

DEED OF CONVEYANCE

THIS DEED OF CONVEYANCE is made on this the Day of Two Thousand and Twenty-Four (2024).

BETWEEN

(1) MR. DIBAKAR DASGUPTA (PAN No. AGVPD3284G), son of Late Deb Ranjan Dasgupta and grandson of Late Monoranjana Dasgupta, by Occupation - Business, by faith- Hindu, by Nationality- Indian, residing at 181, Nagendra Nath Road, P.O. & P.S. Dum Dum, Kolkata – 700 028, District – North 24 Parganas, West Bengal, **(2) MRS. SUPARNA BOSE NEE DASGUPTA (PAN No. CHBPB6591B)**, wife of Swapan Kumar Bose and daughter of Late Deb Ranjan Dasgupta and granddaughter of Late Monoranjana Dasgupta, by Occupation - Housewife, by faith- Hindu, by Nationality- Indian, residing at 17/3, Motijheel Avenue, P.O. Motijheel, P.S. Dum Dum, Kolkata – 700028, District – North 24 Parganas, West Bengal, **(3) MRS. SUMANA MUKHERJEE NEE DASGUPTA (PAN No. EFYPM7932G)**, wife of Dulal Mukherjee and daughter of Late Deb Ranjan Dasgupta and granddaughter of Late Monoranjana Dasgupta, by Occupation - Housewife, by faith- Hindu, by Nationality- Indian, residing at 10, A.P.C. Avenue, P.O. Ghughudanga, P.S. Dum Dum, Kolkata – 700030, District – North 24 Parganas, West Bengal, **(4) MR. SUSNATA DASGUPTA (PAN No. BCSPD8651H)**, son of Late Ranadhir Dasgupta and grandson of Late Monoranjana Dasgupta, by Occupation - Service, by faith- Hindu, by Nationality- Indian, residing at 17, Motijheel Avenue, P.O. Motijheel, P.S. Dum Dum, Kolkata – 700074, District – North 24 Parganas, West Bengal, **(5) MRS. SHUKLA DASGUPTA (PAN No. AWWPD3303R)**, wife of Late Sekhardhir Dasgupta and daughter-in-law of Late Monoranjana Dasgupta, by Occupation - Housewife, by faith- Hindu, by Nationality- Indian, residing at 17, Motijheel Avenue, P.O. Motijheel, P.S. Dum Dum, Kolkata – 700074, District – North 24 Parganas, West Bengal, **(6) MRS. SUTAPA GHOSH (PAN No. AHUPG4008M)**, wife of Subhasish Ghosh and daughter of Late Sekhardhir Dasgupta and granddaughter of Late Monoranjana Dasgupta, by Occupation - Housewife, by faith- Hindu, by Nationality- Indian, residing at Block – EE, 170/B4, Salt Lake, Sector - II, P.O. Bidhannagar, P.S. Bidhannagar, Kolkata – 700091, District – North 24 Parganas, West Bengal, **(7) MR. ARUNAVA DASGUPTA ALIAS MR. SUBHAMOY DASGUPTA (PAN No.**

SHINE

Shrinivas Das

Proprietor

BIYPD0775J), son of Late Sekhardhir Dasgupta and granddaughter of Late Monoranjan Dasgupta, by Occupation - Service, by faith- Hindu, by Nationality- Indian, residing at Divine Apartment, 16, Motijheel Avenue, P.O. Motijheel, P.S. Dum Dum, Kolkata – 700074, District – North 24 Parganas, West Bengal and **(8) DR. SUJITA DE (PAN No. AEFPD9719J)**, wife of Dr. Sridhar Chandra De, by Occupation – Medical Practitioner, by faith- Hindu, by Nationality- Indian, residing at 21E, Motijheel Avenue, Karunamoyee Abasan, P.O. Motijheel, P.S. Dum Dum, Kolkata – 700074, District – North 24 Parganas, West Bengal, hereinafter called and referred to as the **OWNER/VENDOR** (which terms and expressions shall unless excluded by or repugnant to the subject or context be deemed to mean and include their heirs, successors, executors, administrators, representatives and assigns) of the **FIRST PART**. The Owners Nos. 1 to 7 herein duly represented by **SHINE**, a proprietorship firm, having its office at 11, Rastraguru Avenue, P.O. & P.S. Dum Dum, Kolkata – 700028, District – North 24 Parganas, being represented by its Proprietor namely **MR. ASHIM KUMAR DAS (PAN NO. ADOPD1348K)**, son of Late Motilal Das, by faith – Hindu, by Nationality – Indian, by Occupation – Business, residing at 46/2, Prabartak Pally, D.P. Nagar, P.O. & P.S. Belgharia, Kolkata – 700056, District – North 24 Parganas, by virtue of Development Power of Attorney on 6th Day of March, 2018, which was registered in the office of the Additional District Sub Registrar at Cossipore, Dum Dum and recorded in Book – I, Volume Number 1506-2018, Page from 92070 to 92119, Being No. 150601925 for the year 2018 AND The Owner No. 8 duly represented by **SHINE**, a proprietorship firm, having its office at 11, Rastraguru Avenue, P.O. & P.S. Dum Dum, Kolkata – 700028, District – North 24 Parganas, being represented by its Proprietor namely **MR. ASHIM KUMAR DAS (PAN NO. ADOPD1348K)**, son of Late Motilal Das, by faith – Hindu, by Nationality – Indian, by Occupation – Business, residing at 46/2, Prabartak Pally, D.P. Nagar, P.O. & P.S. Belgharia, Kolkata – 700056, District – North 24 Parganas, by virtue of Development Power of Attorney on 18th Day of September, 2018, which was registered in the office of the Additional District Sub Registrar at Cossipore, Dum Dum and recorded in Book – I, Volume Number 1506-2018, Page from 374692 to 374708, Being No. 150608322 for the year 2018.

