

DEED OF CONVEYANCE

THIS DEED OF CONVEYANCE IS MADE ON THIS THE DAY OF APRIL, TWO THOUSAND AND TWENTY-FIVE (2026);

BETWEEN

(1) SMT. ROMA SARKAR (PAN FJRPS0469G) (AADHAAR NO. 7690 0449 4591), daughter of Late Chandra Dr. Jagadish Talukdar and wife of Sri Parimal Sarkar, by Faith Hindu, by Occupation Housewife, by Nationality Indian, residing at 25/1A, Gorakshabasi Road, Post Office. Dum Dum, Police Station Dum Dum (Presently Nager Bazar), Kolkata 700028, District -North 24 Parganas, **(2) SMT. SWAPNA ROY CHOWDHURY (PAN AJNPR1134J) (AADHAAR NO. 6060 9711 4802)**, daughter of Late Jagadish Chandra Talukdar and wife of Sri Dilip Kumar Roy Chowdhury, by Faith - Hindu, by Occupation Housewife, by Nationality Indian, residing at 181, Nagendra Nath Road, Post Office Dum Dum, Police Station Dum Dum (Presently Nager Bazar) Kolkata 700028, District North 24 Parganas, **(3) SRI SUPRIYO GHOSH (PAN ADOPG5234D) (AADHAAR NO. 8574 4673 4360)**, son of Late Rabindra Mohan Ghosh and grandson of Late Jagadish Chandra Talukdar, by Faith Hindu, by Occupation Business, by Nationality Indian, residing 25/2, Dum Dum (Presently Gorakshabasi Road, Post Office. Dum Dum, Police Station Nager Bazar), Kolkata 700028, District North 24 Parganas, **(4) SRI GOUTAM TALUKDAR (PAN AEKPT8923K) (AADHAAR NO. 2370 5817 1523)**, son of Late Jagadish Chandra Talukdar, by Faith Hindu, by Occupation Retired person, by Nationality Indian, residing 25/1, Dum Dum, Police Station Indian, residing 25/1, Gorakshabasi Dum Dum (Presently Nager Bazar), Kolkata 700028, District North 24 Parganas, **(5) SMT. PAPIYA TALUKDAR (PAN ATMPT9094N) (AADHAAR NO. 7456 2087 7785)**, Housewife by wife of Late Pratik Talukdar, by Faith Hindu, by Occupation Nationality Indian, residing 25/1, Gorakshabasi Road, Post Office. Dum Dum, Police Station - Dum Dum (Presently Nager Bazar), Kolkata 700028, District - North 24 Parganas, **(6) MS. ASHMITA TALUKDAR (PAN BSQPT7640N) (AADHAAR NO. 6463 6305 5749)**, daughter of Late Pratik Talukdar, by Faith Hindu, by Occupation Service, by Nationality Indian, residing 25/1, Gorakshabasi Road, Post Office. Dum Dum, Police Station Dum Dum (Presently Nager Bazar), Kolkata 700028, District North 24 Parganas, **(7) MS. ESHITA TALUKDAR (PAN CAJPT5173N) (AADHAAR NO. 9426 4256 7824)**, daughter of Late Pratik Talukdar, by Faith - Hindu, by Occupation Service, by Nationality - Indian, residing 25/1, Gorakshabasi Road, Post Office. Dum Dum, Police Station - Dum Dum (Presently Nager Bazar), Kolkata 700028, District -

SUBHANGI HEIGHTS

Ch. Ch. S. S.

Partner

North 24 Parganas, **(8) SMT. MOUSUMI CHAKRABORTY, (PAN ANUPC7826K) (AADHAAR NO. 8656 7890 9417)**, daughter of Late Subrata Talukdar, by Faith - Hindu, by Occupation - Housewife, by Nationality Indian, residing at Flat No. 1402, Floor 13, Fresco, Block No.5, Uni World City, Arterial Main Road, Post Office. New Town, Police Station - New Town, Kolkata 700156, District - North 24 Parganas, **(9) SRI RAM AVTAR KURMI (PAN: IWOPK2780D, AADHAAR: 731862518191)**, by occupation Business, **(10) SRI RADHESHYAM KURMI (PAN BVVPR4257B), (AADHAAR: 888434677417)**, by occupation Service and **(11) SRI DHRUVRAJ VARMA (PAN: AOXPV2590K, AADHAAR: 457128881458)**, by occupation- Service, all are sons of Late Ram Chandra Kurngi, all by faith Hindu, Nationality Indian, all are residing at 54, Behari Lal Dutta Bagan; "Post Office Dum Dum, Police Station Nagerbazar, Kolkata-700028, District - North 24 Parganas, State of West Bengal, hereinafter referred to as the **OWNERS/VENDORS** (Which Expression shall terms expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their heirs, executors, administrators, representatives and assigns) of the **FIRST PART**.

The Owners No. 1 to 8 herein, by virtue of a registered Development Agreement and Power of Attorney dated 10th Day of September, 2025 which was duly registered at the office of the Additional District Sub Registrar at Cossipore, Dum Dum and recorded in Book No. 1, Volume No. 1506-2025, Pages from 289009 to 289063, Being No. 150610144 for the year 2025, The Owner No. 9 to 11 herein, by virtue of a registered Development Agreement with Development Power of Attorney dated 12th Day of September, 2025 which was duly registered at the office of the Additional District Sub Registrar at Cossipore, Dum Dum and recorded in Book No. I, Volume No. 1506-2025, Page from 287148 to 287195, Being No. 150610083 for the year 2025, are represented by their registered power of attorney holder "**SUBHANGI HEIGHTS**" (PAN : **AFRFS0962H**), having its office at 232, Gorakshabasi Road, P.O. Dum Dum, P.S. Nager Bazar, Kolkata 700028, District North 24 Parganas, a partnership firm being represented by its Partners namely **(1) SRI. CHANCHAL SAHA, (PAN: AVHPS3694L), (Aadhaar No.9123 7277 7060)**, son of Late M.N. Saha, by faith Hindu, by occupation - Business, Nationality Indian, residing at 232, Goraksha Basi Road, P.O. Dum Dum, P.S.-Dum Dum, presently Nager Bazar, Kolkata-700028, District - North 24 Parganas, **(2) SRI RAJESH SHAW, (PAN: ATCPS0203L), (AADHAAR NO.9681 6452 6270)**, son of Madan Lal Shaw, by faith Hindu, by Nationality Indian, by occupation Business, residing at 60, B.L.D. Bagan, P.O. Dum Dum, P.S. Nager Bazar, Kolkata 700 028, District -North 24 Parganas and **(3) SRI TANMOY GHOSH, (PAN: ADTPG7125J), (AADHAAR NO.5480 0514 1465)**, son of Late Sukumar Ghosh, by faith Hindu, by

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Chanchal Saha

Partner

Nationality Indian, by occupation Business, residing at 6B, New Road, Desh Bandhu Nagar, P.O. Deshbandhu Nagar, P.S. Baguiati, Kolkata -700 059, District - North 24 Parganas.

