

DEED OF CONVEYANCE

THIS DEED OF CONVEYANCE is made on this the day of MARCH,

2024 (TWO THOUSAND AND TWENTY FOUR) of the CHRISTIAN ERA.

B E T W E E N;

(1) SMT. KRISHNA DUTTA, PAN NO. BCLPD2742L, Voter I. Card No. CKW0792697, Wife of Late Anjan Kumar Dutta alias Anjan Dutta, **(2) SHRI ANIRBAN DUTTA**, PAN NO. AWEPD6549F, Voter I. Card No. CKW3127818, Son of Late Anjan Kumar Dutta alias Anjan Dutta, both are by Nationality – Indian, by Faith – Hindu, by Occupation – No. 1 – Housewife, No. 2 – Business, both are residing at 80/A, Harinath Sen Road, Dakshinpara, P.O. & P.S. Barasat, Kolkata – 700124, District North 24 Parganas, hereinafter called and referred to as the **LAND OWNERS** (which terms or expressions 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 **ONE PART.**

The Land Owners herein is hereby represented by their constituted attorney **ARCHANA VIVEK ASSOCIATE**, PAN NO. ABTFA3828N, a Partnership Firm, having its Registered office at Kalibari Road, Noapara, P.O. & P.S. Barasat, Kolkata – 700 124, District - North 24 Parganas, Represented by its PARTNERS **(1) SMT. ARCHANA PAL**, PAN NO. AFWPP1875M, Aadhaar No. 262779977787, Voter I. Card No. CKW4714457, Wife of Shri Chandra Sekhar Pal, residing at Kalibari Road, Noapara, P.O. & P.S. Barasat, Kolkata – 700 124, District - North 24 Parganas, **(2) SHRI VIVEK KUMAR DAS**, PAN NO. BXBPD9578B, Aadhaar No. 370562087224, Voter I. Card No. UWN2147262, Son of Shri Sanjib Das, residing at 1404, Aravli, B.T. Road, Sodepur, Opposite Sai Mandir, Godrej Prakriti, Sukhchar, P.S. Khardah, Kolkata – 700 115, Dist - North 24 Parganas, West Bengal, both are by Nationality – Indian, by Faith – Hindu, by Occupation – Business, by virtue of a Registered Development Power of Attorney being No. 152504098 dated 31/03/2023 which was registered at D.S.R.-III, North 24 Parganas, at Barasat and recorded the same in Book No. I, Volume No. 1525-2023, Pages from 105426 to 105454 for the year 2023.

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ARCHANA VIVEK ASSOCIATE, PAN NO. ABTFA3828N, a Partnership Firm, having its Registered office at Kalibari Road, Noapara, P.O. & P.S. Barasat, Kolkata – 700 124, District - North 24 Parganas, Represented by its PARTNERS **(1) SMT. ARCHANA PAL**, PAN NO. AFWPP1875M, Aadhaar No. 262779977787, Voter I. Card No. CKW4714457, Wife of Shri Chandra Sekhar Pal, residing at Kalibari Road, Noapara, P.O. & P.S. Barasat, Kolkata – 700 124, District - North 24 Parganas, **(2) SHRI VIVEK KUMAR DAS**, PAN NO. BXBPD9578B, Aadhaar No. 370562087224, Voter I. Card No. UWN2147262, Son of Shri Sanjib Das, residing at 1404, Aravli, B.T. Road, Sodepur, Opposite Sai Mandir, Godrej Prakriti, Sukhchar, P.S. Khardah, Kolkata – 700 115, Dist - North 24 Parganas, West Bengal, both are by Nationality – Indian, by Faith – Hindu, by Occupation – Business, hereinafter referred to and called as the **DEVELOPER** (which terms or expressions shall unless excluded by or repugnant to the context be deemed to mean and include its successors-in-office, as proprietor successors-in-interest legal representatives and assigns) of the **SECOND PART.**

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

WHEREAS one Shri Narendra Nath Dutta was the absolute Owner and peaceful possessor of ALL THAT a piece and parcel of land measuring 09 Decimals more or less along with other landed properties lying and situated at MOUZA – HRIDAYPUR, J.L. No. 41, Re.Su. No. 242, Touzi No.

146, Pargana – Anowarpur, comprised in Malik Khatian No. 1, in R.S. Khatian No. 127, in R.S. Dag No. 363, under P.S. Barasat, Dist – North 24 Parganas, and said Shri Narendra Nath Dutta while seized, possessed and enjoyed the aforesaid landed property, died intestate leaving behind him his five sons namely Shri Amiya Kumar Dutta, Shri Arun Kumar Dutta, Shri Ashok Kumar Dutta, Alope Kumar Dutta and Angshu Kumar Dutta as his only legal heirs and successors and after demise of said Narendra Nath Dutta, his aforesaid five sons as his only legal heirs and successors namely said Shri Amiya Kumar Dutta, Shri Arun Kumar Dutta, Shri Ashok Kumar Dutta, Alope Kumar Dutta and Angshu Kumar Dutta obtained the aforesaid landed property by way of inheritance under Hindu Succession Act left by said deceased Narendra Nath Dutta.

AND WHEREAS said Shri Amiya Kumar Dutta, Shri Arun Kumar Dutta, Shri Ashok Kumar Dutta, Alope Kumar Dutta and Angshu Kumar Dutta while seized, possessed and enjoyed the aforesaid landed property measuring 09 Decimals in R.S. Khatian No. 127 in R.S. Dag No. 363 along with other landed properties in other dag, they amicably partitioned the aforesaid landed property by metes and bounds by five plots being Plot Nos. “A”, “B”, “C”, “D” & “E” by virtue of a Registered Partition Deed being No. 7372 dated 18/08/1953, which was duly registered at S.R.O. Barasat and recorded in Book No. I, Volume No. 74, Pages from 118 to 131 for the year 1953 and by virtue of aforesaid Registered Partition Deed being No. 7372 for the year 1953, said Shri Arun Kumar Dutta obtained the landed property measuring 09 Decimals in Plot No. “C” along with other landed property in other dag.

