

DEED OF CONVEYANCE

THIS DEED OF CONVEYANCE is made on this the day of
....., Two Thousand and Twenty Three, **2024, A.D.**

BETWEEN

(1)**SRI TARUN SUTRADHAR**,(PAN-CGBPS3574E)(AADHAR NO-672831664296),Son of Late Sristidhar Sutradhar , by faith Hindu, by Nationality – Indian, by occupation – Business, and (2) **SMT KANIKA SUTRADHAR**,(PAN-FEMPS9454B)(AADHAR NO-696220088464),wife of Sri Tarun Sutradhar by Occupation-Housewife, by faith-Hindu, by Nationality- Indian, both are residing at 128,Satabdi Park, Nayabad Block- F, P.O-Makundapur, P.S.- Purba Jadavpur, Kolkata- 700099, District- South 24 Parganas, West Bengal, India,(3)**SMT SWAPNA CHAKRABORTY**,(PAN-AYTPC8911F)(AADHAR NO-354975259883),wife of Late Hiralal Chakraborty by Occupation- Housewife (4)**SRI SAMAR CHAKRABORTY**,(PAN-AUNPC3938L),(AADHAR NO-294034379981), Son of Late Hiralal Chakraborty by Occupation Service, both by faith-Hindu, by Nationality-Indian, both are residing at 129, Satabdi Park, Nayabad, Block- F, P.O-Makundapur, P.S.- Purba Jadavpur, Kolkata- 700099, District- South 24 Parganas, West Bengal, India, (5) **SOMA CHAKRABORTY**,(PAN-BUGPC1052H),(AADHAR NO-490595574992),Daughter of Late Hiralal Chakraborty by Occupation, Housewife both by faith-Hindu, by Nationality- Indian, residing at 196/192,Upen Banerjee Road, P.O-Parnasree Pally, P.S.- Parnasree, Kolkata-700060, District- South 24 Parganas, West Bengal, India, hereinafter referred to as the '**OWNERS**' (which expression shall unless excluded by or repugnant to the context be deemed to mean and include their heirs, executors, administrators, legal representatives and assigns) of the FIRST PART:

AND

M/S. ROY ENTERPRISE” a proprietorship concern having its office at 290, Nayabad, Nabodit, P.O.- Mukundapur, P.S. Purba Jadavpur now Panchasayar, Kolkata- 700099, represented by its Proprietor, **JOY ROY**, (PAN-

AFHPR2836P),(AADHAR NO-322113179424),son of Late Jagannath Roy, by Occupation, Business, both by faith-Hindu, by Nationality- Indian, residing at 290 Nayabad, Nabodit, P.O.- Mukundapur, P.S. Purba Jadavpur now Panchasayar, Kolkata- 700099, hereinafter called and referred to as the "**DEVELOPER/ BUILDER**" (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include their legal heirs, executors, administrators, legal representatives and assigns) of the SECOND PART:

AND

M..... a company incorporated under the Indian Companies Act, 1956 having it's registered address at, under Police Station -, Kolkata - represented by it's one of the directors namely son of late Syed by faith by occupation --..... resident of under P.S. -, Kolkata - for the purpose of execution of this deed, hereinafter referred to as the **PURCHASER** (which expression unless repugnant to the context shall mean to include the legal transferees, legal representatives, successors in office etc.) of the THIRD PART.

WHEREAS:

WHEREAS one Sudarshan Pramanik was the recorded Owner of 1 Acre 88 Decimals of Safi land in R.S. Dag No.151 under R.S. Khatian No.98 of Mouza - Nayabad, J.L. No.25, R.S. No.3, Touzi No.56, Pargana - Khaspur, Sub-Registry Office Alipore at present A.D.S.R. Office Sealdah, within the limits of the Kolkata Municipal Corporation under Ward No.109, Police Station previously Sadar Tollygunge, thereafter Kasba, at present Police Station Purba Jadavpur, District: 24-Parganas since South 24-Parganas.

AND WHEREAS while thus seized and possessed the said Sudarshan Pramanik died intestate leaving behind his wife Smt. Subhasi Bala Pramanik and two sons namely Sri Sailen Pramanik and Sri Ratikanta Pramanik and two daughters namely Smt. Palan Bala Sikari and Smt. Angur Bala Naskar as his only legal heirs and successors, who became the joint Owners of the said Property each having undivided 115th share. AND WHEREAS by way of inheritance, the said Smt.

Subhasi Bala Pramanik, Sri Sailen Pramanik, Sri.Ratikanta Pramanik, Smt. Palan Bala Sikari and Smt. Angur Bala Naskar became the joint Owners of the said land measuring 1 Acre 88 Decimals having ejmali rights and lawfully seized and possessed of the said land without any hindrances and interruptions from others.

AND WHEREAS while the said Smt. Subhasi Bala Pramanik, Sri Sailen Pramanik, Sri Ratikanta Pramanik, Smt. Palan Bala Sikari and Smt. Angur Bala Naskar jointly enjoyed the said property exercising all rights of ownership with a view to sell and transfer of the said property divided and demarcated the said landed property into various small plots and Opened Roads, common passages for free ingress and egress to and from those plots and thereafter said Owners offered to sell a number of Scheme Plots immediately for their urgent need of money.

