

**DEED OF CONVEYANCE**

**Date:**

**Nature of Document: DEED OF CONVEYANCE**

Ria Construction  
Vanday Singh  
Proprietor

**Parties:** Collectively, the following which will include their and each of their respective heirs, executors, administrators, legal representatives and assigns.

**OWNER: (1) SRI. SUBHASIS MUKHERJEE, (having PAN No. BFQPM4385A)** son of Late Dipak Kumar Mukherjee and **(2) SMT. SOMA MUKHERJEE, (having PAN No. DHKPM3028J)** daughter of Late Dipak Kumar Mukherjee, both are by faith – Hindu, by Nationality – Indian, by Occupation – Service & Unemployed, all residing at 275, Rajapur East, Khalpar, Block – E, P.O. Santoshpur, P.S. Survey Park, Kolkata 700075, represented by his Constituted Attorney, executed and registered Development Power of Attorney dated 06/11/2025 in favour of **M/S. RIA CONSTRUCTION**, represented by its Proprietor **SRI. SANJAY KUMAR SINGH**, son of Sri Lal Deo Singh, by faith Hindu, by Nationality – Indian, by Occupation – Business, residing at 1133, Green Park, 1<sup>st</sup> Floor, P.O. - Mukundapur, P.S. - Purba Jadavpur, Kolkata – 700 099, registered at the Office of D.S.R. – III, Alipore, South 24 Parganas, and recorded in the Book No. I, Volume No. 1603-2025, Pages From 551846 to 551863, being **No. 20346, for the year 2025**, hereinafter called the ‘**OWNERS**’ of the **FIRST PART.**

**AND**

**PURCHASER: (1) SRI./SMT. ....**, son/daughter/wife of ....., **(having PAN-....., having AADHAAR NO. .... and having PHONE NO. ....)** by Occupation - ....., by Faith - Hindu, by Nationality – Indian, residing at ....., P.S. - ....., P.O. - ....., Kolkata-....., in the District of ....., State-West Bengal, hereinafter called ‘the **PURCHASER** of the **SECOND PART.**

**AND**

**DEVELOPER: M/S. RIA CONSTRUCTION**, having **PAN- ALXPS1254N**, and its Registered Office at 579, Purbalok, Kalikapur, P.O. - Mukundapur, P.S. - Purba-Jadavpur, Kolkata-700099 represented by its Sole Proprietor, **SRI SANJAY KUMAR SINGH**, son of Sri Lal Deo Singh, bearing **PAN-ALXPS1254N**, by faith Hindu, by Nationality – Indian, by Occupation – Business, residing at 1133, Green Park, 1<sup>st</sup> Floor, P.O. -Mukundapur, P.S. – Purba Jadavpur, Kolkata – 700 099 hereinafter called and referred to as the **DEVELOPER** (which expression shall unless excluded by or repugnant to the context be deemed to mean and include his heirs executors, administrators, representatives assigns) of the **THIRD PART**.

**Subject of Conveyance:**

**Transfer of said flat and Appurtenances:**

**Said Flat: ALL THAT** piece and parcel of one ..... facing Residential Flat No....., having super built up area ..... **Sq. Ft.** more or less on ..... Floor with Tiles Flooring consisting of ..... (.....) Bed Rooms, ..... (.....) Dining Cum Kitchen Room, ..... (.....) Balcony, ..... (.....) Bath, and ..... (.....) W.C of the G+IV Storied Building named as **“DEEP CHAYA RESIDENCY”** lying and situated at **05 Katha 12 Chittacks 00 Sq.Ft.** more or less, along with an old one storied building measuring 720 Sq.Ft. more or less, comprised in Mouza – Rajapur, C.S. Plot No. 986(Part) corresponding to R.S. Dag No. 1031 corresponding to L.R. Dag No. 1031, under C.S. Khatian No. 347 corresponding R.S. Khatian No. 323 & 518 corresponding to L.R. Khatian Nos. 2116, 2117 & 2118, J.L. No. 23, P.S. Kasba then Purba Jadavpur now Survey Park, Dist: South 24 Parganas, being **K.M.C. Premises No. 275, Rajapur East at Present Premises No. 1566, Survey Park**, (Mailing Add: 275, Rajapur East, Block – E, P.O. Santoshpur, P.S. Survey Park, Kolkata - 700075), under Ward No. 103 at present Ward No. 109, Borough – XII, within the limits of the Kolkata Municipal Corporation,

vide old Assessee No. 311033702752 and at present **Assessee No. 31-109-13-6725-0**, in the Dist. South 24 Parganas, morefully described in the **SECOND SCHEDULE** hereunder written (hereinafter called the **SAID PROPERTY**).

**Land Share:** Undivided, impartible, proportionate and variable share in the land comprised in the said property as is attributable to the Said Flat (Land Share). The Land Share is /shall be derived by taking into consideration in proportion,of the super built up area of the Said Flat out of the total super built up area of the Said Building.

**Share in Common Portions:** Undivided, impartible, proportionate and variable share and/or interest in the common areas, amenities and facilities of the Said Building as is attributable to the Said Flat (Share in Common Portions) and the said common areas, amenities and facilities are fully described in the **THIRD SCHEDULE** hereunder written (collectively Common Portions). The Share in Common Portions is /shall be derived by taking into consideration in proportion ofthe super built up area of the Said Flat out of the total super built up area of the Said Building.

**Background:**

**Ownership of the Landowners:** By virtue ofthe events and in the circumstances, the Landowner became the absolute owner of the Said Property, free from all encumbrances and remained in peaceful possession thereof, particularly described as follows:

**WHEREAS** One Ramdas Mondal was the absolute and lawful owner of some landed Properties(Sali) of Rayat Sthitiban Sattya, lying and/or situated at Mouza - Rajapur, J.L. No. 23, District Collectorate Touzi No. 109, R.S. No.14, appertaining to D.S. Dag No. 981/986, corresponding to D.S. Khatian No. 347, measuring about 62 Sataks and some another Sali Land, lying and/or situated in Mouza - Rajapur, J. L. No. 23, District Collectorate Touzi No. 109, R.S. No. 14, appertaining to D.S. Dag No.

