

**DEED OF CONVEYANCE**

**THIS DEED OF CONVEYANCE** is made on the            day of            , 20\_\_

(Two Thousand twenty five)

**BETWEEN**

**(1) SRI TARIT KUMAR RAY (PAN: ADOPR3191A)**, son of Late Sushil Kumar Roy, grandson of Late Raj Mohan Roy, by nationality- Indian, by Religion- Hindu, by occupation- Retired, residing at: Ananya Apartment, Flat No. 203, Block 'A', First Floor, 207/1, K.N.I. Sarani, Birati, P.O. & P.S. Nimta, Dist. North 24 Parganas, Kolkata 700049, **(2) SRI ASIT KUMAR ROY (PAN: ACRPR7165C)**, son of Late Sushil Kumar Roy, grandson of Late Raj Mohan Roy, by nationality- Indian, by Religion- Hindu, by occupation- Retired, residing at: 12, Kabiguru Sarani, P.O. & P S. Durgapur, District- Burdwan, PIN- 713216, **(3) SMT. RITA DAM (PAN: CBFPD2909B)**, wife of Sri Prabir Dam, married daughter of Late Sushil Kumar Roy, grand daughter of Late Raj Mohan Roy, by nationality- Indian, by Religion- Hindu, by occupation- Housewife, residing at: A/18 H.B. Town, Road No. 3, P.O. Sodepur, P.S. Khardah, Dist. North 24 Parganas, Kolkata-700110, **(4) SMT. BHULU ROY (PAN: AVFPR2989F)**, wife of Late Ajit Kumar Roy, daughter in law of Late Raj Mohan Roy, by nationality- Indian, by Religion- Hindu, by occupation- Housewife, residing at: D-1, Vivekananda Park, P.O. Sodepur, P.S. Ghola, Dist. North 24 Parganas, Kolkata-700110, **(5) SRI PARTHA PRATIM ROY (PAN: ACUPR6532J)**, son of Late Ajit Kumar Roy, grandson of Late Raj Mohan Roy, by nationality- Indian, by Religion- Hindu, by occupation- Retired, Residing at: D-1, Vivekananda Park, P.O. Sodepur, P.S. Ghola, District- North 24 Parganas, Kolkata-700110, **(6) SMT. SARBANI**

**CHAKRABORTY (PAN: AAPPC8140G)**, wife of Sri Biswajit Chakraborty, married daughter of Late Ajit Kumar Roy, grand daughter of Late Raj Mohan Roy, by nationality- Indian, by Religion- Hindu, by occupation- Service, Residing at: Anjali Co-operative, Flat No. 2W, Plot No. AB-150, Street No. 85, VTC: New Town, Action Area-I, P.O. New Town, P.S. New Town, District North 24-Parganas, Kolkata-700156, **(7) SRI SAIBAL ROY (PAN: ADPPR3041N)**, son of Late Utpal Kumar Roy, grandson of Late Raj Mohan Roy, by nationality- Indian, by Religion- Hindu, by occupation- Business, Residing at: 31B, Block-CA, Shalimar Bagh, P.O & P.S. Shalimar Bagh, Delhi, Pin-110088, **(8) SMT. MITRA SOM (PAN: BNXPS2703P)**, wife of Sri Ambar Som, married daughter of Late Utpal Kumar Roy, grand daughter of Late Raj Mohan Roy, by nationality- Indian, by Religion- Hindu, by occupation- Homemaker, residing at: 2C, Block-V, Sparklin Housing, P.O. and P.S. Durgapur, District- West Burdwan, PIN- 713203, **(9) SMT. SUHASINI ROY (PAN: AVYPR2015D)**, wife of Late Benimadhab Roy, daughter in law of Late Raj Mohan Roy, by nationality- Indian, by Religion- Hindu, by occupation- Housewife, residing at: D-1, Vivekananda Park, P.O. Sodepur, P.S. Ghola, District North 24-Parganas, Kolkata-700110, **(10) SRI SUDIPTA RAY (PAN: ADBPR2089N)**, son of Late Benimadhab Roy, grandson of Late Raj Mohan Roy, by nationality- Indian, by Religion- Hindu, by occupation- Service, Residing at: South City Garden, BI T3/Flat 12H, 61, B. L. Saha Road, P.O. New Alipore, P.S. Behala, Kolkata-700053, **(11) SMT.**

**SANGITA ROY (PAN: AVYPR2078J)**, wife of Sri Goutam Roy, married daughter of Late Benimadhab Roy, grand daughter of Late Raj Mohan Roy, by nationality- Indian, by Religion- Hindu, by occupation- Housewife, Residing at : 32, Indralok, Road No. 7, P.O. Sodepur, P.S. Ghola, Dist. North 24 Parganas, Kolkata-700110, **(12) SRI AJOY KUMAR BHATTACHARJEE (PAN: AFMPB4081R)**, son of Late Hiran Kumar Bhattacharjee, by nationality- Indian, by Religion- Hindu, by occupation- Retired, residing at: D-1, Vivekananda Park, Barasat Road, P.O. Sodepur, P.S. Ghola, Dist. North 24 Parganas, Kolkata 700110, **(13) .SRI HARADHAN DUTTA (PAN: BDIPD2654K)**, son of Late Manamohan Dutta, by nationality- Indian, by Religion- Hindu, by occupation- Business, residing at: 2No. Ashok Sen Nagar, 'C' Block, P.O. Sodepur, P.S. Ghola, Dist. North 24 Parganas, Kolkata 700110, collectively referred to as the **LANDOWNERS/VENDORS** represented by its Constituted attorney represented by their constituted and lawful Attorney: **"M/S. DATTA CONSTRUCTION"** a Partnership Firm having it's Office at : Indraloke, Road No. 2, P.O. Sodepur, P.s. Ghola, Dist. North 24 Parganas, Kolkata-700110. PAN NO. aasfd9931h, hereby represented by its Partners: (1) SRI PRASENJIT DATTA (PAN: AHPPD9401J), Son of Late Chittaranjan Dutta, by Nationality-Indian, by Religion-Hindu, by Occupation-Business, residing at: Sodepur Kalitala, P.O. Panshila, P.S. Ghola, Dist: North 24 parganas, Kolkata-700112, (2) SRI BIKAS DATTA (PAN: AGSPD7932Q), Son of Sri Benimadhab Dutta, by Nationality-Indian,