AND

SHINE
Ashim Kumar Das
Proprietor

SHINE, a proprietorship firm, having its office at 11, Rastraguru Avenue, P.O. & P.S. Dum Dum, Kolkata – 700028, District – North 24 Parganas, being represented by its Proprietor namely **MR. ASHIM KUMAR DAS (PAN NO. ADOPD1348K)**, son of Late Motilal Das, by faith – Hindu, by Nationality – Indian, by Occupation – Business, residing at 46/2, Prabartak Pally, D.P. Nagar, P.O. & P.S. Belgharia, Kolkata – 700056, District – North 24 Parganas, hereinafter called as the **"DEVELOPER/CONFIRMING PARTY"** (which terms or expression shall unless excluded by or repugnant to the contexts be deemed to mean include their heirs, executors, administrators, legal representatives and assigns) of the **SECOND PART.**

AND

(1) MR. SUDHI RANJAN DAS GUPTA ALIAS MR. SUDHIR RANJAN DAS GUPTA (PAN No. AIMPD8421G), son of Late Benoy Ranjan Das Gupta, by Occupation - Retired, by faith- Hindu, by Nationality- Indian, residing at 17, Motijheel Avenue, P.O. Motijheel, P.S. Dum Dum, Kolkata – 700074, District – North 24 Parganas, West Bengal, **(2) MR. SADHAK DASGUPTA (PAN NO. EATPD9973C)**, son of Late Asok Kumar Dasgupta and grandson of Late Benoy Ranjan Das Gupta, by Occupation - Service, by faith- Hindu, by Nationality- Indian, residing at 17, Motijheel Avenue, P.O. Motijheel, P.S. Dum Dum, Kolkata – 700074, District – North 24 Parganas, West Bengal, **(3) MR. ALOKE DAS GUPTA (PAN No. ALLPG2466J)**, son of Late Asok Kumar Dasgupta and grandson of Late Benoy Ranjan Das Gupta, by Occupation - Service, by faith- Hindu, by Nationality- Indian, residing at 17, Motijheel Avenue, P.O. Motijheel, P.S. Dum Dum, Kolkata – 700074, District – North 24 Parganas, West Bengal, **(4) MR. AVIK DASGUPTA (PAN NO. CPMPD2884J)**, son of Late Asok Kumar Dasgupta and grandson of Late Benoy Ranjan Das Gupta, by Occupation - Service, by faith- Hindu, by Nationality- Indian, residing at 17, Motijheel Avenue, P.O. Motijheel, P.S. Dum Dum, Kolkata – 700074, District – North 24 Parganas, West Bengal, **(5) MRS. MALABIKA DASGUPTA (PAN No. AYTPD9382R)**, daughter of Late Premananda Dasgupta alias Kabyatirtha and wife of Late Sarit Dasgupta, by Occupation - Housewife, by faith- Hindu, by Nationality- Indian, residing at 143, Sukhia Road, 10 No. Basti, P.O. Golmuri, P.S. Sidhgora, Jamsedpur – 831009, District – East Singbhum, Jharkhand, **(6) MR. SOMENATH SENGUPTA (PAN No. AZFPS9414A)**, son of Late Manjulika Sengupta, by Occupation - Service, by faith- Hindu, by Nationality- Indian,

Cossipore, Dum Dum and recorded in Book – I, Volume Number 1506-2018, Page from 374692 to 374708, Being No. 150608322 for the year 2018.

AND

[if the Allottee is a company]

_____ (CIN No.) a company incorporated under the provisions of the Companies Act, [1956 or the Companies Act, 2013 as the case may be], having its registered office at _____ (PAN No. _____) represented by its authorized signatory, (Aadhaar No. _____) duly authorized vide board resolution dated _____, hereinafter referred to as the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, and permitted assigns.)

[OR]

[if the Allottee is a Partnership]

_____ a partnership firm registered under the Indian Partnership Act, 1932 having its principal place of business at _____ PAN No. _____, represented by its authorized partner _____ (Aadhaar No. _____) duly authorized vide _____ hereinafter referred to as the "Allottee" (which expression shall unless repugnant to the context or meaning thereof he deemed to mean and include the partners or partner for the time being of the said firm, the survivor or survivors of them and their heirs, executors and administrators of the last surviving partner and his/her/their assigns).

[OR]

[if the Allottee is an Individual]

Mr./Ms. _____ (Aadhaar No. _____) son/ daughter of _____ aged about _____ residing at _____ (PAN No. _____) hereinafter called the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean

SHINE
Shimul Das
Proprietor

and include his/her heirs, executors, administrators, successors-in-interest and permitted assigns).

[OR]

[if the Allottee is a HUF]

Mr. _____ (Aadhaar No. _____) son of _____
aged about _____ for self and as the Karta of the Hindu Joint Mitakshara Family known as HUF, having its place of business / residence at _____ (PAN No. _____) hereinafter referred to as the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean the members or member for the time being of the said HUF, and their respective heirs, executors, administrators and permitted assigns) of the **THIRD PART**.

WHEREAS :

- A. By an Indenture dated 7th June, 1934 registered in the Office of the Sub Registrar at Cossipore, Dum Dum and recorded in Book No. 1, Volume No. 21, Pages from 136 to 144, Being No. 1101 for the year 1934. The Calcutta Suburban Co-operative Colony Limited granted a perpetual settlement in favour of Monoranjan Dasgupta with specific terms and conditions of land measuring 1 (One) Bigha, 8 (Eight), 28 (Twenty Eight) Sq. Ft. more or less, lying and situated at and being portion of Municipal Premises No. 40, Dum Dum Road, comprised in C.S. Dag No. 525 and 152 in C.S. Khatian No. 168 & 533, in Mouza – Bagjola and Satgachi, within South Dum Dum Municipality, P.S. Dum Dum, District – North 24 Parganas (collectively mother property).
- B. Said Monoranjan Dasgupta constructed the said structure in part of the Mother Property and mutated his name in the South Dum Dum Municipality and also in the concerned land department.
- C. During the lifetime, Monoranjan Dasgupta had given permission to his brother Benoy Ranjan Dasgupta and other brothers with their respective family to stay in the Mother Property for an indefinite period.