AND

"SUBHANGI HEIGHTS" (PAN : AFRFS0962H), having its office at 232, Gorakshabasi Road, P.O. Dum Dum, P.S. Nager Bazar, Kolkata 700028, District North 24 Parganas, a partnership firm being represented by its Partners namely **(1) SRI. CHANCHAL SAHA, (PAN: AVHPS3694L), (Aadhaar No.9123 7277 7060)**, son of Late M.N. Saha, by faith Hindu, by occupation - Business, Nationality Indian, residing at 232, Goraksha Basi Road, P.O. Dum Dum, P.S.-Dum Dum, presently Nager Bazar, Kolkata-700028, District - North 24 Parganas, **(2) SRI RAJESH SHAW, (PAN: ATCPS0203L), (AADHAAR NO.9681 6452 6270)**, son of Madan Lal Shaw, by faith Hindu, by Nationality Indian, by occupation Business, residing at 60, B.L.D. Bagan, P.O. Dum Dum, P.S. Nager Bazar, Kolkata 700 028, District -North 24 Parganas and **(3) SRI TANMOY GHOSH, (PAN: ADTPG7125J), (AADHAAR NO.5480 0514 1465)**, son of Late Sukumar Ghosh, by faith Hindu, by Nationality Indian, by occupation Business, residing at 6B, New Road, Desh Bandhu Nagar, P.O. Deshbandhu Nagar, P.S. Baguiati, Kolkata -700 059, District - North 24 Parganas, referred to as the **DEVELOPER** (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successor or successors-in-office and assigns) of the **SECOND PART**.

AND

[if the Allottee is a company]

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

[OR]

[if the Allottee is a Partnership]

_____ a partnership firm registered under the Indian Partnership Act, 1932 having its principal place of business at _____ PAN No. _____

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CH. CH. S. L.

Partner

represented by its authorized partner _____ (Aadhaar No. _____) duly authorized vide _____ hereinafter referred to as the "Allottee" (which expression shall unless repugnant to the context or meaning thereof he deemed to mean and include the partners or partner for the time being of the said firm, the survivor or survivors of them and their heirs, executors and administrators of the last surviving partner and his/her/their assigns).

[OR]

[if the Allottee is an Individual]

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

[OR]

[if the Allottee is a HUF]

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

PART - A

WHEREAS Ramdas Mallick was recorded Owners of the land measuring 1.6711 decimals lying and situated at Mouza - Satgachi, J. L. No. 20, Touzi No. 160, under the then Collectorate of Alipore, Resa No. 154, Hall Khatian 12, Sabek Dag Nos. 833, 835, Hal Dag No. 2681, 2682, 2683 and 2684 respectively, under South Dum Dum Municipality, District - 24 Parganas.

AND WHEREAS the said Ramdas Mallick seized and possessed the said land and entitled the same.

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Partner

AND WHEREAS the said Ramdas Mallick by a registered Deed of Conveyance dated 20.09.1901 sold/transferred the land measuring 1.6711 decimals to one Nandalal Seth.

AND WHEREAS the said Nandalal Seth executed a Will on 12/03/1920, and on the same day, he expired.

AND WHEREAS after death of Nandalal Seth, Probate was obtained from the Hon 'ble High Court at Calcutta, on 03/11/1920.

AND WHEREAS the executor of Nandalal Seth namely Jogendra Nath Seth and the wife of Nandalal Seth viz. Malini Das, to return the debt of said Nandalal Seth sold the land measuring 1.6711 decimals to Sarat Chandra Dey and Basanta Kumar Dey and the said Deed was registered on 28.08.1921 in the Office of Alipore District Registry Office and recorded in Book No. 1, Volume No. 87, Pages - 237 to 288 Being Deed No. 3664.

AND WHEREAS after purchase, the said Sarat Chandra Dey and Basanta Kumar Dey seized and possessed the said land and entitled the same.

AND WHEREAS, the said Basanta Kumar Dey died intestate on 26/01/1926 leaving behind his three sons namely (1) Amiya Kumar Dey, (2) Nirmal Kumar Dey and (3) Gobinda Chandra Dey and Ranibala Dasi (wife) as his legal heirs.

AND WHEREAS, Sarat Chandra Dey during his lifetime executed a Will dated 13/02/1934, and he expired on 13/03/1934.

AND WHEREAS, the said Sarat Chandra Dey in his last Will appointed Amiya Kumar Dey as his executor.

AND WHEREAS, the said Amiya Kumar Dey obtained a Probate from the Hon'ble High Court at Calcutta on 11/05/1934.

AND WHEREAS, according to the direction written in the Will, the three sons of Basanta Kumar Dey viz (1) Amiya Kumar Dey, (2) Nirmal Kumar Dey and (3) Gobinda Chandra Dey recorded their names in the record of South Dum Dum Municipality being Premises No. 1 No. Gorakshabasi Road, Post Office - Dum Dum, Police Station - Dum Dum, Kolkata 700028, Under South Dum Dum Municipality lying and situated at Mouza Satgachi, J. L. No. 20, Touzi No. 160, under the then Collectorate of Alipore, Resa No. 154, Hal Khatian 12, Sabek Dag Nos. 833, 835, Hal Dag No. 2681, 2682, 2683 and 2684 respectively, District 24 Parganas and they became owners of undivided $\frac{1}{2}$ share of land left by Sarat Chandra Dey.