by Religion-Hindu, by occupation - Business, residing at: 81, Uttarayan, P.O. Sodepur, P.S Khardah, Dist. North 24 Parganas, Kolkata-700110, by virtue of Three Nos. of Registered Power of Attorney for Development out of which the First One was executed and registered by the Vendor No. 1 to 11 hereof on 08.12.2022 at the office of A.D.S.R.O. Sodepur, Dist. North 24 parganas and the same was recorded in Book No. I, Volume No. 1524-2022, Pages from 361923 to 361972 bearing Power of Attorney No. 152411132 for the year 2022 and the Second One was executed and registered by the Vendor No. 12 hereof on 08.12.2022 at the office of A.D.S.R.O. Sodepur, Dist. North 24 parganas and the same was recorded in Book No. I, Volume No. 1524-2022, Pages from 361124 to 361149 bearing Power of Attorney No. 152411133 for the year 2022 and the Third One was executed and registered by the Vendor No. 13 hereof on 30.03.2023 at the office of A.D.S.R.O. Sodepur, Dist. North 24 parganas and the same was recorded in Book No. I, Volume No. 1524-2023, Pages from 91689 to 91714 bearing Power of Attorney No. 152402302 for the year 2023 (which expression shall unless excluded by or repugnant to the subject or context be deemed to include their heirs, executors, successors, legal representatives and assigns) of the **FIRST PART**

**A N D**

**“M/S. DATTA CONSTRUCTION”** a Partnership Firm having it’s Office at: Indraloke, Road No. 2, P.O. Sodepur, P.s. Gholia, Dist. North 24 Parganas,

Kolkata-700110. PAN NO. aasfd9931h, hereby represented by its Partners:  
**(1) SRI PRASENJIT DATTA (PAN: AHPPD9401J)**, Son of Late Chittaranjan Dutta, by Nationality-Indian, by Religion-Hindu, by Occupation-Business, residing at: Sodepur Kalitala, P.O. Panshila, P.S. Ghola, Dist: North 24 parganas, Kolkata-700112, **(2) SRI BIKAS DATTA (PAN: AGSPD7932Q)**, Son of Sri Benimadhab Dutta, by Nationality-Indian, by Religion-Hindu, by occupation - Business, residing at: 81, Uttarayan, P.O. Sodepur, P.S Khardah, Dist. North 24 Parganas, Kolkata-700110, hereinafter called and referred to as the **“DEVELOPER”** hereinafter referred to as **“the DEVELOPERS”** (which term or expression shall unless excluded by or there be something repugnant to the subject or context be deemed to mean and include its successor and/or successors- in-interest and assigns) of the **SECOND PART;**

**AND**

1. \_\_\_\_\_, (having PAN NO \_\_\_\_\_) (AADHAR \_\_\_\_\_) son of \_\_\_\_\_, by age \_\_\_\_\_ years, by faith Hindu, by occupation Service, residing at \_\_\_\_\_ hereinafter called and referred to as the **“THE PURCHASER/S”** (which terms and expression shall unless be excluded by or repugnant to the context be deemed to mean and include her legal heirs, successors, nominees, attorneys, administrators, executors or assigns) of the **THIRD PART;**

## **BACKGROUND**

WHEREAS originally one Nakuleswar Chattopadhyay son of Late Makhan Lal Chattopadhyay was the absolute Owner of all that the properties containing an area of more or less 56 Decimals, within Mouza-Ghola, J.L.No. 14, Re.Su. no. 103, Touzi No. 3, 63, 163, 1217, 1652, Comprised and Contained in R.S. Dag Nos. 80, R.S. Dag No. 80/699, R.S. Dag No. 80/698, under R.S. Khatian Nos. 1015, 909, 565, situated at Ghola, North 24-Parganas.

AND WHEREAS said Nakuleswar Chattopadhyay while had been enjoying the actual physical possession of the aforesaid landed property he sold and transferred his property to the Predecessor in title of the present Vendors namely Sri Raj Mohan Roy and Sri Surendra Kumar Roy, both sons of Late Radha Mohan Roy, by executing a Registered Bengali Deed of Sale which was executed & Registered on 03.06.1947 at the office of Sub Registrar at Barrackpore and the same was recorded in Book No. I, Volume No. 15, Pages from 62 to 64, being No. 843 for the year 1947.

AND WHEREAS while have been seized and possessed of the aforesaid landed property the said Raj Mohan Roy and Surendra Kumar Roy for the better use and enjoyment of the landed property they amicably partitioned the aforesaid property by dint of a Registered Deed of Partition dated 22.02.1949 which was executed & registered in the office of the Sub

Registrar, Barrackpore and the same was recorded in Book No. I, Volume No. 10, Being No. 342 for the year 1949.

AND WHEREAS as per the allotment of aforesaid Deed of Partition dated 22.02.1949, the said Raj Mohan Roy was allotted the Lot No. 'A' i.e. ALL THAT the piece and parcel of land 13 Cottahs 5 Chittaks in Dag No. 80 + 9 Cottahs 11 Chittaks in Dag No. 80/699 = totalling 1 Bigha 3 Cottahs of land and accordingly the said Raj Mohan Roy got the aforesaid property duly mutated his name as its absolute owner in the records all the statutory authorities having jurisdiction over the aforesaid property including in the record of Panihati Municipality.