AND WHEREAS said Shri Arun Kumar Dutta while seized, possessed and enjoyed the aforesaid landed property measuring 09 Decimals along with other landed property in other Dag, died intestate leaving behind his wife Smt. Bani Dutta, two daughters namely Smt. Sandhya Roy and Smt. Uma Basu and one son Shri Anjan Kumar Dutta alias Anjan Dutta as his only legal heirs and successors to inherit his aforesaid landed property and

after demise of said Arun Kumar Dutta, his aforesaid wife, two daughters and one son namely said Smt. Bani Dutta, Smt. Sandhya Roy, Smt. Uma Basu and Shri Anjan Kumar Dutta alias Anjan Dutta obtained the aforesaid landed property measuring 09 Decimals in Plot No. "C" in R.S. Khatian No. 127 in R.S. Dag No. 363 by way of inheritance under Hindu Succession Act left by said deceased Arun Kumar Dutta.

AND WHEREAS said Smt. Bani Dutta, Smt. Sandhya Roy, Smt. Uma Basu and Shri Anjan Kumar Dutta alias Anjan Dutta while seized, possessed and enjoyed their aforesaid landed property measuring 09 Decimals in Plot No. "C" by undivided 1/4th share each, mutated and recorded their names before the local B.L. & L.R.R.O. in L.R. Records of Rights.

AND WHEREAS said Smt. Bani Dutta while seized, possessed and enjoyer her said undivided 1/4th share of land measuring 02.25 Decimals in L.R. Khatian No. 1343 in R.S. Dag No. 363 in L.R. Dag No. 851/1412, sold, transferred and conveyed the said land unto and in favour of her son said Shri Anjan Kumar Dutta alias Anjan Dutta by virtue of a Registered Deed of Sale being No. 4438 dated 21/05/1993 which was duly registered at A.D.S.R.O. Barasat and recorded the same in Book No. I, Volume No. 76, Pages from 46 to 50 for the year 1993.

AND WHEREAS said Smt. Uma Basu while seized, possessed and enjoyer her said undivided 1/4th share of land measuring 02.25 Decimals in L.R. Khatian No. 225 in R.S. Dag No. 363 in L.R. Dag No. 851/1412, sold, transferred and conveyed the said land unto and in favour of her brother said Shri Anjan Kumar Dutta alias Anjan Dutta by virtue of a Registered Deed of Sale being No. 4439 dated 21/05/1993 which was duly registered at A.D.S.R.O. Barasat and recorded the same in Book No. I, Volume No. 76, Pages from 51 to 55 for the year 1993.

AND WHEREAS said Smt. Sandhya Roy while seized, possessed and enjoyer her said undivided 1/4th share of land measuring 02.25 Decimals in L.R. Khatian No. 1604 in R.S. Dag No. 363 in L.R. Dag No. 851/1412,

sold, transferred and conveyed the said land unto and in favour of her brother said Shri Anjan Kumar Dutta alias Anjan Dutta by virtue of a Registered Deed of Sale being No. 4440 dated 21/05/1993 which was duly registered at A.D.S.R.O. Barasat and recorded the same in Book No. I, Volume No. 76, Pages from 56 to 60 for the year 1993.

AND WHEREAS by virtue of aforesaid three separate Registered Deeds of Sale being Nos. 4438, 4439 & 4440, all dated 21/05/1993 and by virtue of inheritance said Shri Anjan Kumar Dutta alias Anjan Dutta became the absolute Owner of the said land measuring 09 Decimals in Plot No. "C" in R.S. Dag No. 363 in L.R. Dag No. 851/1412 and seized, possessed and enjoyed the same as a rightful owner.

AND WHEREAS said Shri Anjan Kumar Dutta alias Anjan Dutta, Smt. Bani Dutta, Smt. Sandhya Roy and Smt. Uma Basu were the joint owners of the land measuring 02 Cottahs 11 Chittacks 27 Sq.ft. lying and situated at MOUZA - HRIDAYPUR, J.L. No. 41, Re.Su. No. 242, Touzi No. 146, Pargana - Anowarpur, comprised in R.S. Dag No. 364, under P.S. Barasat, Dist - North 24 Parganas, and while they seized, possessed and enjoyed the aforesaid landed property, sold, transferred and conveyed the said land unto and in favour of one Shri Manoj Kumar Ghosh by virtue of a Registered Deed of Sale being No. 6033 dated 10/07/1989 which was duly registered at S.R.O. Barasat and recorded the same in Book No. I, Volume No. 92, Pages from 249 to 258 for the year 1989 but in the said Registered Deed of Sale being No. 6033 for the year 1989, Dag No. 363 was wrongly mentioned instead of Dag No. 364.

AND WHEREAS said Shri Manoj Kumar Ghosh while seized, possessed and enjoyed the aforesaid landed property 02 Cottahs 11 Chittacks 27 Sq.ft., sold, transferred and conveyed the land measuring 01 Cottah 04 Chittacks 40 Sq.ft. unto and in favour of Shri Kalachand Bhowmick by virtue of a Registered Sale Deed dated 13/02/1992 and said Manoj Kumar

Ghosh sold and transferred the rest portion of land measuring 01 Cottah 04 Chittacks 20 Sq.ft. unto and in favour of Shri Ashim Kumar Pal.

AND WHEREAS said Shri Kalachand Bhowmick while seized, possessed and enjoyed the aforesaid landed property measuring 01 Cottah 04 Chittacks 40 Sq.ft., sold, transferred and conveyed the said land unto and in favour of Smt. Manisha Sarkar by virtue of a Registered Sale Deed dated 20/06/1997 and thereafter said Smt. Manisha Sarkar sold, transferred and conveyed the said land measuring 01 Cottah 04 Chittacks 40 Sq.ft. unto and in favour of Shri Arpan Mukherjee by virtue of a Registered Sale Deed dated 10/12/2007.

AND WHEREAS said Shri Ashim Kumar Pal while seized, possessed and enjoyed the aforesaid landed property measuring 01 Cottah 04 Chittacks 20 Sq.ft., sold, transferred and conveyed the said land unto and in favour of Smt. Krishna Das by virtue of a Registered Sale Deed being No. 3891 dated 12/10/1998.

