

DRAFT

GEMINI PROPERTIES

Sanjay K. Choudhury
Partner

DEED OF CONVEYANCE

THIS DEED OF CONVEYANCE is made on this the Day of Two Thousand and Twenty _____(202____).

BETWEEN

(1) MR. SANTANU KUMAR PAL (Pan No. AADPP8712H & AADHAR NO.303967832927), **(2) MR. SUDHANSU KUMAR PAL** (Pan No. APRPP0334E & AADHAR NO.942447914857), **(3) MR. DILIP KUMAR PAL** (Pan No. AFDPP0930J& AADHAR NO.492910736171), all are sons of Late Sachindra Chandra Pal and Late Maya Kajal Paul, all by Faith- Hindu, by Occupation- Retired, by Nationality- Indian, **(4) SMT. SUREKHA DATTA** (Pan No. ALOPD9356R & AADHAR NO.730611284821), wife of Mr. Kanti Bhushan Datta **and (5) SMT. JAYASREE DATTA** (Pan No. ATOPD4184H & AADHAR NO.800836169066), wife of Late P.P. Datta, all are daughters of Late Sachindra Chandra Pal and Late Maya Kajal Paul, all by Faith- Hindu, by Occupation- Housewife, by Nationality- Indian, owner no.(1) is residing at Gaurdhan-2, Abhaynagar, Sri Mayapur, P.O-Sree Mayapur, P.S- Nabadwip, District- Nadia-741313, owner no.(2 & 3) is residing at 56, Laxmi Narayan Road, P.O. Rabindra Nagar, P.S. Dum Dum, Kolkata- 700 065, District – 24 Parganas (North), West Bengal, owner no. (4) is residing at Plot No. 148B, Hijli Co-operative Society, P.O. - Kharagpur, P.S. –Kharagpur Town, District – Paschim Medinipur-721306 and owner no. (5) is residing at HIG(L), 7/7, Birati Housing Estate, M.B.Road, P.O- Nimta, P.S-Nimta, Kolkata-700 049 District – 24 Parganas (North), hereinafter called the **"OWNERS"** (Which expression shall mean and include unless excluded by or repugnant to the

context their heirs, executors, successors, legal representative, administrators and assigns) of the **FIRST PART**. The Owners duly represented by **M/S GEMINI PROPERTIES**, a Partnership Firm registered with Registrar of Firm, Societies & Non- Trading Corporation, West Bengal with **Registration No. L68655** and **Pan No. AAFFG7163B**, having its regd./ head office at 23A/54, Jessore Road, Shree Durga Colony, Kolkata-700 028 through its Partners **MR. SAROJ KUMAR CHOWDHURY** (having **Pan No.AEGPC4116D & Aadhar No. 449558270541**), son of Late Jagodish Chowdhury, by faith-Hindu, by occupation-Civil Engineer, by Nationality - Indian, residing at 1st Floor, Flat No. 3C, Treenyan Apartment, 251, R.B.C Road, P.O. & P.S. -Dum Dum, Kolkata-700 028, District North 24-Parganas, and/or **MRS. RASHMI SINHA** (having **Pan No.ANCPK3693C & Aadhar No. 823403400458**), wife of Sri Amrendra Kumar by faith-Hindu, by occupation-Business, by Nationality Indian, residing at 23A/54, Jessore Road, P.O. & P.S-Dum Dum, Kolkata-700 028, District North 24-Parganas, by virtue of Development Agreement dated 16.08.2021 & Development Power of Attorney Registered on 22.09.2021 in the office of ADSR Cossipore Dum Dum and Registered in Book – I, Volume No.____, Pages____ to _____, Being No. 07152 for the year 2021 and Book – I, Volume No.____, Pages____ to _____, Being No. 09219 for the year 2021.

AND

M/S GEMINI PROPERTIES, a Partnership Firm registered with Registrar of Firm, Societies & Non-Trading Corporation, West Bengal with **Registration No. L68655** and **Pan No. AAFFG7163B**, having its regd./ head office at 23A/54, Jessore Road, Shree Durga Colony, Kolkata-700 028 through its Partners **MR. SAROJ KUMAR CHOWDHURY** (having **Pan No.AEGPC4116D & Aadhar No. 449558270541**), son of Late Jagodish Chowdhury, by faith-Hindu, by occupation-Civil Engineer, by Nationality - Indian, residing at 1st Floor, Flat No. 3C, Treenyan Apartment, 251, R.B.C Road, P.O. & P.S. -Dum Dum, Kolkata-700 028, District North 24-Parganas, and/or **MRS. RASHMI SINHA** (having **Pan No.ANCPK3693C & Aadhar No. 823403400458**), wife of Sri Amrendra Kumar by faith-Hindu, by occupation-Business, by Nationality Indian, residing at 23A/54, Jessore Road, P.O. & P.S-Dum Dum, Kolkata-700 028, District North 24-Parganas, hereinafter called the "**PROMOTER**" (which expression shall unless executed by or repugnant to the context by deemed to include its heirs, executed, administrators, representatives and assigns) of the **SECOND PART**.

AND

[if the Allottee is a company]

_____ (CIN No.) a company incorporated under the provisions of the Companies Act, [1956 or the Companies Act, 2013 as the case may be], having its registered office at _____ (PAN No. _____) represented by its authorized signatory, (Aadhaar No. _____) duly authorized vide board resolution dated _____, hereinafter referred to as the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, and permitted assigns.)

