

DEED OF CONVEYANCE

1. **Date :**
2. **Place : Kolkata**
3. **Parties :**
 - 3.1 **PRADIP KUMAR DUTT [PAN : ADVPD5969M], [AADHAAR NO. 594478642449] & [MOBILE NO. 9830030126]**, son of Late Raj Narayan Dutta, by faith - Hindu, by occupation - Business, by nationality - Indian, residing at P-104, Kalindi Housing Estate, P.O. & P.S. Lake Town, Kolkata - 700089, District North 24 Parganas, West Bengal.
 - 3.1.1 **SUTAPA DUTT [PAN : AIKPD8163F], [AADHAAR NO. 448933875313] & [MOBILE NO. 9874768222]**, wife of Pradip Kumar Dutt, by faith - Hindu, by occupation - Business, by nationality - Indian, residing at P-104, Kalindi Housing Estate, P.O. & P.S. Lake Town, Kolkata - 700089, District North 24 Parganas, West Bengal.

The said (1) Pradip Kumar Dutt & (2) Sutapa Dutt, jointly represented by their constituted attorney, **S.P.J. DEVELOPERS [PAN : ABNFS7424A]**, a Partnership Firm, having its Office at Rama Apartment, T-17, Teghoria Main Road, P.O. Hatiara, P.S. Baguiati, Kolkata - 700157, District North 24 Parganas, West Bengal, represented by its Partners namely (1) **SUSANTA BISWAS [PAN : ADQPB4263P], [AADHAR NO. 918140144505] & [MOBILE NO. 9831558732]**, son of Late Panchanan Biswas, presently residing at Shreyashi Apartment, 1st Floor, TM-5/95, Teghoria, NK-76, Nishikanan, P.O. Hatiara, P.S. Baguiati, Kolkata - 700157, District North 24 Parganas, West Bengal, (2) **PRASANTA BISWAS [PAN : AGZPB5190M], [AADHAAR NO. 991233549528] & [MOBILE NO. 9830594392]**, son of Late Panchanan Biswas, residing at TG-3/38, Teghoria, Lichubagan, P.O. Hatiara, P.S. Baguiati, Kolkata - 700157, District North 24 Parganas, West Bengal & (3) **JAYANTA BISWAS [PAN : AKLPB7146H], [AADHAAR NO. 797466640616] & [MOBILE NO. 9073134175]**, son of Late Panchanan Biswas, residing at TG-3/38, Teghoria, Lichubagan, P.O. Hatiara, P.S. Baguiati, Kolkata - 700157, District North 24 Parganas, West Bengal, by executing a Registered Development Powere of Attorney After Registered Development Agreement, which was registered on 12.02.2018, registered in the office of the A.D.S.R. Rajarhat, New Town, and recorded in Book No. I, Volume No. 1523-2018, Pages 65872 to 65895, being Deed No. 152301626 for the year 2018.

Hereinafter jointly called and referred to as the **"LANDOWNERS/VENDORS"** (which expression shall unless excluded by or repugnant to the context be deemed to mean and include their heirs,

S.P.J. DEVELOPERS

Jayanta Biswas

Partner

executors, administrators, representatives and assigns) of the **FIRST PART.**

AND

3.2

..... **[PAN.]**,
[AADHAAR NO.] & **[MOBILE NO.]**,
 son/wife/daughter of
, by faith -, by
 occupation -, by nationality - Indian, residing at
, P.O.
, P.S., District -, Pin -
, State -

Hereinafter called and referred to as the **"PURCHASER"** (which terms and expression shall unless excluded by or repugnant to the context be deemed to mean and include his/her heirs, executors, administrators, representatives and assigns) of the **SECOND PART.**

AND

3.3

S.P.J. DEVELOPERS [PAN : ABNFS7424A], a Partnership Firm, having its Office at Rama Apartment, T-17, Teghoria Main Road, P.O. Hatiara, P.S. Baguiati, Kolkata - 700157, District North 24 Parganas, West Bengal, represented by its Partners namely (1) **SUSANTA BISWAS [PAN : ADQPB4263P], [AADHAR NO. 918140144505] & [MOBILE NO. 9831558732]**, son of Late Panchanan Biswas, by faith - Hindu, by occupation - Business, by nationality - Indian, presently residing at Shreyashi Apartment, 1st Floor, TM-5/95, Teghoria, NK-76, Nishikanan, P.O. Hatiara, P.S. Baguiati, Kolkata - 700157, District North 24 Parganas, West Bengal, (2) **PRASANTA BISWAS [PAN : AGZPB5190M], [AADHAAR NO. 991233549528] & [MOBILE NO. 9830594392]**, son of Late Panchanan Biswas, by faith - Hindu, by occupation - Business, by nationality - Indian, residing at TG-3/38, Teghoria, Lichubagan, P.O. Hatiara, P.S. Baguiati, Kolkata - 700157, District North 24 Parganas, West Bengal & (3) **JAYANTA BISWAS [PAN : AKLPB7146H], [AADHAAR NO. 797466640616] & [MOBILE NO. 9073134175]**, son of Late Panchanan Biswas, by faith - Hindu, by occupation - Business, by nationality - Indian, residing at TG-3/38, Teghoria, Lichubagan, P.O. Hatiara, P.S. Baguiati, Kolkata - 700157, District North 24 Parganas, West Bengal.

Hereinafter called and referred to as the **"DEVELOPER"** (which terms and expression shall unless excluded by or repugnant to the context be deemed to mean and include its/their heirs, executors, administrators, representatives and assigns) of the **THIRD PART.**

S.P.J. DEVELOPERS

Jayanta Biswas

Partner

deemed to mean and include its/their heirs, executors, administrators, representatives and assigns) of the **THIRD PART**.