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AND WHEREAS the said Amiya Kumar Dey, Nirmal kumar Dey and Gobinda Chandra Dey all sons of Basanta Kumar Dey became owners of All that piece and parcel of land measuring 1.6711 decimals, left by Sarat Chandra Dey and Basanta Kumar Dey.

AND WHEREAS, the said (1) Amiya Kumar Dey, (2) Nirmal Kumar Dey and (3) Gobinda Chandra Dey and Ranibala Dasi amicably decided to partition their land by Metes and Bounds and appointed Brojendra Lal Mitra as their sole Arbitrator, and the said Arbitrator passed and Award and according to the Award passed by the Arbitrator (1) Amiya Kumar Dey, (2) Nirmal Kumar Dey and (3) Gobinda Chandra Dey and Ranibala Dasi jointly executed a Partition Deed amongst themselves and the said Deed was registered in Kolkata Registry Office by a registered deed dated 06/04/1949 and the same was recorded in Book No. 1, Volume No. 24, Pages 201 to 243 Being Deed No.1122.

AND WHEREAS, the said Award was confirmed by the Hon'ble High Court at Calcutta by Award No. 93 of 1949 dated 15/06/1949.

AND WHEREAS, according to the Award passed by the Learned Arbitrator the Premises No.1, Gorakshabasi Road, under Mouza - Satgachi, J. L. No. 20, Touzi No. 160, under the then Collectorate of Alipore, Resa No. 154, Hal Khatian - 12, Sabek Dag Nos. 833, 835, Hal Dag No. 2681, 2682, 2683 and 2684 respectively, District -24 Parganas, was allotted to Nirmal Kumr Dey.

AND WHEREAS, after obtaining possession of the said land, the said Nirmal Kumar Dey recorded his name in the record of South Dum Dum Municipality Being premises No. 1, Gorakshabasi Road, Kolkata 700028, District 24 Parganas.

AND WHEREAS, the said Nirmal Kumar Dey by a registered Deed of Conveyance dated 01/11/1949 sold transferred the land in favour of Gobinda Chandra Dey and the said Deed was registered and recorded in Book No. 1, Pages 277 to 282 Being Deed No. 3931.

AND WHEREAS, after purchase of the land, Gobindra Chandra Dey duly recorded his name in Revisional Settlement and Sabek Dag No. 833, was recorded in R.S. Dag No. 2683, Bastu, Area of land 1.1328 decimal, Sabek 834 was recorded in Revisional Settlement 2684, Bagan, Area of Land 1230 decimal, Sabek 835, recorded in Revisional Settlement in RS Dag No. 2681, Pukur, area of land .3643 decimal, Sabek Dag No. 833, Revisional Settlement 2682, nature of land Pukur, area of land 0510 decimal, total area of land 1.6711 decimals under Mouza Satgachi, Khatian No. 12, recorded U/s 4, of WBLR Act, as Raiyat.

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AND WHEREAS, the said Gobinda Chandra Dey by a Deed of Mortgaged dated 01/11/1949 mortgaged the property in favour of Nirmal Kumar Dey and the said Deed was registered and recorded in Book No. 1, Volume No. 3, Pages 275 to 279 Being Deed No. 33 for the year 1950.

AND WHEREAS, the aforesaid Gobindra Chandra Dey returned the mortgaged amount to Nirmal Kumar Dey.

AND WHEREAS, after getting back the mortgaged amount, the said Nirmal Chandra Dey again executed a reconveyance in favour of Gobinda Chandra Dey on 17/02/1951 and the said Deed was registered in the Office of Dum Dum Sub-Registry Office and recorded in Book No. 1, Volume No.12, Page 270 to 274 Being Deed No. 1005.

AND WHEREAS, the aforesaid Gobinda Chandra Dey by a registered Deed of Conveyance dated 21/03/1964 sold/transferred the land measuring 1.6711 to his wife Chhabi Rani Dey and the said Deed was registered in the Office of Dum Dum Sub-Registry Office and recorded In Book No.1, Volume No. 36, Pages 101-108, Being Deed No. 2213.

AND WHEREAS, after purchase of the land, the said Chhabi Rani Dey seized and possessed and entitled the said land.

AND WHEREAS, after purchase of the aforesaid land, Chhabi Rani Dey, duly recorded her name in the Government record of right under Khatian No. 12, and also recorded her name in the record of South Dum Municipality and paying taxes and Government revenue accordingly.

AND WHEREAS, the said Gobinda Chandra Dey also executed a Deed of Rectification on 19/08/1961 in favour of his wife Chhabi Rani Dey to rectify the error and the said Deed was registered in the office of Kolkata Registry Office and registered and recorded in Book No. 1, Volume No.144, Pages 24 to 27, Being Deed No.3977.

AND WHEREAS, Chhabi Rani Dey divided the aforesaid plot in several number of plots and drawn a sketch map and marked passage and drain to sell her property lying and situated at Mouza - Satgachi, J. L. No. 20, Resa No.154, Khatian No.1, Hal Khatian No.12, area of land 1.6711 decimal under South Dum Dum Municipality. Premises No.1, Gorakshabasi Road, C.S. Dag No. 834, R.S. Dag No.2684, and area of land 1230 decimal being Plot No.34B, the land measuring 1 Cottah, 5 Chittaks, 22 Sq. Ft., was sold to the mother of the Owners nos. 1, 2, and 4 and grandmother of Owners Nos 3 and 8 and grandmother in law of Owner no. 5, and

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Chhabi Rani Dey

Partner

great grandmother of Owner number of 6 and 7 the said Deed was registered in the Office of Dum Dum Sub-Registry Office on 19/11/1971 corresponding to Bengali Year 1370, second day of Agrayan and the said Deed was registered and recorded in Book No.1, Volume No. 78, Pages 148 to 152 Being No.5371 for the year 1971.

AND WHEREAS, after purchase of the aforesaid land, the said Nihar Kana Talukder duly recorded her name in the Government record of rights, and also mutated her name in the record of South Dum Dum Municipality P.O. Dum Dum, P.S. Dum Dum, Kolkata 700028, South Dum Dum Municipality and also constructed a one-storied building measuring about 600 sq. ft. pucca structure thereon in the said plot of land and staying with his family members.