AND WHEREAS one Smt. Namita Rani Rlakshit wife of Ram Sundar Rakshit, residing at 32/1, Janata Road, Santoshpur, P.S. Kasba, Kolkata - 700075 after being informed through reliable sources, by a Deed of Sale dated 29th day of May, 1982 which was duly registered in the office of the D.R. Alipore and recorded Book No.1, Volume No.176, Pages 177 to 186, Being No.1978 for the year 1982, purchased a demarcated Plot of land measuring an area of 4 Cottahs 13 Chittaks 11 Square Feet more or less out of said 1 Acre 88 Decimals of land, lying and situate at Mouza - Nayabad, J.L. No.25, R.S. No.3, Touzi No.56, Pargana - Khaspur, comprising Part of R.S. Dag No.151, appertaining to R.S. Khatian No.98, Sub-Registry/ A.D.S.R. Office Sealdah, within the limits of the Kolkata Municipal Corporation under Ward No.109, Police Station Purba Jadavpur, District: South 24-Parganas from the said Owners namely Smt. Subhasi Bala Pramanik, Sri Sailen Pramanik, Sri Ratikanta Pramanik, Smt. Palan Bala Sikari and Smt. Angur Bala Naskar for a valuable consideration mentioned therein.

AND WHEREAS by another Deed of Sale dated 29th day of May, 1982 which was duly registered in the office of the D.R. Alipore and recorded Book No.1, F. Volume No.176, Pages 167 to 176, Being No.6977 for the year 1982 one Smt. Rita Roy wife of Sri Ashok Roy of 75A, Santoshpur Avenue, P.S. Kasba, Kolkata - 700075 purchased another demarcated Plot of land measuring an area of 4 Cottahs 13 Chittaks 11 Square Feet more or less out of said 1 Acre 88 Decimals of land, lying and situate at Mouza - Nayabad, J.L. No.25, R.S. No.3, Touzi No.56, Pargana Khaspur, comprising Part of R.S. Dag No.151, appertaining to R.S. Khatian No 98, Sub-Registry/ A.D.S.R. Office Sealdah, within the limits of the Kolkata Municipal Corporation under Ward No.109, Police Station Purba Jadavpur, District: South

24-Parganas from the said Owners namely Smt. Subhasi Bala Pramanik, Sri Sailen Pramanik, Sri Page 14

Ratikanta Pramanik, Smt. Palan Bala Sikari and Smt. Angur Bala Naskar for a valuable consideration mentioned therein.

AND WHEREAS by virtue of aforesaid purchase by two separate Sale Deed, the said Smt. Namita Rani Rlakshit and Smt. Rita Roy became the Owners of the said two separate adjoining plots of land and lawfully seized and possessed of the said land without any hindrances and interruptions from others in their respective plot.

AND WHEREAS thereafter by a Deed of Sale dated 15th day of December, 1995 which was duly registered in the office of the D.S.R. - Ill, Alipore, South 24-Parganas and recorded Book No.1, Volume No.60, Pages 347 to 354, Being No.2290 for the year 1999, the said Smt. Namita Rani Rlakshit and Smt. Rita Roy jointly sold, transferred and conveyed the demarcated plot of land measuring 2 Cottahs 8 Chittaks more or less out of which net land measuring 2 Cottahs 3 Chittaks and road land measuring 3 Chittaks 25 Square Feet sold by the said Smt. Namita Rani Rlakshit out of her aforesaid purchased land measuring 4 Cottahs 13 Chittaks 11 Square Feet more or less and 1 Chittak 20 Square Feet road land sold by the said Smt. Rita Roy out of her aforesaid purchased land 4 Cottahs 13 Chittaks 11 Square Feet more or less, lying and situate at Mouza - Nayabad, J.L. No.25, R.S. No.3, Touzi No.56, Pargana - Khaspur, comprising Part of R.S. Dag No.151, appertaining to R.S. Khatian No.98, Sub-Registry/ A.D.S.R. Office Sealdah, within the limits of the Kolkata Municipal Corporation under Ward No.109, Police Station Purba Jadavpur, District: South 24-Parganas unto and in favour of Sri Hiralal Chakraborty, since deceased, the predecessors and also the husband of the Vendor No.3 and father of the Vendor Nos.4 & 5 herein for a valuable consideration mentioned therein.

AND WHEREAS the said Smt. Namita Rani Rlakshit retained the balance net land measuring 2 Cottahs 6 Chittaks 5 Square Feet more or less in her khas possession.

AND WHEREAS by virtue of aforesaid purchase the said Sri Hiralal Chakraborty became the Owner of the said land measuring about 2 (two) Cottahs 3 (three) Chittaks and lawfully seized and possessed of the said land without any hindrances and interruptions from others by erecting a R.T. Structure in the said plot of land.

