

## DEED OF CONVEYANCE

1. Date :

2. Place : Kolkata

3. Parties :

3.1 **ISMAIL MALLIK [PAN : AXQPM1515P], [AADHAAR NO. 319020289160], [D.O.B : 26.11.1985], [VOTER ID CARD NO. GGC3002409] & [MOBILE NO. 9830202285]**, son of Noor Mahammad Mallik, by faith - Muslim, by occupation - Business, by nationality - Indian, residing at Bishnupur, Buro Shibtala, Rajarhat Bishnupur P.O. Rajarhat Bishnupur, P.S. Rajarhat, Kolkata - 700135, District North 24 Parganas, West Bengal.

3.1.1 **ASMA BIBI @ ASMA MALLICK [PAN : CASPB1806R], [AADHAAR NO. 404735782585], [D.O.B : 06.01.1987], [VOTER ID CARD NO. YMM0970509] & [MOBILE NO. 9733507478]**, wife of Ismail Mallik, daughter of Late Mantu Mallick, by faith - Muslim, by occupation - housewife, by nationality - Indian, residing at Bishnupur, Buro Shibtala, Rajarhat Bishnupur P.O. Rajarhat Bishnupur, P.S. Rajarhat, Kolkata - 700135, District North 24 Parganas, West Bengal.

3.1.2 **AZAD MULLICK [PAN : EVSPM8419L], [AADHAAR NO. 911182257673], [D.O.B : 10.01.1982], [VOTER ID CARD NO. GGC2723518] & [MOBILE NO. 9830927593]**, son of Late Mantu Mallick, by faith - Muslim, by occupation - Business, by nationality - Indian, residing at 140, Kaikhali Sardar Para, Agragami Club, Rajarhat Gopalpur (M) P.O. & P.S. Airport, Kolkata - 700052, District North 24 Parganas, West Bengal.

3.1.3 **AZAN MALLICK @ MD AZAN MALLICK [PAN : CPPPM4540H], [AADHAAR NO. 501725116966], [D.O.B : 23.12.1983] [VOTER ID CARD NO. GGC3392602] & [MOBILE NO. 9163668472]**, son of Late Mantu Mallick, by faith - Muslim, by occupation - Business, by nationality - Indian, residing at 140, Kaikhali Sardar Para, Agragami Club, Rajarhat Gopalpur (M) P.O. & P.S. Airport, Kolkata - 700052, District North 24 Parganas, West Bengal.

3.1.4 **RAZZAK MALLICK [PAN : BHIPM5437R], [AADHAAR NO. 295572776365], [D.O.B : 10.11.1989 AS PER AADHAAR], [VOTER ID CARD NO. IHM0958991] & [MOBILE NO. 9038380591]**, son of Late Mantu Mallick @ Montu Mullick, by faith - Muslim, by occupation - Business, by nationality - Indian, residing at 140, Kaikhali Sardar Para, Agragami Club, Rajarhat Gopalpur (M) P.O. & P.S. Airport, Kolkata - 700052, District North 24 Parganas, West Bengal.

The said (1) Ismail Mallik, (2) Asma Bibi @ Asma Mallick, (3) Azad Mullick,

For 3MQ REALTY LLP

*Pratibha Mondal*  
Designated Partner

Contd.....2



(4) Azan Mallick & (5) Razzak Mallick, jointly represented by their constituted attorney namely **3MQ REALTY LLP [PAN : AADFZ4063D], [DATE OF INCORPORATION : 18.04.2023]**, a LLP (Limited Liability Partnership), being LLP Identification Number : ACA-6423 Firm, having its office address at Astra Tower, ASO-609, South Bolck, 6th Floor, Action Area- IIC, New Town, P.O. Utility Building, P.S. Eco Park, Kolkata - 700135, District North 24 Parganas, West Bengal, represented by its Partners namely (1) **MINTU MONDAL [D.O.B : 24.12.1982], [PAN : BAPPM4813D] [AADHAAR NO. 373080242531] [MOBILE NO. 9836776786]**, son of Omar Ali Mondal, by faith - Muslim, by occupation - Business, by nationality - Indian, residing at Kaikhali Sardarpara, Near Agrami Club, Rajarhat Gopalpur (M) P.O. & P.S. Airport, Kolkata - 700052, District North 24 Parganas, West Bengal, (2) **SHARFARAJ ALI MONDAL [D.O.B : 10.05.1986], [PAN : ARIPM5439Q] [AADHAAR NO. 966013043586] [MOBILE NO. 8017821883]**, son of Momraj Ali Mondal, by faith - Muslim, by occupation - Business, by nationality - Indian, residing at Patuli, Madhayamgram, Barasat, Madhyangram (m), Abdalpur, P.O. Abdalpur & P.S. Madhyam gram, Kolkata - 700155, District North 24 Parganas, West Bengal.

