

## **DEED OF CONVEYANCE**

## BETWEEN

**(1) SMT. SHASHI SHUKLA (PAN: BDGPS0384D) (AADHAAR No. 6808 9494 0610)** wife of late Kamal Kishore Shukla, by faith Hindu, by occupation-business, Nationality Indian, residing at 160, Mahatma Gandhi road, 2<sup>nd</sup> Floor,P.O. & P.S. Burrabazar, Kolkata-700007 **(2) SRI VINAYAK SHUKLA, (PAN NO.GCMPS7771C) (AADHAAR No. 7913 2974 5167)** son of late Kamal Kishore Shukla, by faith Hindu by Occupation Business, Nationality Indian residing at 160, Mahatma Gandhi Road, 3<sup>rd</sup> Floor, P.S. & P.O. Burrabazar, Kolkata-700007 **3) ROSHNI SHUKLA (PAN: DHTPS8614B) (AADHAAR No. 7039 8170 1214)** daughter of late Kamal Kishore Shukla, by faith Hindu, by occupation-business, Nationality Indian, residing at 160, Mahatma Gandhi road, 2<sup>nd</sup> Floor,P.O. & P.S. Burrabazar, Kolkata-700007 **(4) RIYA SHUKLA (PAN: DEEPS6962C) (AADHAAR No. 6692 0770 7767)** daughter of late Kamal Kishore Shukla, by faith Hindu, by occupation-business, Nationality Indian, residing at 160, Mahatma Gandhi road, 2<sup>nd</sup> Floor,P.O. & P.S. Burrabazar, Kolkata-700007 **(5) SMT. BINA SHUKLA (PAN NO.EZRPS8130M) (AADHAAR No.7143 7385 7309)** wife of Late Ram Biswas Shukla, aged about 76 years, by faith Hindu by Occupation House-wife, Nationality Indian residing at 160, Mahatma Gandhi Road, 3<sup>rd</sup> Floor, P.S. & P.O. Burrabazar, Kolkata-700007. **(6) SMT. REKHA BAJPAI (PAN NO.CMMPB3144C) (AADHAAR No.5203 1105 3787)** wife of Shri Prabhat Kumar Bajpai and daughter of the Late Ram Biswas Shukla, aged about 58 years, by faith Hindu by Occupation House-wife, Nationality Indian residing at 160, Mahatma Gandhi Road, 3<sup>rd</sup> Floor, P.S. & P.O. Burrabazar, Kolkata-700007, **(7) RAHUL SHUKLA, (PAN: BAMPSS1335K), (AADHAAR No 6653 2558 3953)** son of **Kaushal Shukla**, aged about 48 years, by faith Hindu by Occupation business, Nationality Indian residing at 160, Mahatma Gandhi Road, 3<sup>rd</sup> Floor, P.S. & P.O. Burrabazar, Kolkata-700007 **(8) KAUSHAL SHUKLA, (PAN:HXEPS9139G) (AADHAAR No. 5373 9140 2649)** by faith Hindu by Occupation –business Nationality Indian residing at 160, Mahatma Gandhi Road, 3<sup>rd</sup> Floor, P.S. & P.O. Burrabazar, Kolkata-700007, represented by their constituted attorney **REGAL REALTY PRIVATE**

**LIMITED ( PAN NO. AAGCR5603P)** a company within the meaning of the Companies Act, 2013, having its registered office at 191, Chittaranjan Avenue, 4<sup>th</sup> Floor, P. S and Police Station – Burrabazar, represented by its one of the Director **SRI PARESH RUNGTA (PAN No. AKAPR2254F) (Aadhaar No. 5374 7762 7034)** son of Sri Pramod Kumar Rungta, resident of 193 Bagmari Road, Post Office Kankurgachi, Police Station Manicktala, Kolkata-700054 **by virtue of registered Power of Attorney dated 26<sup>th</sup> July, 2017 registered at the office of the Additional Registrar of Assurances – III, Kolkata, vide Book No. IV, Volume No. 1903-2018, Pages from 94997 to 95032, being Deed No. 190302847 for the year 2018** AND FURTHER **by virtue of registered Power of Attorney dated 29<sup>th</sup> August, 2018 registered at the office of the Additional Registrar of Assurances – III, Kolkata, vide Book No. IV, Volume No. 1903-2018, Pages from 154957 to 154999, being Deed No. 190305454 for the year 2018** AND FURTHER **by virtue of registered Power of Attorney dated 29<sup>th</sup> August, 2018 registered at the office of the Additional Registrar of Assurances – III, Kolkata, vide Book No. IV, Volume No. 1903-2018, Pages from 155000 to 155027, being Deed No. 190305455 for the year 2018** AND FURTHER **by virtue of registered Power of Attorney dated 3<sup>rd</sup> May, 2023, registered at the office of the Additional Registrar of Assurances – II, Kolkata, vide Book No. IV, Volume No. 1902-2023, Pages from 184688 to 184719, being Deed No. 190205813 for the year 2023,** hereinafter jointly referred to as "**the VENDORS**" (which expression shall unless excluded by or repugnant to the context be deemed to mean and include their heirs, successors, executors, administrators, legal representatives and assigns) of the **FIRST PART.**

**AND**

**MR/MRS. ...., .... of Sri ..... (PAN. ....)  
(Aadhaar No. .... ....) (DOB .....)** **Mobile no. +91** ..... by faith Hindu by Occupation business Nationality Indian residing at ..... , ..... , P.O- ..... , P.S- ..... Kolkata-70000.....

hereinafter referred to as the '**PURCHASER**' (which expression shall unless excluded by or repugnant to the context be deemed to mean and include

their heirs, successors, executors, administrators, legal representatives and assigns) of the **SECOND PART**.