AND WHEREAS while the said Hiralal Chakraborty enjoying and occupying the said property containing an area of land measuring 2 (two) Cottahs 3 (three) Chittaks more or less together with a R.T. structure standing thereon, died intestate, leaving behind him surviving his wife Smt. Swapna Chakraborty, one son namely Sri Samar Chakraborty and one married daughter namely Smt. Soma Chakraborty, the Owner Nos.3, 4 & 5 herein as his only legal heirs and successors who jointly inherited the said property as per Hindu Succession Act, 1956.

AND WHEREAS by way of inheritance, the said Smt. Swapna Chakraborty, Sri Samar Chakraborty and Smt. Soma Chakraborty, the Owner Nos.3, 4 & 5 herein became the joint Owners of the said land measuring 2 (two) Cottahs 3 (three) Chittaks more or less together with a R.T. structure standing thereon having ejmali rights and lawfully seized and possessed of the said property without any hindrances and interruptions from others.

AND WHEREAS thereafter the said the said Smt. Swapna Chakraborty, Sri Samar Chakraborty and Smt. Soma Chakraborty, the Owner Nos.3, 4 & 5 herein got their names mutated in B.L. and L.R.O. in respect of the said land in L.R. Khatian Nos.2605, 2606 & 2607 respectively against R.S. Khatian No.98 of R.S. & L.R. Dag No.151 of the said Mouza Nayabad.

AND WHEREAS thereafter, the said the said Smt. Swapna Chakraborty, Sri Samar Chakraborty and Smt. Soma Chakraborty, the Owner Nos.3, 4 & 5 herein have jointly mutated their names in the records of the Kolkata Municipal Corporation under Ward No.109 in respect of the said land being Premises No.4036, Nayabad, Kolkata - 700099, vide Assessee No. 31-109-08-4275-8 and thus enjoying the same by paying usual rents and taxes thereto.

AND WHEREAS while thus seized and possessed the said Smt. Namita Rani Rlakshit with a view to sell and transfer of the said land divided and demarcated the said land measuring 2 Cottahs 6 Chittaks 5 Square Feet more or less into two plots one plot measuring 1 Cottah 3 Chittaks 2 Square Feet and another plot measuring 1 Cottah 3 Chittaks 3 Square Feet and thereafter said Smt. Namita Rani Rlakshit offered to sell the said Plots immediately for her urgent need of money.

AND WHEREAS One Sri Tarun Sutradhar, the Owner No.1 herein after being informed through reliable sources, by an Indenture of Bengali Kobala (Sale) which was duly registered in the office of the D.S.R. - Ill, Alipore, South 24-Parganas and recorded in Book No.1, Volume No.7, Pages from 4659 to 4670, Being No. 2842 for the year 2006, purchased a demarcated plot of land measuring 1 (one) Cottah 3 (three) Chittaks 2 (two) Square Feet more or less out of said 2 Cottahs 6 Chittaks 5

Square Feet of land, lying and situate at Mouza Nayabad, J.L. No.25, R.S. No.3, Touzi No.56, Pargana Khaspur, comprised in R.S. Dag No.151, appertaining to R.S. Khatian No.98, now within the limits of the Kolkata Municipal Corporation, Ward No.109 under Police Station Purba Jadavpur, A.D.S.R. Office Sealdah, District: South 24-Parganas from the said Owner Smt. Namita Rani Rakshit for the valuable consideration mentioned therein. AND WHEREAS after such purchase, the said Sri Tarun Sutradhar, the Owner No.1 herein got his name mutated in B.L. and L.R.O. in respect of the said land in L.R. Khatian No.170 against R.S. Khatian No.98 of R.S. & L.R. Dag No.151 of the said Mouza Nayabad.

AND WHEREAS thereafter, the said Sri Tarun Sutradhar, the Owner No.1 herein has mutated his name in the records of the Kolkata Municipal Corporation under Ward No.109, being Premises No.4033, Nayabad, Kolkata - 700099, vide Assessee No.31-109-08-4258-8 and thus enjoying the same by erecting a R.T. Structure in the said premises and paid the usual rents and taxes thereto.

AND WHEREAS by another Deed of Sale dated 15th day of February, 2005 which was duly registered in the office of the D.S.R. - III, Alipore, South 24-Parganas and recorded in Book No.1, Volume No.7, Pages from 7506 to 7607, Being No. 2949 for the year 2006, one Smt. Kanan Paul wife of Prantosh Paul of 34, Stadium Nagar, P.S. Purba Jadavpur, Kolkata - 700099 purchased another demarcated Plot of land measuring an area of 1 Cottah 3 Chittaks 3 Square Feet more or less out of said 2 Cottahs 6 Chittaks 5 Square Feet of land, lying and situate at Mouza Nayabad. J.L. No.25, R.S. No.3, Touzi No.56, Pargana Khaspur, comprised in R.S. Dag No.151. appertaining to R.S. Khatian No.98, now within the limits of the Kolkata Municipal Corporation, Ward No.109 under Police Station Purba Jadavpur. A.D.S.R. Office Sealdah, District: South 24-Parganas from the said Owner Smt. Namita Rani Rakshit for the valuable consideration mentioned therein.