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

**AND**

3.2

..... **[PAN : .....], [AADHAAR NO. ....], [D.O.B. : .....] & [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/S"** (which terms and expression shall unless excluded by or repugnant to the context be deemed to mean and include his/her/their heirs, executors, administrators, representatives and assigns) of the **SECOND PART**.

**AND**

3.3

**3MQ REALTY LLP [PAN : AADFZ4063D], [DATE OF INCORPORATION : 18.04.2023]**, a LLP (Limited Liability Partnership), being LLP Identification Number : ACA-6423 Firm, having its office address at Astra Tower, ASO-609, South Bolck, 6th Floor, Action Area- IIC, New Town, P.O. Utility Building, P.S. Eco Park, Kolkata - 700135, District North 24 Parganas, West Bengal, represented by its Partners namely (1) **MINTU MONDAL**

For 3MQ REALTY LLP  
*Mintu Mondal*  
Designated Partner

Contd.....3



**[D.O.B : 24.12.1982], [PAN : BAPPM4813D] [AADHAAR NO. 373080242531] [MOBILE NO. 9836776786]**, son of Omar Ali Mondal, by faith - Muslim, by occupation - Business, by nationality - Indian, residing at Kaikhali Sardarpara, Near Agrami Club, Rajarhat Gopalpur (M) P.O. & P.S. Airport, Kolkata - 700052, District North 24 Parganas, West Bengal, & (2) **SHARFARAJ ALI MONDAL [D.O.B : 10.05.1986], [PAN : ARIPM5439Q] [AADHAAR NO. 966013043586] [MOBILE NO. 8017821883]**, son of Momraj Ali Mondal, by faith - Muslim, by occupation - Business, by nationality - Indian, residing at Patuli, Madhayamgram, Barasat, Madhyangram (m), Abdalpur, P.O. Abdalpur & P.S. Madhyam gram, Kolkata - 700155, District North 24 Parganas, West Bengal.

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

Landowners/Vendors, Purchasers 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 and complete 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, ALONGWITH** a Covered Car Parking Space, on the Ground Floor, being Covered Car Parking Space No. ...., lying and situated in the building namely **"MALICK MANJILAS"**, morefully described in the Second Schedule hereunder written, lying and situate on the plot of land, which is morefully described in the First Schedule hereinafter written, together with undivided proportionate share of land, common areas, common amenities and common facilities of the said said property, lying in the said building **[SOLD PROPERTY/SAID PROPERTY]**.

**5. BACKGROUND, REPRESENTATIONS, WARRANTIES AND COVENANTS :**

**5.1 Representations and Warranties Regarding Title :** The Landowners/Vendors and the Developer/Confirming Party have made the following

For 3MQ REALTY LLP

*Mintu Mondal*  
Designated Partner

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representation and given the following warranty to the Purchasers regarding title.

5.1.1 **CHAIN AND TITLE REGARDING ABSOLUTE JOINT OWNERSHIP OF (1) ISMAIL MALLIK, (2) ASMA BIBI @ ASMA MALLICK, (3) AZAD MULLICK, (4) AZAN MALLICK & (5) RAZZAK MALLICK, LANDOWNERS HEREIN, IN RESPECT OF THE FIRST SCHEDULE PROPERTY, AS IS FOLLOWS :**

5.1.1.1 **Absolute Recorded Ownership of Vudi Bibi :** As per R.S. Settlement, one Vudi Bibi was the absolute recorded owner of ALL THAT piece and parcel of Bastu land measuring 7 (Seven) Decimals more or less out of the total land in dag measuring 51 (Fifty One) Decimals more or less, comprised in R.S. Dag No. 592, under R.S. Khatian No. 241, lying and situate at Mouza - Kaikhali, J.L. No. 5, Re. Sa. No. 115, Touzi No. 172, Pargana - Kalikata, P.S. Airport, in the District North 24 Parganas.

5.1.1.2 **Demise of Vudi Bibi :** The said Vudi Bibi died intestate, leaving behind her only son namely Mantu Mallick @ Montu Mullick & five daughters namely (1) Rehana Bibi, (2) Aliya Bibi @ Gita Sarkar, (3) Rabian Bibi, (4) Tairan Bibi & (5) Sufian Bibi @ Safiyan Sekh, as her legal heirs and successors in interest in respect of the aforesaid property, left by the said Vudi Bibi, since deceased, in accordance with Muslim Law of Inheritance, i.e. Farayez.

