

:: DEED OF CONVEYANCE ::

THIS DEED OF CONVEYANCE made this the 19TH DAY OF MARCH
TWO THOUSAND TWENTY THREE

B E T W E E N

1) SMT. SOMA DAS (PAN-CEUPD3894M) (AADHAAR No. 9144 3862 5079) (MOB. 6290559369) wife of Sri Debabrata Das, by faith – Hindu, by occupation – Housewife, by nationality – Indian, **2) SMT. TUTU DAS, (PAN-ATYPD1456G) (AADHAAR No. 5750 6973 3405) (MOB. 9836041561)** wife of Sri Santanu Das, by faith – Hindu, by occupation – Housewife, by nationality – Indian both are residing at Bhatenda (West), P.O. Rajarhat, P.S. Rajarhat, District – 24 Parganas (North), Kolkata – 700 135, **3) SRI MRINAL KANTI DAS (PAN NO. AYOPD0240R) (AADHAR NO. 7581 4253 2987) (MOB. 9051677069)** son of Sri Himangshu Sekhar Das, by faith – Hindu, by occupation - Business, by nationality – Indian, residing at Karmakar Para, Bhatenda West, P.O. Rajarhat P.S. Rajarhat, District – 24 Parganas (North), Kolkata – 700 135 hereinafter jointly called and referred to as the **OWNERS/VENDORS** (which expression shall unless excluded by or repugnant to the context be deemed to mean and include each of their heirs, executors, administrators, successors , nominees and /or permitted assigns) of the **FIRST PART** Represented by their Constituted Attorney **1) SRI SUBRATA NEOGI (PAN NO. APSPN7820E) (AADHAR NO. 2323 2261 7365) (MOB.9903740706)** son of Late Birendra Nath Neogi, by faith – Hindu, by occupation – Business, by nationality – Indian residing at Bhatenda (West) P. O. & P.S. – Rajarhat, Kolkata – 700 135, District 24 Parganas (North) **2) SRI PULAK CHATTERJEE (PAN NO. AUJPC1389H) (AADHAR NO. 8900 1760 6494) (MOB.9831935590)** son of Late Kalidas Chatterjee by faith – Hindu, by occupation – Business, by nationality - Indian, residing at Bhatenda (East) P. O. & P.S. – Rajarhat, Kolkata – 700 135, District 24 Parganas (North) **3) SRI BISWAJIT ROY (PAN NO. ADFPR0216F) (AADHAR NO. 2109 2350 4844) (MOB.9830601553)** son of Late Sunil Kumar Roy by faith – Hindu, by occupation – Business, by nationality – Indian, residing at Bhatenda (West), P.O. & P.S. Rajarhat, Kolkata – 700 135 appointed vide Power of Attorney dated 27.02.2023 registered in the office of the A.D.S.R – Rajarhat, and recorded in Book No.I, Volume No.1523-2023, Pages 107097 to 107117, Being No.152302929 for the year 2023.

AND

ROSHMI ENTERPRISE (PAN NO. AAQFR8770C) a Partnership firm, incorporated under Indian Partnership Act 1932 having its principal place of business at Village-Bhatenda, Post Office & Police Station – Rajarhat, Kolkata-700135 District North 24 Parganas. being represented by its Partners **1) SRI SUBRATA NEOGI (PAN NO. APSPN7820E) (AADHAR NO. 2323 2261 7365) (MOB.9903740706)** son of Late Birendra Nath Neogi, by faith – Hindu, by occupation – Business, by nationality – Indian residing at Bhatenda (West) P. O. & P.S. – Rajarhat, Kolkata – 700 135, District 24 Parganas (North) **2) SRI PULAK CHATTERJEE (PAN NO. AUJPC1389H) (AADHAR NO. 8900 1760 6494) (MOB.9831935590)** son of Late Kalidas Chatterjee by faith – Hindu, by occupation – Business, by nationality - Indian, residing at Bhatenda (East) P. O. & P.S. – Rajarhat, Kolkata – 700 135, District 24 Parganas (North) **3) SRI BISWAJIT ROY (PAN NO. ADFPR0216F) (AADHAR NO. 2109 2350 4844) (MOB. 9830601553)** son of Late Sunil Kumar Roy by faith – Hindu, by occupation – Business, by nationality – Indian, residing at Bhatenda (West), P.O. & P.S. Rajarhat, Kolkata – 700 135 District 24 Paraganas (North) hereinafter jointly called and referred to as the **DEVELOPERS** (which expression shall unless excluded by or repugnant to the context be deemed to mean and include each of their heirs, executors, administrators, successors , nominees and /or permitted assigns) of the **SECOND PART**

