acquisitions, requisitions, vestings and liabilities whatsoever.

15.2. Subject to: The transfer being affected by this Conveyance is subject to:

15.2.1. Indemnification: Indemnification by the Developer/Vendors about the correctness of their title and authority to sell and this Conveyance is being accepted by the Purchaser on such express indemnification by the Developer/Vendors about the correctness of their title and the representation and authority to sell, which if found defective or untrue at any time, the Developer/Vendors shall at the cost of the Purchaser forthwith take all necessary steps to remove and / or rectify.

15.2.2. Transfer of Property Act: All obligations and duties of Developer/Vendors and the Purchaser as provided in the Transfer of Property Act, 1882, save as contracted to the contrary hereunder.

15.3. Delivery of Possession: Khas, vacant and peaceful possession of the Said Flat has been handed over by the Developer/Vendors to the Purchaser, which the Purchaser admit, acknowledge and accept.

15.4. Outgoings: All statutory revenue, cess, taxes, surcharges, outgoings and levies of or on the Said Flat relating to the period till the date of this Conveyance, whether as yet demanded or not, shall be borne, paid and discharged by the Developer/Vendors with Gard to which the Developer/Vendors hereby indemnify and agree to keep the Purchaser fully and comprehensively saved, harmless and indemnified.

15.5. Holding Possession: The Developer/Vendors hereby covenant that the Purchaser and his/her/their heirs, executors, administrators, representatives and assigns, shall and may, from time to time, and at all times hereafter, peacefully and quietly enter into, hold, possess, enjoy the Said Flat and every part thereof and receive rents, issues and profits thereof and all other benefits, access and properties hereby granted, sold, conveyed, transferred, assigned and assured or expressed or intended so to be unto and to the Purchaser, without any lawful eviction, hindrance, interruption, disturbance, claim or demand whatsoever from or by the Developer/Vendors or any person or persons lawfully or equitably claiming any right or estate therein from under or in trust from the Developer/Vendors.

15.6. No Objection to Mutation: The Developer/Vendors declare that the Purchaser can fully be entitled to mutate his/her/their names in all records of the concerned authority/authorties and to pay tax or taxes and all other impositions in their own names. The Developer/Vendors undertake to co-operate with the Purchaser in all respect to cause mutation of the Said Flat in the name of the Purchaser and in this regard shall sign all documents and papers as required by the Purchaser.

15.7. Further Acts: The Developer/Vendors hereby covenant that the Developer/Confirming Party and Landowners or any person claiming under them, shall and will from time to time and at all times hereafter, upon every request and cost of the Purchaser and/or his/her/their successors-in-interest, does and executes or cause to be done and executed all such acts, deeds and things for further or more perfectly assuring the title of the Said Property.

THE FIRST SCHEDULE ABOVE REFERRED TO

(Part- I i.e. Land of Tanay Chakraborty)

ALL THAT piece and parcel of plot of BASTU land measuring about 4 (four) Cottahs 14 (Fourteen) Chittacks 29 (Twenty-Nine) Square Feet be the same a little more or less lying and situate under **Mouza - TEGHARIA**, J.L. No. 9, R.S. No. 116, Touzi No. 191, R.S. Khatian No. 258, Kri 114/3, and 264, L.R. Khatian No.1995, R.S./L.R. Dag No. 215, within the local limits of previously Ward No. 7 under Rajarhat - Gopalpur Municipality and now at present Ward No. 6 of the Bidhan Nagar Municipal Corporation, having Holding Address 11, Block A, 149 Tegharia having Assessee Number 20033154671, Hatiara Road, within the jurisdiction of the Office of the Additional District Sub-Registrar at Bidhan Nagar, Salt lake City now at present A.D.S.R., Rajarhat, under Post Office - Hatiara, Police Station - Rajarhat, Kolkata – 700059 (Previously 700157), District North - 24 Parganas, **TOGETHER WITH** all access, liberties and easements including the easement of egress and ingress and otherwise all common access and facilities available in the said plot of land free from all encumbrances, charges, mortgages, liens, attachments etc. and the land is butted and bounded as follows:-

ON THE NORTH : Land of Sri Sujay Chakraborty.
ON THE SOUTH : Twenty Feet Wide Road.
ON THE WEST : Land Under Dag No. 192.
ON THE EAST : Twenty Feet Wide Road.