5.1.1.3 **Absolute Joint Ownership of the said (1) Mantu Mallick @ Montu Mullick (2) Rehana Bibi, (3) Aliya Bibi @ Gita Sarkar, (4) Rabian Bibi, (5) Tairan Bibi & (6) Sufian Bibi @ Safiyan Sekh :** Thus after demise of the said Vudi Bibi, the said (1) Mantu Mallick @ Montu Mullick (2) Rehana Bibi, (3) Aliya Bibi @ Gita Sarkar, (4) Rabian Bibi, (5) Tairan Bibi & (6) Sufian Bibi @ Safiyan Sekh, became the absolute joint owners of aforesaid land measuring 7 (Seven) Decimals more or less, comprised in R.S. Dag No. 592, under R.S. Khatian No. 241, lying and situate at Mouza - Kaikhali, J.L. No. 5, Re. Sa. No. 115, Touzi No. 172, Pargana - Kalikata, P.S. Airport, in the District North 24 Parganas.

5.1.1.4 **L.R. Records :** In L.R. Settlement, the names of the said (1) Mantu Mallick @ Montu Mullick (2) Rehana Bibi, (3) Aliya Bibi @ Gita Sarkar, (4) Rabian Bibi, (5) Tairan Bibi & (6) Sufian Bibi @ Safiyan Sekh have been recorded in following manners :

| <u>Name of Owner</u>          | <u>R.S./L.R. Dag No.</u> | <u>L.R. Khatian No.</u> | <u>Total Land in Dag [in Decimal]</u> | <u>Share out of 1.0000share</u> | <u>Actual Ownership as per share [in Decimal]</u> |
|-------------------------------|--------------------------|-------------------------|---------------------------------------|---------------------------------|---|
| Mantu Mallick @ Montu Mullick | 592                      | 1389                    | 51                                    | 0.0412                          | 2.1012  |
| Rabian Bibi                   | 592                      | 1612                    | 51                                    | 0.0206                          | 1.0506  |
| Aliya Bibi @ Gita Sarkar      | 592                      | 1615                    | 51                                    | 0.0206                          | 1.0506  |
| Rehana Bibi                   | 592                      | 1616                    | 51                                    | 0.0104                          | 0.5304  |
| Sufian Bibi @ Safiyan Sekh    | 592                      | 1614                    | 51                                    | 0.0206                          | 1.0506  |



In total land measuring 6.8391 (Six Point Eight Three Nine One) Decimals say **6.84 (Six Point Eight Four) Decimals more or less more** equivalent to **4 (Four) Cottah 2 (Two) Chittack 9 (Nine) Sq.ft. be the same a little more or less** instead of land measuring 7 (Seven) Decimals, comprised in R.S./L.R. Dag No. 592, in R.S Khatian No. 241, corresponding to L.R. Khatian Nos. 1389, 1612, 1613, 1614, 1615 & 1616, lying and situate at Mouza - Kaikhali, J.L. No. 5, Re. Sa. No. 115, Touzi No. 172, Pargana - Kalikata, P.S. Airport, in the District North 24 Parganas.

- 5.1.1.5 **Demise of Rabian Bibi :** The said Rabian Bibi, daughter of Late Vudi Bibi, died intestate on 03.03.2014, leaving behind her only son namely Sk. Rafiq Mullick @ Sk. Rofik and only daughter namely Noor Banu Bibi, as her legal heirs and successors in interest in respect of her aforementioned property, left by the said Rabian Bibi, since deceased, in accordance with Muslim Law of Inheritance, i.e. Farayez.
- 5.1.1.6 **Demise of Mantu Mallick @ Montu Mullick :** The said Mantu Mallick @ Montu Mullick, son of Late Vudi Bibi, died intestate on 12.08.2014, leaving behind his wife namely Sakina bibi, three sons namely (1) Azad Mullick, (2) Azan Mallick & (3) Razzak Mallick and only daughter namely Asma Bibi @ Asma Mallick, as his heirs and successors in interest and in respect of his aforesaid property left by the said Mantu Mallick @ Montu Mullick, since deceased, in accordance with the Muslim Law of Inheritance i.e. Farayez.
- 5.1.1.7 **Joint sale by the said (1) Rehana Bibi, (2) Aliya Bibi @ Gita Sarkar, (3) Sk. Rafiq Mullick @ Sk. Rofik & (3a) Noor Banu Bibi, to one (1) Naveen Kumar Agarwal & (2) Rashmi Agarwal, under Deed No. 00554 for the year 2015 :** The said (1) Rehana Bibi, (2) Aliya Bibi @ Gita Sarkar, (3) Sk. Rafiq Mullick @ Sk Rofik & (3a) Noor Banu Bibi jointly sold, transferred all their entire recorded land as per L.R. Record of Right i.e ALL THAT piece and parcel of a plot of land measuring 2.6316 decimals, in physical measurement the land area is **2.63 (Two Point Six Three) Decimals equivalent to 1 (One) Cottah 9 (Nine) Chittack 21 (Twenty One) Sq.ft. more or less**, comprised in R.S. Dag No.592, under R.S. Khatian No. 241, L.R. Khatian Nos. 1616, 1615 & 1612, lying and situate at Mouza - Kaikhali, J.L. No. 5, Re. Sa. No. 115, Touzi No. 172, Pargana - Kalikata, P.S. Airport, in the District North 24 Parganas, to one (1) Naveen Kumar Agarwal, son of Radheshyam Agarwal & (2) Rashmi Agarwal, wife of Naveen Kumar Agarwal, by strength of Registered Deed of Conveyance, which was registered on 04.03.2015, registered in the office of the A.D.S.R Bidhannagar, Salt Lake City and recorded in Book No. I, CD Volume No.1, Pages 13224 to 13251, being Deed No.00554 for the year 2015.
- 5.1.1.8 **Absolute Joint Ownership of the said (1) Naveen Kumar Agarwal & (2)**



