

DEED OF CONVEYANCE

1. **Date :**
2. **Place : Kolkata**
3. **Parties :**

3.1 **DOLLY MONDAL** [**PAN. ALNPM5429R**], [**AADHAAR NO. 273183208328**] & [**MOBILE NO. 9830945707**], wife of Tanmoy Mondal, by faith - Hindu, by occupation - House wife, by nationality - Indian, residing at Vill. Jatragachi, P.O. Ghuni, P.S. New Town, Kolkata - 700157, District North 24 Parganas, West Bengal, presently residing at HD-2/2, Nibas Apartment, Flat No. A2, Hatiara Road, Baguiati, P.O. Aswini Nagar, P.S. Baguiati, Kolkata - 700159, District North 24 Parganas, West Bengal.

The said Dolly Mondal duly represented by her constituted attorney, **TIRUPATI CONSTRUCTION** [**PAN : AAGFT7817E**], a Registered Partnership Firm, having its office address at Ashish Apartment, 3rd Floor, G/G-8, Jyangra, P.O. Jyangra, P.S. Baguiati, Kolkata - 700059, District North 24 Parganas, West Bengal, represented by its Partners namely (1) **SANDIP DAS** [**PAN : AFMPD4516R**], [**AADHAR NO. 490231267139**] & [**MOBILE NO. 9836668422**], son of Chakrapani Das, residing at Ashish Apartment, 3rd Floor, G/G-8, Jyangra, P.O. Jyangra, P.S. Baguiati, Kolkata - 700059, District North 24 Parganas, West Bengal & (2) **SANJAY CHOWDHURY** [**PAN : AFSPC8362A**], [**AADHAR NO. 601515206457**] & [**MOBILE NO. 8777020665**], son of Nirmal Chowdhury, residing at FB-2/4, Vidyasagar Pally, P.O. Jyangra, P.S. Baguiati, Kolkata - 700059, District North 24 Parganas, West Bengal, Developer herein, by executing a Registered Development Power of Attorney After Registered Development Agreement, which was registered on 12.12.2018, registered in the office of the A.D.S.R. Rajarhat, New Town, and recorded in Book No. I, Volume No. 1523-2018, Pages from 459496 to 459514, being Deed No. 152313894 for the year 2018.

For TIRUPATI CONSTRUCTION

Sandip Partner

Hereinafter called and referred to as the **“LANDOWNER/VENDOR”** (which expression shall unless excluded by or repugnant to the context be deemed to mean and include her heirs, executors, administrators, representatives and assigns) of the **FIRST PART**.

AND

3.2 **[PAN :]**, **[AADHAAR NO.]** & **[MOBILE NO.]**, son of, by faith -, by occupation -, by nationality - Indian, residing at, P.O., P.S., District, Pin, State West Bengal.

3.2.1 **[PAN :]**, **[AADHAAR NO.]** & **[MOBILE NO.]**, son of, by faith -, by occupation -, by nationality - Indian, residing at, P.O., P.S., District, Pin, State West Bengal.

Hereinafter jointly called and referred to as the **“PURCHASERS”** (which terms and expression shall unless excluded by or repugnant to the context be deemed to mean and include their heirs, successors, executors, administrators, representatives and assigns) of the **SECOND PART**.

AND

3.3 **TIRUPATI CONSTRUCTION [PAN : AAGFT7817E]**, a Registered Partnership Firm, having its office address at Ashish Apartment, 3rd Floor, G/G-8, Jyangra, P.O. Jyangra, P.S. Baguiati, Kolkata - 700059, District North 24 Parganas, West Bengal, represented by its Partners namely (1) **SANDIP DAS [PAN : AFMPD4516R], [AADHAR NO. 490231267139] & [MOBILE NO. 9836668422]**, son of Chakrapani Das, by faith - Hindu, by occupation - Business, by nationality - Indian, residing at Ashish Apartment, 3rd Floor, G/G-8, Jyangra, P.O. Jyangra,

P.S. Baguiati, Kolkata - 700059, District North 24 Parganas, West Bengal
 & (2) **SANJAY CHOWDHURY [PAN : AFSPC8362A], [AADHAR NO. 601515206457] & [MOBILE NO. 8777020665]**, son of Nirmal Chowdhury, by faith - Hindu, by occupation - Business, by nationality - Indian, residing at FB-2/4, Vidyasagar Pally, P.O. Jyangra, P.S. Baguiati, Kolkata - 700059, District North 24 Parganas, West Bengal.

Hereinafter called and referred to as the **“DEVELOPER”** (which terms and expression shall unless excluded by or repugnant to the context be deemed to mean and include its/their director in office, office bearers, executors, administrators, representatives and assigns) of the **THIRD PART.**

Landowners/Vendors, Purchasers and the Developer and the Purchasers collectively Parties and individually Party.

NOW THIS DEED OF CONVEYANCE WITNESSETH AS FOLLOWS :-

4. **Subject Matter of Conveyance :**

4.1 **Transfer of Said Flat & Appurtenances :**

4.1.1 **Said Flat/Said Property : ALL THAT** piece and parcel of one independent residential flat, being **Flat No. ‘.....’**, on the **Floor**, **Side**, in **‘Block-’**, measuring **(.....) Square Feet be the same a little more or less of super built up area**, lying and situate in the building/complex namely **“TIRUPATI GREEN TOWER”**, situated at Jatragachi, P.O. Hatiara, P.S. New Town (now Eco Park), (under Jyangra Hatiara 2 No. Gram Panchayet), Kolkata - 700157, District North 24 Parganas, West Bengal, morefully described in the Second Schedule hereunder written, lying and situated on the plot of land, which is morefully described in the First Schedule hereunder written. **[SOLD PROPERTY/SAID PROPERTY]**.