AND WHEREAS, the said Nihar Kana Talukdar, wife of Jagadish Chandra Talukdar died on 29/08/1995 and her husband namely Dr. Jagadish Chandra Talukdar alias Jagadish Ch. Talukdar died on 04/07/1988, leaving behind his two sons namely (1) Subrata Talukdar (since deceased), (2) Goutam Talukdar and three daughters viz. (1) Roma Sarkar, (2) Swapna Roy Chowdhury and (3) Uma Ghosh (since deceased) as the legal heirs and successors accordingly to Hindu Succession Act, 1956.

AND WHEREAS, one of the legal heirs of Nihar Kana Talukdar namely Subrata Talukdar son of Late Jagadish Chandra Talukdar died on 10/09/2011 and his wife namely Smriti Kana Talukdar also died on 17/09/2018, his only son namely Pratik Talukdar died on 25/10/2020 and present the following persons are the legal heirs of deceased Subrata Talukdar viz. (1) Papiya Talukdar (2) Mousumi Chakraborty and (3) Ashmita Talukdar and (4) Ms. Eshita Talukdar, according to Hindu Succession Act, 1956.

AND WHEREAS, Uma Ghosh, daughter of Nihar Kana Talukdar expired on 05/03/2020, leaving behind Supriya Ghosh as her only legal heir according to Hindu Succession Act

AND WHEREAS in the manner as stated above, by virtue of inheritance, said Smt. Roma Sarkar, Smt. Swapna Roy Chowdhury, Sri Supriyo Ghosh, Sri Goutam Talukdar, Smt. Papiya Talukdar, Miss Ashmita Talukdar, Miss Eshita Talukdar and Smt. Mousumi Chakraborty became the joint owners in respect of the aforesaid land admeasuring piece and parcel of bastu land measuring an area of 1 (One) cottah, 5 Chittaks, 22 sft. be the same a little more or less i.e. 967 Sq. ft. more or less with one storied building measuring 600 Sq. ft. Covered Area more or less and subsequently they mutated their names in the Assessment records of the South Dum Dum Municipality vide Municipal Holding No.35, Gorakshabasi Road, Post

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Ch. Ch. B. L.

Partner

Office Dum Dum, Police Station Dum Dum, presently Nager Bazar, Ward No.25, Kolkata 700028 and are enjoying their right, title and interest over the aforesaid property by paying taxes, khajnas and other outgoings to the concerned authority time to time on regular basis.

AND WHEREAS said Smt. Roma Sarkar, Smt. Swapna Roy Chowdhury, Sri Supriyo Ghosh, Sri Goutam Talukdar, Smt. Papiya Talukdar, Miss Ashmita Talukdar, Miss Eshita Talukdar and Smt. Mousumi Chakraborty, the Owners Nos. 1 to 8 herein respectively are jointly seized and possessed of and sufficiently entitled to ALL THAT piece and parcel of bastu land measuring an area of 1 (One) cottah, 5 Chittaks, 22 sft. be the same a little more or less i.e. 967 Sq. ft. more or less with one storied building measuring 600 Sq. ft. Covered Area more or less or under Mouza-Satgachi, J.L. No.20, Re. Sa. No. 154, Touzi no.160, Khatian No. 1, Hal Khatian No. 12,, C.S. Dag No.834, R.S. Dag No.2684 L.R. Dag No. 2097, L.R. Khatian No.768, 1247, 4378, 5782, 5783 more or less Holding No.35, Gorakshabasi Road, Post Office Dum Dum, Police Station Dum Dum, presently Nager Bazar, under South Dum Dum Municipality, Ward No.25, Kolkata 700028, Sub Registry Office, A.D.S.R. Cossipore Dum Dum District North 24-Parganas, morefully and particularly described in the PART – I of the FIRST SCHEDULE hereinunder written and/or given, free from all sorts of encumbrances.

AND WHEREAS with-a-view to develop the property, by raising construction of a multi-storied building, said Smt. Roma Sarkar, Smt. Swapna Roy Chowdhury, Sri Supriyo Ghosh, Sri Goutam Talukdar, Smt. Papiya Talukdar, Miss Ashmita Talukdar, Miss Eshita Talukdar and Smt. Mousumi Chakraborty, the Owners Nos. 1 to 8 herein respectively entered into a registered Agreement for Development and Power of Attorney dated 10th Day of September, 2025 with "**SUBHANGI HEIGHTS**" (**PAN : AFRFS0962H**), having its office at 232, Gorakshabasi Road, P.O. Dum Dum, P.S. Nager Bazar, Kolkata 700028, District North 24 Parganas, a partnership firm being represented by its Partners namely **(1) SRI. CHANCHAL SAHA, (PAN: AVHPS3694L), (Aadhaar No.9123 7277 7060)**, son of Late M.N. Saha, by faith Hindu, by occupation - Business, Nationality Indian, residing at 232, Goraksha Basi Road, P.O. Dum Dum, P.S.-Dum Dum, presently Nager Bazar, Kolkata-700028, District - North 24 Parganas, **(2) SRI RAJESH SHAW, (PAN: ATCPS0203L), (AADHAAR NO.9681 6452 6270)**, son of Madan Lal Shaw, by faith Hindu, by Nationality Indian, by occupation Business, residing at 60, B.L.D. Bagan, P.O. Dum Dum, P.S. Nager Bazar, Kolkata 700 028, District -North 24 Parganas and **(3) SRI TANMOY GHOSH, (PAN: ADTPG7125J), (AADHAAR NO.5480 0514 1465)**, son of Late Sukumar Ghosh, by faith Hindu, by Nationality Indian, by occupation Business, residing at 6B, New Road, Desh Bandhu Nagar, P.O. Deshbandhu Nagar, P.S. Baguiati, Kolkata -700 059, District - North 24

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Chanchal Saha

Partner

Parganas, as Developer i.e. the Developer herein for the development of the said property morefully described in the PART – I of the FIRST SCHEDULE hereunder written under certain terms & conditions as the Developer shall think, fit and proper and also appointed them as their true lawfully constituted attorney to sell and transfer all the flats, garage and / or portions of the building to any intending purchaser or purchasers except the allocated portions of the ownersand the same was duly registered before the office of the Additional District Sub Registrar at Cossipore, Dum Dum and recorded in Book No. 1, Volume No. 1506-2025, Pages from 289009 to 289063, Being No. 150610144 for the year 2025.