Landowners/Vendors, Purchaser/s and the Developer/Confirming Party collectively Parties and individually Party.

NOW THIS DEED OF CONVEYANCE WITNESSETH AS FOLLOWS :-

4. Subject Matter of Conveyance :

4.1 Transfer of Said Flat & Appurtenances :

4.1.1 Said Flat/Said Property : ALL THAT piece and parcel of one independent residential flat, being **Flat No. '.....'**, on the **Floor**, **Side**, in '**Block-**', measuring **(.....) Square Feet be the same a little more or less of super built up area**, lying and situate in the building/complex namely "**DURGA FLORENCE** " situated at Municipal Holding No. AS/669/11/11, Block-H (under Bidhannagar Municipal Corporation), being Premises No. TG-2/1, Teghoria Main Road (Teghoria), Lichu Bagan, P.O. Hatiara, P.S. Baguiati, Kolkata - 700157, District North 24 Parganas, West Bengal, 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 hereunder written. **[SOLD PROPERTY/SAID PROPERTY]**.

5. BACKGROUND, REPRESENTATIONS, WARRANTIES AND COVENANTS

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5.1 Representations and Warranties Regarding Title : The Landowners/Vendors and the Developer/Confirming Party have made the following representation and given the following warranty to the Purchasers regarding title.

5.1.1 CHAIN AND TITLE REGARDING ABSOLUTE JOINT OWNERSHIP OF (1) PRADIP KUMAR DUTT & (2) SUTAPA DUTT, LANDOWNERS HEREIN, IN RESPECT OF THE FIRST SCHEDULE PROPERTY, AS IS FOLLOWS

:

5.1.1.1 Absolute Recorded Ownership of Pramila Bala Mondal : One Pramila Bala Mondal was the absolute recorded owner of Bastu land measuring

15.50 (Fifteen Point Five Zero) Decimals more or less out of the total land in dag measuring 28 (Twenty Eight) Decimals more or less, comprised in C.S. Dag No. 502, R.S. Dag No. 488, under C.S. Khatian No. 122, R.S. Khatian No. 118, in Mouza - Teghoria, J.L. No. 9, Re. Sa. No. 116, Pargana - Kalikata, P.S. Rajarhat, in the District North 24 Parganas.

- 5.1.1.2 **Sale by Pramila Bala Mondal to Surath Mondal @ Surath Chandra Mondal** : The said Pramila Bala Mondal out of her aforesaid total ownership, sold, transferred and conveyed a plot of land measuring 7 (Seven) Decimals more or less out of the aforesaid land measuring 15.50 (Fifteen Point Five Zero) Decimals more or less, comprised in C.S. Dag No. 502, R.S. Dag No. 488, under C.S. Khatian No. 122, R.S. Khatian No. 118, in Mouza - Teghoria, J.L. No. 9, Re. Sa. No. 116, Pargana - Kalikata, P.S. Rajarhat, in the District North 24 Parganas, to one Surath Mondal @ Surath Chandra Mondal, by the strength of a Registered Deed of Conveyance, registered on 07.05.1968, registered in the office of the Sub-Registrar, Cossipore Dum Dum, and recorded in Book No. I, Volume No. 63, Pages 72 to 74, being Deed No. 4022 for the year 1968.
- 5.1.1.3 **Again Purchase by Surath Mondal @ Surath Chandra Mondal from Janaki Nath Mondal** : The said Surath Mondal @ Surath Chandra Mondal again purchased a plot of land measuring 5 (Five) Decimals more or less, comprised in C.S. Dag No. 502, R.S. Dag No. 488, under C.S. Khatian No. 122, R.S. Khatian No. 118, L.R. Khatian No. 157 (in the name of Janaki Nath Mondal), in Mouza - Teghoria, J.L. No. 9, Re. Sa. No. 116, Pargana - Kalikata, P.S. Rajarhat, in the District North 24 Parganas, from one Janaki Nath Mondal, by the strength of a Registered Deed of Conveyance, registered on 07.05.1968, registered in the office of the Sub-Registrar, Cossipore Dum Dum, and recorded in Book No. I, Volume No. 58, Pages 54 to 56, being Deed No. 4026 for the year 1968.
- 5.1.1.4 **L.R. Record** : After purchasing the aforesaid properties, the said Surath Mondal @ Surath Chandra Mondal duly recorded his name in the record of the L.R. Settlement in L.R. Khatian No. 511.
- 5.1.1.5 **Absolute Ownership of Surath Mondal @ Surath Chandra Mondal under (1) Deed No. 4022 for the year 1968 & (2) Deed No. 4026 for the year 1968** : Thus on the basis of the aforementioned two Registered Deeds of Conveyance, bearing (1) Deed No. 4022 for the year 1968 & (2) Deed No. 4026 for the year 1968, the said Surath Mondal @ Surath Chandra Mondal, became the absolute owner of land measuring 12 (Twelve) Decimals more or less, comprised in C.S. Dag No. 502, R.S./L.R. Dag No. 488, under C.S. Khatian No. 122, R.S. Khatian No. 118, L.R. Khatian No. 511 (in the name of Surath Mondal @ Surath Chandra Mondal), in Mouza - Teghoria, J.L. No. 9, Re. Sa. No. 116, Pargana - Kalikata, P.S. Rajarhat, in the District North 24 Parganas.
- 5.1.1.6 **Sale by the said Surath Mondal @ Surath Chandra Mondal to Kamal Krishna Roy** : The said Surath Mondal @ Surath Chandra Mondal out of his aforesaid total ownership, sold, transferred and conveyed a plot of

