

DEED OF CONVEYANCE

THIS DEED OF CONVEYANCE is made on this day of Two Thousand and Twenty Five (2025)

B E T W E E N

(1) **SMT. SASWATI KUNDU**, having **PAN – BTWPK5536P, D.O.B. -----**, wife of Jayanta Kundu, daughter of Late Sunil Kumar Dey, by occupation - Housewife, residing at 22A, Mohanlal Street, P.O. Shyambazar, P. S. Shyampukur, Kolkata - 700 004, Dist. Kolkata, (2) **SRI SAUGATA KUMAR DEY**, having **PAN – AKQPD9228F, D.O.B. -----**, son of Late Sunil Kumar Dey, by occupation – Business, residing at 38, Girish Avenue, P.O. Bagbazar, P. S. Shyampukur, Kolkata - 700 003, Dist. Kolkata (3) **SRI SUDEEP KUMAR DEY**, having **PAN – AJFPD1439G, D.O.B. -----**, son of Late Sunil Kumar Dey, by occupation - Business, residing at 38, Girish Avenue, P.O. Bagbazar, P. S. Shyampukur, Kolkata - 700 003, Dist. Kolkata (4) **SRI ARUN KUMAR DE**, having **PAN – ACNPD9323N, D.O.B. -----**, son of Late Subal Chandra De, by occupation - Business, residing at P-12, Girish Avenue, P.O. Bagbazar, P. S. Shyampukur, Kolkata - 700 003, Dist. Kolkata, (5) **SRI SHYAMAL KUMAR DE**, having **PAN – AJQPD5428A, D.O.B. -----**, son of Late Subal Chandra De, by occupation - Business, residing at P-12, Girish Avenue, P.O. Bagbazar, P. S. Shyampukur, Kolkata - 700 003, Dist. Kolkata, (6) **SRI NIMAI CHAND DE**, having **PAN – AJQPD5427R, D.O.B. -----**, son of Late Subal Chandra De, by occupation - Business, residing at P-12, Girish Avenue, P.O. Bagbazar, P. S. Shyampukur, Kolkata - 700 003, Dist. Kolkata, (7) **SRI BINAY KRISHNA DE**, having **PAN – AJFPD1436K, D.O.B. -----**, son of Late Subal Chandra De, by occupation - Business, residing at 224, Lake Town, Block 'A', P. S. Lake Town, Kolkata - 700 089, Dist. North 24-Parganas, (8) **SRI DEVI SHAW**, (**PAN CCVPS5244R, Aadhaar No. 389094715123, D.O.B. -----**), son of Late Phul Chand Shaw, by occupation - Business, residing at 81, Nilganj Road, Panja Villa, P. O. Agarpara, P. S. Belghoria, Kolkata - 700 109, Dist. North 24-Parganas and (9) **SRI DINESH KUMAR SHAW**, (**PAN – ALHPS3757J, Aadhaar No. 520981983380, D.O.B. -----**), son of Late Chhote Lal Shaw, by occupation - Business, residing at 5/4, B.T. Road, P.O. & P.S. Titagarh, Kolkata – 700 119, Dist. North 24-Parganas, West Bengal, all by faith - Hindu, all by Nationality - Indian, hereinafter called and referred to as the “**VENDORS**” (which terms or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their heirs, executors, administrators, legal representatives and assigns) of the **FIRST PART**.

The Vendors are represented by their Constituted Attorney - **GITANJALI CONSTRUCTION**, having **PAN AASFG7040C**, a Partnership firm, having its Principal place of business at 107/A, Surya Sen Road, P. O. Alambazar, P. S. Baranagar, Kolkata – 700 035, Dist. North 24-Parganas, West Bengal, represented by its Partners namely – (1) **SRI BARUN DEV BHATTACHARYA**, having **PAN AKEPB2262R, Aadhaar No. 587922704271**, son of Late Basudev Bhattacharya, by faith – Hindu, by occupation – Business, by Nationality – Indian, residing at 107/A, Surya Sen

Road, P. O. Alambazar, P. S. Baranagar, Kolkata – 700 035, Dist. North 24-Parganas, (2) **SRI SUBHASIS DAS (PAN – ADOPD7160P)**, son of Late Balai Chandra Das, by faith – Hindu, by occupation – Business, by Nationality – Indian, residing at 11A, Sree Gopal Mallick Road, P.O. Ariadaha, P.S. Belghoria, Kolkata – 700 057, Dist. North 24-Parganas, (3) **SRI SANKAR DEY (PAN – AGFPD3992D)**, son of Late Jagadish Chandra Dey, by faith - Hindu, by occupation - Business, by Nationality - Indian, residing at 6/9, R.N. Tagore Road, P.O. Dakshineswar, P.S. Belghoria, Kolkata – 700 076, Dist. North 24-Parganas, (4) **SRI PRADIP PANDEY (PAN – AOVPP2827F)**, son of Sri Rama Sankar Pandey, by faith – Hindu, by Nationality – Indian, by Occupation – Business, residing at 107/A, Surya Sen Road, P. O. Alambazar, P. S. Baranagar, Kolkata – 700 035, Dist. North 24-Parganas, (5) **MATIUR RAHAMAN (PAN - AGGPR3714E)**, son of Late Lutfar Rahaman, by faith – Muslim, by Nationality – Indian, by Occupation – Business, residing at 107/A, Surya Sen Road, P. O. Alambazar, P. S. Baranagar, Kolkata – 700 035, Dist. North 24-Parganas and (6) **SRI RATAN LAL DAS (PAN – AFMPD8266J)**, son of Late Sohan Lal Das, by faith - Hindu, by Nationality - Indian, by occupation – Business, residing at 65/3, Dharendra Nath Chatterjee Road, P.O. Alambazar, P. S. Baranagar, Kolkata – 700 035, Dist. North 24-Parganas, empowered and authorized by virtue of three Development Power of Attorneys, duly registered before the A.D.S.R.O. Sodepur and recorded in Book No. I, Volume No. 1524-2019, Pages 24932 to 24968, Being No. 152400494 for the year 2019 **AND** in Book No. I, Volume No. 1524-2021, Pages 266081 to 266114, Being No. 152406607 for the year 2021 **AND** in Book No. I, Volume No. 1524-2021, Pages 331680 to 331713, Being No. 152408242 for the year 2021 respectively.

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GITANJALI CONSTRUCTION, having **PAN AASFG7040C, D.O.C. -----**, a Partnership firm, having its Principal place of business at 107/A, Surya Sen Road, P. O. Alambazar, P. S. Baranagar, Kolkata – 700 035, Dist. North 24-Parganas, West Bengal, represented by its Partners namely – (1) **SRI BARUN DEV BHATTACHARYA**, having **PAN AKEPB2262R, Aadhaar No. 587922704271, D.O.B. 03.12.1971**, son of Late Basudev Bhattacharya, by faith – Hindu, by occupation – Business, by Nationality – Indian, residing at 107/A, Surya Sen Road, P. O. Alambazar, P. S. Baranagar, Kolkata – 700 035, Dist. North 24-Parganas, (2) **SRI SUBHASIS DAS (PAN – ADOPD7160P, Aadhaar No. 436944011285, D.O.B. 15.12.1962)**, son of Late Balai Chandra Das, by faith – Hindu, by occupation – Business, by Nationality – Indian, residing at 11A, Sree Gopal Mallick Road, P.O. Ariadaha, P.S. Belghoria, Kolkata – 700 057, Dist. North 24-Parganas, (3) **SRI SANKAR DEY (PAN – AGFPD3992D, Aadhaar No. 938715941069, D.O.B. 01.01.1975)**, son of Late Jagadish Chandra Dey, by faith - Hindu, by occupation - Business, by Nationality - Indian, residing at 6/9, R.N. Tagore Road, P.O. Dakshineswar, P.S. Belghoria, Kolkata – 700 076, Dist. North 24-Parganas, (4) **SRI PRADIP PANDEY (PAN – AOVPP2827F, Aadhaar No. 338975150433)**, son of Sri Rama Sankar Pandey, by faith – Hindu, by Nationality – Indian, by Occupation – Business, residing at 107/A, Surya Sen