5. **BACKGROUND, REPRESENTATIONS, WARRANTIES AND COVENANTS**

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5.1 **Representations and Warranties Regarding Title :** The Landowners/Vendors and the Developer/Confirming Party have made the following representation and given the following warranty to the Purchasers regarding title.

5.1.1 **CHAIN AND TITLE REGARDING ABSOLUTE OWNERSHIP OF DOLLY MONDAL, LANDOWNER HEREIN, IN RESPECT OF THE FIRST SCHEDULE PROPERTY, AS IS FOLLOWS :**

5.1.1.1 **Absolute Recorded Ownership of Manmoth Nath Mondal :** In accordance with Revisional Settlement Record, one Manmoth Nath Mondal was the absolute recorded owner of land measuring 12 (Twelve) Decimals more or less out of the total land in dag measuring 12 (Twelve) Decimals more or less, comprised in C.S. Dag No. 882, R.S. Dag No. 1021, under C.S. Khatian No. 322, R.S. Khatian No. 361, in Mouza - Jatragachi, J.L. No. 24, Re. Sa. No. 195, Touzi No. 194, Pargana - Kalikata, P.S. Rajarhat, in the District North 24 Parganas.

5.1.1.2 **Demise of Manmoth Nath Mondal :** While in absolute possession and absolute ownership over the aforesaid plot of land, the said Manmoth Nath Mondal died intestate, leaving behind his wife, Astabala Mondal and four sons namely (1) Lakkhi Kanta Mondal, (2) Haran Mondal, (3) Nishikanta Mondal & (4) Paran Mondal, as his heirs and successors in interest in respect of the aforesaid property, left by the said Manmoth Nath Mondal, since deceased.

5.1.1.3 **Absolute Joint Ownership of (1) Astabala Mondal, (2) Lakkhi Kanta Mondal, (3) Haran Mondal, (4) Nishikanta Mondal & (5) Paran Mondal :** Thus on the basis of the aforementioned facts and circumstances and on the basis of inheritance received from their deceased husband and father, Manmoth Nath Mondal, the said (1) Astabala Mondal, (2) Lakkhi Kanta Mondal, (3) Haran Mondal, (4) Nishikanta Mondal & (5) Paran Mondal, became the absolute joint owners of the aforesaid total plot of land measuring 12 (Twelve) Decimals equivalent to 7 (Seven) Cottahs more or less out of the total land in dag measuring 12 (Twelve) Decimals more or

less, comprised in C.S. Dag No. 882, R.S. Dag No. 1021, under C.S. Khatian No. 322, R.S. Khatian No. 361, in Mouza - Jatragachi, J.L. No. 24, Re. Sa. No. 195, Touzi No. 194, Pargana - Kalikata, P.S. Rajarhat, in the District North 24 Parganas, and each having undivided 1/5th share holder in the aforesaid property.

- 5.1.1.4 **Individual Ownership of Astabala Mondal & Others :** The individual ownership of the said (1) Astabala Mondal, (2) Lakkhi Kanta Mondal, (3) Haran Mondal, (4) Nishikanta Mondal & (5) Paran Mondal, in the aforesaid plot of land measuring 12 (Twelve) Decimals equivalent to 7 (Seven) Cottahs more or less in R.S. Dag No. 1021, in Mouza - Jatragachi, as follows :-

<u>Name</u>	<u>Share of Ownership</u>		
	<u>Individual Ownership</u>	<u>Individual Ownership</u>	
	<u>[In Percentage]</u>	<u>[In Decimal]</u>	<u>K - CH - SFT.</u>
Astabala Mondal	1/5th	02.40	01 - 06 - 18
Lakkhi Kanta Mondal	1/5th	02.40	01 - 06 - 18
Haran Mondal	1/5th	02.40	01 - 06 - 18
Nishikanta Mondal	1/5th	02.40	01 - 06 - 18
Paran Mondal	1/5th	02.40	01 - 06 - 18
		12.00	07 - 00 - 00

- 5.1.1.5 **L.R. Records :** While in absolute joint possession and absolute joint ownership over the aforesaid plot of land, the said (1) Astabala Mondal, (2) Lakkhi Kanta Mondal, (3) Haran Mondal, (4) Nishikanta Mondal & (5) Paran Mondal, duly recorded their names in the record of the L.R. Settlement, in following L.R. Khatian Numbers.

<u>Name</u>	<u>Khatian</u>	<u>Total Land</u>	<u>Share in Dag</u>	<u>Recorded</u>	<u>Actual</u>
	<u>No.</u>	<u>in Dag</u>	<u>out of 1.0000</u>	<u>Ownership</u>	<u>Ownership</u>
		<u>[In Decimal]</u>	<u>share</u>	<u>[In Decimal]</u>	<u>[In Decimal]</u>
Astabala Mondal	50	12	0.2000	2	2.40
Lakkhi Kanta Mondal	827	12	0.2000	2	2.40
Haran Mondal	1026	12	0.2000	2	2.40
Nishikanta Mondal	481	12	0.2000	2	2.40
Paran Mondal	523	12	0.2000	2	2.40

5.1.1.6 **Demise of Paran Mondal** : While in absolute joint possession and absolute joint ownership over the aforesaid property, one of the said owners namely Paran Mondal, son of Late Manmoth Nath Mondal, died intestate, leaving behind his wife, Moyna Mondal, only son, Santanu Mondal and only daughter, Billa Mondal @ Latika Mondal, as his heirs and successors in interest in respect of his undivided 1/5th share in the aforesaid property, left by the said Paran Mondal, since deceased, in the estate of the said Manmoth Nath Mondal, since deceased.

