

DEED OF CONVEYANCE

\_\_\_\_\_ day of \_\_\_\_\_, 202\_\_

BY AND BETWEEN

**By and Between**

- 1. SRI HIRALAL KAYAL**, son of late Monimohai Kayal, by faith: Hindu, by occupation: Business having **PAN: AGAPK2794H**,
- 2. SRI SANKAR NARAYAN KAYAL**, son of late Monimohan Kayal, by faith: Hindu, by occupation Business having **PAN AGQPK5975P**.
- 3. SRI KANAI LAL KAYAL**, son of late Monimohan Kayal, by faith Hindu, by Occupation: Business having **PAN: AGAPK2793A**
- 4. SRI RATNESWAR KAYAL**, son of late Monimohan Kayal having, by faith. Hindu, by occupation: Business having **PAN: AGAPK2791C**,

5. **SMT MITA KAYAL**, wife of late Santiram Kayal, by faith Hindu, by occupation Business having **PAN: EFYPK2462F**
6. **SRI DIBYENDU KAYAL**, son of late Santiram Kayal, by faith Hindu, by occupation: Service having PAN:
7. **SRI HIMADRI SEKHAR KAYAL**, son of late Subodh Gopal Kayal, by faith: Hindu, by occupation: Business having **PAN:ANPPk0745C**
8. **SMT DASABHUJA KAYAL**, wife of late Subodh Gopal Kayal, by faith Hindu, by occupation Business having **PAN: ANPPK0745C**, all residing at Sonarpur Station Road, Sahebpara, PO & P.S-Sonarpur, Kolkata-700150,
9. **SMT. RAKTIMA BARAI**, daughter of late Subodh Gopal Kayal, wife of Sri Prabir Kumar Baroi, by faith Hindu, by occupation PAN:\_\_\_\_\_ Residing at 1635, Madurdaha, Business having PAN:\_\_\_\_\_, flat No. A3, 3rd Floor, Kolkata 700107, and
10. **SMT. MADHURIMA MAITY**, daughter of late Subodh Gopal Kayal, wife of Sri Dibyendu Maity, by faith. Hindu, by occupation Housewife having **PAN: ALYPM4461A**, residing at 257 Hossainpur (Madurdaha), Ekata Apartment, 1st Floor, Kolkata -700107,
11. **SRI SUMAN KALYAN ROY, PAN-AGWPR1171R**, Son of Late Sudhanya Kumar Roy, by faith Hindu, by occupation - Service, all Residing at-Sonarpur Sahebpara, P.O. & P.S.-Sonarpur, District - South 24 Parganas, Kolkata - 700150
12. **SMT. KRISHNA ROY, PAN- AIMPA8138A**, Wife of Late Badal Kanti Roy, by faith Hindu, by occupation Housewife, Residing at Sonarpur Sahebpara, P.O. & P.S.-Sonarpur, District-South 24 Parganas, Kolkata-700150,
13. **SMT. PARAMITA BARDHAN, PAN AWHPB9532D**, Daughter of Late Badal Kanti Roy, Wife of Sri Rajit Bardhan, by faith- Hindu, by occupation Housewife, Residing at AT/136, Housing Co, Operative Society. Narendrapur Station Road, PO & P8 Sonarpur, Kolkata-700150,
14. **SMT. LOPAMUDRA ROY ALIAS LOPAMUDRA BASU ROY, PAN BHWPR6416B**, Daughter of Late Badal Kanti Roy, Wife of Molay Basu,

by faith Hindu, by occupation-Service, Residing at Sonarpur Sahebpara, P.O. & P.S. Sonarpur, District South 24 Parganas, Kolkata-700150, (Hereinafter collectively referred to as the **Owners**, which term shall unless repugnant to the context mean and include his respective heirs, executors, assigns)

AND

**15. A.S. CONSTRUCTION**, a Partnership Firm duly registered under the Indian Partnership Act, 1932 having its office at Khiristala, PO & P.S. Sonarpur, having PAN: ABEFA8697G, represented by its partners (1) Shri Arindam Chowdhury, PAN AHHPC3223B, Son of Shri Snatak Ranjan Chowdhury, by faith Hindu, by occupation: Business, residing at Village Hasanpur, PO Champahati, P.S. Sonarpur, District: South 24-Parganas, Pin - 743330, and (2) Shri Suman Dasgupta, PAN AHJPD7715K, Son of Himangshu Dasgupta, by faith: Hindu, by occupation Business, residing at Village & P.O. Champahati, P.S. Baruipur, District: South 24 Parganas, Pin-743330, hereinafter referred to as the "**Promoter**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assignees);

AND

[If the Allottee is a company]

\_\_\_\_\_, (CIN no. \_\_\_\_\_) a company incorporated under the provisions of the Companies Act, [1956 or 2013, as the case may be], having its registered office at \_\_\_\_\_, (PAN \_\_\_\_\_), represented by its authorized signatory, \_\_\_\_\_, (Aadhar 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, executors, administrators and permitted assignees).

[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 \_\_\_\_\_), represented by its authorized partner, \_\_\_\_\_, (Aadhar no. \_\_\_\_\_) authorized vide \_\_\_\_\_, hereinafter referred to as the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors-in-interest, executors, administrators and permitted assignees, including those of the respective partners).

[OR]

[If the Allottee is an Individual]

Mr. / Ms. \_\_\_\_\_, (Aadhar no. \_\_\_\_\_) son / daughter of \_\_\_\_\_, aged about \_\_\_\_\_, residing at \_\_\_\_\_, (PAN \_\_\_\_\_), hereinafter called the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assignees).

[OR]

[If the Allottee is a HUF]

Mr. \_\_\_\_\_, (Aadhar 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 \_\_\_\_\_), hereinafter

referred to as the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to include his heirs, representatives, executors, administrators, successors-in-interest and permitted assigns as well as the members of the said HUF, their heirs, executors, administrators, successors-in-interest and permitted assignees).