PART – B

WHEREAS being trustee of Late Behari Lal Dutta Trust, Panchanan Dutta, Ananta Kumar Dutta and Maha Debi Kurmi vide one "Deed of Conveyance" dated 29.03.1963 duly registered at the Office of the Sub Registrar Cossipore Dum Dum, copied in Book No. I, Volume No. 45, Pages from 1210 to 1215, being No. 2799 for the year 1963 absolutely sold, transferred and conveyed ALL THAT piece and parcel of "Bastu" land measuring an area of 5(Five) Cottahs 11 (Eleven) Chittaks 7(Seven) Sq. ft be the same a little more or less comprising in C.S. Dag No. 841/899 under C.S. Khatian No. 349, R.S. Dag No. 2704 under R.S. Khatian No. 1970, L.R. Dag No. 2125 under L.R. Khatian No. 2723, lying and situated at Mouza Satgachi, J.L. No. 20, R.S. No. 154, A.D.S.R. Cossipore Dum Dum, Police Station Dum Dum now Nagerbazar, within the local Municipal limits of South Dum Dum Municipality Ward No. 25, Kolkata 700028, in the District of North 24 Parganas, State of West Bengal, in favour of one Prayag Kurmi against a valuable consideration mentioned therein.

AND WHEREAS said Prayag Kurmi while seized and possessed of or otherwise well and sufficiently entitled the said property as absolute owner without any interruptions from any corner duly mutated his name in the records of local B.L. & L.R.O. and South Dum Dum Municipality, paid khazanas and taxes in respect of the same regularly, suddenly died intestate on 23.06.1986 leaving behind him his wife Maha Devi Kurmi and only son namely Ram Chandra Kurmi as his legal heirs and -representatives. Thereafter on 10.10.1999 said Maha Devi Kurmi has also died intestate.

AND WHEREAS thus above named Ram Chandra Kurmi became sole owner in respect of aforesaid property left by Prayag Kurmi and while possessing and enjoying the same peacefully without any interruption from any corner said died intestate on 04.04.2000 leaving behind him his wife Santi Devi Kurmi, five sons namely Ram Avtar Kurmi,

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Ch. Ch. S. H.

Partner

Radheshyam Kurmi, Dhruvraj Varma, Bholai Kurmi @ Verma, Vishnu Prasad Kurmi @ Verma and one daughter namely Ansuiya Kurmi @ Devi as his legal heirs and representatives. Thereafter on 14.11.2020 said Santi Devi Kurmi has also died intestate.

AND WHEREAS thus above named Ram Avtar Kurmi, Radheshyam Kurmi, Dhruvraj Varma, Bholai Kurmi @ Verma, Vishnu Prasad Kurmi @ Verma and Ansuiya Kurmi @ Devi became joint owners in respect of ALL THAT piece and parcel of "Bastu" land measuring an area of 5(Five) Cottahs 11(Eleven) Chittaks 7(Seven) Sq. ft equivalent to 4102 Sq. ft together with Tiles Shed measuring 210 Sq. ft area be the same a little more or less comprising in C.S. Dag No. 841/899 under C.S. Khatian No. 349, R.S. Dag No. 2704 under R.S. Khatian No. 1970, L.R. Dag No. 2125 under L.R. Khatian No. 2723, lying and situated at Mouza Satgachi, J.L. No. 20, R.S. No. 154, Premises No. 54, Behari Lal Dutta Bagan, Jessore Road, Police Station - Dum Dum now Nagerbazar, within South Dum Dum Municipality Ward No. 25, A.D.S.R. Cossipore Dum Dum, Kolkata 700028, in the District of North 24 Parganas, State of West Bengal, wherein each of them having 1/6th undivided interest.

AND WHEREAS by virtue of a registered "Deed of Gift" dated 29.03.2025 duly registered with the office of the A.D.S.R. Cossipore Dum Dum, North 24 Parganas and recorded in Book No. 1, Volume No. 1506-2025, Page from 103258 to 103282, being Deed No. 3507 for the year 2025, above named Bholai Kurmi @ Verma, Ansuiya Kurmi @ Devi and Vishnu Prasad Kurmi Verma absolutely gifted, transferred their entire undivided respective shares te. 50% together lying in the aforesaid property in joint favours of Ram Avtar Kurmi, Radheshyam Kurmi and Dhruvraj Varma.

AND WHEREAS after aforesaid "Deed of Gift" dated 29.03.2025 said Ram Avtar Kurmi, Radheshyam Kurmi and Dhruvraj Varma being joint owners have duly mutated their name with the offices of local B.L. & L.R.O and South Dum Dum Municipality and paying Khazna and taxes respectively regularly in respect of their said property being ALL THAT piece and parcel of "Bastu" land measuring an area of 5(Five) Cottahs 11(Eleven) Chittaks 7(Seven) Sq. ft equivalent to 4102 Sq. ft together with Tiles Shed measuring 210 Sq. ft area be the same a little more or less comprising in C.S. Dag No. 841/899 under C.S. Khatian No. 349, R.S. Dag No. 2704 under R.S. Khatian No. 1970, L.R. Dag No. 2125 under L.R. Khatian No. 2723, lying and situated at Mouza Satgachi, J.L. No. 20, R.S. No. 154, Premises No. 54, Holding No. 68, Cal Jessore Road, Behari Lal Dutta Bagan Nagerbazar, Police Station Dum Dum now Nagerbazar, within South Dum Dum Municipality Ward No. 25, A.D.S.R. Cossipore

SUBHANGI HEIGHTS

Ch. Ch. B. H.

Partner

Dum Dum, Kolkata 700028, in the District of North 24 Parganas, State of West Bengal, absolutely free from all encumbrances whatsoever and have been enjoying the same freely, peacefully, absolutely and without any interruptions from any corners whatsoever and have the full right to transfer, dispose or convey the same jointly to anybody in any way as they will think fit and proper.