AND WHEREAS in the aforesaid Registered Sale Deeds of said Shri Manoj Kumar Ghosh, Kalachand Bhowmick, Smt. Manisha Sarkar, Shri Arpan Mukherjee, Shri Ashim Kumar Pal and Smt. Krishna Das, the Dag Number wrongly mentioned as 363 instead of Dag No. 364 and accordingly said Shri Anjan Kumar Dutta alias Anjan Dutta Filed a Title Suit being No. T.S.-704/2019 before the Ld. Civil Judge (Jr. Division) at Barasat and accordingly Ld. Civil Judge (Jr. Division) at Barasat passed a final decree of order dated 08/03/2021 in favour said Shri Anjan Kumar Dutta alias Anjan Dutta and obtained the said land measuring 02 Cottahs 11 Chittacks 27 Sq.ft. in Dag No. 363.

AND WHEREAS by virtue of aforesaid three separate Registered Deeds of Sale being Nos. 4438, 4439 & 4440, all dated 21/05/1993 and by virtue of inheritance and by virtue of aforesaid decree / order dated 08/03/2021 said Shri Anjan Kumar Dutta alias Anjan Dutta became the absolute Owner of the said land measuring 09 Decimals in Plot No. "C" in R.S. Dag

No. 363 in L.R. Dag No. 851/1412 and he mutated and recorded his name before the local B.L. & L.R.O. in L.R. Khatian No. 28 in L.R. Dag No. 851/1412 and also mutated and recorded his name before the local Barasat Municipality under Holding No. 80/A, Harinath Sen Road, in Ward No. 30 and seized, possessed and enjoyed the same as a rightful owner and seized, possessed and enjoyed the same and paid respective rents and taxes to the proper authority concern and the Land Owner herein has every right, title, interest and in physical possession over the said property which is free from all encumbrances and good marketable title.

AND WHEREAS said Anjan Kumar Dutta alias Anjan Dutta (now deceased) become the absolute Owner of the said land measuring **09 Decimals** be the same a little more or less **in scheme Plan Plot No. "C"** lying and situated under **MOUZA – HRIDAYPUR**, J.L. No. 41, Re.Su. No. 242, Touzi No. 146, Pargana – Anowarpur, comprised in Malik Khatian No. 1, in R.S. Khatian No. 127, corresponding to **L.R. Khatian No. 28**, in R.S. Dag No. 363, corresponding to **L.R. Dag No. 851/1412**, within the local limits of Barasat Municipality, being **Holding No. 80/A, Harinath Sen Road, in Ward No. 30**, under P.S. & A.D.S.R.O. Barasat, Kolkata – 700124, Dist – North 24 Parganas, which is more fully and particularly described in the **FIRST SCHEDULE** herein below by virtue of aforesaid three separate Registered Deeds of Sale being Nos. 4438, 4439 & 4440, all dated 21/05/1993 and by virtue of inheritance and by virtue of aforesaid decree / order dated 08/03/2021 and seized, possessed and enjoyed the same and paid respective rents and taxes to the proper authority concern and the Land Owner herein has every right, title, interest and in physical possession over the said property which is free from all encumbrances and good marketable title.

AND WHEREAS said Anjan Kumar Dutta alias Anjan Dutta (now deceased) for better use and enjoyment of their said plot of land more fully described in the **FIRST SCHEDULE** hereunder written have decided to

construct a multi-storied building over the said plot of land and said Anjan Kumar Dutta alias Anjan Dutta (now deceased) having no experience, resources and manpower to implement the said development as he desire and accordingly he has decided to engage a Developer who has enough experience regarding the Development works.

AND WHEREAS said Anjan Kumar Dutta alias Anjan Dutta (now deceased) with a view to construct a Multi-Storied Building over the said plot of land, had entered into a Registered Development Agreement being No. 152503609 dated 23/02/2022 which was duly registered at D.S.R.-III, North 24 Parganas, at Barasat and recorded the same in Book No. I, Volume No. 1525-2022, Pages from 133061 to 133106 for the year 2022 over the said plot of land with **ARCHANA VIVEK ASSOCIATE**, PAN NO. ABTFA3828N, a Partnership Firm, having its Registered office at Kalibari Road, Noapara, P.O. & P.S. Barasat, Kolkata – 700 124, District - North 24 Parganas, Represented by its PARTNERS **(1) SMT. ARCHANA PAL**, PAN NO. AFWPP1875M, Aadhaar No. 262779977787, Voter I. Card No. CKW4714457, Wife of Shri Chandra Sekhar Pal, residing at Kalibari Road, Noapara, P.O. & P.S. Barasat, Kolkata – 700 124, District - North 24 Parganas, **(2) SHRI VIVEK KUMAR DAS**, PAN NO. BXBPD9578B, Aadhaar No. 370562087224, Voter I. Card No. UWN2147262, Son of Shri Sanjib Das, residing at 1404, Aravli, B.T. Road, Sodepur, Opposite Sai Mandir, Godrej Prakriti, Sukhchar, P.S. Khardah, Kolkata – 700 115, Dist - North 24 Parganas, West Bengal, both are by Nationality – Indian, by Faith – Hindu, by Occupation – Business, West Bengal, the **DEVELOPER** herein of the **SECOND PART** under certain terms and conditions mentioned therein.

AND WHEREAS said **ARCHANA VIVEK ASSOCIATE**, a Partnership Firm, having its Registered office at Kalibari Road, Noapara, P.O. & P.S. Barasat, Kolkata – 700 124, District - North 24 Parganas, Represented by its PARTNERS **(1) SMT. ARCHANA PAL**, Wife of Shri Chandra Sekhar Pal, **(2) SHRI VIVEK KUMAR DAS**, Son of Shri Sanjib Das, the Developer herein in pursuant to the said Registered Development Agreement dated

23/02/2022 have been empowered from the said Anjan Kumar Dutta alias Anjan Dutta by a Registered Development Power of Attorney being No. 152503691 dated 24/02/2022 which was registered at D.S.R.-III, North 24 Parganas, at Barasat and recorded the same in Book No. I, Volume No. 1525-2022, Pages from 114108 to 114138 for the year 2022 to enter into any agreement for sale of all Flats / Garages / Car Parking Spaces / Shops of the said building with the intending Purchaser/s itself as Developer's allocation as mentioned in the said Development Agreement dated 23/02/2022 and to receive money from them towards consideration of the said Flats / Garages / Car Parking Spaces / Shops including the consideration for the proportionate share or interest of the land and to construct the entire building comprising of the Flats / Garages / Car Parking Spaces / Shops allotted to the Land Owners as well as the Flats / Garages / Car Parking Spaces / Shops allotted to the developers and the common areas and facilities to be provided in the said building.