SHINE
Monoranjan Das
Proprietor

- D. By a Deed of Conveyance in Bengali Language (saaf bikroy kobala) dated 4th October, 1976, registered in the office of the Sub Registrar at Cossipore, Dum Dum and recorded in Book No. 1, Volume No. 100, Pages from 199 to 204, being Deed No. 6459 for the year 1972, said Monoranjan Dasgupta sold, transferred and conveyed to Anjan Ganguly, land admeasuring 02 (two) Cottah, 03 (Three), 25 (twenty five) Sq. Ft. more or less out of the Mother property, free from all encumbrances. Thus, said Monoranjan Dasgupta left with the balance of the Mother Property.
- E. On 9th December, 1976, Monoranjan Dasgupta a Hindu Governed by the Dayabhaga School of Hindu Law, died intestate leaving behind him surviving his 04 (four) sons namely (1) Debranjana Dasgupta, (2) Sisir Ranjan Dasgupta, (3) Ranadhir Dasgupta, (4) Sekhardhir Dasgupta as his only legal heirs who jointly and in equal share inherited the right, title and interest of Monoranjan Dasgupta in the balance of the Mother Property, free from all encumbrances.
- F. On 21st November, 1983, Debranjana Dasgupta a Hindu Governed by the Dayabhaga School of Hindu Law, died intestate leaving behind him surviving his wife Jharna Dasgupta, his only son Dibakar Dasgupta and his 2 (two) daughters namely (1) Suparna Bose and (2) Sumana Mukherjee as his only legal heirs and heiresses who jointly and on equal share inherited the right, title and interest of Late Debranjana Dasgupta in the share of balance of the Mother Property, free from all encumbrances.
- G. By a Deed of Conveyance in Bengali language (Saaf Bikroy Kobala) registered in the office of the Sub Registrar at Cossipore, Dum Dum and recorded in Book No. 1, Volume No. 72, Pages from 477 to 488, being Deed No. 3801 for the year 1985, (1) Sisir Ranjan Dasgupta, (2) Ranadhir Dasgupta, (3) Sekhadhir Dasgupta, (4) Jharna Dasgupta, (5) Dibakar Dasgupta, (6) Suparna Bose and (7) Sumana Mukherjee jointly sold, conveyed and transferred to Sujata Dey, land measuring 2 (two) Cottah out of the balance of the mother Property, free from all encumbrances.
- H. Pursuant to the transfer as stated above (1) Sisir Ranjan Dasgupta, (2) Ranadhir Dasgupta, (3) Sekhadhir Dasgupta, (4) Jharna Dasgupta, (5)

SHINE

Shirish Das
Proprietor

Dibakar Dasgupta, (6) Suparna Bose and (7) Sumana Mukherjee became the joint owners of the said property, free from all encumbrances.

- I. On 18.02.2015, Jharna Dasgupta a Hindu Governed by the Dayabhaga School of Hindu Law, died intestate leaving behind her surviving her only son Dibakar Dasgupta, his 2 (two) daughters namely (1) Suparna Bose and (2) Sumana Mukherjee as her legal heirs and heiresses who jointly and in equal share inherited the right, title and interest of Late Jharna Dasgupta in the share of the said property, free from all encumbrances.
- J. On 02.12.1993 demise of Sisir Ranjan Dasgupta (Bachelor) by Hindu Law died intestate leaving behind him surviving Jharna Dasgupta, Suparna Das Gupta, Dibakar Das Gupta and Sumana Das Gupta (all legal heirs of Debranjana Das Gupta) and his two brothers Ranadhir Das Gupta and Sekhardhir Das Gupta.
- K. On 19.09.1997 demise of Sekhardhir Das Gupta leaving behind him surviving Sukla Das Gupta (wife), Arunabha Das Gupta alias Subhamoy Das Gupta (son), Sutapa Das Gupta (Daughter).
- L. On 17.07.2007 demise of Ranadhir Das Gupta and his wife Shikha Dasgupta leaving behind them surviving Sandipan Das Gupta and Susnata Das Gupta and after the demise of Sandipan Das Gupta (Bachelor) on 09.10.2009 leaving behind him surviving his only brother Susnata Das Gupta.
- M. In the above mentioned circumstances, the Owners have become the joint and absolute owners of the said property, free from all encumbrances.
- N. The confirming parties are the decedents of Benoy Ranjan Das Gupta, Premananda Dasgupta and Nilkunj Behari Dasgupta leaving behind their surviving legal heirs and heiresses.
- O. Due to misconception, the Confirming Parties along with their predecessors claim to be the joint owners of the said property along with the Owners herein.