[OR]

[if the Allottee is a Partnership]

_____ a partnership firm registered under the Indian Partnership Act, 1932 having its principal place of business at _____ PAN No. _____, represented by its authorized partner _____ (Aadhaar No. _____) duly authorized vide _____ hereinafter referred to as the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the partners or partner for the time being of the said firm, the survivor or survivors of them and their heirs, executors and administrators of the last surviving partner and his/her/their assigns).

[OR]

[if the Allottee is an Individual]

Mr./Ms. _____ (Aadhaar No. _____) son/ daughter of _____ aged about _____ residing at _____ (PAN No. _____) hereinafter called the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assigns).

[OR]

[if the Allottee is a HUF]

Mr. _____ (Aadhaar No. _____) son of _____ aged about _____ for self and as the Karta of the Hindu Joint Mitakshara Family known as HUF, having its place of business / residence at _____ (PAN No. _____) hereinafter referred to as the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean the members or member for the time being of the said HUF, and their respective heirs, executors, administrators and permitted assigns) of the

THIRD PART.

WHEREAS:

1. One Sheikh Hossemi Mistry, Son of Late Rahim Buksh Mistry was the actual owner of the land measuring 30 (Thirty) Decimals equivalent to 18 Cottahs, 2 Chittacks, 18 Sq. ft be the same a little more or less, lying and situated at Mouza- Digla, J.L No. 18, R.S. No. 161, Touzi No. 181, comprised in C.S. Dag No. 54 corresponding to C.S. Khatian No. 629 Kha & 650 Kha, under police Station Dum Dum, at municipal premises no. 58, Sheikh Parah Road, within the limit of the South Dum Dum Municipality, in the District of 24 Parganas now known as 24 Parganas (North).
2. And the said Sheikh Hossemi Mistry sold, transferred and conveyed the aforesaid piece and parcel of land measuring 30 (Thirty) Decimals equivalent to 18 Cottahs, 2 Chittacks, 18 Sq. ft be the same a little more or less, lying and situate at Mouza- Digla, J.L No. 18, R.S. No. 161, Touzi No. 181, comprised in C.S. Dag No. 54 corresponding to C.S. Khatian No. 629 Kha & 650 Kha, under police Station Dum Dum, at municipal premises no. 58, Sheikh Parah Road, within the limit of the South Dum Dum Municipality, in the District of 24 Parganas now known as 24 Parganas (North) unto and in favour of William Ernest D'Cruz, son of late Frederick Willian D'Cruz of Suite No. 5 at No. 12, Mango Lane in the town of Calcutta, by a registered Indenture dated 31.05.1940 which was duly registered with the office of the Sub Registrar at Cossipore, Dum Dum, 24 Parganas and recorded in Book No. 1, Volume No. 29, Pages from 168 to 173, Being No. 1467 for the year 1940.
3. And the said William Ernest D'Cruz sold, transferred and conveyed the aforesaid piece and parcel of land measuring 30 (Thirty) Decimals equivalent to 18 Cottahs, 2 Chittacks, 18 Sq. ft be the same a little more or less, lying and situated at Mouza- Digla, J.L No. 18, R.S. No. 161, Touzi No. 181, comprised in C.S. Dag No. 54 corresponding to C.S. Khatian No. 629 Kha & 650 Kha, under police Station Dum Dum, at municipal premises no. 58, Sheikh Parah Road, within the limit of the South Dum Dum Municipality, in the District of 24 Parganas now known as 24 Parganas (North) unto and in favour of Santosh Chandra Pal, son of Rasik Lal Pal, Sachindra Chandra Pal, son of Manik Lal Pal, Ranajit Kumar Pal, son of Mati Lal Pal of Village- Khilgaon, P.S. Sorajdigha, District Dacca, Eastern Pakistan, by a registered Indenture dated 13th Day of May, 1948 which was duly registered with the office of the ADSR Cossipore Dum Dum and recorded in Book No. 1, Being No. 2202 for the year 1948.
4. And said Santosh Chandra Pal, Sachindra Chandra Pal and Ranajit Kumar Pal became the absolute joint owners of the said piece and parcel of land admeasuring 30 (Thirty) Decimals equivalent to 18 Cottahs, 2 Chittacks, 18 Sq. ft be the same a little more or less and they

mutated their names in the Assessment Records of the South Dum Dum Municipality and the said property renumbered as 65, Laxmi Narayan Road, Kolkata- 700065 and was enjoying their right, title and interest over the said property by paying the municipal taxes, khajnas and other outgoings to the competent authority regularly time to time, free from all encumbrances.