AND WHEREAS by virtue of aforesaid purchase, the said Smt Kanan Paul became the absolute Owner of the said land measuring 1 Cottah 3 Chittaks 3 Square Feet more or less and lawfully seized and possessed of the said land without any hindrances and interruptions from others by erecting R.T. Shed Structure measuring 100 Square Feet in the said plot of land. AND WHEREAS while in possession of the said land with Structure, the said Smt. Kanan Paul by executing a Deed of Sale, duly registered in the office of the D.S.R. - III, Alipore, South 24-Parganas and recorded in Book No.1, C.D. Volume No.1, Pages 2209 to 2229, Being No.00120 for the year 2012, granted, sold, transferred and conveyed the said land measuring 1 Cottah 3 Chittak 3 Square Feet more or less together with 100 Square

Feet R.T. Shed Structure standing thereon unto and in favour of One Sri Jhantu Sarkar alias Babu Sarkar son of Late Anil Sarkar of 6C117, Mukundapur, P.S. Purba Jadavpur, Kolkata - 700099 for a valuable consideration mentioned therein.

AND WHEREAS after such purchase, the said Sri Jhantu Sarkar alias Babu Sarkar became the absolute Owner of the said land measuring 1 Cottah 3 Chittaks 3 Square Feet more or less together with R.T. Shed Structure standing thereon and lawfully seized and possessed of the said property without any hindrances and interruptions from others.

AND WHEREAS thereafter the said Sri Jhantu Sarkar alias Babu Sarkar executed a General Power of Attorney unto and in favour of Sri Tarun Sutradhar son of Late Sristidhar Sutradhar of 128, Satabdi Park, Nayabad, Block - F, Post Office - Makundapur, Police Station - Purba Jadavpur, Kolkata - 700099 to look after, manage, supervise, administer, sale, transfer and convey the said plot of land with structure standing thereon, by virtue of a General Power of Attorney dated 12/04/2019 and the same was duly registered in the office of the D.S.R. - V, Alipore, South 24-Parganas, vide Book No.IV, Volume No.1630-2019, Pages 3688 to 3708, Being No. 163000123 for the year 2019.

AND WHEREAS the said Sri Jhantu Sarkar alias Babu Sarkar being his urgent need of money sold, transferred and conveyed the said land measuring 1 Cottah 3 Chittaks 3 Square Feet more or less together with R.T. Shed Structure standing thereon, lying and situate at Mouza Nayabad, J.L. No.25, R.S. No.3, Touzi No.56, Pargana Khaspur, comprised in R.S. Dag No.151, appertaining to R.S..Khatian No.98, now within the limits of the Kolkata Municipal Corporation, Ward No.109 under Police Station Purba Jadavpur, A.D.S.R. Office Sealdah, District: South 24-Parganas unto and in favour of Smt. Kanika Sutradhar, the Owner No.2 herein, through his Attorney namely Sri Tarun Sutradhar, by virtue of a registered by a Deed of Conveyance dated 5th July, 2019 which was duly registered in the office of D.S.R. - V, Alipore, South 24-Parganas and recorded in Book No.1, Volume No.1630-2019, Pages from 59946 to 59979, Being No.163001551 for the year 2019.

AND WHEREAS after such purchase, the said Smt. Kanika Sutradhar, the Owner No.2 herein got her name mutated in B.L. and L.R.O. in respect of the said land in L.R. Khatian No.2624 against R.S. Khatian No.98 of R.S. & L.R. Dag No.151 of the said Mouza Nayabad.

AND WHEREAS thereafter, the said Smt. Kanika Sutradhar, the Owner No.2 herein has mutated her name in the records of the Kolkata Municipal Corporation under Ward No.109, being Premises No.4037, Nayabad, Kolkata - 700099, vide Assessee No. 31-109-08-4286-2 and thus enjoying the same by erecting a R.T. Structure in the said premises and paid the usual rents and taxes thereto.

AND WHEREAS by a Registered Deed of Gift dated 14th day of December, 2023 which was duly registered in the office of D.S.R. - 11, Alipore, South 24-Parganas and recorded in Book No.1, Volume No.1602-2023, Pages from 632501 to 632517, Being No.160217585 for the year 2023 said Sri Tarun Sutradhar, the Owner No.1 herein out of love and affection conveyed, granted and transferred ALL THAT piece and parcel of undivided land measuring 2 (two) Chittaks out of said 1 Cottah 3 Chittaks 2 Square Feet of land together with undivided constructed area measuring 50 Square Feet out of 350 Square Feet structure standing thereon, lying and situate at Municipal Premises No.4033, Nayabad, Kolkata 700099 unto and in favour his wife Smt. Kanika Sutradhar, the Owner No.2 herein.

AND WHEREAS by another Registered Deed of Gift dated 14th day of December, 2023 which was duly registered in the office of D.S.R. - II, Alipore, South 24-Parganas and recorded in Book No.1, Volume No.1602-2023, Pages from 632484 to 632500, Being No.160217586 for the year 2023 said Smt. Kanika Sutradhar, the Owner No.2 herein out of love and affection conveyed, granted and transferred ALL THAT piece and parcel of undivided land measuring 2 (two) Chittaks out of said 1 Cottah 3 Chittaks 3 Square Feet of land together with undivided constructed area measuring 50 Square Feet out of 350 Square Feet structure standing thereon, lying and situate at Municipal Premises No.4037, Nayabad, Kolkata - 700099 unto and in favour her husband Sri Tarun Sutradhar, the Owner No.1 herein.