(Part - II i.e. Land of SUJOY CHAKRABORTY)

ALL THAT piece and parcel of plot of BASTU land measuring about 4 (four) Cottahs 12 (Twelve) Chittacks 26 (Twenty six) Square Feet be the same a little more or less lying and situate under Mouza - TEGHARIA, J.L. No. 9, R.S. No. 116, Touzi No. 191, R.S. Khatian No. 258, Kri 114/3, L.R. Khatian No.1914 and 264, R.S./L.R. Dag No. 215, within the local limits of previously Ward No. 7 of the Rajarhat Gopalpur Municipality now at present Ward No. 6 under Bidhannagar Municipal

Corporation, having Holding Address 11, Block A, 148 Tegharia, having Assessee No. 20033154669, Hatiara Road, within the jurisdiction of the Office of the Additional District Sub-Registrar at Bidhan Nagar, Salt lake City now at present A.D.S.R., Rajarhat, under Post Office - Hatiara, Police Station - Rajarhat, Kolkata – 700059 (Previously 700157), District North - 24 Parganas TOGETHER WITH all access, liberties and easements including the easement of egress and ingress and otherwise all common access and facilities available in the said plot of land free from all encumbrances, charges, mortgages, liens, attachments etc. and the land is butted and bounded as follows :-

ON THE NORTH : Plot k under R.S. Dag No. 215, 216 and 177.

ON THE SOUTH : Plot of Sri Tanay Chakraborty under Dag No. 215.

ON THE WEST : 20 Feet Wide Road and Plot No. K under R.S. Dag No. 215.

ON THE EAST : 12 Feet Wide Road and Land under Dag No. 216.

(Part- III i.e. The Amalgamated Land)

(by virtue of a registered Deed of Amalgamation executed and registered on 05/10/2023 which was registered at the office of the A.R.A-IV, Kolkata, and duly recorded in Book No. I, Volume No. 1904-2023, pages from 805856 to 805884, being Deed No.190414688 for the year of 2023)

ALL THAT piece and parcel of plot of BASTU land measuring about 9 (Nine) Cottahs 11 (Eleven) Chittacks 10 (Ten) Square Feet be the same a little more or less lying and situate under Mouza - TEGHARIA, J.L. No. 9, R.S. No. 116, Touzi No. 191, R.S. Khatian No. 258, Kri 114/3 and 264, L.R. Khatian No.1914, 1995, R.S./L.R. Dag No. 215, within the local limits of previously Ward No. 7 under Rajarhat - Gopalpur Municipality and now at present Ward No. 6 of the Bidhan Nagar Municipal Corporation, having Holding Address 11, Block A, 149 Tegharia having Assessee Number 20033154671 and Holding Address 11, Block A, 148 Tegharia having Assessee Number 20033154669, Road Name : Hatiara Road, under Post Office - Hatiara, Police Station - Rajarhat, Kolkata – 700059 (Previously 700157), District North - 24 Parganas TOGETHER WITH all access, liberties and easements including the easement of egress and ingress and otherwise all common access

and facilities available in the said plot of land free from all encumbrances, charges, mortgages, liens, attachments etc. and the land is butted and bounded as follows:-

ON THE NORTH : Plot K under R.S. Dag No. 215, 216 and 177.

ON THE SOUTH : 20 Feet Wide Road.

ON THE EAST : 12 Feet wide road and Land under Dag No.192 and 216.

ON THE WEST : 20 Feet Wide Road and Plot No. K under R.S. Dag No. 215.

THE SECOND SCHEDULE ABOVE REFERRED TO

(Subject matter of Agreement for Sale)

ALL THAT a piece and parcel of a complete Tiles Floor residential being Flat No.-, on the Floor (..... facing), measuring about approx. Sq. ft. including Super Built up Area equivalent to Sq.ft. Carpet area and cover car parking space no. with 135 Sq. Ft. be the same and a little bit more or less of super built up area of the building called as **“IMPERIAL CASA”** lying and situate on the plot of land admeasuring an area of 9 (Nine) Cottahs 11 (Eleven) Chittacks 10 (Ten) Square Feet be the same a little more or less lying and situate under Mouza - TEGHARIA, J.L. No. 9, R.S. No. 116, Touzi No. 191, R.S. Khatian No. 258, Kri 114/3 and 264, L.R. Khatian No.1914, 1995, R.S./L.R. Dag No. 215, within the local limits of previously Ward No. 7 under Rajarhat - Gopalpur Municipality and now at present Ward No. 6 of the Bidhan Nagar Municipal Corporation, having Holding Address 11, Block A, 149 Tegharia having Assessee Number 20033154671 and Holding Number renumber as AS/148/08 having Holding Address 11, Block A, 148 Tegharia having Assessee Number 20033154669, Road Name : Hatiara Road, under Post Office - Hatiara, Police Station - Rajarhat, Kolkata – 700059 (Previously 700157), District North 24 Parganas with undivided proportionate impartible share of land in relating and liberties and common user of the drain, plumbing and sanitary, fittings and connections and together with vertical overhead underneath supporting and inserting terms and fittings and fixtures and in and/or up on all the main load

bearing, separating and all common walls in and around the said flat TOGETHER WITH usual easements access and liberties, of unobstructed use of the common staircase, lift and the entrance door or passage on the Ground Floor to egress and ingress to the landing to the said flat as well as all access, privileges, facilities as set out in the SCHEDULE hereunder written, TOGETHER WITH the undivided proportionate share of the impartible access, title and interest in the said land and building complex which is butted and bounded as follows:

ON THE NORTH :

ON THE SOUTH :

ON THE EAST :

ON THE WEST :

THE THIRD SCHEDULE ABOVE REFERRED TO

(COMMON ACCESS AND SERVICES OF THE BUILDING)

Common areas and facilities shall mean all those areas, passages and facilities situated outside the net area of the flat, which is necessary for the enjoyment as follows:

1. Main Entrance Gate and Entrance corridors on ground floor and Landing and corridor on each floor, stair-cases with stairways on all the floors of the said building and Stair-case of the building leading towards the vacant roof and stair room on the roof and Common passages from the main entrances on the ground floor leading to the top floor vacant roof of the building.
2. All common services and upon common spaces and undivided proportionate share of land and access, liberties, easement and privileges and appendages and appurtenances to be enjoyed by the Co-owners.
3. Water ways including main Ferule, Pump Room/space, Water pump and motor with corresponding electrical connections, overhead water tank, Semi Underground Reservoir, Septic Tank and all water supply line and plumbing lines.

4. Electric meter space and Common electric meter with corresponding main switch, common main line wirings, Security light in and around the building.
5. Drainages and sewerages and soil lines with pits and master trap within the main land within which the building is situated.
6. Boundary walls and main gate and vacant roof for the purpose of services.
7. Such other common parts, equipment, installations, fixtures, and fittings and open spaces in or about the said building.
8. Roof top of the building with parapet walls, columns, railing and pipes.
9. Vacant space of the ground floor including sitting area.

THE FOURTH SCHEDULE ABOVE REFERRED TO
(COMMON EXPENSES AND EXPENDITURES TO BE PAID BY
EACH OF THE PARTIES)

1. The expenses of maintaining, repairing, redecorating, etc the main structure, roof with parapet wall and/or fittings, cutters and pipes of the building, Motor Pump, water pipes and installations in under and upon the building, boundary wall of the building compound, the cost of cleaning and lighting the passage, landing staircase, other parts of the building which are to be enjoyed and are to be used by other co-owners and/or occupier of the building.
2. All cost of maintenance, operating and replacing Lift, whitewashing, painting, repairing and lighting the common parts, roof and also the other parts of the said building.
3. All charges and deposit for supplies of common utilities.
4. Cost of salaries of caretaker, guard man, sweepers, etc. if any.
5. The taxes and other outgoings save and except those are separately assessed for the respective unit.

THE FIFTH SCHEDULE ABOVE REFERRED TO AMENITIES

1. CCTV Camera Surveillance.
2. Video Door Phone & Intercom System.
3. Entrance Lobby.
4. Automatic MRL Lift.
5. Back-Up Power.
6. Fire Extinguishers with Fire Alaram System in Common Areas.
7. AC Gym.
8. Recreation Room.
9. Rooftop Land Scape Party Area.
10. Kids Play Area.
11. Glass Designed Balcony Railing with Modern Elevation & Lightings.

THE FOURTH SCHEDULE ABOVE REFERRED TO **(Covenants)**

The Purchaser covenants with the Promoter/Developer (which expression includes the body of apartment owners of the Real Estate Project under the West Bengal Apartment Ownership Act, 1972 ("Association"), wherever applicable) and admits and accepts that:

1. Facility Manager/Maintenance-In-Charge: The Promoter and/or its appointed one or more Facility Management Agencies or nominees (Maintenance In-charge/Facility Manager) shall look after the maintenance and administration of the Project until the formation of the Association of the Allottees/Buyers or the Apex Body (register or unregister). Such Maintenance In-charge or Facility Manager is and shall be responsible to provide and maintain essential services in the Project. On its incorporation the Association shall be the Maintenance In-charge. The cost of such maintenance shall be payable by the Purchaser separately to the Maintenance In-charge. In this regard, it is clarified that (1) the Facility Manager shall operate, manage and render specified day to day services with regard to the common areas of the Said Complex (2) the Facility Manager shall levy and collect the common expenses/maintenance charges (3) the Purchaser shall be bound to

pay the common expenses/maintenance charges to the Facility Manager (4) the Facility Manager, being a professional commercial organization, will not be required to render any accounts to the Purchaser and it shall be deemed that the Facility Manager is rendering the services to the Purchaser for commercial considerations (5) the Facility Manager shall merely be the service provider for rendition of services with regard to the common portions and no superior access with regard to the common portions shall vest in the Facility Manager.