- P. The Owners and the predecessors of the Owners have got their name mutated in the records of the L.R. Settlement of the B.L.&L.R.O., Barrackpore-II, North 24 Parganas in L.R. Khatian Nos. 442, 1773, 2078, 4448, 5019, 5020, 5995, 5996, 5997.
- Q. The said Mr. Dibakar Dasgupta, Mrs. Suparna Bose Nee Dasgupta, Mrs. Sumana Mukherjee Nee Dasgupta, Mr. Susnata Dasgupta, Mrs. Shukla Dasgupta, Mrs. Sutapa Ghosh, Mr. Arunava Dasgupta, the Owners Nos. 1 to 7 herein become the absolute lawful owner of ALL THAT piece and parcel of land measuring about admeasuring 17 (Seventeen) Cottah, 7 (Seven) Chittack, more or less of Mouza – Satgachi, J.L. No. 20, comprised in R.S./L.R. Dag No. 2285, 7 & 8, recorded in C.S. Khatian No. 168 & 533, L.R. Khatian No. 442, 181, 1655, 1773, 2078, 3335, 4448, 5019, 5020, 5995, 5996, 5997 & 5998, at being Premises No. 17, Motijheel Avenue, P.S. Dum Dum, Kolkata – 700074, at Holding No. 388 (previously 123), Motijheel Avenue, District – North 24 Parganas, under Ward No. 9, within the local limits of South Dum Dum Municipality (herein after referred to as the said Premises) morefully and particularly described in the Part – I of the FIRST SCHEDULE hereunder written.
- R. The said Mr. Sudhi Ranajan Dasgupta alias Mr. Sudhir Ranjan Das Gupta, Mr. Sadhak Dasgupta, Mr. Alope Dasgupta, Mr. Avik Dasgupta, Mr. Malabika Dasgupta, Mr. Somenath Sengupta, Mr. Parthapratim Dasgupta, Mr. Prabaha Dasgupta, Mrs. Anasua Majumdar, Mrs. Saswati Dasgupta and Mr. Ranjan Dasgupta, the Confirming Parties Nos. 1 to 11 herein are well seized and possessed of or otherwise well and sufficiently entitled to the land measuring about admeasuring 17 (Seventeen) Cottah, 7 (Seven) Chittack.
- S. After the said purchased Dr. Sujita De duly mutated her name in the records of South Dum Dum Municipality being Municipal Holding No. 542, Motijheel Avenue, Ward No. 9, under South Dum Dum Municipality and constructed dwelling house aforesaid property and also in the Records of B.L.& L.R.O. comprised in L.R. Dag No. 8, L.R. Khatian No. 6200 of Mouza – Satgachi.

SHINE

Siddhanta Kumar Das
Proprietor

- T. The said Dr. Sujita De, the Owner No. 8 herein become the absolute lawful owner of ALL THAT piece and parcel of land measuring about admeasuring 2 (Two) Cottah, more or less together with tile shed structure standing thereon, measuring an area of 500 Sq. Ft. more or less comprised in C.S. Dag No. 153, R.S. Dag No. 8, L.R. Dag No. 8, under C.S. Khatian No. 533, R.S. Khatian No. 1512, L.R. Khatian No. 6200, at Mouza – Satgachi, J.L. No. 20, being Premises No. 17, Motijheel Avenue, P.S. Dum Dum, Kolkata – 700074, at Holding No. 542, Motijheel Avenue, District – North 24 Parganas, under Ward No. 9, within the local limits of South Dum Dum Municipality, (herein after referred to as the said Premises) morefully and particularly described in the part – II of the FIRST SCHEDULE hereunder written
- U. The said Owner Nos. 1 to 7 herein decided to construct a building on the said land as per plan to be obtained from the South Dum Dum Municipality after demolition of the existing building standing thereon and accordingly the said Owners Nos. 1 to 7 herein entered into a registered Development Agreement dated **6th Day of March, 2018** with **SHINE**, a proprietorship firm, having its office at 11, Rastraguru Avenue, P.O. & P.S. Dum Dum, Kolkata – 700028, District – North 24 Parganas, being represented by its Proprietor namely **MR. ASHIM KUMAR DAS (PAN NO. ADOPD1348K)**, son of Late Motilal Das, by faith – Hindu, by Nationality – Indian, by Occupation – Business, residing at 46/2, Prabartak Pally, D.P. Nagar, P.O. & P.S. Belgharia, Kolkata – 700056, District – North 24 Parganas as Developer i.e. the Developer herein for the development of the said property under certain terms & conditions as the Developer shall think, fit and proper and the same was duly registered before the office of the Additional District Sub Registrar at Cossipore, Dum Dum and recorded in Book No. 1, Volume No. 1506-2018, Pages from 89349 to 89422, Being No. 150601839 for the year 2018.
- V. By a registered Development Power of Attorney dated **6th Day of March, 2018**, the said Owners Nos. 1 to 7 herein have appointed **SHINE**, a proprietorship firm, having its office at 11, Rastraguru Avenue, P.O. & P.S. Dum Dum, Kolkata – 700028, District – North 24 Parganas, being represented by its Proprietor namely **MR. ASHIM KUMAR DAS (PAN NO. ADOPD1348K)**, son of Late Motilal Das, by faith – Hindu, by Nationality –

SHINE

Ashim Kumar Das
Proprietor

Indian, by Occupation – Business, residing at 46/2, Prabartak Pally, D.P. Nagar, P.O. & P.S. Belgharia, Kolkata – 700056, District – North 24 Parganas as their lawful attorney to act behalf of them and the same was duly registered with the office of the Additional District Sub Registrar at Cossipore, Dum Dum and recorded in Book – I, Volume Number 1506-2018, Page from 92070 to 92119, Being No. 150601925 for the year 2018.