AND WHEREAS the said Raj Mohan Roy while had been enjoying as well as possessing his landed property he died intestate on 04.08.1976 leaving behind him his wife Chapala Sundari Roy, five sons namely Sukumar Roy, Sushil Kumar Roy, Ajit Kumar Roy, Utpal Kumar Roy, Benimadhab Roy and two daughters namely Putul Rani Roy (Wife of Sri Yogendra Kumar Roy) and Chabi Das (Wife of Sri Anil Kumar Das) as his surviving legal heirs and successors within the meaning and scope of Section 8 of the Hindu Succession Act, 1956 and they inherited the said property as left by Late Raj Mohan Roy as undivided 1/8th share in each part.

AND WHEREAS the said Chapala Sundari Roy (wife of Late Raj Mohan Roy) died intestate on 24.07.1983 leaving behind her five sons namely Sukumar Roy, Sushil Kumar Roy, Ajit Kumar Roy, Utpal Kumar Roy, Benimadhab Roy and two daughters namely Putul Rani Roy and Chabi Das as her Legal heirs and successors and the undivided 1/8th share as left by Chapala Sundari Roy devolved upon them within the meaning and scope of Section 15 of the Hindu Succession Act, 1956.

AND WHEREAS after the demise of Raj Mohan Roy and Chapala Sundari Roy their Five Sons namely Sukumar Roy, Sushil Kumar Roy, Ajit Kumar Roy, Utpal Kumar Roy, Benimadhab Roy and two daughters namely Putul Rani Roy and Chabi Das became the lawful joint Owners of the said landed property as undivided 1/7th share in each part subsequently the said Sukumar Roy died intestate on 24.12.1990 as unmarried leaving behind his above named four brothers & two sisters as his Legal heirs and successors as per the provision of Section 8 of the Hindu Succession Act, 1956, thus the said Sushil Kumar Roy, Ajit Kumar Roy, Utpal Kumar Roy, Benimadhab Roy, Putul Rani Roy and Chabi Das jointly have become the lawful owner of 1 Bigha 3 Cottahs of landed property in R.S. Dag Nos. 80 & 80/699 and they jointly possessing the same without interruption of others.

AND WHEREAS in the manner aforesaid the said Putul Rani Roy (wife of Late Yogendra Kumar Roy) and Chabi Das (wife of Late Anil Das) both married daughters of Late Raj Mohan Roy became the lawful Owners of undivided 2/6th share of the said landed property lying and situated at Mouza- Ghola, Dist. North 24 Parganas and they jointly transferred their undivided 1/3rd share of the said landed property i.e. undivided 7 Cottahs 12 Chittaks of landed property in favour of their 4 (Four) brothers namely Sushil Kumar Roy, Ajit Kumar Roy, Utpal Kumar Roy and Benimadhab Roy by virtue of a Deed of Gift, which was executed & registered on 30.01.1991 at the office of Sub Registrar at Barrackpore and the same recorded in Book No. I, Volume No. 10, Pages from 201 to 206, Being No. 427 for the year 1991.

AND WHEREAS in the foregoing events the said Sushil Kumar Roy, Ajit Kumar Roy, Utpal Kumar Roy and Benimadhab Roy have become the lawful joint Owners of 1 Bigha 3 Cottahs i.e. (13 Cottahs 5 Chittaks 5 sq.ft. in R.S. Dag No. 80 and 9 Cottahs 10 Chittaks 40 sq.ft. in R.S. Dag No. 80/699) landed property as undivided 1/4th share in each part and thereafter the said Sushil Kumar Roy died intestate on 24.04.1995 leaving behind him his wife namely Nibha Ray, two sons namely Tarit Kumar Roy, Asit Kumar Roy and one married daughter Rita Dam (wife of Sri Prabir Kumar Dam) as his legal heirs and successors within the meaning and scope of Section 8 of the

Hindu Succession Act, 1956 and the undivided 1/4th share of the said landed property as left by Sushil Kumar Roy was devolved upon them.

AND WHEREAS the said Ajit Kumar Roy died intestate on 24.05.2005 leaving behind him his wife namely Smt. Bhulu Roy, one son Partha Pratim Roy and one married daughter Sarbani Chakraborty (wife of Sri Biswajit Chakraborty) as his legal heirs and successors within the meaning and scope of Section 8 of the Hindu Succession Act, 1956 and the undivided 1/4th share of the said landed property as left by Ajit Kumar Roy was devolved upon them.

AND WHEREAS thus the said Sri Utpal Kumar Roy, Sri Benimadhab Roy, Smt. Nibha Ray, Sri Tarit Kumar Roy, Sri Asit Kumar Roy, Smt. Rita Dam, Smt. Bhulu Roy, Sri Partha Pratim Roy and Smt. Sarbani Chakraborty have jointly become the lawful joint Owners of 1 Bigha 3 Cottahs i.e. (13 Cottahs 5 Chittaks 5 sq.ft. in R.S. Dag No. 80 and 9 Cottahs 10 Chittaks 40 sq.ft. in R.S. Dag No. 80/699) within Mouza-Ghola and for the better use and enjoyment of the property amicably partitioned the aforesaid property by executing a Registered Deed of Partition dated 10.07.2005 in the office of the District Sub Registrar- I, Barasat, District North 24 Parganas and the same was recorded in Book No. I, Volume No. 107, Pages from 334 to 386, Being No. 02764 for the year 2005 and the details of such exclusive allotments were categorically and more specifically stated in the said Deed of Partition dated 10.07.2005.