Road, P. O. Alambazar, P. S. Baranagar, Kolkata – 700 035, Dist. North 24-Parganas, (5) **MATIUR RAHAMAN** (PAN - AGGPR3714E, Aadhaar No. 248774850061), son of Late Lutfar Rahaman, by faith – Muslim, by Nationality – Indian, by Occupation – Business, residing at 107/A, Surya Sen Road, P. O. Alambazar, P. S. Baranagar, Kolkata – 700 035, Dist. North 24-Parganas and (6) **SRI RATAN LAL DAS** (PAN – AFMPD8266J, Aadhaar No. 921865002650), son of Late Sohan Lal Das, by faith - Hindu, by Nationality - Indian, by occupation – Business, residing at 65/3, Dharendra Nath Chatterjee Road, P.O. Alambazar, P. S. Baranagar, Kolkata – 700 035, Dist. North 24-Parganas, hereinafter called and referred to as the “**DEVELOPER**” (which terms or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its Partners for the time being and the heirs and successors in its Office and assigns) of the **SECOND PART**. Be it mentioned here that as per Partnership Deed, the Partner Nos. 1, 2 & 3 namely (1) **SRI BARUN DEV BHATTACHARYA**, having PAN AKEPB2262R, Aadhaar No. 587922704271, son of Late Basudev Bhattacharya, by faith – Hindu, by occupation – Business, by Nationality – Indian, residing at 107/A, Surya Sen Road, P. O. Alambazar, P. S. Baranagar, Kolkata – 700 035, Dist. North 24-Parganas, (2) **SRI SUBHASIS DAS** (PAN – ADOPD7160P, Aadhaar No. 436944011285), son of Late Balai Chandra Das, by faith – Hindu, by occupation – Business, by Nationality – Indian, residing at 11A, Sree Gopal Mallick Road, P.O. Ariadaha, P.S. Belghoria, Kolkata – 700 057, Dist. North 24-Parganas, (3) **SRI SANKAR DEY** (PAN – AGFPD3992D, Aadhaar No. 938715941069), son of Late Jagadish Chandra Dey, by faith - Hindu, by occupation - Business, by Nationality - Indian, residing at 6/9, R.N. Tagore Road, P.O. Dakshineswar, P.S. Belghoria, Kolkata – 700 076, Dist. North 24-Parganas, will sign on all papers and documents on behalf of the Partnership Firm in terms of the said Partnership Deed.

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hereinafter called and referred to as the “**PURCHASER**” (which terms or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include **his** heirs, executors, administrators, legal representatives and assigns) of the **THIRD PART**.

WHEREAS one Sunil Kumar Dey, son of Late Ganesh Chandra Dey and Subal Chandra De, son of Late Jatindra Mohan De, jointly purchased a piece and parcel of land measuring an area of 34 Decimals equivalent to 20 (twenty) Cottahs 9 (nine) Chittacks 32 (thirty two) Sq.ft. be the same a little more or less, lying and situated at Mouza - Agarpara, J. L. No. 11, R. S. No. 31, Touzi No. 155, comprised in C. S. & R.S. Dag No. 1078, C. S. Khatian No. 111 corresponding to R. S. Khatian No. 108, within the jurisdiction of Khardaha Police Station, within the local limits of Panihati

Municipality, under Sub-Registrar at Barrackpore at present A.D.S.R. at Sodepur, in the District of North 24-Parganas from Sri Banshidhar Mitra and others by virtue of one Deed of Indenture duly registered before the District Registrar at Alipore and recorded in Book No. 1, Volume No 42, pages 138 to 144, Being No. 2302, for the year 1960 against valuable consideration mentioned thereon.

AND WHEREAS during the lifetime of said Subal Chandra De, son of Late Jatindra Mohan De of P-12, Girish Avenue, Calcutta – 700 003, he made one Will on 5th day of November, 1989 in respect of his undivided 1/2 (half) share out of total land measuring an area of 34 Decimals equivalent to 20 (twenty) Cottahs 9 (nine) Chittacks 32 (thirty two) Sq.ft. be the same a little more or less, lying and situated at Mouza - Agarpara, J. L. No. 11, R. S. No. 31, Touzi No. 155, comprised in C. S. & R.S. Dag No. 1078, C. S. Khatian No. 111 corresponding to R. S. Khatian No. 108, within the jurisdiction of Khardaha Police Station, within the local limits of Panihati Municipality, under Sub-Registrar at Barrackpore at present A.D.S.R. at Sodepur, in the District of North 24-Parganas, alongwith other properties unto the favour of his four sons namely Binay Krishna De, Nimai Chand De, Shyamal Kumar De, Arun Kumar De and after the demise of said Subal Chandra De died on 16.09.1997 his aforesaid sons namely Binoy Krishna De, Nimai Chand De, Shyamal Kumar De, Arun Kumar De obtained a Probate on 24.04.2012 from Ld. High Court at Calcutta, Testamentary and Intestate Jurisdiction Original Side, vide P.L.A. Order No. 186 of 2010 of the said Will and accordingly they became the joint owners of undivided 1/2 (half) share of the said property and the have mutata their names in the records of local Panihati Municipality and also mutated their names in the records of B.L. & L.R.O. and obtained L. R. Khatian No. 1451, in the name **Sri Binay Krishna De**, measuring an area of **5 Decimals**. And L.R. Khatian No. 1452, in the name of **Sri Nimai Chand De**, measuring an area **4 Decimals**. And L.R. Khatian No. 1453, in the name of **Sri Shyamal Kumar De**, measuring an area **4 Decimals**. And L.R. Khatian No. 1454, in the name of **Sri Arun Kumar De**, land measuring **4 Decimals**, against R.S. Khatian No. 108 and R.S. Dag No. 1078, situated at Mouza - Agarpara, J. L. No. 11, within the jurisdiction of Khardaha Police Station, within the local limits of Panihati Municipality, under Sub-Registrar at Barrackpore at present A.D.S.R. at Sodepur, in the District of North 24-Parganas.

AND WHEREAS during the lifetime of said Sunil Kumar Dey, son of Late Ganesh Chandra Dey of 38, Girish Avenue, Calcutta – 700 003, he made one Will on 28th day of November, 1994 in respect of his undivided 1/2 (half) share out of total land measuring an area of 34 Decimals equivalent to 20 (twenty) Cottahs 9 (nine) Chittacks 32 (thirty two) Sq.ft. be the same a little more or less, lying and situated at Mouza - Agarpara, J. L. No. 11, R. S. No. 31, Touzi No. 155, comprised in C. S. & R.S. Dag No. 1078, C. S. Khatian No. 111 corresponding to R. S. Khatian No. 108, within the jurisdiction of Khardaha Police Station, within the local limits of Panihati Municipality, under Sub-Registrar at Barrackpore at present A.D.S.R. at Sodepur, in the District of North 24-Parganas, alongwith other properties unto the favour of his two sons namely Sri Sudeep Kumar Dey and Sri Saugata Kumar Dey and one daughter namely Smt. Saswati Kundu alias Smt.

Swasati Kundu and after the demise of said Sunil Kumar Dey on 20.01.1995 his aforesaid sons obtained a Probate on 12.04.2011 from Ld. High Court at Calcutta, Testamentary and Intestate Jurisdiction Original Side vide P.L.A. Order No. 8 of 2011 of the said Will and accordingly they became the joint owners of undivided 1/2 (half) share of the said property and mutated their names in the records of local Panihati Municipality and also mutated their names in the records of B.L. & L.R.O. and obtained L. R. Khatian No. 1455, in the name **Sri Sudeep Kumar Dey**, measuring an area **7 Decimals**. And L.R. Khatian No. 1456, in the name of **Sri Saugata Kumar Dey**, measuring an area **6 Decimals**. And L.R. Khatian No. 1457, in the name **Smt. Saswati Kundu alias Smt. Saswati Kundu** measuring an area of **4 Decimals**, against R.S. Khatian No. 108 and R.S. Dag No. 1078, situated at Mouza - Agarpara, J. L. No. 11, within the jurisdiction of Khardaha Police Station, within the local limits of Panihati Municipality, under Sub-Registrar at Barrackpore at present A.D.S.R. at Sodepur, in the District of North 24-Parganas.