AND

Mr. Srijib Chakraborty (PAN NO. AJOPC1031E) (Aadhar No. 4788 2926 7235) (Mob. 9830863867) Son of Susanta Chakraborty by faith – Hindu, by occupation – Service, by nationality – Indian residing at 113, Parmar Road, Bhadrakhali, Uttarpara, Hoogly - 712232, hereinafter referred to as the **PURCHASER** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his legal heirs, executors, legal representatives and / or assigns) of the **THIRD PART**.

WHEREAS one Sri Anil Roy and Sri Sunil Roy both sons of Late Santosh Roy both are residents of Bhatenda and owned and possessed of 39 satak of land

under Mouza – Bhatenda under L.R. Dag No.77 and another 19 satak of land under Mouza – Bhatenda in R.S. Dag No.78/724 i.e. total 58 decimal of land.

AND WHEREAS after the demise of said Anil Roy, his heirs namely 1) Smt. Urmila Roy (widow), 2) Sri Amal Kumar Roy (son), Sri Basudev Roy (son) and Sri Swapan Kumar Roy (son) who jointly inherited the landed property left by their deceased husband / father Late Anil Roy.

AND WHEREAS thereafter the said Sunil Roy also died intestate leaving behind his heirs namely 1) Smt. Triptimoyee Roy (widow), 2) Smt. Ruba Chakraborty (married daughter), 3) Smt. Kabita Bhattacharyya (married daughter), 4) Babita Roy (unmarried daughter), 5) Sri Subir Prasad Roy (son) and 6) Sri Biswajit Roy (son) who jointly inherited the landed property left by their deceased husband / father Late Sunil Roy.

AND WHEREAS all the aforesaid heirs of Late Anil Roy and Late Sunil Roy jointly through their Constituted Attorney Sri Biswajit Roy by a Bengali kobala dated 29.06.2004 sold, transferred and conveyed undivided 03 cotthas of land under Mouza – Bhatenda under R.S. Dag No.77, P.S. Rajarhat, District – 24 Parganas (North) out of the aforesaid 39 sataks of land to Smt. Soma Das and Smt. Tutu Das in lieu of a consideration stated therein. The said Deed was registered in the office of the A.D.S.R – Bidhannagar and recorded in Book No.I, Volume No.277, Pages 138 to 147, Being No.04679 for the year 2004.

AND WHEREAS all the aforesaid heirs of Late Anil Roy and Late Sunil Roy jointly through their Constituted Attorney Sri Biswajit Roy by another Bengali kobala dated 03.03.2004 sold, transferred and conveyed undivided 02 cotthas 02 chittaks of land under Mouza – Bhatenda under R.S. Dag No.77, P.S. Rajarhat, District – 24 Parganas (North) out of the aforesaid 39 sataks of land to Sri Mrinal Kanti Das in lieu of a consideration stated therein. The said Deed was registered in the office of the A.D.S.R – Bidhannagar and recorded in Book No.I, Volume No.356, Pages 235 to 247, Being No.5988 for the year 2004.