**AND**

**REGAL REALTY PRIVATE LIMITED (CIN NO. U45400WB2013PTC195572) (PAN NO. AAGCR5603P) (DOI. 15-07-2013)** a Private Limited Company incorporated under the Companies Act, 1956 and an existing company under the Companies Act, 2013 having its Registered Office at 191, Chittaranjan Avenue, 4<sup>th</sup> floor, P.S. Girish Park, P.O. Burrabazar, Pin-700007, represented by its Director **MR. PARESH RUNGTA**, son of Sri of Pramod Rungta (**PAN No. AKAPR2254F**) (**Aadhaar No. 5374 7762 7034**), (**MOBILE NO. +91 9831801205**) (**DOB 10-08-1988**) by faith Hindu by Occupation business Nationality Indian residing at 193 Bagmari Road, Post Office Kankurgachi, Police Station Manicktala, Kolkata-700054 hereinafter referred to as the '**DEVELOPER/CONFIRMING PARTY**'(which expression shall unless excluded by or repugnant to the context be deemed to mean and include his heirs executors successor-or-successors-in-office, insolvencies and assigns) of the **THIRD PART**.

**WHEREAS**

- A. One Sarat Chandra Mullick was the absolute owner of various immovable properties during his lifetime including ALL THAT the 17 cottahs of land together with brick built and structures standing thereon lying and situate at premises No.93,95,97B and Part of 97A, Muktaram Babu Street, Calcutta.
- B. On 8<sup>th</sup> day of May,1957 the said Sarat Chandra Mullick expired leaving behind his Last Will and Testament dated 18<sup>th</sup> day of May, 1956 whereby and whereunder he bequeathed unto and in favour of his only son Sri Tarak Nath Mullick all his immovable properties herein ALL THAT the 17 cottahs of land together with brick built and structures standing thereon lying and situate at premises No.93,95,97B and Part of 97A, Muktaram Babu Street, Calcutta and further appointed the said Sri Tarak Nath Mullick being his only son as the Executor of the said Will.

C. The said Last Will and Testament dated 18<sup>th</sup> day of May, 1956 of the said Sarat Chandra Mullick, since deceased was duly probated and the said Sri Tarak Nath Mullick thus became the absolute owner and seized and possessed of the said ALL THAT 17 cottahs of land together with brick built and structures standing thereon lying and situate at premises No.93,95,97B and Part of 97A, Muktaram Babu Street, Calcutta.

D. On 7<sup>th</sup> day of October, 1959 by an Indenture of Sale registered at the Office of the Additional District Sub Registrar, Kolkata in Book No.1, Volume No.104, Pages 139 to 146, Being No. 4716 for the year 1959 the said Sri Tarak Nath Mullick being the Vendor therein of the One Part sold, granted, transferred and conveyed absolutely free from all encumbrances unto and in favour of one Balak Ram Shukla and one Sarju Dayal Shukla being jointly referred to as the Vendees of the Other Part therein at and for a consideration as mentioned therein ALL THAT 17 cottahs of land together with brick built and structures standing thereon lying and situate at premises No.93,95,97B and Part of 97A, Muktaram Babu Street, Calcutta within the Municipal limits of the then North Division of the Town of Calcutta.

E. By a Deed of Partition dated the 3<sup>rd</sup> day of January, 1985 registered in the office of the Registrar of Assurances, Kolkata in Book No.1, Volume No.755, Pages from 81 to 85, Being No.1989 for the year 1965 the said Balak Ram Shukla and the said Sarju Dayal Shukla amicably partitioned ALL THAT 17 cottahs of land together with brick built and structures standing thereon lying and situate at premises No.93,95,97B and Part of 97A, Muktaram Babu Street, Calcutta.

F. Thus by virtue of the said Deed of Partition dated 3<sup>rd</sup> day of January, 1985 the said Balak Ram Shukla became the absolute owner of ALL THAT 8 (eight) cottahs 12 (twelve) chittacks and 38 (thirty eight) sq. ft. of land together with partly one storied and partly Asbestos roofed two storied building lying and situate at premises No.97B, and part of 97A, Muktaram Babu Street, Calcutta out of the entire ALL THAT 17 cottahs of land together with brick built and structures standing thereon lying and situate

at premises No.93,95,97B and Part of 97A, Muktaram Babu Street, Calcutta, as more fully and particularly described in the First Schedule hereunder written (hereinafter referred to as the said property).