AND WHEREAS said Sri Ram Avtar Kurmi, Sri Radheshyam Kurmi and Sri Dhruvraj Varma, the Owners Nos. 9 to 11 herein respectively are the absolute joint owners and absolutely seized and possessed of and sufficiently entitled to ALL THAT piece and parcel of land measuring an area of 5 Cottah, 11 Chittack, 7 Sq. Ft. more or less, together with one storied building, measuring an area of 300 Sq. ft. standing thereon, comprised in C.S. Dag No. 841/899, under C.S. Khatian No. 349, R.S. Dag No. 2704, under R.S. Khatian No. 1970, under L.R. Dag No. 2125, under L.R. Khatian No. 2723, lying and situated at Mouza - Satgachi, J.L. no. 20, R.S. No. 154, at Holding No. 54, Behari Lal Dutta Bagan, Jessore Road, Kolkata - 700028, Police Station - Dum Dum now Nagerbazar, District - North 24 Parganas, under Ward No. 25, within the limits of South Dum Dum Municipality, morefully and particularly described in the PART - II of the FIRST SCHEDULE hereinunder written and/or given, free from all sorts of encumbrances.

AND WHEREAS with-a-view to develop the property, by raising construction of a multi-storied building, said Sri Ram Avtar Kurmi, Sri Radheshyam Kurmi and Sri Dhruvraj Varma, the Owners Nos. 9 to 11 herein respectively entered into a registered Development Agreement with Development Power of Attorney dated 12th Day of September, 2025 with "**SUBHANGI HEIGHTS**" (**PAN : AFRFS0962H**), having its office at 232, Gorakshabasi Road, P.O. Dum Dum, P.S. Nager Bazar, Kolkata 700028, District North 24 Parganas, a partnership firm being represented by its Partners namely **(1) SRI. CHANCHAL SAHA, (PAN: AVHPS3694L), (Aadhaar No.9123 7277 7060)**, son of Late M.N. Saha, by faith Hindu, by occupation - Business, Nationality Indian, residing at 232, Goraksha Basi Road, P.O. Dum Dum, P.S.-Dum Dum, presently Nager Bazar, Kolkata-700028, District - North 24 Parganas, **(2) SRI RAJESH SHAW, (PAN:-ATCPS0203L), (AADHAAR NO.9681 6452 6270)**, son of Madan Lal Shaw, by faith Hindu, by Nationality Indian, by occupation Business, residing at 60, B.L.D. Bagan, P.O. Dum Dum, P.S. Nager Bazar, Kolkata 700 028, District -North 24 Parganas and **(3) SRI TANMOY GHOSH, (PAN: ADTPG7125J), (AADHAAR NO.5480 0514 1465)**, son of Late Sukumar Ghosh, by faith Hindu, by Nationality Indian, by occupation Business, residing at 6B, New Road, Desh Bandhu Nagar, P.O. Deshbandhu Nagar, P.S. Baguiati, Kolkata -700 059, District - North 24 Parganas, as

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Chanchal Saha

Partner

Developer i.e. the Developer herein for the development of the said property morefully described in the PART – I of the FIRST SCHEDULE hereunder written under certain terms & conditions as the Developer shall think, fit and proper and also appointed them as their true lawfully constituted attorney to sell and transfer all the flats, garage and / or portions of the building to any intending purchaser or purchasers except the allocated portions of the owners and the same was duly registered before the office of the Additional District Sub Registrar at Cossipore, Dum Dum and recorded in Book No. I, Volume No. 1506-2025, Page from 287148 to 287195, Being No. 150610083 for the year 2025.

AND WHEREAS by a registered Deed of Amalgamation dated 18th Day of September, 2025 which was duly registered at the office of the Additional District Sub Registrar at Cossipore, Dum Dum and recorded in Book No. 1, Volume No. 1506-2025, Pages from 290393 to 290425, Being No. 150610228 for the year 2025, said Smt. Roma Sarkar, Smt. Swapna Roy Chowdhury, Sri Supriyo Ghosh, Sri Goutam Talukdar, Smt. Papiya Talukdar, Miss Ashmita Talukdar, Miss Eshita Talukdar, Smt. Mousumi Chakraborty and Sri Ram Avtar Kurmi, Sri Radheshyam Kurmi, Sri Dhruvraj Varma amalgamated their respective three plots of land into a single plot of land admeasuring **7 cottah, 29 Sq. Ft. (Seven Cottah Twenty Nine Square Feet)** for the purpose of development and construction of a Multi-storied building and thereafter they mutated their names in the Assessment Records of the South Dum Dum Municipality vide amalgamated Holding No. 35, Gorakshabasi Road, Kolkata – 700028, under Ward No. 25 and are paying taxes and khajnas to the concerned government authority on regular basis time to time.

AND WHEREAS said Smt. Roma Sarkar, Smt. Swapna Roy Chowdhury, Sri Supriyo Ghosh, Sri Goutam Talukdar, Smt. Papiya Talukdar, Miss Ashmita Talukdar, Miss Eshita Talukdar, Smt. Mousumi Chakraborty, Sri Ram Avtar Kurmi, Sri Radheshyam Kurmi and Sri Dhruvraj Varma, the Landowners/Vendors herein is seized and possessed of and sufficiently entitled to **ALL THAT** piece and parcel of amalgamated plot of land measuring an area of 7 (Seven) cottahs 29 (Twenty Nine) Sq. Ft. be the same a little more or less comprising in C.S. Dag No. 841/899, C.S. Dag No. 834 under C.S. Khatian-No. 349, Khatian No.1, Hal Khatian No. 12, R.S. Dag No. 2704, 2684, under R.S. Khatian No. 1970, L.R. Dag No. 2125, 2097, under L.R. Khatian No. 2723, L.R. Khatian No. 768, 1247, 4378, 5782, 5783 lying and situated at Mouza - Satgachi, J.L. No. 20, R.S. No. 154, Touzi No. 160, Holding No. 35, Gorakshabsi Road, within South Dum Dum Municipality, Ward No. 25, Post Office- Dum Dum, Police Station Dum Dum, now Nagerbazar,, A.D.S.R. Cossipore Dum Dum, Kolkata 700028, in the District of North 24 Parganas, more fully described in the PART – III of the FIRST SCHEDULE hereinunder

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Chandni S.

Partner

written and seized and possessed of or otherwise well and sufficiently entitled to the said property free from all encumbrances.