land measuring 3 (Three) Cottahs 10 (Ten) Chittacks 2 (Two) sq.ft. more or less out of his aforesaid total land measuring 12 (Twelve) Decimals more or less, comprised in C.S. Dag No. 502, R.S./L.R. Dag No. 488, under C.S. Khatian No. 122, R.S. Khatian No. 118, L.R. Khatian No. 511, in Mouza - Teghoria, J.L. No. 9, Re. Sa. No. 116, Pargana - Kalikata, P.S. Rajarhat, in the District North 24 Parganas, to one Kamal Krishna Roy, by the strength of a Registered Deed of Conveyance, registered on 02.08.1974, registered in the office of the Sub-Registrar, Cossipore Dum Dum, and recorded in Book No. I, Volume No. 108, Pages 171 to 175, being Deed No. 6358 for the year 1974.

- 5.1.1.7 **Absolute Ownership of Kamal Krishna Roy under Deed No. 6358 for the year 1974 :** Thus on the basis of the aforementioned Registered Deed of Conveyance, bearing Deed No. 6358 for the year 1974, the said Kamal Krishna Roy, became the absolute owner of the aforesaid plot of Bastu land measuring 3 (Three) Cottahs 10 (Ten) Chittacks 2 (Two) sq.ft. more or less, comprised in C.S. Dag No. 502, R.S./L.R. Dag No. 488, under C.S. Khatian No. 122, R.S. Khatian No. 118, L.R. Khatian No. 511, in Mouza - Teghoria, J.L. No. 9, Re. Sa. No. 116, Pargana - Kalikata, P.S. Rajarhat, in the District North 24 Parganas.
- 5.1.1.8 **L.R. Record :** After having absolute ownership and absolute possession over the aforesaid purchased plot of land, the said Kamal Krishna Roy, duly recorded his name in the record of the L.R. Settlement in L.R. Khatian No. 82.
- 5.1.1.9 **Demise of Kamal Krishna Roy :** While in absolute possession and ownership over the aforesaid property, the said Kamal Krishna Roy died intestate on 24.06.1980, leaving behind his wife namely Usha Rani Roy, two sons namely (1) Sailen Roy & (2) Netai Chandra Roy, and four daughters namely (1) Kalpana Das, wife of Adhir handra Das, (2) Alpana Das, wife of Kamal Kanta Das, (3) Aparna Santra, wife of Gobinda Santra & (4) Minati Paul, wife of Biswanath Paul, as his heirs and successors in interest in respect of the aforesaid property, left by the said Kamal Krishna Roy, since deceased.
- 5.1.1.10 **Absolute Joint Ownership of (1) Usha Rani Roy, (2) Sailen Roy, (3) Netai Chandra Roy, (4) Kalpana Das, (5) Alpana Das, (6) Aparna Santra & (7) Minati Paul :** Thus on the basis of the aforementioned facts and circumstances, the said (1) Usha Rani Roy, (2) Sailen Roy, (3) Netai Chandra Roy, (4) Kalpana Das, (5) Alpana Das, (6) Aparna Santra & (7) Minati Paul, successors of deceased, Kamal Krishna Roy, became the absolute joint owners of the aforesaid plot of land measuring 3 (Three) Cottahs 10 (Ten) Chittacks 2 (Two) sq.ft. more or less, comprised in C.S. Dag No. 502, R.S./L.R. Dag No. 488, under C.S. Khatian No. 122, R.S. Khatian No. 118, L.R. Khatian No. 82, in Mouza - Teghoria, J.L. No. 9, Re. Sa. No. 116, Pargana - Kalikata, P.S. Rajarhat, in the District North 24 Parganas.

- 5.1.1.11 **Record by Usha Rani Roy & 6 Others :** The said (1) Usha Rani Roy, (2) Sailen Roy, (3) Netai Chandra Roy, (4) Kalpana Das, (5) Alpana Das, (6) Aparna Santra & (7) Minati Paul duly recorded their names in the record of the concerned Rajarhat Gopalpur Municipality, having Holding No. AS/669/50/10-11 in Ward No. 11, in respect of the aforesaid plot of land.
- 5.1.1.12 **Joint Sale by the said (1) Usha Rani Roy, (2) Sailen Roy, (3) Netai Chandra Roy, (4) Kalpana Das, (5) Alpana Das, (6) Aparna Santra & (7) Minati Paul to (1) Gobindo Ghosh & (2) Santana Ghosh :** The said (1) Usha Rani Roy, (2) Sailen Roy, (3) Netai Chandra Roy, (4) Kalpana Das, (5) Alpana Das, (6) Aparna Santra & (7) Minati Paul, jointly sold, transferred and conveyed the aforesaid plot of land measuring 3 (Three) Cottahs 10 (Ten) Chittacks 2 (Two) sq.ft. more or less, comprised in C.S. Dag No. 502, R.S./L.R. Dag No. 488, under C.S. Khatian No. 122, R.S. Khatian No. 118, L.R. Khatian No. 82, in Mouza - Teghoria, J.L. No. 9, Re. Sa. No. 116, Pargana - Kalikata, P.S. formerly Rajarhat now Baguiati, within the local limit of Rajarhat Gopalpur Municipality, having Holding No. AS/669/50/10-11 in Ward No. 11, in the District North 24 Parganas, to one (1) Gobindo Ghosh, son of Late Gopal Chandra Ghosh & (2) Santana Ghosh, wife of Gobindo Ghosh, by the strength of a Registered Deed of Conveyance, registered on 17.04.2012, registered in the office of the District Sub-Registrar-II, North 24 Parganas at Barasat, and recorded in Book No. I, CD Volume No. 17, Pages 675 to 692, being Deed No. 05370 for the year 2012.
- 5.1.1.13 **Absolute Joint Ownership of (1) Gobindo Ghosh & (2) Santana Ghosh under Deed No. 05370 for the year 2012 :** Thus on the basis of the aforementioned Registered Deed of Conveyance, bearing Deed No. 05370 for the year 2012, the said (1) Gobindo Ghosh & (2) Santana Ghosh, became the absolute joint owners of the aforesaid plot of Bastu land measuring 3 (Three) Cottahs 10 (Ten) Chittacks 2 (Two) sq.ft. more or less, comprised in C.S. Dag No. 502, R.S./L.R. Dag No. 488, under C.S. Khatian No. 122, R.S. Khatian No. 118, L.R. Khatian No. 82, in Mouza - Teghoria, J.L. No. 9, Re. Sa. No. 116, Pargana - Kalikata, P.S. formerly Rajarhat now Baguiati, within the local limit of Rajarhat Gopalpur Municipality, having Holding No. AS/669/50/10-11 in Ward No. 11, in the District North 24 Parganas.
- 5.1.1.14 **L.R. Record & Municipal Record :** After having absolute ownership and possession over the aforesaid plot of land, the said (1) Gobindo Ghosh & (2) Santana Ghosh duly recorded their names in the record of the L.R. Settlement, as follows :