5.1.1.7 **Individual Ownership of Astabala Mondal & Others** : The individual ownership of the said (1) Astabala Mondal, (2) Lakkhi Kanta Mondal, (3) Haran Mondal, (4) Nishikanta Mondal, (5) Moyna Mondal, (5a) Santanu Mondal & (5b) Billa Mondal @ Latika Mondal, in the aforesaid plot of land measuring 12 (Twelve) Decimals equivalent to 7 (Seven) Cottahs more or less in R.S. Dag No. 1021, in Mouza - Jatragachi, as follows :-

<u>Name</u>	<u>Share of Ownership</u>		
	<u>Individual Ownership</u>	<u>Individual Ownership</u>	<u>Individual Ownership</u>
	<u>[In Percentage]</u>	<u>[In Decimal]</u>	<u>K - CH- SFT.</u>
Astabala Mondal	1/5th	02.40	01 - 06 - 18
Lakkhi Kanta Mondal	1/5th	02.40	01 - 06 - 18
Haran Mondal	1/5th	02.40	01 - 06 - 18
Nishikanta Mondal	1/5th	02.40	01 - 06 - 18
Moyna Mondal	1/15th	00.80	00 - 07 - 21
Santanu Mondal	1/15th	00.80	00 - 07 - 21
Billa Mondal	1/15th	00.80	00 - 07 - 21
@ Latika Mondal		12.00	07 - 00 - 00

5.1.1.8 **Joint Sale by the said (1) Astabala Mondal, (2) Lakkhi Kanta Mondal, (3) Haran Mondal, (4) Nishikanta Mondal & (5) Moyna Mondal to Dipti Mallick** : The said (1) Astabala Mondal, (2) Lakkhi Kanta Mondal, (3) Haran Mondal, (4) Nishikanta Mondal & (5) Moyna Mondal, jointly sold, transferred and conveyed land measuring 5 (Five) Cottahs more or less out of their aforesaid joint share/joint ownership, comprised in C.S. Dag No. 882, R.S./L.R. Dag No. 1021, under C.S. Khatian No. 322, R.S. Khatian No. 361, L.R. Khatian Nos. 50, 827, 1026, 481 & 523, in Mouza - Jatragachi, J.L. No. 24, Re. Sa. No. 195, Touzi No. 194, Pargana -

Kalikata, P.S. Rajarhat, in the District North 24 Parganas, to one Dipti Mallick, wife of Mrinal Kanti Mallick, by the strength of a Registered Deed of Conveyance, registered on 22.07.1988, registered in the office of the A.D.S.R. Bidhannagar, Salt Lake City, and recorded in Book No. I, Volume No. 131, Pages 259 to 268, being Deed No. 6486 for the year 1988.

- 5.1.1.9 **Again Joint Sale by the said (1) Astabala Mondal, (2) Lakkhi Kanta Mondal, (3) Haran Mondal, (4) Nishikanta Mondal & (5) Moyna Mondal to the said Dipti Mallick :** The said (1) Astabala Mondal, (2) Lakkhi Kanta Mondal, (3) Haran Mondal, (4) Nishikanta Mondal & (5) Moyna Mondal, again jointly sold, transferred and conveyed land measuring 2 (Two) Cottahs more or less, comprised in C.S. Dag No. 882, R.S./L.R. Dag No. 1021, under C.S. Khatian No. 322, R.S. Khatian No. 361, L.R. Khatian Nos. 50, 827, 1026, 481 & 523, in Mouza - Jatragachi, J.L. No. 24, Re. Sa. No. 195, Touzi No. 194, Pargana - Kalikata, P.S. Rajarhat, in the District North 24 Parganas, to the said Dipti Mallick, wife of Mrinal Kanti Mallick, by the strength of a Registered Deed of Conveyance, registered on 07.06.1989, registered in the office of the A.D.S.R. Bidhannagar, Salt Lake City, and recorded in Book No. I, Volume No. 98, Pages 243 to 252, being Deed No. 4647 for the year 1989.

It is to be mentioned here that in the said Deed, the said (1) Astabala Mondal, (2) Lakkhi Kanta Mondal, (3) Haran Mondal, (4) Nishikanta Mondal & (5) Moyna Mondal sold excess share/plot of land i.e. 2 (Two) Cottahs more or less (as mentioned in the said said deed) instead of their actual remaining ownership of land measuring 1 (One) Cottah 1 (One) Chittacks 3 (Three) sq.ft. more or less.

Thus the said (1) Astabala Mondal, (2) Lakkhi Kanta Mondal, (3) Haran Mondal, (4) Nishikanta Mondal & (5) Moyna Mondal, actually jointly sold land measuring 1 (One) Cottah 1 (One) Chittacks 3 (Three) sq.ft. more or less inspite of land measuring 2 (Two) Cottahs more or less under the said deed, bearing Deed No. 4647 for the year 1989.

- 5.1.1.10 **Absolute Ownership of Dipti Mallick :** Thus on the basis of the aforementioned facts and circumstances and on the basis of the actual

sale, sale by the said owners under the aforesaid two Registered Deeds of Conveyance, bearing (1) Deed No. 6486 for the year 1988 & (2) Deed No. 4647 for the year 1989, the said Dipti Mallick, became the absolute owner of actual purchased plot of land measuring 6 (Six) Cottahs 1 (One) Chittack 3 (Three) sq.ft. more or less in place of land measuring 7 (Seven) Cottahs more or less, comprised in C.S. Dag No. 882, R.S./L.R. Dag No. 1021, under C.S. Khatian No. 322, R.S. Khatian No. 361, L.R. Khatian Nos. 50, 827, 1026, 481 & 523, in Mouza - Jatragachi, J.L. No. 24, Re. Sa. No. 195, Touzi No. 194, Pargana - Kalikata, P.S. Rajarhat, in the District North 24 Parganas.

5.1.1.11 **Demise of Dipti Mallick :** While in absolute possession and absolute ownership over the aforesaid property, the said Dipti Mallick died intestate, leaving behind her only son namely Manash Kumar Mallick @ Manash Mallick as her only legal heir and successor in interest in respect of the aforesaid property, left by the said Dipti Mallick, since deceased.