AND WHEREAS after partition the said Benimadhab Roy in his lifetime sold out an area of more or less 1 Cottahs 3 Chittacks 41 Square Feet of Land together with the asbestos shed constructed area of more or less 524 Square Feet from his allotted area to one Sri Ajoy Kumar Bhattacharjee (Son of Late Hiran Kumar Bhattacharjee) by virtue of a Deed of Sale dated 02.05.2007 which was registered on 03.05.2007 in the office of the Additional District Sub Registrar at Barrackpore, District- North 24 Parganas and the same was recorded in Book No. I, Volume No. 20, pages from 125 to 132, Being No. 02186 for the year 2007 and he also sold out a strip of land (a shop room thereon) measuring about 173 sq.ft. from his allotted area to Sri Haradhan Dutta and retained the rest area for his use & occupation and thereafter the said Benimadhab Roy died intestate on 13.07.2012 leaving behind him his wife namely Smt. Suhasini Roy, one son Sri Sudipta Ray and one married daughter Smt. Sangita Roy (wife of Sri Goutam Roy) as his legal heirs and successors within the meaning and scope of Section 8 of the Hindu Succession Act, 1956 and after the demise of Benimadhab Roy the said Smt. Sushashini Roy, Sri Sudipta Ray & Smt. Sangita Roy jointly have become the lawful owner of the landed property as left by Benimadhab Roy.

AND WHEREAS the said Utpal Kumar Roy while enjoying his allotted area as per the terms of the aforesaid partition Deed he died intestate on 17.02.2013 leaving behind him his wife namely Smt. Hashi Roy, one son Sri Saibal Roy and one married daughter Smt. Mitra Som (wife of Sri Ambar

Som) as his legal heirs and successors within the meaning and scope of Section 8 of the Hindu Succession Act, 1956 and subsequently the said Hashi Roy also died on 18.07.2014 leaving behind her one son & one daughter as above named as her legal heirs and after the demise of Utpal Kumar Roy & Hashi Roy the said Sri Saibal Roy & Smt. Mitra Som jointly have become the lawful owner of the landed property as left by Utpal Kumar Roy & Hashi Roy.

AND WHEREAS one of the party of the First Part of the aforesaid Partition Deed dated 10.07.2005 namely Smt. Nibha Ray (wife of Late Sushil Kumar Roy) died intestate on 15.11.2020 leaving behind her two sons namely Sri Tarit Kumar Roy, Sri Asit Kumar Roy & one daughter namely Smt. Rita Dam as her legal heirs and successors within the meaning & scope of Section 15 of the Hindu Succession Act, 1956 and after the demise of said Nibha Ray her share devolved upon her two sons and one daughter as above named.

AND WHEREAS in the foregoing events & description of title the land Owners No. 1 to 11 hereof namely SRI TARIT KUMAR RAY, SRI ASIT KUMAR ROY, SMT. RITA DAM, SMT. BHULU ROY, SRI PARTHA PRATIM ROY, SMT. SARBANI CHAKRABORTY, SRI SAIBAL ROY, SMT. MITRA SOM, SMT. SUHASINI ROY, SRI SUDIPTA RAY, SMT. SANGITA ROY, have become the absolute & lawful Owners of their respective landed property and they recorded their names in the L.R. Record of Right in respect of their share of

landed property vide L.R. Khatian No. 2420 (in the name of Sri Tarit Kumar Ray), 359 (in the name of Sri Asit Kumar Roy), 4923 (in the name of Smt. Rita Dam), 10850 (in the name of Smt. Bhulu Roy), 10851 (in the name of Sri Partha Pratim Roy), 10852 (in the name of Smt. Sarbani Chakraborty), 10937 (in the name of Sri Saibal Roy), 10938 (in the name of Smt. Mitra Som), 10847 (in the name of Smt. Suhasini Roy), 10848 (in the name of Sri Sudipta Ray), 10849 (in the name of Smt. Sangita Roy) and they also mutated their names in the assessment registrar of Panihati Municipality in respect of their allotted area vide holding no. 64, 65, 66, 67 & 68, Barasat Road, under Ward No. 31 and has been possessing the same peacefully, quietly and without any interruption of others by paying the relevant rents and taxes regularly.

AND WHEREAS on the other hand the Vendor No. 12 hereof namely Sri Ajoy Kumar Bhattacharjee has purchased a plot of land measuring more or less 1Cottahs 3Chittaks 41sq.ft., along with a 524 sq.ft. asbestos shed residential house standing thereon, within Mouza-Ghola, J.L.No. 14, Re.Su. no. 103, Touzi No. 3, 63, 163, 1217, 1652, Comprised and Contained in R.S. Dag No. 80, corresponding to L.R. Dag No. 145, under R.S. Khatian No. 1015, corresponding to L.R. Khatian No. 5858, P.S. Ghola (Formally Khardaha), A.D.S.R.O. Sodepur, Dist : North 24 Parganas by virtue of a Bengali Registered Deed of Sale being no. 2186 which was executed and registered by the predecessor-in-title of the present owner namely Sri Beni

Madhab Roy (Son of Late Raj Mohan Roy), on 03.05.2007 at the office of A.D.S.R.O. Barrackpore and the same was recorded in Book no. I. Vol. No. 20, Pages from 125 to 132, being no. 2186, for the year 2007.

AND WHEREAS after purchasing aforesaid landed property the Vendor No. 12 hereof recorded his name in the L.R. Record of Right vide L.R. Khatian No. 10879 (in the name of Sri Ajoy Kumar Bhattacharjee) and he also mutated his name in the Assessment Registrar of Panihati Municipality bearing Holding No. 69, Barasat Road under Ward No. 31 and enjoying as well as possessing the same by paying relevant rent & taxes to the authority concern.