AND WHEREAS in that circumstances the Vendor Nos. 1 to 7 herein became the joint owners of the said property of **ALL THAT** piece and parcel of plot of Danga land measuring an area of 34 Decimals equivalent to 20 (twenty) Cottahs 9 (nine) Chittacks 32 (thirty two) Sq.ft. be the same a little more or less, together with 1400 sq.ft. Tile Shed Structure standing thereon, lying and situated at Mouza – Agarpara, J.L. No. 11, comprised in C. S., R.S. & L.R. Dag No. 1078, under C. S. Khatian No. 111, R.S. Khatian No. 108, corresponding to L.R. Khatian Nos. 1451, 1452, 1453, 1454, 1455, 1456 & 1457, total measuring an area of 34 Decimals more or less. within the jurisdiction of Khardaha Police Station, within the local limits of Panihati Municipality, under ward No. 06, being Municipal Holding No. 14/4, Murari Mohan Mitra Road, Kolkata – 700 058, Additional District Sub-Registrar at Barrackpore at present A.D.S.R.O. Sodepur, in the District of North 24-Parganas and are now seized and possessed of and / or otherwise well and sufficiently entitled to the said property and enjoying the same peacefully, freely, absolutely and without any interruptions from any corners together with rights to sell, convey and transfer the same to any intending buyer or buyers at any consideration or under any terms and conditions as the Vendor Nos. 1 to 7 shall think fit and proper.

AND WHEREAS with a view to develop the aforesaid property by raising construction of a G+5 storied building the Vendor No. 1 to 7 herein entered into a Development Agreement on 30.01.2019 with the Developer herein under some terms and conditions mentioned thereon which was duly registered before the A.D.S.R. Sodepur and recorded in Book No. I, Volume No. 1524-2019, Pages 24039 to 24090, Being No. 152400489 for the year 2019 and the Vendor No. 1 to 7 herein also executed one Development Power of Attorney unto the favour of Developer herein empowering themselves to construct and complete the building together with rights to sell, convey and transfer the allocated portions to others in terms of said Development Agreement which was duly registered before the A.D.S.R. Sodepur and recorded in Book No. I, Volume No. 1524-2019, Pages 24932 to 24968, Being No. 152400494 for the year 2019.

AND WHEREAS one Sri Achal Kumar Sen, son of Late Atal Kumar Sen was the recorded Owner as per R.O.R. of ALL THAT piece and parcel of a plot of bastu land measuring an area of 5 Cottahs more or less lying and situated at Mouza - Agarpara, J. L. No. 11, R. S. No. 31, Touzi No. 155, comprised and contained in C. S. Dag No. 1077, under C. S. Khatian No. 298, the land and premises known as "Atal Kutir" in Holding No. 455, within the jurisdiction of Khardah Police Station, within the local limits of Panihati Municipality in the District of 24-Parganas and at the time of Settlement Record the said Sri Achal Kumar Sen mutated his name to the concern J.L. & L.R.O..

AND WHEREAS while enjoying the same the said Sri Achal Kumar Sen sold, conveyed and transferred the aforesaid property unto and in favour of Sri Tapendra Ghosh, since deceased, son of Late Satindra Mohan Ghosh, by virtue of one Deed of Conveyance, duly registered before the D.R. Alipore, 24-Parganas and recorded in Book No. I, Volume No. 33, Pages 246 to 249, Being No. 1339 for the year 1943, against valuable consideration mentioned thereon.

AND WHEREAS by an Indenture of lease dated 24.06.1974 made between the said Tapendra Kr. Ghosh therein described as the Lessor of the One Part and the said Sri Ajit Kumar Mukherjee therein described as the Lessee of the Other Part, the said Lessor granted and demised unto the said Lessee, the said Premises known as "Atal Kutir" together with the land thereunto belonging for a period of 21 years on the terms and conditions particularly mentioned in the said Deed.

AND WHEREAS the said Ajit Kumar Mukherjee subsequently thereafter requested the said Tapendra Kumar Ghosh to accept M/s. Matling Engineering India Pvt. Ltd., as the Lessee of the said premises in place of him the said Ajit Kumar Mukherjee which the said Lessor agreed and since then the several years past the said Matling Engineering India Pvt. Ltd. has been in possession and occupation of the said premises 'Atal Kutir' with the land thereunto belonging as the Lessee thereof and carrying on business there as Manufacturing with Mr. Ajit Kumar Mukherjee as the Managing Director and paying all rents and performing terms and conditions of the said Lease as the Lessee.

AND WHEREAS there was a period of 3 years 2 months remaining unexpired of the said Lease.

AND WHEREAS several winding up proceedings have been commenced against the said M/s. Matling Engineering India Pvt. Ltd.

AND WHEREAS by an Order dated 15.01.1992 passed by the Hon'ble High Court, in Calcutta in Company Petition No. 184 of 1990 it was directed that if the Company fails to pay all arrears due by if on 22nd January, 1992 the official liquidator will take possession of the assets of the company in terms of the order made on 11th September, 1991 and all parties were directed to act on a signed copy of the minutes of the said Order.

AND WHEREAS by a letter dated the 4th April, 1992 the Ld. Advocate on record for Matling Engineering India Pvt. Ltd. intimated that the said Matling Engineering India Pvt. Ltd. had cleared all arrears due by 22nd January, 1992 and an such winding up order has not come into force and the official liquidator has not taken possession of the assets of the Company.

AND WHEREAS it was agreed between Smt. Latika Bose, Dr. Mrs. Rekha Rani Ghosh, Mrs. Bithika Dutta and Mrs. Malaya Banerjee and the said M/s. Matling Engineering India Pvt. Ltd., that the said Matling Engineering India Pvt. Ltd. or its associate or Partner would purchase the right, title and interest of the said Smt. Latika Bose, Dr. Mrs. Rekha Rani Ghosh, Mrs. Bithika Dutta and Mrs. Malaya Banerjee, under the said Lease of or for the price of Rs.64,000/- (Rupees Sixty Four Thousand) only.

AND WHEREAS the said M/s. Matling Engineering India Pvt. Ltd. by a Board resolution held on 16.03.1992 requested the said Smt. Latika Bose, Dr. Mrs. Rekha Rani Ghosh, Mrs. Bithika Dutta and Mrs. Malaya Banerjee, to convey, sell, transfer and assign their right, title and interest to the Purchaser.

AND WHEREAS during his life time of the said Tapendra Kumar Ghosh made duly his Last Will and Testament dated 29th January, 1979 whereby bequeathed the said premises known as "Atal Kutir" with the land and structures therein fully described in the Schedule thereof written to his four daughters said Smt. Latika Bose, Dr. Mrs. Rekha Rani Ghosh, Mrs. Bithika Dutta and Mrs. Malaya Banerjee and thereafter the said Tapendra Kumar Ghosh died on 22nd February .

AND WHEREAS after death of said Tapendra Kumar Ghosh, the Executrix filed a Misc. Case for granting of Probate, to Hon'ble High Court at Calcutta, the said Ld. Grant a Probate of the said will and testament dated 29th January, 1979 has been granted by the Hon'ble High Court at Calcutta to the said executrix named therein.

AND WHEREAS by virtue of the said Last Will and Testament the said Smt. Latika Bose, Dr. Mrs. Rekha Rani Ghosh, Mrs. Bithika Dutta and Mrs. Malaya Banerjee therein became the joint Owners of the said premises known as "Atal Kutir" together with the structures standing thereon and to the Land thereunto belonging, subject to the unexpired period of lease in favour of Matling Engineering India Pvt. Ltd.

