

DEED OF CONVEYANCE

THIS INDENTURE made on this.....day of..... Two Thousand and Twenty Four ;

B E T W E E N

1. **TISTA BANERJEE** having PAN – EMPPB4413R daughter of Late Dhruba Ranjan Banerjee, by faith Hindu, by Nationality Indian, by Occupation Service, residing at Paschim Jagtala, P.O. & P.S. Maheshtala, Dist. South 24-Parganas, Pin – 700141 and 2. **SRI UTTAM BANERJEE**, having PAN - BABPB4231L son of Late Mukunda Lal Banerjee, by faith Hindu, by Nationality Indian, by Occupation Retired, both residing at Paschim Jagtala, P.O. & P.S. Maheshtala, Dist. South 24-Parganas, Pin – 700141, represented by their constituted Attorneys namely (1) **SRI PROSENJIT GHOSH** having PAN - BARPG4128F son of Late Shib Kali Ghosh, by faith - Hindu, by Nationality-Indian, by occupation-Business, residing at Santoshpur, Post Office Paschim Rameshwarpur, Police Station-Budge Budge, Kolkata-700140, District South 24-Parganas **AND** (2) **SRI RANAJIT MONDAL** having PAN - AYYPM9480C son of Sri Bimal Mondal, by faith-Hindu, by Nationality-Indian, by occupation -Business, residing at 40A, B.B.D. Road, Post Office- Pujali, Police Station-Budge Budge, Kolkata-700138, District South 24 Parganas and (3). **SRI GAUTAM SARKAR** having PAN – BOQPS4202F son of Sri Madhusudan Sarkar, by faith Hindu, by Nationality Indian, by Occupation Business, residing at Nangi Sani Para, P.O. Batanagar, P.S. Maheshtala, Kolkata – 700140, Dist. South 24-Parganas, all partners of **M/S. R.P. DEVELOPER** having PAN – ABFFR1742L, a partnership firm having its Office at Kasimuddin Road, P.O. Batanagar, P.S. Maheshtala, Dist. South 24-Parganas, Kolkata – 700140, duly appointed by a Supplementary Development Agreement with Development Power of Attorney dated 13.12.2022 registered at the Office of A.D.S.R. Behala and recorded in Book No. I, Volume No. 1607-2022, Pages from 514369 to 514419 Being No 160716824 for the year 2022, hereinafter referred to as the **VENDORS** (Which expression shall unless excluded by or repugnant to the context be deemed to mean and include their respective heirs, executors, administrators, legal representatives and assigns) of the **FIRST PART** :

A N D

R. P. Developer

Gautam Sarkar
Partners

M/S. R.P. DEVELOPER having PAN – ABFFR1742L, a partnership firm having its Office at Kasimuddin Road, P.O. Batanagar, P.S. Maheshtala, Dist. South 24-Parganas, Kolkata – 700140, represented by its partners namely (1) **SRI PROSENJIT GHOSH** having PAN - BARPG4128F son of Late Shib Kali Ghosh, by faith-Hindu, by Nationality-Indian, by occupation-Business, residing at Santoshpur, Post Office Paschim Rameshwarpur, Police Station-Budge Budge, Kolkata-700140, District South 24-Parganas **AND** (2) **SRI RANAJIT MONDAL** having PAN - AYYPM9480C son of Sri Bimal Mondal, by faith-Hindu, by Nationality-Indian, by occupation -Business, residing at 40A, B.B.D. Road, Post Office- Pujali, Police Station-Budge Budge, Kolkata-700138, District South 24 Parganas and 3. **SRI GAUTAM SARKAR** having PAN – BOQPS4202F son of Sri Madhusudan Sarkar, by faith Hindu, by Nationality Indian, by Occupation Business, residing at Nangi Sani Para, P.O. Batanagar, P.S. Maheshtala, Kolkata – 700140, Dist. South 24-Parganas, hereinafter called and referred to as **DEVELOPER/CONFIRMING PARTY** (which expression shall unless excluded by or repugnant to the context shall be deemed to mean and include its partners, their respective heirs, executors, administrators, legal representatives and assigns) of the **SECOND PART**.

AND

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, hereinafter referred to as the **PURCHASER** (Which expression shall unless excluded by or repugnant to the context be deemed to mean and include his heirs, executors, administrators, legal representatives and assigns) of the **THIRD PART** :

WHEREAS one Malina Banerjee, since deceased, by a Deed of Sale(Kowala) dated 10.03.1958 registered at the Office of Sub-Registrar, Behala and recorded in Book No. I, Volume No. 6, Pages from 227 to 230, Being No. 842, for the year 1958, purchased **ALL THAT** piece and parcel of Bastu Land measuring 12 Sataks more or less equivalent to 7 Cottahs 8 Chittaks more or less lying and situate at Mouza – Jagtala, J.L. No. 17, Pargana – Balia, R.S. No. 58, under Touzi No. 66, comprising Dag No. 410 under Sabek Khatian Nos. 151 & 154 and R.S. Khatian Nos. 499, 504, 493, 514, 509, 501, 506, 496, 516 & 511, now lying within the limits of Maheshtala Municipality Ward No. 28, P.S. Maheshtala, Sub-Registry Office at present A.D.S.R. Office Behala,

District : 24-Parganas since South 24-Parganas, from it's the then rightful Owners 1. Khalilur Rahman Molla, Moinuddin Molla, 3. Hamidar Rahman Molla and 4. Mujibor Rahman Molla, all sons of Late Khoda Bax Molla, for a valuable consideration therein mentioned.