*[Please insert details of other allottee(s), in case of more than one allottee]*

The Owners, Promoter and Allottee(s) shall hereinafter collectively be referred to as the "Parties" and individually as a "Party".

## **WHEREAS:**

### **A. DEVOLUTION OF TITLE**

#### **LAND I**

(i) WHEREAS Sri Jiten Naskar, Sri Jatin Naskar, Sri Dhiren Naskar alias Dharendra Nath Naskar were the original owners of the land of RS Dag No 29, under RS, Khatian No. 132 and while in peaceful possession said Dhiren Naskar alias Dharendra Nath Naskar died leaving behind his four sons namely Khagen Naskar, Nirab Naskar, Nagen Naskar, Haran Naskar and Wife Smt Subarna Bala Dast as his sole legal heirs and successors:

AND WHEREAS said Nagen Naskar died leaving behind his wife Smt Indu Bala Dasi as his sole legal heirs and successors: By the way of inheritance said Jiten Naskar, Jatin Naskar, Khagen Naskar, Indu Baln Dasi, Haran Naskar and Nirab Naskar became the absolute owner of the said land and recorded their names in Revisional Settlement Record and while in peaceful possession said Jiten Naskar died leaving behind his two sons namely Sayambar Naskar, Kartick Naskar and wife Mangala Bala Dasi as his sole legal heirs and successors Thereafter said Kartick Naskar died leaving behind his wife Smt. Kucho Bala Dasi and daughters Rani Bala Naskar as his sole legal heirs and successors

AND WHEREAS said Jatin Naskar died leaving behind his four sons namely Becharam Naskar Bholanath Naskar, Rabindra Nath Naskar,

Sath Naskar and four daughters namely Pratima Mandal, Ostamani Mondal, Sukkuli Naskar and Mona Naskar as his sole legal heirs and successors

AND WHEREAS said Haran Naskar died leaving behind his four sons namely Gobinda Naskar, Gopal Naskar, Bibhuti Naskar and Shiburam Naskar as his sole legal heirs and successors

AND WHEREAS for their better enjoyment all the legal heirs of said litem Naskar, Jatin Naskar and Dhiren Naskar alias Dharendra Nath Naskar registered at Deed of Partion in the year 1975 at Sonarpur Sub Registry Office and recorded therein its Book No 1, Volume No 72, Pages 112 to 115, being Partition Deed No. 4917, for the year 1975

AND WHEREAS said Sayambar Naskar Mangala Bala Das, Kucho Bala Dasi and Rani Bala Dasi Naskar became the 2nd Party at the said Deed of Partition and they jointly obtained 10 Decimals of land out of 20 Decimal land in RS. Dag No. 29 and while in peacefull possession in their urgent need of money they jointly sold, conveyed and trasnferred 2 Cottahs 10 Chittaks 10 Sq Ft land in favour of Sri Hiralal Kayal, Sr Shanty Ram Kayal and Sri Shankar Narayan Kayal in the year 1975 by a Registered Sale Deed which was registered at Sonarpur Sub Registry Office and recorded in Book No. 1 Volume No. 69. Pages 131 to 135, Being Deed No. 4925, for the year 1975.

AND WHEREAS said Soyambar Naskar and others further jointly sold, conveyed and trasnferred 2 Cottahs 10 Chittaks 11 Sq Ft land in favour of Sri Subodh Gopal Kayal Sri Kanai Lal Kayal and Sn Ratneswar Kayal in the year 1975 by a Registered Sale Deed which was registered at Salarpur Sub Registri Office, Being Deed No. 4926, for the year 1975 and they further jointly sold, conveyed and trasnferred 13 Chittaks 12 Sq Ft land in favour of Sri Subodh Gopal Kayal in the year 1981 by a Registered

Sale Deed which was registered at Sonarpur Sub Registrtr Office, Being Deed No. 2654, for the year 1981.

AND WHEREAS one Bhunju Naskar son of Late Jaggeshwar Naskar was the owner of the land of CS Dag No. 26, R.S. Dag No. 37 under CS. Khatian No 612 RS Khatian No. 510 and while in peacefull possession said Bhunju Naskar died leaving behind his son Kartick Chandra Naskar as his sole legal heirs and successors.

AND WHEREAS by the way of inheritence of his father said Kartick Chandra Naskar became the absolute owner of the said land and in Revisional Settlement Record the said land was recorded in the name of Kartick Chandra Naskar.

AND WHEREAS by a false document executed by said Kartick Chandra Naskar the said land was recorded in R.S. Khatian No. 510, through the name of Kartick Chandra Naskar 8 Annas Share, through the name of Biswanath Mondal 4 Annas share, through the name of Gopal Mondal 2 Annas share and through the name of Nepal Mondal 2 Annas share and the said record was finally published.

AND WHEREAS thereafter said Kartick Chandra Naskar died leaving behind his four sons namely Lalit Mohan Naskar, Sailen Naskar Sunil Naskar, Sushil Naskar Wife Sarojini Naskar, three leaving daughters namely Amita Sardar Anila Naskar and Pramila Naskar and two sons à one daughters of one deceased daughter namely Ratikanta Naskar, Narendra Nath Naskar, Sandhya Mondal and son & daughter of another deceased daughter namely Shankar Naskar and Bebi Rani Mondal as his sole legal heirs and successors

AND WHEREAS the said Lalit Mohan Naskar and others, the legal heirs of Kartick Chandra Naskar became the absolute owner of the said land but due to the said wrong record of Revisional Settlement said Biswanath Mondal, Gopal Mondal and Nepal Mondal executed a Nadabi Deed on

24.08.1973 which was registered at Sonarpur Sub Registry Office and recorded therein its Book No. 1. Volume No: 46, Pages 249 to 251, Being Deed No. 3127, for the year 1973

AND WHEREAS said Lalit Mondal Naskar and others became the absolute owner of the said land and while in peacefull possession said Amita Sardar, Anila Naskar, Pramila Naskar, Ratikanta Naskar, Narendra Nath Naskar, Nirapada Naskar and Sandhya Mondal sold, conveyed and transferred their share of land in favour of Sn Lalit Mohan Naskar, Sailen Kumar Naskar, Sunil Kumar Naskar, Sushil Kumar Naskar in the year 1974 by a Registered Deed of Sale, which was registered at Sonarpur Sub Registry Office and recorded therein its Book No 1, Volume No. 57 Pages 89 to 92, Being Deed No. 3524, for the year 1974.