5.1.1.12 **Succession Certificate :** It is to be noted here that the said Manash Kumar Mallick @ Manash Mallick duly got one Succession Certificate from the Ld. Court of District Delegate, North 24 Parganas at Barasat vide Misc. Case No. 276/05 under Section 377 of the Indian Succession Act, 1925, on dated 19.08.2006.

5.1.1.13 **Sale by Manash Kumar Mallick @ Manash Mallick to the present Owner, Dolly Mondal :** The said Manash Kumar Mallick @ Manash Mallick sold, transferred and conveyed land measuring 7 (Seven) Cottahs more or less, comprised in C.S. Dag No. 882, R.S./L.R. Dag No. 1021, under C.S. Khatian No. 322, R.S. Khatian No. 361, L.R. Khatian Nos. 50, 827, 1026, 481 & 523, in Mouza - Jatragachi, J.L. No. 24, Re. Sa. No. 195, Touzi No. 194, Pargana - Kalikata, P.S. Rajarhat, in the District North 24 Parganas, to the present owner, Dolly Mondal, by the strength of a Registered Deed of Conveyance, registered on 25.07.2007, registered in the office of the D.S.R.-II, North 24 Parganas at Barasat and recorded in Book No. I, CD Volume No. 3, Pages 6014 to 6028, being Deed No. 01697 for the year 2008.

It is pertinent to be mentioned here that the said Manash Kumar Mallick @ Manash Mallick actually sold 6 (Six) Cottahs 1 (One) Chittack 3 (Three) sq.ft. more or less instead of land measuring 7 (Seven) Cottahs more or less to the said Dolly Mondal under the said deed, bearing Deed No. 01697 for the year 2008.

- 5.1.1.14 **Joint Sale by the said (1) Santanu Mondal & (2) Billa Monal @ Latika Mondal to (1) Dipankar Sarkar & (2) Kinkar Roy :** The said (1) Santanu Mondal, son of Late Paran Mondal & Late Moyna Mondal & (2) Billa Monal @ Latika Mondal, daughter of Late Paran Mondal & Late Moyna Mondal, jointly sold, transferred and conveyed land measuring 2 (Two) Decimals more or less, comprised in C.S. Dag No. 882, R.S./L.R. Dag No. 1021, under C.S. Khatian No. 322, R.S. Khatian No. 361, L.R. Khatian No. 523 (in the name of Paran Mondal, since deceased), in Mouza - Jatragachi, J.L. No. 24, Re. Sa. No. 195, Touzi No. 194, Pargana - Kalikata, P.S. Rajarhat, in the District North 24 Parganas, to one (1) Dipankar Sarkar & (2) Kinkar Roy, registered on 18.11.2008, registered in the office of the A.D.S.R. Bidhannagar, Salt Lake City, and recorded in Book No. I, CD Volume No. 12, Pages 21462 to 21480, being Deed No. 13484 for the year 2008.

It is to be mentioned here that the said (1) Santanu Mondal & (2) Billa Monal @ Latika Mondal, actually sold their entire 2/15th share in the aforesaid total land measuring 7 (Seven) Cottahs equivalent to 12 (Twelve) Decimals more or less i.e. land measuring 0 (Zero) Cottah 14 (Fourteen) Chittacks 42 (Forty Two) sq.ft. more or less equivalent to land measuring 1.60 (One Point Six Zero) Decimals more or less instead of land measuring 2 (Two) Decimals more or less, to the said (1) Dipankar Sarkar & (2) Kinkar Roy, under the said deed, bearing Deed No. 13484 for the year 2008.

- 5.1.1.15 **Sale by the said Kinkar Roy to the said Dipankar Sarkar :** The said Kinkar Roy sold, transferred and conveyed his fifty percent share in the aforesaid purchased land purchased under the aforesaid Deed bearing Deed No. 13484 for the year 2008, to his co-owner, the said Dipankar Sarkar, by the strength of a Registered Deed of Conveyance, registered on

20.04.2011, registered in the office of the A.D.S.R. Bidhannagar, Salt Lake City, and recorded in Book No. I, CD Volume No. 9, Pages 2982 to 2994, being Deed No. 04492 fo the year 2011.

5.1.1.16 **Absolute Ownership of Dipankar Sarkar :** Thus on the basis of the aforesaid two Registered Deeds of Conveyance, bearing (1) Deed No. 13484 for the year 2008 & (2) Deed No. 04492 fo the year 2011, and on the basis of the actual purchased, the said Dipankar Sarkar, became the absolute and actual owner of land measuring 0 (Zero) Cottah 14 (Fourteen) Chittacks 42 (Forty Two) sq.ft. more or less equivalent to land measuring 1.60 (One Point Six Zero) Decimals more or less instead of land measuring 2 (Two) Decimals more or less, comprised in C.S. Dag No. 882, R.S./L.R. Dag No. 1021, under C.S. Khatian No. 322, R.S. Khatian No. 361, L.R. Khatian No. 523 (in the name of Paran Mondal, since deceased), in Mouza - Jatragachi, J.L. No. 24, Re. Sa. No. 195, Touzi No. 194, Pargana - Kalikata, P.S. Rajarhat, in the District North 24 Parganas.

5.1.1.17 **Sale by Dipankar Sarkar to the said Dolly Mondal :** The said Dipankar Sarkar sold, transferred and conveyed 2 (Two) Decimals more or less, comprised in C.S. Dag No. 882, R.S./L.R. Dag No. 1021, under C.S. Khatian No. 322, R.S. Khatian No. 361, L.R. Khatian No. 523 (in the name of Paran Mondal, since deceased), in Mouza - Jatragachi, J.L. No. 24, Re. Sa. No. 195, Touzi No. 194, Pargana - Kalikata, P.S. Rajarhat, in the District North 24 Parganas, to the said Dolly Mondal, present owner herein, by the strength of a Registered Deed of Conveyance, registered on 25.01.2012, registered in the office of the A.D.S.R. Bidhannagar, Salt Lake City, and recorded in Book No. I, CD Volume No. 1, Pages 16300 to 16309, being Deed No. 00772 for the year 2012.