<u>Name</u>	<u>L.R. Khatian No.</u>
Gobindo Ghosh	1181
Santana Ghosh	1182

The said (1) Gobindo Ghosh & (2) Santana Ghosh also jointly recorded their names in the record of the concerned Rajarhat Gopalpur Municipality, having Holding No. AS/669/50/Bl-H/12-13, in Ward No.

11, and thereafter they also recorded their names in the record of the concerned Bidhannagar Municipal Corporation, having Holding No. BMC-AS/669/50/Bl-H, in Ward No. 11.

- 5.1.1.15 **Joint Sale by (1) Gobindo Ghosh & (2) Santana Ghosh to the present Owners, (1) Pradip Kumar Dutt & (2) Sutapa Dutt** : The said (1) Gobindo Ghosh & (2) Santana Ghosh, jointly sold, transferred and conveyed the aforesaid plot of Bastu land measuring 3 (Three) Cottahs 10 (Ten) Chittacks 2 (Two) sq.ft. more or less, comprised in C.S. Dag No. 502, R.S./L.R. Dag No. 488, under C.S. Khatian No. 122, R.S. Khatian No. 118, L.R. Khatian No. 82 corresponding to L.R. Khatian Nos. 1181 & 1182, in Mouza - Teghoria, J.L. No. 9, Re. Sa. No. 116, Pargana - Kalikata, P.S. formerly Rajarhat now Baguiati, within the local limit of formerly Rajarhat Gopalpur Municipality, having Holding No. AS/669/50/Bl-H/12-13, in Ward No. 11, presently within the local limit of Bidhannagar Municipal Corporation, having Holding No. BMC-AS/669/50/Bl-H, in Ward No. 11, in the District North 24 Parganas, to the present owners, (1) Pradip Kumar Dutt & (2) Sutapa Dutt, by the strength of a Registered Deed of Conveyance, which was executed on 29.12.2016, registered on 30.12.2016, registered in the office of the A.D.S.R. Rajarhat, New Town, and recorded in Book No. I, Volume No. 1523-2017, Pages 1956 to 1977, being Deed No. 152312835 for the year 2016.
- 5.1.1.16 **Absolute Joint Ownership of (1) Pradip Kumar Dutt & (2) Sutapa Dutt under Deed No. 152312835 for the year 2016** : Thus on the basis of the aforementioned Registered Deed of Conveyance, bearing Deed No. 152312835 for the year 2016, the said (1) **Pradip Kumar Dutt** & (2) **Sutapa Dutt**, Landowners herein, became the absolute joint owners of **ALL THAT** piece and parcel of a demarcated plot of Bastu land measuring **3 (Three) Cottahs 10 (Ten) Chittacks 2 (Two) sq.ft. be the same a little more or less**, comprised in C.S. Dag No. 502, **R.S./L.R. Dag No. 488**, under **R.S. Khatian No. 118**, L.R. Khatian No. 82 corresponding to **L.R. Khatian Nos. 1181 & 1182**, lying and situate at **Mouza - Teghoria**, J.L. No. 9, Re. Sa. No. 116, Pargana - Kalikata, P.S. formerly Rajarhat now Baguiati, A.D.S.R.O. formerly Bidhannagar, Salt Lake City now Rajarhat, New Town, within the local limit of formerly Rajarhat Gopalpur Municipality, having Holding No. AS/669/50/Bl-H/12-13, in Ward No. 11, presently within the local limit of Bidhannagar Municipal Corporation, having Holding No. BMC-AS/669/50/Bl-H, in Ward No. 11 [Teghoria Main Road (Teghoria), Lichu Bagan, P.O. Hatiara, Kolkata - 700 157], in the District North 24 Parganas, and morefully described in the First Schedule hereunder written.

5.1.2 **REGISTERED DEVELOPMENT AGREEMENTS :**

- 5.1.2.1 **Registered Development Agreement** : The said (1) Pradip Kumar Dutt & (2) Sutapa Dutt, Landowners herein, jointly entered into a Registered Development Agreement with the present Developer, S.P.J. Developers, for developing their aforesaid plot of land with some terms and conditions as

mentioned in the said Registered Development Agreement. The said Development Agreement was registered on 12.02.2018, registered in the office of the A.D.S.R. Rajarhat, New Town, and recorded in Book No. I, Volume No. 1523-2018, Pages 65473 to 65517, being Deed No. 152301622 for the year 2018.