AND WHEREAS it has been granted upon as contained in the said indenture of agreement that the Developer shall allot the Flats / Garages / Car Parking Spaces / Shops for the buyers out of the Developer's share to enter into possession of their respective Flats / Garages / Car Parking Spaces / Shops on Ownership basis who shall be entitled to reside / enjoy the said Flats / Garages / Car Parking Spaces / Shops with all rights of easement over the common areas and facilities as in irrevocable licensee and the Land Owners herein shall not in any way cause any disturbances and or create any obstruction to their peaceful occupation and user thereof.

AND WHEREAS the Developer has prepared a building plan for construction of the said proposed multi-storied (G+3) building known as **BANI APARTMENT** over the said plot of land and obtained the sanctioned building plan from Barasat Municipality and started the construction work of the said multi-storied building.

AND WHEREAS during the time of construction said Anjan Kumar Dutta alias Anjan Dutta died intestate on 01/01/2023 leaving behind his wife namely Smt. Krishna Dutta and only son namely Shri Anirban Dutta as his only legal heirs and successors to inherit his aforesaid property and after demise of said Anjan Kumar Dutta alias Anjan Dutta his said Wife and son namely said **SMT. KRISHNA DUTTA, THE LAND OWNER NO. 1 HEREIN, SHRI ANIRBAN DUTTA, THE LAND OWNER NO. 2 herein** obtained the aforesaid **FIRST SCHEDULE** mentioned property by way of inheritance under Hindu Succession Act left by said deceased Anjan Kumar Dutta alias Anjan Dutta.

AND WHEREAS as said Anjan Kumar Dutta alias Anjan Dutta died intestate accordingly said Registered Development Agreement being No. 152503609 dated 23/02/2022 and Registered Development Power of Attorney being No. 152503691 dated 24/02/2022 are inactive and not in force according to the land of the land and accordingly said **SMT. KRISHNA DUTTA AND SHRI ANIRBAN DUTTA, THE LAND OWNERS HEREIN** with a view to continue the construction work and to complete the said Multi-Storied Building named as **BANI APARTMENT** executed and registered a Supplementary Development Agreement being No. 152503848 dated 28/03/2023 which was duly registered at D.S.R.-III, North 24 Parganas and recorded the same in Book No. I, Volume No. 1525-2023, Pages from 98665 to 98689 for the year 2023 with said **ARCHANA VIVEK ASSOCIATE**, PAN NO. ABTFA3828N, a Partnership Firm, having its Registered office at Kalibari Road, Noapara, P.O. & P.S. Barasat, Kolkata - 700 124, District - North 24 Parganas, Represented by its PARTNERS **(1) SMT. ARCHANA PAL**, PAN NO. AFWPP1875M, Aadhaar No. 262779977787, Voter I. Card No. CKW4714457, Wife of Shri Chandra Sekhar Pal, residing at Kalibari Road, Noapara, P.O. & P.S. Barasat, Kolkata - 700 124, District - North 24 Parganas, **(2) SHRI VIVEK KUMAR DAS**, PAN NO. BXBPD9578B, Aadhaar No. 370562087224, Voter I. Card No. UWN2147262, Son of Shri Sanjib Das, residing at 1404, Aravli, B.T. Road, Sodepur, Opposite Sai Mandir, Godrej Prakriti, Sukhchar, P.S.

Khardah, Kolkata – 700 115, Dist - North 24 Parganas, West Bengal, both are by Nationality – Indian, by Faith – Hindu, by Occupation – Business, West Bengal, the **DEVELOPER** herein of the **SECOND PART herein**.

AND WHEREAS said **ARCHANA VIVEK ASSOCIATE**, a Partnership Firm, having its Registered office at Kalibari Road, Noapara, P.O. & P.S. Barasat, Kolkata – 700 124, District - North 24 Parganas, Represented by its PARTNERS **(1) SMT. ARCHANA PAL**, Wife of Shri Chandra Sekhar Pal, **(2) SHRI VIVEK KUMAR DAS**, Son of Shri Sanjib Das, the Developer herein in pursuant to the said Registered Supplementary Development Agreement dated 28/03/2023 have been empowered from the said **SMT. KRISHNA DUTTA AND SHRI ANIRBAN DUTTA, THE LAND OWNERS HEREIN** by a Registered Development Power of Attorney being No. 152504098 dated 31/03/2023 which was registered at D.S.R.-III, North 24 Parganas, at Barasat and recorded the same in Book No. I, Volume No. 1525-2023, Pages from 105426 to 105454 for the year 2023 to enter into any agreement for sale of all Flats / Garages / Car Parking Spaces / Shops of the said building with the intending Purchaser/s itself as Developer's allocation as mentioned in the said Registered Development Agreement dated 23/02/2022 and Registered Supplementary Development Agreement dated 28/03/2023 and to receive money from them towards consideration of the said Flats / Garages / Car Parking Spaces / Shops including the consideration for the proportionate share or interest of the land and to construct the entire building comprising of the Flats / Garages / Car Parking Spaces / Shops allotted to the Land Owners as well as the Flats / Garages / Car Parking Spaces / Shops allotted to the developers and the common areas and facilities to be provided in the said building.

AND WHEREAS the Developer has decided to sale the Flats for residential purpose and Covered Garage for Car Parking purpose on Ownership basis from its Developer's Allocation and accordingly the Developer have decided to sell one **FLAT being No. _____** on the **_____ FLOOR** at