It is to be mentioned here that the said Dipankar Sarkar actually sold, land measuring 1.60 (One Point Six Zero) Decimals more or less instead of land measuring 2 (Two) Decimals more or less, to the said Dolly Mondal under the said deed, bearing Deed No. 00772 for the year 2012.

5.1.1.18 **Absolute Ownership of Dolly Mondal** : Thus on the basis of the aforementioned total facts and circumstances and on the basis of the actual purchase purchased by the said Dolly Mondal under the aforesaid two Registered Deeds of Conveyance, bearing (1) Deed No. 01697 for the year 2008 & (2) Deed No. 00772 for the year 2012, the said Dolly Mondal, Landowner herein, became the absolute and actual owner of land measuring 12 (Twelve) Decimals equivalent to 7 (Seven) Cottahs more or less, comprised in C.S. Dag No. 882, R.S./L.R. Dag No. 1021, under C.S. Khatian No. 322, R.S. Khatian No. 361, L.R. Khatian Nos. 50, 827, 1026, 481 & 523, in Mouza - Jatragachi, J.L. No. 24, Re. Sa. No. 195, Touzi No. 194, Pargana - Kalikata, P.S. Rajarhat, in the District North 24 Parganas, which is morefully described in the First Schedule hereunder written.

5.1.1.19 **Record by Dolly Mondal** : After having absolute possession and absolute ownership over the aforesaid plot of land, the said Dolly Mondal duly recorded her name in the record of the L.R. Settlement in L.R. Khatian No. 1426.

5.1.1.20 **Conversion of Land** : The said Dolly Mondal, applied before the concerned B.L.&L.R.O. Rajarhat, District North 24 Parganas, for conversion of nature of the said land possessed by her, comprised in R.S./L.R. Dag No. 1021 in Mouza - Jatragachi, from 'Sali' to 'Bastu' and the Ld. B.L.&L.R.O, converted the said land from 'Sali' to 'Bastu' vide Memo No. 2670/BL&LRO/RHT/2013 dated 01.10.2013 under Conversion Case No. 692/BL/RAJ/13).

5.1.2 REGISTERED DEVELOPMENT AGREEMENT :

5.1.2.1 **Registered Development Agreement** : The said Dolly Mondal, Landowner herein, entered into a Registered Development Agreement with one Tirupati Construction, Developer herein, for constructing a multi storied building on the said plot of land and which is morefully described in the First Schedule hereunder written, with some terms and conditions morefully described in the said Development Agreement. The said Development Agreement was registered on 12.12.2018, registered in the office of the A.D.S.R. Rajarhat, New Town, and recorded in Book No. I,

Volume No. 1523-2018, Pages from 459515 to 459556, being Deed No. 152313879 for the year 2018.

5.1.3 REGISTERED DEVELOPMENT POWER OF ATTORNEY AFTER REGISTERED DEVELOPMENT AGREEMENT :

5.1.3.1 Registered Development Power of Attorney After Registered Development Agreement : On the basis of the said Registered Development Agreement, the said Dolly Mondal, Landowner herein, executed a Registered Development Power of Attorney After Registered Development Agreement, wherein, the said owner, duly appointing and nominating the said (1) Sandip Das & (2) Sanjoy Chowdhury, Partners of Tirupati Construction, Developer herein, as her constituted attorney, with power to sale, transfer and convey the units under purview of Developer's Allocation. The said Development Power of Attorney After Registered Development Agreement was registered on 12.12.2018, registered in the office of the A.D.S.R. Rajarhat, New Town, and recorded in Book No. I, Volume No. 1523-2018, Pages from 459496 to 459514, being Deed No. 152313894 for the year 2018.

5.1.4 SANCTION OF BUILDING PLAN & CONSTRUCTION OF BUILDING :

5.1.4.1 Sanction of Building Plan : The said Tirupati Construction, Developer herein, as constituted attorney of the said relevant owner, duly sanctioned a building plan, in respect of the said plot of land, and which is morefully described in the First Schedule hereunder written, from the concerned District Engineer North 24 Parganas, Zilla Parishad (Executive Officer, Rajarhat Panchayet Samity, Rajarhat, North 24 Parganas), vide Approval Order No. 471/RPS dated 08.04.2022.

5.1.4.2 Construction of Building : On the basis of the aforementioned sanctioned building plan, the said Developer, Tirupati Construction, constructed a G+IV storied residential cum commercial building namely **"TIRUPATI GREEN TOWER"** on the said plot of land, and which is morefully described in the First Schedule hereunder written.