5. And by virtue of Deed Being No.5073 in the year 1963, executed and registered before the office of the Cossipore, Dum Dum and by and between Santosh Chandra Pal & Others, Sachindra Chandra Pal & Others and Ranajit Kumar Pal & Others, wherein the parties have demarcated the property in accordance with the said site plan duly attached with the said deed and the same is considered as a part of the said document duly registered.
6. By virtue of the abovementioned deed and the site plan attached therewith the area of Sachindra Chandra Pal, Sudhir Kumar Pal were exclusively demarcated which is the relevant portion which is **LOT A** being all that piece and parcel of land 9 Cottah, 13 Chittack, 18 Sq. ft., comprised in C.S. & R.S. Dag No. 2113, being Holding No. 62, Laxmi Narayan Road formerly known as Sekh Para Road allotted to Sachindra Chandra Pal, Sudhir Kumar Pal and all that piece and parcel of land admeasuring 6 Cottah, 13 Chittack, 40 Sq. ft. equivalent to 10 Decimal (Satak), comprised in C.S. & R.S. Dag No. 54, being Holding No. 65, Laxmi Narayan Road formerly known as Sekh Para Road allotted to Sachindra Chandra Pal, free from encumbrances, charges, liens, lispens whatsoever in nature.
7. And one Abdul Razzak Kha sold, transferred and conveyed all that piece and parcel of land admeasuring .06 Decimal (satak) comprised in C.S. & R.S. Dag No. 51, under C.S. Khatian No. 729, lying and situated at Mouza- Digla, J.L No. 18, R.S. No. 161, Touzi No. 181, P.S. Dum Dum, within the limit of the South Dum Dum Municipality, District 24 Parganas now known as 24 Parganas (North) unto and in favour of Sri Sachindra Chandra Pal, Sri Sudhir Kumar Pal, both are son of Sri Manik Lal Pal, of 56, Sekh Para Road now known as Laxmi Narayan Road by a registered Sale Deed (Saf Bikroy Kobala) dated 02.08.1955 which was duly registered with the office of the Sub Registrar at Cossipore, Dum Dum and recorded in Book No. 1, Being No. 6565 for the year 1955.
8. And one Mosammat Fatema Bibi, wife of Late Abu Bakkar of Village- Digla, Khan Para, P.S. Dum Dum, District 24 Parganas sold, transferred and conveyed all that piece and parcel of land admeasuring .0350 Decimal (Satak) out of .0700 Decimal (Satak) out of total land .14 Decimal (Satak), comprised in C.S. & R.S. Dag No. 50, under Khatian No. 818, P.S. Dum Dum, lying and situated at Mouza- Digla, J.L No. 18, R.S. No. 161, Touzi No. 181, P.S. Dum Dum, within the limit of the South Dum Dum Municipality, District 24 Parganas now known as 24 Parganas (North) unto and in favour of Sri Sachindra Chandra Pal, Sri Sudhir Kumar Pal, both are son of

Sri Manik Lal Pal, of 56, Sekh Para Road now known as Laxmi Narayan Road by a registered Sale Deed (Sale Bikroy Kobala) dated 13.02.1952 which was duly registered with the office of the Sub Registrar at Cossipore, Dum Dum and recorded in Book No. 1, Volume No. 15, Pages from 158 to 160, Being No. 645 for the year 1952.

9. And one Sekh Azizar Rahman, son of Late Ali Akbar of Village- Digla, Khan Para, P.S. Dum Dum sold, transferred and conveyed all that piece and parcel of land admeasuring .0350 Decimal (Satak) out of .0700 Decimal (Satak) out of total land .14 Decimal (Satak), comprised in C.S. & R.S. Dag No. 50, under Khatian No. 816, P.S. Dum Dum, lying and situated at Mouza- Digla, J.L No. 18, R.S. No. 161, Touzi No. 181, P.S. Dum Dum, within the limit of the South Dum Dum Municipality, District 24 Parganas now known as 24 Parganas (North) unto and in favour of Sri Sachindra Chandra Pal, Sri Sudhir Kumar Pal, both are son of Sri Manik Lal Pal, of 56, Sekh Para Road now known as Laxmi Narayan Road by a registered Sale Deed (Saf Bikroy Kobala) dated 06.04.1957 which was duly registered with the office of the Sub Registrar at Cossipore, Dum Dum and recorded in Book No.1, Being No. 2745 for the year1957.
10. And one Sekh Ali Zaman, son of Late Ali Akbar of Village- Digla, P.S. Dum Dum, District 24 Parganas sold, transferred and conveyed all that piece and parcel of land admeasuring .0350 Decimal (Satak) out of .0700 Decimal (Satak) out of total land .14 Decimal (Satak), comprised in C.S. & R.S. Dag No. 50, under Khatian No. 816, P.S. Dum Dum, lying and situated at Mouza- Digla, J.L No. 18, R.S. No. 161, Touzi No. 181, P.S. Dum Dum, within the limit of the South Dum Dum Municipality, District 24 Parganas now known as 24 Parganas (North) unto and in favour of Sri Sachindra Chandra Pal, Sri Sudhir Kumar Pal, both are son of Sri Manik Lal Pal, of 56, Sekh Para Road now known as Laxmi Narayan Road by a registered Sale Deed (Saf Bikroy Kobala) dated 26.05.1964 which was duly registered with the office of the Sub Registrar at Cossipore, Dum Dum and recorded in Book No.1, Being No. 4018 for the year1964.
11. In the manner as stated aforesaid, by virtue of Sale Deed (Saf Bikroy Kobala), Being No. 645, 2745, 4018, the said Sachindra Chandra Pal, Sudhir Kumar Pal became the joint owners in respect of the said land measuring an area of 10.50 Decimal (Satak), comprised in C.S. & R.S. Dag No. 50, under C.S. Khatian No. 816, 817, lying and situated at Mouza – Digla, J.L. No. 18, R.S. No. 161, P.S. Dum Dum.
12. By virtue of Sale Deed (Saf Bikroy Kobala) dated 26.05.1964, Being No. 4067 for the year 1964, the said Sri Sudhansu Kumar Pal, Sri Dilip Kumar Pal become the absolute joint owners of piece and parcel of land admeasuring 3 Decimal (Satak) comprised in C.S. & R.S. Dag No. 50, under C.S. Khatian No. 818, R.S. Khatian No. 1642, and another piece and parcel of land admeasuring .0050 Decimal (Satak) comprised in C.S. & R.S. Dag No. 50, under C.S. Khatian No. 818, lying and situated at Mouza- Digla, J.L No. 18, R.S. No. 161, Touzi No. 181, P.S. Dum Dum, within the

limit of the South Dum Dum Municipality, District 24 Parganas now known as 24 Parganas (North) and subsequently they recorded their names in the B.L.&L.R.O. Sodepur and got L.R. Khatian Nos. 916, 2503 respectively under L.R. Dag No. 50 and is enjoying the same by paying the municipality taxes, khajnas and other outgoings to the competent authority time to time.