AND WHEREAS said Sri Lalit Mohan Naskar, Sailen Kumar Naskar, Sunil Kumar Naskar. Sushil Kumar Naskar became the absolute owner of the said land by the way of inheritance of father and by the way of purchase and wild Smt Sarojini Naskar became the absolute owner o the said land by the way of inheritance of her husband and said Shankar Naskar. Bebirani. Naskar and Dipin Bihari Naskar became the absolute owner of the said larul by the way of inheritance of their mother and wife and while in peacefull possession they sold, conveyed and transferred 17 Decimals of land in favour of Sri Hiralal Kayal, Sri Shanty Ram Kayal and Sri Shankar Narayan Kaya on 09.01.1976 by a Registered Deed of Bale. Which was registered at Sonarpur Sub Registry Office and recorded therein its Book No 1, Volume No. 1, Page No 246 to 251, Being Deed No. 62, for the year 1976

AND WHEREAS they further sold, conveyed and transferred 17 Decimals of land in favour of Sn Subodh Gopal Kayal, Bri Kanal Lal Kayal and Sri Ratneshwar Kayal 09.01 1976 by a Registered Deed of Bale, which was registered at Sonarpur Sub Registry Office and recorded therein its Book

No 1 Volume No. 6, Page No 95 to 100, Being Deed No. 63, for the year 1976.

AND WHEREAS they further sold, conveyed and transferred 5.5 Decimals of land in favour of Sri Hiralal Kayal, Sri Bhanty Ram Kayal and Sri Shankar Narayan Kayal 16.07 1977 by a Registered Deed of Sale, which was registered at Sonarpur Sub Registry Office and recorded therein its Book No 1 Volume No 28, Page No 96 to 99. Being Deed No. 1437) for the year 1977

AND WHEREAS they further sold, conveyed and transferred 5.5 Decimals of land in favour of Sri Subodh Gopal Kayal, Sri Kanai Lal Kayat and Sri Ratneshwar Kaval 16 07 1977 by a Registered Deed of Sale, which was registered at Sonarpur Sub Registry Office. Being Deed No. 1436, for the year 1977.

AND WHEREAS by the way of purchase said Sri Hiralal Kayal, Sri Shanty Rain Kayal, Sri Shankar Narayan Kayal, Sri Subodh Gopal Kayal, Sri Kanai Lal Kayal and Sri Ratneshwar Kayal became the absolute owner of 45 Decimals of land in RS Dng No 37

AND WHEREAS Sri Ramkrishna Naskar and Sridhar Naskar was the original owner of the land of RS. Dag No. 30, under RS. Khatian No. 301 and others land and they recorded their names in Revisional Settlement Record and while in peaceful possession they amicably partitioned the said land and others land and by the way of said amicable Partition said Ramkrishna Naskar became the absolute owner of the said entire 9 decimals of land in RS Dag No. 30 and while in peaceful possession said Ramkrishna Naskar sold, conveyed and transferred the said land in favour of Sri Nani Gopal Mukherjee on 24.04.1963 by a Registered Deed of Sale which was registered at Baruipur Sub Registry Office and recorded therein its Book No. 1, Volume No 69, Pages 29 to 32, being Deed No. 4620, for the year 1963

AND WHEREAS by the purchase said Nani Gopal Mukerjee became the absolute owner of the said land but if any litigation arise in future in respect of the said amicable partition said Sridhar Naskar registered a Nadabi Deed in favour of Nani Gopal Mukherjee on 08.06.1965 at Baruipur Sub Registry Office and recorded therein its Book No. 1, Volume No 79, Pages 295 to 297, being Deed No. 5851, for the year 1965

AND WHEREAS said Nani Gopal Mukherjee sold 1 decimals of land out of said 9 decimals of land and while he enjoying the rest 8 decimals land in his urgent need of money Nani Gopal Mukherjee sold. conveyed and transferred 2 Cottahs 8 Chittaks of land in favour of Smt. Anima Sarkar on 30.08 1065 by a Registered Deed of Sale, which was registered at Baruipur Registry Office and recorded therein its Book No 1. Volume No. 108, Pages 280 to 284, being Deed No 8909, for the year 1965.

AND WHEREAS by the way of purchase said Smt Anima Sarkar became the absolute owner of the said 2 Cottahs 8 Chittaks land and while in peacefull possession in her urgent need of money she sold conveyed and transferred 1 Cottah 4 Chittaks of land in favour of Sr Subodh Gopal Kayal: Sri Kanai Lal Kayal and Sri Ratneshwar Kayal on 18 08. 1976 by a Registered Deed of Sale, which was registered al Sonarpur Sub Registry Office and recorded therein its Book No 1. Volume No. 46 Pages 25 to 29 Being Deed No. 2801, for the year 1976 and sud Smt Anima Sarkar sold conveyed and transferred rest 1 Coitah 4 Chittaks of land in favour of Sri Hiralal Kayal: Sri Shanty Ram Kayal and Sri Shankar Narayan Kayal on 18.08.1976 by a Registered Deed of Sale, which was registered at Sonarpur Sub Registry Office and recorded therein its Book No 1, Volume No 47, Pages year 1976 to Being Deed No 2802, for the year 1976.