**Rashmi Agarwal under Deed No.00554 for the year 2015 & L.R. Records**

: Thus according to above mentioned Registered Deed of Conveyance, bearing Deed No.00554 for the year 2015, the said (1) Naveen Kumar Agarwal & (2) Rashmi Agarwal, became the absolute joint owners of aforesaid property i.e. ALL THAT piece and parcel of a plot of Bastu land measuring 2.63 (Two Point Six Three) Decimals equivalent to 1 (One) Cottah 9 (Nine) Chittack 21 (Twenty One) Sq.ft. more or less, comprised in R.S. Dag No.592, under R.S. Khatian No. 241, L.R. Khatian Nos. 1616,1615 & 1612, lying and situate at Mouza - Kaikhali, J.L. No. 5, Re. Sa. No. 115, Touzi No. 172, Pargana - Kalikata, P.S. Airport, in the District North 24 Parganas.

While in absolute joint possession and absolute joint ownership, the said Naveen Kumar Agarwal, duly recorded his name in the record of the L.R. Settlement in L.R. Khatian No. 2093, and the said Rashmi Agarwal, duly recorded her name in the record of the L.R. Settlement in L.R. Khatian No. 2094.

**5.1.1.9 Joint Gift by the said (1) Tairan Bibi & (2) Sufian Bibi to the said (1) Sakina Bibi, (2) Azad Mullick, (3) Azan Mallick, (4) Razzak Mallick & (5) Asma Mallick @ Asma Bibi :**

The said (1) Tairan Bibi & (2) Sufian Bibi, both daughters of Late Vudi Bibi & Late Akbar Mallick, jointly gifted and transferred all their recorded land as per L.R. Record of Rights i.e. ALL THAT piece and parcel of a plot of Bastu land measuring 2.1063 decimals equivalent to **1 (One) Cottah 4 (Four) Chittack 16 (Sixteen) Sq.ft. more or less**, comprised in R.S. Dag No.592, under R.S. Khatian No. 241, L.R. Khatian Nos. 1613 & 1614, lying and situate at Mouza - Kaikhali, J.L. No. 5, Re. Sa. No. 115, Touzi No. 172, Pargana - Kalikata, P.S. Airport, in the District North 24 Parganas, to the said (1) Sakina Bibi, wife of Late Mantu Mallick @ Montu Mullick, (2) Azad Mullick, (3) Azan Mallick, (4) Razzak Mallick, all sons of Late Mantu Mallick @ Montu Mullick & (5) Asma Mallick @ Asma Bibi, daughter of Late Mantu Mallick @ Montu Mullick, by strength of Registered Deed of Gift, which was registered on 19.08.2015, registered in the office of the A.D.S.R. Bidhannagar, Salt Lake City and recorded in Book No. I, Volume No. 1504-2015, Pages 17299 to 17320, being Deed No.150401716 for the year 2015, and each having possessed undivided 1/5th share in the said gifted property.

**5.1.1.10 Joint sale by the said (1) Naveen Kumar Agarwal & (2) Rashmi Agarwal to one Ismail Mallik, under Deed No. 150400666 for the year 2017 :**

The said (1) Naveen Kumar Agarwal & (2) Rashmi Agarwal sold, transferred all their purchased land, purchased under Deed No. 00554 for the year 2015 [as described above], i.e. ALL THAT piece and parcel of a plot of land measuring 2.63 (Two Point Six Three) Decimals equivalent to 1 (One) Cottah 9 (Nine) Chittack 21 (Twenty One) Sq.ft. more or less, comprised in R.S. Dag No.592, under R.S. Khatian No. 241, L.R. Khatian Nos. 2093 & 2094, lying and situate at Mouza - Kaikhali, J.L. No. 5, Re. Sa. No. 115, Touzi No. 172, Pargana - Kalikata, P.S. Airport, in the District North 24 Parganas, to one Ismail Mallik, son of Noor Mahammad Mallik, by strength of Registered



Deed of Conveyance, which was registered on 20.06.2017, registered in the office of the A.D.S.R. Bidhannagar, Salt Lake City and recorded in Book No. I, Volume No. 1504-2017, Pages 24500 to 24521, being Deed No.150400666 for the year 2017.