AND WHEREAS thus the said Malina Banerjee, since deceased, became the absolute owner of the said piece and parcel of Bastu Land measuring 7 Cottahs 8 Chittaks more or less and got her name recorded/mutated in respect of the said Land in the records of B.L. & L.R.O. and the said Land was recorded in the name of said Malina Banerjee, since deceased in L.R. Kri. Khatian No. 742 of Dag No. 410 of said Mouza – Jagtala.

AND WHEREAS thereafter the said Malina Banerjee, since deceased, constructed a residential structure on the said Plot of land or on part thereof and enjoyed the said Property exercising all rights of ownership thereto and free from all encumbrances.

AND WHEREAS the said Malina Banerjee died intestate on 16.04.1991 leaving behind two sons namely (a) Sri Dhruba Ranjan Banerjee, since deceased and (b) Sri Uttam Banerjee, the Vendor No. 2 herein and three daughters namely (a) Smt. Gita Bhattacharya, wife of Sri Nalini Bhattacharya, (b) Smt. Sabita Bhatta, wife of Sri Mantu Bhatta and (c) Smt. Sabitri Chakraborty, wife of Sri Sanat Chakraborty, as her only legal heirs, who jointly inherited the said Property in equal share.

AND WHEREAS thereafter the said Dhruba Ranjan Banerjee, since deceased, Sri Uttam Banerjee, the Vendor No. 2 herein and the said Smt. Gita Bhattacharya, Smt. Sabita Bhatta and Smt. Sabitri Chakraborty had to be left a certain portion of land equivalent to 1 Cottah 8 Chittaks out of said land measuring 7 Cottahs 8 Chittaks more or less together with a residential structure standing thereon, for the purpose of widening the Road keeping/leaving/retaining the remaining land measuring 6 Cottahs more or less together with a residential structure standing thereon in their khas possession.

AND WHEREAS thus the said Dhruba Ranjan Banerjee, since deceased, Sri Uttam Banerjee, the Vendor No. 2 herein and the said Smt. Gita Bhattacharya, Smt. Sabita Bhatta and Smt. Sabitri Chakraborty jointly seized and possessed of or otherwise well and sufficiently entitled to the said piece and parcel of Bastu Land measuring 6 Cottahs more or less together with a residential structure standing thereon exercising all rights of ownership thereto and free from all encumbrances.

AND WHEREAS thereafter the said Smt. Gita Bhattacharya, Smt. Sabita Bhatta and Smt. Sabitri Chakraborty by a Deed of Gift 25.09.1996 registered at the Office of A.D.S.R. Behala and recorded in Book No. I, Being No. 4457, for the year 1996, granted, transferred and

conveyed by way of Gift **ALL THAT** piece and parcel of Bastu Land measuring 3 Cottahs 9 Chittaks 27 sq.ft. more or less together with Tile Shed Structure being their undivided 3/5th share of said piece and parcel of Bastu Land measuring 6 Cottahs more or less together with a Residential Structure standing thereon, unto and in favour of their brothers said (a) Sri Dhruba Ranjan Banerjee, since deceased and (b) Sri Uttam Banerjee, the Vendor No. 2 herein, absolutely forever and free from all encumbrances.

AND WHEREAS thus the said Dhruba Ranjan Banerjee, since deceased, Sri Uttam Banerjee, the Vendor No. 2 herein, by virtue of inheritance from their mother and by dint of the aforesaid Deed of Gift, became the absolute owners of the said piece and parcel of Bastu Land measuring 6 Cottahs more or less together with a Residential Structure standing thereon and got their names recorded/mutated in respect thereof in the records of Maheshtala Municipality Ward No. 28 being Holding No. B2-60/75/1-2, Name of Road : B.B.T. Road, Bye Lane – 1.

AND WHEREAS the said Dhruba Ranjan Banerjee, since deceased, Sri Uttam Banerjee, the Vendor No. 2 herein also got their names recorded /mutated in respect of the said land in the records of B.L. & L.R.O. and an area of Bastu Land measuring 4 Sataks has been recorded in the name of said Dhruba Ranjan Banerjee, since deceased in L.R. Khatian No. 2028 of Dag No. 410 of said Mouza – Jagtala and an area of Bastu Land measuring 4 Sataks has been recorded in the name of the said Sri Uttam Banerjee, Vendor No. 2 herein, in L.R. Khatian No. 2027 of Dag No. 410 of said Mouza – Jagtala.

AND WHEREAS thus the said Dhruba Ranjan Banerjee, since deceased and Sri Uttam Banerjee, the Vendor No. 2 herein seized and possessed of or otherwise well and sufficiently entitled to the said piece and parcel of Bastu Land measuring 6 Cottahs more or less together with a Tile Shed Residential structure standing thereon measuring 200 sq.ft. lying and situate at Mouza Jagtala, J.L. No. 17, Pargana – Balia, R.S. No. 58, under Touzi No. 66, comprising Dag No. 410 under Sabek Khatian No. 151 & 154, R.S. Khatian Nos. 499, 504, 493, 514, 509, 501, 506, 496, 516 & 511 and L.R. Khatian Nos. 2028 & 2027, within the limits of the Maheshtala Municipality Ward No. 28 being Holding No. B2-60/75/1-2, Name of Road : B.B.T. Road, Bye Lane – 1, P.S. Maheshtala, Pin – 700141, A.D.S.R. Office Behala, District : South 24-Parganas **WITH** all sorts of easement rights thereto, having unfettered right, title and interest thereto and free from all encumbrances.

