

DEED OF CONVEYANCE

THIS DEED OF CONVEYANCE is made on this the _____ day of _____, Two Thousand

Twenty Five (2025) of Christian Era;

BETWEEN

1) SMT. GAGAN ARORA, (PAN: ACRPA8488K & AADHAAR NO. 5876 2871 1562) (MOBILE NO. 98304 52453), wife of Sri Rajendra Arora, by faith - Hindu, by Nationality -Indian by occupation-Retired, residing at 133, Motilal Gupta Road, Post Office - Barisha, Police Station - Haridevpur, Kolkata 700008, District: South 24 Parganas, West Bengal, India, **2) GAURAV KHANNA (HUF). (PAN: AAGHG4917A, Represented by its Karta SRI GAURAV KHANNA, (PAN: AKTPK7726N & AADHAAR NO.8875 9938 2266) (MOBILE NO. 90517 11517)**, son of Sri Sudip Kumar Khanna, by faith Hindu, by Nationality Indian, by occupation-Business, residing at 629, Diamond Harbour Road, Post Office and Police Station - Behala, Kolkata-700034, District: South 24-Parganas, West Bengal, India, and **3) SRI GAURAV KHANNA, (PAN: AKTPK7726N & AADHAAR NO.8875 9938 2266) (MOBILE NO. 90517 11517)**, son of Sri Sudip Kumar Khanna, by faith Hindu, by Nationality Indian, by occupation-Business, residing at 629, Diamond Harbour Road, Post Office and Police Station - Behala, Kolkata-700034, District: South 24-Parganas, West Bengal, India, represent by its joint Partners namely - **1) MR.NISHANT KHEMKA, (PAN. AOOPK7691H & AADHAAR NO- 5501 0734 8592) (MOBILE NO. 98301 91000)** son of Sri Ashok Kumar Khemka, by occupation – Business, by Religion – Hindu, at present residing at 6C, Middleton Street, Gulmohr Building, Flat No. 64, Post :Middleton Row, Police Station: Shakespeare Sarani, Kolkata 700 071, and **2) MR. SAKET SUTODIYA, (PAN. ARVPS6336B & AADHAAR NO- 3509 1532 7183) (MOBILE NO. 98313 77007)** son of Sri Bimal Sutodiya, by occupation – Business, by Religion – Hindu, residing at 9/S, Block-A, New Alipore, Kolkata-700053, in the District – 24 Parganas (South) West Bengal, India, appointed by the strength of a **"Development Power of Attorney"**, dated 12th day of December, 2023, which was duly registered at the office of the District Sub-Registrar II at Alipore, which was duly recorded in Book No. I, Volume No. 1602-2023, Page from 629043 to 629068, Being No. 1602-17410 for the year hereinafter called and referred to as the **"OWNERS/FIRST PARTIES"** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their respective heirs, executors, administrators, legal representatives and assigns) of the **FIRST PART**.

AND

M/S. NS ENTERPRISES, (PAN NO. AAVFN0896Q) (GST NO. 19AAVFN0896Q1ZY) a Partnership Firm, having its registered office at 6C, Middleton Street, Kolkata 700 071, Post: Middleton Row, Police Station: Shakespeare Sarani, West Bengal, India, represent by its joint Partners namely - **1) MR.NISHANT KHEMKA, (PAN. AOOPK7691H & AADHAAR NO- 5501 0734 8592) (MOBILE NO. 98301 91000)** son of Sri Ashok Kumar Khemka, by occupation – Business, by Religion – Hindu, at present residing at 6C, Middleton Street, Gulmohr Building, Flat No. 64, Post :Middleton Row, Police Station: Shakespeare Sarani, Kolkata 700 071, and **2) MR. SAKET SUTODIYA, (PAN. ARVPS6336B & AADHAAR NO- 3509 1532**

7183) (MOBILE NO. 98313 77007) son of Sri Bimal Sutodiya, by occupation – Business, by Religion – Hindu, residing at 9/S, Block-A, New Alipore, Kolkata-700053, in the District – 24 Parganas (South) West Bengal, India, hereinafter called and referred to as the **"DEVELOPER/CONFIRMING PARTY"** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his heirs, administrators, legal representatives, successors, successors-in-office and/or assigns) of the **SECOND PART.**

AND

_____ (**PAN:** _____ **& AADHAAR NO.** _____ **& DATE**
OF BIRTH. _____) (**MOBILE NO.** _____) son/daughter/wife of
_____, by Occupation – _____, by faith – Hindu/ Christian/Muslim, by
Nationality - Indian, residing at _____, _____ Road, Post: _____, Police Station:
_____, Kolkata - _____, West Bengal, India, hereinafter solely/jointly called and referred to as
the **"PURCHASER/S"** (which term or expression shall unless excluded by or repugnant to the subject or
context be deemed to mean and include h is/her/their respective heirs, executors, administrators, legal
representatives and assigns) of the **THIRD PART:**

**The Promoter and Allottee shall hereinafter collectively be referred to as the "Parties"
and individually as a "Party".**

WHEREAS:

LOT "A"

1. One **Sri Nandalal Matali alias Ghosh** and **Sri Dulal Chandra Matali alias Ghosh**, both sons of Late Santosh Kumar Ghosh and their mother **Smt. Nalini Bala Dasi** and other co-owners were jointly seized and possessed of land measuring **8 Cottahs 1 Chittak 44 Square Feet** out of 21 decimals land out of the total land measuring **53 Decimals**, lying and situated at **Mouza- Behala, J.L. No.2, R.S. No.83, Touzi No.346, Pargana: Magura, comprising C.S. Dag No. 6806/7387, thereafter 7387, appertaining to C.S. Khatian No.476 under Police Station: Behala, in the District: 24-Parganas** and the said land duly recorded under **R.S. Khatian No.476 in R.S. Dag No.9459, Danga Land measuring 7 Cottahs 8 Chittaks 37 Square feet** out of 21 decimals land and other land inherited after demise of Santosh Kumar Ghosh and they were jointly executed and registrar a **Deed of Partition on 15-07-1957** and the said **Deed of Partition** was duly registered in the office of the **Alipore Sadar** and recorded in **Book No.1, Volume No.94, Pages from 117 to 127, Being No.5934, for the year 1957** and the said **Nandalal Matali alias Ghosh, Dulal**

Chandra Matali alias Ghosh and their mother Nalini Bala Dasi jointly got the property of "GA" Schedule of the said Partition Deed.

2. By virtue of said **Deed of Partition dated 15-07-1957**, the said **Nandalai Matali alias Ghosh, Dulal Chandra Matali alias Ghosh and their mother Nalini Bala Dasi** became full and absolute joint Owners of Land measuring **7 Cottahs 8 Chittaks 37 Square feet** out of **13 decimals out of 21 decimals land**, Lying and situated at **Behala, District: 24-Parganas** and the said **Nandalai Matali alias Ghosh, Dulal Chandra Matali alias Ghosh and their mother Nalini Bala Dasi** duly mutated their joint names before the **South Suburban Municipality under Ward No.5 being Premises No.78/95, Fakir Para Road** now within the limits of the **Kolkata Municipal Corporation under Ward No. 128, being Municipal Premises No.78, Fakir Para Road, Police Station Behala, District: South 24-Parganas** and the said the said **Nandalai Matali alias Ghosh** was the Owner of **1/3rd share i.e. 4-1/3 decimals out of 13 decimals out of 21 decimals land** under **R.S. Khatian No. 476 in R.S. Dag No. 9459 at Mouza: Behala** and the said **Nandalai Matali alias Ghosh** was seized and possessed of the aforesaid **Danga Land**.

3. Thus the said **Nandalai Matali alias Ghosh** by a **Deed of Conveyance** duly registered on **10/09/1999**, sold, transferred and conveyed of **ALL THAT** piece and parcel of Danga land measuring **4-1/3 decimals i.e. 2 Cottahs 5 Chittaks 18 Square Feet** out of **13 decimals out of 21 decimals land**, lying and situated at **Mouza- Behala, J.L. No.2, R.S. No.83, Touzi No.346, Pargana: Magura, comprising C.S. Dag No. 6806/7387, thereafter 7387, R.S. Dag No.9459, appertaining to C.S. & R.S. Khatian No.476, under South Suburban Municipality under Ward No.5 being Premises No.78/95, Fakir Para Road** now within the limits of the **Kolkata Municipal Corporation under Ward No. 128, being Municipal Premises No.78, Fakir Para Road, Police Station Behala, District: South 24- Parganas** unto in favour of one **SMT. GAGAN ARORA** and the said **Deed of Conveyance** duly registered in the office of the **A.D.S.R. Behala** and duly recorded in **Book No. I, Volume No.10, Pages from 215 to 222, Being Deed No. 588 for the year 2000**.

4. After the aforesaid purchased, the said **SMT. GAGAN ARORA**, had been mutated and recorded in the office of the **B.L. & L.R.O. Behala, South 24-Parganas** in respect of her said **Danga Land** measuring **2 Cottahs 5 Chittaks**, instead of **(2 Cottahs 5 Chittaks 18 Square Feet)** be the same a little more or less out of **13 decimals out of 21 decimals land** in **Dag No. 9459, Khatian No. 476, J.L. No.2, Mouza- - Behala, P.S. Behala, District: South 24-Parganas** vide **Order dated 23/03/2015, Mutation Case No. Mut/508/T.M.B./2015**.