AND WHEREAS one Ramkrishna Naskar was the original owner of land of R.S. Dag No. 43, under RS. Khatian No. 301 and recorded his name in Revisional Settlement Record and while in peacefull possession said

Ramkrishna Naskar died leaving behind his son Panchu Gopal Naskar as his sole, legal heirs and successors.

AND WHEREAS by the way of inheritance of his father said Panchu Gopal Naskar became the absolute owner of the said land and while in peaceful possession he sold, conveyed and transferred the said land in favour of Indo Chemflux Private Limited represented by its Directors Sri Subodh Oupal Kayal, Bei Kara Lal Kayal, Set Ratneshwar Kayal, Bes Hiraint. Kaval. Sri Shanty Ram Kayal and Sri Shankar Narayan Kayal on 10/10.2001 by a Registered Deed of Sale, which was registered at Sonarpur Sub Registry Office, being Deed No. 7892, for the year 2001.

AND WHEREAS Ramkrishna Naskar and Sridhar Naskar was the original owner of the land of RS. Dag No 44 and recorded their names in Revisional Settlement Record and they mutually demarcated the said land and while in peaceful possession said Sridhar Naskar died leaving behind his two sons namely Anil Naskar, Subal Nasker and three daughters namely Pratima Naskar, Lakshmi Naskar, Ranu Bala Sanfu and wife Sm Astam Naskar as his sole, legal heirs and successors.

AND WHEREAS by the way of inheritance of their father and husband said Anil Naskar, Subal Naskar, Pratima Naskar, Lakshmi Naskar Ranu Bala Sanfu and Smt. Astami Naskar became the absolute owner of the 15 decimals out of 18 decimals of land and while in peaceful possession in their urgent need of money they sold, conveyed and transferred 3 decimals of land in favour of Smt Urmila Bhandari on 02.06. 1977 by a Registered Deed of Sale, which was registered at Sonarpur Sub Registry Office and recorded therein its Book No 1, Volume No. 21, Pages 103 to 106, being Deed No. 1118, for the year 1977.

AND WHEREAS by the way of purchase said Smt. Urmila Bhandari became the absolute owner of the said land and while in peaceful possession said Smt Urmila Bhandari gifted 3 Decimals of land in favour

of Sri Kanai Lal Kayal, Sri Ratneshwar Kayal, Sri Shanty Ram Kayal and Sri Shankar Narayan Kayal by a Registered Deed of Gift, which was executed on 13.12.2004 and registered on 29.03.2006 at Sonarpur Sub. Registry Office and recorded therein its Book No. 1. Volume No. 59, Pages 382 to 389, Being Deed No. 2931, for the year 2006.

AND WHEREAS by the way of Gift said Sri Kanal Lal Kayal, Sri Ratneshwar Kayal, Sri Shanty Ram Kayal and Sri Shankar Narayan Kayal became the absolute owner of the 3 Decimals of land and said Anil Naskar Subal Naskar, Pratima Naskar, Lakshmi Naskar and Smit. Astumi Naskar sold, conveyed and transferred 12 Decimals of land in R.B. Dag No. 44 in favour of Sri Mani Mohan Kayal on 02:06:1977 by a Registered Deed of Sale, which was registered at Sonarpur Sub Registry Office and recorded therein its Book No. 1, Volume No. 21, Pages 99 to 102, Being Deed No. 1117, for the year 1977.

AND WHEREAS by the way of purchase said Mani Mohan Kayal me the absolute owner of the said land and while in peacefull ession he gifted the said land in favour of his six sons namely Sri Sodh Gopal Kayal, Sri Kanal Lal Kayal, Sri Ratneshwar Kayal. Sri Hiralal Keyal, Sri Shanty Ram Kayal Sri Shankar Narayan Kayal on 09.01 1984 by a Registered Deed of Gift, which was registered at Sonarpur Sub Registry Office, being Deed No. 72, for the year 1984.

AND WHEREAS said Ranu Bala Sanful became the abslute owner of 3 Decimals of land in RS. Dag No 44 and while in peacefull possession said Ranu Bala Sanfui died leaving behind his three sons namely Sri Bharat Sanful, Sri Biswanath Sanfui, Sri Jagannath Sanful and twe daughters namely Gouri Sanfui and Mira Singha as her sole legal heirs and successors.

AND WHEREAS by the way of inheritence of their mother said Sri Bharat Sanfui and others sold, conveyed and transferred the said land in favour

of Indo Industrial Chemicals represented by Subodh Gopal Kayal on 20,08 1980 by a Registered Deed of Sale, which was registered at Sonarpur Sub Registry Office and recorded therein its Book No. 1, Volume No. 56, Pages 241 to 245 Being Deed No. 3940, for the year 1980.

AND WHEREAS by the way of above mentioned recital said Sri Subodh Gopal Kayal, Kanai Lal Kayal, Ratneshwar Kayal, Hiralal Kayal. Shanty Ram Kayal and Shankar Narayan Kayal became the absolute owner of the said land and while in peacefull possession said Shanty Ram Kayal died leaving behind his wife Smt Mita-Kayal and Son Sri Dibyendu Kayal as his sole legal heirs and successors And said Subodh Gopal Kayal died leaving behind his wife Smt. Dasabhuja Kayal, son Sn Himadri Sekhar Kayal and two daughters pamily Smt Raktimas Barai (Kayal), Smt Madhunma Maity (Kayal) as his sole legal heirs and successors.