AND WHEREAS out of the aforesaid land measuring 05 cottahs 02 chittaks 00 sq.ft. more or less was recorded in the names of Late Sunil Roy and Late Anil Roy in Khatian No.814 and Khatian No.35 respectively both under

R.S.Dag No.77. After the purchase the said Smt. Soma Das, Smt. Tutu Das and Sri Mrinal Kanti Das recorded their names in the records of the B.L. & L.R.O and jointly exercised their right of ownership over the said plot of land without any hindrance from any quarter.

AND WHEREAS the land in the name of **SMT. SOMA DAS** is recorded in L.R. Khatian No.2682 and L.R. Dag No.77, in the name of **SMT. TUTU DAS** in L.R. Khatian No.2681 and L.R. Dag No.77, in the name of **SRI MRINAL KANTI DAS** in L.R. Khatian No.1853 under L.R.Dag No.77. The land area under L.R. Khatian No.2681 & 2682 is 03 cottahs more or less and the area of land under L.R. Khatian No.1853 is 02 cottahs 02 chittaks more or less. They later converted the said land from Danga to Bastu.

AND WHEREAS the said **SMT. SOMA DAS, SMT. TUTU DAS, THE PARTIES OF THE FIRST PART AND SRI MRINAL KANTI DAS, THE PARTY OF THE SECOND PART** for better use and occupation and enjoyment of their respective property jointly decided to construct one residential building thereon and for that purpose it is required to amalgamate the said two plots of land into one single plot and accordingly a Deed of Amalgamation dated 02.02.2023 was registered in the office of the A.D.S.R – Rajarhat, North 24 Parganas and recorded in Book No.I, Volume No.1523 – 2023, Pages 64940 to 64953, Being No.152301566 for the year 2023. After the amalgamation the area of the total plot of land stood 05 cottahs 02 chittaks 00 sq. ft. more or less. The said amalgamated plot of land measuring 05 cottahs 02 chittaks 00 sq. ft. more or less is morefully described in the **SCHEDULE – A** hereunder.

AND WHEREAS there after the said owners jointly decided to develop the said land by constructing multi storied building and for that they entered this Agreement for Development with **ROSHMI ENTERPRISE (PAN NO. AAQFR8770C)**, a partnership firm having its office at Bhatenda, Rajarhat, P.S. Rajarhat, Kolkata – 700 135, District 24 Parganas (North), West Bengal represented by **1) SRI SUBRATA NEOGI (PAN NO. APSPN7820E)** son of Late Birendra Nath Neogi, by faith – Hindu, by occupation – Business, by nationality – Indian, residing at Bhatenda (West) P. O. & P.S. – Rajarhat, Kolkata – 700 135, District 24 Parganas (North) **2) SRI PULAK**

CHATTERJEE (PAN NO. AUJPC1389H) son of Late Kalidas Chatterjee, by faith – Hindu, by occupation – Business, by nationality – Indian, residing at Bhatenda (East) P. O. & P.S. – Rajarhat, Kolkata – 700 135, District 24 Parganas (North) **3) SRI BISWAJIT ROY (PAN NO. ADFPR0216F)** son of Late Sunil Kumar Roy by faith – Hindu, by occupation – Business, by nationality – Indian, residing at Bhatenda (West), P.O. & P.S. Rajarhat, Kolkata – 700 135 on the terms, conditions, stipulations and obligations contained hereunder

AND WHEREAS the said owners entered into an Development Agreement with the developer above named **ROSHMI ENTERPRISE** on 27.02.2023 for constructions of a multi storied building over the said plot of land. The said Development Agreement was registered in the office of the A.D.S.R. – Rajarhat, and recorded in Book No.I, Volume NO.1523-2023, Pages 107051 To 107080, Being No. 152302927 of the year 2023. On the same day the said owners also granted a Power of Attorney in favour of the partners of the said Developer firm **ROSHMI ENTERPRISE** which was also registered in the same office and recorded in Book No.I, Volume No.1523-2023, Pages 107097 to 107117, Being No.152302929 for the year 2023.