AND WHEREAS by virtue of aforesaid two Deed of Gift, the said Sri Tarun Sutradhar, the Owner No 1 herein and Smt. Kanika Sutradhar, the Owner No.2 herein became the joint Owners of land measuring 2 Cottahs 6 Chittaks 5 Square Feet more or less together with 700 Square Feet Structure standing thereon out of which land measuring 1 Cottahs 3 Chittaks 2 Square Feet more or less together with 350 Square Feet Structure standing thereon at Premises No.4033, Nayabad and land measuring 1 Cottahs 3 Chittaks 3 Square Feet more or less together with 350 Square Feet Structure standing thereon at Premises No.4037, Nayabad having ejmali rights and lawfully seized and possessed of the said property without any hindrances and interruptions from others.

AND WHEREAS thereafter, the said Sri Tarun Sutradhar and Smt. Kanika Sutradhar got their names mutated with the records of the Kolkata Municipal Corporation in respect of the said two premises and the Kolkata Municipal Corporation has duly been assessed the said two premises into single premises in the name of said Sri Tarun Sutradhar and Smt. Kanika Sutradhar being Municipal Premises No.4033, Nayabad, Kolkata - 700099, Assessee No.31-109-08-4258-8 and thus enjoying the said property by paying usual rents and taxes to the appropriate authorities concern with exclusive rights of ownership thereto having unfettered right, title and interest free from all encumbrances, liens, lispendens and attachments whatsoever.

AND WHEREAS the Owners here became the Owners of two adjoining premises being Premises Nos.4033 and 4036, Nayabad and for the purpose of more convenient use and occupation the Owners herein executing a Deed of Exchange on 5th day of *February, 2024 duly registered at the Office of the D.S.R. - II, Alipore, South 24-Parganas and recorded in Book No.1, Volume No.1602-2024, Pages from 58368 to 58388, Being No.160201590 for the year 2024, the said Sri Tarun Sutradhar and Smt. Kanika Sutradhar, the Owner Nos.1 & 2 herein, described therein as the First Party and Smt. Swapna Chakraborty, Sri Samar Chakraborty and Smt. Soma Chakraborty, the Owner Nos.3, 4 & 5 herein, described therein as the Second Party and the said First Party exchanged the undivided un-demarcated land measuring 100 Square Feet together with 100 Square Feet Structure out of 2 Cottahs 6 Chittaks 5 Square Feet of land together with 700 Square Feet structure standing thereon at Premises No.4033, Nayabad in favour of the Second Party and the Second Party also exchanged the undivided un-demarcated land measuring 100 Square Feet together with 100 Square Feet Structure out of 2 Cottahs 3 Chittaks of land together with 834 Square Feet structure standing thereon at Premises No.4036, Nayabad in favour of First Party.

AND WHEREAS by virtue of aforesaid Deed of Exchange, the said Owners herein became the joint Owners of land measuring 4 Cottahs 9 Chittaks 5 Square Feet more or less, as per physical measurement of 4 Cottahs 7 Chittaks 25 Square Feet together with 1534 Square Feet Structure standing thereon out of which land measuring 2 Cottahs 6 Chittaks 5 Square Feet of together with 700 Square Feet structure standing thereon at Premises No.4033, Nayabad and land measuring 2 Cottahs 3 Chittaks together with 834 Square Feet structure standing thereon at Premises No.4036, Nayabad having ejmali rights and lawfully seized and possessed of the said property without any hindrances and interruptions from others. *-AND

WHEREAS thereafter, the said Sri Tarun Sutradhar, Smt. Kanika Sutradhar, Smt. Swapna Chakraborty, Sri Samar Chakraborty and Smt. Soma Chakraborty, the Owners herein jointly got their names mutated with the records of the Kolkata Municipal Corporation in respect of the said two premises and the Kolkata Municipal Corporation has duly been assessed the said two premises into single premises in the name of the Owners herein being Municipal Premises No.4033, Nayabad, Kolkata - 700099, Assessee No.31-109-08-4258-8 and thus enjoying the said property by paying usual rents and taxes to the appropriate authorities concern with exclusive rights of ownership thereto, more fully described in the First Schedule hereunder written having unfettered right, title and interest thereto free from all encumbrances, liens, lispendenr, and attachments whatsoever.

AND WHEREAS thereafter, the said Sri Tarun Sutradhar, Smt. Kanika Sutradhar, Smt. Swapna Chakraborty, Sri Samar Chakraborty and Smt Soma Chakraborty, the Owners herein jointly executing a Boundary Declaration on 01/03/2024, which was duly registered in the office of the D.S.R. - II, Alipore, South 24-Parganas and recorded in Book No.1, Volume No.1602-2024, Pages from 99701 to 99715, Being No.160203004 for the year 2024 in respect of actual measurement of the said Premises No.4033, Nayabad, Kolkata -700099 and Area of land measuring 4 Cottahs 7 Chittaks 25 Square Feet more or less equivalent to 299.193 Square Meter.