AND WHEREAS one Sri Haradhan Dutta i.e. the Vendor No. 13 hereof has purchase 03 Chittak 38 sq.ft. of land togetherwith 173 sq.ft. Tin Shaded Shop Room standing thereon within Mouza-Ghola, J.L.No. 14, Re.Su. no. 103, Touzi No. 3, 63, 163, 1217, 1652, Comprised and Contained in R.S. Dag No. 80, corresponding to L.R. Dag No. 145, under R.S. Khatian No. 1015, corresponding to L.R. Khatian No. 5858, P.S. Ghola (Formally Khardaha), A.D.S.R.O. Sodepur, Dist : North 24 Parganas by virtue of a Bengali Registered Deed of Sale being no. 06566 which was executed and registered by the predecessor-in-title of the present owner namely Sri Beni Madhab Roy (Son of Late Raj Mohan Roy), on 11.06.2010 at the office of A.D.S.R.O. Barrackpore and the same was recorded in Book no. I, CD Vol. No. 23, Pages from 3425 to 3437, being no. 06566, for the year 2010.

AND WHEREAS after purchasing aforesaid landed property the Vendor No. 13 hereof recorded his name in the L.R. Record of Right vide L.R. Khatian No. 10981 (in the name of Sri Haradhan Dutta) and he also mutated his name in the Assessment Registrar of Panihati Municipality bearing Holding No. 70, Barasat Road under Ward No. 31 and enjoying as well as possessing the same by paying relevant rent & taxes to the authority concern.

AND WHEREAS having acquired the aforesaid plots of land through the aforesaid representation of Title the Vendor No. 1 to 13 hereof for their better enjoyment as well as for the purpose of construction of Multi Storeyed building upon the said landed property they amalgamated their respective Municipal Holding Number into a Single Holding vide Holding No. 66, Barasat Road, under Ward No. 31 of Panihati Municipality and paid taxes to the authority concerned regularly.

AND WHEREAS in order to make proper use and commercial gain out of and from the said premises/property the Vendors no. 1 to 11 hereof decided to engage, appoint and entrust a capable and reputed Developer who could skillfully raise and complete the said proposed multistoreyed building at their costs and responsibility and having so decided, offered the developer namely "M/S. DATTA CONSTRUCTION" a Partnership Firm having it's Office at : Indraloke, Road No. 2, P.O. Sodepur, P.s. Ghola, Dist.

North 24 Parganas, Kolkata-700110, represented by its Partners namely : (1) SRI Prasenjit Datta, (Son of Late Chittaranjan Dutta, (2) SRI Bikas Datta (Son of Sri Benimadhab Dutta), to undertake the said project and entered into a Registered Development Agreement, being no. 152411113 and the said Development Agreement was executed and Registered on 08.12.2022 at the Office of A.D.S.R. Sodepur, Dist. North 24 Parganas and the same was recorded in Book no. I, Volume no. 1524-2022, noted within the pages from 361973 to 362043, being no. 152411113, For the Year 2022 and also executed a Power of Attorney for Development on 08.12.2022 bearing Power of Attorney No. 152411132 in Book No. I, Volume No. 1524-2022, Pages from 361923 to 361972, at A.D.S.R.O. Sodepur, Dist. North 24 Parganas under mutual terms and conditions as contained therein.

AND WHEREAS subsequently in order to make proper use and commercial gain out of and from the said premises/property the Vendor no. 12 hereof decided to engage, appoint and entrust a capable and reputed Developer who could skillfully raise and complete the said proposed multistoreyed building at their costs and responsibility and having so decided, offered the developer namely "M/S. Datta Construction" a Partnership Firm having its Office at : Indraloke, Road No. 2, P.O. Sodepur, P.s. Ghola, Dist. North 24 Parganas, Kolkata-700110, represented by its Partners namely : (1) SRI Prasenjit Datta, (Son of Late Chittaranjan Dutta, (2) SRI Bikas Datta (Son of Sri Benimadhab Dutta), to undertake the said project and entered into a

Registered Development Agreement, being no. 152411114 and the said Development Agreement was executed and Registered on 08.12.2022 at the Office of A.D.S.R. Sodepur, Dist. North 24 Parganas and the same was recorded in Book no. I, Volume no. 1524-2022, noted within the pages from 361098 to 361123, being no. 152411114, For the Year 2022 and also executed a Power of Attorney for Development on 08.12.2022 bearing Power of Attorney No. 152411133 in Book No. I, Volume No. 1524-2022, Pages from 361124 to 361149, at A.D.S.R.O. Sodepur, Dist. North 24 Parganas under mutual terms and conditions as contained therein.

AND WHEREAS further in order to make proper use and commercial gain out of and from the said premises/property the Vendor no. 13 hereof decided to engage, appoint and entrust a capable and reputed Developer who could skillfully raise and complete the said proposed multistoreyed building at their costs and responsibility and having so decided, offered the developer namely "M/S. DATTA CONSTRUCTION" a Partnership Firm having it's Office at : Indraloke, Road No. 2, P.O. Sodepur, P.s. Ghola, Dist. North 24 Parganas, Kolkata-700110, represented by its Partners namely : (1) SRI Prasenjit Datta, (Son of Late Chittaranjan Dutta, (2) SRI Bikas Datta (Son of Sri Benimadhab Dutta), to undertake the said project and entered into a Registered Development Agreement, being no. 152402271 and the said Development Agreement was executed and Registered on 30.03.2023 at the Office of A.D.S.R. Sodepur, Dist. North 24 Parganas and the same was

recorded in Book no. I, Volume no. 1524-2023, noted within the pages from 90391 to 90414, being no. 152402271, For the Year 2023 and also executed a Power of Attorney for Development on 30.03.2023 bearing Power of Attorney No. 152402302 in Book No. I, Volume No. 1524-2023, Pages from 91689 to 91714, at A.D.S.R.O. Sodepur, Dist. North 24 Parganas under mutual terms and conditions as contained therein.