AND WHEREAS by an Indenture dated 28.04.1992 made between the Smt. Latika Bose, Dr. Mrs. Rekha Rani Ghosh, Mrs. Bithika Dutta and Mrs. Malaya Banerjee therein described as the Vendors of the First Part and the said Sri Ajit Kumar Mukherjee, therein described as the Confirming Party of the Third Part and the said M/s. Matling Engineering India Pvt. Ltd. therein described as the Confirming Party of the Fourth Part jointly sold, conveyed and transferred of all that the land and premises known as "Atal Kutir" containing an area of 5 Cottahs more or less but actually physical measurement an area 4 Cottahs 8 Chittacks 6 Sq.ft. more or less, lying and situated at Mouza - Agarpara, J. L. No. 11, R. S. No. 31, Touzi No. 155, comprised and contained in R. S. Dag No. 1077, under R. S. Khatian No. 298, within the jurisdiction of Khardaha Police Station within the local limits of Panihati Municipality unto and in favour of Sri Nemai Samanta, son of Khirod Prasad Samanta, duly registered before the A.D.S.R.O. Barrackpore executed on 28.04.1992 and recorded in Book No. 1, Volume No. 64, pages 389 to 408, Being No. 2938, for the year 1992, against valuable consideration mentioned thereon.

AND WHEREAS thereafter the said Lessee M/s. Matling Engineering India Pvt. Ltd. surrendered its lease-hold right over and above the aforesaid property unto and in favour of said Sri Nemai Samanta, by virtue of a Deed of Bengali Istafa Patra (Deed of Surrender), which was duly before the A.D.S.R.O. Barrackpore, executed on 29.04.1992, recorded in Book No. I, Volume No. 65, Pages 1 to 6, Being No. 2939 for the year 1992 and accordingly the said Sri Nemai Samanta became the sole and absolute Owner of the above mentioned property and enjoyed the same peacefully, freely, absolutely and without any interruption from any corners.

AND WHEREAS while seized and possessed of the same the said Sri Nemai Samanta gifted and transferred the said property measuring an area of 4 (four) Cottahs 8 (eight) Chittacks 6 (six) sq. ft. more or less together with a structure standing thereon, lying and situated at Mouza - Agarpara, J. L. No. 11, R. S. No. 31, Touzi No. 155, comprised and contained in C.S. & R. S. Dag No. 1077, under C.S. & R. S. Khatian No. 298, within the jurisdiction of Khardaha Police Station, within the local limits of Panihati Municipality, in the District of North 24-Parganas unto and in favour of his daughter namely Smt. Mayurika Hazra, wife of Sri Lal Mohan Hazra of Muraripukur Mitra Road, P.S. Khardaha, District North 24-Parganas, by virtue of one Deed of Gift executed on 08.12.2000 and registration on 27.03.2001, duly registered before the A.D.S.R.O. Barrackpore and recorded in Book No. 1, Volume No. 54, pages 29 to 38, Being No. 2085, for the year 2001 by virtue of natural love and affection upon herself.

AND WHEREAS by virtue of aforesaid Deed of Gift, the said Smt. Mayurika Hazra became the sole and absolute owner of the said property and mutated her name in the records of local Panihati Municipality and obtained Holding No. 77F, B. T. Road, Kolkata – 700 058 under Ward No. 6 and paid relevant taxes in her name as absolute owner and occupier thereof and was seized and possessed of the same free from all sorts of encumbrances.

AND WHEREAS at the time of L.R. Settlement, the said R.S. Dag converted to same L.R. Dag No. under L.R. Khatian No. 5 in Mouza – Agarpara recorded as aforesaid previous Owner Sri Achal Kumar Sen, son of Late Atal Kumar Sen.

AND WHEREAS with a view to sell out the said property the said Smt. Mayurika Hazra, wife of Sri Lal Mohan Hazra appointed (1) Sri Durga Shaw, son of Late Ful Chand Shaw of 81, Nilganj Road, Panja Villa, P. O. Agarpara, P. S. Belghoria, Dist. North 24-Parganas, Kolkata - 700 109 and (2) Sri Ajoy Mondal, son of Late Purna Chandra Mondal of 2/1/1, Tal Bagan Main Road, P. O. Chandanpukur, P. S. Titagarh, Dist. North 24-Parganas, Pin - 700 122 as her Constituted Attorney by virtue of one General Power of Attorney duly registered in the Office of the A.D.S.R. Sodepur on 11.05.2021 and recorded in Book No. IV, Volume No. 1524-2021, pages 139714 to 139736, Being No. 152403587, for the year 2021.

AND WHEREAS while seized and possessed of the same the said Smt. Mayurika Hazra, wife of Sri Lal Mohan Hazra through her aforesaid Constituted Attorney namely (1) Sri Durga Shaw, son of Late Ful Chand Shaw of 81, Nilganj Road, Panja Villa, P. O. Agarpara, P. S. Belghoria, Dist. North 24-Parganas, Kolkata - 700 109 and (2) Sri Ajoy Mondal, son of Late Purna Chandra Mondal of

2/1/1, Tal Bagan Main Road, P. O. Chandanpukur, P. S. Titagarh, Dist. North 24-Parganas, Pin - 700 122 sold, conveyed and transferred a portion of her aforementioned property measuring an area of 2 (two) Cottahs 4 (four) Chittacks 3 (three) sq. ft. more or less together with 100 sq. ft. R.T.S. standing thereon out of entire property, lying and situated at Mouza - Agarpara, J. L. No. 11, R. S. No. 31, Touzi No. 155, comprised and contained in C.S., R. S. & L. R. Dag No. 1077, under R. S. Khatian No. 298 corresponding to L.R. Khatian No. 5, being Holding No. 77F, B. T. Road, Kolkata – 700 058, within the jurisdiction of Khardaha Police Station, within the local limits of Panihati Municipality, under Ward No. 6, A.D.S.R.O. Barrackpore at present A.D.S.R.O. Sodepur, in the District of North 24-Parganas unto and in favour of Sri Devi Shaw, the Vendor No. 8 herein, by virtue of one Deed of Conveyance dated 19th day of August, 2021 duly registered before the District Sub-Registrar – I, North 24-Parganas at Barasat and recorded in Book No. 1, Volume No. 1501-2021, Pages 332249 to 332280, Being No. 150108826, for the year 2021 against valuable consideration mentioned thereon.

AND WHEREAS by virtue of aforesaid Deed, the said Sri Devi Shaw, the Vendor No. 8 herein became the sole and absolute owner of the said property measuring an area of 2 (two) Cottahs 4 (four) Chittacks 3 (three) sq. ft. more or less together with 100 sq. ft. R.T.S. standing thereon being Plot No. 'A', lying and situated at Mouza - Agarpara, J. L. No. 11, R. S. No. 31, Touzi No. 155, C.S., R. S. & L. R. Dag No. 1077, under R. S. Khatian No. 298 corresponding to L.R. Khatian No. 5, being Holding No. 77F, B. T. Road, Kolkata – 700 058, within the jurisdiction of Khardaha Police Station, within the local limits of Panihati Municipality, under Ward No. 6, A.D.S.R.O. Barrackpore at present A.D.S.R.O. Sodepur, in the District of North 24-Parganas and is now seized and possessed of and / or otherwise well and sufficiently entitled to the said property and enjoying the same peacefully, freely, absolutely and without any interruptions from any corners together with right to sell, convey and transfer the same to any intending buyer or buyers at any consideration or under any terms and conditions as the Vendor No. 8 will think fit and proper.

AND WHEREAS with a view to develop the aforesaid property by raising construction of a G+5 storied building the Vendor No. 8 herein entered into a Development Agreement on 01.10.2021 with the Developer herein under some terms and conditions mentioned thereon which was duly registered before the A.D.S.R. Sodepur and recorded in Book No. I, Volume No. 1524-2021, Pages 266160 to 266210, Being No. 152406591 for the year 2021 and the Vendor No. 8 herein also executed one Development Power of Attorney unto the favour of Developer empowering themselves to construct and complete the building together with rights to sell, convey and transfer the allocated portions to others in terms of said Development Agreement which was duly registered before the A.D.S.R. Sodepur and recorded in Book No. I, Volume No. 1524-2021, Pages 266081 to 266114, Being No. 152406607 for the year 2021.

AND WHEREAS one Sri Achal Kumar Sen, son of Late Atal Kumar Sen was the recorded Owner as per R.O.R. of ALL THAT piece and parcel of a plot of bastu land measuring an area of 5 Cottahs more or less lying and situated at Mouza - Agarpara, J. L. No. 11, R. S. No. 31, Touzi No.