2. Purchaser to Mutate and Pay Rates & Taxes: The Purchaser can mutated his/her/their name before the concerned authority and can pay the Municipal/Corporation Tax in respect of his/her/their flat.

3. Purchaser to Pay Common Expenses/ Maintenance Charges: The Purchaser shall pay the Common Expenses/Maintenance Charges, on the basis of the bills to be raised by the Maintenance In-charge/ the Association (upon formation)/the Apex Body (upon formation), such bills being conclusive proof of the liability of the Purchaser in respect thereof. The Purchaser further admits and accepts that (1) the Purchaser shall not claim any deduction or abatement in the bills relating to Common Expenses/Maintenance Charges and (2) the Common Expenses/Maintenance Charges shall be subject to variation from time to time, at the sole discretion of the Promoter/Developer /the Facility Manager/the Association (upon formation)/the Apex Body (upon formation).

4. No Obstruction by Purchaser to Further Construction: Subject to compliance of the applicable laws, the Promoter/Developer shall be entitled to construct further floors on and above the top roof of the Said Wing/Building/Block and/or make other constructions elsewhere on the Said (Complex and/or Whole Project and the Purchaser shall not obstruct or object to the same notwithstanding any inconveniences that may be suffered by the Purchaser due to and arising out of the said construction/developmental activity. The Purchaser also admits and accepts that the Promoter/Developer and/or employees and/or agents and/or contractors of the Promoter/Developer shall be entitled to use and utilize the Common Areas for movement of building materials and for other purposes and the Purchaser shall not raise any objection in any manner whatsoever with regard thereto.

5. Purchaser to Participate in Formation of Association and Apex Body: The Purchaser admits and accepts that the Purchaser and other intending Purchaser of apartments in the Said Complex shall form the Association and the Purchaser shall become a member thereof. Further, the Association shall be bound to form a common maintenance body with all similar associations of building for supervision of maintenance of the facilities common for occupants of the Said Complex (Apex Body). The Purchaser shall bear and pay the proportionate expenses of the Association and the Apex Body and shall acquire and hold membership with voting rights and in this regard the Purchaser shall sign, execute and deliver necessary applications and all other papers, declarations and documents as may be required.

Notwithstanding formation of the Association and the Apex Body, the Facility Manager shall look after the maintenance of the Common Areas. Each apartment owner will be entitled to cast a vote irrespective of his/her/its size of Apartment. The Purchaser further admits and accepts That the

6. Purpose of Use: use the Said Apartment for residential purpose only. Under no circumstances shall the Purchaser use or allow the Said Apartment to be used for commercial, or other non-residential purposes. The Promoter/Developer shall also not use or allow the Said Apartment to be used as a religious establishment, hotel, hostel, boarding house, restaurant, nursing home, club, school or other public gathering place.

7. No Structural Alteration and Prohibited Installations: not alter, modify or in any manner change the structure or any civil construction in the Said Apartment and Appurtenances or the Common Areas or the Said Wing/Building/Block.

8. No Changing Name: not change/alter/modify the names of the Said Wing/Building/Block and the Said Complex from that mentioned in this Conveyance.

9. No Storage: not store or cause to be stored and not place or cause to be placed any goods, articles or things in the Common Areas.

10. No Obstruction of Common Areas: not obstruct pathways and passages or use the same for any purpose other than for ingress to and egress from the Said Apartment and the Said Parking Space, if any.

11. No Signage: not put up or affix any sign board, name plate or other things or other similar articles in the Common Areas or outside walls of the Said Apartment /Said Wing/Building/Block/Said Complex save at the place or places provided therefor provided that this shall not prevent the Purchaser from displaying a standardized name plate outside the main door of the Apartment.

12. No Damage to Common Areas: not damage the Common Areas in any manner and if such damage is caused by the Purchaser and/or family members, invitees or servants of the Purchaser, the Purchaser shall compensate for the same.

INWITNESS WHEREOF the parties hereto set and subscribed their hands and seals on the day, month and year first above written.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF WITNESSES:

1)

**Signature of the LAND OWNERS
Represented by their Constituent Attorney**

2)

Signature of the DEVELOPER

Signature of the PURCHASER

As per instruction of all the parties herein

Drafted & prepared by me:

Advocate

Enrolment No.

MEMO OF CONSIDERATION

Received of and from the with named Purchaser the within mentioned sum of Rs...../= (Rs.) only being the full consideration money of these presents as per Memo below:-

Cheque / D.D	Date	Bank	Branch	Amount
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SIGNED SEALED AND DELIVERED IN THE PRESENCE OF WITNESSES:

1)

2)

DPS NIRMAN PVT. LTD.


Director

SIGNATURE OF THE DEVELOPER