G. The said Balak Ram Shukla, who during his life time was a Hindu governed by Dayabhaga School of Hindu Law, died intestate on 24<sup>th</sup> November, 1986. His wife having predeceased him the said property devolved upon his three sons, namely (1) Sri Ram Biswas Shukla (2) Sri Kaushal Shukla and (3) Sri Kamal Kishore Shukla in equal proportion of 1/3<sup>rd</sup> each, absolutely and free from all encumbrances being the only surviving legal heirs of the said deceased.

H. Subsequently the said (1) Sri Ram Biswas (2) Sri Kaushal Shukla and (3) Sri Kamal Kishore Shukla made a declaration on the 28<sup>th</sup> day of January, 2010 thereby declaring that they are the absolute owners each having 1/3<sup>rd</sup> undivided share in the said property, as more fully and particularly mentioned in the First Schedule hereunder written. The said declaration was duly registered with the Additional Registrar of Assurances, Kolkata-III, in Book No.I, CD Volume No.2, Pages from 8546 to 8555, Being No.00849 for the year 2010.

I. Thus the said Sri Ram Biswas, Sri Kaushal Shukla and Sri Kamal Kishore Shukla became the joint owners and /or otherwise well and sufficiently entitled to ALL THAT the said property free from all encumbrances, charges, liens, lispendens, attachments, liabilities, acquisitions, requisitions and trust of whatsoever nature each having 1/3<sup>rd</sup> share therein. The said property is partly in possession of the Owners and partly occupied by the tenants and occupants.

J. The said Sri Ram Biswas, Sri Kaushal Shukla and Sri Kamal Kishore Shukla being the joint owners therein had entered into a Memorandum of Understanding with one Madhukunj Construction Private Limited being the Developer therein on 29<sup>th</sup> day of November, 2010 whereby it was agreed that the said Developer shall construct a Muti-storied building on the said property pursuant to the terms and conditions as mentioned therein. One Power of Attorney dated 29<sup>th</sup> day of November,

2010 registered with the Additional Registrar of Assurances-III Kolkata in Book No.IV, CD Volume No.9, pages from 995 to 1005, being NO.060802 for the year 2010 was also granted by the said Joint Owners in favour of one Sri Ganesh Prasad Gupta, being one of the Director of the said Developer company for taking effective steps.

- K. Subsequently, the said joint owners therein had entered into a development agreement with the said Madhukunj Construction Private Limited being the Developer therein on 26<sup>th</sup> day of December, 2014 for development of the said property jointly and the said Development agreement was duly registered with the Additional Registrar of Assurances II, Kolkata in Book No.1, VD Volume No. 79, pages from 2851 to 2866 , being No. 15841 for the year 2014 and also a Power of Attorney dated 26<sup>th</sup> day of December, 2014 registered with the Additional Registrar of Assurances III, Kolkata in Book No.IV, CD Volume No.16, Pages from 6090 to 6099, Being No. 08968 was also granted in favour of one of the Directors of the said Madhukunj Construction Private Limited said Sri Ganesh Prasad Gupta for the said development agreement.
- L. Subsequently , the said property being ALL THAT the premises No.97B, and Part of 97A, Muktaram Babu Street, Kolkata was amalgamated and renumbered as Premises No.97A/1, Muktaram Babu Street, Kolkata. And thereafter the said property was demarcated jointly by the owners into two logs being LOT A containing an area of 7 cottahs 4 chittaks and 41 sq. ft. together with partly one storied and partly asbestos roofed two storied building and LOT B containing an area of 1 cottah 1 chittack 17 sq. ft. equivalent to 72.649 sq. mtr. (782 sq. ft.) together with Asbestos and RTR roof structures thereon admeasuring a total area of 8 chittacks 6 chittacks and 13 sq. ft. one actual (a portion of land being used for boundary).
- M. By a Deed of Gift dated 7<sup>th</sup> August, 2015 registered in the office of the Registrar of Assurances-II Kolkata for the year 2015 , out of natural love and affection, the said Kamal Kishore Shukla being the Donor of the One Part therein granted, conveyed , transferred and assured unto and in favour of his son Vinayak

Shukla being the Donee therein ALL THAT the piece and parcel of land measuring about 24.216 sq. mtr. Equivalent to 260.66 sq. ft. more or less out of his one third undivided share i.e. 72.649 sq. mtr. (782 sq.ft.)together with Asbestos and RTR roof structures thereon being the LOT B of the said property.