Thus on the basis of the afore mentioned Registered Deed of Conveyance, bearing Deed No. 150400666 for the year 2017, the said Ismail Mallik became the absolute owner of aforesaid property i.e **ALL THAT** piece and parcel of a plot of land measuring **2.63 (Two Point Six Three) Decimals equivalent to 1 (One) Cottah 9 (Nine) Chittack 21 (Twenty One) Sq.ft.more or less**, comprised in R.S. Dag No.592, under R.S. Khatian No. 241, L.R. Khatian Nos. 2093 & 2094, lying and situate at Mouza - Kaikhali, J.L. No. 5, Re. Sa. No. 115, Touzi No. 172, Pargana - Kalikata, P.S. Airport, in the District North 24 Parganas.

While in absolute possession and absolute ownership over the aforesaid property, the said Ismail Mallik duly recorded his name in L.R. Settlement, in **L.R. Khatian No. 2776**, in R.S./L.R. Dag No. 592.

- 5.1.1.11 **Gift by the said Ismail Mallik to his wife, the said Asma Bibi @ Asma Mallick, under Deed No. 150401591 for the year 2019 and remaining ownership of Ismail Mallik :** The said Ismail Mallik gifted & transferred a part of the land measuring **1 (One) Cottah 4 (Four) Chittack 41.5 (Forty Point Five) Sq.ft.more or less** out of his afore said total plot of land measuring **1 (One) Cottah 9 (Nine) Chittack 21 (Twenty One) Sq.ft.more or less**, comprised in R.S./L.R Dag No. 592, under R.S. Khatian No. 241, **L.R. Khatian No. 2776**, lying and situate at Mouza - Kaikhali, J.L. No. 5, Re. Sa. No. 115, Touzi No. 172, Pargana - Kalikata, P.S. Airport, in the District North 24 Parganas, to his wife, the said Asma Bibi @ Asma Mallick, by strength of Registered Deed of Gift, which was registered on 08.07.2019, registered in the office of the A.D.S.R. Bidhannagar, Salt Lake City and recorded in Book No. I, Volume No. 1504-2019, Pages 65666 to 65685, being Deed No.150401591 for the year 2019.

After gifting under the aforementioned Deed, the said Isamil Mallik became the owner of the rest of the land, measuring **0 (Zero) Cottah 4 (Four) Chittack 24.5 (Twenty Four Point Five) Sq.ft. more or less** in R.S./L.R. Dag No.592, under R.S. Khatian No. 241, **L.R. Khatian No. 2776**, lying and situate at Mouza - Kaikhali.

- 5.1.1.12 **Gift by the said Asma Bibi @ Asma Mallick to her brothers, the said (1) Azad Mullick, (2) Azan Mallick & (3) Razzak Mallick, under Deed No. 150401592 for the year 2019 :** The said Asma Bibi @ Asma Mallick, wife of Ismail Mallik gifted and transferred her aforesaid land, received from her husband, the said Ismail Mallik, under Registered Deed of Gift, bearing Deed No. 150401591/2019, i.e. **ALL THAT** piece and parcel of land **1 (One) Cottah 4 (Four) Chittack 41.5 (Forty Point Five) Sq.ft more or less**



comprised in R.S./L.R. Dag No.592, under R.S. Khatian No. 241, **L.R. Khatian No. 2776**, lying and situate at Mouza - Kaikhali, J.L. No. 5, Re. Sa. No. 115, Touzi No. 172, Pargana - Kalikata, P.S. Airport, in the District North 24 Parganas, to her brothers, the said (1) Azad Mullick, (2) Azan Mallick & (3) Razzak Mallick, by strength of Registered Deed of Gift, which was registered on 08.07.2019, registered in the office of the A.D.S.R Bidhannagar, Salt Lake City and recorded in Book No. I, Volume No. 1504-2019, Pages 65686 to 65711, being Deed No.150401592 for the year 2019.

5.1.1.13 **Gift by the said Sakina Bibi to her said sons (1) Azad Mullick, (2) Azan Mallick & (3) Razzak Mallick, under Deed No. 150400963 for the year 2020 :** The said Sakina Bibi, wife of Late Mantu Mallick @ Montu Mullick gifted, transferred her entire land received by way of inheritance from her deceased husband, Mantu Mallick @ Montu Mullick and received by way of gift from her sisters in-laws, (1) Tairan Bibi & (2) Sufian Bibi @ Safiyan Sekh, under Deed No.150401716 for the year 2015 as referred above, **i.e. her total land measuring 0 (Zero) Cottah 6 (Six) Chittack 27 (Twenty Seven) Sq.ft. more or less**, comprised in **R.S./L.R. Dag No. 592**, under R.S. Khatian No. 241, **L.R. Khatian Nos. 2604 & 2636 (Khatian in the name of Sakina Bibi)**, lying and situate at Mouza - Kaikhali, J.L. No. 5, Re. Sa. No. 115, Touzi No. 172, Pargana - Kalikata, P.S. Airport, in the District North 24 Parganas, to her said sons, namely (1) Azad Mullick, (2) Azan Mallick & (3) Razzak Mallick, by strength of Registered Deed of Gift, which was registered on 26.06.2020, registered in the office of the A.D.S.R. Bidhannagar, Salt Lake City and recorded in Book No. I, Volume No. 1504-2020, Pages 46483 to 46507, being Deed No.150400963 for the year 2020.