155, comprised and contained in C. S. Dag No. 1077, under C. S. Khatian No. 298, the land and premises known as "Atal Kutir" in Holding No. 455, within the jurisdiction of Khardah Police Station, within the local limits of Panihati Municipality in the District of 24-Parganas and at the time of Settlement Record the said Sri Achal Kumar Sen mutated his name to the concern J.L. & L.R.O.

AND WHEREAS while enjoying the same the said Sri Achal Kumar Sen sold, conveyed and transferred the aforesaid property unto and in favour of Sri Tapendra Ghosh, since deceased, son of Late Satindra Mohan Ghosh, by virtue of one Deed of Conveyance, duly registered before the D.R. Alipore, 24-Parganas and recorded in Book No. I, Volume No. 33, Pages 246 to 249, Being No. 1339 for the year 1943, against valuable consideration mentioned thereon.

AND WHEREAS by an Indenture of lease dated 24.06.1974 made between the said Tapendra Kr. Ghosh therein described as the Lessor of the One Part and the said Sri Ajit Kumar Mukherjee therein described as the Lessee of the Other Part, the said Lessor granted and demised unto the said Lessee, the said Premises known as "Atal Kutir" together with the land thereunto belonging for a period of 21 years on the terms and conditions particularly mentioned in the said Deed.

AND WHEREAS the said Ajit Kumar Mukherjee subsequently thereafter requested the said Tapendra Kumar Ghosh to accept M/s. Matling Engineering India Pvt. Ltd., as the Lessee of the said premises in place of him the said Ajit Kumar Mukherjee which the said Lessor agreed and since then the several years past the said Matling Engineering India Pvt. Ltd. has been in possession and occupation of the said premises 'Atal Kutir' with the land thereunto belonging as the Lessee thereof and carrying on business there as Manufacturing with Mr. Ajit Kumar Mukherjee as the Managing Director and paying all rents and performing terms and conditions of the said Lease as the Lessee.

AND WHEREAS there is a period of 3 years 2 months remaining unexpired of the said Lease.

AND WHEREAS several winding up proceedings have been commenced against the said M/s. Matling Engineering India Pvt. Ltd.

AND WHEREAS by an Order dated 15.01.1992 passed by the Hon'ble High Court, in Calcutta in Company Petition No. 184 of 1990 it was directed that if the Company fails to pay all arrears due by if by 22nd January, 1992 the official liquidator will take possession of the assets of the company in terms of the order made on 11th September, 1991 and all parties were directed to act on a signed copy of the minutes of the said Order.

AND WHEREAS by a letter dated the 4th April, 1992 the Advocate on record for Matling Engineering India Pvt. Ltd. intimated that the said Matling Engineering India Pvt. Ltd. had cleared all arrears due by 22nd January, 1992 and an such winding up order has not come into force and the official liquidator has not taken possession of the assets of the Company.

AND WHEREAS it was agreed between Smt. Latika Bose, Dr. Mrs. Rekha Rani Ghosh, Mrs. Bithika Dutta and Mrs. Malaya Banerjee and the said M/s. Matling Engineering India Pvt. Ltd. that the said Matling Engineering India Pvt. Ltd. or its associate or Partner would purchase the right, title

and interest of the said Smt. Latika Bose, Dr. Mrs. Rekha Rani Ghosh, Mrs. Bithika Dutta and Mrs. Malaya Banerjee, under the said Lease of or for the price of Rs.64,000/- (Rupees Sixty Four Thousand) only.

AND WHEREAS the said M/s. Matling Engineering India Pvt. Ltd. by a Board resolution dated 16.03.1992 requested the said Smt. Latika Bose, Dr. Mrs. Rekha Rani Ghosh, Mrs. Bithika Dutta and Mrs. Malaya Banerjee, to convey, sell, transfer and assign their right, title and interest to the Purchaser.

AND WHEREAS during his life time of the said Tapendra Kumar Ghosh made duly his Last Will and Testament dated 29th January, 1979 whereby bequeathed the said premises known as "Atal Kutir" with the land and structures therein fully described in the Schedule thereudner written to his four daughters said Smt. Latika Bose, Dr. Mrs. Rekha Rani Ghosh, Mrs. Bithika Dutta and Mrs. Malaya Banerjee and thereafter the said Tapendra Kumar Ghosh died on 22nd February .

AND WHEREAS after death of said Tapendra Kumar Ghosh, the Executrix filed a Misc. Case for granting of Probate, to Hon'ble High Court at Calcutta, the said Ld. Grant a Probate of the said will and testament dated 29th January, 1979 has been granted by the Hon'ble High Court at Calcutta to the said executrix named therein.

AND WHEREAS by virtue of the said Last Will and Testament the said Smt. Latika Bose, Dr. Mrs. Rekha Rani Ghosh, Mrs. Bithika Dutta and Mrs. Malaya Banerjee therein became the joint Owners of the said premises known as "Atal Kutir" together with the structures standing thereon and to the Land thereunto belonging, subject to the unexpired period of lease in favour of Matling Engineering India Pvt. Ltd.

AND WHEREAS by an Indenture dated 28.04.1992 made between the Smt. Latika Bose, Dr. Mrs. Rekha Rani Ghosh, Mrs. Bithika Dutta and Mrs. Malaya Banerjee therein described as the Vendors of the First Part and the said Sri Ajit Kumar Mukherjee, therein described as the Confirming Party of the Third Part and the said M/s. Matling Engineering India Pvt. Ltd. therein described as the Confirming Party of the Fourth Part jointly sold, conveyed and transferred of all that the land and premises known as "Atal Kutir" containing an area of 5 Cottahs more or less but actually physical measurement an area 4 Cottahs 8 Chittacks 6 Sq.ft. more or less, lying and situated at Mouza - Agarpara, J. L. No. 11, R. S. No. 31, Touzi No. 155, comprised and contained in R. S. Dag No. 1077, under R. S. Khatian No. 298, within the jurisdiction of Khardaha Police Station within the local limits of Panihati Municipality unto and in favour of Sri Nemai Samanta, son of Khirrod Prasad Samanta, duly registered before the A.D.S.R.O. Barrackpore executed on 28.04.1992 and recorded in Book No. 1, Volume No. 64, pages 389 to 408, Being No. 2938, for the year 1992, against valuable consideration mentioned thereon.

AND WHEREAS thereafter the said Lessee M/s. Matling Engineering India Pvt. Ltd. surrendered its lease-hold right over and above the aforesaid property unto and in favour of said Sri Nemai Samanta, by virtue of a Deed of Bengali Istafa Patra (Deed of Surrender), which was duly before

the A.D.S.R.O. Barrackpore, executed on 29.04.1992, recorded in Book No. I, Volume No. 65, Pages 1 to 6, Being No. 2939 for the year 1992 and accordingly the said Sri Nemai Samanta became the sole and absolute Owner of the above mentioned property and enjoyed the same peacefully, freely, absolutely and without any interruption from any corners.

AND WHEREAS while seized and possessed of the same the said Sri Nemai Samanta gifted and transferred the said property measuring an area of 4 (four) Cottahs 8 (eight) Chittacks 6 (six) sq. ft. more or less together with a structure standing thereon, lying and situated at Mouza - Agarpara, J. L. No. 11, R. S. No. 31, Touzi No. 155, comprised and contained in C.S. & R. S. Dag No. 1077, under C.S. & R. S. Khatian No. 298, within the jurisdiction of Khardaha Police Station, within the local limits of Panihati Municipality, in the District of North 24-Parganas unto and in favour of his daughter namely Smt. Mayurika Hazra, wife of Sri Lal Mohan Hazra of Muraripukur Mitra Road, P.S. Khardaha, District North 24-Parganas, by virtue of one Deed of Gift executed on 08.12.2000 and registration on 27.03.2001, duly registered before the A.D.S.R.O. Barrackpore and recorded in Book No. 1, Volume No. 54, pages 29 to 38, Being No. 2085, for the year 2001 by virtue of natural love and affection upon herself.