- N. By a Deed of Gift dated 7<sup>th</sup> August, 2015 registered in the office of the Registrar of Assurances-II Kolkata for the year 2015 , out of natural love and affection , the said Kaushal Shukla being the Donor of the One Part therein granted, conveyed , transferred and assured unto and in favour of his son Rahul Shukla being the Donee therein ALL THAT the piece and parcel of land measuring about 24.216 sq. mtr. Equivalent to 260.66 sq. ft. more or less out of his one third undivided share i.e. 72.649 sq. mtr. (782 sq.ft.)together with Asbestos and RTR roof structures thereon being the LOT B of the said property.
- O. By a Deed of Gift dated 18<sup>th</sup> August, 2015 registered in the office of the Registrar of Assurances-II Kolkata for the year 2015 , out of natural love and affection , the said Ram Biswas Shukla being the Donor of the One Part therein granted, conveyed , transferred and assured unto and in favour of his wife Bina Shukla being the Donee therein ALL THAT the piece and parcel of land measuring about 24.216 sq. mtr. Equivalent to 260.66 sq. ft. more or less out of his one third undivided share i.e. 72.649 sq. mtr. (782 sq.ft.)together with Asbestos and RTR roof structures thereon being the LOT B of the said property.
- P. By a Deed of Revocation dated 7<sup>th</sup> day of March,2016 the Power of Attorney dated 29<sup>th</sup> day of November, 2010 was revoked by the said joint owners Ram Biswas Shukla , Kaushal Shukla and Kamal Kishore Shukla and registered with the Additional Registrar of Assurances III, Kolkata in Book No. IV, CD Volume No.1903-2016, pages from 39951 to 39967, Being No.190301588 for the year 2016.
- Q. The said Ram Biswas Shukla, who during his lifetime was a Hindu governed by Dayabhaga School of Hindu Law, died intestate on 14<sup>th</sup> day of May,2017 leaving behind his wife

namely Smt. Bina Shukla and one daughter namely Smt. Rekha Bajpai as his only surviving legal heirs.

R. By virtue of the death of Sri Ram Biswas Shukla the registered Power of Attorney dated 26<sup>th</sup> December, 2014 , whereby the said Ram Biswas Shukla, since deceased , Kaushal Shukla and Kamal Kishore Shukla appointed Sri Ganesh Prasad Gupta as their true and lawfully attorney for the purpose of development of the said property in terms of registered development agreement dated 26<sup>th</sup> December, 2014 , ceased to have any effect.

S. Thus Smt. Bina Shukla, Smt. Rekha Bajpai, Sri Kaushal Shukla, Sri Rahul Shukla, Sri Kamal Kishore Shukla and Vinayak Shukla became the joint owners of the said Premises being No.97/1, Muktaram Babu Street, comprising of Lots "A" & Lot B" admeasuring a total area of 8 cottahs, 12 chittacks and 38 sq. ft. and on actual 8 cottahs , 6 chittacks 13 sq. ft. together with structure standing thereon since a portion of the said property was deducted for boundary (hereinafter referred to as the "said premises ") as morefully and particularly described in the Second Schedule written hereunder. The vendor duly mutated its name with the Kolkata Municipal Corporation, vide Assessee No. 110411701116.

T. By an development agreement dated 26<sup>th</sup> July, 2017 made between Smt. Bina Shukla, Smt. Rekha Bajpai, Shri Kaushal Shukla, Kamal Kishore Shukla since deceased, Rahul Shukla, Sri Vinayak Shukla jointly referred therein as the Owners and the Developer herein duly referred therein as Developer and registered at the office of the Additional Registrar of Assurances-II , Kolkata Vide Book No.I Volume No.1902-2017 pages from 79128 to 79195 being No. 190202376 for the year 2017, the parties have agreed to develop the premises, being **ALL THAT** the entire land measuring an area of 7 Cottahs 4 Chittaks and 41 sq.ft. together with partly one storied and partly Asbestos roofed two storied building of premises 97/1, Muktaram Babu Street, Kolkata presently known as premises No. 97A/1, Muktaram Babu Street, Kolkata-700007 and

containing an area of 1 Cottah 1 Chittak 17 sq.ft. equivalent to 72.649 sq.mtr (782 sq.ft.) together with Asebestos and RTR roof structures thereon of premises No. 97/1, Muktaram Babu Street, Kolkata-700007 presently known as premises No. 97A/2, Muktaram Babu Street, Kolkata-700007, admeasuring a total area in the said two premises of 8 Cottahs, 6 Chittacks 13 sq.ft. more or less, Police Station Jorasanko (now known as Girish Park), Ward no.41 of the Kolkata Municipal Corporation under Borough No.V, Kolkata -700007 with the terms and conditions as stipulated in the Development Agreement including the terms of the ratio of allocations between the parties as 55% by developer and 45% by the Owners of the total construction area of the said two premises.

U. It is pertinent to note that in the said development agreement the name of the Company of the Developer was wrongly mentioned as "M/S. REGAL REALITY PRIVATE LIMITED" instead of Correct name "REGAL REALTY PRIVATE LIMITED" and as such parties were required to execute and registered the Deed of Declaration for correcting the said name of the Company.

V. Along with the said Development Agreement dated 26<sup>th</sup> July, 2017, the said Owners jointly have also had executed the development Power of Attorney empowering the said Developer for the purpose of all respect in order to develop the said premises and also empowering to sale, transfer, convey in respect of Developer's allocation of developer's allocation of 55% of the total construction in the said new building to any intending purchaser/purchasers together with the proportionate share of land and common rights of the said premises and to execute necessary deeds of conveyance and to present before the present registry office for admission of and/or completion of the said registration of the said deed of conveyance in favour of the intending Purchaser.

W. In the said Power of Attorney also the name of the Company being the Developer was wrongly mentioned as "REALITY DEVELOPERS PRIVATE LIMITED" instead of Correct name "REGAL REALTY PRIVATE LIMITED" as such the parties were also required to execute and registrar the fresh development Power Attorney.