5.1.5 **DESIRE OF PURCHASE & ACCEPTANCE AND CONSIDERATION :**

- 5.1.5.1 **Desire of Purchaser/s for purchasing a Flat from Developer's Allocation :** The Purchaser/s herein perused and inspected Title Deed/s, Registered Development Agreement, Registered Development Power of Attorney, Building Sanctioned Plan and other related documents in respect of the schedule mentioned property including its amenities and facilities and areas and satisfied himself/herself in regards thereto and approached to the said Tirupati Construction, Developer herein, to purchase **ALL THAT** piece and parcel of one independent residential flat, being **Flat No. '.....'**, on the **Floor**, **Side**, in **'Block-**', measuring (.....) **Square Feet be the same a little more or less of super built up area**, lying and situate in the building/complex namely **"TIRUPATI GREEN TOWER"**, situated at Jatragachi, P.O. Hatiara, P.S. New Town (now Eco Park), (under Jyangra Hatiara 2 No. Gram Panchayet), Kolkata - 700157, District North 24 Parganas, West Bengal, lying and situated on the said plot of land, which is morefully described in the First Schedule hereinbefore written, together with undivided proportionate share of land, common areas, common amenities, common facilities of the said property, lying in the said building from Developer's Allocation **[Hereinafter called and referred to as the SAID FLAT/SAID PROPERTY]**.
- 5.1.5.2 **Acceptance by Developer :** The said Tirupati Construction, Developer/Confirming Party herein accepted the aforesaid proposal of the Purchasers herein and agreed to sell the **SAID FLAT/SAID PROPERTY**, which is morefully described in the Second Schedule hereunder written, together with land share and share in common portion.
- 5.1.5.3 **Consideration :** The total sale consideration of the **SAID FLAT/SAID PROPERTY** is **Rs..... (Rupees)** **only**, subsequently the Purchasers herein already paid the same to the said Tirupati Construction, Developer/Confirming Party herein as per memo attached herewith.

5.1.6 **LAND SHARE & SHARE IN COMMON PORTIONS :**

5.1.6.1 **Land Share :** Undivided, impartible, proportionate and variable share in the land comprised in the Said Property as is attributable to the Said Flat morefully described in the Part-I of the Third Schedule hereinafter written (**Land Share**). The Land Share is/shall be derived by taking into consideration the proportion which the super built-up area of the Said Flat bears to the total super built-up area of the Said Building.

5.1.6.2 **Share In Common Portions :** Undivided, impartible, proportionate and variable share and/or interest in the common areas, amenities and facilities of the Said Building/Complex is attributable to the Said Flat (**Share In Common Portions**), the said common areas, amenities and facilities being described in the Part-II of the Third Schedule below (**collectively Common Portions**). The Share in Common Portions is/shall be derived by taking into consideration the proportion which the super built-up area of the Said Flat bears to the total super built-up area of the Said Building.

6. **REPRESENTATIONS, WARRANTIES AND COVENANTS REGARDING ENCUMBRANCES :** The Landowners/Vendors and Developer/Confirming Party represent, warrant and covenant regarding encumbrances as follows :

6.1 **No Acquisition/Requisition :** The Landowners/Vendors and Developer/Confirming Party have not received any notice from any authority for acquisition, requisition or vesting of the Said Flat and/or any part of the property in which the building/complex is lying and declare that the Said Flat is not affected by any scheme of the concerned authority/authorities or Government or any Statutory Body.

6.1.1 **No Encumbrance :** The Landowners/Vendors and Developer/Confirming Party have not at any time done or executed or knowingly suffered or been party or privy to any act, deed, matter or thing, including grant of right of

easement, whereby the Said Flat or any part thereof can or may be impeached, encumbered or affected in title.

- 6.1.2 **Right, Power and Authority to Sell :** The Landowners/Vendors and Developer/Confirming Party have good right, full power, absolute authority and indefeasible title to grant, sell, convey, transfer, assign and assure the Said Flat to the Purchasers herein.
- 6.1.3 **No Dues :** No tax in respect of the Said Flat is due to the concerned authority or authorities and no Certificate Case is pending for realisation of any taxes from the Landowners/Vendors and the Developer/Confirming Party herein.
- 6.1.4 **No Mortgage :** No mortgage or charge has been created by the Landowners/Vendors and the Developer/Confirming Party in respect of the Said Flat or any part thereof.
- 6.1.5 **No Personal Guarantee :** The Said Flat is not affected by or subject to any personal guarantee for securing any financial accommodation.
- 6.1.6 **No Bar by Court Order or Statutory Authority :** There is no order of Court or any other statutory authority prohibiting the Landowners/Vendors and Developer/Confirming Party from selling, transferring and/or alienating the Said Flat or any part thereof.

7. **BASIC UNDERSTANDING :**

- 7.1 **Agreement to Sell and Purchase :** The Purchaser/s herein has/have approached to the Developer/Confirming Party and the Landowners/Vendors and offered to purchase the **SAID FLAT/SAID PROPERTY**, which is morefully described in the Second Schedule hereunder written, and the Purchasers based on the representations, warranties and covenants mentioned hereinabove (collectively Representations), have agreed to purchase the Said Flat/Said Property from the Developer/Confirming Party and Landowners/Vendors herein through Developer's Allocation, and in this regard, an Agreement for Sale

has already been executed in between the parties herein in respect of the said flat/said property on

8. **TRANSFER :**

8.1 **Hereby Made :** The Developer/Confirming Party and Landowners/Vendors hereby sell, convey and transfer the Purchasers the entirety of their right, title and interest of whatsoever or howsoever nature in the **SAID FLAT/SAID PROPERTY**, which is morefully described in the Second Schedule hereinafter written, together with proportionate undivided share of land morefully described in the Part-I of the Third Schedule (**said land share**) and also together with all easement rights for egress and ingress of all common spaces, amenities and facilities (**said common portion**) in the said building/complex, described and referred in the Part-II of the Third Schedule hereinafter written.

8.1.1 **Consideration :** The aforesaid transfer is being made in consideration of a sum of **Rs..... (Rupees)** only paid by the Purchasers to the Developer/Confirming Party herein, receipts of which the Developer/Confirming Party hereby and by the Memo and Receipts hereunder written admit and acknowledge.

9. **TERMS OF TRANSFER :**

9.1 **Salient Terms :** The transfer being effected by this Conveyance is :

9.1.1 **Sale :** A sale within the meaning of the Transfer of Property Act, 1882.

9.1.2 **Absolute :** Absolute, irreversible and perpetual.