AND WHEREAS said above named landowners have got marketable title to the said premises and / or the said premises is free from all encumbrances, charges, lines, impediment, attachments trust whatsoever or however and that the owner was absolutely seized and possessed of or otherwise well and sufficiently entitled to all that the said premises which is fully described in the PART – III of the FIRST SCHEDULE hereunder written and hereinafter referred to as the said premises.

AND WHEREAS by virtue of aforesaid Agreement for Development and Power of Attorney dated 10th Day of September, 2025 and Development Agreement with Development Power of Attorney dated 12th Day of September, 2025, the developer herein obtained the building sanctioned plan, vide Plan No. 1051 dated 30.12.2024 from the South Dum Dum Municipality and thereafter after demolishing the existing structure upon the land said Developer has commenced the construction work of G+VI storied building upon land which is morefully and particularly mentioned in the **PART-III** of the **FIRST SCHEDULE** hereunder written and/or given.

AND WHEREAS The Promoter has registered the Project under the provisions of the Act with the West Bengal Real Estate Regulatory Authority at **KOLKATA** on under registration no.

AND WHEREAS that in accordance with the said sanctioned plan the Developer had started and completed the construction works upon the said plot of land and declare to sell developer's allocated portion and the Purchasers approached to the DEVELOPER to purchase **ALL THAT** one residential Flat, being Flat No. ..., on the Floor, at the side, of the said Ownership building, admeasuring an area of ... (.....) sq. ft. carpet area more or less equivalent to ... (.....) sq. ft. built-up area more or less equivalent to (.....) sq. ft. super built up area more or less, consisting of 02 (Two) Bed Rooms, 01 (One) Living Room, 01 (One) Kitchen-cum-Dining, 01 (One) Toilet and 01 (One) Balcony of the building at/or consideration sum of **Rs.**...../- (Rupees) **only** free from all sorts of encumbrances, charges, liens and lispendenses.

AND WHEREAS the OWNERS/VENDORS herein and the DEVELOPER/CONFIRMING PARTY herein have agreed to sell, alienate, transfer, demise, devise, grant and provide and the Purchasers have agreed to purchase, own, acquire, seize and possess of **ALL THAT** one residential Flat, being Flat No. ..., on the Floor, at the side, of the said Ownership

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building, admeasuring an area of ... (.....) sq. ft. carpet area more or less equivalent to ... (.....) sq. ft. built-up area more or less equivalent to (.....) sq. ft. super built up area more or less, consisting of 02 (Two) Bed Rooms, 01 (One) Living Room, 01 (One) Kitchen-cum-Dining, 01 (One) Toilet and 01 (One) Balcony of the building known as "**SUBHANGI HEIGHTS**", hereinafter called "the said Flat", lying and situated at Municipal Holding No. 35, Gorakshabasi, Kolkata – 700028, Police Station – Dum Dum (old) Nagerbazar (New), District - North 24 Parganas, under Ward No. 25, within the limits of South Dum Dum Municipality, morefully and particularly described in the SECOND SCHEDULE hereunder written and/or given together with common areas, benefits, facilities, amenities and others thereof together with undivided proportionate share of land in First Schedule hereunder written, at total consideration of **Rs.**/- (Rupees) **only** upon agreeing the parties herein have entered into an Agreement for Sale thereof and recording the consideration/s, enumerations, provisions, terms and others thereof for which and all others the said agreement for sale is self-explanatory in itself and now all the Parties herein in finalization of the same are executing and registering these presents amongst themselves.

AND WHEREAS the Owners/Vendors and the Developer/Confirming Party herein doth hereby declare and covenant with the Purchasers that the said premises and /or the said Flat is free from all encumbrances of any nature whatsoever and that the Owners/Vendors and the Developer/Confirming Party herein have full right, title and interest in the said premises and /or the said Flat and have full right and authority to assign and transfer all their right, title and interest therein and the Owners/Vendors and the Developer/Confirming Party herein further declares that there is a clear title to the Flat and its appurtenances belongs to the Owners/Vendors and the Developer/Confirming Party herein absolutely and that neither the Owners/Vendors and the Developer/Confirming Party herein or any other person or persons have created any right, title or interest whatsoever therein by way of sale, gift, exchange, inheritance, lease, lien or otherwise in the said flat and that Notwithstanding anything herein contained, any act, deed, matter or thing of whatsoever nature done by the Owners/Vendors and the Developer/Confirming Party herein or any person or persons lawfully or equitably claiming by from through or in trust for them, the Owners/Vendors and the Developer/Confirming Party herein have themselves full right, power and absolute authority to sell or transfer to the Purchasers the said Flat and their right, title and interest therein and that the Owner/Vendor and the Developer/Confirming Party herein have not done or committed or omitted to do any act, deed, matter or thing whereby the ownership, possession and/or occupation of the said Flat by the Purchasers may be rendered illegal

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and/or unauthorized for any reason or on any account.

I. NOW THIS DEED OF CONVEYANCE WITNESSETH THAT:-

In pursuance of the Agreement for Sale and in consideration of the sum of **Rs.....**/- (Rupees) paid by the Purchasers herein to the Developer herein the receipt whereof the Developer herein doth hereby as also by the receipt and memorandum of consideration hereunder written and/or given admit and acknowledge and of the from the payment of the same and every part thereof the OWNERS/VENDORS herein and the Developer herein forever release discharge and acquit the Purchasers herein the said share and the properties and rights and appurtenants thereto and the Owners/Vendors herein and the Developer herein doth hereby grant, sell, convey, transfer, assign and assure unto the Purchasers herein of **ALL THAT** one residential Flat, being Flat No. ..., on the Floor, at the side, of the said Ownership building, admeasuring an area of ... (.....) sq. ft. carpet area more or less equivalent to ... (.....) sq. ft. built-up area more or less equivalent to (.....) sq. ft. super built up area more or less, consisting of 02 (Two) Bed Rooms, 01 (One) Living Room, 01 (One) Kitchen-cum-Dining, 01 (One) Toilet and 01 (One) Balcony of the building known as "**SUBHANGI HEIGHTS**", hereinafter called "the said Flat", lying and situated at Municipal Holding No. 35, Gorakshabasi, Kolkata – 700028, Police Station – Dum Dum (old) Nagerbazar (New), District - North 24 Parganas, under Ward No. 25, within the limits of South Dum Dum Municipality morefully and particularly described in the **SECOND SCHEDULE** hereunder written and/or given **together with** undivided impartible, proportionate share in the land contained under the **PART -IV** of the **FIRST SCHEDULE** hereunder written and/or given together with right to use the common areas, facilities and amenities are available thereof more fully and particularly described under the **THIRD SCHEDULE** hereunder written and/or given in common with the co-owners and/or occupiers of the said Building and together with the right and properties appurtenant thereto which are all thereafter as well as herein before collectively called "the said share and the properties and rights appurtenants thereto" and the reversion or reversions, remainder or remainders and the rents, issues and profits of the said share and the properties and rights appurtenant thereto and other rights hereby conveyed and all the estate, right, title, interest, property, claim and demand whatsoever of the OWNERS/VENDORS herein and the Developer herein into or upon the said share and the properties and rights appurtenant thereto and all other benefits rights and properties therein comprised and hereby granted sold, conveyed, transferred assigned and assured or expressed or intended so to be and every part or parts thereof respective or arising out there from and together further with all rights, liberties and appurtenances whatsoever to and unto the Purchasers herein free from