X. Subsequently by a Deed of Declaration dated 29<sup>th</sup> August, 2018 made between Smt. Bina Shukla, Smt. Rekha Bajpai, Shri Kaushal Shukla, Kamal Kishore Shukla since deceased, Rahul Shukla, Sri Vinayak Shukla the Owners and the Developer therein referred therein as Developer and Registrar at the office of the Additional Registrar of Assurances-II, Vide Book No.1 Volume No. 1902-2018 pages 115851 to 115886 being No. 190203274 for the year 2018 and thereby the said mistake in the name of the Developer's Company name duly been rectified also with the other mistake also were appeared were appearing in the said development agreement dated 26<sup>th</sup> July, 2017.

Y. A fresh development Power of Attorney have duly been executed on 29<sup>th</sup> August, 2018 made between Smt. Bina Shukla, Smt. Rekha Bajpai, Shri Kaushal Shukla, Kamal Kishore Shukla since deceased, Rahul Shukla, Sri Vinayak Shukla referred therein as the Owners "REGAL REALTY PRIVATE LIMITED" the developer thereby the said Owners has appointed the constituted Attorney to the Developer "REGAL REALTY PRIVATE LIMITED" for the purpose of construction of the said new building in the said premises and to sale, transfer, convey the Developer's allocations of 55% of the total constructed area as mentioned in the said Development Agreement.

Z. The Developers have duly submitted the proposed sanction plan for sanction the building plan for construction of the said premises 97A/1, Muktaram Babu Street and 97A/2, Muktaram Babu Street, Kolkata-700007 and the Kolkata Municipal

Corporation has duly been sanctioned the building sanction plan for construction of the said building as follows:

i) In respect of being premises No. 97A/1 Muktaram Babu Street, Police Station Jorasanko (now known as Girish Park), Post Office-Burabazar, Ward no.41 of the Kolkata Municipal Corporation under Borough No.V, Kolkata-700 007

Sanctioned UR 142 of Kolkata Municipal Corporation Building Rule 2009. Building Permit No. 202005000 dated 26.06.2020

- AA. In terms of the said building sanction Plan the construction work in the premises No. 97A/2, Muktaram Babu Street has been completed.
- BB. The construction in respect of premises No. 97A/1, Muktaram Babu Street, Kolkata is under construction as per the said sanction plan and Development Agreement.
- CC. It has been agreed by and between the parties that the Owners will take over possession in respect of the entire constructed area of 811 sq.ft. comprised with ground plus 1<sup>st</sup> Floor constructed in the premises No. 97A/2, Muktaram Babu Street, Kolkata out of their 45% allocations of the total constructed area of the said premises and the balance area of the said Owners allocation will be received by the Owners jointly from the said Premises No.97A/1, Muktaram Babu Street, Kolkata.
- DD. It has been further agreed by and between the parties that the developer will be entitle their entire 55% allocation from the Premises No.97A/1, Muktaram Babu Street, Kolkata and entirety.
- EE. In the meantime one of the said Owners Kamal Kishore Shukla died intestate leaving behind him 4 legal heirs under the Hindu Succession Act, 1956, namely Smt. Sashi Shukla, Sri Vinayak Shukla, Roshni Shukla and Riya Shukla and accordingly said

legal heirs of Kamal Kishore Shukla jointly have also executed the Power Of Attorney and registered at the concerned registry office dated 03.05.2023 vide Book No. I, Volume No. 1902-2023, Pages 184688 to 184719, being No. 190205813 for the year 2023.

- FF. The parties have agreed and decided their respective allocation of the construction area. The owners and the developer has duly entered into an agreement of allocation of the construction area of the said both the building dated 12<sup>th</sup> July, 2025.
- GG. As per the said calculation above the Developer herein are entitled and received their allocation from the Premises No. 97A/1 Muktaram Babu Street, Kolkata, out of their total 55% allocation in terms of the said development agreement from both the said premises adjusting the area allotted to their tenants in both the said premises as details of such allocations written hereunder.
- HH. The owners and the developers have understood and acknowledged the said allocation in respect of the said both the premises.
- II. In terms of the said development agreement and the said allocation agreement, the developer is entitle to sale, transfer convey all right, title and interest in respect of the their allocation as " developer's" allocation as stated above together with the proportionate share in the land and all common rights, facilities and area of the said Premises No. 97A/1 Muktaram Babu Street, Kolkata to any intending purchaser including the purchaser herein.
- JJ. The developer herein has agreed to sell, transfer, convey and assign from the " developer's" allocation and the Purchaser agreed to purchase **ALL THAT piece and parcel of Unit/Flat No..... & ..... admeasuring about carpet area .....sq.ft. equivalent Built up area ..... Sq.ft. equivalent Super built up area ..... & carpet area .....q.ft. equivalent Built up area ..... Sq.ft. equivalent Super built up area ..... Sq.ft. respectively On ..... Floor residential flat measuring be the same a little more or less on the ..... Floor, in Premises No.97A/1, Muktaram Babu Street, P.O.**