981/989, corresponding to D.S. Khatian No. 347, measuring about 64 Sataks, i.e. in aggregated totally measuring about 126 Sataks Sali Land, lying and/or situated in Mouza - Rajapur, J.L. No. 23, District Collectorate Touzi No. 109, R.S. No. 14, appertaining to D.S. Dag No. 981/986 & 981/989, corresponding to D.S. Khatian No. 347, under District- 24 Parganas, P.S. - Jadavpur, then Kasba then Purba Jadavpur, now Survey Park, at present within the limits of the Kolkata Municipal Corporation and was in peaceful possession of the same, free from all encumbrances.

**AND WHEREAS** thereafter during his life time, said Sri Ramdas Mondal, out of his 62 Satakas Sali Land of Dag No. 981/986 and out of his 17 Sataks Sali Land of Dag No. 926, i.e. out of his total Sali Land measuring 79 Sataks of Dag Nos. 981/986 & 926, gifted and transferred 1/3<sup>rd</sup> (i.e. 26 Sataks more or less) of his Rayati Sattya right /possessional right out of the said 79 Sataks Sali Land belonging to Dag Nos. 981/986 & 926, in favour of one of his son Sri Debendra Nath Mondal against Khazna/Revenue/Taxes @1.31 Paise per annum of the aforesaid total transferred Jamindari/Lands forever. And after the said transfer/gift, said Ramdas Mondal was in peaceful possession of the rest of 2/3<sup>rd</sup> portion of his afore-stated total land i.e. 53 Sataks Sali Land under Dag Nos. 981/986 & 926 and was enjoying the same free from all encumbrances. Thereafter said Ramdas Mondal died intestate leaving behind his three sons namely Surendra Nath Mondal, Narendra Nath Mondal & Debendra Nath Mondal as his only legal heirs to inherit his rest of the said Sali land i.e. 53 Sataks after afore-stated transfer/gift to Debendra Nath Mondal, under Dag Nos. 981/986 & 926.

**AND WHEREAS** accordingly said Debendra Nath Mondal after the said transfer by his father in his favour, the said Sali Land totally measuring 26 Satakes, under Dag Nos. 981/986 & 926, said Debendra Nath Mondal was in peaceful possession of the same and was enjoying

the same, free from all encumbrances. Thereafter the said Debendra Nath Mondal during his life time had fully enjoyed the easement right as sole owner of 16 Annas shares as Rayati right and was in peaceful possession of the same and at the time of Revisional Settlement his name was also recorded as the sole lawful Owner of the aforesaid landed properties, measuring 20 Sataks, under R.S. Dag No. 1031, corresponding to R.S. Khatian No. 518 along with said Sali Land measuring about 06 Sataks under R.S. Dag No. 1031, by paying taxes/rents/ revenues in every year to the concerned departments of Govt. of West Bengal. And simultaneously at the time of Revisional Settlement, the rest of the  $\frac{2}{3}$ <sup>rd</sup>, portion of Sali land, measuring 42 Sataks, was recorded in the names of Surendra Nath Mondal, Debendra Nath Mondal & Narendra Nath Mondal, under Dag Nos. 981/986 & 926, corresponding to R.S. Dag No. 1031, appertaining to R.S. Khatian No. 323 against Rayati processional right. Thereafter said Surendra Nath Mondal, Debendra Nath Mondal & Narendra Nath Mondal amicably partitioned their aforesaid. inherited total Sali land measuring 42 Sataks proportionately amongst themselves. and after amicable demarcation they were individually in peaceful physical possession of their own  $\frac{1}{3}$ <sup>rd</sup>, demarcated portion and enjoying the same, free from all encumbrances. Subsequently during his life time, said Narendra Nath Mondal sold transferred conveyed his afore-stated  $\frac{1}{3}$ <sup>rd</sup>, demarcated share of Sali Land under Dag No. 1031, along with his others land to Sri Jatindra Nath Naskar, which was duly registered in the Office of Sub-Registrar Alipore, and recorded in Book No. I, Volume No. 85, Pages from 198 to 200, **being No. 5582, for the year 1959.**

**AND WHEREAS** thereafter said Surendra Nath Mondal died intestate leaving behind his only son Jatindra Nath Mondal to inherit his afore-stated  $\frac{1}{3}$ <sup>rd</sup>, proportionate demarcated share of Sali Land, under R.S. Dag No. 1031, corresponding to R.S. Khatian No. 323 & 518 and after that said Jatindra Nath Mondal due to his urgent need of money sold transferred conveyed his aforesaid inherited Sali land under R.S.

Dag No. 1031, corresponding to R.S. Khatian No. 323 unto and in favour of one Birendra Nath Roy Chowdhury, being the name lender (Benamdar) of Sri Jadu Gopal Goswami under valuable consideration, which was duly registered in the Office of Sub-Registrar Alipore, on 07.07.1962, and recorded in Book No. I, Volume No. 108, Pages From 63 to 65, **being No. 5799, for the year 1962.**

**AND WHEREAS** by a Deed of Sale, dated 14.07.1962, registered in the Office of Sub- Registrar at Alipore and recorded in Book No. I, Volume No. 107, Pages From 110 to 115, **being No. 6041 for the year 1962**, the said Debendra Nath Mondal sold, transferred and conveyed all his afore-stated Gifted and inherited Sali land of R.S. Dag No. 1031 under R.S. Khatian Nos. 323 & 518, at Mouza - Rajapur, unto and in favour of one Birendra Nath Roy Chowdhury, being the name lender (Benamdar) of Sri Jadu Gopal Goswami under valuable consideration.

**AND WHEREAS** by a Deed of Sale, dated 23.07.1962, registered in the Office of Sub- Registrar at Alipore and recorded in Book No. I. Volume No. 115, Pages From 148 to 152, **being No. 6313 for the year 1962**, the said Jatindra Nath Naskar sold, transferred and conveyed all his afore-stated purchased Sali land of R.S. Dag No. 1031, at Mouza - Rajapur, unto and in favour of one Birendra Nath Roy Chowdhury, being the name lender (Benamdar) of Sri Jadu Gopal Goswami under valuable consideration.