AND WHEREAS in pursuance of the aforesaid Three Separate Development Agreement and Three Nos. of Power of Attorney for Development as mentioned here in above the developer has been constructing a multistoried building with Lift Facility consisting of several Flats, Office, Shops & Garages, in accordance with the building plan sanctioned by the Panihati Municipality, Vide Building Permit No. sws-obpas/2123/2024/0114 Dated 21.10.2024.

**AND WHEREAS** after getting the building plan sanctioned from the competent authority the Developer already started construction of multi storied building upon the said property consisting of several self-contained flats, office, morefully and particularly described in the First Schedule hereunder written according to the building plan.

**AND WHEREAS** now the Land Owners herein have declared that the said property is free from all encumbrances, charges, liens etc. and before execution of these presents, they have not entered into any Agreement/s for

Sale or any other Agreement/s with anybody in respect of the said property or any part thereto and relying upon the said declarations and statements made by the Owners herein is to be true and satisfactory, the Developer herein has agreed to take the job of developing the proposed building in terms of the development agreement mentioned hereinbefore .

**AND WHEREAS** The Developer herein declared their intention to sell and transfer unto the Purchaser herein ALL THAT the undivided proportionate share of interest in the land comprised in the said land TOGETHER WITH a self-contained flat on the \_\_\_\_ floor, identified by Flat No “\_\_\_\_” admeasuring Super Built up area \_\_\_\_ Sq ft more or less or Carpet area \_\_\_\_ sq ft more or less lying and situated at the building more fully and particularly mentioned in the First Schedule hereunder written out of the Developers allocation in terms of the said Development Agreements dated 08.12.2022 & 30.03.2023 for a total Consideration amount of **Rs.** \_\_\_\_\_/- (**Rupees** \_\_\_\_\_) and the Purchaser/s herein agreed to purchase the same on the said amount. The PARTIES herein for the sale of the said flat and enter into Agreement for Sale dated \_\_\_\_\_, 2024.

The Purchasers herein within this time has paid the total consideration amount of the said flat and the parties herein decided to execute and register this Deed of Conveyance for completing the sale

**NOW THIS INDENTURE WITNESSETH** as follows:-

In pursuance of the said agreement and in consideration of the sum of **Rs.** \_\_\_\_\_/- (**Rupees** \_\_\_\_\_ **only**) of the lawful money paid by the Purchaser/s to the Developer of which are shown hereunder written at or before the execution of these presents the receipt whereof the Developer hereby as also by the receipt hereunder written admit and acknowledge the payment of the same and any or every part thereof forever, acquits, release and discharge the Purchasers **ALL THAT** piece and parcel of one self-contained residential flat consisting of \_\_\_\_ bed rooms, one dinning cum drawing room, one kitchen, one toilet, one WC and one balcony admeasuring Super Built up area \_\_\_\_\_ Sq ft more or less or Carpet area \_\_\_\_ sq ft more or less on the \_\_\_\_ floor TOGETHER WITH the undivided proportionate share of land underneath along with common staircase, entrance, gate, tube well with pumps, and overhead tank, lying and situated at premises No Holding No. 66, Barasat Road under Ward No. 31, Dist. North 24 Parganas, P.O. Ghola Bazar, P.S. Ghola, Kolkata-700111 within the Panihati Municipal Corporation, Police Station Ghola, Additional District Sub-Registrar Office Sodepur, District North 24 Parganas together with undivided proportionate share of land of the said premises including the undivided right, title and interest in the common portion, parts and equipment's of the building.

**THE VENDORS DOTH HEREBY COVENANT WITH THE PURCHASERS AS FOLLOWS:**

a) The interest which the Vendor hereby profess to transfer, subsists and that they have good right, full and absolute authority to grant, convey, transfer, assign and assure their interest in the said unit and undivided proportionate share of the said land, common portions common parts and easements right, electrical installations, other parts, paths and passages and all other properties and rights in the said land and building hereunder granted, conveyed, transferred, assigned and assured unto the Purchasers, the manner aforesaid.

b) It shall be lawful for the Purchaser/s from time to time and at all times hereafter to enter into and upon the holding and enjoying the said flat and the undivided proportionate share in the said land including the common portions, common parts, easement right, electrical installations and other common parts, paths, passages, in the said building and every part thereof and to receipt, rents, issues and profits, thereof without any interruptions, disturbances, claim or demand whatsoever from or by the Developer or any of them or any person or persons claiming through under or in trust for them.

c) The Purchaser/s shall have absolute right to transfer the said flat to any person/persons by way of sale, assign, gift, mortgage, lease and alike without any objection from anyone including the Vendors herein.

d) The said flat and the undivided proportionate share of the said including the common portions and common parts, easement rights, electrical installations, and other common parts, paths, and passages and all other properties hereby conveyed in the said building and freed and discharged from and against all manner of encumbrances, trust, lien, lispendences, etc. whatsoever save those expressly mentioned herein.

e) The Vendor shall from time to time and at all times hereinafter upon every reasonable request and at the costs of the Purchaser/s make do acknowledge execute and perfect all such further and other all lawful and reasonable acts deeds or more perfectly the said unit and the undivided proportionate share of the said land including the common portions and the common parts and the easement rights electrical installations and other common parts, thereof unto the Purchaser/s in the manner aforesaid and as shall or may be reasonably required.