AND WHEREAS thereafter the said Dhruba Ranjan Banerjee, since deceased, father of the Vendor No. 1 herein and said Sri Uttam Banerjee, the Vendor No. 2 herein, jointly by a Development Agreement with

Development Power of Attorney dated 2nd day of August, 2022 registered at the Office of A.D.S.R. Behala and recorded in Book No. I, Volume No. 1607-2022, Pages from 339685 to 339732, Being No. 160710969, for the year 2022, entered into a contract or agreement with the Developer/Confirming Party herein namely **M/S. R.P. DEVELOPER**, a partnership firm having its Office at Kasimuddin Road, P.O. Batanagar, P.S. Maheshtala, Dist. South 24-Parganas, Kolkata – 700140, represented by its partners namely (1) **SRI PROSENJIT GHOSH**, son of Late Shib Kali Ghosh, by faith-Hindu, by Nationality-Indian, by occupation-Business, residing at Santoshpur, Post Office Paschim Rameshwarpur, Police Station-Budge Budge, Kolkata-700140, District South 24-Parganas **AND** (2) **SRI RANAJIT MONDAL**, son of Sri Bimal Mondal, by faith-Hindu, by Nationality-Indian, by occupation -Business, residing at 40A, B.B.D. Road, Post Office- Pujali, Police Station-Budge Budge, Kolkata-700138, District South 24 Parganas and (3) **SRI GAUTAM SARKAR**, son of Sri Madhusudan Sarkar, by faith Hindu, by Nationality Indian, by Occupation Business, residing at Nangi Sani Para, P.O. Batanagar, P.S. Maheshtala, Kolkata – 700140, Dist. South 24-Parganas, for development of their said Property being **ALL THAT** piece and parcel of Bastu Land measuring 6 Cottahs more or less together with a Tile Shed Residential structure standing thereon measuring 200 sq.ft. lying and situate at Mouza Jagtala, J.L. No. 17, Pargana – Balia, R.S. No. 58, under Touzi No. 66, comprising L.R.Dag No. 410 under Sabek Khatian No. 151 & 154, R.S. Khatian Nos. 499, 504, 493, 514, 509, 501, 506, 496, 516 & 511 and L.R. Khatian Nos. 2028 & 2027, within the limits of the Maheshtala Municipality Ward No. 28 being Holding No. B2-60/75/1-2, Name of Road : B.B.T. Road, Bye Lane – 1, P.S. Maheshtala, Pin – 700141, A.D.S.R. Office Behala, District : South 24-Parganas together with all sorts of easement rights over under and through the 18` ft. wide Municipality Road at the Southern side of the said Property, by constructing a Ground Plus Three Storied Building after demolishing the existing structure as per sanctioned Building Plan to be sanctioned by the Maheshtala Municipality and at the costs, expenses, efforts, risks, supervision and administration of the Developer/Confirming Party herein subject to the terms, conditions, stipulations and allocation of the parties, fully mentioned therein.

AND WHEREAS by the said Development Agreement with Development Power of Attorney the said Sri Dhruba Ranjan Banerjee, since deceased, father of the Vendor No. 1 herein and said Sri Uttam Banerjee, the Vendor No. 2 herein, also appointed the said (1) **SRI PROSENJIT GHOSH** having PAN - BARPG4128F son of Shib Kali

Ghosh, by faith-Hindu, by Nationality-Indian, by occupation-Business, residing at Santoshpur, Post Office Paschim Rameshwarpur, Police Station-Budge Budge, Kolkata-700140, District South 24-Parganas **AND** (2) **SRI RANAJIT MONDAL** having PAN - AYYPM9480C son of Sri Bimal Mondal, by faith-Hindu, by Nationality-Indian, by occupation-Business, residing at 40A, B.B.D. Road, Post Office-Paschim Pujali, Police Station-Budge Budge, Kolkata-700138, District South 24 Parganas and (3) **SRI GAUTAM SARKAR** having PAN – BOQPS4202F son of Sri Madhusudan Sarkar, by faith Hindu, by Nationality Indian, by Occupation Business, residing at Nangi Sani Para, P.O. Batanagar, P.S. Maheshtala, Kolkata – 700140, Dist. South 24-Parganas, all partners of **M/S. R.P. DEVELOPER** having PAN – ABFFR1742L, a partnership business, having its office at Kasimuddin Road, P.O. Batanagar, P.S. Maheshtala, Dist. South 24-Parganas, Kolkata – 700140, as their true and lawful Attorneys for themselves in their names and on their behalf to do several acts, deeds and things as also mentioned therein.

AND WHEREAS thereafter unfortunately the said Dhruba Ranjan Banerjee died intestate on 23.08.2022 leaving behind his only daughter namely Tista Banerjee, the Vendor No. 1 as his only legal heir.

Be it mentioned herein that wife of said Dhruba Ranjan Banerjee namely Aruna Banerjee predeceased him i.e. on 12.11.2019.

AND WHEREAS thus the Vendors herein jointly seized and possessed of or otherwise well and sufficiently entitled to the said piece and parcel of Bastu Land measuring 6 Cottahs more or less together with a Tile Shed Residential structure standing thereon measuring 200 sq.ft. lying and situate at Mouza Jagtala, J.L. No. 17, Pargana – Balia, R.S. No. 58, under Touzi No. 66, comprising L.R.Dag No. 410 under Sabek Khatian No. 151 & 154, R.S. Khatian Nos. 499, 504, 493, 514, 509, 501, 506, 496, 516 & 511 and L.R. Khatian Nos. 2028 & 2027, within the limits of the Maheshtala Municipality Ward No. 28 being Holding No. B2-60/75/1-2, Name of Road : B.B.T. Road, Bye Lane – 1, P.S. Maheshtala, Pin – 700141, A.D.S.R. Office Behala, District : South 24-Parganas together with all sorts of easement rights over under and through the 18` ft. wide Municipality Road at the Southern side of the said Property having unfettered right, title and interest thereto and free from all encumbrances.