- 5.1.2.2 **Registered Development Power of Attorney After Registered Development Agreement :** On the basis of the said Registered Development Agreement, the said (1) Pradip Kumar Dutt & (2) Sutapa Dutt, Landowners herein, also jointly executed a Registered Development Power of Attorney After Registered Development Agreement, wherein, the said (1) Pradip Kumar Dutt & (2) Sutapa Dutt, Landowners herein, jointly appointed and nominated one (1) Susanta Biswas, (2) Prasanta Biswas & (3) Jayanta Biswas, all sons of Late Panchanan Biswas, Partners of S.P.J. Developers, Developer herein, as their constituted attorney, with power to sale, transfer and convey the units under purview of Developer's Allocation. The said Registered Development Power of Attorney After Registered Development Agreement was registered on 12.02.2018, registered in the office of the A.D.S.R. Rajarhat, New Town, and recorded in Book No. I, Volume No. 1523-2018, Pages 65872 to 65895, being Deed No. 152301626 for the year 2018.

5.1.3 **L.R. & MUNICIPAL RECORDS :**

- 5.1.3.1 **L.R. & Municipal Records :** After execution of the said Registered Development Agreement and Registered Development Power of Attorney, the said (1) Pradip Kumar Dutt & (2) Sutapa Dutt, Landowners herein, duly recorded their names in the record of the L.R. Settlement, as under :

<u>Name of the Owner</u>	<u>L.R. Khatian No.</u>
Pradip Kumar Dutt	1590
Sutapa Dutt	1591

It is also to be mentioned here that the said (1) Pradip Kumar Dutt & (2) Sutapa Dutt, Landowners herein, also jointly recorded and mutated their names in the record of the concerned Bidhannagar Municipal Corporation, having Holding No. AS/669/11/11, Block-H, in Ward No. 11, having Assessee No. 200331122083, being Premises No. TG-2/1, Teghoria Main Road (Teghoria), Lichu Bagan, P.S. Baguiati, Kolkata - 700157, District North 24 Parganas.

5.1.4 **REGISTERED DEED OF GIFTED EXECUTED BY THE SAID (1) PRADIP KUMAR DUTT & (2) SUTAPA DUTT IN FAVOUR OF BIDHANNAGAR MUNICIPAL CORPORATION :**

- 5.1.4.1 **Registered Deed of Gift Executed by the said (1) Pradip Kumar Dutt & (2) Sutapa Dutt in favour of Bidhannagar Municipal Corporation AND Remaining Ownership of (1) Pradip Kumar Dutt & (2) Sutapa Dutt after Gift :** For widening the existing Municipal Record (Eastern Side) of the schedule property, the said (1) Pradip Kumar Dutt & (2) Sutapa Dutt,

jointly gifted a plot of land measuring 284 (Two Hundred Eighty Four) sq.ft. more or less equivalent to land measuring 0 (Zero) Cottah 6 (Six) Chittacks 14 (Fourteen) sq.ft. more or less out of their aforesaid total plot of land measuring 3 (Three) Cottahs 10 (Ten) Chittacks 2 (Two) sq.ft. be the same a little more or less, in favour of the concerned Bidhannagar Municipal Corporation, by executing a Registered Deed of Gift, which was registered on 18.08.2021, registered in the office of the A.D.S.R. Rajarhat, New Town, and recorded in Book No. I, Volume No. 1523-2021, Pages 415559 to 415578, being Deed No. 152309872 for the year 2021.

After gifting the aforesaid plot of land, the said (1) Pradip Kumar Dutt & (2) Sutapa Dutt, Landowners herein, became the absolute joint owners of the rest of the land measuring 3 (Three) Cottahs 3 (Three) Chittacks 33 (Thirty Three) sq.ft. more or less.

5.1.5 **SANCTION OF BUILDING PLAN & CONSTRUCTION OF BUILDING :**

5.1.5.1 **Sanction of Building Plan :** The said S.P.J. Developers, Developer herein, sanctioned a building plan on the said plot of land and which is morefully described in the First Schedule hereunder written, from the concerned Bidhannagar Municipal Corporation, vide Building Permit No./Sanctioned Building Plan No. SWS-OBPAS/2019/2022/0151 dated

5.1.5.2 **Construction of Building :** In accordance with the said sanctioned building plan, the said S.P.J. Developers, Developer herein, constructing a G+III storied building namely **“DURGA FLORENCE”**, on the said plot of land and which is morefully described in the First Schedule hereunder written.

5.1.5 **DESIRE OF PURCHASE & ACCEPTANCE AND CONSIDERATION :**

5.1.5.1 **Desire of Purchaser/s for purchasing a Flat from Developer's Allocation :** The Purchaser/s herein perused and inspected Title Deed/s, Registered Development Agreement, Registered Development 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 himself/herself in regards thereto and approached to the said S.P.J. Developers, Developer herein, to purchase **ALL THAT** piece and parcel of one independent residential flat, being **Flat No. ‘.....’,** on the **Floor,** **Side,** in **‘Block-’,** measuring (**.....**) **Square Feet be the same a little more or less of super built up area,** lying and situate in the building/complex namely **“DURGA FLORENCE”** situated at

Municipal Holding No. AS/669/11/11, Block-H (under Bidhannagar Municipal Corporation), being Premises No. TG-2/1, Teghoria Main Road (Teghoria), Lichu Bagan, P.O. Hatiara, P.S. Baguiati, Kolkata - 700157, District North 24 Parganas, West Bengal, morefully described in the Second Schedule hereunder written, lying and situate on the said plot of land, which is morefully described in the First Schedule hereunder written, together with undivided proportionate share of land, common areas, common amenities and common facilities of the said property, lying in the said building from Developer's Allocation [**Hereinafter called and referred to as the SAID FLAT/SAID PROPERTY**].