- W. The said Owner No. 8 herein decided to construct a building on the said land as per plan to be obtained from the South Dum Dum Municipality after demolition of the existing building standing thereon and accordingly the said Owners No. 8 herein entered into a registered Development Agreement dated **23rd Day of November, 2016** with **BHABATARAN GHOSH (PAN NO. ADYPG3814B)**, son of Late Tarak Chandra Ghosh, by faith – Hindu, by Nationality – Indian, by Occupation – Business, residing at 1/51, Dr. Meghnath Saha Road, Chatakal, P.O. Motijheel, P.S. Dum Dum, Kolkata – 700074, District – North 24 Parganas as Developer i.e. the Developer therein for the development of the said property under certain terms & conditions as the Developer shall think, fit and proper and the same was duly registered before the office of the Additional District Sub Registrar at Cossipore, Dum Dum and recorded in Book No. 1, Volume No. 1506-2016, Pages from 312571 to 312599, Being No. 150608786 for the year 2016.
- X. Due to some unavoidable circumstances, the said Developer namely Bhabataran Ghosh proposed to cancel the said registered Development Agreement dated **23rd Day of November, 2016**, Being No. Being No. 150608786 for the year 2016 and accordingly the said Owners No. 8 herein entered into a registered Cancellation of Development Agreement dated **18th Day of September, 2018** with **BHABATARAN GHOSH (PAN NO. ADYPG3814B)**, son of Late Tarak Chandra Ghosh, by faith – Hindu, by Nationality – Indian, by Occupation – Business, residing at 1/51, Dr. Meghnath Saha Road, Chatakal, P.O. Motijheel, P.S. Dum Dum, Kolkata – 700074, District – North 24 Parganas cancelled the said registered Development Agreement dated **23rd Day of November, 2016**, Being No. Being No. 150608786 for the year 2016 under certain terms & conditions as the both the parties shall think, fit and proper and the same was duly

SHINE

Shriman K. Das
Proprietor

registered before the office of the Additional District Sub Registrar at Cossipore, Dum Dum and recorded in Book No. 1, Volume No. 1506-2018, Pages from 374396 to 374411, Being No. 150608314 for the year 2018.

- Y. Thereafter, the said Owner No. 8 herein decided to construct a building on the said land as per plan to be obtained from the South Dum Dum Municipality after demolition of the existing building standing thereon and accordingly the said Owners No. 8 herein entered into a registered Development Agreement dated **18th Day of September, 2018** with **SHINE**, a proprietorship firm, having its office at 11, Rastraguru Avenue, P.O. & P.S. Dum Dum, Kolkata – 700028, District – North 24 Parganas, being represented by its Proprietor namely **MR. ASHIM KUMAR DAS (PAN NO. ADOPD1348K)**, son of Late Motilal Das, by faith – Hindu, by Nationality – Indian, by Occupation – Business, residing at 46/2, Prabartak Pally, D.P. Nagar, P.O. & P.S. Belgharia, Kolkata – 700056, District – North 24 Parganas as Developer i.e. the Developer herein for the development of the said property under certain terms & conditions as the Developer shall think, fit and proper and the same was duly registered before the office of the Additional District Sub Registrar at Cossipore, Dum Dum and recorded in Book No. 1, Volume No. 1506-2018, Pages from 374412 to 374443, Being No. 150608315 for the year 2018.
- Z. By a registered Development Power of Attorney dated **18th Day of September, 2018**, the said Owners No. 8 herein have appointed **SHINE**, a proprietorship firm, having its office at 11, Rastraguru Avenue, P.O. & P.S. Dum Dum, Kolkata – 700028, District – North 24 Parganas, being represented by its Proprietor namely **MR. ASHIM KUMAR DAS (PAN NO. ADOPD1348K)**, son of Late Motilal Das, by faith – Hindu, by Nationality – Indian, by Occupation – Business, residing at 46/2, Prabartak Pally, D.P. Nagar, P.O. & P.S. Belgharia, Kolkata – 700056, District – North 24 Parganas as her lawful attorney to act behalf of her and the same was duly registered with the office of the Additional District Sub Registrar at Cossipore, Dum Dum and recorded in Book – I, Volume Number 1506-2018, Page from 374692 to 374708, Being No. 150608322 for the year 2018.

SHINE

Ashim Kumar Das

Proprietor

- AA. By a registered Deed of Amalgamation dated 2nd Day of July, 2019 which was duly registered with the office of the Additional District Sub Registrar at Cossipore, Dum Dum and recorded in Book No. 1, Volume No. 1506-2019, Pages from 279314 to 279346, Being No. 150605766 for the year 2019, the Landowners/Owners herein for the purpose of construction of the multi-storied building upon their respective land, amalgamated their respective two plots of land into a single plot of land measuring about 19 (Nineteen) Cottah, 5 (Five) Chittack, 3 (Three) Sq. Ft. be the same a little more or less (as per physical measurement) along with said structure being dilapidated structure measuring 2000 (Two Thousand) Sq. Ft. more or less, lying and situated at Premises No. 17, Motijheel Avenue, comprised in R.S. & L.R. Dag Nos. 2285, recorded in C.S. Khatian No. 168, R.S. Khatian No. 315, L.R. Khatian No. 442, lying and situated at Mouza – Bagjola, J.L. No. 21, and C.S. Dag No. 123, R.S. & L.R. Dag No. 7 & 8, recorded in C.S. Khatian No. 533, R.S. Khatian Nos. 1511, 1512, L.R. Khatian Nos. 181, 1655, 1773, 2078, 3335, 4448, 5019, 5020, 5995, 5996, 5997 & 5998, lying and situated at Mouza – Satgachi, J.L. No. 20 and C.S. Dag No. 153, R.S. & L.R. Dag No. 8, under C.S. Khatian No. 533, R.S. Khatian No. 1512, L.R. Khatian No. 6200, lying and situated at Mouza – Satgachi, J.L. No. 20, at Holding No. 388, Motijheel Avenue, Kolkata – 700074, P.S. Dum Dum, District – North 24 Parganas, under Ward No. 9, within the limits of the South Dum Dum Municipality, hereinafter called 'the said property' morefully and particularly described in the **Schedule- A** hereunder written and/or given and thereafter the Owners herein mutated their names in the Assessment Records of the South Dum Dum Municipality as the joint owners of the in respect of the aforesaid property vide amalgamated Holding No. 388, Motijheel Avenue, Kolkata – 700074, being Premises No. 17, Motijheel Avenue, P.S. Dum Dum, under Ward No. 9 and are paying concern rents, taxes and other impositions to be charged by the concern government authority time to time on regular basis and the property is free from all sorts of encumbrances.
- BB. Thereafter as per terms and conditions of two registered Development Agreement and two registered Development Power of Attorney the Developer herein constructed Ground plus storied Building according to the

SHINE

Abhim V. Das
Proprietor

sanctioned Plan being Plan No. 17 dated 08.08.2020 issued by the Dum Dum Municipality upon the said piece and parcel of land measuring about 19 (Nineteen) Cottah, 5 (Five) Chittack, 3 (Three) Sq. Ft. be the same a little more or less (as per physical measurement) morefully and particularly described in the FIRST SCHEDULE hereunder written.