_____ **SIDE**, measuring _____ **Sq.ft. Carpet Area i.e.**
 _____ **Sq.ft.** super built up area more or less (Covered Area +
 Proportionate area of stair, lift, corridor + 20% Service Area) consisting of
 _____ (_____) Bedrooms, 01 (One) Dining, 01 (One) Drawing, 01 (One)
 Kitchen, 02 (Two) Toilets and 01 (One) Balcony of the said multi-storied
 (G+3) building known as **BANI APARTMENT** for residential purpose lying
 and situated at Holding No. 80/A, Harinath Sen Road, in Ward No. 30,
 under P.S. & A.D.S.R.O. Barasat, Kolkata - 700124, Dist - North 24
 Parganas, hereinafter referred to as "**the said FLAT**", which is more fully
 and particularly described in the **SECOND SCHEDULE** herein below
TOGETHER WITH undivided proportionate impartible share of land
 which is more fully and particularly described in the **FIRST SCHEDULE**
 herein below **TOGETHER WITH** right to use the common areas, common
 service and facilities, amenities and common expenses and common user
 of the said building with proportionate share of stair, staircase, lobby, lift,
 lift room, septic tank, pump, pump room, water reservoir, top roof of the
 said Multi-Storied building and common easement rights, which is more
 fully and particularly described in **THIRD SCHEDULE, FOURTH**
SCHEDULE and FIFTH SCHEDULE herein below as and when it is
 completed at a consideration price of **Rs.** _____/- (**Rupees**
 _____) **only per Sq.ft. i.e.** at a total consideration
 price of **Rs.** _____/- (**Rupees** _____)
 _____) **only for the said Flat.**

AND WHEREAS the Purchaser/s, herein being in need of his / her / their
 residential purpose in the said locality and being satisfied herself / himself
 / themselves with the right, title and interest of the Vendors herein and
 the sanctioned building plan and specification of the said Flat have agreed
 to purchase the aforesaid **FLAT being No.** _____ on the _____
FLOOR at _____ **SIDE**, measuring _____ **Sq.ft. Carpet**
Area i.e. _____ **Sq.ft.** super built up area more or less (Covered
 Area + Proportionate area of stair, lift, corridor + 20% Service Area)
 consisting of _____ (_____) Bedrooms, 01 (One) Dining, 01 (One)

Drawing, 01 (One) Kitchen, 02 (Two) Toilets and 01 (One) Balcony of the said multi-storied (G+3) building known as **BANI APARTMENT** for residential purpose lying and situated at Holding No. 80/A, Harinath Sen Road, in Ward No. 30, under P.S. & A.D.S.R.O. Barasat, Kolkata - 700124, Dist - North 24 Parganas, hereinafter referred to as "**the said FLAT**", which is more fully and particularly described in the **SECOND SCHEDULE** herein below **TOGETHER WITH** undivided proportionate share of land measuring **09 Decimals** be the same a little more or less in **scheme Plan Plot No. "C"** together with a Multi-Storied (G+3) Building known as **BANI APARTMENT** lying and situated under **MOUZA - HRIDAYPUR**, J.L. No. 41, Re.Su. No. 242, Touzi No. 146, Pargana - Anowarpur, comprised in Malik Khatian No. 1, in R.S. Khatian No. 127, corresponding to **L.R. Khatian No. 28**, in R.S. Dag No. 363, corresponding to **L.R. Dag No. 851/1412**, within the local limits of Barasat Municipality, being **Holding No. 80/A, Harinath Sen Road, in Ward No. 30**, under P.S. & A.D.S.R.O. Barasat, Kolkata - 700124, Dist - North 24 Parganas, which is more fully and particularly described in the **FIRST SCHEDULE** herein below **TOGETHER WITH** right to use the common areas, common service and facilities, amenities and common expenses and common user of the said building with proportionate share of stair, staircase, lift, lift room, lobby, septic tank, pump, pump room, water reservoir, top roof of the building with other owners or occupiers of the other flats **AND** all estate, right, title, interest, property claim and demand whatsoever and however of the said Flat free from all encumbrances, charges, liens lispendences whatsoever, except, the right of demolition or committing waste to have and to hold the properties hereby conveyed to the Purchaser/s absolutely and forever, which is more fully and particularly described in the **THIRD SCHEDULE, FOURTH SCHEDULE, and FIFTH SCHEDULE** mentioned herein in habitable condition in the said Apartment as per rules and regulations of W.B. Apartment Ownership Act, 1972 at the said total consideration price of **Rs. _____/- (Rupees _____)**

_____) only for the said Flat and accordingly an agreement for sale has been executed by and between the parties herein.

AND WHEREAS the Developer Party herein has completed the said multi-storied (G+3) building known as **BANI APARTMENT** in all respect according to the said Building Sanctioned Plan for onward sale of the same and had been looking for intending buyers in respect of the allocated area of the Developers.

AND WHEREAS after completion of the said Multi-Storied Building, the present Land Owners / Vendors as well as the Developer have got good, clear and marketable title over the land and building and the said land and building is free from all encumbrances, liens, charges and attachments whatsoever.

AND WHEREAS the Vendors and Developer herein hereby confirmed the sale of the said Flat with undivided proportionate share of the said land together with right to use the common facilities of the said building in favour of the Purchaser/s herein at the same consideration price of **Rs. _____/- (Rupees _____)** only.

NOW THIS DEED WITNESSETH that in pursuance of the said Agreement for Sale and in consideration of the said sum of **Rs. _____/- (Rupees _____)** only, of lawful money of the Union of India well and truly paid by the Purchaser/s to the Vendors / Developer at or before the execution of these presents (the receipt whereof the Vendors and Developer do hereby as also by the receipt hereunder written admit and acknowledge the same) the Vendors and Developer do hereby absolutely and indefeasible grant, sell, convey, transfer, assign and assure and confirm unto the Purchaser/s **ALL THAT** the said **FLAT being No. _____** on the _____ **FLOOR** at _____ **SIDE**, measuring _____