AND WHEREAS by virtue of aforesaid Deed of Gift, the said Smt. Mayurika Hazra became the sole and absolute owner of the said property and mutated her name in the records of local Panihati Municipality and obtained Holding No. 77F, B. T. Road, Kolkata – 700 058 under Ward No. 6 and paid relevant taxes in her name as absolute owner and occupier thereof and was seized and possessed of the same free from all sorts of encumbrances.

AND WHEREAS at the time of L.R. Settlement, the said R.S. Dag converted to same L.R. Dag No. under L.R. Khatian No. 5 in Mouza – Agarpara recorded as aforesaid previous Owner Sri Achal Kumar Sen, son of Late Atal Kumar Sen.

AND WHEREAS with a view to sell out the said property the said Smt. Mayurika Hazra, wife of Sri Lal Mohan Hazra appointed (1) Sri Durga Shaw, son of Late Ful Chand Shaw of 81, Nilganj Road, Panja Villa, P. O. Agarpara, P. S. Belghoria, Dist. North 24-Parganas, Kolkata - 700 109 and (2) Sri Ajoy Mondal, son of Late Purna Chandra Mondal of 2/1/1, Tal Bagan Main Road, P. O. Chandanpukur, P. S. Titagarh, Dist. North 24-Parganas, Pin - 700 122 as her Constituted Attorney by virtue of one General Power of Attorney duly registered in the Office of the A.D.S.R. Sodepur on 11.05.2021 and recorded in Book No. IV, Volume No. 1524-2021, pages 139714 to 139736, Being No. 152403587, for the year 2021.

AND WHEREAS while seized and possessed of the same the said Smt. Mayurika Hazra, wife of Sri Lal Mohan Hazra through her aforesaid Constituted Attorney namely (1) Sri Durga Shaw, son of Late Ful Chand Shaw of 81, Nilganj Road, Panja Villa, P. O. Agarpara, P. S. Belghoria, Dist. North 24-Parganas, Kolkata - 700 109 and (2) Sri Ajoy Mondal, son of Late Purna Chandra Mondal of 2/1/1, Tal Bagan Main Road, P. O. Chandanpukur, P. S. Titagarh, Dist. North 24-Parganas, Pin - 700 122 sold, conveyed and transferred a portion of her aforementioned property measuring an area of 2 (two) Cottahs 4 (four) Chittacks 3 (three) sq. ft. more or less together with 100 sq. ft.

R.T.S. standing thereon out of entire property, lying and situated at Mouza - Agarpara, J. L. No. 11, R. S. No. 31, Touzi No. 155, comprised and contained in C.S., R. S. & L. R. Dag No. 1077, under R. S. Khatian No. 298 corresponding to L.R. Khatian No. 5, being Holding No. 77F, B. T. Road, Kolkata – 700 058, within the jurisdiction of Khardaha Police Station, within the local limits of Panihati Municipality, under Ward No. 6, A.D.S.R.O. Barrackpore at present A.D.S.R.O. Sodepur, in the District of North 24-Parganas unto and in favour of Sri Dinesh Kumar Shaw, the Vendor No. 9 herein by virtue of one Deed of Conveyance dated 19th day of August, 2021 duly registered before the District Sub-Registrar – I, North 24-Parganas at Barasat and recorded in Book No. 1, Volume No. 1501-2021, pages 332360 to 332391, Being No. 150108825, for the year 2021 against valuable consideration mentioned thereon.

AND WHEREAS by virtue of aforesaid Deed, the said Sri Dinesh Kumar Shaw, the Vendor No. 9 herein became the sole and absolute owner of the said property measuring an area of 2 (two) Cottahs 4 (four) Chittacks 3 (three) sq. ft. more or less together with 100 sq. ft. R.T.S. standing thereon being Plot No. 'A', lying and situated at Mouza - Agarpara, J. L. No. 11, R. S. No. 31, Touzi No. 155, C.S., R. S. & L. R. Dag No. 1077, under R. S. Khatian No. 298 corresponding to L.R. Khatian No. 5, being Holding No. 77F, B. T. Road, Kolkata – 700 058, within the jurisdiction of Khardaha Police Station, within the local limits of Panihati Municipality, under Ward No. 6, A.D.S.R.O. Barrackpore at present A.D.S.R.O. Sodepur, in the District of North 24-Parganas and is now seized and possessed of and / or otherwise well and sufficiently entitled to the said property and enjoying the same peacefully, freely, absolutely and without any interruptions from any corners together with right to sell, convey and transfer the same to any intending buyer or buyers at any consideration or under any terms and conditions as the Vendor No. 9 will think fit and proper.

AND WHEREAS with a view to develop the aforesaid property by raising construction of a G+5 storied building the Vendor No. 9 herein entered into a Development Agreement on 08.11.2021 with the Developer herein under some terms and conditions mentioned thereon which was duly registered before the A.D.S.R. Sodepur and recorded in Book No. I, Volume No. 1524-2021, Pages 332823 to 332874 Being No. 152408232 for the year 2021 and the Vendor No. 9 herein also executed one Development Power of Attorney unto the favour of Developer herein empowering themselves to construct and complete the building together with rights to sell, convey and transfer the allocated portions to others in terms of said Development Agreement which was duly registered before the A.D.S.R. Sodepur and recorded in Book No. I, Volume No. 1524-2021, Pages 331680 to 331713, Being No. 152408242 for the year 2021.

AND WHEREAS after obtain the said Development Agreement Being No. 152408232 for the year 2021 and Development Power of Attorney Being No. 152408242 for the year 2021 some mistakes have been found and accordingly the Vendor No. 9 and the Developer herein jointly cancelled the said Development Agreement Being No. 152408232 for the year 2021, by virtue of one Cancellation of Development Agreement dated 03.03.2022, duly registered before the A.D.S.R.O. Sodepur and recorded in Book No. I, Volume No. 1524-2022, Pages 90248 to 90279, Being No.

152401946 for the year 2022 and the Vendor No. 9 herein also executed one Revocation of Development Power of Attorney Being No. 152408242 for the year 2021 and Revoked the said Development Power of Attorney by virtue of one Revocation of Development Power of Attorney duly registered before the A.D.S.R.O. Sodepur and recorded in Book No. IV, Volume No. 1524-2022, Pages 951 to 981, Being No. 152400031 for the year 2022.

AND WHEREAS thereafter the Vendor No. 9 herein executed a fresh Development Agreement dated 03.03.2022 with the Developer herein under some terms and conditions mentioned thereon which was duly registered before the A.D.S.R. Sodepur and recorded in Book No. I, Volume No. 1524-2022, Pages 90951 to 91002 Being No. 152401960 for the year 2022 and also executed one Development Power of Attorney unto the favour of Developer herein empowering themselves to construct and complete the building together with rights to sell, convey and transfer the allocated portions to others in terms of said Development Agreement which was duly registered before the A.D.S.R. Sodepur and recorded in Book No. I, Volume No. 1524-2022, Pages 90832 to 90866, Being No. 152401971 for the year 2022.

AND WHEREAS with a view to develop the said property by raising construction of a G+5 storied building, the Vendors herein amalgamated the said three plots of land and converted the same into a single plot / holding from concerned Panihati Municipality and after amalgamation the said property comes into a total area of land measuring of 25 (twenty) Cottahs 1 (one) Chittack 38 (thirty eight) sq. ft. more or less, being amalgamated Holding / Premises No. 77F, Murari Mohan Mitra Road at present B.T. Road, P.O. Kamarhati, Kolkata – 700 058, under present Ward No. 6 and are paying municipal taxes in their names as absolute owners and occupiers thereof.