5. Thereafter said **SMT. GAGAN ARORA**, filed an application before the office of the concern **B.L. & L.R.O. for conversion of the aforesaid Danga Land To Bastu Land** in respect of her Land measuring **2**

Cottahs 5 Chittaks, lying and situated at Mouza- Behala, J.L. No.2, R.S. No.83, Touzi No.346, Pargana: Magura, comprising C.S. Dag No. 6806/7387, thereafter 7387, R.S. & L.R. Dag No.9459, appertaining to C.S., R.S. & L.R. Khatian No.476, Police Station - Behala, District: South 24-Parganas vide Case No. 1533 dated 12-06- 2017 and the said B.L & L.R.O. Authority issued a Conversation Certificate in favour of the SMT. GAGAN ARORA on 15-09-2017 vide Memo NO.1/2575/S/T. M. Behala/2017.

6. The said SMT. GAGAN ARORA, owner of the aforesaid property by way of purchase duly mutated in her name in the record of the Kolkata Municipal Corporation being **Premises No.78, Fakir Para Road and the aforesaid premises renumbered as Premises No. 250, Fakir Para Road, Police Station: Behala, within the limits of the Kolkata Municipal Corporation, Ward No.128 vide K.M.C. Assessee No.41-128-09-0207-3 District: South 24- Parganas** and the said SMT. GAGAN ARORA, peacefully enjoying the aforesaid property and paying taxes regularly off the authority concern.

LOT "B"

7. By virtue of said **Deed of Partition dated 15-07-1957**, the said **Nandalal Matali alias Ghosh, Dulal Chandra Matali alias Ghosh** and their mother **Nalini Bala Dasi** became full and absolute Owners of land measuring **7 Cottahs 8 Chittaks 37 Square Feet** out of 13 decimals out of 21 decimals land, lying and situated at **Mouza- Behala, J.L. No,2, R.S. No.83, Touzi No.346, Pargana: Magura, comprising C.S. Dag No. 6806/7387, thereafter 7387, R.S. Dag No.9459, appertaining to C.S. Khatian No.476, R.S. Khatian No.476, Police Station: Behala, District: 24- Parganas** and the said **Nandalal Matali alias Ghosh, Dulal Chandra Matali alias Ghosh** and their mother **Nalini Bala Dasi** duly mutated their joint names before the **South Suburban Municipality under Ward No. 5 being Premises No.78/95, Fakir Para Road** now within the limits of the Kolkata Municipal Corporation under **Ward No. 128, being Municipal Premises No. 78, Fakir Para Road, Police Station: Behala, District South 24-Parganas.**

8. The said **Nalini Baia Dasi** making and publishing her **Will dated 12/07/78** and the said **Will** duly registered in the office of the **A.D.S.R. Behala** and recorded in **Book No. III, Volume No.2, Pages 72 to 74, Being No.36 for the year 1978** and the said **Nalini Bala Dasi** under the said **Will** bequeathed of her **1/3rd** share out of total property to and unto her son **Sri Dulal Chandra Matali alias Ghosh** and she was appointed her son **Sri Dulal Chandra Matali alias Ghosh** as the sole executor in the said **Will** and on **07/10/1983**, the said mother **Nalini Bala Dasi** duly execute and registrar a **Codicil** and the said **Codicil** duly registered in the office of the **A.D.S.R. Behala** and recorded in **Book No. III, Being No. 40 for the year 1980.**

9. The said **Dulal Chandra Matali alias Ghosh** after demise of his mother said **Nalini Bala Dasi**, the said executor of the said **Will and Codicil** duly applied for **Probate before the Ld. District Judge at Alipore**

vide Case No.264 for the year 1986 and the said probate case was challenge or contest and thereafter filed Original Suit before the District Judge at Alipore and the said Original Suit transferred to the Ld. 5th Additional District Judge at Alipore vide Original Suit No.3 of 1988 and after hearing the said Original Suit finally disposed on 03/12/1991 of the said Will and Codicil grant probate in favour of said Dulal Chandra Matali alias Ghosh.

10. *After getting probate of the said Will and Codicil of his mother's Nalini Bala Dasi's 1/3rd Share in Mouza- - Behala, C.S. Dag No. 6806/7387, thereafter 7387. R.S. Dag No.9459, C.S. & R.S. Khatian No.476, land measuring 12½ decimals out of 21 decimals land and the said Dulal Chandra Matali alias Ghosh became the absolute Owner of his mother's 1/3rd Share and his 1/3rd Share i.e. 2/3rd share i.e. 5 Cottahs 25 Square Feet Danga land.*

11. *The said Dulal Chandra Matali alias Ghosh by a Deed of Conveyance duly registered on 10/09/1999 sold, transferred and conveyed of ALL THAT piece and parcel of Danga land measuring 8-1/4 Decimals i.e. 5 Cottahs 25 Square Feet out of 12 decimals out of 21 decimals land, lying and situated at Mouza- Behala, J.L. No.2, RS. No 83, Touzi No.346, Pargana: Magura, comprising C.S. Dag No. 6806/7387, thereafter 7387, R.S. Dag No.9459, appertaining to C.S. & R.S. Khatian No.476, under South Suburban Municipality under Ward No.5 being Premises No.78/95, Fakir Para Road now within the limits of the Kolkata Municipal Corporation under Ward No. 128, being Municipal Premises No. 78, Fakir Para Road, Police Station: Behala, District: South 24-Parganas unto in favour of one SMT. RANJANA KHANNA and the said Deed of Conveyance duly registered in the office of the A.D.S.R. Behala and duly recorded in Book No.1, Volume No, 10, Pages from 207 to 214, Being Deed No. 587 for the year 2000.*

12. *By another Deed of Conveyance duly registered on 10/09/1999 the said Nandalal Matali alias Ghosh sold, transferred and conveyed of ALL THAT piece and parcel of Danga land measuring ¼ decimal i.e. 2 Chittaks 39 Square Feet out of 13 decimals out of 21 decimals land, lying and situated at Mouza- Behala, J.L. No.2, R.S. No.83, Touzi No.346, Pargana: Magura, comprising C.S. Dag No. 6806/7387, thereafter 7387, R.S. Dag No.9459, appertaining to C.S. & R.S. Khatian No.476, under South Suburban Municipality under Ward No.5 being Premises No.78/95, Fakir Para Road now within the limits of the Kolkata Municipal Corporation under Ward No. 128, being Municipal Premises No.78, Fakir Para Road, Police Station: Behala, District South 24-Parganas unto in favour of said SMT. RANJANA KHANNA wife Sri Sudip Kumar Khanna, residing at 629, Diamond Harbour Road, Post Office and Police Station - Behala, Kolkata-700034, District: South 24-Parganas, West Bengal, India, and the said Deed of Conveyance duly registered in the office of the A.D.S.R. Behala and duly recorded in Book No.1, Volume No.25, Pages from 195 to 200, Being Deed No. 1206 for the year 2000.*

13. By way of aforesaid two **Deed of Conveyances** the said **SMT. RANJANA KHANNA** became the absolute Owner of **ALL THAT** piece and parcel of total Danga land measuring **5 Cottahs 3 Chittaks 19 Square Feet** more or less out of 13 decimals out of 21 decimals land, lying and situated at **Mouza-Behala, J.L. No.2, R.S. No.83, Touzi No.346, Pargana: Magura, comprising C.S. Dag No. 6806/7387, thereafter 7387, R.S. Dag No. 9459, appertaining to C.S. & R.S. Khatian No.476, under South Suburban Municipality under Ward No.5 being Premises No.78/95, Fakir Para Road** now within the limits of the Kolkata Municipal Corporation under **Ward No.128, being Municipal Premises No.78, Fakir Para Road, Police Station: Behala, District South 24-Parganas.**

14. After the aforesaid purchase by two **Deed of Conveyance** the said **SMT. RANJANA KHANNA**, had been mutated and recorded in the office of the **B.L. & L.R.O. Behala, South 24-Parganas** in respect of her said Danga land measuring about **5 Cottahs 2 Chittaks 39 Square Feet** instead of (**5 Cottahs 3 Chittaks 19 Square Feet**) more or less out of 13 decimals out of 21 decimals land in **Dag No.9459, Khatian No.476, J.L. No.2, Mouza- Behala, P.S. Behala, District: South 24-Parganas vide Order dated 09/02/2015, Mutation Case No. Mut/17/T.M.B./2015.**

15. Thereafter said **SMT. RANJANA KHANNA**, filed an application before the office of the concern **B.L. & L.R.O.** for conversation of the aforesaid **Danga Land To Bastu Land** in respect of her land measuring **5 Cottahs 2 Chittaks 39 Square Feet**, lying and situated at **Mouza- Behala, J.L. No.2, R.S. No.83, Touzi No.346, Pargana: Magura, comprising C.S. Dag No. 6806/7387, thereafter 7387, R.S. & L.R. Dag No.9459, appertaining to C.S., R.S. & LR. Khatian No.476, Police Station: Behala, District: South 24-Parganas vide Case No. 1447 dated 7-06-2017** and the said **B.L. & L.R.O.** Authority issued a conversation certificate in favour of the **SMT. RANJANA KHANNA** on **21-11-2017 vide Memo No.1/3035/S/T.M., Behala/2017.**

16. The said **SMT. RANJANA KHANNA**, the **Owner** of the aforesaid property by way of purchase in **two Deed of conveyance** duly mutated in her name in the record of the Kolkata Municipal Corporation being **Premises No. 78, Fakir Para Road** and the aforesaid premises renumbered as **Premises No. 251, Fakir Para Road, Police Station: Behala**, within the limits of the Kolkata Municipal Corporation, **Ward No. 128 vide K.M.C. Assessee No. 41-128-09-0208-5, District: South 24-Parganas** and the said **SMT. RANJANA KHANNA**, peacefully enjoying the aforesaid property and paying taxes regularly off the authority concern.