AND WHEREAS thereafter with a view to develop the land of the said Premises, the Owners herein obtained a sanction Building Plan being Building Permit No.2024120020 dated 13-04-2024, Borough - XII duly sanctioned by the Kolkata Municipal Corporation for construction of a three storied building upon the land of the said premises comprised of several self-contained flats/ units/ apartments, in their Own names.

AND WHEREAS the Owners have decided to constructing the said proposed three storied building as per the aforesaid sanctioned building plan as joint venture scheme and the Developer having learnt to intention of the Owners approached the Owners to allow the Developer to undertake the construction work of the proposed three storied building at the said Premises No.4033, Nayabad, Kolkata - 700099 as per the aforesaid sanctioned plan of the Kolkata Municipal Corporation at his costs and liabilities to which the Owners agreed the same.

AND WHEREAS the Owners have now entered into this Development Agreement with the Developer for development of the Owner's premises subject to the terms, conditions, stipulations and obligations as contained herein below.

NOW THIS INDENTURE WITNESSETH that in pursuance of the consideration of the said total sum of Rs./- (Rupees) only, the true and lawful money of the Union of India paid by the Purchasers to the Owner, for proportionate share of land and cost of construction of the said building, on or before the execution of these present and of and from the payment of the same both hereby acquit, release and forever discharge to the Purchasers of self-contained residential Flat in complete and finished condition. The Vendors/Developer both hereby grant, transfer, convey, sell, assigns and assure to and unto and in favour of the Purchasers, free from all sorts of encumbrances **ALL THAT** the finished self contained Flat, measuring a bit more or less (.....) sq.ft. super built up area together with half the depth in the floor and the roof of the said unit measuring (.....) sq.ft. more or less including together with common right to use lift and stair up to roof and all ways, paths, passages and common enjoyment of the roof of the building at the absolute exclusion of any right and authority both of the Owners/Vendors/Developer to construct any further floor or floors on the present roof, drains, water courses, water reservoir on the ground floors, electric motor pump, meter room, overhead water tanks on the roof of the said building and all water pipe lines connected with the said building from the water reservoir and tanks and sewer line and other pipe lines etc. together with undivided proportionate share of right, title and interest on land and other right, liberties, easements, appendages, appurtenances and estate right, title, interest, property, claim whatsoever of the Vendors and the Developer/Attorney in the said Flat and a , free from all sorts of encumbrances to hold the same absolutely and forever situate, lying at, more fully and particularly mentioned and described in the **SECOND SCHEDULE** hereunder written and delineated in the **PLAN** or **MAP** annexed hereto, bordered in **RED verges**, hereinafter referred to as the “said Flat and a ” **AND** all the estate, right, title, interest, inheritance use, trust, possession, property, claim and demand whatsoever both at law and in equity of the Vendors and the Developer in and upon the said Flat to be used by the Purchasers for their residential purposes, hereby granted sold, transferred, conveyed, assigned and or intended so to be and also to the production of and or inspection for all lawful purposes upon payment of all costs and expenses there upon, reasonable notice of all deeds, paths, muniments, writings and evidence of title whatsoever relating to or

concerning the said Flat, at any time heretofore were or was or hereafter shall or may be in the custody, possession or power of the Vendors and the Developer **TO HAVE AND TO HOLD** the said Flat and the said hereby granted, sold, transferred, conveyed, assigned and assured or expressed or intended so to be unto and to the use of absolutely and forever for a perfect and indefeasible estate or inheritance in fee simple in possession without any manner of condition use, trust or other thing whatsoever to alter defect, encumber or make void the said, and the Vendors and Developer/Attorney doth hereby covenant with the Purchasers that notwithstanding any acts, deeds, matter, assurances or thing whatsoever made, done, executed, occasioned or suffered to the contrary, Vendors/Developer are now lawfully rightfully and absolutely seized and possessed of or otherwise well and sufficiently entitled to **ALL THAT** the said Flat and the said here by granted, sold, transferred, conveyed, assigned and assured or expressed or intended so to be unto and to the use of the Purchasers for a perfect in indefeasible estate or inheritance in fee simple in possession without any manner of hindrance lawful eviction, interruption claim or demand whatsoever from or by the Vendors /Developer any person or persons lawfully or equitably claiming or to claim from, under or in trust for the Vendors and the right and privileges as to the restriction hereunder and that free and clear and freely and clearly and absolutely acquitted, exonerated or discharges or otherwise by the Vendors well and sufficiently saved, defended, keep harmless and indemnified of and from and against all the manner of former or other estate, encumbrances, claim, demands, charges, liens, lispence, debts and attachments, whatsoever had made done executed, occasioned or suffered by the Vendors and the Attorney or any person or to claim from, under or in trust for the Vendors and Developer/Attorney and that free and clear and freely and clearly and absolutely acquitted, executed, discharged or otherwise by the Vendors or the Developer/Attorney well and sufficiently saved defended kept harmless and indemnified of other estate, right, title, lease, mortgage, charges, trusts, wakf, debtor, attachments, executions, lispences, claim, demand and encumbrances, whatsoever made done occasional or equitably claiming or to claim by from through under or in trust for the Vendors and **FURTHER THAT** the Vendors and all persons having or lawfully claiming and estate, right, title, interest whatsoever in the said Flat and the said hereby granted, sold, transferred, conveyed, assigned and assured or any part thereof from under or in trust for the Vendors shall and will from time to time and at all times hereafter at their request and cost of the Purchasers do and execute all such deeds, acts, matters, assurances and things