13. For better use and/or enjoyment over their purchased properties, the said Sachindra Chandra Pal and Sudhir Kumar Pal have decided to exchange their purchased properties and subsequently by mutual arrangement the said Sachindra Chandra Pal and Sudhir Chandra Pal executed a Deed of Exchange dated 30.10.1968 and by virtue of the same said Sachindra Chandra Pal relinquished all his right, title and interest over his property being **ALL THAT** piece and parcel of land measuring 4 Cottah, 14 Chittack, 31 sq. ft., comprised in C.S. & R.S. Dag No. 2113, under C.S. Khatian No. 629, lying and situated at Mouza- Digla, J.L No. 18, R.S. No. 161, Touzi No. 181, P.S. Dum Dum, within the limit of the South Dum Dum Municipality, District 24 Parganas now known as 24 Parganas (North) unto and in favour of Sudhir Kumar Pal and in exchange the said Sudhir Kumar Pal transferred his right, title and interest over his property being **ALL THAT** piece and parcel of landed properties (1) an area of .0180 Decimal, comprised in C.S. & R.S. Dag No. 51, C.S. Khatian No. 729, (2) an area of .0525 Decimal, comprised in C.S. & R.S. Dag No. 50, C.S. Khatian No. 816, 818, lying and situated at Mouza- Digla, J.L No. 18, R.S. No. 161, Touzi No. 181, P.S. Dum Dum, within the limit of the South Dum Dum Municipality, District 24 Parganas now known as 24 Parganas (North) and the same was duly registered with the office of the Additional District Sub Registrar at Cossipore, Dum Dum and recorded in Book No. 1, Volume No. 107, Pages from 264 to 269, Being No. 7847 for the year 1968.
14. By virtue of the said Deed of Exchange, Being No. 7847 of 1968 and Deed No.5073 in the year 1963 and Deed of Conveyance (Saf Bikroy Kobala), Being No. 6565 of 1955, the Sachindra Chandra Pal, since deceased became the absolute owner of piece and parcel of land admeasuring 6 Cottah, 13 Chittack, 40 Sq. ft. equivalent to 10 Decimal (Satak), comprised in C.S. & R.S. Dag No. 54, being Holding No. 65, Laxmi Narayan Road formerly known as Sekh Para Road and another piece and parcel of land admeasuring 4.8 Decimal (Satak) but as per physical measurement 5 Decimal equivalent to 3 Cottah, 0 Chittack, 20 Sq. ft. comprised in C.S. & R.S. Dag No. 51, C.S. Khatian No. 729, lying and situated at Mouza- Digla, J.L No. 18, R.S. No. 161, Touzi No. 181, P.S. Dum Dum, within the limit of the South Dum Dum Municipality, District 24 Parganas now known as 24 Parganas (North) along with another landed properties and was enjoying the same by paying the municipality taxes, khajnas and other outgoings to the competent authority time to time.
15. By virtue of the said Deed of Exchange, Being No. 7847 of 1968 and Deed of Conveyance (Saf Bikroy Kobala), Being No. 645 of 1952, 2745 of 1957, 4018 of 1964, the Sachindra Chandra Pal,

since deceased became the absolute owner of piece and parcel of land admeasuring 10.50 Decimal (Satak) comprised in C.S. & R.S. Dag No. 50, C.S. Khatian No. 816, 817, lying and situated at Mouza- Digla, J.L. No. 18, R.S. No. 161, Touzi No. 181, P.S. Dum Dum, within the limit of the South Dum Dum Municipality, District 24 Parganas now known as 24 Parganas (North) along with other landed properties and was enjoying the same by paying the municipality taxes, khajnas and other outgoings to the competent authority time to time.