Sq.ft. Carpet Area i.e. _____ **Sq.ft.** super built up area more or less (Covered Area + Proportionate area of stair, lift, corridor + 20% Service Area) consisting of _____ (_____) Bedrooms, 01 (One) Dining, 01 (One) Drawing, 01 (One) Kitchen, 02 (Two) Toilets and 01 (One) Balcony of the said multi-storied (G+3) building known as **BANI APARTMENT** for residential purpose lying and situated at Holding No. 80/A, Harinath Sen Road, in Ward No. 30, under P.S. & A.D.S.R.O. Barasat, Kolkata – 700124, Dist – North 24 Parganas, hereinafter referred to as “**the said FLAT**”, which is more fully and particularly described in the **SECOND SCHEDULE** herein below **TOGETHER WITH** the undivided proportionate and impartible share or interest of the said land morefully described in the **FIRST SCHEDULE** hereunder written **TOGETHER WITH** the exclusively right to own use and enjoyment of the covered open space of a Flat in or portion of the building described in the **SECOND SCHEDULE** hereto **AND TOGETHER WITH** the right to use and enjoy the common portions in common with the co-owners of the building **AND ALL** the estate right, title, interest property claim and demand whatsoever of the Vendors and Developer into out of or upon the said Flat and the undivided share in the said land all other benefits and rights herein comprised and hereby granted, sold, conveyed, transferred, assigned and assured or expressed or intended so to be and every part or parts thereof respectively **TOGETHER WITH** their every right liberties and appurtenances whatsoever to and unto the Purchaser/s free from all encumbrances, trusts, charges, liens and attachments whatsoever (save only those as are expressly mentioned herein) **AND TOGETHER WITH** all easement or quasi-easements and other stipulations and provisions in connection with the beneficial use and enjoyment of the said Flat together with undivided share in the said land including those which are more particularly mentioned in the **FIFTH SCHEDULE** hereto in common with the other co-owners of the building **TO HAVE AND TO HOLD** the said Flat together with undivided share in the said land and all other benefits privileges and rights hereby granted, sold, conveyed, transferred, assigned and assured

and every part or parts thereof absolutely and forever **AND ALSO SUBJECT TO** the Purchasers' paying and discharging all taxes and impositions on the said Flat wholly and the common expenses proportionately and all other outgoings in connection with the said Flat wholly and the said building and the said land in particularly the common portions proportionately.

THE VENDORS / DEVELOPER DOTH HEREBY COVENANT WITH THE PURCHASER/S AS FOLLOWS :--

- (i) The interest which the Vendors and Developer do hereby profess to transfer subsists and that the Vendors /Developer have full power and absolute authority to grant, convey, transfer, assign and assure the said Flat unto the Purchaser/s with undivided proportionate share of the said land and the properties appurtenant thereto in the manner aforesaid.
- (ii) That notwithstanding any act deed matter or thing by the Vendors and/or Developer or by any of their ancestors or predecessors-in-title done executed or knowingly suffered or permitted or suffered the contrary, Vendors are lawfully and absolutely seized and possessed of or otherwise well and sufficiently entitled to the said flat and/or the premises together with the said sanctioned plan hereby sold, granted, conveyed, transferred, assigned and assured or expressed so to be and every part thereof for a perfect and indefeasible estate or inheritance thereof without any manner or conditions, use, trust or other thing whatsoever alter defect encumber or make void the same **AND THAT NOTWITHSTANDING** any such act, deed, matter or thing whatsoever as aforesaid the Vendors have now good right full power and lawful and absolute Authority to sell, grant, convey, transfer, assign and assure the said Flat hereby sold, granted, conveyed, transferred, assigned and assured or expressed so to be unto and to the use of the Purchaser/s

and every part or parts thereof absolutely and forever **AND ALSO SUBJECT TO** the Purchasers' paying and discharging all taxes and impositions on the said Flat wholly and the common expenses proportionately and all other outgoings in connection with the said Flat wholly and the said building and the said land in particularly the common portions proportionately.

THE VENDORS / DEVELOPER DOTH HEREBY COVENANT WITH THE PURCHASER/S AS FOLLOWS :--

- (i) The interest which the Vendors and Developer do hereby profess to transfer subsists and that the Vendors /Developer have full power and absolute authority to grant, convey, transfer, assign and assure the said Flat unto the Purchaser/s with undivided proportionate share of the said land and the properties appurtenant thereto in the manner aforesaid.
- (ii) That notwithstanding any act deed matter or thing by the Vendors and/or Developer or by any of their ancestors or predecessors-in-title done executed or knowingly suffered or permitted or suffered the contrary, Vendors are lawfully and absolutely seized and possessed of or otherwise well and sufficiently entitled to the said flat and/or the premises together with the said sanctioned plan hereby sold, granted, conveyed, transferred, assigned and assured or expressed so to be and every part thereof for a perfect and indefeasible estate or inheritance thereof without any manner or conditions, use, trust or other thing whatsoever alter defect encumber or make void the same **AND THAT NOTWITHSTANDING** any such act, deed, matter or thing whatsoever as aforesaid the Vendors have now good right full power and lawful and absolute Authority to sell, grant, convey, transfer, assign and assure the said Flat hereby sold, granted, conveyed, transferred, assigned and assured or expressed so to be unto and to the use of the Purchaser/s

absolutely in the manner aforesaid free from all encumbrances and liabilities whatsoever.

- (iii) That notwithstanding any act, deed or thing whatsoever hereto before done committed or knowingly suffered by the Vendors to the contrary the Vendors have good right full power absolute authority and indefeasible title and/or otherwise well and sufficiently entitled to sell, grant, transfer, convey, assign and assure the said Flat unto the Purchaser/s in the manner aforesaid.
- (iv) It shall be lawful for the Purchaser/s from time to time and at all times hereinafter to enter into and upon hold and enjoy the said Flat as owner thereof and the properties appurtenant thereto and to receive rents, issues and profits thereto without any interruption, disturbance, claim or demand whatsoever from or by the Vendors and Developer or any person/persons claiming through under or in trust from the Vendors and Developers and the said Flat free from all encumbrances, trusts, liens and attachments.
- (v) The Vendors and Developer shall from time to time and at all times hereinafter upon every reasonably request and at the cost of the Purchaser/s make do acknowledge, execute and perform all such further and/or other lawful and reasonable acts, deeds, matters and things whatsoever for further betterment or more perfectly assuring the said Flat and the properties appurtenant thereto unto the Purchaser/s in the manner aforesaid.
- (vi) The Purchaser/s shall have unfettered right to mutate his / her / their names in the office records of the Barasat Municipality and or any other offices concerned and also get his ./ her / their said Scheduled Flat separately assessed as a separate unit in the records of the Barasat Municipality or in the records of any other statutory, non-statutory or local body or bodies and the Vendors and Developer herein shall extend all help in this regard by signing any applications, papers deeds and document if required for the same

and supply such papers and documents to the Purchaser/s as per his / her / their requirement.