5.1.1.14 **L.R. Records & Municipal Records :** It is to be further mentioned here that, the said (1) Ismail Mallik, (2) Asma Bibi @ Asma Mallick, (3) Azad Mullick, (4) Azan Mallick & (5) Razzak Mallick, landowners herein duly recorded their names in Record of Rights in L.R. Settlement, under L.R. Khatian Nos. mentioned below :

| <u>Name</u>              | <u>L.R. Khatain No.</u> |
|--------------------------|-------------------------|
| Ismail Mallik            | 2776                    |
| Asma Bibi @ Asma Mallick | 2635 & 2608             |
| Azad Mullick             | 2633                    |
| Azan Mallick             | 2632                    |
| Razzak Mallick           | 2634                    |

It is also to be noted here that the successors of the deceased Mantu Mallick @ Montu Mullick, duly recorded and mutated their names in name of said Mantu Mallick @ Montu Mullick, in the record of the concerned Rajarhat Gopalpur Municipality, having Holding No.10/274, in Ward No. 10, and also in the record of the concerned Bidhannagar Municipal Corporation (formerly Rajarhat Gopalpur Municipality) Having Holding No. 10/274, in Ward No. 6, (having holding address : 10, Block-KC, 274, Kaikhali), having Assessee No. 20033156869, Kolkata - 700052.



5.1.1.15 **Brief of Present Ownership :** On the basis of the aforementioned facts and on the aforementioned Deeds, the details of the present individual & joint ownership of the owners namely (1) Ismail Mallik, (2) Asma Bibi @ Asma Mallick, (3) Azad Mullick, (4) Azan Mallick & (5) Razzak Mallick, landowners herein as under :

| <u>Name of the owner</u>    | <u>R.S./L.R.</u> | <u>L.R. Khatian</u> | <u>Source of Ownership</u>              | <u>Ownership</u>                                 |
|-----------------------------|------------------|---------------------|---|--|
|                             | <u>Dag No.</u>   | <u>No.</u>          | <u>As per Clause No.</u>                | <u>K - CH - Sft</u>                              |
| Ismail Mallik               | 592              | 2776                | 5.1.1.10                                | 00 - 04 - 24.50                                  |
| Asma Bibi<br>@ Asma Mallick | 592              | 2608, 2635          | 5.1.1.6, 5.1.1.9                        | 00 - 06 - 27.61                                  |
| Azad Mallik                 | 592              | 2633                | 5.1.1.6, 5.1.1.9,<br>5.1.1.12, 5.1.1.13 | 01 - 02 - 15.63                                  |
| Azan Mallik                 | 592              | 2632                | 5.1.1.6, 5.1.1.9,<br>5.1.1.12, 5.1.1.13 | 01 - 02 - 15.63                                  |
| Razzak Mallik               | 592              | 2634                | 5.1.1.6, 5.1.1.9,<br>5.1.1.12, 5.1.1.13 | <u>01 - 02 - 15.63</u><br><u>04 - 02 - 09.00</u> |

Thus the said (1) Ismail Mallik, (2) Asma Bibi @ Asma Mallick, (3) Azad Mullick, (4) Azan Mallick & (5) Razzak Mallick, landowners herein, are the absolute joint owners of ALL THAT piece and parcel of Bastu land measuring **4 (Four) Cottah 2 (Two) Chittack 9 (Nine) Sq.ft. be the same a little more or less, including Cement Flooring, Residential Tiles Shed Structure, measuring 100 Square Feet, more of less**, lying and situated at **Mouza - Kaikhali**, J.L. No. 5, Re. Sa. No. 115, Touzi No. 172, Pargana - Kalikata, P.S. Airport, comprised in **R.S./L.R. Dag No. 592**, under R.S. Khatian No. 241, **L.R. Khatian Nos. 2776, 2608, 2635, 2633, 2632 & 2634**, A.D.S.R.O. Bidhannagar, Salt Lake City, within the local limit of formerly Rajarhat Gopalpur Municipality, having Holding No.10/274, in Ward No. 10, presently under local limit of Bidhannagar Municipal Corporation, having Holding No. 10/274, in Ward No. 6, (having holding address : 10, Block-KC, 274, Kaikhali), having Assessee No. 20033156869, [Kaikhali Sardar Para, P.O. Airport, Kolkata - 700052], in the District North 24 Parganas, which is morefully described in the First Schedule hereunder written.