16. Subsequently Sachindra Chandra Pal name was recorded in the R.O.R. in respect of 6 Decimal of land under R.S. Dag No. 50 corresponding to L.R. Dag No. 50, and 1 Decimal of land under R.S. Dag No. 50 corresponding to L.R. Dag No. 50/3090, under L.R. Khatian No. 2256.
17. And while being seized and possessed otherwise well and sufficiently in respect of the aforesaid property, the said Sachindra Chandra Pal died intestate on 17.09.1997 and his wife namely Maya Kajal Pal also died intestate on 17.01.2012 leaving behind their three sons namely Santanu Kumar Pal, Sudhangshu Kumar Pal, Dilip Kumar Pal and two daughters namely Surekha Datta, Jayashree Datta as their legal heirs, heiresses and successors in accordance to Hindu Succession Act, 1956 and thus the legal heirs of said Late Sachindra Chandra Pal and Late Maya Kajal Pal become the sole and absolute joint owners in respect of the aforesaid property, each having 1/5th share.
18. In the manner as stated above by way of inheritance, the said Santanu Kumar Pal, Sudhangshu Kumar Pal, Dilip Kumar Pal, Surekha Datta and Jayasree Datta, the Land owners/Owners herein become the absolute joint owner of piece and parcel of land admeasuring 6 Cottah, 13 Chittack, 40 Sq. ft. equivalent to 10 Decimal (Satak), comprised in C.S. & R.S. Dag No. 54 and another piece and parcel of land admeasuring 1 Decimal equivalent to piece and parcel of land admeasuring 09 Chittack, 31 Sq. ft. little more or less comprised in C.S. & R.S. Dag No. 50, corresponding to L.R. Dag No. 50/3090 and another piece and parcel of land admeasuring 4.8 Decimal (satak) but as per physical measurement 5 Decimal (Satak) equivalent to piece and parcel of land admeasuring 03 Cottah, 0 Chittack, 20 Sq. ft. little more or less comprised in C.S. & R.S. Dag No. 51, i.e. total area of land 16 Decimal (Satak) equivalent to piece and parcel of land admeasuring 10 Cottah, 08 Chittack, 01 Sq. ft. more or less, lying and situated at Mouza – Digla, J.L. No. 18, R.S. No.161, Touzi No.181, P.S. Dum Dum, hereinafter called ‘the said Premises’ more fully and particularly described in the First Schedule hereunder written and subsequently they recorded their names in the B.L.&L.R.O. Sodepur and got L.R. Khatian Nos. 2284, 2502, 916, 2596, 777 respectively under L.R. Dag Nos. 54, 51 and also mutated their names in the Assessment Records of the South Dum Dum Municipality and the said premises is known as 56, Laxmi Narayan Road, Holding No.246 (new) 197 (old), Kolkata- 700065, under Ward No. 02 and are enjoying the same by paying the municipality rent, khajnas, taxes and

other outgoings to the competent authority regularly, **TOGETHER WITH** all rights, liberties and easements right of egress and ingress and otherwise all common rights and facilities available in the said plot of land free from all encumbrances, charges, mortgages, liens, attachments etc. more fully and particularly described in the **FIRST SCHEDULE** hereunder written.

19. While thus being absolutely seized and possessed of or otherwise well and sufficiently to the said schedule Land as the absolute joint owners thereof the Party hereto of the First Part have expressed their desire to develop the said land by construction of a multistoried building(s) consisting of several flats/apartments, car parking space thereon, through any recognized Developer who have got the clear knowledge and experience about developing land and building in and around the city of Kolkata.
20. The said Owners herein decided to construct a building on the said land as per plan to be obtained from the South Dum Dum Municipality after demolition of the existing building standing thereon and accordingly the said Owners herein entered into a registered Development Agreement dated 16.08.2021 and Registered Power of Attorney on dated 22.09.2021 with M/S GEMINI PROPERTIES, a Partnership Firm registered with Registrar of Firm, Societies & Non- Trading Corporation, West Bengal with Registration No. L68655 and Pan No. AAFFG7163B, having its regd./ head office at 23A/54, Jessore Road, Shree Durga Colony, Kolkata-700 028 through its Partners MR. SAROJ KUMAR CHOWDHURY (having Pan No.AEGPC4116D & Aadhar No. 449558270541), son of Late Jagodish Chowdhury, by faith-Hindu, by occupation-Civil Engineer, by Nationality - Indian, residing at 1st Floor, Flat No. 3C, Treenyan Apartment, 251, R.B.C Road, P.O. & P.S. -Dum Dum, Kolkata-700 028, District North 24-Parganas, and/or MRS. RASHMI SINHA (having Pan No.ANCPK3693C & Aadhar No. 823403400458), wife of Sri Amrendra Kumar by faith-Hindu, by occupation-Business, by Nationality Indian, residing at 23A/54, Jessore Road, P.O. & P.S-Dum Dum, Kolkata-700 028, District North 24-Parganas, as Developer herein for the development of the said property under certain terms & conditions as the Developer shall think, fit and proper and the same was duly registered before the office of the ADSR Cossipore Dum Dum and recorded in Book – I, Volume Number _____, Page from _____ to _____, Being No. _____ for the year 2021 and Book – I, Volume Number _____, Page from _____ to _____, Being No. _____ for the year 2021.
21. Thereafter as per terms and conditions of Development Agreement and General Power of Attorney the Developer herein constructed Ground plus four storied Building according to the sanctioned Plan being Permit No. 730/2021-22 dated 17.06.2022 issued by the South Dum Dum Municipality upon the said piece and parcel of land measuring about 16

Decimals equivalent to 9.69 Cottahs little more or less, little more or less more fully and particularly described in **FIRST SCHEDULE HEREUNDER**.