AND WHEREAS in that circumstances, the Vendors herein became the joint Owners of **ALL THAT** piece and parcel of a plot of bastu land measuring an area of 25 (twenty) Cottahs 1 (one) Chittack 38 (thirty eight) sq. ft. be the same a little more or less, together with a structure thereon, lying and situated at Mouza – Agarpara, J.L. No. 11, comprised in C. S., R.S. & L.R. Dag Nos. 1078 & 1077, under C. S. Khatian No. 111, R.S. Khatian Nos. 108 & 298, L.R. Khatian Nos. 1451, 1452, 1453, 1454, 1455, 1456, 1457 & 5, being Municipal Holding Premises No. 77F, Murari Mohan Mitra Road at present B.T. Road, P.O. Kamarhati, Kolkata – 700 058, within the jurisdiction of Khardaha Police Station, within the local limits of Panihati Municipality, under ward No. 06, Additional District Sub-Registrar at Barrackpore at present A.D.S.R.O. Sodepur, in the District of North 24-Parganas, particularly mentioned and described in the First Schedule hereunder written and are now seized and possessed of and / or otherwise well and sufficiently entitled to the said property and enjoying the same peacefully, freely and absolutely and without any interruptions from any corners together with rights to sell, convey and transfer the same to any intending buyer or buyers at any consideration or under any terms and conditions as the Vendors will think fit and proper.

AND WHEREAS in terms of the said three separate registered Development Agreements and three Development Power of Attorneys, the Developer herein obtained Building sanctioned Plan

issued by the Panihati Municipality and issued an e-Grihanaksha vide No. **SWS-OBPAS/2123/2022/0081 dated 21.09.2022** in Three Blocks i.e. **Block – A, Block – B and Block – C** upon the said Property Developer herein started the constructional work of the aforesaid property which is now completed in all habitable nature together with facility of water and electricity connection

AND WHEREAS now the Vendors and the Developer herein intend to sell from Developer's Allocation one self-contained residential Flat vide No. -----, on the ----- **Floor**, at ----- side, **in Block - -----**, measuring carpet area of ----- Sq.ft. more or less and super built up area of ----- Sq.ft. more or less of the said building togetherwith undivided impartible proportionate share of underneath land the said building which is more fully and particularly described in Second Schedule hereunder written and hereinafter referred to as the "**SAID FLAT**" at or for a total consideration of Rs. -----/- (**Rupees -----**) only and the Purchaser herein **has** offered to the Vendors and Developer for purchasing of the aforesaid flat by paying the said consideration and the Developer has accepted the said offer of the Purchaser and now the Vendors and the Developer jointly have agreed to sell and the Purchaser **has** agreed to purchase the said flat at or for the total consideration of Rs. -----/- (**Rupees -----**) only, all the Parties executed an Agreement for Sale under some terms and conditions mentioned thereon.

NOW THIS INDENTURE WITNESSETH that in pursuance of the aforesaid Agreement and in consideration at or for a total sum of Rs. -----/- (**Rupees -----**) only well and sufficiently paid by the Purchaser herein on or before the execution of these presents to the Developer as per Memo of Consideration hereunder written (the receipt whereof the Developer doth hereby admits and acknowledges for the same and every part thereof) and the Vendors and Developer doth hereby and forever sell, transfer, convey, assign and assure unto or in favour of Purchaser free from all sorts of encumbrances **ALL THAT** one self contained residential Flat vide No. -----, on the ----- **Floor**, at ----- side, **in Block - -----**, measuring carpet area of ----- Sq.ft. more or less and super built up area of ----- Sq.ft. more or less of the said building togetherwith undivided impartible proportionate share of underneath land the said together with undivided proportionate share of the land being more fully described in the Second Schedule together with undivided proportionate impartible share in the land which is fully described in the First Schedule hereunder written including all common facilities and / or amenities in respect of the common parts and portions of the said Building **HOWSOEVER** the said Building on which the said flat is situated **TOGETHER WITH** all the benefits of common and/or other rights particularly easements, quasi-easements, appendages, appurtenances including all rights, title

and / or interest **WHATSOEVER** of the Vendors and as well as the Developer hereby sold, transferred, conveyed unto the Purchaser for ever **AND** the Vendors and the Developer have good right, full power, absolute authority and indefeasible title to grant, sell, convey, transfer, assign and assure the said flat and every part thereof unto the Purchaser herein and hereby granted, sold, conveyed, transferred or expressed or intended so to be unto and to the use of the Purchaser including **her** heirs, executors, administrators, legal representatives and assigns **AND** the Purchaser herein shall and may at all times hereafter peaceably and quietly possess and enjoy the said Flat vide No. -----, on the ----- **Floor**, at ----- side, **in Block - -----**, measuring carpet area of ----- Sq.ft. more or less and super built up area of -- ----- Sq.ft. more or less of the said building togetherwith undivided impartible proportionate share of underneath land the said building and every part thereof **AND TO HAVE AND TO HOLD** the same forever and receive the rents, issues and profits without lawful eviction, interruption, claim or demand whatsoever from or by the Vendors or the Developer or any person or persons lawfully or equitably claiming from or under in trust for them **AND** further, the Vendors and Developer also doth hereby covenant with the Purchaser herein are as follows—

1. **THAT** notwithstanding anything before done or suffered to the contrary the Vendors along with the Developer have good and perfect ownership right, title and / or interest, authority to sell, convey, transfer the said flat as fully described in the Second Schedule hereunder written hereby sold, conveyed and / or transferred unto the Purchaser in the manner stated aforesaid.
2. **THAT** there are neither any encumbrances, charges, trust, liens, attachments, claims or demands whatsoever in respect of the said land and building on which the said flat is situated and every part thereof nor any suit or proceedings in any manner pending in respect of the said flat and / or the said building or premises ;
3. **THAT** the Vendors and Developer shall and will and at all times indemnify and keep indemnified and keep harmless the Purchaser against all claims and / or demands whatsoever in respect of the said flat and every part thereof hereby sold and / or conveyed and make good the Purchaser against all losses, costs and expenses that may be incurred or occurred or suffered by reasons of any defect or deficiency in the title of the Vendors in respect of the said flat including the land and / or the said building on which the said flat is situated.
4. **THAT** the Vendors and the Developer shall at all times do and execute at the costs and expenses of the Purchaser all such further acts, deeds and / or things and assurances as may be reasonably required by the Purchaser for better or further effecting and assuring the Conveyance hereby made or the title of the Purchaser in respect of the said flat and every part thereof hereby sold and conveyed.

5. **THAT** after the completion of the said building the Developer shall have liable to obtain a Completion Certificate from the concerned Municipal Authority at **her** Own costs and expenses.

FURTHER MORE, THE PURCHASER HEREBY COVENANT WITH THE VENDORS / DEVELOPER HEREIN ARE AS FOLLOWS : -

1. **THAT** the Purchaser shall use the said flat for residential purposes only. The Purchaser shall also pay from the date of possession of the said flat the proportionate share of the consolidated Municipal Taxes of the said building from time to time until and unless the mutation of the said flat in favour of the Purchaser herein shall be completed but the Purchaser shall also pay all other impositions including betterment fee, if any in that behalf which shall be decided between the Purchaser and all other Purchaser or Occupiers including owner herein of the said building ;
2. **THAT** the Purchaser herein shall be the member of the Society, Limited Company, Syndicate or Association to be formed consisting of all the Purchaser, Owners, Vendors or Occupiers of all the Flats of the said building for the purpose of management, maintenance, administration and / or control of and the use of the said building and particularly the common parts and portions of the said building ;
3. **THAT** the Purchaser **has** examined the building plan and the title of the Vendors / Developer in respect of the said property and the common parts and portions of the said building including the said flat and **has** fully satisfied with regard to the title of the Vendors, the plan and nature of construction and shall not raise any claim and / or demand whatsoever against the Vendors and the Developer herein.
4. **THAT** the Purchaser shall not obstruct the Vendors and the Developer including the Association, Society or Company for its different acts relates with the common purposes of the said building and the Purchaser shall not be permitted to cause injury, harm or damage in common parts and portions of the said building by making or erecting any addition or alteration thereof including alteration of the outer portion of elevation or colour scheme of the said building or shall not throw or accumulate or cause to be thrown or accumulated any dirt or rubbish or other refuses within the said flat or in common part or the common portions of the building save and except the indicated place for the purposes or shall not place or cause to be placed any article or object in the common portions of the said building and / or shall not store or accumulate any obnoxious, noisy, illegal and inflammable article and / or thing including immoral activity in the said flat or any where else in the said building ;

5. **THAT** the Purchaser at **her** own costs and expenses beside the joint Electric Meter is or are entitled to install separate Electric Meter for the said flat obtain from the competent C.E.S.C. Authority ;
6. **THAT** the ultimate roof of the existing building shall always be treated as common and the Purchaser may use the roof of the building, purely for temporary basis, i.e. for holding any social or marriage function with the consent of the Vendors and / or Association, but the Purchaser shall have no right to retain the Pandel or Structure on the roof after the function is over and the Purchaser hereby covenant with the Vendors and the Developer that if the Developer shall construct any further storey or storeyes on the said building as per Sanctioned Building Plan, then the Purchaser shall have no right to raise any objection for the same in any manner whatsoever.
7. **THAT** the Purchaser at **her** own costs and expenses will mutate **her** name in the records of local municipality after possession and / or registration of **her** aforesaid Flat.