**Burrabazar, P.S. Girish Park, Kolkata-700007, together with the undivided proportionate imitable share and/or interest in the land comprised in the Said Premises as more fully described in the First Schedule written hereunder and all right over the common areas, portions, facilities, amenities and installations in the Said Building situated at premises No. 97A/1, Muktaram Babu Street, P.O. Burrabazar, P.S. Girish Park, Kolkata-700007.**

- KK. The Owner/Vendor/Developer has registered the project under the provisions of the Act with the West Bengal Real Estate Regulatory Authority at Kolkata on..... under registration No.....**
- LL. The Owner/Vendor/Developer herein has declared to sell the residential flat of the said building and the purchaser herein getting knowledge about the same, and being desirous to purchase a flat had taken inspection of the documents and being satisfied with the title of the land owner and also the sanction plan and the construction and agreed to Purchase ALL THAT piece and parcel of units, being Unit/Flat No. \_\_\_\_\_ admeasuring total \_\_\_\_\_ square feet carpet area equivalent to \_\_\_\_\_ sq.ft. super built up area situated on the ..... floor of the said building, 97A/1, Muktaram Babu Street, P.O. Burrabazar, P.S. Girish Park, Kolkata-700007, within the local limit of Kolkata Municipal Corporation Ward No. 41 together with the proportionate share in the land and common rights of the said premises with the terms and conditions and for consideration as contained therein, hereinafter called and referred to as the "SAID FLAT" morefully and particularly described in the the SECOND SCHEDULE at or for the total price and/or consideration of Rs. \_\_\_\_\_ only finding the proposal as an acceptable one, the vendor/ owner/Developer has decided to sell out the said flat to and in favour of the Purchaser herein.**
- MM. By an Agreement for sale dated.....the owner/Vendor herein has agreed to sell, transfer and convey from the Developer's allocation being ALL THAT piece and parcel of units, being Unit/Flat No. \_\_\_\_\_ admeasuring total**

..... square feet carpet area equivalent to ..... sq.ft. super built up area situated on the ..... floor of the said building, 97A/1, Muktaram Babu Street, P.O. Burrabazar, P.S. Girish Park, Kolkata-700007, within the local limit of Kolkata Municipal Corporation Ward No. 41 morefully and particularly described in the **SECOND SCHEDULE** hereunder written together with the undivided proportionate imitable share and interest in the land which is morefully and particularly mentioned and described in the **FIRST SCHEDULE** HEREUNDER WRITTEN as well as with the other common areas, facilities and amenities attached to and available therewith unto and in favour of the PURCHASERS herein for the agreed consideration of **Rs.** .

**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.** ..... as the total consideration paid by the purchasers to the Owner herein ( receipt whereof the owner hereby as well as by Memo hereunder written acknowledges and admits and discharge from every part thereof acquit, discharge and exonerate the purchasers) paid on or before the execution of these presents the Owner/promoter herein doth hereby sell, transfer and convey unto and in favour of the Purchaser herein **ALL THAT** piece and parcel of units, being **Unit/Flat No.** ..... **admeasuring** total ..... square feet carpet area equivalent to ..... sq.ft. super built up area situated on the ..... floor of the said building in complete and habitable condition in all manner whatsoever 97A/1, Muktaram Babu Street, P.O. Burrabazar, P.S. Girish Park, Kolkata-700007, within the local limit of Kolkata Municipal Corporation Ward No. 41, Borough No. V, morefully and particularly described in the **SECOND SCHEDULE** hereunder written **TOGETHER WITH** the undivided proportionate imitable share and interest in the land in the **FIRST SCHEDULE** hereunder written **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 the owner/Vendor to the said piece of land and over the premises herby conveyed and every part thereof **TO HAVE AND TO HOLD** the same unto and to the use and benefit of the Purchasers 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 hereinafter in respect of the same to the Government or any other public body or local authority in respect thereof and the owner herein doth hereby covenants with the Purchasers that-

1. The Owner /Vendor herein now has himself 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 use of the Purchaser in the manner aforesaid, have put the Purchaser in vacant, peaceful and unencumbered possession.
2. The Purchasers may from time to time and at all times hereafter peacefully and quietly enter upon, occupy or possess and enjoy the said flat and premises herby 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 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 well and sufficiently saved, 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 herein

or by any other person or persons claiming or to claim by, from, under or in trust for them.

4. The Purchasers shall be entitled to the right, benefits and privileges attached to the said flat and appurtenances thereto including the right to the enjoy the common areas (including undivided proportionate share in land) ad in common space/s in the building for the occupation and enjoyment of the said flat as detailed in the **THIRD SCHEDULE** written hereunder.
5. The Purchasers 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**.
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 Purchasers and other co-owners shall abide by common restrictions along with the other owner/co-occupiers of the other units/flats in the building as detailed in the **FIFTH SCHEDULE** written hereunder.
8. The Purchasers shall also be entitled to sell, mortgage, lease or otherwise alienate the property hereby conveyed subject to the terms contained herein to any one without consent of the owner/vendor or any other co-owners who may have acquired before and who may hereafter acquire any right, title and interest similar those acquired by the Purchasers under the terms of this conveyance.
9. The Purchasers undivided proportionate interest in land is imitable in perpetuity.
10. The Owner/Vendor and/or any other 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 and will from time to time and at all times hereinafter at the request ad costs of the Purchasers do and execute and cause to be done and executed all such further and other lawful acts, deeds, thighs, whatsoever for better and more perfectly ad absolutely granting

the said land and premises and every part thereof hereby conveyed unto and unto the use of the Purchaser in manner aforesaid as by the Purchasers, their heirs, executors or administrators and assigns shall be reasonably required.