AND WHEREAS the owners herein obtained sanction plan from the North 24 Parganas Zilla Parishad by Approval Order No. 2030/RPS dated 22/12/2022 and subsequently commenced construction on the property described in the FIRST SCHEDULE hereunder and started construction of the building as said sanction plan which is under progress.

AND WHEREAS now the vendors and the developer herein agreed to sell and the Purchaser herein agreed to purchase ALL THAT one self contained residential Flat No. 3A on the 3rd Floor (South facing) measuring a super built up area of 1050 Sq. Ft. more or less along together with undivided proportionate share or interest of the land along with all proportionate rights of all common areas and facilities of the building mentioned in the SECOND SCHEDULE hereunder written at or for the total consideration of **Rs. 30,98,000/-** (Rupees Thirty Lakh Ninety Eight Thousand Only) only which is to be paid by the Purchaser to the Developer in installments mentioned in the

THIRD SCHEDULE hereunder written, where the Developer hereby confirmed the same. The said flat falls under Developer's Allocation.

AND WHEREAS all the parties herein have agreed to enter into this Agreement for Sale, stating inter alia the terms and conditions in details to avoid litigations which may arise in future by and between the parties herein.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. The Developer hereby delivered all the Xerox copies of the relevant documents i.e. Title Deed, Tax Receipt, Building Sanction plan and others to the Purchaser for his verification and the Purchaser themselves hereby satisfied in regards to the same and also agreed that he will not raise any objection thereto in any manner whatsoever.
2. That the said **SCHEDULED FLAT** is free from all encumbrances whatsoever.
3. That it is agreed by the parties that after completion of the buildings, if the area of the said flat shall increase then the Purchaser shall be liable to pay extra consideration price proportionately to the Developer for such increased areas and if the areas shall find to be decreased then the Developer shall be liable to refund such extra consideration price, if received to the Purchaser for such decreased area.
4. That it is also agreed by and between the parties that the Developer shall construct and complete the said flat as well as the building as per standard specification annexed herewith and if the Purchaser shall do any extra work they will be entitled to do the same through the Developer and the costs and expenses for such extra areas shall be exclusively belonged with the Purchaser.
5. That it is agreed by the parties that the Developer shall take all necessary steps for obtaining the meter from W.B.S.E.D.C.L. in favor of the Purchaser and the cost and expenses i.e. Rs.10,000.00 will be exclusively borne by the Purchaser herein.
6. That it is agreed by the parties that the Developer shall take all necessary steps to install One Transformer for proper power supply of the building and the cost for the same will be born by the Purchaser

@Rs. 30/- (Rs. Thirty Only) per sq. ft. over and above the consideration price of the flat.

7. That the Purchaser agreed to purchase ALL THAT one self contained Flat No. 3A on the 3rd Floor (South facing) measuring a super built up area of 1050 Sq. Ft. more or less together with undivided proportionate share or interest of the land along with all proportionate rights of all common areas and facilities of the building mentioned in the SECOND SCHEDULE hereunder written at or for the total consideration of **Rs. 30,98,000/-** (Rupees Thirty Lakh Ninety Eight Thousand Only) only to be paid in installment mentioned in the **THIRD SCHEDULE** here after written.
8. That the Purchaser hereby paid a sum of **Rs. 1,00,000/-** (Rupees One Lakh Only) only as an advance money to the Developer and agreed to pay the balance amount in several installments particularly mentioned in the **THIRD SCHEDULE** herein after written failing which the Developer has the liberty to cancel this agreement after paying back the deposited amount to the Purchaser after deduction of 10% as service charges and in that case the Purchaser shall never raise any objection thereto in any manner whatsoever.
9. The Developer shall construct and complete the construction of the scheduled flat and hand over the possession of the flat to the Purchaser within 36 months from the date of this Agreement.
10. That it is agreed by the parties that after payment of the total consideration money of the flat, the vendors and the Developer shall hand over the vacant and peaceful possession of the said flat to the Purchaser, and also agreed to execute and register the proper Deed of Conveyance in favour of the Purchaser at the cost and expenses of the purchaser.
11. That the developer will construct the building as per specification mentioned herein under.
12. That it is agreed by the parties that before taking possession of the flat, the Purchaser shall not deal with or let out, encumber, transfer the said flat or alienate the said flat on any part thereof. Upon delivery of

possession of the said flat, the Purchaser shall be entitled to use, enjoy and possessed the same together with right to let out and / or transfer the same without the written contest of others.