AND WHEREAS by virtue of purchase and by virtue of Hindu Law of Inheritance the said Hiralal Kayal, Sankar Narayan Kayal, Kanni Lal Kayal and Ratneswar Kayal, Mita Kayal. Dibyendu Kayal, Smt Dasabhuja Kayal, Himadri Sekhar Kayal Smt. Raktima Barai and Smt Madhurima Maity became absolute joint Owners ALL THOSE pieces and parcels of shall land measuring about 18 cottahs 4 chittack 33 sq.ft. (equivalent to 30.22 satak) more or less, comprised in RS. Dag No 29, RS Khatian No 132 And danga land measuring about 45 satak more or less comprised in R.S. Dag No.37, R.S Khatian No 510 and shali land measuring about 5 cottah (equivalent to 8 satak) more or less, comprised in R.S. Dag No.30, RS Khatian No 301 snd danga land measuring about 18 satak more or less out of 36 satak comprised in RS. Dag No 44 And danga land measuring about 3 cottah 8 chittack (equivalent to 5.78 satak) more or less, comprised in R.S. Dag No.43, totalling to 107 satak more or less lying and situate at Mouza Sonarpur, Pargana: Medanmalla, within the local limits of Rajpur Sonarpur Municipality, PS Sonarpur, District: South 24 Parganas as morefully and particularly described in the Part-1 of the

FIRST SCHEDULE hereunder written, hereinafter referred to as the said property.

**LAND II**

WHEREAS one Sri Kartick Chandra Naskar was the owner of 27 Decimal land out of 31 Decimal out of 81 Decimals land R.S. Dag No. 40, under R.S. Khatian No. 502, at Mouza Sonarpur, J. L. No. 39, within the limits of Rajpur Sonarpur Municipality, and while in peaceful possession said Kartick Chandra Naskar sold, conveyed and transferred the said 27 Decimals land in favour of Sri Narendra Nath Naskar on 04.02.1953 by a Registered Deed of Sale.

AND WHEREAS by the way of purchase said Sri Narendra Nath Naskar became the absolute owner of the said land and mutated his name in respect of 1/3 rd share in Revisional Settlement Record and while in peaceful possessin in his urgent need of money he sold, conveyed and transferred 27 Decimals of land in favour of Sri Badal Kanti Roy, Sri Swapan Kumar Roy, Smt. Pabitra Roy and Smt. Mira Roy by a registered Deed of Sale, which was executed on 03.10.1977 and registered on 08.10.1977 at Sonarpur Sub Registry Office and recorded therein its Book No 1, Volume No. 31, Pages 25 to 28, being Deed No. 1893, for the year 1977.

AND WHEREAS said Kartick Chandra Naskar was the owner of rest 4 decimals land of R.S. Dag No. 40 and while in peaceful possession said Kartick Chandra Naskar died leaving behind his four sons namely Lalit Mohan Naskar, Sailen Kumar Naskar, Sunil Kumar Naskar, Sushil Kumar Naskar and wife Sorojini Naskar as his sole legal heirs and successors.

AND WHEREAS said Lalit Mohan Naskar and others became the absolute owner of 4 Decimals of land by the way of inheritance of father and husband and while in peaceful possession said Lalit Mohan Naskar and others sold, conveyed and transferred the said land in favour of Sri Badal Kanti Roy, Sri Swapan Kumar Roy, Smt. Pabitra Roy and Smt.. Mira Roy

by a registered Deed of Sale, which was registered on 04.08.1978 at Sonarpur Sub Registry Office, being Deed No. 2089, for the year 1978.

AND WHEREAS by the way of above mentioned two Deed of Sale Sri Badal Kanti Roy, Sri Swapan Kumar Roy, Smt. Pabitra Roy and Smt. Mira Roy became the absolute owner of the said land and after survey they constructed road on 14 Chittaks land and divided the entire land into four plots marked with A, B, C & D and duly registered a Deed of Partition on 20.3.1982 which was registered at Sonarpur Sub Registry Office, being Partition Deed No. 1467, for the year 1982,

AND WHEREAS as per the said Deed of Partition Smt. Mira Roy became the absolute owner of 4 Cottahs 7 Chittaks land marked as Plot No. C and delineated by Brown Colour in the annexed Site Plan with said Deed of Partition and also get 3.5 Chittaks land in 1/4th share of 14 Chittaks land of road and while in peaceful possession said Smt. Mira Roy gifted total 4 Cottahs 10.5 Chittaks land in favour of her son Sri Suman Kalyan Roy by a Registered Deed of Gift, which was registered on 10/5/2017 at Sonarpur Sub Registry Office and recorded therein its Book No. 1, Volume No. 1608, Pages 75005 to 75024 Being Deed No. 3645 , for the year 2018.

AND WHEREAS by the way of said Deed of Gift Sri Suman Kalyan Roy, the Owner herein became the absolute owners of the said land and has been peacefully possessing the same by paying rent and taxes to the proper authorities.

### **LAND III**

AND WHEREAS as per the said Deed of Partition Sri Badal Kanti Roy became the absolute owner of 4 Cottahs 7 Chittaks land marked as Plot No. 'D' and delineated by Red Colour in the annexed Site Plan with said Deed of Partition and also get 3.5 Chittaks land in 1/4th share of 14 Chittaks land of road and while in peaceful possession in the view to develop the said property Sri Badal Kanti Roy entered into a Development

Agreement with the Developer herein which was registered on 04.02.2019 at Sonarpur Sub Registry Office and recorded therein its Book No. 1, Volume No. 1608-2019, Pages 13531 to 13579, being Deed No. 559, for the year 2019.

AND WHEREAS said Sri Badal Kanti Roy died intestate on 18.06.2020 and leaving behind his wife Smt. Krishna Roy and two daughters namely Smt. Paramita Bardhan and Smt. Lopamudra Roy as his sole legal heirs and successors.