11. The Purchasers shall mutate the said flat in their names 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 FIRST SCHEDULE ABOVE REFERRED TO:**

**(ENTIRE PREMISES)**

**ALL THAT** the entire land containing an area of 7 Cottahs 4 Chittaks and 41 sq.ft. together with partly one storied and partly Asbestos roofed two storied building presently known as premises No. 97A/1, Muktaram Babu Street, Police Station Jorasanko (now known as Girish Park), Ward no.41 of the Kolkata Municipal Corporation under Borough No.V, Kolkata -700007 and butted and bounded with –

On the North: By the premises No.12& 13 Pratap Ghosh Lane;  
 On the South: By the premises No.177A, Chittaranjan Avenue;  
 On the East: by the premises No.181, Chittaranjan Avenue;  
 On the West: By the premises No.77 & 69 Muktaram Babu Street.

**THE SECOND SCHEDULE ABOVE REFERRED TO:**  
**(DESCRIPTION OF THE SAID UNIT)**

**ALL THAT piece and parcel ALL THAT** piece and parcel of **Unit/Flat No.** ..... & .... admeasuring about carpet area .....sq.ft. equivalent Built up area ..... Sq.ft. equivalent Super built up area ..... & carpet area .....sq.ft. equivalent Built up area ..... Sq.ft. equivalent Super built up area ..... Sq.ft. respectively  
**On ..... Floor residential flat measuring be the same a little more or less on the ..... Floor, of premises no.97A/1, Muktaram Babu Street, P.O. Burrabazar, P.S. Girish Park, Kolkata-700007 together with** the undivided proportionate imitable share and/or interest in the land comprised in the Said Premises and right over the common areas, portions,

facilities, amenities and installations in the Said Building situated at premises **No. 97A/1, Muktaram Babu Street, P.O. Burrabazar, P.S. Girish Park, Kolkata-700007.**

**THE THIRD SCHEDULE ABOVE REFERRED TO:**  
**(COMMON PARTS, AREAS AND FACILITIES)**

- a) Drains and Sewers to the Municipal ducts.
- b) Common water and Sewer Evacuation Pipes to Drains and Sewer Common.
- c) Common Boundary Walls, if any, the Main Gates, the Main Doors of the Project.
- d) Space for Generator, if any, installed for the lighting of the Common Areas, Common way/s, Passage/s, Path/s, Common Areas and Water Pump/s.
- e) Water Pump, under Water Reservoir with Pipes leading to overhead water Tank, Overhead Water Tank and all its distribution pipes to different Unit/s and Space/s, main Pipe from the Municipality connection to the underground Water Reservoir, Main Water Pipes from the different Unit/s and Space/s to the underground Drains.
- f) Electrical Wiring and other fittings and fixtures for lighting the Common Areas, Common way/s, Passage/s, Path/s, Common Areas and Water Pump/s.
- g) Electrical Meters Switches, distribution Cables to different Unit/s and Space/s and their other accessories together with space for their installation.
- h) Security and Security Rooms with Toilets, Kitchen etc., if any provided.
- i) Administrative Office, if any provided.
- j) Transformer and Generator Space/s, if any provided.
- k) The foundation, columns beams and support,
- l) Corridors, lobbies stairs, stairways and landing,
- m) Entrance lobby,
- n) Lift

**THE FOURTH SCHEDULE ABOVE REFERRED TO**  
**(Common expenses)**

1. The proportionate expenses of maintaining, redecorating, cleaning, operating, repairing, white washing, paintings, reconstruction, rebuilding,

lighting etc. of the main structures and in particular the fresh and rain water pipes, drains and sewerages, underground and underground tank and reservoir electric wires its fittings and fixtures, electrical bulbs, lights and its switch boards as a whole, water pumps meter and other appliances, ducts and vents and passages in or under or upon the Project and its land and as enjoyed and used by the Purchaser/s in common with other occupier/s of the Unit/s and Space/s and all its exterior walls, doors windows, grills and glasses and the boundary walls of the building compounds and all its land and the terrace.

2. The proportionate costs of cleaning and lighting the Common Areas, Common way/s, Passage/s, Path/s, Common Areas and Water Pump/s as enjoyed and used by the Purchaser/s, in common as aforesaid and keeping the same in good and habitable conditions.

3. The proportionate costs of the payments made to the clerks, durwans, sweepers, mistries, caretakers, watchman, wards, electricians and other contractors, if any, appointed by the **REGAL REALTY PRIVATE LIMITED** and/or the Maintenance Company and Association when formed thereof by the **REGAL REALTY PRIVATE LIMITED**.

4. The proportionate costs of works and maintenance, replacement and/or repair of the common lightings, fittings and fixtures etc., and all other service charges of the services rendered and of the other equipment and amenities used in common and for the common purpose.