**AND WHEREAS** by virtue of the above mentioned three nos. of Sale Deed (Saaf Bikroy Kobala), the said Birendra Nath Roy Chowdhury, being the name lender (Benamdar) of Sri Jadu Gopal Goswami was seized and possessed of the said total Sali Land measuring 62 Decimals, under R.S. Dag No. 1031, corresponding to R.S. Khatian Nos. 323 & 518. Thereafter by a Deed of Disclaim (Nadabi Patra), dated 09.08.1962, duly registered at S.R. Alipore and recorded in Book No. I, Vol. No. 133, page from 15 to

10, Dee No. 6949, for the year 1962, the said Birendra Nath Roy Chowdhury released, relinquished and/or transferred the said Sali land totally measuring about 62 Sataks under R.S. Dag No. 1031 corresponding to R.S. Khatian Nos. 323 & 518 unto and in favour of the original Owner said Sri Jadu Gopal Goswami.

**AND WHEREAS** after that said disclaim, said Jadu Gopal Goswami was in peaceful possession of the same and enjoying the same, free from all encumbrances.

**AND WHEREAS** by a registered Deed of Sale (Saaf Bikroy Kobala), said Jadu Gopal Goswami, the Vendor therein, sold transferred conveyed his afore mentioned total Sali Land measuring 62 Sataks, under Mouza Rajapur, R.S. Dag No. 1031, appertaining to R.S. Khatian Nos. 323 & 518, J.L. No. 23, P.S. Kasba then Purba Jadavpur now Survey Park, Dist. South 24 Parganas, unto and in favour of Sri Biplab Kumar Das & Sri Dipak Kumar Kumar Das, which was duly registered in the Office of Sub-Registrar, Alipore, on 27.07.1977 and after the said purchase said Sri Biplab Kumar Das & Sri Dipak Kumar Das were in peaceful physical possession of the same, free from all encumbrances. Thereafter said Sri Biplab Kumar Das & Sri Dipak Kumar Das as per under Urban Land Ceiling & Regulation Act. applicable thereto applied before the concerned Authority on 04.06.1977 to sell their aforesaid total Sali land measuring 62 Sataks to intending purchasers/buyers and got the requisite permission on 04.08.1977.

**AND WHEREAS** being absolute Owners of the said landed properties, the said Sri Biplab Kumar Das and Sri Dipak Kumar Das prepared a scheme of small plots of land out of their afore-stated total Sali Land measuring about 62 Sataks, under R.S. Dag No. 1031, appertaining to R.S. Khatian Nos. 323 & 518, along with adjacent roads and necessary easements etc. out of the aforesaid landed property and

declared for the absolute sale of the same to the interested buyers. Accordingly after sale, a plot of Sali Land measuring about 05 Cottahs 12 Chittacks were unsold and under possession of said Sri Biplab Kumar Das & Sri Dipak Kumar Das and they declared for the sale to the intending buyer/s.

**AND WHEREAS** by a registered Deed of Sale (Saaf Bikroy Kobala), said Sri Biplab Kumar Das & Sri Dipak Kumar Das, the Vendors therein, sold transferred conveyed a Sali Land, measuring about **02 Cottahs 14 Chittacks 00 Sq.Ft.** more or less, comprised in Mouza - Rajapur, C.S. Plot No. 986(Part) corresponding to R.S. Dag No. 1031, C.S. Khatian No. 347 corresponding to R.S. Khatian No. 323 & 518, J.L. No. 23, P.S. Kasba then Purba Jadavpur now Survey Park, Dist. South 24 Parganas, which was duly registered in the Office of Sub-Registrar, Alipore, on 17.04.1979 and recorded in Book No. I, Vol. No. 40, Pages 89 to 97 **being No. 1550, for the year 1979** in favour of **SRI. DIPAK KUMAR MUKHERJEE** and accordingly the **SRI. DIPAK KUMAR MUKHERJEE** being the absolute Owner of the said Plot of Land, was in peaceful physical possession of the same, free from all encumbrances.

**AND WHEREAS** by another registered Deed of Conveyance (Saaf Bikroy Kobala), said Sri Biplab Kumar Das & Sri Dipak Kumar Das, the Vendor therein sold transferred conveyed their rest of the Sali Land, measuring about **02 Cottahs 14 Chittacks 00 Sq. Ft.** more or less, comprised in Mouza - Rajapur, C.S. Plot No. 986(Part) corresponding to R.S. Dag No. 1031, C.S. Khatian No. 347 corresponding to R.S. Khatian No. 323 & 518, J.L. No. 23, P.S. Kasba then Purba Jadavpur now Survey Park, Dist. South 24 Parganas, which was duly registered in the Office of Sub-Registrar, Alipore, on 01.08.1979 and recorded in Book No. I, Volume No. 89, Pages From 76 to 84, **being No. 3393, for the year 1979**, in favour of **SRI. DIPAK KUMAR MUKHERJEE** and accordingly the said **SRI. DIPAK KUMAR MUKHERJEE** being the absolute Owner of

the said Plot of Land, was in peaceful physical possession of the same, free from all encumbrances and also erect a **single storied dwelling house** measuring about **720 Sq.Ft. more or less**.

**AND WHEREAS** since then the said **SRI. DIPAK KUMAR MUKHERJEE**, was in absolute occupation and possession of the said adjacent property/s/plots of land, as absolute lawful owner thereof and also amalgamated his aforesaid two landed property, adjacent to each other, into a single plot of land, in aggregated totally measuring about **05 Cottahs 12 Chittacks 18 Sq.Ft.** along **with one storied building** measuring **720 Sq.Ft. more or less** and got his name recorded in the records of The Kolkata Municipal Corporation, known and numbered as **K.M.C. Premises No. 275, Rajapur East at present K.M.C. Premises No. 1566, Survey Park** (Mailing Add.: 275, Rajapur East, Block – E, P.O. Santoshpur, P.S. Survey Park, Kolkata - 700075), K.M.C. Ward No. 103 at present Ward No. 109, Borough - XII, within the limits of the Kolkata Municipal Corporation, vide Assessee No. 31-103-37-0275-2 at present Assessee No. 31-109-13-6725-0, in the District South 24 Parganas.