CC. As per the allocation and/or allotment of two registered Development Agreement, the developer herein is seized and possessed of or otherwise well and sufficiently entitled the **SECOND SCHEDULE** hereunder written and/or given which is being part and parcel of **FIRST SCHEDULE** hereunder written and/or given and enjoying the right, title and interest thereof.

DD. The Promoter has registered the Project under the provisions of the Act with the West Bengal Real Estate Regulatory Authority **at KOLKATA on**
under registration no.

EE. The Developer herein has declared to sell the residential Flat within Developer's allocation of the said building and the PURCHASER herein getting knowledge about the same, and being desirous to purchase a flat has taken inspection of the documents and being satisfied with the title of the land owner and authority of the developer and also the sanction plan and the construction and agreed to purchase **ALL THAT** one residential **Flat, being** Flat No., on the **Floor (Flooring-_____)**, **East** facing of the Ground plus storied Building, measuring an area of **Square Feet super built up area** of the building in complete and habitable condition in all manner whatsoever lying and situated at Holding No. 388, Motijheel Avenue, Kolkata – 700074, P.S. Dum Dum, District – North 24 Parganas, under Ward No. 9, within the limits of the South Dum Dum Municipality hereinafter called and referred to as the **"SAID FLAT"** morefully and particularly mentioned and described in the **SECOND SCHEDULE** hereunder at or for the total price and / or consideration of **Rs. 00,00,000/- (Rupees.....) only** finding the proposal as an acceptable one, the competent authority of the developer herein, has decided to sell out the said flat to and in favour of the PURCHASER herein.

SHINE

Shimululab

Proprietor

FF. By an Agreement for Sale dated the Owner/Vendor herein and the Developer herein have agreed to sell, transfer and convey **ALL THAT** one **Flat, being** Flat No., on the **Floor (Flooring-_____)**, **East** facing of the Ground plus Three storied Building measuring an area of **Square Feet super built up area** of the building in complete and habitable condition in all manner whatsoever lying and situated at Holding No. 388, Motijheel Avenue, Kolkata – 700074, P.S. Dum Dum, District – North 24 Parganas, under Ward No. 9, within the limits of the South Dum Dum Municipality morefully and particularly mentioned and described in the **SECOND SCHEDULE** hereunder written **TOGETHER WITH** together with undivided proportionate impartible share and interest in the land which is morefully and particularly mentioned and described in the **FIRST SCHEDULE** hereunder as well as with all other common areas, facilities and amenities attached to and available therewith unto and in favour of the **PURCHASER** herein for the agreed consideration of **Rs. 00,00,000/- (Rupees.....) only** and the same was duly confirmed by the said Developer herein.

NOW THIS DEED OF CONVEYANCE WITNESSETH AS FOLLOWS:-

In Pursuance to the Agreement for Sale dated and in consideration of the payment of sum of **Rs. 00,00,000/- (Rupees.....) only** as the total Consideration paid by the **PURCHASER** to the Developer herein (receipt whereof the Developer hereby as well as by the memo hereunder written acknowledges and admits and discharge from every part thereof acquit discharges and exonerate the **PURCHASER**) paid on or before the execution of these presents, the Owner/Vendor and the Developer herein doth hereby sell, transfer and convey unto and in favour of the **PURCHASER** herein **ALL THAT** one residential **Flat, being** Flat No., on the **Floor (Flooring-_____)**, facing of the Ground plus storied Building measuring an area of **Square Feet super built up area** of the building in complete and habitable condition in all manner whatsoever lying and situated at Holding No. 388, Motijheel Avenue, Kolkata – 700074, P.S. Dum Dum, District – North 24 Parganas, under Ward No. 9, within the limits of the South Dum Dum Municipality morefully and particularly

SHINE

Shruti Mukherjee
Proprietor

mentioned and described in the **SECOND SCHEDULE** hereunder **TOGETHER WITH** undivided proportionate share of **LAND** in the **FIRST SCHEDULE** hereunder and **TOGETHER WITH** other common facilities and amenities and the right in common over the extreme terrace and the other common areas and spaces around the building **TOGETHER WITH ALL** the things permanently attached thereto or standing thereon and all the privileges, easements, profits, advantages, rights and appurtenances whatsoever to the said land and other the premises or any part thereof belonging or anywise appertaining thereto and **ALL** the estate, right, title, interest, use, possession, benefit, claim and demand whatsoever at law or otherwise of the Owner/Vendor to the said piece of land and over the premises hereby conveyed and every part thereof **TO HAVE AND TO HOLD** the same unto and to the use and benefit of the PURCHASER absolutely and forever, subject to the payment of all rents, rates, taxes, assessments, dues and duties now chargeable and payable and that may become chargeable and payable from time to time hereafter in respect of the same to the Government or any other public body or local authority in respect thereof AND the Owner/Vendor herein and Developer doth hereby covenants with the PURCHASER that:-