5.1.5 **REGISTERED DEVELOPMENT AGREEMENT & REGISTERED DEVELOPMENT POWER OF ATTORNEY AFTER REGISTERED DEVELOPMENT AGREEMENT :**

5.1.5.1 **Registered Development Agreement :** The said (1) Ismail Mallik, (2) Asma Bibi @ Asma Mallick, (3) Azad Mullick, (4) Azan Mallick & (5) Razzak Mallick,



Landowners herein, jointly entered into a Registered Development Agreement with the present Developer, for developing their aforesaid plot of land, and which is morefully described in the First Schedule hereunder written, with some terms and conditions mentioned in the said Development Agreement. The said Development Agreement was registered on 25.07.2024, registered in the office of the A.D.S.R. Bidhannagar, Salt Lake City and recorded in Book No. I, Volume No. 1504-2024, Pages 75434 to 75483 being Deed No. 150401888 for the year 2024.

- 5.1.5.2 **Registered Development Power of Attorney After Registered Development Agreement :** On the basis of the said Registered Development Agreement, the said (1) Ismail Mallik, (2) Asma Bibi @ Asma Mallick, (3) Azad Mullick, (4) Azan Mallick & (5) Razzak Mallick, Landowners herein, jointly executed a Registered Development Power of Attorney After Registered Development Agreement, appointing the Developer herein, as their constituted attorney, with power to sell, transfer and convey the units under Developer's Allocation. The said Development Power of Attorney After Registered Development Agreement was registered on 25.07.2024, registered in the office of the A.D.S.R. Bidhannagar, Salt Lake City and recorded in Book No. I, Volume No. 1504-2024, Pages 75168 to 75189 being Deed No. 150401889 for the year 2024.

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

- 5.1.6.1 **Sanction of Building Plan :** The said Developer on behalf of the said owners, duly sanctioned a building plan from the concerned Bidhannagar Municipal Corporation, in respect of the said plot of land and which is morefully described in the First Schedule hereunder written, vide Sanctioned Building Permit No. SWS-OBPAS/2109/2025/0290 dated 06-06-2025.

- 5.1.6.1 **Construction of Building :** On the basis of the aforementioned sanctioned building plan, the said Developer, constructed a multi storied building namely **"MALICK MANJILAS"** on the said plot of land which is morefully described in the First Schedule hereunder written.

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

- 5.1.7.1 **Desire of Purchasers for purchasing a Flat from Developer's Allocation :** The Purchasers 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 themselves in regards thereto and approached to the said Developer herein, to purchase **ALL THAT** piece and parcel of one



independent and complete 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, ALONGWITH** a Covered Car Parking Space, on the Ground Floor, being Covered Car Parking Space No. ...., lying and situated in the building namely **"MALICK MANJILAS"**, 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**].

5.1.7.2 **Acceptance by Developer** : The 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.

5.1.7.3 **Consideration** : The total sale consideration of the **SAID FLAT/SAID PROPERTY** is **Rs..... only**, subsequently the Purchasers herein already paid the same to the Developer/Confirming Party herein as per memo attached herewith.

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

5.1.8.1 **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.

5.1.8.2 **Share In Common Portions** : Undivided, impartible, proportionate and variable share and/or interest in the common areas, amenities and facilities of the Said Building 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 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 Purchasers herein have approached to the Developer/Confirming Party and the Landowners/Vendors and offered to purchase the **SAID FLAT**, 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 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, 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..... 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, lispens, 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 Bidhannagar Municipal Corporation and/or in other respective 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.



**THE FIRST SCHEDULE ABOVE REFERRED TO**

**[Description of Land & Premises]**

**ALL THAT** piece and parcel of a demarcated plot of Bastu land measuring **4 (Four) Cottah 2 (Two) Chittack 9 (Nine) Sq.ft. be the same a little more or less**, lying and situated at **Mouza - Kaikhali**, J.L. No. 5, Re. Sa. No. 115, Touzi No. 172, Pargana - Kalikata, P.S. Airport, comprised in **R.S./L.R. Dag No. 592**, under R.S. Khatian No. 241, **L.R. Khatian Nos. 2776, 2608, 2635, 2633, 2632 & 2634**, A.D.S.R.O. Bidhannagar, Salt Lake City, within the local limit of formerly Rajarhat Gopalpur Municipality, having Holding No.10/274, in Ward No. 10, presently under local limit of Bidhannagar Municipal Corporation, having Holding No. 10/274, in Ward No. 6, (having holding address : 10, Block-KC, 274, Kaikhali), having Assessee No. 20033156869, [Kaikhali Sardar Para, P.O. Airport, Kolkata - 700052], in the District North 24 Parganas, in the State of West Bengal. The said total plot of land is butted and bounded as follows :-

ON THE NORTH : R.S./L.R. Dag No. 592(P).  
ON THE SOUTH : R.S./L.R. Dag No. 592(P).  
ON THE EAST : 32'ft. Wide Road [Kaikhali Sardar Para].  
ON THE WEST : R.S./L.R. Dag No. 591(P).