17. In pursuance to the above, the said **SMT. GAGAN ARORA**, became the absolute Owner of **ALL THAT** piece and parcel of Bastu land measuring **2 Cottahs 5 Chittaks 18 Square Feet** more or less within the limits of the Kolkata Municipal Corporation under **Ward No. 128. being Municipal Premises No. 250, Fakir Para Road, P.S. Behala now Parnasree, Kolkata-700034, vide K.M.C. Assessee No. 41-128-09-**

0207-3, District - South 24-Parganas and SMT. RANJANA KHANNA, became the absolute Owner of ALL THAT piece and parcel of Bastu land measuring 5 Cottahs 3 Chittaks 19 Square Feet more or less within the limits of the Kolkata Municipal Corporation under **Ward No. 128, being Municipal Premises No. 251, Fakir Para Road, P.S. Behala now Parnasree, Kolkata - 700034, vide K.M.C. Assessee No. 41-128-09-0208-5, District South 24-Parganas and the said SMT. GAGAN ARORA and SMT. RANJANA KHANNA, while seized and possessed of the respective adjacent premises and they have amicably settled for better enjoyment of their respective adjacent premises into a single premises with a view to joining the said adjacent to premises and they jointly executed a Deed of Exchange between themselves and they have exchange containing an area more or less **4 Chittaks each of their respective premises with a mark as Lot - A & Lot-B of the said Deed of Exchange and the said Deed of Exchange executed and registered on 08.06.2005 in the office of the A.R.A.-I, Kolkata and duly recorded in Book No.1, Volume No. 1901-2005, Page From 1 to 14, Being Deed No. 1901-05237, for the year 2005.****

18. After executed and registered of the aforesaid Deed of Exchange, the said SMT. GAGAN ARORA, and SMT. RANJANA KHANNA, duly mutated of their respective premises being Premises No.250, Fakir Para Road, vide K.M.C. Assessee No. 41-128-09-0207- 3 and Premises No. 251, Fakir Para Road, vide K.M.C. Assessee No. 41-128-09-0208-5 before the Kolkata Municipal Corporation as a Single premises after amalgamation the said adjacent premises recorded as Premises No. 250, Fakir Para Road (including Premises No.251), vide K.M.C. Assessee No. 41-128-09-0207-3, within the limits of the Kolkata Municipal Corporation, Ward No. 128, P.S. Behala, Kolkata - 700034, District: South 24-Parganas and they have paying corporation taxes in their joint names of their said premises.

LOT-C

19. By way of inheritance **Gopal Chandra Ghosh Matali**, acquired the property and R.S. Record was finally published in the name of said **Gopal Chandra Ghosh Matali** son of Late Tarak Chandra Ghosh Matali, comprised in Mouza- Gangarampore, P.S. Behala, District: 24-Parganas (South), R.S. Khatian No.10, Dag No.57, J.L. No.5, R.S. No. 189, Touzi No.3, Pargana: Magura, within the then South Suburban Municipality being Holding No. 18/9A, Fakir Para Road measuring an area 3 (Three) Katha 17 (Seventeen) Square feet of Bastu land more or less with 8' feet wide common passage and paid taxes thereof and possessed thereof.

20. By a Deed of conveyance dated 13.03.1968 made between **Gopal Chandra Ghosh Matali**, therein referred to as the Vendor of the One Part and one Depali Bala Batabyal therein referred to as the Purchaser of the Other Part which was registered at A.D.S.R. Behala and recorded in Book No.1, Volume No.26, Pages from 113 to 117, Being Deed No.1460, for the year 1968, the said **Gopal Chandra Ghosh**

Matali transferred, sold, conveyed the land measuring **3 (Three) Katha 17 (Seventeen) Square Feet** more or less with 8' feet wide common passage facilities comprised in **Mouza- Gangarampore, P.S. Behala, District: 24-Parganas, R.S. Khatian No. 10, Dag No.57, J.L. No.5, R.S. No.189, Touzi No.3, Pargana: Magura, within the then South Suburban Municipality being Holding No.18/9A, Fakir Para Road to Smt. Depali Bala Batabyal and paid taxes thereof and possessed thereof.**

21. By a **Deed of Gift** (written in Bengal language) executed on **26.02.2002** and registered on **12.07.2002** made between **Smt. Depali Bala Batabyal** therein after referred to as the **Donor** of the **One Part** and **Sri Somnath Batabyal** therein referred to as the **Donee** of the **Other Part**; which was registered at **D.S.R. Alipore and recorded in Book No.1, Volume No.74, Pages from 168 to 174, Being Deed No. 3161 for the year 2002**, the said **Smt. Depali Bala Batabyal** transferred conveyed by **Deed of Gift** the land measuring three **3 (Three) Katha 17 (Seventeen) Square Feet** more or less with structure comprised in **Mouza- Gangarampore, P.S. Behala, District: 24- Parganas (South), R,S, Khatian No. 10, Dag No.57, J.L No.5, R.S. No. 189, Touzi No.3, Pargana: Magura, within the limits of the then South Suburban Municipality now Kolkata Municipal Corporation, Ward No. 128 being Municipal Premises No.24, Fakir Para Road, Kolkata - 700034** with 8 feet wide common passage for ingress and egress to **Somnath Batabyal** and the said **Somnath Batabyal** accepted the said **Deed of Gift** and possessed thereof and paid taxes thereof.

22. By a **Deed of Gift** (written in Bengal language) executed on **20.12.2002** and registered on **23.05.2003** made between **Somnath Batabyal** therein referred to as the **Donor** of the **One Part** and **Smt. Soma Batabyal** therein referred to as the **Donee** of the **Other Part**; which was registered at **A.D.S.R. at Behala and recorded in Book No.1, Volume No.73, Pages from 89 to 94, Being Deed No. 3213, for the year 2003**, the said **Somnath Batabyal** executed a **Deed of Gift** in favour of **Soma Batabyal** the land measuring **3 (Three) Katha 17 (Seventeen) Square Feet** more or less with 8 feet wide common passage comprised in **Mouza- Gangarampore, P.S. Behala now Parnasree, District: 24- Parganas (South), R.S. Khatian No. 10, Dag No. 57, J.L. No.5, R.S. No.189, Touzi No.3, Pargana: Magura, within the limits of the Kolkata Municipal Corporation, Ward No. 128 being Municipal Premises No. 24, Fakir Para Road, Kolkata- 700034** and the said **Soma Batabyal** accepted the said **Deed of Gift** and possessed the same and mutated her names before the competent authority and paid taxes thereof.

23. That one **Title Suit** was filed before the **Ld. 2nd Civil Judge (Sr. Division) at Alipore being Title Suit No. 106/2012, and Ejectment Case No. 678/2013** between one **Sampa Chatterjee and ors. - VS - Soma Batabyal** and the Learned Court was pleased to pass an order dated **08.05.2013** and the said **Suit** is **dismissed for default.**

24. The said Smt. Soma Batabyal by a **Deed of Conveyance** duly registered on 17/07/2014 sold, transferred and conveyed of ALL THAT the said land measuring **3 (Three) Kathas 17 (Seventeen) Square Feet** more or less with 8 feet wide common passage comprised in **Mouza- Gangarampore, P.S. Behala now Parnasree, District: 24-Parganas (South), R.S. Khatian No. 10, Dag No.57, J.L. No.5, R.S. No.189, Touzi No.3, Pargana: Magura**, within the limits of the **Kolkata Municipal Corporation, Ward No. 128** being **Municipal Premises No.24, Fakir Para Road, Kolkata - 700034**, unto in favour of one GAURAV KHANNA (HUF), represented by its Karta GAURAV KHANNA and the said **Deed of Conveyance** duly registered in the office of the **A.D.S.R, Behala** and duly recorded in **Book No. I, C.D. Volume No. 11, Pages from 203 to 220, Being Deed No. 07789 for the year 2014.**