AND WHEREAS the Vendors herein to give desire and respect of said Dhruba Ranjan Banerjee, further expressed their desire for development of their said Property by constructing a New Ground Plus Three Storied Building as per sanctioned Building Plan to be sanctioned by the Maheshtala Municipality through the Developer herein and thereafter the

Vendors herein by executing a Supplementary Development Agreement with Development Power of Attorney dated 13.12.2022 registered at the Office of A.D.S.R. Behala and recorded in Book No. I, Volume No. 1607-2022, Pages from 514369 to 514419 Being No 160716824 for the year 2022 entered into a further contract or agreement with the Developer/Confirming Party herein namely **M/S. R.P. DEVELOPER**, a partnership firm having its Office at Kasimuddin Road, P.O. Batanagar, P.S. Maheshtala, Dist. South 24-Parganas, Kolkata – 700140, represented by its partners namely (1) **SRI PROSENJIT GHOSH**, son of Late Shib Kali Ghosh, by faith-Hindu, by Nationality-Indian, by occupation-Business, residing at Santoshpur, Post Office Paschim Rameshwarpur, Police Station-Budge Budge, Kolkata-700140, District South 24-Parganas **AND** (2) **SRI RANAJIT MONDAL**, son of Sri Bimal Mondal, by faith-Hindu, by Nationality-Indian, by occupation-Business, residing at 40A, B.B.D. Road, Post Office- Pujali, Police Station-Budge Budge, Kolkata-700138, District South 24 Parganas and (3) **SRI GAUTAM SARKAR**, son of Sri Madhusudan Sarkar, by faith Hindu, by Nationality Indian, by Occupation Business, residing at Nangi Sani Para, P.O. Batanagar, P.S. Maheshtala, Kolkata – 700140, Dist. South 24-Parganas, for development of their said Property being **ALL THAT** piece and parcel of Bastu Land measuring 6 Cottahs more or less together with a Tile Shed Residential structure standing thereon measuring 200 sq.ft. lying and situate at Mouza Jagtala, J.L. No. 17, Pargana – Balia, R.S. No. 58, under Touzi No. 66, comprising L.R. Dag No. 410 under Sabek Khatian No. 151 & 154, R.S. Khatian Nos. 499, 504, 493, 514, 509, 501, 506, 496, 516 & 511 and L.R. Khatian Nos. 2028 & 2027, within the limits of the Maheshtala Municipality Ward No. 28 being Holding No. B2-60/75/1-2, Name of Road : B.B.T. Road, Bye Lane – 1, P.S. Maheshtala, Pin – 700141, A.D.S.R. Office Behala, District : South 24-Parganas together with all sorts of easement rights over under and through the 18' ft. wide Municipality Road at the Southern side of the said Property, by constructing a Ground Plus Three Storied Building after demolishing the existing structure as per sanctioned Building Plan to be sanctioned by the Maheshtala Municipality and at the costs, expenses, efforts, risks, supervision and administration of the Developer/Confirming Party herein subject to the terms, conditions, stipulations and allocation of the parties, fully mentioned therein.

AND WHEREAS by the said Supplementary Development Agreement with Development Power of Attorney the Vendors herein also appointed the said (1) **SRI PROSENJIT GHOSH** having PAN - BARPG4128F son of Shib Kali Ghosh, by faith-Hindu, by Nationality-Indian, by

occupation-Business, residing at Santoshpur, Post Office Paschim Rameshwarpur, Police Station-Budge Budge, Kolkata-700140, District South 24-Parganas **AND** (2) **SRI RANAJIT MONDAL** having PAN - AYYPM9480C son of Sri Bimal Mondal, by faith-Hindu, by Nationality-Indian, by occupation-Business, residing at 40A, B.B.D. Road, Post Office- Paschim Pujali, Police Station-Budge Budge, Kolkata-700138, District South 24 Parganas and (3) **SRI GAUTAM SARKAR** having PAN – BOQPS4202F son of Sri Madhusudan Sarkar, by faith Hindu, by Nationality Indian, by Occupation Business, residing at Nangi Sani Para, P.O. Batanagar, P.S. Maheshtala, Kolkata – 700140, Dist. South 24-Parganas, all partners of **M/S. R.P. DEVELOPER** having PAN – ABFFR1742L, a partnership business, having its office at Kasimuddin Road, P.O. Batanagar, P.S. Maheshtala, Dist. South 24-Parganas, Kolkata – 700140, as their true and lawful Attorneys for themselves in their names and on their behalf to look after, supervise, manage and administer all the affairs of the said Property, to obtain sanctioned Building Plan, to sell, transfer and convey the Developer's Allocation or any part thereof and for such sale to enter into any agreement for Sale/s and to sign and execute the same and also register the same with appropriate registering authority, if necessary, to receive advance money and/or booking money and/or earnest money and grant valid receipt thereof, to sign, execute, register, present and admit the Deed of Conveyance/s in respect of the Developer's Allocation or any part thereof on receipt of full and/or balance amount of the consideration money and to do all other acts, deeds and things as fully mentioned in the said Supplementary Development Agreement.