**AND WHEREAS** said Sri Dipak Kumar Mukherjee died intestate on 02.03.1989, leaving behind his wife. **SMT. CHHAYA MUKHERJEE**, one daughter, namely, **SMT. SOMA MUKHERJEE** and one son **SRI. SUBHASIS MUKHERJEE**, as his only legal heirs/successors as per the provisions of the Hindu Succession Act. 1956.

**AND WHEREAS** accordingly after the demise of said DIPAK KUMAR MUKHERJEE, the Owners thereto, namely **SRI SUBHASIS MUKHERJEE (Son), SMT. SOMA MUKHERJEE (daughter) & SMT. CHIAYA MUKHERJEE (wife)**, by way of inheritance, became the sole and absolute lawful Joint owners of the said two plots of land in aggregated measuring about **05 Cottahs 12 Chittacks 00 Sq.Ft.** more or less along with **one storied building** measuring **720 Sq.Ft. more or less**, lying and/or

situated in Mouza - Rajapur, C.S. Plot No. 986(Part) corresponding to R.S. Dag No. 1031, C.S. Khatian No. 347, corresponding to R.S. Khatian No. 323 & 518, J.L. No. 23, P.S. Kasba then Purba Jadavpur now Survey Park, Dist. South 24 Parganas. being **K.M.C. Premises No. 275, Rajapur East at present K.M.C. Premises No. 1566, Survey Park** (Mailing Add: 275, Rajapur East, Khalpar, Kolkata - 700075), K.M.C. Ward No. 103 at present Ward No. 109, Borough - XII, within the limits of the Kolkata Municipal Corporation, in the District South 24 Parganas (more fully and particularly mentioned in the **FIRST SCHEDULE** hereunder and hereinafter be referred to as "SAID PROPERTY/LAND/PREMISES" for any future references). And mutated their name in the connection of the Kolkata Municipality Corporation, being **old Premises No. 275, Rajapur East, and new Premises No. 1566, Survey Park** (Mailing Add: 275, Rajapur East, Block - E, P.O. Santoshpur, P.S. Survey Park, Kolkata - 700075), K.M.C. Ward No. 103 at present Ward No. 109, and vide **Assessee No. 31-103-37-0275-2** at present **Assessee No. 31-109-13-6725-0**. And also mutated their names in the connection of B.L.&L.R.O., being **L.R. Dag No. 1031 under L.R. Khatian Nos. 2118, 2116 & 2117** under Mouza - Rajapur, J.L. No. 23, paying taxes regularly. And has been possessing the same as their exclusive and absolute property without any objection and/or interference from anybody.

**AND WHEREAS SMT. CHHAYA MUKHERJEE, SRI. SUBHASIS MUKHERJEE & SMT. SOMA MUKHERJEE**, the First Party therein thus being absolutely seized and possessed of or otherwise well and sufficiently entitled to the said property as mentioned in the schedule of the land herein below and are in actual physical possession of the same as absolute lawful joint owners thereof.

**AND WHEREAS** the said Land owner, **SMT. CHHAYA MUKHERJEE, SRI. SUBHASIS MUKHERJEE & SMT. SOMA MUKHERJEE** entered into a Development Agreement, on dated 2<sup>nd</sup> May,

2023 with **M/S. RIA CONSTRUCTION**, its Registered Office at 579, Purbalok, Kalikapur, P.O. - Mukundapur, P.S. - Purba-Jadavpur, Kolkata - 700099 represented by its Sole Proprietor, **SRI SANJAY KUMAR SINGH**, son of Sri Lal Deo Singh, the Developer herein, for constructiong a multi-storied building on the said land, under some terms and condition mentioned in the said Development Agreement which was registered at the Office of the D.S.R. – II, Alipore, South 24 Parganas and recorded in Book No. I, Volume No. 1602-2023, Pages From 203901 to 203948, **being No. 160206017 for the Year 2023.**

**AND WHEREAS** the said land owner **SMT. CHHAYA MUKHERJEE, SRI. SUBHASIS MUKHERJEE & SMT. SOMA MUKHERJEE**, execute a Development Power of Attorney after Registered Development Agreement dated 2<sup>nd</sup> May, 2023 and registered in the office of D.S.R. – II, Alipore, South 24 Parganas, and recorded in the Book No. I, Volume No. 1602-2023, Pages From 208278 to 208300, being **No. 160206185, for the year 2023**, appointing the said **M/S. RIA CONSTRUCTION**, its Registered Office at 579, Purbalok, Kalikapur, P.O. - Mukundapur, P.S. - Purba-Jadavpur, Kolkata - 700099 represented by its Sole Proprietor, **SRI SANJAY KUMAR SINGH**, son of Sri Lal Deo Singh, as his Constituted Attorney.

**AND WHEREAS** thereafter the said **SMT. CHHAYA MUKHERJEE, SRI. SUBHASIS MUKHERJEE & SMT. SOMA MUKHERJEE**, being represented by her constitute attorney **M/S. RIA CONSTRUCTION**, having **PAN - ALXPS1254N**, and its Registered Office at 579, Purbalok, Kalikapur, P.O. - Mukundapur, P.S. - Purba-Jadavpur, Kolkata - 700099 represented by its Sole Proprietor, **SRI. SANJAY KUMAR SINGH**, son of Sri Lal Deo Singh, registered One Boundary Declaration for KMC, which was duly registered on dated 22/12/2023 in the office of D.S.R. – II, Alipore, South 24 Parganas, and recorded in the Book No. I, Volume No. 1602-2023, Pages From 645599 to 645611, being **No. 160218097, for the year 2023.**

**AND WHEREAS** the said **SMT. CHHAYA MUKHERJEE, SRI. SUBHASIS MUKHERJEE & SMT. SOMA MUKHERJEE**, being represented by her constitute attorney **M/S. RIA CONSTRUCTION**, registered Office at 579, Purbalok, Kalikapur, P.O. - Mukundapur, P.S. - Purba-Jadavpur, Kolkata - 700099 represented by its Sole Proprietor, **SRI. SANJAY KUMAR SINGH**, son of Sri Lal Deo Singh, also execute One Declaration (Common Passage), which was duly registered on dated 22/12/2023 in the office of D.S.R. – II, Alipore, South 24 Parganas, and recorded in the Book No. I, Volume No. 1602-2023, Pages From 645636 to 645650, being **No. 160218096, for the year 2023.**

**AND WHEREAS** With the intention of developing and commercially exploiting the said Property by constructing the said Building thereon and selling spaces therein (Flats/Garage/Shops), the Developer has got a building plan vide its **B.P. No. 2025120089**, dated 02.06.2025 for construction of a **G+IV** Storied Building over the said premises sanctioned by the Kolkata Municipality Corporation.