1. The Owner/Vendor and the Developer herein now have in themselves good right and full power to convey and transfer by way of sale the said flat and the premises hereby conveyed or intended so to be unto and to the use of the PURCHASER in the manner aforesaid have put the PURCHASER in vacant, peaceful and unencumbered possession.
2. The PURCHASER may from time to time and at all times hereafter peaceably and quietly enter upon, occupy or possess and enjoy the said flat and premises hereby conveyed with their appurtenances, and receive the rents, issues and profits thereof and every part thereof for his own use and benefit without any suit, lawful eviction or interruption, claim and demand whatsoever from or by him the Owner/Vendor and the Developer herein or their heirs or any of them or by any person or persons claiming or to claim, from, under or in trust for them or any of them.
3. The PURCHASER shall hold the said flat free and clear and freely and clearly and absolutely exonerated, and forever released and discharged or otherwise by the Owner/Vendor and the Developer and well and sufficiently saved,

SHINE


Proprietor

defended kept harmless and indemnified of and from and against all former and other estates, titles, charges and encumbrances whatsoever made occasioned and suffered by the Owner/Vendor and the Developer herein or by any other person or persons claiming or to claim by, from, under or in trust for them;

4. The PURCHASER shall be entitled to the rights, benefits and privileges attached to the said flat and appurtenances thereto including the right to the enjoy the common areas (including undivided proportionate interest in land) and in common space/s in the building for the use occupation and enjoyment of the said flat as detailed in the **THIRD SCHEDULE** hereunder.
5. The PURCHASER shall be responsible to bear/pay the proportionate share in the common recurring expenses for the purpose of to maintenance, repair, renew, redecoration etc. of the common spaces as detailed in the **FOURTH SCHEDULE** hereunder.
6. The said Flat and /or the said building has been constructed as per the sanctioned plan and as per the specifications as stated in the agreement for sale.
7. The PURCHASER and other co owner shall abide by common restrictions along with the other owner/occupiers of the other units/flats in the building as detailed in the **FIFTH SCHEDULE** hereunder.
8. The PURCHASER shall also be entitled to sell, mortgage, lease or otherwise alienate the property hereby conveyed subject to the terms herein contained to any one without the consent of the Owner/Vendor or any other Co-owner who may have acquired before and who may hereafter acquire any right, title and interest similar to those acquired by the PURCHASER under the terms of this conveyance.
9. The PURCHASER undivided proportionate interest in land is impartible in perpetuity.
10. The Owner/Vendor, Developer/Confirming party and/or any person/s having or claiming any estate, right, title or interest in the said Flat and premises hereby conveyed or any part thereof by, from under or in trust for the Owner/Vendor or their heirs, executors, administrators or any of them shall

SHINE

Shrinu Vaidya

Proprietor

and will from time to time and at all times hereafter at the request and costs of the PURCHASER do and execute and cause to be done and executed all such further and other lawful acts, deeds, things, whatsoever for better and more perfectly and absolutely granting the said land, and premises and every part thereof hereby conveyed unto and to the use of the PURCHASER in manner aforesaid as by the PURCHASER, his heirs, executors or administrators and assigns shall be reasonably required.

11. The PURCHASER shall mutate the Said Flat in his own name and shall pay all such municipal taxes and other impositions that may be charged from time to time, directly to the concerned authority.

NOTE:

- i. Singular shall include plural and vice-versa.
- ii. Masculine gender shall include feminine and nature gender and vice-versa.

THE FIRST SCHEDULE ABOVE REFERRED TO:
(THE SAID PREMISES)

ALL THAT piece and parcel of land measuring about admeasuring 19 (Nineteen) Cottah, 5 (Five) Chittack, 3 (Three) Sq. Ft. be the same a little more or less (as per physical measurement) along with said structure being dilapidated structure measuring 2000 (Two Thousand) Sq. Ft. more or less, lying and situated at Premises No. 17, Motijheel Avenue, comprised in R.S. & L.R. Dag Nos. 2285, recorded in C.S. Khatian No. 168, R.S. Khatian No. 315, L.R. Khatian No. 442, lying and situated at Mouza – Bagjola, J.L. No. 21, and C.S. Dag No. 123, R.S. & L.R. Dag No. 7 & 8, recorded in C.S. Khatian No. 533, R.S. Khatian Nos. 1511, 1512, L.R. Khatian Nos. 181, 1655, 1773, 2078, 3335, 4448, 5019, 5020, 5995, 5996, 5997 & 5998, lying and situated at Mouza – Satgachi, J.L. No. 20 and C.S. Dag No. 153, R.S. & L.R. Dag No. 8, under C.S. Khatian No. 533, R.S. Khatian No. 1512, L.R. Khatian No. 6200, lying and situated at Mouza – Satgachi, J.L. No. 20, at Holding No. 388, Motijheel Avenue, Kolkata – 700074, P.S. Dum Dum, District – North 24 Parganas, under Ward No. 9, within the limits of the South Dum Dum

SHINE

Shim Kulkarni Des

Proprietor

Municipality, A.D.S.R.O. Cossipore, Dum Dum, West Bengal and the same is Butted and Bounded as follows:

ON THE NORTH	:	BY House of Kuntal Mukherjee;
ON THE SOUTH	:	BY 24 Feet wide Motijheel Avenue;
ON THE EAST	:	BY Multi-storied;
ON THE WEST	:	BY 6 Feet wide Common Passage and K.K. Hindu School;

THE SECOND SCHEDULE ABOVE REFERRED TO

(Description of the said Flat)

ALL THAT one residential **Flat, being** Flat No., on the **Floor (Flooring-_____)**, facing of the Ground plus storied Building namely "**CENNET**", measuring an area of **Square Feet super built up area** consisting of (.....) Bed Rooms, 1 (One) Drawing-cum-Living Room, 1 (One) Kitchen, ... (.....) Toilet and (.....) Balcony together with common areas, benefits, facilities, amenities and others thereof together with undivided proportionate share of land at Holding No. 388, Motijheel Avenue, Kolkata – 700074, P.S. Dum Dum, District – North 24 Parganas, under Ward No. 9, within the limits of the South Dum Dum Municipality.