**THE PURCHASER/s DO HEREBY COVENANT WITH THE VENDOR AS FOLLOWS :**

a) The Purchaser/s shall also like wise pay from the date of the possession of the said unit the proportionate share of the consolidated

Municipal Taxes which shall be payable time to time and all other impositions including the betterment fee, if any in that behalf which shall be decided between the Purchaser/s and all other Purchaser/owner and/or occupiers of the said building and no abatement shall be allowed in respect of the said undivided share in the said land and the said unit, in common use and enjoyment of the said taxes and impositions leviable in respect of both the said land and the building at the comprised premises.

b) The Purchaser/s shall be a member of Apartments Association, if any formed consisting of all the Purchasers/owners of the flats for the purpose of their management administrations, maintenance and up-keep on the said premises and in particular the common parts of the building and the common portions of the premises. The costs and expenses for the purpose of the function of the said association shall be borne by the Purchasers and other Purchasers/owners or occupiers of other flats of the said premises on proportionate basis.

c) The Purchasers shall duly observe and perform all the rules, articles and regulation of Apartment's Association, if any as may be from time to time make and/or adopt and the Purchaser/s, owners, occupiers of other flats shall effectually vesting management and control of the said premises, common portions and the common parts by such association and all such persons including the Purchaser/s shall observe and perform all other

stipulations and conditions to relations to the use and enjoyment of the said building as aforesaid.

d) As and when the said association shall be formed as aforesaid the Purchaser/s shall sign and execute from time to time and at all times and when required necessary application for membership of the said association and all other papers and documents required from time to time in connection with the use of the same in accordance with the relative provisions of law and/or directions that shall be given by the authorities connecting such association.

**IT IS AGREED BETWEEN THE VENDORS AND THE PURCHASERS**

a. The Purchaser/s shall keep at his costs and expenses the said flat and every parts thereof and all fixtures and fittings therein or exclusively the flats comprised therein property painted and in good repairs and in best and clean condition and as a decent and respectable place for residential purpose.

b. The Purchaser/s shall use the said unit and all common parts and common portions carefully peaceably and quietly and in the manner reasonably indicated herein or in the rules frames for the user thereof.

2. While using the said unit or any parts or the common portions the Purchaser/s shall not do any of the following acts, deeds and things -

- i) obstruct the association in its acts relating to the common purposes;
- iii) Injure, harm or damage the common parts or the common portions or any other units in the said building any alterations or withdrawing or any support or otherwise.

3. The Purchaser/s shall not do the following:-

- i) alter any outer portion elevation or colour scheme or the said unit of the said building;;
- ii) throw or accumulate or cause to be thrown or accumulated by any dirt, rubbish or other refuse within the said unit or in the places indicated thereof.
- iii) place or cause to be placed any article or object in the common parts or the common portions save as be permitted by the association.
- iv) carry on out cause to be carried on by obnoxious, injurious, noisy, dangerous, hazardous, illegal or immoral activity in the said unit or anywhere also in the housing complex.
- v) do or permit to be done which is likely to cause nuisance or annoyance to the occupiers of the other units in the said building.

- vi) put to affix any sign board, nameplate or other things other similar articles in any or common parts or the common portions or outside walls of the building save at the place as expressly be permitted by the association;
- vii) Keep or store any offensive combustible, obnoxious hazardous or dangerous articles in the said unit or the common parts or the common portions;
- viii) Affix or draw any wires, cables, pipes etc. from and to or through any common parts or common portions or other units save in the manner as mentioned herein or be permitted by the Association.
- ix) Keep any heavy articles or things as are likely to damage the floor or operate any machine save that then for the usual quite domestic purpose.
- x) The Association upon its formation shall manage maintain control the said multi storied building common parts, common portions and common purposes properly, fairly and reasonably and in accordance with the provisions contained in the rules and regulations or bye laws and shall deal with the owners or occupiers of the flat in the said building and reasonably and shall in particular look after common interest quickly and interest causing annoyance and disturbances.
- xi) The Purchaser/s shall have common right of user and enjoyment of the roof on the top floor with right to raise temporary structure namely

pandal etc. and to use the same partly on temporary for holding an social and marriage function but shall not have any right title or interest to occupy thereof or any portion thereof permanently or to retain the pandal or structures on the said roof after the function is over or to make any permanent structure or construction thereon and the Purchaser, his executors, administrators, representatives and assigns shall not claim any right for further construction on the roof for any purpose which such right shall be with the association duly.

**THE FIRST SCHEDULE ABOVE REFERRED TO**

**(Description of the Said Property)**

ALL THAT the piece or parcel of land classified as “BASTU” having rayat possessory right admeasuring more or less

{11 (Eleven) Cottahs 13 (Thirteen) Chittaks 16 (Sixteen) Square Feet + 01 (One) Cottahs 03 (Three) Chittaks 41 (Forty One) sq.ft. + 03 (Three) Chittaks 38 (Thirty Eight) sq.ft.} in total 13 (Thirteen) Cottahs 05 (Five) Chittaks 05 (Five) sq.ft. of land togetherwith all easements rights appertaining thereto, lying and situated at Mouza-Ghola, J.L.No. 14, Re.Su. no. 103, Touzi No. 3, 63, 163, 1217, 1652, Comprised and Contained in R.S. Dag No. 80, corresponding to L.R. Dag No. 145, under R.S. Khatian No. 1015, corresponding to L.R. Khatian Nos. 2420, 359, 4923, 10850, 10851, 10852, 10937, 10938, 10847, 10848, 10849, 10879 & 10981, P.S. Ghola,

A.D.S.R.O. Sodepur, Dist. North 24 Parganas within the local limits of Panihati Municipality being amalgamated Holding No. 66, Barasat Road, under Ward No. 31, Kolkata-700111 on which the Multistoried Building namely “aradhana” so to be constructed.

**BUTTED AND BOUNDED**

On the North : 80ft. wide Barasat Road.

On the South : Land of R.S. Dag No. 80/699.

On the East : House of Sukriti Bhushan Roy & Ors.

On the West : 12ft. wide Municipal Road.