- 22.** As per the allocation and/or allotment of Development Agreement dated 16.08.2021, the developer herein is seized and possessed of or otherwise well and sufficiently entitled the **SECOND SCHEDULE** hereunder written and/or given which is being part and parcel of **FIRST SCHEDULE** hereunder written and/or given and enjoying the right, title and interest thereof.
- 23.** The Developer herein has declared to sell the residential Flat within Developer's allocation of the said building and the PURCHASER herein getting knowledge about the same, and being desirous to purchase a flat has taken inspection of the documents and being satisfied with the title of the land owner and authority of the developer and also the sanction plan and the construction and agreed to purchase **ALL THAT one** residential Flat, **being** Flat No., on the **Floor (Flooring-)**, **East** facing of the Ground plus storied Building, measuring an area of **Square Feet carpet area** of the building named "**PAL RESIDENCY**" in complete and habitable condition in all manner whatsoever lying and situated in C.S. & R.S. Dag No. 54, 50, 51, under R.S. Khatian No. 816, 817, 818, 729, corresponding to L.R. Dag Nos. 54, 50/3090, 51 under L.R. Khatian Nos. 2284, 2502, 916, 2596, 777 & 2256, lying and situated at Mouza – Digla, J.L. No. 18, R.S. No. 161, Touzi No.181, under Ward No. 2, within the limit of the South Dum Dum Municipality under A.D.S.R.O. Cossipore, Dum Dum at Municipal Holding No. 246 (New) 197 (Old), Premises Known as 56, Laxmi Narayan Road, P.S. Dum Dum, P.O.- Rabindra Nagar, Kolkata – 700065, District – North 24 Parganas, West Bengal hereinafter called and referred to as the "**SAID FLAT**" more fully and particularly mentioned and described in the **SECOND SCHEDULE** hereunder at or for the total price and / or consideration of **Rs. 00,00,000/- (Rupees.....) only** finding the proposal as an acceptable one, the competent authority of the developer herein, has decided to sell out the said flat to and in favour of the PURCHASER herein.
- 24.** By an Agreement for Sale dated the Owners/Vendors herein and the Developer herein have agreed to sell, transfer and convey **ALL THAT one Flat, being** Flat No., on the **Floor (Flooring-)**, facing of the Ground plus Four storied Building measuring an area of **Square Feet carpet area** of the building in complete and habitable condition in all manner whatsoever lying and situated at C.S. & R.S. Dag No. 54, 50, 51, under R.S. Khatian No. 816, 817, 818, 729, corresponding to L.R. Dag Nos. 54, 50/3090, 51 under L.R. Khatian Nos. 2284, 2502, 916, 2596, 777 & 2256, lying and situated at Mouza – Digla, J.L. No. 18, R.S. No. 161, Touzi No.181, under Ward No. 2, within the limit of the South Dum Dum Municipality under

A.D.S.R.O. Cossipore, Dum Dum at Municipal Holding No. 246 (New) 197 (Old), Premises Known as 56, Laxmi Narayan Road, P.S. Dum Dum, P.O.- Rabindra Nagar, Kolkata – 700065, District – North 24 Parganas, West Bengal more fully and particularly mentioned and described in the **SECOND SCHEDULE** hereunder written **TOGETHER WITH** together with undivided proportionate importable share and interest in the land which is more fully and particularly mentioned and described in the **FIRST SCHEDULE** hereunder as well as with all other common areas, facilities and amenities attached to and available therewith unto and in favour of the **PURCHASER** herein for the agreed consideration of **Rs. 00,00,000/- (Rupees.....) only** and the same was duly confirmed by the said Developer herein.

NOW THIS DEED OF CONVEYANCE WITNESSETH AS FOLLOWS:-

In Pursuance to the Agreement for Sale dated and in consideration of the payment of sum of **Rs. 00,00,000/- (Rupees.....) only** as the total Consideration paid by the **PURCHASER** to the Developer herein (receipt whereof the Developer hereby as well as by the memo hereunder written acknowledges and admits and discharge from every part thereof acquit discharges and exonerate the **PURCHASER**) paid on or before the execution of these presents, the Owners /Vendors and the Developer herein doth hereby sell, transfer and convey unto and in favour of the **PURCHASER** herein **ALL THAT** one residential **Flat, being** Flat No., on the **Floor (Flooring- ____)**, facing of the Ground plus storied Building measuring an area of **Square Feet carpet area** of the building in complete and habitable condition in all manner whatsoever lying and situated at C.S. & R.S. Dag No. 54, 50, 51, under R.S. Khatian No. 816, 817, 818, 729, corresponding to L.R. Dag Nos. 54, 50/3090, 51 under L.R. Khatian Nos. 2284, 2502, 916, 2596, 777 & 2256, lying and situated at Mouza – Digla, J.L. No. 18, R.S. No. 161, Touzi No.181, under Ward No. 2, within the limit of the South Dum Dum Municipality under A.D.S.R.O. Cossipore, Dum Dum at Municipal Holding No. 246 (New) 197 (Old), Premises Known as 56, Laxmi Narayan Road, P.S. Dum Dum, P.O.- Rabindra Nagar, Kolkata – 700065, District – North 24 Parganas West Bengal more fully and particularly mentioned and described in the **SECOND SCHEDULE** hereunder **TOGETHER WITH** undivided proportionate share of **LAND** in the **FIRST SCHEDULE** hereunder and **TOGETHER WITH** other common facilities and amenities and the right in common over the extreme terrace and the other common areas and spaces around the building **TOGETHER WITH ALL** the things permanently attached thereto or standing thereon and all the privileges, easements, profits, advantages, rights and appurtenances whatsoever to the said land and other the premises or any part thereof belonging or anywise appertaining thereto and **ALL** the estate, right, title, interest, use,

possession, benefit, claim and demand whatsoever at law or otherwise of the Owners/Vendors to the said piece of land and over the premises hereby conveyed and every part thereof **TO HAVE AND TO HOLD** the same unto and to the use and benefit of the PURCHASER absolutely and forever, subject to the payment of all rents, rates, taxes, assessments, dues and duties now chargeable and payable and that may become chargeable and payable from time to time hereafter in respect of the same to the Government or any other public body or local authority in respect thereof AND the Owners /Vendors herein and Developer doth hereby covenants with the PURCHASER that:-