AND WHEREAS in terms of the said Supplementary Development Agreement with Development Power of Attorney, said Sri Prosenjit Ghosh, Sri Ranajit Mondal and Sri Goutam Sarkar, all partners of **M/S. R.P. DEVELOPER**, as the constituted Attorneys of the Vendors herein, obtained a sanctioned Building Plan being No. III-B/MM/BLDG/21/283/20-21 dated 16.10.2023 from the Maheshtala Municipality for construction of a Ground Plus Three Storied Residential Building at the said Plot of Land comprised in the said Holding No. B2-60/75/1-2, Name of Road: B.B.T. Road, Bye Lane – 1.

AND WHEREAS in terms of the said Supplementary Development Agreement with Development Power of Attorney and as per the said sanctioned Building Plan, the Developer/Confirming Party herein started the construction of the said Ground Plus Three Storied Residential Building at the said Plot of Land comprised in the said Holding No. B2-60/75/1-2, B.B.T. Road Bye Lane – 1.

AND WHEREAS it has clearly been mentioned in the said Development Agreement with Development Power of Attorney that the Owners' Allocation i.e. the Allocation of the Vendors herein are :

- a. Two Flats on the First Floor both at the front side each measuring 850 sq.ft. covered area(including Stair & Lift) each flat consists of Three bed rooms, one Kitchen cum Dining, Two Toilets and one Balcony ;
- b. One Flat measuring 500 sq.ft. covered area (including Stair & Lift) at the back side on the Ground Floor consists of two bed room, one Kitchen cum Dining, one Toilet and one Balcony ;
- c. One Flat measuring 500 sq.ft. covered area (including Stair & Lift) at the back side on the Third Floor consists of Two bed room, one Kitchen cum Dining, one Toilet and one Balcony ;
- d. Two Car Parking Spaces/areas at the back side on the Ground Floor each measuring 150 sq.ft. ;

TOGETHER WITH undivided impartible proportionate share of land **WITH** right to use and enjoy the common areas, common parts, installations, facilities & amenities of the said Building and Premises/Holding along with a sum of Rs. _____/- (_____) only.

AND WHEREAS it has also clearly been mentioned in the said Development Agreement that the Developer's Allocation is :

- i. Remaining Flat/s /Car Parking Spaces/Shops/Other Spaces, if any on the Ground Floor except Owners' Allocation ;
- ii. Remaining Flat/s or other constructed areas on the First Floor except Owners' Allocation ;
- iii. Entire Second Floor ;
- iv. Remaining Flat/s or other constructed areas on the Third Floor except owners' Allocation ;

TOGETHER WITH undivided impartible proportionate share of land **WITH** right to use & enjoy the common areas, common parts, installations, facilities and amenities of the said Building & premises/Holding.

AND WHEREAS the Purchaser herein in need of residential accommodation approached the Developer/Confirming Party herein to acquire and purchase one Flat and the Developer/Confirming Party herein out of its/their Allocation, agreed to sell one 3-BHK Flat being Flat No.at the South West side on the Third Floor measuring 1500 sq ft super built up area of the said Ground Plus three Storied Building

TOGETHER WITH undivided impartible proportionate share of land fully described in the Second Schedule hereunder written **WITH** right to use and enjoy the common areas, common parts, installations, facilities & amenities of the said Building & Premises/Holding fully described in the Third Schedule hereunder written subject to the payment of proportionate share of Common Expenses fully described in the Fourth Schedule hereunder written, free from all encumbrances, at or for a total consideration of Rs. _____/- (_____) only at the rate of Rs. _____/- per sq.ft. and the Purchaser herein agreed to purchase the said Flat at the said consideration and thereafter the Vendors herein represented by their said constituted Attorneys namely (1) **SRI PROSENJIT GHOSH** having PAN - BARPG4128F son of Late Shib Kali Ghosh, by faith - Hindu, by Nationality-Indian, by occupation-Business, residing at Santoshpur, Post Office Paschim Rameshwarpur, Police Station-Budge Budge, Kolkata-700140, District South 24-Parganas **AND** (2) **SRI RANAJIT MONDAL** having PAN - AYYPM9480C son of Sri Bimal Mondal, by faith-Hindu, by Nationality-Indian, by occupation -Business, residing at 40A, B.B.D. Road, Post Office- Pujali, Police Station-Budge Budge, Kolkata-700138, District South 24 Parganas and (3) **SRI GAUTAM SARKAR** having PAN – BOQPS4202F son of Sri Madhusudan Sarkar, by faith Hindu, by Nationality Indian, by Occupation Business, residing at Nangi Sani Para, P.O. Batanagar, P.S. Maheshtala, Kolkata – 700140, Dist. South 24-Parganas, all partners of **M/S. R.P. DEVELOPER** having PAN – ABFFR1742L, a partnership firm having its Office at Kasimuddin Road, P.O. Batanagar, P.S. Maheshtala, Dist. South 24-Parganas, Kolkata – 700140 by executing an Agreement for Sale dated entered into a contract or agreement with the Purchaser herein for sale and transfer of the said Flat, fully mentioned in the Second Schedule hereunder written and the Developer/Confirming Party herein received from the Purchaser herein a sum of Rs. _____/- (_____) only, the receipt and details of which fully mentioned in the Memo of said Agreement for Sale and also mentioned in the Memo of Consideration hereunder written, subject to certain terms and conditions, fully mentioned in the said Agreement for Sale.

AND WHEREAS in terms of the said Supplementary Development Agreement with Development Power of Attorney, as per the said sanctioned Building Plan, the Developer/Confirming Party herein completed the construction of the said Ground Plus Three Storied Residential Building now named as ` **MALINA APARTMENT** ` at the said Plot of Land comprised in the said Holding No. B2-60/75/1-2,

B.B.T. Road Bye Lane – 1, the description of the Land and Building, fully mentioned in the First Schedule hereunder written.