13. As from and after of possession of the said complete flat, the Purchaser hereby covenants as follows:
 - a. To pay and bear the common expenses, other outgoings and the municipal rates and taxes for and / or in respect of the premises and building proportionately and for the said complete flat wholly.
 - b. To pay the electricity and other utilities consumed in or relating to the said flat.
14. That it is agreed by the parties that after taking delivery of the said flat the Purchaser shall never raise any objection in regards to the constructional work of the flat as well as the building.
15. That it is agreed by the parties that the Purchaser shall be entitled to take any house building loan from any financial institution by creating mortgage over the aforesaid covered space and in that case the vendors and the Developer shall issue a 'NO OBJECTION' for the same in favor of the Purchaser herein.
16. That it is agreed by and between the parties that applicable tax will be paid by the Purchaser.
17. That the purchaser use the flat for residential purpose only
18. That the developer will handover the flat in a complete and habitable condition to the purchaser within 36 months from this day.

THE SCHEDULE – A OF THE PROPERTY

ALL THAT piece and parcel of Bastu land measuring an area of 05 cotthas 02 chittaks 00 sq.ft. more or less, lying and situate at Mouza – Bhatenda, J.L.No.2, Re. Sa. No.50, Touzi No.2998, (formerly the total area of land was under L.R. Khatian Nos.814 and 35 both under under Dag No.77) (presently under L.R. Khatian Nos.2682, 2681 & 1853) L.R. Dag No.77, Police Station and A.D.S.R – Rajarhat, under Rajarhat Bishnupur No.1 Gram Panchayet, District 24 Parganas (North) which is butted and bounded by:

ON THE NORTH : Land under Dag No. 77
 ON THE EAST : 15 ft wide Panchayet Road
 ON THE WEST : Land under Dag No. 77
 ON THE SOUTH : 24 ft wide Panchayet Road

THE SCHEDULE – C ABOVE REFERRED TO

(WITH MARBLE / VITRIFIED TILED FLOORING AND LIFT FACILITY)

ALL THAT one self contained residential Flat No. 3A on the 3rd Floor (South facing) measuring a super built up area of 1050 Sq. Ft. more or less, consisting of 3 (Three) Bed Rooms, 1 (One) Dining cum Drawing Room, 1 (One) Open Kitchen, 1 (One) Toilet, 1 (One) W.C. and 1 (One) Balcony in the said building together with undivided proportionate share or interest of the land along with all proportionate rights of all common areas and facilities of the building duly constructed on the premises more fully mentioned in the **FIRST SCHEDULE** herein above written.

THE SCHEDULE – C ABOVE REFERRED TO

PAYMENT SCHEDULE

The total consideration of the said flat are fixed and settled by the parties for a sum of **Rs. 30,98,000/-** (Rupees Thirty Lakh Ninety Eight Thousand Only) only which to be paid by the purchaser to the developer as per installments given below:

a) At the time of this agreement	: Rs. 1,00,000.00
b) At the time of registration of agreement	: Rs. 7,80,000.00
c) Completion of 3 rd Floor casting	: Rs. 5,20,000.00
d) Completion of Brick work	: Rs. 4,10,000.00
e) Completion of Inside Plaster	: Rs. 4,10,000.00
f) Completion of Outside Plaster	: Rs. 4,10,000.00
g) At the time of Final Registration	: Rs. 4,68,000.00

Total :	<u><u>Rs. 30,98,000.00</u></u>
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(RUPEES Thirty Lakh Ninety Eight Thousand) ONLY

(WORKS SPECIFICATION OF BUILDING)

BUILDING SPECIFICATIONS

Super Structure

R.C.C. Framed structure with 110 mm thick (average) roof slabs.