- (vii) The Purchaser/s shall have also unfettered right to sell, gift, mortgage, lease, transfer, assign and or alienate the said Schedule Flat along with undivided proportionate share of the land and right of common spaces / parts / portions / amenities / conveniences hereby acquired as described in the **FIRST, SECOND, THIRD AND FOURTH SCHEDULE** hereunder in such manner whatsoever at his / her / their absolute discretion to any person or persons without reference to the Vendors and Developer or any other occupier or occupiers subject to the obligations and or covenants as considered in this instrument.
- (viii) The common portion / parts / amenities / conveniences, general or restricted shall remain undivided and that no owner shall bring any action for partition or division thereon forever.
- (ix) The Vendors hereby declare that the above mentioned building / flat / Car Parking Space / Shop / Garage has been constructed following all provisions / rules of West Bengal Apartment Ownership Act, 1972 subject to all subsequent amendments there to and rules made there under and sold, conveyed assured and assigned accordingly and be submitted the flats U/S. 10 of the said Act / Rules

IT IS HEREBY AGREED AND DECLARED BY AND BETWEEN THE PARTIES HEREUNDER AS FOLLOWS :--

- i) That the Purchaser/s shall not be entitled to put any obstruction or cause any nuisance or annoyance in common areas and/or in front of main gate wherein the Purchaser/s have right to use the same as common facilities jointly with other owners and/or occupiers.
- ii) That the Purchaser/s shall pay all such proportionate taxes, charges, levies, other maintenance costs and all other common expenses of common areas jointly with other owners more fully and

particularly described in the **THIRD SCHEDULE, FOURTH SCHEDULE and FIFTH SCHEDULE** hereunder written.

- iii) That the right of the Purchaser/s shall remain restricted to the said flat undivided proportionate share of the land and properties appurtenant thereto and the open spaces, side spaces and back spaces in the said premises and common spaces / parts / portions / amenities / conveniences as described in the first, third, fourth and fifth schedule hereunder.
- iv) The said flat shall always be used by the Purchaser/s only for the purpose of residence.
- v) That the Purchaser/s is / are hereby agreed and undertake to join as the member of the Association/Society of Flat Owners if and when formed by the Flat Owners of the building and also from time to time sign and execute the applications, form and other papers for and in respect of the formation of Association and to maintained the roles and bye-laws of the said Association.
- vi) That so long the Association/ Society do not take up the management for the common-user maintenance, common user electrification charges and all other maintenance of building, the owners are jointly to manage the same proportionately.
- vii) That by virtue of the Deed of Conveyance the Purchaser/s shall mutate his / her / their names in respect of the said Flat mentioned in the **SECOND SCHEDULE** herein below as owner and to pay the taxes and others cost in the office of the local Barasat Municipality or any other Authority.
- viii) That the Purchaser/s shall not demolish the said Flat or any part thereof but he / she / they can renovate the said Flat in inner side without any disturbance to other flat owners.
- ix) The Purchaser/s herein shall not keep/store any inflammable or combustible articles or chemicals or any offensive articles in the said Flat save and except cooking gas/fuel (only for cooking purposes)

and not to install or affix any name plate, board or letter box at any place other than the place specified by the Developer or Owner's Association of the said building.

- x) That the Purchaser/s shall use the said Flat for her residential purposes and in case the Purchaser/s shall at any time hereinafter transfer, sell and or alienate the said Flat in any way whatsoever, the transferees from such transfer be bound to have the same right, title and interest as the Purchaser/s have herein.
- xi) That the common areas and facilities shall remain undivided, the Purchaser/s or other Flat Owners have no right to make any obstructions or partition thereon. Outside colour and elevation of the building will always be same.
- xii) That the Purchaser/s shall pay all such proportionate maintenance cost of common facilities including the taxes, charges and all other required amount to the local Barasat Municipality or any local or other Authority in respect of their Flat and the Vendors are not responsible for the same.
- xiii) That the Purchaser/s to keep the internal portion of the said flat and every part thereof in good condition so as the support and protect other supporting parts of the building.
- xiv) That the Purchaser/s not to make any addition or alterations in structural work of the said flat and car parking space except with the prior approval and sanction of the Barasat or appropriate authority.
- xv) That the Purchaser/s not to use stove or chulas in the common portions and/or allow smoke to spread and go in common areas.
- xvi) That the Purchaser/s not to do any act, good or thing whereby the Vendors are prevented from selling, assigning or disposing off any other portion or portions of which the Vendors are the only absolute owners, in the said building.

- xvii) To use in common with other occupiers and owners of other flats of the building, the common areas and facilities as described in the Third Schedule hereinafter written.

THE FIRST SCHEDULE ABOVE REFERRED TO

(THE TOTAL LAND WITH BUILDING)

ALL THAT a piece and parcel of land measuring **09 Decimals** be the same a little more or less **in scheme Plan Plot No. "C" TOGETHER WITH** a Multi-Storied Building constructed thereon known as **BANI APARTMENT** lying and situated under **MOUZA - HRIDAYPUR**, J.L. No. 41, Re.Su. No. 242, Touzi No. 146, Pargana - Anowarpur, comprised in Malik Khatian No. 1, in R.S. Khatian No. 127, corresponding to **L.R. Khatian No. 28**, in R.S. Dag No. 363, corresponding to **L.R. Dag No. 851/1412**, within the local limits of Barasat Municipality, being **Holding No. 80/A, Harinath Sen Road, in Ward No. 30**, under P.S. & A.D.S.R.O. Barasat, Kolkata - 700124, Dist - North 24 Parganas, which is butted and bounded by as follows :-

ON THE NORTH :- 16' FT. Wide Harinath Sen Road;

ON THE SOUTH :- Shri Amitava Dutta;

ON THE EAST :- 16' ft, Wide Harinath Sen Road;

ON THE WEST :- 8' ft. Wide Road.

THE SECOND SCHEDULE ABOVE REFERRED TO

(THE FLAT HEREBY SOLD OUT)

ALL THAT one self-contained residential Floor Tiles Finished **FLAT** being **No. _____** on the _____ **FLOOR** at _____ **SIDE**, measuring _____ **Sq.ft. Carpet Area i.e. _____ Sq.ft.** super built up area more or less (Covered Area + Proportionate area of stair, lift, corridor + 20% Service Area) consisting of _____ (_____) Bedrooms, 01 (One) Dining, 01 (One) Drawing, 01 (One) Kitchen, 02 (Two) Toilets and 01 (One) Balcony of the said multi-storied (G+3) building known as **BANI APARTMENT** for residential purpose lying and situated at Holding No. 80/A, Harinath Sen Road, in Ward No. 30, under P.S. & A.D.S.R.O.