AND WHEREAS they duly mutated their names in LR Settlement Record vide L.R. Khatian Nos. 4161, 4163 & 4162 and has been peacefully possessing the same.

AND WHEREAS the said **Land I, II & III** is morefully reflected in the Schedule A hereunder written and hereafter referred as the Said Land.

- B. (i) The Owners of Land I and the Promoter have entered into a Development Agreement dated 4<sup>th</sup> April, 2016 registered at the office of the Additional District Sub-Registrar at Sonarpur and recorded in Book No I, Volume No. 1608-2016, Page nos. 80647 to 80719, Being No 160802970 of the year 2016.
- (ii) The Owner of Land II and the Promoter have entered into a Development Agreement dated 31<sup>st</sup> January, 2019 registered at the office of the Additional District Sub-Registrar at Sonarpur and recorded in Book No I, Volume No. 1608-2019, Page nos. 13580 to 13629, Being No 160800560 of the year 2016.
- (iii) The Owners of Land III and the Promoter have entered into a Development Agreement dated 17<sup>th</sup> December, 2021 registered at the office of the Additional District Sub-Registrar at Sonarpur and recorded in Book No I, Volume No. 1608-2022, Page nos. 2681 to 2637, Being No 160800021 of the year 2022.

- C. The Promoter subsequently, had a plan approved by the concerned competent authority for construction on the said Land a Project (said **Project**) vide approval dated \_\_\_\_\_ Sanctioned Plan no. \_\_\_\_\_;
- D. Subsequently, by an Agreement for Sale dated \_\_\_\_\_ and registered with \_\_\_\_\_, at \_\_\_\_\_ and recorded in Book No. \_\_\_\_\_, Volume No. \_\_\_\_\_, Pages from \_\_\_\_\_ to \_\_\_\_\_ being No. \_\_\_\_\_ for the year \_\_\_\_\_ the Promoter had agreed to sell and transfer to the Allottee ALL THAT the said Apartment (morefully mentioned in Schedule B hereunder written), for the consideration and on the terms and conditions thereinmentioned (hereinafter referred to as "the **ATS**").
- E. The Promoter has since completed the construction of the Project at the said Land in accordance with the Plan sanctioned by the concerned authorities and have obtained a Completion Certificate vide Completion CaseNo. \_\_\_\_\_ dated \_\_\_\_\_.
- F. The Purchaser has from time to time paid the Total Price as recorded in ATS for purchasing the Apartment and the Purchaser hereby confirms that the Promoter has duly complied with its obligations contained in ATS and is not in default of its obligation therein.
- G. The Promoter has now called upon the Purchaser to take lawful, vacant, peaceful physical possession of the Apartment and pursuant thereto the Purchaser has taken such possession of the Apartment to the Purchaser's full satisfaction.
- H. Before taking possession of the Apartment, the Purchaser has fully satisfied himself/herself/itself with regard to the following:
- (i) The right, title and interest of the Owner to the said Premises, the documents relating to the title of the said Premises, the right of the Promoter and the Plan of the Project.
  - (ii) The materials, the workmanship and the quality of construction of the said Apartment and the Project, including the structural stability of the same.
  - (iii) The total area comprised in the said Apartment.
  - (iv) The Completion Certificate.

(v) The scheme of user and enjoyment of the Common Areas as contained in these presents and also in the ATS.

- I. The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Deed and all applicable laws, are now willing to enter into this Deed on the terms and conditions appearing hereinafter to complete the grant transfer and conveyance by sale of the Apartment by the Promoter to and in favour of the Purchaser.

**NOW, THEREFORE, THIS DEED OF CONVEYANCE WITNESSETH THAT:**

**1. CONVEYANCE AND TRANSFER BY SALE**

1.1 In consideration of the payment of the Total Price as mentioned in Schedule C and of the covenants, terms, conditions, stipulations and/or agreements hereinafter contained and on the part of the Purchaser to be paid observed and performed, the Promoter hereby sells conveys grants transfers absolutely and forever, to the Purchaser ALL THAT apartment No. [•], having carpet area of ([•] Sq. ft), together with an exclusive balcony area of ([•] Sq.ft.) and an exclusive open terrace area of ([•] Sq.ft.) appurtenant to the carpet area of the said apartment, located at the [•] Floor of the Building in the Project named “ Ujaan Prakriti” Together with the right to use \_\_\_\_ numbers of \_\_\_\_\_ car parking spaces bearing Nos. \_\_\_ admeasuring 135 square feet more or less and located at (hereinafter collectively referred to and identified as the “Apartment”) Together With the perpetual irrevocable right to use the common areas parts, portions, facilities, amenities, utilities and installations described under Schedule D hereto (“**Common Areas**”) in common with the remaining allottees/purchasers/lawful occupants of the Project and the Owner and the Promoter (in respect of the un-allotted apartments and parking space(s) in the Project) (hereinafter collectively referred to and identified as the “Apartment” which is more fully described in Schedule-2 hereto) and the Apartment is delineated in RED colour on map/plan of the [•] floor of the Building annexed hereto and marked as “**Annexure-B**” ALONG WITH all rights, benefits, liberties, privileges, sewers, drains, easements and appurtenant whatsoever and TO HAVE AND TO HOLD the Apartment and every part thereof and the

properties appurtenant thereto, absolutely and forever, as its exclusive owner, free from all encumbrances SUBJECT HOWEVER to the observance and performance by the Purchaser of all the covenants, stipulations, restrictions, and obligations mentioned hereinafter all of which shall be and be deemed to be covenants running with the said Premises AND FURTHER SUBJECT to the observance and performance by the Purchaser of all the terms and conditions of the management, administration and maintenance of the Project AND FURTHER SUBJECT to the Purchaser paying and discharging all existing and future maintenance charges, rates, taxes, impositions, outgoings etc. in respect of the Apartment from the date of its possession and/or the deemed date of possession, as the case may be, wholly with respect to the Apartment and proportionately with respect to the Project in relation to the Common Areas.