**THE SECOND SCHEDULE ABOVE REFERRED TO**

ALL THAT the undivided impartible proportionate share of land represented by a self-contained residential flat, identified by Flat No. “.....”, having Carpet Area ..... sq.ft. corresponding to super built-up area ..... Sq.ft. a little more or less located at the ..... Floor, ..... Facing, consisting of ..... Bed Rooms, ..... Dining/Drawing Room, ..... Open Kitchen, ..... Common Toilet, ..... Room Attached Toilet & ..... Verandah/Balcony alongwith a Car Parking with Floor Marking No. ...., having Carpet Area ..... sq.ft. corresponding to super built-up area ..... Sq.ft. a little more or less located on the Ground Floor with cemented

flooring into and out of the First Schedule property of the Premises which is popularly known as “aradhana” at Municipal amalgamated Holding No. 66, Barasat Road under Ward No. 31, Dist. North 24 Parganas, P.O. Ghola Bazar, P.S. Ghola, Kolkata-700111.

**THIRD SCHEDULE ABOVE REFERRED TO**  
**(Specification of work)**

**Number of floor** : Ground Plus upper stories.

**Building and wall** **R.C.C.** Super Structure with Grade-1 quality materials, local field's brick.

**External Wall** : 8 inch thickness brick wall, plaster with cement mortar.

**Internal Wall** : 5 inch thickness brick wall, plaster with cement mortar for common wall & inside partition wall 3"/5" thickness with cement mortar.

**Flooring** : All floors Tiles.

**Toilet** : Bathroom fitted upto 6ft hight glazed tiles of standard brand toilets of Indian/Commodes type. Standard P.V.C. Cistern, Floor finished with floor tiles. All fittings are in standard type one wash hand basin is in dinning space of each Flat.

**Kitchen** : Cooking Platform blackstone and steel sink, 4ft. high glazed tile standard above the platform, floor finished with floor tiles.

**Doors** : All Door will be flash door Bathroom P.V.C. and all frames Sal Wood (except Bathroom).

**Windows** : Aluminium sliding window will be provided with glass fitted.

**Water Supply** : Around the clock is assured for which necessary Sub mercible Deep tubewell will be install.

**Plumbing** : Toilet conceal type with two bibcock, one shower, one point for flush tank, all fittings are standard quality.

**Verandah** : Grill/brick will be provided upto 2'-6" feet high.

**Electricity** : Full concealed wiring and maximum 23 points for 2BHK flat & 30 points for 3BHK flat.

**Bedrooms** : 2 light point, 1 tube light point, 1 Fan point, one 5 Amp plug point, Toilet- One light, one exhaust fan point. living-Dining 2 light point, 1/2 fan point and one 5 Amp cum 15 Amps plug, one point for calling Bell.

**Kitchen** : 1 light, 1 exhaust fan one 15 Amp Plug point.

**Verandah** : 1 light point/1 plug point.

**Toilet** : 1 light point & one exhaust point. 1 light point at main Entrance,

Inside wall of the flat will be finished with putty and external wall with super snowceam or equivalent.

**Painting:** All doors and windows frame and grill painted with two codes primer.

**Mother Meter/Common Lift:** Proportionate cost of Infrastructure i.e. Mother Line @ Rs. ....../- per unit and Proportionate lift cost i.e. Rs. ....../- per unit will be borne by the Purchaser exclusively which is not included in the consideration amount of the concerned flat/Unit.

**Extra Works:** Any extra work other than the standard schedule shall be charged extra and such amount shall be deposited by the Purchaser before the execution of such works.

Be it mentioned here that the purchaser shall pay the GST as applicable will be extra on the total consideration amount of subject flat/unit under this agreement and the said amount shall be paid by the purchaser to the developer in accordance with the prescribe norms of the GST authority.

**FOURTH SCHEDULE ABOVE REFERRED TO:**

**(Cost of maintenance of common service as facilities)**

- 1) Cost of maintenance, repairing, redecorating etc. of the main structure and in particular the gutters, fresh and rain water pipe, drains, sewerage and water storage tanks and electric wires, motors and other appliances and passages in or under or upon the building and enjoyed or used by the purchaser in common with the other occupiers of the flats and the main entrance passage landing, staircase of the building enjoyed by the purchaser or used by him in common as aforesaid and the boundary walls of the building, compound, terraces etc.
- 2) Cost of cleaning and lighting the passage, landing, stair case and other parts of building as enjoyed or used by the purchasers in common as aforesaid.
- 3) Cost of maintenance and decorating the exteriors of the building.
- 4) Cost of working and maintenance of light and service charges.
- 5) Municipal rates and taxes, save those separately assessed for flat.
- 6) Premium for insurance of the building .
- 7) Costs and charges of establishment for maintenance of the building and the salaries of all persons employed for the same purpose.

8) The office expenses incurred of maintaining the office for common purpose.

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

**SIGNED, SEALED & DELIVERED** by the parties at Kolkata in the presence of:

**WITNESSES:**

1.

Signature of the **LANDOWNER/FIRST PART** Represented by his lawful constituted attorneys namely PRASENJIT DATTA & BIKAS DUTTA

2.

Signature of the **DEVELOPER/SECOND PART**

Signature of the **PURCHASER(S) /THIRD PART**

**MEMO OF CONSIDERATION**

RECEIVED Total Consideration Amount of **Rs**\_\_\_\_\_ /- (**Rupees**  
\_\_\_\_\_ **only**) by cheque/cash for the within mentioned  
scheduled property on the day, month and year above written.

<b><u>Date</u></b>	<b><u>Transaction</u> <u>id/ Cheque</u> <u>No</u></b>	<b><u>Bank, Brunch</u></b>	<b><u>Amount</u> <u>(Rs.)</u></b>

**WITNESSES:**

1.

2.

**SIGNATURE OF THE DEVELOPER**