9.1.3 **Free from Encumbrances :** Free from all encumbrances of any and every nature whatsoever including but not limited to all claims, demands, encumbrances, mortgages, charges, liens, attachments, lispendens, uses, trusts, prohibitions, Income Tax Attachments, Financial Institution charges, reversionary rights, residuary rights, statutory prohibitions, acquisitions, requisitions, vestings and liabilities whatsoever.

- 9.2 **SUBJECT TO :** The transfer being effected by this Conveyance is subject to :
- 9.2.1 **Indemnification :** Indemnification by the Landowners/Vendors and Developer/Confirming Party about the correctness of their title and authority to sell and this Conveyance is being accepted by the Purchasers on such express indemnification by the Landowners/Vendors and Developer/Confirming Party about the correctness of their title and the representation and authority to sell, which if found defective or untrue at any time, the Landowners/Vendors and Developer/Confirming Party shall at their cost forthwith take all necessary steps to remove and/or rectify.
- 9.2.2 **Transfer of Property Act :** All obligations and duties of Landowners/Vendors and Developer/Confirming Party and the Purchasers as provided in the Transfer of Property Act, 1882, save as contracted to the contrary hereunder.
- 9.2.3 **Delivery of Possession :** Khas, vacant and peaceful possession of the Said Flat has been handed over by the Landowners/Vendors and Developer/Confirming Party to the Purchasers, which the Purchasers admit, acknowledge and accept.
- 9.2.4 **Outgoings :** All statutory revenue, cess, taxes, surcharges, outgoings and levies of or on the Said Flat relating to the period till the date of this Conveyance, whether as yet demanded or not, shall be borne, paid and discharged by the Landowners/Vendors and Developer/Confirming Party with regard to which the Landowners/Vendors and Developer/Confirming Party hereby indemnify and agree to keep the Purchasers fully and comprehensively saved, harmless and indemnified.
- 9.2.5 **Holding Possession :** The Landowners/Vendors and Developer/Confirming Party hereby covenant that the Purchasers and their heirs, executors, administrators, representatives and assigns, shall and may, from time to time, and at all times hereafter, peacefully and quietly enter into, hold, possess, use and enjoy the Said Flat and every part thereof and receive rents, issues and profits thereof and all other

benefits, rights and properties hereby granted, sold, conveyed, transferred, assigned and assured or expressed or intended so to be unto and to the Purchasers, without any lawful eviction, hindrance, interruption, disturbance, claim or demand whatsoever from or by the Landowners/Vendors and Developer/Confirming Party or any person or persons lawfully or equitably claiming any right or estate therein from under or in trust from the Landowners/Vendors and Developer/Confirming Party.

9.2.6 **No Objection to Mutation :** The Landowners/Vendors and Developer/Confirming Party declare that the Purchasers can fully be entitled to mutate their names in the record of the concerned authority/authorities and to pay tax or taxes and all other impositions in their own names. The Landowners/Vendors and Developer/Confirming Party undertake to co-operate with the Purchasers in all respect to cause mutation of the Said Flat in the name of the Purchasers and in this regard shall sign all documents and papers as required by the Purchasers.

9.2.7 **Further Acts :** The Landowners/Vendors and Developer/Confirming Party hereby covenant that the Landowners/Vendors and Developer/Confirming Party or any person claiming under them, shall and will from time to time and at all times hereafter, upon every request and cost of the Landowners/Vendors and Developer/Confirming Party and/or their successors-in-interest, does and executes or cause to be done and executed all such acts, deeds and things for further or more perfectly assuring the title of the Said Property.

THE FIRST SCHEDULE ABOVE REFERRED TO
[Description of the Total Plot of Land & Premises]

ALL THAT piece and parcel of Bastu land measuring **7 (Seven) Cottahs be the same a little more or less equivalent to 12 (Twelve) Decimals more or less** [but in physical measurement of the said land is found 7 (Seven) Cottahs 4 (Four) Chittacks 16 (Sixteen) sq.ft. more or less], lying and situated at **Mouza - Jatragachi**, J.L. No. 24, Re. Sa. No. 195, Touzi No. 194, Hal Touzi No. 10, Pargana

- Kalikata, P.S. formerly Rajarhat thereafter New Town now Eco Park, comprised in C.S. Dag No. 882, **R.S./L.R. Dag No. 1021**, under C.S. Khatian No. 322, **R.S. Khatian No. 361, L.R. Khatian No. 1426 (in the name of Dolly Mondal, Landowner herein)**, A.D.S.R.O. formerly Bidhannagar, Salt Lake City now Rajarhat, New Town, within the local limit of Jyangra Hatiara 2 No. Gram Panchayet, in the District North 24 Parganas, Pin - 700157, in the State of West Bengal. The said plot of land is butted and bounded as follows :-

ON THE NORTH : R.S. Dag No. 1014.
 ON THE SOUTH : R.S. Dag No. 1022.
 ON THE EAST : R.S. Dag No. 1010.
 ON THE WEST : 17 ft. Wide Road.

THE SECOND SCHEDULE ABOVE REFERRED TO

[Description of Flat]

[Sold Property/Said Property]

ALL THAT piece and parcel of one independent and complete Tiles flooring residential flat, being **Flat No. ‘.....’**, on the **Floor**, **Side**, measuring **Square Feet be the same a little more or less of super built up area**, consisting Bed Rooms, One Drawing-cum-Dining, One Kitchen, Toilets & Balcony, lying and situate in the said building/complex namely **“TIRUPATI GREEN TOWER”**, situated at Jatragachi, P.O. Hatiara, P.S. New Town (now Eco Park), (under Jyangra Hatiara 2 No. Gram Panchayet), Kolkata - 700157, District North 24 Parganas, West Bengal, lying and situated on the said plot of land, which is morefully described in the First Schedule hereinbefore written, together with undivided proportionate share of land, common areas, common amenities, common facilities of the said property, lying in the said building. A Floor Plan of the said flat is enclosed herewith and the said floor plan is/will be treated as part and parcel of this present Deed of Conveyance.