5. The proportionate costs of the Municipal Taxes and all other taxes and other outgoing levied on the said Unit or on the whole land of the said premises.

6. The proportionate costs/charges of and expenses for maintaining and operating the Generator and any other such machineries, all supplementary equipment and any other amenities, if and when installed.

8. Maintenance charges and operating charges for lift.

9. Salary etc. of staff of Association.

10. Such other expenses as are deemed by the Owner and/or Maintenance Company or Association whichever the case may be necessary or incidental for the maintenance, managements, supervision and upkeep of the said building and the said premises.

**THE FIFTH SCHEDULE ABOVE REFERRED TO**  
**(Common restrictions for occupiers)**

- a) Not to make any such type of construction inside the said unit causing damage of the construction foundation of the building or causing the interference in possession of the other occupiers.
- b) Not to sub divide the said unit and any portion thereof. Not to make any construction inside the said unit causing the damage of the construction foundation of the building or causing the interference of other occupiers.
- c) Not to throw dirt rubbish or other refuse or permit the same to be thrown or accumulated in the said building and/or compound or any portion of the building except in the space for garbage to be provided in the ground floor of the said building.
- d) Not to store or bring and allow to be stored and brought in the said office any goods of hazardous or combustible nature or which are so heavy as to effect or endanger the structures of the building or any portion of any fittings or fixtures thereof including windows, doors , floors etc. in any manner.
- e) Not to hang from and attach to the beams or rafters any articles or machinery which are heavy or likely to affect or damage the structure and style of the building or any part thereof.
- f) Not to do or cause anything to be done in or around the said unit which may cause or tend to cause or that amount to cause or effect any damage to any flooring or ceiling of the said unit or adjacent to the said unit or in any manner interface with the use and rights enjoyment thereof or any open passages or amenities available for common use.
- g) Not to damage or demolish or cause to be damaged or demolished the said unit or any part thereof or the fittings fixtures affixed thereto.
- h) Not to close or permit the closing of verandahs or lounges or lobbies and common parts and also not to alter or permit any alteration in the elevation and outside colour scheme of the exposed walls of the verandahs, lounges and any external walls or the fences of external doors of the said unit which in the opinion of the seller/ differs from the colour scheme of the building or deviation of which in the opinion of the seller / may affect elevation in respect of the exterior walls of the said building but the Purchaser can grill the window for the purpose of his safety of his business and trade.

- i) Not to install the designs of which have not been suggested or approved by the Architect.
- j) Not to do or permits to be done any act or thing which may render void or make voidable any insurance in respect of the said unit or any part of the said building or cause increased premium to be payable in respect thereof if the building is insured.
- k) Not to make in the said unit any structural addition and/or alteration such as beams, columns, partition wall. Etc. or improvement of a permanent nature expect with the prior approval in writing of the seller/ and/or any concerned authority.
- l) The Purchaser shall not be entitled to fix or install any antenna on the roof or terrace of the said building excepting that the purchaser shall be entitled to avail of the cable / tata sky antenna / telephone / fiber fixed against his unit at his outside wall facilities to be provided by the purchaser and also the other owners of the units at his cost.
- m) Not to park car on the pathway or open spaces of the building or at any other place except the space allotted to it and shall use the pathways as shall be decided by the vendor.
- n) Not to object/obstruct/prevent in any manner whatsoever for further construction of additional floor in the said building in accordance with law by the vendor and on the execution of this agreement the purchaser shall hereby give/accord consent/permit for construction of additional floor in the said building by the vendor, if any.

**IN WITNESS WHEREOF** the parties have hereto set and subscribed their respective hands and seal on the day month and year first above written in the presence of witnesses at Kolkata.

**SIGNED AND DELIVERED**

by the **OWNER/VENDOR** herein  
at Kolkata in the presence of:

**WITNESSES:**

1.

2.

**SIGNED AND DELIVERED** by the  
**PURCHASERS** herein at Kolkata in  
 the presence of:

**WITNESSES:**

1.

2.

Prepared at my office:

K.N. JANA, Advocate  
 7, Old Post Office Street  
 2<sup>nd</sup> Floor, Kolkata-700001.  
 Enrolment No. WB/934/1999

**RECEIPT**

The Owner/Vendor herein has received a sum of **Rs. ...../- (Rupees .....)** **only** from the Purchaser herein as and by way of total consideration money for the sale, alienation, transfer, grant and conveyance of the **SECOND SCHEDULE** property absolutely and forever and the said amount is provided by the Purchaser/s herein to the Owner/Vendor herein in the manner as under.

MEMORANDUM OF CONSIDERATION

|  | Date | RTGS/Cheque no. | Name | Bank | Amount |
|--|------|-----------------|------|------|--------|
|  |      |                 |      |      |        |
|  |      |                 |      |      |        |

|  |  |  |  |        |    |
|--|--|--|--|--------|----|
|  |  |  |  |        |    |
|  |  |  |  |        |    |
|  |  |  |  |        |    |
|  |  |  |  |        |    |
|  |  |  |  |        |    |
|  |  |  |  |        |    |
|  |  |  |  | Total: | /- |

**(Rupees - . )**

WITNESSES:

-----  
**OWNER/VENDOR**