whatsoever for further better or more perfectly and effectually granting, transferring, conveying, assigning and assuring the said Flat and the said hereby granted, sold, transferred, conveyed, assigned, assuring the said Flat and the said hereby granted, sold transferred, conveyed, assigned and assured and every part thereof unto and to the use of the Purchasers in the manner aforesaid shall or may be reasonably required and that the Purchasers hereby covenant with the Vendors/Developer that the Purchasers will and shall maintain the Flat properly and shall keep the same in good condition so that it may not cause any danger and/or prejudicially effect the other floors and flat **AND** the Vendors/Developer have now in themselves good rightful power and absolute authority to grant, sale, transfer, convey, assign and assure by these presents the said Flat and the said hereby granted, sold, conveyed, transferred, assigned and assured or expressed or intended so to be unto and to the use of the Purchasers in the manner aforesaid and that the Purchasers shall and may from time to time and all times hereafter peaceably and quietly hold, use, possess and enjoy the said Flat and the said hereby granted, sold, transferred, conveyed, assigned and assured or expressed or intended so to be unto and to the use of the Purchasers in the manner aforesaid and to receive the rents, issues and profits thereof without any lawful eviction, interruption, claim or demand whatsoever from or by the Vendors and Attorney or other Co-Owners of the said Building and that they will pay their share or rates and taxes proportionately, relating to the said building until separation and mutation is effected in respect of the said Flat and the said and the separate assessment is made thereby and shall always pay the rates of maintenance charges for the expenditures of the common parts of the Building as will be reasonably assessed by the building committee and/or Owners' Association and that they will and shall not incur, cut, damages any of the main walls, roofs, common stair case, common passage and or common sewers so as to cause damages to the said Ground Plus Three Storied Building with Lift facility and or the said premises and further that the Purchasers shall and will bear jointly with the other Flat/Space Owner or Co-Sharers as the case may be, the costs for maintenances of the common stair case, common passage, and or common sewers and further that Purchasers shall and will bear jointly with the other Flat Owners or Co-Sharers as the case may be, the costs for maintenances of the common stair case, common passage and common sewers and common parts of the building as mentioned earlier **AND THAT** the Vendors /Developer and the Purchasers hereby had agreed with each other that the Purchasers shall be entitled to enjoy and install electric

meter on one of their own name for the aforesaid Flat in the meter room at their own costs and also telephone and cable connection separately in the said Flat and that the water supply shall be from the over head water reservoir of the roof and the water will be lifted from the Ground Floor water tank connected with water, of the said building and the Purchasers shall share the pro-rata costs or electricity charges and or generators costs if installed, with other co-owners of the other Flats and or tenants of the said building and that the stair case/lift leading to the said flat from the Ground Floor up to roof and the passage for ingress and egress from the road to the building and to the stair case/lift shall be used by the Purchasers and or their men, agents, servants etc. commonly with the other co-owners and or tenants of the said building and that the Developer/Attorney shall render all possible help and co-operation to the Purchasers for the purpose of mutation of the Purchasers' name jointly in the Assessment Record of the Kolkata Municipal Corporation concerning the said Flat and the said of the Purchasers in proportion of the said Flat and the said hereby sold and conveyed towards the payment of Municipal Taxes and other outgoings payable in respect of the said premises directly to the authorities concerned and the said rates and taxes etc. and the Purchasers shall also be entitled to sell, lease, mortgage, gift or otherwise alienate the said Flat and the said hereby sold and conveyed towards the payment of Municipal Taxes and other outgoing payable in respect of the said premises directly to the authorities concerned and that the said rates and taxes etc. and the Purchasers shall also entitled to sell, lease, mortgage, gift or otherwise alienate the said Flat and the said hereby sold and conveyed, subject to the terms herein contained to any person or persons without the consent of the Vendors/Developer/Attorney or any other Co-Owners who may have acquired before and whom may hereafter acquire any right title and interest acquired by the Purchaser or Purchasers under the terms these presents and that the Purchasers' undivided interest in the soil as more fully described in the **FIRST SCHEDULE** hereunder written shall remain common for all times to come that is to say that the Purchasers shall become Co-Owners and Co-Sharers for all times to come in respect of the soil and or ground of the said building proportionately with the other co-owners who may hereafter or heretofore have acquire right title and interest in the soil of the said premises. The Purchasers shall abide by the rules and regulations of the committee of the building.