**AND WHEREAS** during the existence of the said Development Agreement, the said land owner namely **SMT. CHHAYA MUKHERJEE** died intestate on 24.02.2024 leaving behind his one daughter namely **SMT. SOMA MUKHERJEE** and one son namely **SRI. SUBHASIS MUKHERJEE** as his only legal heirs and successor as per the provisions of the Hindu Succession Act. 1956.

**AND WHEREAS** accordingly after the demise of said SMT. CHHAYA MUKHERJEE, the Owners hereto, namely **SMT. SOMA MUKHERJEE (daughter)** and **SRI. SUBHASIS MUKHERJEE (son)**, by way of inheritance, became the sole and absolute lawful Joint owners of the said two plots of land in aggregated measuring about **05 Cottahs 12 Chittacks 00 Sq.Ft.** more or less along with **one storied building**

measuring **720 Sq.Ft. more or less**, lying and/or situated in Mouza - Rajapur, C.S. Plot No. 986(Part) corresponding to R.S. Dag No. 1031 corresponding to L.R. Dag No. 1031, under C.S. Khatian No. 347 corresponding R.S. Khatian No. 323 & 518 corresponding to L.R. Khatian Nos. 2116, 2117 & 2118, J.L. No. 23, P.S. Kasba then Purba Jadavpur now Survey Park, Dist. South 24 Parganas. being **K.M.C. Premises No. 275, Rajapur East at present K.M.C. Premises No. 1566, Survey Park** (Mailing Add: 275, Rajapur East, Khalpar, Kolkata - 700075), K.M.C. Ward No. 103 at present Ward No. 109, Borough - XII, within the limits of the Kolkata Municipal Corporation, in the District South 24 Parganas (more fully and particularly mentioned in the **FIRST SCHEDULE** hereunder and hereinafter be referred to as "SAID PROPERTY/LAND/PREMISES" for any future references). And also mutated their name in the connection of the Kolkata Municipality Corporation, being old Premises No. 275, Rajapur East, **and new Premises No. 1566, Survey Park** (Mailing Add: 275, Rajapur East, Block - E, P.O. Santoshpur, P.S. Survey Park, Kolkata - 700075), K.M.C. Ward No. 103 at present Ward No. 109, and vide **Assessee No. 31-103-37-0275-2** at present **Assessee No. 31-109-13-6725-0**, and paying taxes regularly. And has been possessing the same as their exclusive and absolute property without any objection and/or interference from anybody.

**AND WHEREAS** the said premises is free from all encumbrances, liens, charges, lispences whatsoever and has a good and marketable title.

**DEVELOPMENT AGREEMENT:**

Said Land owners, **(1) SRI. SUBHASIS MUKHERJEE**, son of Late Dipak Kumar Mukherjee and **(2) SMT. SOMA MUKHERJEE**, daughter of Late Dipak Kumar Mukherjee, entered into a Development Agreement, on dated 6<sup>th</sup> Day of November, 2025 with **M/S. RIA CONSTRUCTION**, its

Registered Office at 579, Purbalok, Kalikapur, P.O. - Mukundapur, P.S. - Purba-Jadavpur, Kolkata - 700099 represented by its Sole Proprietor, **SRI. SANJAY KUMAR SINGH**, son of Sri Lal Deo Singh, the Developer herein, for constructiong a multi-storied building on the said land, under some terms and condition mentioned in the said Development Agreement which was registered at the Office of the D.S.R. – III, Alipore, South 24 Parganas and recorded in Book No. I, Volume No. 1603-2025, Pages From 551558 To 551602, **being No. 20334 for the Year 2025.**

**GENERAL POWER OF ATTORNEY:-**

The said land owners **1) SRI. SUBHASIS MUKHERJEE**, son of Late Dipak Kumar Mukherjee and **(2) SMT. SOMA MUKHERJEE**, daughter of Late Dipak Kumar Mukherjee, execute a Development Power of Attorney after Registered Development Agreement dated 6<sup>th</sup> Day of November, 2025 and registered in the office of D.S.R. – III, Alipore, South 24 Parganas, and recorded in the Book No. I, Volume No. 1603-2025, Pages From 551846 to 551863, being **No. 20346, for the year 2025**, appointing the said **M/S. RIA CONSTRUCTION**, its Registered Office at 579, Purbalok, Kalikapur, P.O. - Mukundapur, P.S. - Purba-Jadavpur, Kolkata - 700099 represented by its Sole Proprietor, **SRI. SANJAY KUMAR SINGH**, son of Sri Lal Deo Singh, as his Constituted Attorney.

**PLAN SANCTION:**

With the intention of developing and commercially exploiting the said Property by constructing the said Building thereon and selling spaces therein (Flats/Garage/Shops), the Developer has got a building plan vide its **B.P. No. 2025120089**, dated 02.06.2025, for construction of a **G+IV** Storied Residential Building over the said premises sanctioned by the Kolkata Municipality Corporation.

**Construction of Building:** The said Developer is constructing a multi-storeyed building namely “**DEEP CHAYA RESIDENCY**” known the said land more fully described in the **FIRST SCHEDULE** hereunder written.