5.1.5.2 **Acceptance by Developer** : The said S.P.J. Developers, Developer/Confirming Party herein accepted the aforesaid proposal of the Purchasers herein and agreed to sell the **SAID FLAT/SAID PROPERTY**, which is morefully described in the Second Schedule hereunder written, together with land share and share in common portion.

5.1.5.3 **Consideration** : The total sale consideration of the **SAID FLAT/SAID PROPERTY** is **Rs..... (Rupees)** only, subsequently the Purchasers herein already paid the same to the said S.P.J. Developers, Developer/Confirming Party herein as per memo attached herewith.

5.1.6 **LAND SHARE & SHARE IN COMMON PORTIONS :**

5.1.6.1 **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 Part-I of the Third 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.

5.1.6.2 **Share In Common Portions** : Undivided, impartible, proportionate and variable share and/or interest in the common areas, amenities and facilities of the Said Building/Complex is attributable to the Said Flat (**Share In Common Portions**), the said common areas, amenities and facilities being described in the Part-II of the Third 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.

6. **REPRESENTATIONS, WARRANTIES AND COVENANTS REGARDING ENCUMBRANCES** : The Landowners/Vendors and Developer/Confirming Party represent, warrant and covenant regarding encumbrances as follows :

- 6.1 **No Acquisition/Requisition** : The Landowners/Vendors and Developer/Confirming Party 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 building/complex is lying and declare that the Said Flat is not affected by any scheme of the concerned authority/authorities or Government or any Statutory Body.
- 6.1.1 **No Encumbrance** : The Landowners/Vendors and Developer/Confirming Party 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 right of easement, whereby the Said Flat or any part thereof can or may be impeached, encumbered or affected in title.
- 6.1.2 **Right, Power and Authority to Sell** : The Landowners/Vendors and Developer/Confirming Party have good right, full power, absolute authority and indefeasible title to grant, sell, convey, transfer, assign and assure the Said Flat to the Purchasers herein.
- 6.1.3 **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 realisation of any taxes from the Landowners/Vendors and the Developer/Confirming Party herein.
- 6.1.4 **No Mortgage** : No mortgage or charge has been created by the Landowners/Vendors and the Developer/Confirming Party in respect of the Said Flat or any part thereof.
- 6.1.5 **No Personal Guarantee** : The Said Flat is not affected by or subject to any personal guarantee for securing any financial accommodation.

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

7. **BASIC UNDERSTANDING :**

- 7.1 **Agreement to Sell and Purchase :** The Purchaser/s herein has/have approached to the Developer/Confirming Party and the Landowners/Vendors and offered to purchase the **SAID FLAT/SAID PROPERTY**, which is morefully described in the Second Schedule hereunder written, and the Purchasers based on the representations, warranties and covenants mentioned hereinabove (collectively Representations), have agreed to purchase the Said Flat/Said Property from the Developer/Confirming Party and Landowners/Vendors herein through Developer's Allocation, and in this regard, an Agreement for Sale has already been executed in between the parties herein in respect of the said flat/said property on

8. **TRANSFER :**

- 8.1 **Hereby Made :** The Developer/Confirming Party and Landowners/Vendors hereby sell, convey and transfer the Purchasers the entirety of their right, title and interest of whatsoever or howsoever nature in the **SAID FLAT/SAID PROPERTY**, which is morefully described in the Second Schedule hereinafter written, together with proportionate undivided share of land morefully described in the Part-I of the Third Schedule (**said land share**) and also together with all easement rights for egress and ingress of all common spaces, amenities and facilities (**said common portion**) in the said building/complex, described and referred in the Part-II of the Third Schedule hereinafter written.

- 8.1.1 **Consideration :** The aforesaid transfer is being made in consideration of a sum of **Rs..... (Rupees)** only paid by the Purchasers to the Developer/Confirming Party herein, receipts of which the Developer/Confirming Party hereby and by the Memo and Receipts hereunder written admit and acknowledge.

9. **TERMS OF TRANSFER :**

- 9.1 **Salient Terms :** The transfer being effected by this Conveyance is :
- 9.1.1 **Sale :** A sale within the meaning of the Transfer of Property Act, 1882.
- 9.1.2 **Absolute :** Absolute, irreversible and perpetual.
- 9.1.3 **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.
- 9.2 **SUBJECT TO :** The transfer being effected by this Conveyance is subject to :
- 9.2.1 **Indemnification :** Indemnification by the Landowners/Vendors and Developer/Confirming Party about the correctness of their title and authority to sell and this Conveyance is being accepted by the Purchasers on such express indemnification by the Landowners/Vendors and Developer/Confirming Party about the correctness of their title and the representation and authority to sell, which if found defective or untrue at any time, the Landowners/Vendors and Developer/Confirming Party shall at their cost forthwith take all necessary steps to remove and/or rectify.
- 9.2.2 **Transfer of Property Act :** All obligations and duties of Landowners/Vendors and Developer/Confirming Party and the Purchasers as provided in the Transfer of Property Act, 1882, save as contracted to the contrary hereunder.
- 9.2.3 **Delivery of Possession :** Khas, vacant and peaceful possession of the Said Flat has been handed over by the Landowners/Vendors and Developer/Confirming Party to the Purchasers, which the Purchasers admit, acknowledge and accept.
- 9.2.4 **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 Landowners/Vendors and Developer/Confirming Party with regard to which the Landowners/Vendors and Developer/Confirming Party hereby indemnify and agree to keep the Purchasers fully and comprehensively saved, harmless and indemnified.