1. The Owners /Vendors and the Developer herein now have in themselves good right and full power to convey and transfer by way of sale the said flat and the premises hereby conveyed or intended so to be unto and to the use of the PURCHASER in the manner aforesaid have put the PURCHASER in vacant, peaceful and unencumbered possession.
2. The PURCHASER may from time to time and at all times hereafter peaceably and quietly enter upon, occupy or possess and enjoy the said flat and premises hereby conveyed with their appurtenances, and receive the rents, issues and profits thereof and every part thereof for his own use and benefit without any suit, lawful eviction or interruption, claim and demand whatsoever from or by him the Owners /Vendors and the Developer herein or their heirs or any of them or by any person or persons claiming or to claim, from, under or in trust for them or any of them.
3. The PURCHASER shall hold the said flat free and clear and freely and clearly and absolutely exonerated, and forever released and discharged or otherwise by the Owners/Vendors and the Developer and well and sufficiently saved, defended kept harmless and indemnified of and from and against all former and other estates, titles, charges and encumbrances whatsoever made occasioned and suffered by the Owners/Vendors and the Developer herein or by any other person or persons claiming or to claim by, from, under or in trust for them;
4. The PURCHASER shall be entitled to the rights, benefits and privileges attached to the said flat and appurtenances thereto including the right to the enjoy the common areas (including undivided proportionate interest in land) and in common space/s in the building for the use occupation and enjoyment of the said flat as detailed in the **THIRD SCHEDULE** hereunder.
5. The PURCHASER shall be responsible to bear/pay the proportionate share in the common recurring expenses for the purpose of to maintenance, repair, renew, redecoration etc. of the common spaces as detailed in the **FOURTH SCHEDULE** hereunder.
6. The said Flat and /or the said building has been constructed as per the sanctioned plan and as per the specifications as stated in the agreement for sale.

- 7.** The PURCHASER and other co owner shall abide by common restrictions along with the other owner/occupiers of the other units/flats in the building as detailed in the **FIFTH SCHEDULE** hereunder.
- 8.** The PURCHASER shall also be entitled to sell, mortgage, lease or otherwise alienate the property hereby conveyed subject to the terms herein contained to any one without the consent of the Owners /Vendors or any other Co-owner who may have acquired before and who may hereafter acquire any right, title and interest similar to those acquired by the PURCHASER under the terms of this conveyance.
- 9.** The PURCHASER undivided proportionate interest in land is importable in perpetuity.
- 10.** The Owners/Vendors, Developer/Confirming party and/or any person/s having or claiming any estate, right, title or interest in the said Flat and premises hereby conveyed or any part thereof by, from under or in trust for the Owners /Vendors or their heirs, executors, administrators or any of them shall and will from time to time and at all times hereafter at the request and costs of the PURCHASER do and execute and cause to be done and executed all such further and other lawful acts, deeds, things, whatsoever for better and more perfectly and absolutely granting the said land, and premises and every part thereof hereby conveyed unto and to the use of the PURCHASER in manner aforesaid as by the PURCHASER, his heirs, executors or administrators and assigns shall be reasonably required.
- 11.** The PURCHASER shall mutate the Said Flat in his own name and shall pay all such municipal taxes and other impositions that may be charged from time to time, directly to the concerned authority.

NOTE:

- i. Singular shall include plural and vice-versa.
- ii. Masculine gender shall include feminine and nature gender and vice-versa.

THE FIRST SCHEDULE ABOVE REFERRED TO:

(THE SAID PREMISES)

ALL THAT piece and parcel of land measuring about an area of 16 Decimal (Satak) more or less, with pukka structure 1000 sq.ft comprised in C.S. & R.S. Dag No. 54, 50, 51, under R.S. Khatian No. 816, 817, 818, 729, corresponding to L.R. Dag Nos. 54, 50/3090, 51 under L.R. Khatian Nos. 2284, 2502, 916, 2596, 777 & 2256, lying and situated at Mouza – Digla, J.L. No. 18, R.S. No. 161, Touzi No.181, under Ward No. 2, within the limit of the South Dum Dum Municipality under A.D.S.R.O.

Cossipore, Dum Dum at Municipal Holding No. 246 (New) 197 (Old), Premises Known as 56, Laxmi Narayan Road, P.S. Dum Dum, P.O.- Rabindra Nagar, Kolkata – 700065, District – North 24 Parganas, West Bengal and the same **“PAL RESIDENCY”** is Butted and Bounded as follows:

On the North: By Owners Land as described herein as Part-2;
 On the South: By 23'.00 Feet Laxmi Narayan Road;
 On the East: By Property of Chanchal Das, Ramen Das & Sudhir Pal & Common Passage;
 On the west: By Property of Abhjit Pal;

THE SECOND SCHEDULE ABOVE REFERRED TO

(Description of the said Flat)

ALL THAT one residential **Flat, being** Flat No., on the **Floor (Flooring-.....)**, facing of the Ground plus storied Building namely **“PAL RESIDENCY”** measuring an area of **Square Feet carpet area** consisting of (.....) Bed Rooms, 1 (One) Drawing-cum-Living Room, 1 (One) Kitchen, ... (.....) Toilet and (.....) Balcony together with common areas, benefits, facilities, amenities and others thereof together with undivided proportionate share of land at C.S. & R.S. Dag No. 54, 50, 51, under R.S. Khatian No. 816, 817, 818, 729, corresponding to L.R. Dag Nos. 54, 50/3090, 51 under L.R. Khatian Nos. 2284, 2502, 916, 2596, 777 & 2256, lying and situated at Mouza – Digla, J.L. No. 18, R.S. No. 161, Touzi No.181, under Ward No. 2, within the limit of the South Dum Dum Municipality under A.D.S.R.O. Cossipore, Dum Dum at Municipal Holding No. 246 (New) 197 (Old), Premises Known as 56, Laxmi Narayan Road, P.S. Dum Dum, P.O.- Rabindra Nagar, Kolkata – 700065, District – North 24 Parganas West Bengal.