THE FIRST SCHEDULE ABOVE REFERRED TO

ALL THAT piece or parcel of bastu land measuring 4 (four) Cottahs 7 (seven) Chittaks 25 (twenty five) Square Feet more or less equivalent to 299.193 Square Meter together with 1534 Square Feet tiles shed structure standing thereon, lying and situate in Mouza Nayabad, J.L. No.25, R.S. No.3, Touzi No.56, Pargana Khaspur, comprised in R.S. & L.R. Dag No.151, appertaining to R.S. Khatian No.98, corresponding to L.R. Khatian Nos. 170, 2624, 2605, 2606 & 2607, within the limits of the Kolkata Municipal Corporation, Ward No.109, being Municipal Premises No.4033, Nayabad, Police Station Purba Jadavpur now Panchasayar, Kolkata 700099, vide Assessee No.31-109-08-4258-8, A.D.S.R. Office Sealdah, District: South

24-Parganas and the said land is butted and bounded as follows:-

On the North Scheme Plot No.2 of R.S. Dag No.151.

On the South : Premises No.3353, Nayabad.

On the East : Part of R.S. Dag No. 151.

On the West : 12' feet wide K.M.C Road

THE SECOND SCHEDULE ABOVE REFERRED TO
(THE FLAT AND SOLD IN FAVOUR OF
THE PURCHASERS)

ALL THAT _____. of self- contained residential Flat being No. on the Floor, side, measuring about sq.ft. more or less carpet area up area, comprising of together with the undivided proportionate share and interest in the land underneath the said building and all common rights over the common areas and facilities at Municipal Premises and the said Flat and the said are delineated and demarcated in the PLAN or MAP annexed herewith and colour with **RED border**, which will be treated as part of this Indenture.

THE THIRD SCHEDULE
(COMMON AREA AND FACILITIES)

- a. The land on which the building is located, all easement and quasi-easements rights, dominant heritage etc. belonging to land and building.
- b. The foundation columns, griders, supports main wall, lobbies, stair, staircase, ways, Lift, Lift Room, entrance and exists of the building.
- c. The easements and wards.
- d. Installation of common services such as powers, lights, water, sewerage etc.
- e. Tanks pump, meters, compressors, pipes and tubes and general apparatus and installations existing for common use and passage and paths etc.
- f. All other parts of this property necessary for convenient to the existence, maintenance and safety of the building and common enjoyment or normally in common use.
- g. Boundary walls.
- h. Electric meter, pump and switches fixed in the common areas.

THE FOURTH SCHEDULE
(DESCRIPTION OF THE COMMON EXPENSES)

- 1. All cost of maintenance, operating, replacing, white colour washing, painting, decorating, rebuilding, reconstruction, redecorating, lighting the common portions and common areas of the Building included.
- 2. All charges and deposits for suppliers of common utilities to the Owners in common.
- 3. Proportionate share of Municipal Tax, water tax and other levis in respect of the land and building save those separately assessed of the Purchasers' Unit.
- 4. Proportionate share of insurance premium for insuring the Building.
- 5. All litigation expenses for the common purposes and relating to the common use and enjoyment of the common portions.
- 6. Electricity charges for the electrical energy, consumed for the operation of the common service.
- 7. Costs of maintenances, repairs and replacements of common

Installations.

8. Fees and charges from all services and consultation and advices required to be obtained from time to time in respect of and/or in relation to the common purposes and common utilities.
9. All other expenses, taxes and other levies as may become necessary or incidental or liable to be paid by the Purchasers in common including such amount as may be fixed for creating a fund for replacement, renovations, repairing and/or repairing of the common portions.

THE FIFTH SCHEDULE

(OTHER RULES AND REGULATIONS)

- a) The Purchasers will not be entitled to claim partition of the undivided proportionate share in the land and or the common parts of the building and roof and or in respect of the common service and utilities therein.
- b) The Owners' Association shall have the power and authority to such rules and regulations for the common purposes as may be the other or the Association may consider reasonable but not inconsistent with the provisions of the W.B. Apartment Ownership Act, 1972 and the Purchasers shall abide by the same.
- c) The Purchasers shall become members of the Association and shall apart from paying proportionately all costs and expenses relating thereto, sign such forms, papers, documents, memorandums articles, declarations, constitution, rules and regulation as may be necessary and reasonably required for the purpose.
- d) The Purchasers cannot do additions or alterations or constructions of permanent nature in the outside of the said flats or any part thereof which will effect the structure and/or of the building.

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hand and signature to these presents on the day, month and year first above written.

SIGNED, SEALED & DELIVERED

Presence of:-

WITNESSES:-

1.

(SIGNATURE OF THE OWNERS/VENDORS)

2.

(SIGNATURE OF THE PURCHASERS)

.....

**(SIGNATURE OF THE BUILDER/
DEVELOPER/ATTORNEY)**

Drafted and Prepared By

MEMO OF CONSIDERATION

RECEIVED of and from the within named Purchasers the within mentioned sum of Rs./- (Rupees) only, as full and final consideration money of the Flat and the of this Deed, as per following Memo:-

MEMO:-

TOTAL

.....
Rs.
.....

(RUPEES) ONLY.

WITNESSES:-

1.

SIGNATURE OF THE

2.

OWNER/DEVELOPER