25. After the aforesaid purchase, the said GAURAV KHANNA (HUF), had been mutated and recorded in the office of the **B.L. & L.R.O. Behala, South 24-Parganas** in respect of the said Bagan land measuring **3 Cottahs 17 Square Feet** more or less in **Dag No. 57, R.S. Khatian No. 10, J.L. No.5, Mouza: Gangarampore, P.S. Behala now Parnasree, District: 24 - Parganas** and the **B.L. & L.R.O. Behala, South 24-Parganas** grant the same in respect of the said Property vide **Order dated 26/03/2015, Mutation Case No. Mut/520/T.M.B./2015** and the said Property now known and numbered as **Dag No. 57, R.S. Khatian No. 10, L.R. Khatian No. 735, J.L. No.5, Mouza: Gangarampore, P.S. Behala now Parnasree, District: 24-Parganas.**

26. Thereafter said GAURAV KHANNA (HUF), filed an application before the office of the concern **B.L. & L.R.O.** for conversation of the aforesaid **Danga Land To Bastu Land** in respect of his land measuring **3 Cottahs 17 Square Feet**, lying and situated at **Dag No.57, R.S. Khatian No. 10, L.R. Khatian No. 735, J.L. No.5, Mouza: Gangarampore, P.S. Behala now Parnasree, District: 24 - Parganas** vide **Case No. CN/2021/1630/1195 dated 2.11.2021** and the said **B.L. & L.R.O.** Authority issued a **Conversation Certificate** in favour of the GAURAV KHANNA (HUF) on **8.03.2022** vide **Memo No.17/706/con. certificate/BLLRO/Kol/2022.**

GENERAL:

27. The said SMT. GAGAN ARORA, and SMT. RANJANA KHANNA, are jointly seized and possessed and well sufficient entitled of ALL THAT piece and parcel of total Bastu land measuring **7 Cottahs 8 Chittaks 37 Square Feet** more or less in **Mouza: Behala, J.L. No.2, R.S. No.83, Touzi No.346, Pargana: Magura**, comprising **C. S. Dag No. 6806/7387. R.S. & L.R. Dag No.9459, appertaining to C.S., R.S. & L.R. Khatian No.476, Police Station - Behala now Parnasree**, within the limits of the **Kolkata Municipal Corporation, Ward No. 128, being Municipal Premises No. 250, Fakir Para Road, Kolkata - 700034, District: South 24-Parganas** and the said GAURAV KHANNA (HUF), seized and possessed of the adjacent land of **3 Cottahs**

17 Square Feet more or less in Mouza: Gangarampore, J.L. No.5, R.S. No. 189, Touzi No.3, Parganas: Magura, R.S, Khatian No. 10, L.R. Khatian No. 735, Dag No.57, within the limits of the Kolkata Municipal Corporation, Ward No. 128 being Municipal Premises No.24, Fakir Para Road, Kolkata-700034, P.S. Behala now Parnasree, District: 24-Parganas (South).

28. The said **SMT. GAGAN ARORA**, **SMT. RANJANA KHANNA**, and **GAURAV KHANNA (HUF)**, are seized and possessed of their respective adjacent property total area of land measuring **10 Cottahs 9 Chittaks 01 Square Feet** more or less, as per Assessment Record of K.M.C., being Premises No. 250 & 24, Fakir Para Road, Kolkata-700034, under P.S. Behala now Parnasree, within the limits of the Kolkata Municipal Corporation, Ward No. 128, District: South 24-Parganas and they have amicably settled of their total land to develop the same through the Developer.

29. Thereafter said **SMT. RANJANA KHANNA** gifted undivided **5 Cottahs 2 Chittaks 23 Square Feet** of land and undivided structure out of their said land and structure to and in favour of the said **GAURAV KHANNA**, by virtue of a registered **DEED OF GIFT** which was duly registered on **06.09.2021** in the Office of DSR-II, at Alipore and recorded in **Book No. I, Volume No. 1602-2021, Pages from 311347 to 311370, Being Deed No. 1602-07234 for the year 2021.**

30. Similarly on **28.04.2022** the said **GAURAV KHANNA (HUF)**, gifted **4 Chittaks of Land** out of aforesaid land to and in favour of the said **SMT. GAGAN ARORA**, by virtue of a registered **DEED OF GIFT** which was duly registered at the Office of A.D.S.R. Behala and recorded at **Book No. I, Volume No. 1607-2022, Pages from 206544 to 206566, Being Deed No. 1607-06148 for the year 2022.**

31. Similarly on **23.09.2022** the said **GAURAV KHANNA (HUF)**, gifted **4 Chittaks of Land** out of aforesaid land in favour of the said **GAURAV KHANNA**, by virtue of a registered **DEED OF GIFT** which was duly registered in the **Office of DSR-II, at Alipore** and recorded in **Book No. I, Volume No. 1602-2022, Pages from 529127 to 529149, Being Deed No. 1602-13121 for the year 2022 AND** on the same day the said **GAURAV KHANNA**, gifted **4 Chittaks of Land** out of aforesaid land to and in favour of the said **GAURAV KHANNA (HUF)**, by virtue of a registered **DEED OF GIFT**, which was duly registered in the **Office of DSR-II, at Alipore** and recorded in **Book No. I, Volume No. 1602-2022, Pages from 480926 to 480946, Being Deed No. 1602-13122 for the year 2022.**

32. Owing to some mistake in the said **DEED OF GIFT** dated **23.09.2022**, which was duly registered in the **Office of DSR-II, at Alipore** and recorded in **Book No. I, Volume No. 1602-2022, Pages from 480926 to 480946, Being Deed No. 1602-13122 for the year 2022**, a Deed of Declaration was executed on **24th day of March, 2023** for rectification of the errors in the said **DEED OF GIFT** dated **23.09.2022** and the said

Deed of Declaration was registered in the Office of the **District Sub Registrar II at Alipore** and the same has been recorded there in **Book No. I, Volume No. 1602-2023, Pages from 137099 to 137109, Being Deed No. 1602-04397, for the year 2023.**

33. By strength of the aforesaid **Four Registered Gift Deeds**, the said **1) SMT. GAGAN ARORA**, wife of Sri Rajendra Arora, residing at 133, Motilal Gupta Road, Post Office - Barisha, Police Station - Haridevpur, Kolkata 700008, District: South 24 Parganas, West Bengal, India, **2) GAURAV KHANNA (HUF)**. Represented by its Karta **SRI GAURAV KHANNA**, son of Sri Sudip Kumar Khanna, residing at 629, Diamond Harbour Road, Post Office and Police Station - Behala, Kolkata-700034, District: South 24-Parganas, West Bengal, India, and **3) SRI GAURAV KHANNA**, son of Sri Sudip Kumar Khanna, residing at 629, Diamond Harbour Road, Post Office and Police Station - Behala, Kolkata-700034, District: South 24-Parganas, West Bengal, India, became the joint owners of total **Bastu Land** measuring about **10 Cottahs 09 Chittaks 01 Sq. Ft.**, be the same a little more or less, **as per Assessment Record of K.M.C.**, together with **undivided one dilapidated Structure** comprising covered area of **900 Square Feet**, lying and situated at lying and situated at **Mouza: Behala, J.L. No.2, R.S. No.83, Touzi No.346, Pargana: Magura, comprising C. S. Dag No. 6806/7387, R.S. & L.R. Dag No.9459, appertaining to C.S., R.S. & L.R. Khatian No. 476, Police Station - Behala now Parnasree, within the limits of the Kolkata Municipal Corporation, Ward No. 128, being Municipal Premises No. 250, Fakir Para Road, Kolkata - 700034, District: South 24-Parganas AND Mouza: Gangarampore, J.L. No.5, R.S. No. 189, Touzi No. 3, Parganas: Magura, R.S, Khatian No. 10, L.R. Khatian No. 735, Dag No. 57, within the limits of the Kolkata Municipal Corporation, Ward No. 128, being Municipal Premises No. 24, Fakir Para Road, Kolkata-700034, Police Station: Behala now Parnasree, District: 24-Parganas (South) AND thereafter the owners herein amalgamated the said plots into a single plot measuring about **10 COTTAHS 09 CHITTAKS 01 SQ. FT.**, be the same a little more or less, **as per Assessment Record of K.M.C.**, together with **undivided one dilapidated Structure** comprising covered area of **900 Square Feet**, mutated their names as the joint owners of the said land as the **Single Plot of Land** in the records of the Kolkata Municipal Corporation as **K.M.C. Municipal Premises No. 24, Fakir Para Road, Kolkata-700034, Police Station: Behala now Parnasree, in the District: 24-Parganas (South) vide Assesses No. 41-128-09-0022-2** and during the possession over their said property.**

34. While thus seized and possessed of the rest of Land of the said property, the present **OWNERS** have enjoying and possessing the said Property as **Lawful Joint Owners with aforesaid Co-sharers of ALL THAT** piece and parcel of a **Bastu Land** measuring about **10 Cottahs 09 Chittaks 01 Sq. Ft.**, be the same a little more or less, together with **undivided one dilapidated Structure** comprising covered area of **900**

Square Feet, lying and situated at lying and situated at **Mouza: Behala, J.L. No. 2, R.S. No. 83, Touzi No.346, Pargana: Magura, comprising C. S. Dag No. 6806/7387, thereafter 7387, R.S. & L.R. Dag No. 9459, appertaining to C.S., R.S. & L.R. Khatian No. 476, AND Mouza: Gangarampore, J.L. No. 5, R.S. No. 189, Touzi No. 3, Pargana: Magura, R.S, Khatian No. 10, L.R. Khatian No. 735, Dag No. 57, being Municipal Premises No. 24, Fakir Para Road, within local limits and jurisdiction under The Kolkata Municipal Corporation, Ward No. 128, having its Municipal Assesses No. 41-128-09-0022-2, Kolkata-700034, Police Station: Behala now Parnasree, in the District: 24-Parganas (South) and hereinafter called and referred to as the "SAID PROPERTY", free from all encumbrance, attachments, liens and lispendences.**

35. The **Parties of the First Part** and the Owners herein intend to develop the said land at the said premises and being unable to develop the said land at the said **Amalgamated Property** and looking for a Developer with experience who will be able to formulate a scheme for development of the said Property into Residential Project and disposal of the same which would be their mutual advantage and thus have agreed with the Developer to develop the same by erecting new building thereon consisting of several **Flats and Other Spaces** as per to be Plan to be sanctioned and/or approve by the **Kolkata Municipal Corporation** on the term and conditions contained herein.