AND WHEREAS the Purchaser herein also paid the balance of the consideration money in favor of the Developer /Confirming Party on or before the execution of these presents and requested the Vendors and the Developer/Confirming Party to execute and register a Deed of Conveyance in respect of the said Flat, fully described in the Second Schedule hereunder written, to which the Vendors and the Developer /Confirming Party herein agreed.

NOW THIS INDENTURE WITNESSETH that in pursuance of the said Agreement and in consideration of the said sum of Rs. _____/- (_____) only out of which a sum of Rs. _____/- (_____) only has already been paid by the Purchaser to the Developer/Confirming Party at the time of execution of the said Agreement for Sale dt. and balance amount of Rs. _____/- (_____) only also paid by the Purchaser to the Developer /Confirming Party on or before the execution of these presents thus making a total amount of Rs. _____/-(_____) only well and truly paid by the Purchaser to the Developer /Confirming Party and as per Memo of Consideration hereunder written (the receipt whereof the Developer/Confirming Party do hereby admit and acknowledge as per Memo hereunder written and of and from the Payment of the same and every part thereof the Developer /Confirming Party do hereby acquit, release and forever discharge the said Purchaser as well as the said Flat of the said Building together with undivided impartible proportionate share or interest in the land comprised in the said Premises/Holding hereby sold) the Vendors and the Developer /Confirming Party do hereby grant, transfer, convey, sell, assure and assign unto the Purchaser **ALL THAT** one _____ Flat being Flat No..... measuring _____ super built up area consisting of Three Bed rooms, one Dining/Kitchen, One drawing room, One Toilet, one W.C. and Two Balconies, at the South West side on the Third Floor, of the said Ground Plus Three Storied Building now named as **MALINA APARTMENT** **TOGETHER WITH** undivided impartible proportionate share of land lying and situate at and being Holding No. B2-60/75/1-2, Name of Road : B.B.T. Road, Bye Lane - 1, P.S. Maheshtala, Kolkata-700141, within the limits of the Maheshtala Municipality Ward No. 28, A.D.S.R. Office Behala, in the District of South 24-Parganas, morefully and particularly described in the Second Schedule hereunder written and delineated in the Map or Plan annexed hereto and depicted by **RED** border lines

WITH right to use & enjoy the common areas, common parts, installations, facilities and amenities, fully described in the Third Schedule hereunder written **SUBJECT TO** the payment of proportionate share of Common Expenses, fully described in the Fourth Schedule hereunder written **OR HOWSOEVER OTHERWISE** the said Flat of the said Building together with undivided impartible proportionate share of land with common rights now are or is or at any time hereto before were or was situated, butted, bounded, called, known, numbered, described and distinguished **TOGETHER WITH** all and singular other erections Walls, structures, fixtures, fittings, ground and sewers, drains, ways, paths, passages, watercourses, Septic Tank, Water Reservoirs, Lift, lights, rights, privileges, profits, benefits as fully mentioned in the Third Schedule hereunder written and the advantages and appurtenances whatsoever thereto belonging or in anywise appertaining to or with the same or any part thereof now are or is or at any time heretofore were or was held, used, occupied or enjoyed therewith or reputed to belong or to be appurtenant thereto and the reversion or reversions and the remainder or remainders and the rents, issues and profits thereof and the said Flat of the said Building together with undivided impartible proportionate share of land with common rights hereby granted, transferred, sold, conveyed, assigned or assured or intended so to be and every part thereof **AND** all the estate, right, title, interest, inheritance, use, trust, possession, property claim and demand whatsoever both at law and in equity of the Vendors into and upon the said Flat of the said Building together with undivided impartible proportionate share of land with common rights hereby granted, transferred, sold, conveyed, assigned and assured or intended so to be **AND** all the deeds, pattahs, muniments, writings and evidences of title whatsoever relating to or concerning the same or any part thereof which now are or is or at any time heretofore were or was or may be in the custody, possession or power of the Vendors or any person or persons from whom the Vendors may or can procure the same without any action or suit **TO HAVE AND TO HOLD** the said Flat of the said Building together with undivided impartible proportionate share of land with common rights hereby granted, transferred, sold, conveyed, assigned and assured unto and to the use of the Purchaser absolutely forever and free from all encumbrances and the inheritance in fee simple in possession without any manner or condition, use, trust or other things whatsoever to alter, defeat, encumber, let or sub-let, sell or make void the same.

THE VENDORS AND THE DEVELOPER/CONFIRMING PARTY DO HEREBY COVENANT WITH THE PURCHASER as follows :

- a) The interest which the Vendors and the Developer/Confirming Party do hereby profess to transfer, subsists and that the Vendors and the Developer/Confirming Party have good right, full power, absolute authority and indefeasible title to grant, transfer, convey, assure and assign the said Flat of the said Building together with undivided impartible proportionate share or interest of and in the land and hereditaments comprised in the said Premises/Holding, staircases, Septic Tank, Water Reservoirs, corridors, electrical installations, electrical wiring, fixtures and fittings as aforesaid in the said Building hereby granted, conveyed, transferred, assigned and assured unto the said Purchaser in the manner aforesaid.
- b) It shall be lawful for the Purchaser from time to time and at all times hereafter to enter into, upon and enjoy the said Flat of the said Building together with undivided impartible proportionate share or interest in the land comprised in the said Premises/Holding and to receive the rents, issues and profits thereof without any interruption, hindrance, claim, demand or disturbances whatsoever from or by the Vendors and the Developer/Confirming Party or any person or persons claiming through under or in trust for the Vendors and the Developer/Confirming Party.
- c) The said Flat of the said Building together with undivided impartible proportionate share or interest in the land comprised in the said Premises/Holding is free from all charges, encumbrances, liens, lispens or any attachment whatsoever and that the said land, messuage and Premises is not subject to any litigation and there is no Case, suit or proceeding pending before any Court of Law against the said Premises/Holding.
- d) The Vendors and the Developer/Confirming Party shall from time to time and at all times hereafter upon every reasonable request and at the cost of the Purchaser make, do and execute or cause to be made, done and executed all such further and other lawful and reasonable acts, deeds, matters and things whatsoever for better and more perfectly assuring and conveying the said Flat of the said Building together with undivided impartible proportionate share of land comprised in the said Premises/Holding unto the Purchaser in manner aforesaid as shall or may be reasonably required.