**SUPER BUILT UP AREA:** Super Built Up Area means the total covered area plus proportionate share of service area.

**SALE OF COMPOSITE UNIT:** Pursuant to an execution of Agreement for Sale made between the Purchaser and the Landowner through his Constituted Attorney and the Developer to purchase of an Apartment in the said “**DEEP CHAYA RESIDENCY**”, the Developer by execution of the said Agreement for Sale, provisionally agreed to allot to the Purchaser herein the Flat, fully described in the **SECOND SCHEDULE** hereunder written,, subject to the Purchaser agreeing to the terms and conditions contained in the said Agreement for Sale.

**SALE OF LAND SHARE :** The Developer shall have right to allot the undivided proportionate share in the said land attributable to the said Apartments to such prospective purchasers who are selected by the Developer for allotment of the Flats (Intending Purchasers).

**SATISFACTION AND POSSESSION:** Upon completion of construction of the proposed Building and the Purchaser having complied with all the terms and conditions of the Agreement for Sale and making payment of the agreed price in the manner contained in the Agreement for Sale dated ...../...../20....., the Developer herein had called upon the Purchaser/s to take possession of the said Flat and the Purchaser/s shall took possession thereof upon fully satisfying himself/themselves being satisfied with the title of the Vendor to the land, the sanction of Building Plan and the specification for construction of the Apartment.

**COMPLETION OF SALE:** At the request of the Purchaser herein, the Landowner through his Constituted Attorney and the Developer (Collectively

–the Transferors) are hereby completing the sale in respect of the said Flat in favour of the Purchaser herein.

**FREE FROM ENCUMBRANCES:** The land is free from all encumbrances of each and every nature whatsoever including but not limited to all claims, demands, encumbrances, mortgages, charges, liens, attachments, lis-pendens, uses, debutters, trusts, prohibitions, Income Tax Attachments, Financial Institution Charges, reversionary rights, residuary rights and statutory prohibitions and liabilities whatsoever.

**OTHER RIGHTS:** Together with all other rights appurtenant to the Said Apartment and Appurtenances.

**NOW THIS DEED WITNESSES:**

**SALE :** The Developer hereby sell, grants, transfers and conveys to the Purchaser the said Flat together with the undivided proportionate share in the land and the right to use and enjoy the undivided, impartible proportionate share in the said building named as **“DEEP CHAYA RESIDENCY”** with the Common Portions of the said Building absolutely and forever, free from all encumbrances, which the Purchaser shall have right to hold forever hereafter, at or for the consideration of **Rs. ..../- (Rupees ..... Only)** the entirety of which has been paid by the Purchaser to the Developer at or before the execution hereof, the receipt whereof the Developer hereby admits and acknowledges and releases to the Purchaser the Flat together with the undivided proportionate share of land, of and from the same subject to the observance and performance of the specific covenants stipulations, restrictions and obligations mentioned hereafter. It is a sale within the meaning of Section 54 of the Transfer of Property Act.

**PURCHASER' COVENANTS:**

The Purchaser doth hereby covenants with the Developer, as follows:

- 1) The Purchaser has inter alia, inspected and verified all the documents including (right, title and interest of the Landowner and/or the Developer in respect of the Project) the Plan (approved by Kolkata Municipal Corporation) of **"DEEP CHAYA RESIDENCY"**, and the Apartment and is satisfied as to the construction thereof and the condition and description of all fixtures and fittings installed and/or provided therein and also as to the amenities and facilities appertaining to the said Apartment and as to the nature, scope and extent of benefit or interest in the **"DEEP CHAYA RESIDENCY"**, Common Portions and the Building Common Portions.
- 2) The Purchaser shall not ask the Developer to undertake any repair or rectification work in the Apartment after handing over possession of the Apartment.
- 3) The Purchaser shall not raise any complaint regarding design, layout, accommodation, specifications, fittings and fixtures etc. of the Apartment and/or amenities, utilities and/or facilities provided in the apartment and/or in the Building Common Portions and/or with regard to maintenance of **"DEEP CHAYA RESIDENCY"**, and/or with regard to formation of maintenance organization/association for the **"DEEP CHAYA RESIDENCY"**, after handing over possession of the Apartment.
- 4) The Developer shall not be liable to pay any maintenance or other charges, for any vacant Flat in the **"DEEP CHAYA RESIDENCY"**.
- 5) The **"DEEP CHAYA RESIDENCY"**, Common Portions, the Building Common Portions cannot, on any ground, whatsoever be partitioned or divided nor can anybody, whatsoever, be entitled to claim to have exclusive right, of any manner whatsoever, to any portion or portions of the **"DEEP CHAYA RESIDENCY"**.

6) The Purchaser shall on and from the Date of Possession of the Flat pay municipal Taxes, charges, levies and impositions payable as the Owner or Occupier of the Flat and properties appurtenant thereto, including all charges for repairs, maintenance and/or replacement and also the proportionate share of all taxes, levies and/or impositions as may be payable by the Purchaser for the management, administration and maintenance of **“DEEP CHAYA RESIDENCY”**, Common Portions, the Building Common Portions and all these liabilities shall be perpetual even though the same be not expressly mentioned in any future conveyance or instrument of transfer.

7) The proportionate undivided interest in the **“DEEP CHAYA RESIDENCY”**, Common Portions shall not be transferable except along with the Flat hereby sold to the Purchaser/s and shall be deemed to be conveyed and encumbered with the Flat even though the same be not expressly mentioned in any future conveyance or instrument of transfer.

8) The Purchaser is purchasing the said Flat after having full knowledge of all laws/notifications and rules applicable in respect of the area where the land is situated.

9) The Purchaser has fully satisfied himself about the right, interest and/or title of the Developer as well as Landowner to the Land on which the Building is constructed.

10) The Purchaser shall use the said Flat only for the residential purpose.

11) The roof in the **“DEEP CHAYA RESIDENCY”**, will mean the ultimate roof of the building which will be for the common use for all the Purchaser/s of that Building. The Purchaser herein shall use the roof of the Building in common with the other Flat owner/s of the Building.

12) The Purchaser/s shall not allow the said Flat to be used as to cause annoyance to the Owner/Occupier of the adjoining or neighboring Flat/s

and shall not allow it to be used for any unhygienic, unlawful or immoral purpose or purposes subversive to the Government established by law in India.