36. Accordingly the **Owners/First Parties** herein approached the **Developer/Second Party** herein to construct the "BUILDING" on the said entire property after obtaining the Building Plan to be sanctioned and/or approved by the **Kolkata Municipal Corporation**.

37. The **Developer/Second Party** after discussion with the **Owners/First Parties** have agreed to undertake the development work on the said undivided PLOT OF LAND after the demolition of the **existing structure standing thereon** and as per the **Building Plan** duly sanctioned by **The Kolkata Municipal Corporation** with works specification as mentioned herein below.

38. The DEVELOPER after discussion with the OWNER have agreed to undertake the development work on the said plot of land as per Plan to be sanctioned and/or approved by The Kolkata Municipal Corporation after demolition of the Existing Building standing thereon.

39. Thereafter to avoid future complications the Owners and Developer executed and registered a **Development Agreement** on 12th day of December, 2023, which was duly registered at the office of the District Sub-Registrar II at Alipore, which was duly recorded in Book No. I, Volume No. 1602-2023, Page from 628898 to 628944, Being No. 1602-17397 for the year 2023.

40. Simultaneously said Owner executed and registered a **Development Power of Attorney in favour of the aforesaid Developer on 12th day of December, 2023**, which was duly registered at the office of the **District Sub-Registrar II at Alipore**, which was duly recorded in **Book No. I, Volume No. 1602-2023, Page from 629043 to 629068, Being No. 1602-17410 for the year 2023**.

41. Both parties views have been reduced in writing in the said **Development Agreement** mentioned above which was signed by the OWNERS and DEVELOPER/OWNER after full satisfaction and pleasure of the both parties in respect of the aforesaid **Development Agreement** without any **litigation** by others and also without any **illegal or illegitimate influence** from any corner and the said **Development Agreement** mentioned herein above is **self-explanatory**.

42. After execution of the aforesaid all **Development Agreements & Development Power of Attorneys** (respectively) in respect of the aforesaid property one strict scrutiny appeared that in the body of the above said **Development Agreement & Development Power of Attorney**, certain mistakes are there which happened to be typographical mistakes of the above deeds and some previous deeds & documents.

43. Thereafter for the aforesaid reason the said OWNERS executed two DEED OF GIFT on dated **30th day of September, 2024**, in between themselves for rectify the said **Actual Area** of the aforesaid Property **Firstly** the said SMT. RANJANA KHANNA gifted undivided **41 Square Feet** of land and undivided structure out of their said land and structure to and in favour of the said GAURAV KHANNA, by virtue of a registered DEED OF GIFT which was duly registered on **30.09.2024** in the Office of **DSR-II, at Alipore** and recorded in **Book No. I, Volume No. 1602-2024, Page from 467618 to 467637, Being Deed No. 1602-13696, for the year 2024 against Mouza: Behala, J.L. No. 2, R.S. No. 83, Touzi No. 346, Pargana: Magura, comprising C. S. Dag No. 6806/7387 thereafter 7387, R.S. & L.R. Dag No. 9459, appertaining to C.S., R.S. & L.R. Khatian No. 476, and Secondly** said SMT. GAGAN ARORA gifted **4 Chittaks** of Land out of her aforesaid land to and in favour of the said GAURAV KHANNA (HUF) which was duly registered on **30.09.2024** in the Office of **DSR-II, at Alipore** and recorded in **Book No. I, Volume No. 1602-2024, Page from 467475 to 467500, Being Deed No. 1602-13705, for the year 2024 against Mouza: Behala, J.L. No.2, R.S. No.83, Touzi No.346, Pargana: Magura, comprising C. S. Dag No. 6806/7387. R.S. & L.R. Dag No.9459, appertaining to C.S., R.S. & L.R. Khatian No.476, Police Station - Behala now Parnasree, within the limits of the Kolkata Municipal Corporation, Ward No. 128, being Municipal Premises No. 250, Fakir Para Road, Kolkata - 700034, District: South 24-Parganas ~~NOW~~ Mouza: Behala, J.L. No. 102, R.S. No. 83, Touzi No. 346, Pargana: Magura, comprising C. S. Dag No. 6806/7387 thereafter 7387, R.S. & L.R. Dag No. 9459, appertaining to C.S., R.S. Khatian No. 476, & L.R. Khatian No. 7794 ~~AND~~ Mouza: Gangarampore, J.L. No. 105, R.S. No. 189, Touzi No. 3, Pargana: Magura, R.S, Khatian No. 10, L.R.**

Khatian No. 735, Dag No. 57, being Municipal Premises No. 24, Fakir Para Road, within local limits and jurisdiction under The Kolkata Municipal Corporation, Ward No. 128, having its Municipal Assesses No. 41-128-09-0022-2, Kolkata-700034, Police Station: Behala now Parnasree, in the District: 24-Parganas (South).

44. After the aforesaid manner, the said SMT. GAGAN ARORA, had been mutated and recorded in the office of the **B.L. & LR.O. Behala, South 24-Parganas** in respect of the said Bagan land measuring 2 Cottahs 5 Chittaks 18 Square Feet more or less in **Dag No. 9459, R.S. Khatian No. 476, J.L, No.2, Mouza: Behala, P.S. Behala now Parnasree, District: 24 - Parganas** and the **B.L. & LR.O. Behala, South 24-Parganas** grant the same in respect of the said Property vide **Mutation Case No. MN/2024/1630/8658** and the said Property now known and numbered as **Dag No. 9459, R.S. Khatian No. 476, L.R. Khatian No. 7794, J.L, No.102, Mouza: Behala, P.S. Behala now Parnasree, in the District: 24- Parganas.**

45. After the aforesaid manner, the said SRI GAURAV KHANNA, had been mutated and recorded in the office of the **B.L. & LR.O. Behala, South 24-Parganas** in respect of the said Bagan land measuring 5 Cottahs 3 Chittaks 19 Square Feet more or less in **Dag No. 9459, R.S. Khatian No. 476, J.L, No.2, Mouza: Behala, P.S. Behala now Parnasree, District: 24 - Parganas** and the **B.L. & LR.O. Behala, South 24-Parganas** grant the same in respect of the said Property vide **Mutation Case No. MN/2024/1630/8659** and the said Property now known and numbered as **Dag No. 9459, R.S. Khatian No. 476, L.R. Khatian No. 11307, J.L, No.102, Mouza: Behala, P.S. Behala now Parnasree, District: 24- Parganas.**

46. Thereafter said GAURAV KHANNA, filed an application before the office of the concern **B.L. & L.R.O.** for conversation of the aforesaid **Danga Land To Bastu Land** in respect of his land measuring 5 Cottahs 3 Chittaks 19 Square Feet more or less in **Dag No. 9459, R.S. Khatian No. 476, L.R. Khatian No. 11307, J.L, No.2, Mouza: Behala, P.S. Behala now Parnasree, District: 24 - Parganas** and the **B.L. & LR.O. Behala, South 24-Parganas** vide **Case No. CN/2024/1630/3316 dated 30.10.2024** and the said **B.L. & L.R.O.** Authority issued a **Conversation Certificate** in favour of the GAURAV KHANNA on **5.12.2024** vide **Memo No.17/4150/BLLRO/KOL..**

47. Since long back, the said GAURAV KHANNA (HUF), had been mutated and recorded in the office of the **B.L. & LR.O. Behala, South 24-Parganas** in respect of the said Bagan land measuring 3 Cottahs 17 Square Feet more or less in **Dag No. 57, R.S. Khatian No. 10, J.L, No.5, Mouza: Gangarampore, P.S. Behala now Parnasree, District: 24 - Parganas** and the **B.L. & LR.O. Behala, South 24-Parganas** grant the same in respect of the said Property vide **Order dated 26/03/2015, Mutation Case No. Mut/520/T.M.B./2015** and the said Property now known and numbered as **Dag No. 57, R.S. Khatian No.**

10, L.R. Khatian No. 735, J.L. No. 105, Mouza: Gangarampore, P.S. Behala now Parnasree, District: 24-Parganas.