1.2 Unless contrary to the context, the capitalised term 'Apartment' (defined above) wherever used in this Deed shall include all the properties and rights mentioned in Clause 1.1 hereinabove which are being hereby sold and/or granted, and it is expressly made clear that the same constitute one residential unit.

1.3 None of the following is intended to be or shall be transferred in favour of the Purchaser and the Purchaser shall have no ownership whatsoever in respect of the following: a) The Common Areas; and b) Other residential apartments and parking spaces in the Project.

1.4 It is expressly clarified herein in respect of the residential apartments, parking and other spaces, properties and other rights comprised in the Project which are not intended to be transferred to the Purchaser as aforesaid, the Promoter shall be entitled to use, utilise, transfer, alienate, part with possession, deal with or dispose of the same in any manner whatsoever on such terms and conditions as may be thought fit and proper by them in its absolute discretion, without any reference or objection of to the Purchaser. The Purchaser hereby consents to the same and undertakes not to raise any claim or create or cause to be created for any reason, directly or indirectly, any obstruction or hindrance whatsoever regarding the same.

1.5 The Purchaser shall use and enjoy the said Apartment in the manner not inconsistent with his rights hereunder and without committing any breach, default or violation and without creating any hindrance relating to the rights of any other allottees/purchasers and/or of the Owner/Promoter.

1.6 The sale of the said Apartment is together with and subject to the mutual easements and restrictions and the terms, conditions, restrictions, stipulations, obligations and covenants mentioned in this Deed.

**2. THE PROMOTER AND THE OWNER DOTH HEREBY REPRESENT AND WARRANT TO THE PURCHASER AS FOLLOWS:**

2.1 The Promoter hereby represents and warrants to the Purchaser as follows:

(i) The Promoter has the requisite rights to carry out development upon the said Premises.

(ii) The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project.

(iii) There are no encumbrances upon the said Land or the Project.

(iv) There are no litigations pending before any Court of law or Authority with respect to the said Land, Project or the Apartment.

(v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Premises and Apartment are valid and subsisting and have been obtained by following due process of law. Further, the Promoter has developed the Project in compliance with all applicable laws.

(vi) The Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said Project to the competent Authorities till the Completion Certificate has been issued and possession of Apartment or Project, as the case may be, along with Common Areas (equipped with all the specifications, amenities and facilities) has been handed over to the Purchaser and the association of purchasers or the competent authority, as the case may be.

(vii) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification

(including any notice for acquisition or requisition of the said Premises) has been received by or served upon the Promoter in respect of the Project.

(viii) The Promoter hereby further covenant that the Purchaser shall, subject to observing, performing and complying with the terms, conditions, restrictions, stipulations, obligations and covenants mentioned in this Deed peaceably own, hold and enjoy the said Apartment

**3. THE PURCHASER DOETH HEREBY COVENANTS WITH THE OWNER AND THE PROMOTER AS FOLLOWS:**

3.1 The Purchaser shall observe and perform all the terms, covenants and conditions contained in this Deed to the extent and so far as they are applicable to the Apartment as if they were incorporated in these presents and not to commit breach of or do any act contrary to any of the terms, covenants and conditions stated therein.

3.2 The Purchaser shall not cause nuisance or annoyance to the adjoining purchasers and occupants.

3.3 The Purchaser shall indemnify and keep indemnified the Owner and the Promoter against any loss, costs, charges and expenses that it may suffer or incur on account of breach of any law, rules and regulations of the Government or any local authority, or breach of any term or covenant of the Deed or of these presents.

3.4 The Purchaser shall pay and discharge in entirety or proportionately (as the case may be) from the deemed date of possession all existing and future municipal rates, taxes, land revenues, assessments, impositions and outgoings (including interest, penalties in case of delayed payment, charges, claims etc.) whatsoever which now are or in the future shall be imposed or charged upon the Apartment and/or the Project constructed thereon and which may be assessed, charged or imposed upon either on the Promoter or the Purchaser or occupier thereof whether in respect of the Apartment or the Project or the Premises erected thereon in accordance with the provisions of relevant laws.

3.5 The Purchaser shall comply with all applicable laws, rules and regulations, notifications and circulars for the construction, use, enjoyment and possession of the Apartment and the Project to be erected thereon

including but not limited to the sanctioned Plan, and to be solely liable for all breaches and/or defaults in compliance thereof and to keep the Owner and the Promoter saved harmless and indemnified for all losses claims and demands which the Owner and/or the Promoter may suffer or be put to by reason of any breach or alleged breach of this covenant.

3.6 The Purchaser shall make regular payments for consumption of electricity, water and other services and/or utilities supplied to or obtained for the Apartment and/or the Project and to keep the Promoter saved harmless and indemnified in this regard. In the event there are any amounts outstanding with respect to water and electricity or any other utilities or facilities or services consumed or availed for the Apartment and/or the Project, the Purchaser shall be liable to make payments for the same to the concerned authority.

3.7 The Purchaser shall not use or allow the Apartment for any illegal or immoral purposes or for any noisy or offensive trade or business.

3.8 The Purchaser shall not amalgamate, sub-divide or partition the Apartment or any part thereof with any other apartment or apartments within the Project.

3.9 The Purchaser shall not bring in or store or allow to be brought in or stored in the Apartment or the Project or the said Premises or any part thereof, any hazardous, inflammable, combustible or explosive substance or any hide, skin or other articles likely to injure or damage the Apartment and/or the other structures constructed on the said Premises and not do or allow to be done on the building anything that may deteriorate the value of the building or the Apartment or the Project or injure the same in anyway, except in accordance with law.