13) The Purchaser/s admits, acknowledges and accepts that, Notwithstanding Anything herein contained, all common areas, facilities, amenities and portions in the **“DEEP CHAYA RESIDENCY”**, in which the Flat is located and enjoyed in common by the Purchasers/residents thereof.

**DEVELOPER COVENANT:** The Developer, in future, shall at the request and cost of the Purchaser, execute such documents that may be required for perfecting and bettering the title or the Purchaser/s to the said Flat or more effectually transferring the said Flat to the Purchaser/s.

**POSSESSION:** The Developer has handed over the peaceful possession of the Flat to the Purchaser/s herein, at or before the execution hereof, which the Purchaser doth hereby admits and acknowledges.

**OBLIGATION OF THE PURCHASER/S** : On and from the Date of Possession, the Purchaser/s shall :

**a. Residential Use** : use the Said Flat for Residential purpose only, Under no circumstances shall the Purchaser/s use or allow to be used the Said Flat for commercial, industrial or other non-residential purposes. The Purchaser/s shall also not use the Said Flat as a religious establishment, guest house, serviced apartment, mess, chummary, hotel, restaurant, nursing home, club, school or other public gathering place.

**b. No Alteration** : Not after purchase modify or in any manner change the (1) elevation and exterior colour scheme of the Said Building and (2) design and/or the colour scheme of the windows, grills and the main door of the Said Flat without the permission in writing of the Developer. In the event the Purchaser/s make the said alterations/changes, the Purchaser/s shall

compensate, the Developers as it will be estimated by the Developer.

**c. No Structural Alteration** : Not alter, modify or in any manner change the structure by any civil construction in the Said Flat and Appurtenances or in the Common Portions of the Said Building.

**d. No Sub-Division** : Not sub-divide the Said Flat and Appurtenances and the Common Portions, under any circumstances.

**e. No Changing Name** : Not change/alter/modify the name of the Said Building from those mentioned in this Agreement.

**f. No Nuisance and Disturbance** : Not use the Said Flat or permit the same to be used in such manner or commit any act, which may in any manner cause nuisance or annoyance to other occupants of the Said Building and/or the neighboring properties and not make or permit to be made any disturbance or do or permit anything to be done that will interfere with the rights, comforts or convenience of other occupants.

**g. No Storage** : Not store or cause to be stored and not place or cause to be placed any goods, articles or things in the Common Portions.

**h. No Obstruction to Developer/Association** : Not obstruct the Developer/ Association (upon formation) in their acts relating to the Common Portions and not obstruct the Developer in further constructing on the Top roof of the Said Building and selling and granting rights to any person on any part of the Said Building/Said Property (excepting the Said Flat and Appurtenances).

**i. No Obstruction of Common Portions** : Not obstruct pathways and passages or use the same for any purpose other than for ingress to and egress from the Said Flat.

**j. No Throwing Refuse** : Not throw or accumulate or cause to be thrown or accumulated any dust, rubbish or other refuse in the Common Portions save at the places indicated therefore.

**k. No Injurious Activities** : Not carry on or cause to be carried on any obnoxious or injurious activity in or through the Said Flat or the Common Portions.

**l. No Storing Hazardous Articles** : Not keep or store any offensive, combustible, obnoxious, hazardous or dangerous articles in the Said Flat.

**m. No Floor Damage** : Not keep any heavy articles or things, which are likely to cause damage to the floors or operate any Machine save and except usual home appliances.

**n. No Use of Machinery** : Not install or operate any Machinery or equipment except household appliances.

**o. No Right in Other Areas:** The Purchaser/s shall not have any right in the other portions of the saidProperty and the Purchaser/s shall not raise any dispute or make any claim with regard to the Developer's right either constructing or not constructing on the said other portions.

**Developer's Covenants** :The Developer covenants with the Purchaser/s and admit and accept that :

**No Creation of Encumbrance** : The Developer shall not create any charge, mortgage, lien and/or shall not sell, transfer, convey and/or enter into any agreement with any person other than the Purchaser/s in respect of the Said Flat And Appurtenances, subject to the Purchaser/s fulfilling all terms, conditions and obligations of this Agreement.

**COSTS OF STAMP DUTY AND REGISTRATION FEE:** The Purchaser will bear and pay the costs of Stamp Duty and Registration Fees of this Conveyance and other legal expenses for the registration.

**THE FIRST SCHEDULE ABOVE REFERRED TO**

(Description of the Land)

**ALL THAT** the homestead land in aggregated measuring about **05 Katha 12 Chittacks 00 Sq.Ft.** more or less, along with an old one storied building measuring 720 Sq.Ft. more or less, comprised in Mouza – Rajapur, C.S. Plot No. 986(Part) corresponding to R.S. Dag No. 1031 corresponding to L.R. Dag No. 1031, under C.S. Khatian No. 347 corresponding R.S. Khatian No. 323 & 518 corresponding to L.R. Khatian Nos. 2116, 2117 & 2118, J.L. No. 23, P.S. Kasba then Purba Jadavpur now Survey Park, Dist: South 24 Parganas, being K.M.C. **old Premises No. 275, Rajapur East at present Premises No. 1566, Survey Park,** (Mailing Add: 275, Rajapur East, Block – E, P.O. Santoshpur, P.S. Survey Park, Kolkata - 700075), under Ward No. 103 at present Ward No. 109, Borough – XII, within the limits of the Kolkata Municipal Corporation, vide old Assessee No. 311033702752 and at **present Assessee No. 31-109-13-6725-0,** Kolkata – 700075, in the Dist. South 24 Parganas, butted and bounded as follows:

On the North By	:	By C.S. Plot No. 981
On the South By	:	By 12 Ft. wide K.M.C. Road
On the East By	:	By Plot No. A-83, Sammilani Park
On the West By	:	By 9.250 M. Wide Black Top Road

**(ROAD ZONE : Bengal Ambuja and Other Co.Op ----  
M.I.G, and G+4 and Below)**

**THE SECOND SCHEDULE ABOVE REFERRED TO**

(Description of the Flat)