48. Thereafter said **M/S. NS ENTERPRISES**, a Partnership Firm, having its registered office at 6C, Middleton Street, Kolkata 700 071, Post: Middleton Row, Police Station: Shakespeare Sarani, West Bengal, India, **represent by its joint Partners namely - 1) MR.NISHANT KHEMKA**, son of Sri Ashok Kumar Khemka, residing at 6C, Middleton Street, Gulmohr Building, Flat No. 64, Post :Middleton Row, Police Station: Shakespeare Sarani, Kolkata 700 071, and **2) MR. SAKET SUTODIYA**, son of Sri Bimal Sutodiya, residing at 9/S, Block-A, New Alipore, Kolkata-700053, in the District – 24 Parganas (South) West Bengal, India,, the **DEVELOPER** of the said **ALL THAT** piece and parcel of a **Bastu Land** measuring about **10 Cottahs 09 Chittaks 09 Sq. Ft.**, be the same a little more or less, (As per all deeds calculation area) together with **undivided one dilapidated Structure** comprising covered area of **900 Square Feet**, lying and situated at **Mouza: Behala, J.L. No. 102, R.S. No. 83, Touzi No. 346, Pargana: Magura, comprising C. S. Dag No. 6806/7387 thereafter 7387, R.S. & L.R. Dag No. 9459, appertaining to C.S., R.S. & L.R. Khatian No. 476, now L.R. Khatian Nos. 7794, 11307 ~~AND~~ Mouza: Gangarampore, J.L. No. 105, R.S. No. 189, Touzi No. 3, Pargana: Magura, R.S, Khatian No. 10, L.R. Khatian No. 735, Dag No. 57, being Municipal Premises No. 24, Fakir Para Road**, within local limits and jurisdiction under **The Kolkata Municipal Corporation, Ward No. 128**, having its **Municipal Assesses No. 41-128-09-0022-2, Kolkata-700034, Police Station: Behala now Parnasree, in the District: 24-Parganas (South), West Bengal, India**, and desired to construct a Multi-Storied Building upon the said premises for disposal of its different flats/units etc. to the intending Purchaser/s for commercial gain and so the said **DEVELOPER** sanctioned building plan **vide B.S. Plan No. 2024140321, Dt. 21.03.2025 valid upto 20.03.2030**, from the **Kolkata Municipal Corporation** for construction of a Multi Storied Building upon the said **Municipal Premises No. 24, Fakir Para Road**, within local limits and jurisdiction under **The Kolkata Municipal Corporation, Ward No. 128**, having its **Municipal Assesses No. 41-128-09-0022-2, Kolkata-700034, Police Station: Behala now Parnasree, in the District: 24-Parganas (South), West Bengal, India,, West Bengal, India.**

49. Aforesaid **Development Agreements & Development Power of Attorneys** dated **12th day of December, 2023**, in respect of the aforesaid property **the total Area of the aforesaid property as 10 Cottahs 09 Chittaks 01 Sq. Ft.** (as Per KMC records) and the actual Area of the aforesaid property as **10 Cottahs 09 Chittaks 09 Sq. Ft.** (As per All Deeds areas calculation of the said Property) at **Municipal Premises No. 24, Fakir Para Road**, within local limits and jurisdiction under **The Kolkata Municipal Corporation, Ward No. 128**, having its **Municipal Assesses No. 41-128-09-0022-2, Kolkata-700034, Police Station: Behala now Parnasree, in the District: 24-Parganas (South), West Bengal, India,, West Bengal, India.**

50. The **Said Premises** is earmarked for the purpose of building a residential cum commercial project, comprising **G + 4 Storied Apartment Buildings** and the said project shall be known as "**SUDIP ENCLAVE**" ("**Project**").

51. The Promoter has registered the Project as a separate Project under the provisions of The Real Estate (Regulation and Development) Act, 2016 with the West Bengal Real Estate (Regulation and Development) Authority at Kolkata on under **Registration No.**

52. The **Promoter** has constructed and completed the G+4 storied building/project in the **Said premises**, as per Building Sanction Plan No. _____ dated _____, and the said building/project shall be known as "**SUDIP ENCLAVE**" ("**Project**").

53. The Purchaser/s had applied for an Apartment in the Project and has been allotted **Apartment No.** having **Carpet Area** of **Square Feet**, (corresponding built up area of **Square Feet**), on the **Floor**, in building, along with **nos. of Open/Covered/Mechanical Car Parking Space Being No.** (measuring **135 Square Feet**, be the same a little more less) on the **Open Space/Ground Floor** of the building, as permissible under the applicable law **TOGETHER WITH** pro rata undivided, impartible and variable share in the common areas of the Project ("**COMMON AREAS**") (hereinafter referred to as the "**APARTMENT**" more particularly described in **Schedule-"B"** hereunder written).

54. By an Agreement for Sale **dated** (hereinafter referred to as the "**AGREEMENT FOR SALE**") the Promoter agreed to sell and the Purchaser/s agreed to purchase the Apartment for the Total consideration of Rs. (Rupees) only therein and on the terms and conditions as agreed therein with full knowledge of all the laws, rules, regulations, notifications etc., applicable to the Project and their mutual rights and obligations.

A. BEFORE TAKING POSSESSION OF THE APARTMENT, THE PURCHASER/S HAS/HAVE:

- (a) seen and examined the lay out plan, specifications, amenities, facilities, fittings and fixtures provided in the Apartment, the Project, and accepted the floor plan, payment plan and the specifications, amenities and facilities which had been approved by the Competent Authority, as also the manner of construction thereof and have fully satisfied himself/herself/themselves with regard thereto and shall not make any claim or demand whatsoever against the Promoter;
- (b) been fully satisfied about the title of the Promoter to the Said premises/Project Land, the

documents relating to the title of the Said premises/Project Land, the right of the Promoter, the Plan of the Project, the materials used in the Apartment and Appurtenances, the workmanship and measurement of the Apartment, the carpet area whereof has been confirmed to the Purchaser and shall not raise any requisition about the same.

B. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:

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

- (i)*** *The Promoter has absolute, clear and marketable title with respect to the Project Land; the Promoter has requisite rights to carry out development upon the Project Land and absolute, actual physical and legal possession of the Project Land for developing the Project;*
- (ii)*** *The Owner & the Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;*
- (iii)*** *There are no encumbrances upon the Project Land or the Project;*
- (iv)*** *There are no litigations pending before any Court of law with respect to the Project Land, Project or the Apartment;*
- (v)*** *All approvals, licenses and permits issued by the competent authorities with respect to the Project, Project Land and the Apartment are valid and subsisting and have been obtained by following due process of law. Further, the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, the Project Land, the Tower/Building and the Apartment and the Common Areas (till the time the Common Areas and Facilities are transferred to the Association);*
- (vi)*** *The Promoter have not committed or omitted to perform any act or thing, whereby the right, title and interest of the Purchaser created herein, may prejudicially be affected;*
- (vii)*** *The Promoter confirm that they are not restricted in any manner whatsoever from selling the said Apartment to the Purchaser in the manner contemplated in this Deed of Conveyance;*

- (viii)** *The Project Land is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Project Land;*
- (ix)** *The Promoter have duly paid and shall continue to pay and discharge all government dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the Project to the Competent Authority till the Completion Certificate or Partial Completion Certificate, as the case may be, has been issued and the Apartment is deemed to have been handed over to the Purchaser in terms of the notice of Possession issued to the Purchaser (equipped with all the specifications, amenities and facilities).*
- (x)** *No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the Said premises) has been received by or served upon the Promoter in respect of the Project Land and/or the Project.*
- (xi)** *In pursuance of the said Agreement for sale this Deed of Conveyance is being executed by the Promoter in favour of the Purchaser/s to give effect to the transfer of the Apartment and the rights appurtenant thereto in favour of the Purchaser/s.*

I. NOW THIS INDENTURE WITNESSETH as follows:

*In pursuance of the said Agreement for Sale dated and in terms of the conditions mutually agreed upon and in total consideration of payment of the said sum of **Rs./- (Rupees.....) only**, the lawful money of the Union of India truly paid by the Purchaser/s to the Promoter on or before the execution of these presents (the receipt whereof doth hereby admit and acknowledge and/or from the same and every part thereof doth hereby acquit and forever discharge to the Purchaser/s,) the Promoter deliver and the Purchaser/s hereby taken the vacant peaceful possession of the **Said Apartment** more fully and particularly described in the **Schedule-"B"** hereunder written and the said Promoter do hereby indefeasible grant, sell, convey, transfer and assure and assign free from all encumbrances, attachments liens, charges etc. unto and in favour of the Purchaser/s **All That the Said Apartment** at the Said premises more fully and particularly described in the **Schedule-***