THE PURCHASER DOETH HEREBY COVENANT WITH THE VENDORS AND THE DEVELOPER/CONFIRMING PARTY as follows :

- a) The Purchaser herein for the benefit of the said Building and other Units/Flats/Apartments/Car Parking Spaces/Other Spaces, if any and every part thereof do hereby covenant with the Vendors and the Developer/Confirming Party and the owners of the other Units /Flats/Apartments/Car Parking Spaces/Other Spaces comprised in the said Building that the Purchaser and all other persons deriving title under him will at all times hereafter observe the restrictions, obligations, rules and regulations and conditions of the Association to be formed by and between the Purchaser and other Owners of Flats/Car Parking Spaces/Other Spaces.
- b) The Purchaser shall hold, occupy, own and enjoy the said undivided proportionate and impartible share or interest of the land hereby sold and conveyed in common and inconsistent with the rights and interest of the Owners of other Undivided Shares in the said Premises/Holding and inconsistent with the rights of the Owners of the other Flats/Car Parking Spaces/Other Spaces in the said Premises/Holding and all other persons lawfully entitled to and to use all areas, drains, sewers, water courses, Water Reservoirs, now exist or hereafter to be erected and installed in the said Premises/Holding and to pay proportionate share with the aforesaid Owners and other persons the cost of repairing and maintaining all such sewers, watercourses and to use the same as aforesaid and in accordance with the rules and regulations, bye-laws and terms and conditions of the Association/Society to be formed by and between the Purchaser and the Owners of other Flats/Car Parking Spaces/Other Spaces.
- c) The Purchaser doth hereby covenant with the Vendors and the Developers/Confirming Party that the Purchaser shall at all times hereafter regularly and punctually pay or make payment of all Municipality taxes and other outgoings, cesses and impositions, duties, levies which may be imposed or become payable in respect of the said Flat of the said Building together with undivided impartible proportionate share of land hereby sold, transferred, conveyed, assured and assigned unto the said Purchaser.
- d) To keep the said Flat of the said Building together with undivided impartible proportionate share of land and other

- parts, sewers, drains, ditches, pipes, cables, wires, conduits, gutters and appurtenances in good and reasonable repair.
- e) To contribute and pay proportionate share of all expenses and outgoings to the Association/Society as fully mentioned in the Fourth Schedule hereunder written.
 - f) To keep the said Flat of the said Building and other Parts, Walls, Sewers, drains, pipes and entrances exclusively serving the said Flat in good condition.
 - g) The Purchaser shall become and remain a member of the Association or Society to be formed by and between the Owners of the other Undivided Shares/Flats /Apartments /Car Parking Spaces/Other Spaces in the said Premises/Holding and the Purchaser herein.
 - h) The Purchaser shall observe and perform strictly the terms and conditions, bye-laws and rules and regulations of the Association/Society to be formed as aforesaid.

IT IS FURTHER AGREED BY AND BETWEEN THE VENDORS AND THE DEVELOPER/CONFIRMING PARTY AND THE PURCHASER as follows :

- a) That the undivided proportionate share in the land of the said Premises/Holding and the said Flat of the said Building hereby sold, transferred, conveyed, granted, assured and assigned unto and in favour of the Purchaser shall always remain impartible.
- b) The Purchaser shall be entitled to sell, transfer, gift or otherwise alienate the said Flat of the said Building together with undivided impartible proportionate share of land with common rights hereby granted, conveyed, transferred, assured and assigned unto the Purchaser to any person/persons without any consent of the Vendors and the Developer /Confirming Party or any other Flat Owners/Occupiers at any price or consideration the Purchaser in his absolute discretion shall think fit and proper.
- c) The Purchaser shall not throw or accumulate or allow to be thrown or accumulated any rubbish, tit bits, night soils or any refuse etc. in the common areas, passages, except the receptacle fixed for the same.
- d) The Purchaser shall not create or permit to be created any annoyance or disturbance to the peaceful living of other Flats/Units/Apartment/Car Parking Spaces/Other Space Owners of the said Premises/Holding.