- 9.2.5 **Holding Possession** : The Landowners/Vendors and Developer/Confirming Party hereby covenant that the Purchasers and 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, use and enjoy the Said Flat and every part thereof and receive rents, issues and profits thereof and all other benefits, rights and properties hereby granted, sold, conveyed, transferred, assigned and assured or expressed or intended so to be unto and to the Purchasers, without any lawful eviction, hindrance, interruption, disturbance, claim or demand whatsoever from or by the Landowners/Vendors and Developer/Confirming Party or any person or persons lawfully or equitably claiming any right or estate therein from under or in trust from the Landowners/Vendors and Developer/Confirming Party.
- 9.2.6 **No Objection to Mutation** : The Landowners/Vendors and Developer/Confirming Party declare that the Purchasers can fully be entitled to mutate their names in the record of the concerned authority/authorities and to pay tax or taxes and all other impositions in their own names. The Landowners/Vendors and Developer/Confirming Party undertake to co-operate with the Purchasers in all respect to cause mutation of the Said Flat in the name of the Purchasers and in this regard shall sign all documents and papers as required by the Purchasers.
- 9.2.7 **Further Acts** : The Landowners/Vendors and Developer/Confirming Party hereby covenant that the Landowners/Vendors and Developer/Confirming Party 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 Landowners/Vendors and Developer/Confirming Party and/or 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
[Description of Amalgamated Plot of Land & Premises]

ALL THAT piece and parcel of Bastu land measuring **3 (Three) Cottahs 10 (Ten) Chittacks 2 (Two) sq.ft. be the same a little more or less [but after gift to the Bidhannagar Municipal Corporation, the measurement of the said land is 3 (Three) Cottahs 3 (Three) Chittacks 33 (Thirty Three) sq.ft. more or less]**, lying and situate at **Mouza - Teghoria**, J.L. No. 9, Re. Sa. No. 116, Pargana - Kalikata, P.S. formerly Rajarhat now Baguiati, comprised in C.S. Dag No. 502, **R.S. Dag No. 488, L.R. Dag No. 488**, under C.S. Khatian No. 122, **R.S. Khatian No. 118**, L.R. Khatian No. 82 corresponding to L.R. Khatian Nos. 1181 & 1182 corresponding to **L.R. Khatian Nos. 1590 (in the name of Pradip Kumar Dutt, Landowner herein) & 1591 (in the name of Sutapa Dutt, Landowner herein)**, A.D.S.R.O. formerly Bidhannagar, Salt Lake City now Rajarhat, New Town, within the local limit of formerly Rajarhat Gopalpur Municipality, having Holding No. AS/669/50/BI-H/12-13, in Ward No. 11, presently within the local limit of Bidhannagar Municipal Corporation, having Holding No. BMC-AS/669/50/BI-H, in Ward No. 11 [in the name of previous owners namely (1) Gobindo Ghosh & (2) Santana Ghosh (as described in Clause No. 5.1.1.14)], presently Municipal Holding Number of Bidhannagar Municipal Corporation is AS/669/11/11, Block-H, in Ward No. 11, having Assessee No. 200331122083 [in the name of the present owners, (1) Pradip Kumar Dutt & (2) Sutapa Dutt], being Premises No. TG-2/1, Teghoria Main Road (Teghoria), Lichu Bagan, P.O. Hatiara, Kolkata - 700157, in the District North 24 Parganas, in the State of West Bengal. The land is butted and bounded as follows :-

ON THE NORTH	:	Teghoria Bayam Samity.
ON THE SOUTH	:	Property of Nimai Das.
ON THE EAST	:	 ft. Wide Road [Teghoria Main Road (Teghoria)].
ON THE WEST	:	Land of Janaki Mondal & Others.

THE SECOND SCHEDULE ABOVE REFERRED TO
[Description of Flat]
[Sold Property/Said Property]

ALL THAT piece and parcel of one independent and complete Tiles flooring residential flat, being **Flat No. '.....', on the Floor, Side**, measuring **Square Feet be the same a little more or less of super built up area**, consisting Bed Rooms, One Drawing-cum-Dining, One Kitchen, Toilets & Balcony, lying and situate in the said building namely **"DURGA FLORENCE"**, situated at Municipal Holding No. AS/669/11/11, Block-H (under Bidhannagar Municipal Corporation), being Premises No. TG-2/1, Teghoria Main Road (Teghoria), Lichu Bagan, P.O. Hatiara, P.S. Baguiati, Kolkata - 700157, District North 24 Parganas, West Bengal, lying and situated on the said plot of land, which is morefully described in the First

Schedule hereinbefore written, together with undivided proportionate share of land, common areas, common amenities, common facilities of the said flat, lying in the said building. A Floor Plan of the said flat is enclosed herewith and the said floor plan is/will be treated as part and parcel of this present Deed of Conveyance.

THE THIRD SCHEDULE ABOVE REFERRED TO

[Common Portions]

Building Level :

- :: Lobbies on all floors and staircase of the Said Building.
- :: Lift machine room and lift well of the Said Building.
- :: Water reservoirs/tanks of the Said Building.
- :: Water supply, pipeline in the Said Building (save those inside any Unit).
- :: Drainage and sewage pipeline in the Said Building (save those inside any Unit).
- :: Wiring, fittings and accessories for lighting of lobbies, staircase and other common portions of the Said Building.
- :: Space for Electricity meters.
- :: Ultimate roof of the building will be treated as common space.