THE THIRD SCHEDULE ABOVE REFERRED TO:

(Common Parts and Facilities)

1. Common facilities and amenities shall include corridor, stairways, passage ways, drive ways pump room, meter installation place, main meter, pump and motor, overhead water reservoirs, septic tanks, lift facilities and other facilities which may be mutually agreed upon between the parties and required for establishment, location, enjoyment, provision, open roof and terrace of the building maintenance and/or management of the building.

THE FOURTH SCHEDULE ABOVE REFERRED TO:

(COMMON EXPENSES)

1. All cost of maintenance, operating, replacing, white washing (Once within two year), painting, re-building, re-construction, decoration, re-decoration, and lighting in the common parts and also the outer wall of the building, parking spaces and on gate of the building.
1. The salaries of all the persons employed for the said purpose.
2. All charges and deposit for suppliers of common facilities and utilities.
3. Municipality t a x e s , m u l t i -storied building taxes, other outgoing saves those separately assessed on the respective Flat/unit.
4. Cost and charges of establishment for maintenance for the building and for watch and ward staff.
5. All litigation's expenses for protecting the title of the said land and building.
6. All other expenses and outgoing and as are deemed by the developer to be necessary or incidental for protecting the interest and the right of the purchaser.
7. The office expenses and outgoing and as are deemed by the developer to be necessary or incidental for protecting the interest and the right of the purchaser.
8. All expenses referred to above shall be proportionately borne by the co-purchasers on and from the date of taking charges and occupation of their respective units but the purchaser shall not be liable to bear such charges in respect of unsold units/flats.
9. For all common expenses as mentioned here in above the all occupiers will contribute his proportioned amount on monthly basis.
10. Till the formation of society the maintenance of the building is under developers supervision and every occupier will paid maintenance charges @ ₹ _____ and _____paise per sq. ft. as per occupied area monthly within 10th of the next month. The delay more than 15 days is liable for panel interest @ 2% per months.
11. Electrical expenses relating to operating water pump. |

THE FIFTH SCHEDULE ABOVE REFERRED TO

(COMMON RESTRICTIONS FOR OCCUPIERS)

- Neither party shall use or permit to used the respective allocation in the building or any portion thereof for carrying on any obnoxious illegal and immoral trade or activity nor use thereof for any purpose which may cause any nuisance or hazard to the other occupiers of the building.

- Neither party shall demolish any wall or other structures in their respective allocation or any portion thereof or make any structural alteration therein without the previous consent of the other in this behalf.
- Neither party shall transfer or permit to transfer of their respective allocation or an portion thereof unless (s) such party shall have observed performed all to the and condition on their respective part to be observed and / or performed the proposed transferee shall have given a written undertaking to the terms and conditions hereof these presents and further that such transferee shall pay all and whatsoever shall be payable in relation to the area in their possession.
- Both parties shall abide by all always bye laws rules and regulations of the Government statutory bodies and / or local bodies as the case may be and shall attend to answer and be responsible for the said laws bye laws and regulations.
- The respective allocation shall deep the interior walls sewers pipes and other fittings and fixtures and appurtenances and floor and ceiling etc. in each of their respective allocation in the building in good working conditions and repair and in particular so as not to cause any damage to the building or any other space or accommodation therein and shall keep the other of them and / or the occupation of the building indemnified from against the consequence of any breach.
- No goods of other items shall be kept by the either party for display or otherwise in the corridors or other place or common use in the building and no hindrance shall be caused in any manner in the free covenant of users in the corridors and other place of common use in the building.
- Neither party shall throw or accumulate any directly rubbish and waste and refuse to permit the same to be thrown or accumulate in or about the building or in the compound corridor or any other portion or portion of the building.
- Neither parties is allowed to make any of the construction in common area, roofs etc. without proper permission of the developers and or associations.
- Neither party is allowed to use common area/open area within the campus of the building to use permanent nature of parking any of the vehicles.
- No roof garden is allowed.

IN WITNESS WHEREOF the Parties hereto have set and subscribe their respective hands and seal hereunto this the day, month and year first above written.

SIGNED SEALED AND DELIVERED by
the **VENDORS** at Dum Dum, Kolkata in the
presence of :

1.

2.

SIGNATURE OF THE VENDORS

SIGNED SEALED AND DELIVERED by
the **DEVELOPER** at Dum Dum, Kolkata
in the presence of:

1.

2.

SIGNATURE OF THE DEVELOPER

SIGNED SEALED AND DELIVERED by
the **PURCHASER** at Kolkata in the
presence of:

1.

SIGNATURE OF THE PURCHASER

DRAFTED BY:

Advocate
M.No. _____

RECEIVED from the within named PURCHASER the within mentioned sum of **Rs. 00,00,000/-**
(Rupees.....) only by way of total consideration money as per Memo below :-

MEMO OF CONSIDERATION

Cheque No.	Date	Bank & Branch Name	Amount
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	Total	Rs.00,00,000/-
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(Rupees) only

SIGNATURE OF THE WITNESS

1.

2.

SIGNATURE OF THE DEVELOPER

Identified by:

Name: _____

Son of _____,

by Faith-_____, Occupation:_____

Residing at – _____, P.O._____, P.S._____.

Kolkata-_____, District:_____.