Barasat, Kolkata – 700124, Dist – North 24 Parganas, hereinafter referred to as the **“said FLAT” TOGETHER WITH** undivided and impartible proportionate share of land on which the structure of the building is erected, morefully described in the **FIRST SCHEDULE** hereinabove along with right to use and enjoy the common areas and facilities, utilities and amenities and common expenses as is more particularly described in the **THIRD & FOURTH SCHEDULE and FIFTH SCHEDULE** referred hereunder available under the provisions of the **WEST BENGAL APARTMENT OWNERSHIP ACT, 1972**. The relevant Map or Plan of the said flat is annexed hereto and thereon coloured RED which is the part of this Deed. which is butted and bounded as follows :-

ON THE NORTH :-

ON THE SOUTH :-

ON THE EAST :-

ON THE WEST :-

THIRD SCHEDULE ABOVE REFERRED TO

(Common portions areas and facilities includes)

1. The entire land or space lying vacant within the said premises as described in the First Schedule hereinbefore written and Roof of the floor (top floor) of the building.
2. The space within the building constructed on land of the said premises as mentioned in the First Schedule entrance thereto staircase, lift, lift room, landings, pump installations spaces, if any.
3. The foundation, columns, girders, beams, supports, main walls, the main gate of the premises and the passage leading to the building and the staircase.
4. The installation of common service such as the drainage system, water supply arrangements in the premises and the electric connection and other civil amenities, if any to the premises.

5. Overhead water tank constructed on the portion of the building, pump, motor, pipes, rain water pipes, sewerage and all apparatus and installation in the premises for common use.
6. Septic tanks, soak pits and sewerage lines thereto connected.
7. 24 Hours supply of water from Overhead tank to the respective Flats.
8. Tap water on the Ground Floor to be used in common with others.
9. Electric Meter installations for lighting in the common space, passages, stair case, motor operation for water pumps. The Purchaser/s shall have the right to install separate electric meter for his own flat.
10. The Purchaser/s shall have the right to install television antenna etc. on the Roof of the Top Floor of the said building and to fix wire therefrom to respective Flat and to have access for repairs and maintenance of the Television Antenna and also for repairing works of the Overhead Water Tank and Pipeline and fitting etc.
11. Lighting in the common spaces, passages, staircase including fittings and fixtures.
12. All other facilities and amenities in the premises which are intended for common use including roof of the building and parapet walls.

THE FOURTH SCHEDULE ABOVE REFERRED TO

(COMMON EXPENSES)

1. The expenses of maintaining repairing reconstructing and renewing the main structure, the system rain water discharge arrangement for supply of electricity and all common areas in the said building and land.
2. The cost of cleaning and lighting the entrance of the land building the passage and spaces around the building lobby, corridors, staircase, lift, lift room.

3. Cost of repairing and decorating the exterior common areas of the building.
4. All taxes, levies impositions, deposits outgoings of the said land building and premises as a whole.
5. All litigation costs relating the common parts and interest and common areas in the land and the building.
6. All salaries, wages, fees and remuneration of necessary employees staff, required for the common purposes.
7. Cost of maintaining, repairing, replacing and installing equipments including pump, motor pipes etc. for common services.
8. Premium of insurance of the building.
9. - Such expenses as would be necessary for on incidental to the said maintenance and up-keep of the premises areas facilities and amenities.
10. All other outgoings whatsoever which may be decided by the flat owners jointly or by its Association.

THE FIFTH SCHEDULE ABOVE REFERRED TO
(EASEMENTS)

The Purchaser/s and other co-owners shall be entitled to all rights privileges vertical and lateral supports, easements, quasi-easements appendages and/or appurtenances whatsoever belonging to and/or in anywise appertaining to their respective flat or the roof of the building or therewith usually held hold, use occupied or enjoyed or reputed to be known as part after more fully specified.

1. The right to access in common with the co-owners of the building at all times and for all normal domestic purposes connected with the use and enjoyment of the said flat and other flats in the said building.
2. The right of way in common as aforesaid and at all times and for all purposes connected with the reasonably use and enjoyment of the said flat and other flats in the said building.

3. The right of way in common as aforesaid and at all times and for all purposes connected with the reasonable use and enjoyment of the respective flat of the co-owners of the said building and the said land.
4. The right of paths and passages in all the common for the gas and electricity water and soil from and to the respective flat of the developer and the roof of the building through pipes, drains, wires and conduits lying or being in under through or over the said building and the said land so far as they may be reasonably necessary for the beneficial occupation of the areas of the co-owners for all purposes whatsoever.
5. The right of passage of utilities including connection for telephones, television pipe, cables conduits etc. through each and every part of the building including the said flat.
6. Right to support, shelter and protect of each portion of the building by other and/or others thereof as far as they protect the same.
7. The absolute unfettered and unencumbered right over the common portions subject to the terms and conditions herein contained.
8. Such right supports easements and appurtenances as usually held used occupied or enjoyed as part or parcel of the said unit.
9. Right to install television antenna on the stair cover of the right of the building without in any manner disturbing any co-owner entitled excluding to the same.
10. The right with or without workmen and necessary materials of the Purchaser/s to enter from time to time upon the other parts of the building including the other units for the purpose of repairing so far as may be necessary such pipes, drains, wires and conduits and for the purpose of repairing or cleaning as aforesaid cannot be reasonably carried out without such entries with prior notice.
11. The right to use staircase, lift, lift room in common with the co-owners of the building.

IN WITNESS WHEREOF the Parties hereto put and subscribe their respective hands and seals the date month and year written hereinabove.

SIGNED SEALED AND DELIVERED

in presence of :-

1)

Signature of **CONSTITUTED ATTORNEY**
ON BEHALF OF LAND OWNERS:

(1) SMT. KRISHNA DUTTA

(2) SHRI ANIRBAN DUTTA

SIGNATURE OF THE VENDOR

2)

Prepared and drafted by :-

Advocate

Judges' Court, Barasat,
Dist - North 24 Parganas,
Kolkata - 700 124

SIGNATURE OF DEVELOPER

Computer type by :

SIGNATURE OF THE PURCHASER/S

(Rana Dey, Barasat)
Mob: 6291433676