- e) That the Vendors and the Developer/Confirming Party further covenant with the Purchaser that if any dispute, claim, demand, litigation or case shall arise at any time in future regarding right, title, interest, possession of the Purchaser in respect of the Property mentioned in the Second Schedule hereunder written, in such event the Vendors and the Developer/Confirming Party shall be bound to make good or to compensate all losses, damages sustained by the Purchaser.
- f) That after this sale and transfer the Vendors and the Developer/Confirming Party including their respective heirs, executors, administrators, legal representatives and assigns shall have no right, title, interest, share and possession in respect of the Property mentioned in the Second Schedule hereunder written.
- g) That the Purchaser shall have every right to mutate his name as owner and possessor in respect of the said Flat in the records of the Maheshtala Municipality and other authorities concerned and in such event this Deed shall be treated as the full and final consent of the Vendors and the Developer /Confirming Party for the purpose of such mutation and assessment.
- h) That the Purchaser shall be liable to pay directly to the Maheshtala Municipality or to any other legal authorities, competent authority in respect of the said Flat towards payment of taxes and other outgoings.
- i) That the Purchaser shall have full and absolute rights in common with other Co-owners of the said building in respect of proportionate share of common rights, common facilities and common amenities belonging to the said Building and Premises, fully described in the Third Schedule hereunder written.
- j) That the Purchaser shall have every right to use the common areas of the said Building & Premises for repairing, maintenance, white washing, painting, decorating, plastering, renovating, re-constructing the said Flat.
- k) That the Purchaser shall have every right to take electric Meter and Telephone Connection in his name at the specified place of the said Building at the costs and expenses of the Purchaser.

FIRST SCHEDULE REFERRED TO ABOVE

ALL THAT piece and parcel of Bastu Land measuring 6 Cottahs more or less **TOGETHER WITH** a Ground Plus Three Storied Building built and/or erected thereon now named as **MALINA APARTMENT**, lying and situate at Mouza Jagtala, J.L. No. 17, Pargana Balia, R.S. No. 58, under Touzi No. 66, comprising L.R. Dag No. 410 under Sabek Khatian No. 151 & 154, R.S. Khatian Nos. 499, 504, 493, 514, 509, 501, 506, 496, 516 & 511 and L.R. Khatian Nos. 2028 & 2027, within the limits of the Maheshtala Municipality Ward No. 28 being Holding No. B2-60/75/1-2, Name of Road : B.B.T. Road, Bye Lane-1, P.S. Maheshtala, Pin - 700141 A.D.S.R Office Behala, District : South 24-Parganas together with all sorts of easement rights over under and through the 18`ft. wide Municipality Road at the Southern side of the said Property being butted and bounded by :

On the North : Property of Dhiren Banerjee ;

On the South : 18` ft. wide Municipality Road ;

On the East : Green Enclave Apartment ;

On the West : Tara-Maa Apartment ;

SECOND SCHEDULE REFERRED TO ABOVE

ALL THAT one 3-BHK Flat being Flat No..... measuring 1500 sq.ft. super built up area (Tiles Floor) (Carpet area of 1154 sq.ft. more or less) consisting of Three Bed rooms, one Dining/Kitchen, One drawing room, One Toilet, one W.C. and Two Balconies, at the South West side on the Third Floor, of the said Ground Plus Three Storied Building now named as **MALINA APARTMENT** **TOGETHER WITH** undivided impartible proportionate share of land mentioned in the First Schedule hereinabove lying and situate at and being Holding No. B2-60/75/1-2, Name of Road : B.B.T. Road, Bye Lane - 1, P.S. Maheshtala, Kolkata-700141, within the limits of the Maheshtala Municipality Ward No. 28, A.D.S.R. Office Behala, in the District of South 24-Parganas and the said Flat is delineated in the Map or Plan annexed hereto and depicted by **RED** border lines.

THIRD SCHEDULE REFERRED TO ABOVE

(Common Areas, common parts, installations, facilities & amenities)

1. Open Space and side space.
2. Outer Walls of the Main Building.

3. Columns of the Main Building.
4. Surface drains, sewerage/drainage.
5. Boundary Walls.
6. Septic Tank.
7. Water Reservoirs, both underground and overhead and main pipe line except those are inside any Unit.
8. Passage/Side Common Space.
9. Main Entrance of the Building & Premises/Holding.
10. Electric Motor-cum-Electric Pump Room.
11. Meter room/space.
12. Stairs, staircases, stair landing and roof of the Building.
Electric wiring and lights in the staircase, landing and main Entrances.
13. Lift, Lift room, landings and other installation in respect thereof.

FOURTH SCHEULE REFERRED TO ABOVE

(Common Expenses)

1. The Expenses of maintaining, repairing, redecorating and renewing the main structure and in particulars the drainage, sewerage system, water discharge arrangements, Water supply, system of Electricity to all common areas including Lift as mentioned in the Third Schedule hereinabove.
2. The expenses of repairing, maintaining, painting, white washing and colouring the main structure of the Building, the exterior of the Building, the Passage around the building lobby, corridors, staircase, Lift and other common areas.
3. Salaries, Wages, Fees or Remuneration of Durwans, Liftmen if require, Sweepers, plumbers, Electricians, caretakers or any other persons or persons to be employed for the purpose as aforesaid.
4. Proportionate Municipality and other rates, taxes and levies and all other outgoings in respect of the Premises (save those assessed separately in respect of any Unit).
5. Expenses for serving/supply of Common facilities and utilities and all other expenses incidental thereto.
6. Creation of funds for replacement, renovation and/or other periodical expenses.
7. All other expenses and/or outgoings including litigation expenses.

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

WITNESSES :

1.

As the constituted Attorneys
of the Vendors.
(Signature of the Vendors)

2.

(Signature of the Developer
/Confirming Party)

(Signature of the Purchaser)

Drafted by me &
Prepared in my Office.

Advocate.

MEMO OF CONSIDERATION

RECEIVED a sum of Rs. _____/-
(_____) only from the withinnamed Purchaser
being the full and final consideration money, in the manner written
hereunder :

WITNESSES :

1.

R. P. Developer

2.

Gaurav Sankar
Partners

(Signature of the Developer
/Confirming Party)