**ALL THAT** piece and parcel of one ..... facing Residential Flat No....., having super builtup area ..... **Sq. Ft.** more or less on ..... Floor with Tiles Flooring consisting of ..... (.....) Bed Rooms, ..... (.....) Dining Cum Kitchen Room, ..... (.....) Balcony, ..... (.....) Bath, and ..... (.....) W.C. of the G+IV Storied Building named as **“DEEP CHAYA RESIDENCY”** consisting of several self-contained flats, Covered Car Parking space being no. .... & Spaces 135 sq. ft., and other spaces **TOGETHER WITH** undivided proportionate share of land fully described in the **First Schedule** hereinabove written **TOGETHER WITH** right to enjoy the proportionate share or interest in the common areas and parts of the said building, fully described in the **THIRD SCHEDULE** hereunder written subject to payment of proportionate common expenses applicable to the said Flat mentioned in the **FOURTH SCHEDULE** hereunder written **TOGETHER WITH** the Net price shall be paid in the manner mentioned in the **FIFTH SCHEDULE** hereunder written.

Morefully and particularly described in the **MAP or PLAN** annexed herewith.

**THE THIRD SCHEDULE ABOVE REFERRED TO**

(Particulars of the Common areas and Parts)

The Owner, Intending Purchasers entitled to use the Common user of the Common Areas and the Common Parts mentioned in this Indenture shall include:

1. Staircase leading to all floors.
2. Main gate of the said building of the said Holding and Common Passage and lobby on the Ground Floor to Top Floor.

3. Water Pumps, Water Tank, Water Pipes and Overhead Tank on the ultimate roof and other common plumbing installation and also Pump.
4. Installation of Common Services viz. Electricity, Water Pipes, Sewerage, Rain water pipes.
5. Lighting in common space, passage, staircase including electric Meter, and its fittings.
6. Common Electric Meter and Box.
7. Electric wiring, Meter for lighting staircases, lobbies and other common areas (excluding those as are installed for any particular floor) and space required thereof, common walls in between the Units, and any other unit beside the same on any side thereof.
8. Windows, Doors, Grills and other fittings of the common areas of the Building.
9. Such other common parts, areas, equipments, installations, fixtures, fittings, covered and open space in or about the said Holding of the building as are necessary for use and occupancy of the units.
10. Electrical wirings, Meters (excluding those installed for any particular flat).
11. All other facilities or elements or any improvement outside the Flat but upon the said building which is necessary for or convenient to the existence, management, operation, maintenance and safety of the building or normally in common use.
12. The foundation, corridor, lobbies, stairways, entrance and exists, Pathways, Footings, columns, Girders, Beams, Supports and exterior walls beyond the said UNIT, side or interior load bearing walls within

the building or concrete Floor Slab except the roof slab and all concrete ceiling and all staircase in the said building.

13. No lift Provision.

**THE FOURTH SCHEDULE ABOVE REFERRED TO**

(Common Expenses)

The Owner herein and Co-Owners within the Building shall have to bear proportionately : -

- 1) The expenses of administration, maintaining, repair, replacement of the common parts, equipments, accessories, common areas and facilities including white washing, painting and decorating the exterior portion of the said building, the boundary walls, entrance, the staircases, the landings, the gutters, the rainwater pipes, electric pumps, water gas pipes, electric wiring installations, sewerages, drains and all other common parts, fixtures, fittings and equipments in under or upon the building enjoyed or used in common by the owner, developer and intending Purchaser or other occupiers thereof.
- 2) The cost of clearing, maintaining and lighting the main entrance, passage, landings, staircase and other parts of the building as shall be enjoyed or used in common by the occupiers of the said building.
- 3) The costs and charges reasonably required for the maintenance of the building and for keeping strict vigilance round the clock and other incidental expenses relating thereto.
- 4) The cost of decorating the exterior of the building.
- 5) The cost of repairing and maintenance of water pump, electrical installations, over lights and service charges and supplies of common utilities.

6) Such other expenses as are necessary or incidental expenses for maintenance and upkeep of the building and Govt. duties, as may be determined by the Flat and/or Unit Owner's Association as shall be formed by the Flat-Owners, as soon as possible for the purpose or purposes as aforesaid, such formation of Association thereof in accordance with the provision of West Bengal Apartment Ownership Act and bye-laws thereof as amended from time to time being obligatory on their part in the fullest legal sense of the term.

**IN WITNESS WHEREOF** the **PARTIES** hereto have executed these presents on the day, month and year first above written.

**SIGNED AND DELIVERED**

by the **VENDOR** above named

in the Presence of:

1.

2.

---

**SIGNATURE OF THE VENDOR**

**SIGNED AND DELIVERED** by

The **PURCHASER** above named

in the Presence of:

1.

2.

---

**SIGNATURE OF THE PURCHASER/S**

**SIGNED, SEALED AND DELIVERED**

by the **DEVELOPER** above named

in the Presence of:

1.

2.

---

**SIGNATURE OF THE DEVELOPER**

**RECEIVED** of and from the within named Purchaser, the sum of **Rs.** ...../- (**Rupees** ..... **Only**) by way of full consideration money paid by the Purchaser to the Developer herein as per Memo below:

**Rs.** ...../-

**MEMO OF CONSIDERATION**

<b>SL. No.</b>	<b>Particulars</b>	<b>Amount</b>
1.	Paid by Cheque No. .... dated ..... drawn on	
2.	Paid by Cheque No. .... dated ..... drawn on ..... Bank, branch .....	
3.	Paid by Cheque No. .... Dated ..... drawn on ..... Bank	
<b>Total</b>		<b>Rs. ..../-</b>

**RUPEES** ..... **ONLY**

**WITNESSES**

1

2.

Ria Construction  
Vijay Singh  
Proprietor

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**SIGNATURE OF THE DEVELOPER**

Drafted & prepared at my office:

**(SANTANU ADHIKARY)**

**Advocate**

**Alipore Judges' Court,**

**Kolkata - 700027**

**ENRL NO. ....**

**Phone No. 8910024498**