*"B" hereunder written together with common parts and portions, area and facilities and amenities provided thereon together with proportionate share in the land Together with right to common with other Purchasers or Owners so acquiring similar right to enjoy and possess all common passages, roof, open spaces, staircase, landing, lobbies, drains, water courses, easement advantages, liberties, rights and privileges in anywise appertaining thereto or reputed to belong to the estate right title interest claim and demand of the Promoter into and upon the Said Apartment and Said premises, the specific purchased **Said Apartment** of the Purchaser/s specifically described in the **Schedule "B"** written hereunder, free from all encumbrances charges trust, liens, claims or demand whatsoever. The Purchaser/s shall has/have full easement right over the **Said Apartment** and the common parts in common with the co-owners, Purchasers and occupiers of the said building such common being described in the **Schedule-"D"** hereunder written subject to be governed by such rights and obligations as set forth in the **Schedule-"F"** hereunder written and also subject to the Purchaser/s paying and discharging terms and impositions on the **Said Apartment** of the building and the common expenses being described in the **Schedule-"E"** in connection with the **Said Apartment** and the said building proportionately also such other expenses as may be included in the said common expenses **TO ENTER INTO AND TO HAVE AND TO HOLD OWN POSSESS AND ENJOY** the **Said Apartment** of the building constructed on the basis of the sanctioned plan, hereby granted, transferred, assured and conveyed to the Purchaser/s absolutely and forever and the Promoter do hereby covenant and agree with the Purchaser/s **THAT NOTWITHSTANDING** any act deed or things whatsoever and amenities by the Promoter or by any of its ancestors or predecessors in title done or executed or knowingly suffered to the contrary the Promoter now have good right full power and absolutely authority and indefeasible title to grant sell convey and transfer the **Said Apartment** of the said building and also the Specifications, amenities, facilities, common areas and installation, common expenses and Liabilities as described in the **Schedule-"C", Schedule-"D", Schedule-"E" and Schedule-"F"**, herein below respectively hereby grant convey sold and transferred or expressed or intended so to be unto and to the use and benefit of the Purchaser/s his/her/ their, heirs, legal representative, executors administrators, representatives, free from attachments, charges, liens, and lis pendents and that the Purchaser/s his/her/ their, heirs, legal representative, executors, administrators, representatives and assigns shall and may at all times hereinafter peaceably and quietly posses and enjoy the **Said Apartment** of the said building and receive the rents issues and profits thereof without any lawful eviction interruption claim or demand whatsoever from or by the Promoter or any person or persons claiming or having any lawful authority to claim as aforesaid **AND FURTHER THAT** the Promoter and all person having lawfully claiming any estate or interest whatsoever in the **Said Apartment** of the said building or in the said common areas and facilities and also on the land*

*underneath or any part thereof from under entrust for the Promoter from or under any of its predecessors or successors, in title shall and will from time to time and at all times hereafter at the request and cost of the Purchaser/s, his/her/their heirs, executors, administrators representatives and assigns do and execute or cause to be done and executed all such acts, deeds and things whatsoever for further and more perfectly conveying and assuring the **Said Apartment** of the said building Together With common areas and facilities and the land underneath and other parts thereof unto and to the use of the Purchaser/s and his/her/their heirs, executors, administrators representatives and assigns as may be reasonable required and that the Purchaser/s, his/her/their heirs executors, administrators representatives and assigns shall and may at all times hereafter peaceably and quietly enter into hold possess and enjoy the **Said Apartment** of the said building or every part thereof without any lawful eviction hindrance and interruption disturbance claim or demand whatsoever from or by the Promoter or any person or persons or any other apartment owners of the building at the Said premises.*

II. THE PROMOTER doth hereby covenant with the **PURCHASER/S** as follows:-

(a) THAT NOTWITHSTANDING anything hereto before done or suffered to the contrary the Promoter has good and perfect right title and interest to convey, the **Said Apartment** and the undivided proportionate share in the Said premises and all the rights privileges and appurtenances thereunto belonging and hereby sold conveyed and transferred to the Purchaser/s in the manner aforesaid and that Promoter has not done or knowingly suffered anything whereby the Said premises and the Said Apartment may be encumbered effected or imposed in estate title or interest or otherwise.

(b) There are no encumbrances charges trusts, liens, attachments claims or demands whatsoever now subsisting on the Said Apartment and Said premises and that the **Said Apartment** and Said premises is not the subject matter of any suit or litigation or proceedings and has not been offered as security or otherwise to any court or Revenue Authority.

(c) The Purchaser/s shall henceforth peacefully and quietly hold possess and enjoy the rents and profits derivable from and out of the **Said Apartment** without any claims or demands hindrance interruption or disturbance from or by the Promoter or any person or persons claiming through or under or interest for the Promoter and without any lawful hindrance interruption or disturbance by any other person or persons whomsoever.

(d) The Promoter shall at all times do and execute at the request and expenses of the Purchaser/s all such further lawful acts, deeds and things and assurances as may be reasonably required by the Purchaser/s for better and/or further effectuating and assuring the conveyance hereby made or the title of the Purchaser/s to the property made or the Purchaser/s to the Said Apartment hereby sold and conveyed.

SCHEDULE – “A” ABOVE REFERRED TO:

(TOTAL PROPERTY)

ALL THAT piece and parcel of Bastu land measuring **10 Cottahs 09 Chittaks 01 Sq. Ft.** (as Per KMC records) and the actual Area of the aforesaid property as **10 Cottahs 09 Chittaks 09 Sq. Ft.** (As per All Deeds areas calculation of the said Property) be the same a little more or less, along with a proposed Multi Storied Building named as “**SUDIP ENCLAVE**”, lying and situated at Mouza: Behala, J.L. No. 102, R.S. No. 83, Touzi No. 346, Pargana: Magura, comprising C. S. Dag No. 6806/7387 thereafter 7387, R.S. & L.R. Dag No. 9459, appertaining to C.S., R.S. & L.R. Khatian No. 476, now L.R. Khatian Nos. 7794, 11307 **AND** Mouza: Gangarampore, J.L. No. 105, R.S. No. 189, Touzi No. 3, Pargana: Magura, R.S. Khatian No. 10, L.R. Khatian No. 735, Dag No. 57, being Municipal Premises No. 24, Fakir Para Road, within local limits and jurisdiction under The Kolkata Municipal Corporation, Ward No. 128, having its Municipal Assesses No. 41-128-09-0022-2, Kolkata-700034, Police Station: Behala now Parnasree, in the District: 24-Parganas (South), with all common amenities and facilities thereto together with all easement rights, quasi-easement attached thereto **AND THE** aforesaid **TOTAL PROPERTY** butted and bounded as follows:-

ON THE NORTH : By C.S. Dag No. 7386;

ON THE SOUTH: By Partly C.S. Dag No. 7387 and Partly 8’ Feet wide Private Passage;

ON THE EAST: By Land & shed of Smt. Malati Bala Das and 8’ Feet wide Common Passage;

ON THE WEST: By 16’ Feet wide KMC Road;

SCHEDULE – “B” ABOVE REFERRED TO:

(THE SAID FLAT & CAR PARKING SPACE)

ALL THAT piece and parcel of One Self-contained Flat measuring about _____ Sq. Ft. on the _____ Floor and One Car Parking Space measuring about _____ Sq. Ft. in the Ground Floor, **Together With** impartible and variable proportionate share in the said plot of land and common portion and amenities or facilities in the said building in terms of the aforesaid sanctioned building plan of the said plot of land hereinafter called and referred to as the “**FLAT & CAR PARKING SPACE**” **TOGETHER WITH** all common portion and amenities or facilities in the said building named as “**SUDIP ENCLAVE**”, lying and situated at

*Mouza: Behala, J.L. No. 102, R.S. No. 83, Touzi No. 346, Pargana: Magura, comprising C. S. Dag No. 6806/7387 thereafter 7387, R.S. & L.R. Dag No. 9459, appertaining to C.S., R.S. & L.R. Khatian No. 476, now L.R. Khatian Nos. 7794, 11307 **AND** Mouza: Gangarampore, J.L. No. 105, R.S. No. 189, Touzi No. 3, Pargana: Magura, R.S, Khatian No. 10, L.R. Khatian No. 735, Dag No. 57, being Municipal Premises No. 24, Fakir Para Road, within local limits and jurisdiction under The Kolkata Municipal Corporation, Ward No. 128, having its Municipal Assesses No. 41-128-09-0022-2, Kolkata-700034, Police Station: Behala now Parnasree, in the District: 24-Parganas (South), with all Common Users Area & Facilities in the said building as set-out in the **SCHEDULE - D** hereunder written.*

SCHEDULE-'C'

(SPECIFICATIONS, AMENITIES & FACILITIES IN RESPECT OF PROJECT)

1. Security system comprising of CCTV,
2. Lights in common area,
3. Internal Sewer line,
4. Passenger elevator,
5. Security Room,

SCHEDULE-'D'

[PROJECT COMMON PORTIONS AND FACILITIES]

1. The foundation, columns, beams support, corridors, lobbies, stairs, stairways, landings, entrances, exits and pathways.
2. The security room with electrical wiring, switches and points, fittings and fixtures if any.
3. Windows/doors/grills and other fittings of the common area of the premises.
4. Passenger Lift of reputed brand with all machineries, accessories and equipment and lift well, Lift pit for installing the same and lift lobbies on all floors, Lift machine Room;
5. Electrical Control Panels and accessories, subject to necessary permissions.
6. Water Pump and common pumping installations for pumping of water from underground to the reservoirs on the roof.
7. Drainage and Sewerage evacuation pipes from the Units to drains and sewers common to the New Building.
8. Outer walls of the New Building, foundation walls, Boundary Walls, and Main gate to the New Building and the premises. And all paths, passages and driveways in the said premises

but other than those reserved by the Owner for its own use for any purpose and those reserved for parking or marked by the Owner exclusive to any unit or purchasers of Flat /shops/ commercial spaces.