It is further to be mentioned that the Purchaser shall have common title and interest in the soil on which the said building is erected and the said soil shall remain joint for all time with the other Co-owners of the said building including Vendors herein and the said land are impartible. The said flat together with undivided proportionate impartible share of the land including the right of all common parts and portions of the said building is heritable and transferable like any other immovable property and the Purchaser herein **has** the absolute right and authority to sell, transfer, mortgage, let out or any other mode in respect of the said flat

**THE DESCRIPTION OF COMMON PARTS & PORTIONS INCLUDING COMMON
AMENITIES AND FACILITIES –**

01. Ultimate roof including staircase.
02. Staircase landing on all the floors.
03. Common passage on the ground floor.
04. Water pump, water tank, water pipes and other common plumbing's installation of the said flat.
05. Drainage and sewerage systems.
06. Motor pump sets and pump house.
07. Boundary wall and main gates.
08. Lift and its accessories.
09. Space for electric meter installation for the said flat.

10. Such other equipment, installations, fixtures, fittings and spaces in or within the same building comprised within the said premises as are necessary for passage to the users and occupiers of the flats.

EASEMENT RIGHT

The Co-owners, Occupiers, the Vendors, Society, Syndicate or Association shall allow each other the following easement and quasi-easement right and privileges : -

1. Right to common passage in all the common portions in each of and every part of the said building including the said unit including connection for T. V. pipes, Cables etc. to the extent necessary.
2. Right of protection of each portion of each other.
3. Absolute unfettered and unencumbered right over the common parts and portions.
4. Right in support or easement and appurtenances usually held, used, occupied or enjoyed as part and parcel of the said undivided proportionate share and / or the said unit.
5. Rights to install Television Antenna on the roof of the said building in any manner without disturbing any Co-owners entitled to the same.
6. Right with or without workmen and necessary materials to enter upon the said building including the said unit and any other unit for the purpose of repairing any of the common parts and portions or any appurtenances to any unit and / or anything comprised in any unit in all such cases giving previous notice in writing to the Co-owners affected thereby.
7. The right of access in common with Vendors or other Occupiers of the said building at all times and for all normal domestic purposes connected with the use and enjoyment of the open and covered space, staircase, tube-well, electrical installation etc.

TAXES AND IMPOSITIONS

1. Until such time as the flat comprised in the said unit be separately assessed and / or mutated in respect of the said Municipal taxes, taxes or impositions, the Purchaser shall from the date of **her** occupation of the said unit bear and pay such proportion of such Municipal Rates and Taxes or Impositions as may be deemed reasonable from time to time by the Vendors or Syndicate, Society, Association upon its formation.
2. Apart from the amount of such Municipal Taxes, the Purchaser shall also bear and pay all other taxes or impositions including multi-storeyed building Tax, Urban Land Tax if and when necessary in respect of the said building proportionately and for the said unit wholly.

- 3. All proportionate cost for maintenance, operation, replacing, white washing, painting, rebuilding, reconstruction, redecorating, including the other walls of the said building and boundary walls as determined by the Society, Association, Syndicate to be formed.
- 4. The costs of cleaning and lighting the passage, landing, staircase and other common parts of the said building.
- 5. The cost of redecoration of the exterior building.
- 6. Such other expenses as are deemed by the Vendors / Developer or the Society, Syndicate or Association necessary or incidental for the maintenance of and up-keep of the building and / or general common areas / facilities.

THE FIRST SCHEDULE ABOVE REFERRED TO

ALL THAT piece and parcel of a plot of bastu land measuring an area of 25 (twenty) Cottahs 1 (one) Chittack 38 (thirty eight) sq. ft. be the same a little more or less, together with a **G+5** storied building standing thereon in **Three Blocks i.e. Block – A, Block – B and Block – C**, lying and situated at Mouza – Agarpara, J.L. No. 11, comprised in C. S., R.S. & L.R. Dag Nos. 1078 & 1077, under C. S. Khatian No. 111, R.S. Khatian Nos. 108 & 298, L.R. Khatian Nos. 1451, 1452, 1453, 1454, 1455, 1456, 1457 & 5, being Municipal Holding / Premises No. 77F, Murari Mohan Mitra Road at present B.T. Road, P.O. Kamarhati, Kolkata – 700 058, within the jurisdiction of Khardaha Police Station, within the local limits of Panihati Municipality, under ward No. 06, Additional District Sub-Registrar at Barrackpore at present A.D.S.R.O. Sodepur, in the District of North 24-Parganas, which is butted and bounded as follows-

<u>ON THE NORTH</u>	:	Property of C. P. Roy and Property of other person.
<u>ON THE SOUTH</u>	:	Murari Mohan Mitra Road.
<u>ON THE EAST</u>	:	B.T. Road
<u>ON THE WEST</u>	:	Others Property

SECOND SCHEDULE ABOVE REFERRED TO

THE DESCRIPTION OF THE FLAT ABOVE REFERRED TO

ALL THAT one self contained residential Flat being No. -----, on the ----- **Floor**, at ----- side, **in Block - -----**, measuring carpet area of ----- (-----)- Sq.ft. more or less and super built up area of ----- (-----) sq. ft. more or less consisting of ----- Bed Rooms, **One** Dining cum Drawing, **One** Kitchen, ----- Toilet and ----- Balcony with **Marble flooring and Lift facility** of the said building togetherwith undivided impartible proportionate share of underneath land of the said building duly constructed on the Municipal Holding / Premises No. 77F, Murari Mohan Mitra Road at present B.T. Road, P.O. Kamarhati, Kolkata – 700 058, within the jurisdiction of Khardaha Police Station, within the local limits of Panihati Municipality, under

ward No. 06, Additional District Sub-Registrar at Barrackpore at present A.D.S.R.O. Sodepur, in the District of North 24-Parganas together with undivided impartible proportionate share of land on which the said building is constructed as mentioned in First Schedule hereinabove written together with all common rights, amenities and facilities of the said **G+5** storied building. The Site Plan of the said flat is enclosed herewith marked by the '**RED**' colour shall always be treated as the part of this Deed.

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

SIGNED, SEALED AND DELIVERED

By the parties at Kolkata
In presence of : -

1.

As Constituted Attorney of – Vendors No.
(1) SMT. SASWATI KUNDU, (2) SRI SAUGATA KUMAR DEY, (3) SRI SUDEEP KUMAR DEY, (4) SRI ARUN KUMAR DE, (5) SRI SHYAMAL KUMAR DE, (6) SRI NIMAI CHAND DE, (7) SRI BINAY KRISHNA DE, (8) SRI DEVI SHAW, and (9) SRI DINESH KUMAR SHAW

SIGNATURE OF THE VENDORS

2.

SIGNATURE OF THE DEVELOPER

Prepared by : -

SIGNATURE OF THE PURCHASER

MEMO OF CONSIDERATION

RECEIVED with thanks from the abovenamed Purchaser(s) a sum of **Rs.** -----/-
(Rupees -----) only as full and final
consideration money in respect of the Flat as per Memo given below : -

M E M O

Cash/RTGS
Cheque No. D a t e Bank & Branch Amount (Rs)

(Rupees -----) only

WITNESSES : -

1.

2.

SIGNATURE OF THE DEVELOPER