3.10 The Purchaser shall pay wholly in respect of the Apartment and proportionately in respect of the Common Areas the Maintenance Charges as mentioned in Schedule E hereto, electricity charges, DG Back Up Charges, Reticulated Gas Consumption Charges and all levies, duties, charges, surcharges, rates, taxes and outgoings including GST, betterment and/or development charges under any statute, rule or regulation, electricity charges. The Maintenance Charges that may be and/or become payable at any time

(including enhancements thereto and/or new imposition) relating to the construction, transfer, ownership and/or maintenance of the Apartment and/or relating to this Deed shall be paid by the Purchaser without raising any objection thereto, within 15(fifteen) days of demand being made and the Promoter shall not be liable for the same under any circumstance;

3.11 The Purchaser shall get the said Apartment mutated in his/her name and/or separately assessed by the Competent Authority.

3.12 The Purchaser shall pay all amounts and deposits that are payable by the Purchaser under this Deed of Conveyance and/or which are the liability of the Purchaser under this Deed of Conveyance even if the same are demanded and/or become payable subsequent to the execution of this Deed of Conveyance.

3.13 The Purchaser shall pay all future betterment/development charges etc. relating to the said Apartment and/or the Common Areas.

3.14 The Purchaser represents and warrants that it has inspected and understood the Plan and has accepted the floor plan, payment plan and other statements mentioned herein as represented by the Promoter.

3.15 The Purchaser shall, after taking possession, be solely responsible to maintain the Apartment at his/her/their/its own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the Apartment, or the staircases, lifts, common passages, corridors, circulation areas, atrium or the Project which may be in violation of any laws or rules of any authority or change or alter or make additions to the Apartment and keep the Apartment, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized. The Purchaser hereby expressly agrees that clause 12 including clause 34.4 in relation to Defect Liability mentioned in the ATS shall form part of this Deed.

3.16 The Purchaser shall not put any sign-board/name-plate, neon light, publicity material or advertisement material etc. on the face/facade of Building or anywhere on the exterior of the Building comprised in the said

Project/said Land. The Purchaser shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design of Building. Further the Purchaser shall not store any hazardous or combustible goods in the Apartment or place any heavy material in the common passages or staircase of the Building. The Purchaser shall also not remove any wall, including the outer and load bearing wall of the Apartment.

3.17 The Purchaser shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the Association and/or Maintenance Agency appointed by the same. The Purchaser shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

3.18 The Purchaser has, inter alia, inspected and verified all the documents as also the Plan of the Apartment and the Project and is satisfied as to the Plan and/or the construction of the Building thereof and the condition and description of all fixtures and fittings installed and/or provided therein and also as to the amenities and facilities appertaining to the Apartment and also to the nature, scope and extent of benefit or interest in the Project and/or the Common Areas.

3.19 The Purchaser agrees and undertakes to comply with and honour the mutual easements, common rules and restrictions mentioned in this Deed.

#### **4. PAYMENT OF STAMP DUTY AND OTHER CHARGES**

4.1 All stamp duty, registration fees and other miscellaneous costs and expenses required to be paid or incurred on account and in respect to this Deed shall be borne and paid by the Purchaser.

4.2 The Purchaser further agrees to additionally bear and pay the proportionate amount of the applicable stamp duty, registration fee and other legal charges in relation to the registration of the proposed deeds for the purposes of separately conveying the entire Common Areas to the Association as per the terms of this Deed or the directions of the competent authority under WBREERA or any other local law, as may be applicable.

4.3 The Purchaser shall pay all taxes, charges, levies and impositions payable as owner or occupier of the Apartment and also proportionate share of all taxes, levies and/or impositions if any, of the Common Areas, payable by the Purchaser and this liability shall be perpetual, even if not mentioned anywhere in any future conveyance or instrument of transfer. All prices, rates, fees and charges etc. mentioned in this Deed of Conveyance are exclusive of any applicable taxes, cess, duties, levies etc. (both present and future) imposed by any appropriate authority (ies) which shall be payable separately by the Purchaser.

**SCHEDULE A ABOVE REFERRED**

**SAID LAND**

ALL THAT the piece and parcel of land admeasuring an area of 59 Cottahs 7 Chittaks and 43 sq. ft. (more or less), at Mouza- Sonarpur, J.L No - 39, P.S.- Sonarpur, within Ward 13 of Rajpur Sonarpur Municipality, Dist:- South 24 Parganas, as reflected in the tabular representation hereunder written, TOGETHER WITH all easement rights and all other rights appurtenances attached therewith;

<b>RS DAG NO.</b>	<b>RS KHATIAN No.</b>	<b>LR KHATIAN No.</b>	<b>PROJECT LAND AREA</b>
29	132		6 Cottahs 1 Chittaks & 43 sq. ft.
37	510		27 Cottahs 3 chittaks

43	301		3 Cottahs 8 Chittaks
44	301		10 Cottahs 14 Chittaks
30	301		2 Cottahs 8 Chittaks
40	502		4 Cottahs 10.5 Chittaks
40	502	4161, 4163 & 4162	4 Cottahs 10.5 Chittaks

which is butted and bounded as follows;

ON THE NORTH: Land RS & LR Dag No. \_\_\_\_\_

ON THE SOUTH: \_\_\_\_\_.

ON THE EAST: Land RS & LR Dag No. \_\_\_\_\_

ON THE WEST: Land RS & LR Dag No. \_\_\_\_\_

SCHEDULE B ABOVE REFERRED

SAID APARTMENT

SCHEDULE C ABOVE REFERRED

PAYMENT PLAN

SCHEDULE D ABOVE REFERRED  
COMMON AREAS

SCHEDULE E ABOVE REFERRED  
Common Area and Maintenance Charge