**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, corresponding to ..... Square Feet be the same a little more or less of covered area, corresponding to ..... Square Feet be the same a little more or less of carpet area**, consisting ..... Bed Rooms, One Drawing-cum-Dining, One Kitchen, ..... Toilets & ..... Balcony, **ALONGWITH** a Covered Car Parking Space, on the Ground Floor, being Covered Car Parking Space No. ...., lying and situated in the building namely **"MALICK MANJILAS"**, lying and situated at Mouza - Kaikhali, J.L. No. 5, Re. Sa. No. 115, Touzi No. 172, Pargana - Kalikata, P.S. Airport, comprised in R.S./L.R. Dag No. 592, under R.S. Khatian No. 241, L.R. Khatian Nos. 2776, 2608, 2635, 2633, 2632 & 2634, A.D.S.R.O. Bidhannagar, Salt Lake City, within the local limit of formerly Rajarhat Gopalpur Municipality, having Holding No.10/274, in Ward No. 10, presently under local limit of Bidhannagar Municipal Corporation, having Holding No. 10/274, in Ward No. 6, (having holding address : 10, Block-KC, 274, Kaikhali), having Assessee No. 20033156869, [Kaikhali Sardar Para, P.O. Airport, Kolkata - 700052], in the District North 24 Parganas, in the State of West Bengal, lying and situate on the said plot of land, which is morefully described in the First Schedule hereinabove 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**

**Part-I**

**[Description of share of land]**

**ALL THAT** piece or parcel of proportionate impartiable share of land morefully and specifically described in the First Schedule hereinbefore.

**Part - II**

**[Description of share of common areas & common amenities]**

**ALL THAT** piece or parcel of proportionate impartiable share of common areas and common amenities morefully and specifically described in the Fourth & Fifth Schedule hereinafter.

**THE FOURTH SCHEDULE ABOVE REFERRED TO**

**[Common Areas & Amenities]**

- :: Lobbies on all floors and staircase of the Said Building.
- :: Lift machine room and lift well of the Said Building.
- :: Overhead Water reservoir/tanks of the Said Building.
- :: Water supply, pipeline in the Said Building (except those inside any Unit).
- :: Drainage and sewage pipeline, Septic Chambers, Pits etc. in the Said Building (except 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. Lights and fittings in the common area and spaces.
- :: Open and/or covered paths and passages.
- :: Ultimate water proofing TERRACE/Roof of the building.
- :: Water pump/s, water pipe line and motor/s.
- :: Boundary walls and main gates of the Said Building.
- :: Right of common passage in common portion, installation of T.V. Antena, C.C. TV, A.C. Outdoor units etc.
- :: Other such common areas, fittings and installations as may be specified by the developer to be common areas fittings and installations/equipments.

For 3MQ REALTY LLP

*Antar Mondal*  
Designated Partner

Contd.....17



**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.

Mintu Mondal

Sharfaraj Ali Mondal  
Partners of 3MQ Realty LLP  
& As Constituted Attorney of  
(1) Ismail Mallik, (2) Asma Bibi  
@ Asma Mallick, (3) Azad Mullick,  
(4) Azan Mallick & (5) Razzak Mallick  
**Landowners/Vendors**

2.

**Purchasers**

Mintu Mondal

Sharfaraj Ali Mondal  
Partners of 3MQ Realty LLP  
**Developer/Confirming Party**

For 3MQ REALTY LLP

*Mintu Mondal*  
Designated Partner



## MEMO OF CONSIDERATION

Received with thanks from the above named purchasers, a sum of **Rs..... only** towards the total consideration of the said flat & said Covered Car Parking Space which is morefully described in the Second Schedule hereinabove written, together with undivided proportionate share of land morefully mentioned in the First Schedule hereinbefore written as per money receipts given to the purchasers.

| <u>Transfer/Cheque/Draft No.</u> | <u>Date</u> | <u>Bank's Name</u> | <u>Amount</u> |
|----------------------------------|-------------|--------------------|---------------|
|----------------------------------|-------------|--------------------|---------------|

**Witnesses :**

1.

2.

Mintu Mondal

Sharfaraj Ali Mondal  
Partners of 3MQ Realty LLP  
**Developer/Confirming Party**

For 3MQ REALTY LLP

*Mintu Mondal*  
Designated Partner