Brick Wall

- i. Exterior brick wall be of best available quality bricks and of thickness 5" in C.M. 1:6.
- ii. Partition walls will be the best available quality bricks of thickness 5"/3" in C.M. 1:4.

N.B. C.M = Cement Mortar

Plaster

- i. External walls $\frac{3}{4}$ " thick in C.M. 1:4
- ii. Internal Walls $\frac{1}{2}$ " thick in C.M 1:4
- iii. Ceiling $\frac{1}{4}$ thick in C.M. 1:4.

N.B : C.M – Cement Mortar

Walls Finish

- i. Exterior Walls – Weather coat or equivalent.
- ii. Internal Walls, Ceiling – Plaster of Parish finish.

Flooring

Flooring – Vitrified Tiles

Doors

- i. All doors opening outside will have Sal wood frame of 4" x 2 1/2" section with solid core flush shutter.
- ii. Internal doors will have Sal wood frames of 4" x 2 1/2" with commercial ply wood (32 mm. factory finish phenol bond)
- iii. Hinges and fixtures will be of stainless steel.

Windows

Steel window sliding Aluminum frames with of 3 mm. thick glass.

Verandah

Grills upto 3' height fabricated of 20 mm x 6 mm flats or 12 mm square bars with enamel paintings

One Toilet will be provided with

- i. Hot and cold water connection with separate piping and provision for geyser.
- ii. Dado upto 6' in matching glazed tiles of single light colour and Regency or equivalent.
- iii. Indian Pan (Orissa) or commode and basin of light colour with cistern.
- iv. Bathroom fittings will be of Esco or equivalent Conventional type.

The kitchen will have the following

- i. Cooking platform with Green Marble.
- ii. Dado of 2' height from the cooking platform in glazed tiles of single light colour (Regency equivalent brand)
- iii. Stainless steel sink.
- iv. Exhaust fan point
- v. Electric power outlet range, refrigerator and appliances

Staircase

- i. Flooring in Kota/other Stone
- ii. Railing of M.S. Grill
- iii. Steel frame with fixed panes (Glass 3 mm thick) on external wall of thick for natural illumination.

Electrical Installation

- i. Suitable light points, fan and necessary sockets in the rooms, provisions for air – conditioned in one bedroom.

- ii. Call bell – push at main door.
- iii. Anchor or equivalent Switches and Havel's or equivalent Wire.
- iv. TV point at living / dining.

Plumbing System

Concealed Pipeline, soil lines will be of P.V.C (Local make)

Raw water Disposal

Rain water pipes of not less than 3" diameter in adequate numbers are to be provided to take care of raw water disposal.

Parapet wall of Roof

3' – 4' high and 5" thick ornamental brick wall in C.M. 1:4.

Special Features

Provision for TV antenna connection through 25 mm P.V.C conduits in the living room.

IN WITNESS WHEREOF the VENDORS, DEVELOPER and PURCHASER hereunto set and subscribed their respective hands and seals in execution hereof on the day of the month and year first above written.

SIGNED, SEALED AND DELIVERED

In presence of

WITNESSES

1.

**CONSTITUTED ATTORNEY OF
THE VENDORS**

2.

PURCHASER

DEVELOPER

Drafted by

Advocate

Alipore Judges Court

Regd. No.WB65/1987

Typed by

MEMO OF CONSIDERATION

RECEIVED the within mentioned sum of **Rs. 1,00,000.00 (Rupees. One Lakh Only) only** from the within mentioned **PURCHASER** towards the Earnest Money for selling the within mentioned flat.

By Cheque No. 428426 dt. 21/12/2022
Of State Bank of India

: Rs. 1,00,000.00

Total

Rs. 1,00,000.00

(Rupees One Lakh) only

WITNESSES :

1.

2.

DEVELOPER