THE THIRD SCHEDULE ABOVE REFERRED TO

[Common Portions]

Building Level :

:: Lobbies on all floors and staircase of the Said Building.

- :: Lift machine room and lift well of the Said Building.
- :: Water reservoirs/tanks of the Said Building.
- :: Water supply, pipeline in the Said Building (save those inside any Unit).
- :: Drainage and sewage pipeline in the Said Building (save those inside any Unit).
- :: Wiring, fittings and accessories for lighting of lobbies, staircase and other common portions of the Said Building.
- :: Space for Electricity meters.
- :: Ultimate roof of the building will be treated as common space.

Complex Level :

- :: Water Treatment Plant & 24 hour water supply arrangement.
- :: Water pump/s and motor/s.
- :: Central drainage and sewage pipeline and connection with Panchayet Authority.
- :: Wiring, fittings and accessories for lighting of common portions.
- :: Installations for receiving and distributing electricity from supply agency.
- :: Boundary walls and main gates.
- :: CC TV, 24 hours security arrangement facility.
- :: Community Hall, Gym & Power Back-up.
- :: Other such common areas, fittings and installations as may be specified by the developer to be common areas fittings and installations/equipments.

THE FOURTH SCHEDULE ABOVE REFERRED TO
[Specifications]

1. STRUCTURE : Building designed with R.C.C. Frame structure which rest on individual column, design approved by the competent authority.
2. EXTERNAL WALL : 8" thick brick wall and plastered with cement mortar.
3. INTERNAL WALL : 3" thick brick wall and plastered with cement mortar.
4. FLOORING : Flooring is of flat will be of Floor Tiles.
5. BATH ROOM : Bath room fitted upto 5'-6" height with glazed tiles of standard brand.
6. KITCHEN : Cooking platform and sink will be of Black stone 3' height standard tiles above the platform to protect the oil spot.

7. TOILET : European type commode with standard P.V.C. Cistern. All fittings are in standard type. One wash hand basin is in dining space.
8. DOORS : Sal Wood Frame. All doors including Main Door & Other door palla of the flat of flash door.
9. WINDOWS : Alluminium Sliding.
10. WATER SUPPLY : Water supply around the clock is assured for which necessary submartible pump/deep tube well will be installed.
11. PLUMBING : Toilet concealed wiring with PVC Pipe with two bibcock, one shower each in toilet, all fittings are standard quality.
12. LIFT : Four/Five persons capacity lift will be provided.

ELECTRICAL WORKS :

1. Full concealed wiring with copper conduit.
2. In Bed Room : Two light points, only one 5 amp. plug point, one fan point.
3. Living/Dining Room : Two light points, One Fan point, one 5 amp. plug, one 15 amp. plug (as per required area).
4. Kitchen : One light point, one exhaust fan point and one 15 amp. plug point & one Acquaguard Point.
5. Toilet : One light point, one 15 amp. plug point, one exhaust fan point.
6. One light point at main entrance.
7. Calling Bell : One calling bell point at the main entrance.

PAINTING :

- a) Inside wall of the flat will be finished with plaster of paris/putty and external wall with super snowcem or equivalent.
- b) All door and windows frame painted with two coats white primer.

EXTRA WORK : Any work other then specified above would be regarded as extra work for which separate payment is required.

THE FIFTH SCHEDULE ABOVE REFERRED TO

[Common Expenses / Maintenance Charges]

1. Common Utilities : All charges and deposits for supply, operation and maintenance of common utilities.

2. Electricity : All charges for the electricity consumed for the operation of the common machinery and equipment of the said Building/Complex.
3. Association : Establishment and all other capital and operational expenses of the Association.
4. Litigation : All litigation expenses incurred for the common purposes and relating to common use and enjoyment of the common portions.
5. Maintenance : All costs for maintaining, operating, replacing, repairing, white-washing, painting, decorating, re-decorating, re-building, re-constructing, lighting and renovating the common portions [including the exterior or interior (but not inside any unit) walls of the said Building/Complex].
6. Operational : All expenses for running and operating all machinery, equipments and installations comprised in the common portions, including lifts, changeover switches, pumps and other common installations including their license fees, taxes and other levies (if any) and expenses ancillary or incidental thereto and the lights of the common portions.
7. Rates and Taxes : Municipal Tax, Surcharge, Water Tax and other levies in respect of the said Building save those separately assessed on the buyer/s.
8. Staff : The salaries of and all other expenses on the staff to be employed for the common purposes, viz. manager, caretaker, clerks, security personnel, liftmen, sweepers, plumbers, electricians, etc. including their perquisites, bonus and other emoluments and benefits as decided by the members of the association of the building/complex.

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

SIGNED, SEALED AND DELIVERED

by the parties at Kolkata

In presence of :-

1.

Sandip Das

Sanjoy Chowdhury
As Constituted Attorney of
Dolly Mondal
Landowner/Vendor

.....

.....

Purchasers

Sandip Das

Sanjay Chowdhury
Partners of Tirupati Construction
Developer

MEMO OF CONSIDERATION

Received on or before executing this present Agreement, a sum of
Rs...../- (Rupees) only as part of the
total consideration of the said flat, which is morefully mentioned in the Second

Schedule herein above written, from the above named Purchaser, as per Money Receipt given to the Purchaser, as follows :-

<u>Transfer/Cheque No.</u>	<u>Date</u>	<u>Bank's Name</u>	<u>Amount</u>
.....			
TOTAL :			
Rs.....			

Witnesses :-

1.

2.

Sandip Das

Sanjay Chowdhury
Partners of Tirupati Construction
Developer

For TIRUPATI CONSTRUCTION

Sanjay
Partner