THE FOURTH SCHEDULE ABOVE REFERRED TO

[Specifications]

1. STRUCTURE : Building designed with R.C.C. Frame structure which rest on individual column, design approved by the competent authority.
2. EXTERNAL WALL : 8" thick brick wall and plastered with cement mortar.
3. INTERNAL WALL : 3" thick brick wall and plastered with cement mortar.
4. FLOORING : Flooring is of flat will be of Floor Tiles.
5. BATH ROOM : Bath room fitted upto 5'-6" height with glazed tiles of standard brand.
6. KITCHEN : Cooking platform and sink will be of Black stone 3' height standard tiles above the platform to protect the oil spot.
7. TOILET : European type commode with standard P.V.C. Cistern. All fittings are in standard type. One wash hand basin is in dining space.
8. DOORS : Sal Wood Frame. All doors including Main Door & Other door pilla of the flat of flash door.
9. WINDOWS : Alluminium Sliding.
10. WATER SUPPLY : Water supply around the clock is assured for which necessary submartible pump/deep tube well will be installed.

11. PLUMBING : Toilet concealed wiring with PVC Pipe with two bibcock, one shower each in toilet, all fittings are standard quality.
12. LIFT : Four/Five persons capacity lift will be provided.

ELECTRICAL WORKS :

1. Full concealed wiring with copper conduit.
2. In Bed Room : Two light points, only one 5 amp. plug point, one fan point.
3. Living/Dining Room : Two light points, One Fan point, one 5 amp. plug, one 15 amp. plug (as per required area).
4. Kitchen : One light point, one exhaust fan point and one 15 amp. plug point & one Acquaguard Point.
5. Toilet : One light point, one 15 amp. plug point, one exhaust fan point.
6. One light point at main entrance.
7. Calling Bell : One calling bell point at the main entrance.

PAINTING :

- a) Inside wall of the flat will be finished with plaster of paris/putty and external wall with super snowcem or equivalent.
- b) All door and windows frame painted with two coats white primer.

EXTRA WORK : Any work other then specified above would be regarded as extra work for which separate payment is required.

THE FIFTH SCHEDULE ABOVE REFERRED TO

[Common Expenses / Maintenance Charges]

1. Common Utilities : All charges and deposits for supply, operation and maintenance of common utilities.
2. Electricity : All charges for the electricity consumed for the operation of the common machinery and equipment of the said Building/Complex.
3. Association : Establishment and all other capital and operational expenses of the Association.
4. Litigation : All litigation expenses incurred for the common purposes and relating to common use and enjoyment of the common portions.
5. Maintenance : All costs for maintaining, operating, replacing, repairing, white-washing, painting, decorating, re-decorating, re-building, re-constructing, lighting and renovating the common portions [including the exterior or interior (but not inside any unit) walls of the said Building/Complex].

6. Operational : All expenses for running and operating all machinery, equipments and installations comprised in the common portions, including lifts, changeover switches, pumps and other common installations including their license fees, taxes and other levies (if any) and expenses ancillary or incidental thereto and the lights of the common portions.
7. Rates and Taxes : Municipal Tax, Surcharge, Water Tax and other levies in respect of the said Building save those separately assessed on the buyer/s.
8. Staff : The salaries of and all other expenses on the staff to be employed for the common purposes, viz. manager, caretaker, clerks, security personnel, liftmen, sweepers, plumbers, electricians, etc. including their perquisites, bonus and other emoluments and benefits as decided by the members of the association of the building/complex.

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

SIGNED, SEALED AND DELIVERED

by the parties at Kolkata

In presence of :-

1.

Susanta Biswas

Prasanta Biswas

2.

Jayanta Biswas
All as constituted attorney
of (1) Pradip Kumar Dutt
& (2) Sutapa Dutt
Landowners/Vendors

.....
Purchaser

7. Rates and Taxes : Municipal Tax, Surcharge, Water Tax and other levies in respect of the said Building save those separately assessed on the buyer/s.
8. Staff : The salaries of and all other expenses on the staff to be employed for the common purposes, viz. manager, caretaker, clerks, security personnel, liftmen, sweepers, plumbers, electricians, etc. including their perquisites, bonus and other emoluments and benefits as decided by the members of the association of the building/complex.

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

SIGNED, SEALED AND DELIVERED

by the parties at Kolkata

In presence of :-

1.

Susanta Biswas

Prasanta Biswas

2.

Jayanta Biswas
All as constituted attorney
of (1) Pradip Kumar Dutt
& (2) Sutapa Dutt

Landowners/Vendors

.....
Purchaser

S.P.J. DEVELOPERS
Jayanta Biswas
Partner

Susanta Biswas

Prasanta Biswas

Jayanta Biswas
All Partners of
S.P.J. Developers
Developer

MEMO OF CONSIDERATION

Received on or before executing this present Agreement, a sum of **Rs...../-**
(Rupees) only as part of the total consideration of the
said flat, which is morefully mentioned in the Second Schedule herein above written,
from the above named Purchaser, as per Money Receipt given to the Purchaser, as
follows :-

Transfer/Cheque No.	Date	Bank's Name	Amount
.....			
TOTAL :			
Rs.....			

Witnesses :-

1.

2.

Susanta Biswas

Prasanta Biswas

S.P.J. DEVELOPERS
Jayanta Biswas
Partner

Jayanta Biswas
All Partners of
S.P.J. Developers
Developer