THE THIRD SCHEDULE ABOVE REFERRED TO:

(Common Parts and Facilities)

1. Common facilities and amenities shall include corridor, stairways, passage ways, drive ways pump room, meter installation place, main meter, pump and motor, overhead water reservoirs, septic tanks, lift facilities and other facilities which may be mutually agreed upon between the parties and required for establishment, location, enjoyment, provision, open roof and terrace of the building maintenance and/or management of the building.

THE FOURTH SCHEDULE ABOVE REFERRED TO:

(COMMON EXPENSES)

1. All cost of maintenance, operating, replacing, white washing (Once within two year), painting, re-building, re-construction, decoration, re-decoration, and

SHINE

Shrin Mukherjee

Proprietor

lighting in the common parts and also the outer wall of the building, parking spaces and on gate of the building.

1. The salaries of all the persons employed for the said purpose.
2. All charges and deposit for suppliers of common facilities and utilities.
3. Municipality taxes, multi-storied building taxes, other outgoing saves those separately assessed on the respective Flat/unit.
4. Cost and charges of establishment for maintenance for the building and for watch and ward staff.
5. All litigation's expenses for protecting the title of the said land and building.
6. All other expenses and outgoing and as are deemed by the developer to be necessary or incidental for protecting the interest and the right of the purchaser.
7. The office expenses and outgoing and as are deemed by the developer to be necessary or incidental for protecting the interest and the right of the purchaser.
8. All expenses referred to above shall be proportionately borne by the co-purchasers on and from the date of taking charges and occupation of their respective units but the purchaser shall not be liable to bear such charges in respect of unsold units/flats.
9. For all common expenses as mentioned here in above the all occupiers will contribute his proportioned amount on monthly basis.
10. Till the formation of society the maintenance of the building is under developers supervision and every occupier will paid maintenance charges @ 60 paise per sq. ft. as per occupied area monthly within 10th of the next month. The delay more than 15 days is liable for panel interest @ 2% per months.
11. Electrical expenses relating to operating water pump.

THE FIFTH SCHEDULE ABOVE REFERRED TO

(COMMON RESTRICTIONS FOR OCCUPIERS)

- Neither party shall use or permit to used the respective allocation in the building or any portion thereof for carrying on any obnoxious illegal and immoral trade or activity nor use thereof for any purpose which may cause any nuisance or hazard to the other occupiers of the building.

SHINE

Sham Kulkarni
Proprietor

- Neither party shall demolish any wall or other structures in their respective allocation or any portion thereof or make any structural alteration therein without the previous consent of the other in this behalf.
- Neither party shall transfer or permit to transfer of their respective allocation or an portion thereof unless (s) such party shall have observed performed all to the and condition on their respective part to be observed and / or performed the proposed transferee shall have given a written undertaking to the terms and conditions hereof these presents and further that such transferee shall pay all and whatsoever shall be payable in relation to the area in their possession.
- Both parties shall abide by all always bye laws rules and regulations of the Government statutory bodies and / or local bodies as the case may be and shall attend to answer and be responsible for the said laws bye laws and regulations.
- The respective allocation shall deep the interior walls sewers pipes and other fittings and fixtures and appurtenances and floor and ceiling etc. in each of their respective allocation in the building in good working conditions and repair and in particular so as not to cause any damage to the building or any other space or accommodation therein and shall keep the other of them and / or the occupation of the building indemnified from against the consequence of any breach.
- No goods of other items shall be kept by the either party for display or otherwise in the corridors or other place or common use in the building and no hindrance shall be caused in any manner in the free covenant of users in the corridors and other place of common use in the building.
- Neither party shall throw or accumulate any directly rubbish and waste and refuse to permit the same to be thrown or accumulate in or about the building or in the compound corridor or any other portion or portion of the building.
- Neither parties is allowed to make any of the construction in common area, roofs etc. without proper permission of the developers and or associations.
- Neither party is allowed to use common area/open area within the campus of the building to use permanent nature of parking any of the vehicles.
- No roof garden is allowed.

SHINE

Shimul Das

Proprietor

IN WITNESS WHEREOF the Parties hereto have set and subscribe their respective hands and seal hereunto this the day, month and year first above written.

SIGNED SEALED AND DELIVERED

by the **VENDORS** at Kolkata in the presence of :

1.

2.

SIGNATURE OF THE VENDOR

SIGNED SEALED AND DELIVERED

by the **DEVELOPER** at Kolkata in the presence of:

1.

2.

SHINE
Shim Vaidya
Proprietor

SIGNATURE OF THE DEVELOPER

SIGNED SEALED AND DELIVERED

by the **PURCHASER** at Kolkata in the presence of:

1.

SIGNATURE OF THE PURCHASER

DRAFTED BY:

Advocate
High Court, Calcutta.
Enl. No.

RECEIVED from the within named PURCHASER the within mentioned sum of **Rs. 00,00,000/- (Rupees.....) only** by way of total consideration money as per Memo below :-

MEMO OF CONSIDERATION

Cheque No.	Date	Bank & Branch Name	Amount
-------------------	-------------	-------------------------------	---------------

Total **Rs.00,00,000/-**

(Rupees.....) only

SIGNATURE OF THE WITNESS

1.

2.

SIGNATURE OF THE DEVELOPER

Identified by:

Name: _____

Son of _____

by Faith- _____, Occupation: _____

Residing at – _____, P.O. _____, P.S. _____

Kolkata- _____, District: _____

SHINE
Shrinivas De
Proprietor