9. Overhead Water Tank with distribution pipes there from connecting to different Units, if any, and Water inlay system from ground to Overhead reservoir.
10. CCTV
11. Such other common parts, areas, equipment, installations, fixtures, fittings, covered and open space in or about the said Premises and/or the building as are necessary for purpose or use and occupancy of the Flat /shops/ commercial space as are necessary.

SCHEDULE-F'
(COMMON EXPENSES)

MAINTENANCE : All costs and expenses for maintaining, white-washing, painting, repainting, repairing, renovating, redecorating, renewing and replacing the main structure, all the Common Areas and Installations common machineries, equipment installations and accessories for common services utilities and facilities (including the outer walls of the New Building) gutters and water pipes, drains and electric cables and wires in under or upon the New Building, staircase of the New Building and the boundary walls of the New Building.

OPERATIONAL: All expenses for running and operating, working and maintenance of all machineries, equipment, installations and accessories for common facilities and utilities (including lifts, water pump with motor etc.) and all costs of cleaning and lighting the main entrance passage, landings, staircase and other common areas of the New Building and keeping the adjoining side space in good and repaired conditions.

STAFF : The salaries of and all other expenses on the staff (including Office Manager, clerks, bill-collector, liftman, chowkidars, sweepers, caretakers, electrician plumbers and other persons) to be employed for the common purposes (including bonus and other emoluments and benefits).

ASSOCIATION : Establishment and all other expenses of the association or cooperative society (including its formation) and also similar expenses of the Owner or any agency looking after the Common Purposes until handing over the same to the Association.

TAXES : Municipal and other rates, Sales Tax, GST, Service Tax and any other Tax and levies and all other outgoings in respect of the said premises (save those assessed separately in respect of any unit).

COMMON UTILITIES : Expenses for serving/supply of common facilities and utilities and all charges incidental thereto.

RESERVES : Creation of funds for replacement, renovation and/or other periodic expenses.

OTHERS : All other expenses and/or outgoings including litigation expenses as are incurred by the Owner and/or the Association or Co-operative Society for the Common Purposes.

SCHEDULE-F

(RIGHTS & OBLIGATION OF THE PURCHASER/S)

1. That the Purchaser/s shall own and enjoy the **Said Apartment** of the said building at the Said premises along with undivided proportionate share in the Said premises together with right in common with all other persons lawfully entitled hereto all sewers, drains, water courses, and all proportionate right in respect of all the common areas mentioned in the **Schedule-D** Above written.
2. That Purchaser/s shall become and remain Member of the Society or Association to be formed by and consisting of the Owners of the Apartment of the building namely "**GAGANDEEP**" constructed in the Said premises written for the purpose of attending to safe guarding maintaining all matters and common interest like repairs white washing of the building and common colour washing or painting of the common parts of the building and repairing common passage, staircase, compound walls and all other common amenities, lifts.
3. That the Purchaser/s shall observe and perform the terms and conditions and bylaws the rules and regulations of the said Society or Association.
4. That the Purchaser/s shall use the apartment hereby sold and conveyed or any part thereof as per the purpose herein mentioned. Pursuant where of is may be or become any way, nuisance annoyance or danger to the Promoter or its successors in office or to the owners and/or the occupiers of the other apartment owners or of the owners or occupiers of any neighboring property or which may tend to depreciate the value of the Said Apartment or any part thereof as a residential property or permit the same to be used (except as aforesaid) for any other purpose.
5. That the Purchaser/s shall give the owner of the other apartments the necessary technical support for their apartment and also a right to any way over all common roads, staircase, passages etc. and shall and will be entitled to similar rights from and other owners of the said building.
6. The Purchaser/s shall has/have the right to enter into any other apartments in the said building for the purpose of affecting repair of service pipes line and portions of their apartment as may be reasonably necessitate such entry with

48 hours advance intimation of their such intended entry to the owners concerned and shall and will allow owners of other apartments such entry into their apartment areas under similar circumstances and upon having similar prior Notice in writing.

- 7. The Purchaser/s shall be liable to pay directly to KMC/municipality and/or other appropriate authorities or contribute in proportion to the floor area of the Said Apartment towards in the account of payment of taxes and other outgoings payable in respect of the said plot of land and/or the premises and in cases where the said payment shall not be made directly to the KMC/municipality and/or statutory authorities as aforesaid same shall be made by the Purchasers to the Promoter and the Promoter retains such authority and upon its formation to the Associations or Society of the Purchasers of the undivided proportionate share in the Said premises and thus becoming owners of the several apartments in the building and in defaults shall be liable for payment thereof with costs of litigation being sued by the Promoter or the Association or Society as the case may be. The Purchaser/s shall mutate his/her/their name in the records of local Municipal authority in respect of his/her/their apartment and proportionate share of land.*
- 8. The Association of the Apartment owner shall be formed by the Purchaser/s herein, with other apartment owners in the building and submit the building to the provision of West Bengal Apartment Ownership Act, 1972 and that the Purchaser/s shall and will sign and execute all respective forms returns declarations and documents as may be from time to time become necessary.*
- 9. The Purchaser/s shall has/have the full proprietary rights on the Said Apartment more fully described in the **Schedule-B** herein above written together with undivided proportionate share of land, the Purchasers shall be entitled to sell mortgage, let out lease out or transfer in any way permitted by laws without requiring to have or seek any consent for the purpose from the Promoter or any other owners or owners of the apartment areas other than their own contained in the said Building.*
- 10. The Purchaser/s undivided interest in the said soil or land and shall remain joint forever with the owners of other apartment owners of the said building and it being hereby further declare that the interest in the said soil or the Said premises is impartible.*
- 11. The Purchaser/s shall not in any case damage the main structural wall of the said building which may be prejudicial to the interest of the other apartment owners.*
- 12. The Purchaser/s shall not decorate the exterior portion of the Said Apartment otherwise than in the manner in writing by the committee.*

IN WITNESS WHEREOF all the Party have hereunto set and subscribed their respective hands and seals the day month and year first above written.

SIGNED SEALED AND DELIVERED

At Kolkata In The Presence of:-

WITNESSES:-

1.

2.

=====

SIGNATURE OF THE OWNER
Owner duly represented by their Constituted
Attorneys

=====

Signature of the **PURCHASER/S**

=====

M/S NS ENTERPRISES
Represented by its Managing Partner and
authorized signatory of the Firm as
Developer/Confirming Party

Drafted & Printed by:

Osake Das
Advocate,
Alipore Judges' Court,
Kolkata : 700027.

MEMO OF CONSIDERATION

RECEIVED of and from the within named **PURCHASER** a sum of Rs. _____/- (Rupees _____) only as **FULL AND FINAL CONSIDERATION** of the said **FLAT**, described in the **SCEOND SCHEDULE**, herein above written as per memo below :-

By Account Payee Cheque No. _____, dated _____

Drawn on _____ Bank, _____ Branch, amounting to...

Rs. _____/-

By Account Payee Cheque No. _____, dated _____

Drawn on _____ Bank, _____ Branch, amounting to...

Rs. _____/-

By Account Payee Cheque No. _____, dated _____

Drawn on _____ Bank, _____ Branch, amounting to...

Rs. _____/-

By Account Payee Cheque No. _____, dated _____

Drawn on _____ Bank, _____ Branch, amounting to...

Rs. _____/-

By Account Payee Cheque No. _____, dated _____

Drawn on _____ Bank, _____ Branch, amounting to...

Rs. _____/-

Total Rs. _____/-

Rupees _____ only.

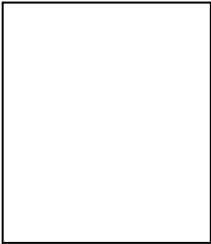
WITNESSES:

1.

2.

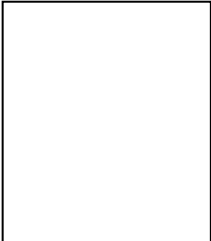
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M/S NS ENTERPRISES
Represented by its Managing Partner and authorized
signatory of the Firm as Developer/Confirming Party

		<i>Thumb</i>	<i>First</i>	<i>Middle</i>	<i>Ring</i>	<i>Little</i>
	LEFT :					
	RIGHT :					

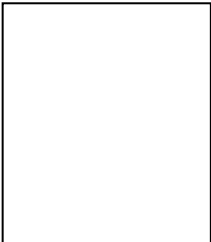
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Signature: _____

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Signature: _____

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Name: _____

Signature: _____