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all sorts of encumbrances, trusts, liens, lispendenses and attachments whatsoever and together further with and subject to the easements or quasi-easements other stipulations and provision in connection with the beneficial common use and enjoyment of the premises the land the Unit/s/Flat/s including the undivided impartible proportionate share by the Purchasers herein and the co-owners as mentioned under the **SIXTH SCHEDULE** hereunder written and/or given **AND TO HAVE AND TO HOLD** the said share and the properties and rights and appurtenants thereto and all other benefits and rights hereby granted sold, conveyed, transferred, assigned and assured or expressed or intended so to be and every part or parts thereof respectively or arising out there from absolutely and forever subject to the Purchasers' paying and discharging all taxes impositions and other expenses relating to the premises proportionately and the said Unit/s/Flat/s and/or the said share and the properties and rights appurtenant thereto wholly details whereof are more fully mentioned under the **FOURTH SCHEDULE** hereunder written and/or given and the Purchasers and other co-owners shall abide by the common restrictions along with the other owners/occupiers of the other units/flats in the building as detailed in the **FIFTH SCHEDULE** hereunder written.

II. THE DEVELOPER/CONFIRMING PARTY HEREIN AND THE OWNERS/VENDORS HEREIN DOTH HEREBY COVENANT WITH THE PURCHASERS HEREIN AS FOLLOWS:

- A. The interest which the Developer herein and the OWNERS/VENDORS herein do hereby profess to transfer, subsists and that Developer/Confirming Party herein and the Owners/vendors herein have the sole right full power and absolute authority to grant sell, convey, transfer, assign and assure unto the Purchasers herein the said share and the profits and rights appurtenant thereto together with the benefits, rights and properties hereby sold and conveyed.
- B. It shall be lawful for the Purchasers herein from time to time and at all times hereafter to enter into and upon and to use hold and enjoy the said share and the properties and rights appurtenant thereto and all benefits rights and properties hereby conveyed and every part thereof and to receive rents, issues and profits thereof without any interruption disturbance thereof without any interruption disturbance claim or demand whatsoever from or be the Developer herein or the OWNERS/VENDORS herein or any person or persons claiming through under or in trust for the Developer herein or the Developer herein unless otherwise expressly

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mentioned herein AND freed and declared from and against all manner of encumbrances, trusts, liens, lispendenses, demands, claims, hindrances, debts, dues, acquisitions, requisitions and attachments whatsoever save only those as are expressly contained herein.

- C. The Developer herein or the OWNERS/VENDORS herein shall from time to time and at all times hereafter upon every request and at the costs of the Purchasers herein make, do, acknowledge, exercise, execute and perfect all such further and/or other lawful and reasonable acts deeds matters and things whatsoever for further better or more perfectly assuring the said share and the properties and rights thereto together with the benefits and properties hereby granted to the Purchasers herein and in the manner aforesaid.
- D. The Developer herein or the OWNERS/VENDORS herein and the Association upon its formation shall unless prevented by fire or some other irresistible from time to time and at all times hereafter upon reasonable request and the costs of the Purchasers herein produce or cause to be produced to the Purchasers herein or to their attorneys or agents or at any trial, commission, examination before any tribunal, board or authority for inspection or otherwise as occasion shall require the original title deeds of the premises (which are present in the possession of the Developer herein, the Developer herein or the Owners/vendors herein) and also shall at the like request and costs of the Purchasers herein deliver to the Purchasers herein such attested or other copies or extracts there-from as the Purchasers herein may require and shall in the meantime keep the same safe un-obliterated and un-cancelled.
- E. The Developer shall have the right to install dish antenna, tower Holdings etc. on the roof on rental basis and otherwise no one shall have any objection for the same.

III. THE PURCHASERS HEREIN DO TH HEREBY COVENANT WITH THE DEVELOPER/CONFIRMING PARTY HEREIN AS FOLLOWS:

To observe fulfill and perform the covenant hereunder written and/or under the sale agreement save those thereof as having already been observed fulfilled and performed and shall regularly and punctually pay and discharge all taxes and impositions on the said Unit/s/Flat/s wholly and the common areas proportionately and all other outgoings in connection with the said Unit/s/Flat/s wholly and the building and particularly the common

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areas proportionately including the common expenses and maintain the Rules and obligation according to Fifth Schedule hereunder written and/or given.

IV. PROVIDED ALWAYS AND IT IS HEREBY EXPRESSLY AGREED AND DECLARED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

- A. The said Flat/s in terms hereof shall be considered completed and vacant possession thereof shall be delivered by the Developer herein and the OWNERS/VENDORS herein with the execution of these presents to the Purchasers herein.
- B. The Purchasers herein neither have nor shall claim from the Developer herein and/or the other co-owners any right title or interest in any other part or portion of the land and building SAVE the said share and the properties and rights appurtenant thereto and the said Unit/s/Flat/s and the undivided impartible proportionate share and the benefits rights and properties sold and conveyed.
- C. The PURCHASERS shall also be entitled to sell, gift, mortgage, lease or otherwise alienate the property hereby conveyed subject to the terms herein contained to anyone without the consent of the Owners/Vendors or any other Co-owner who may have acquired before and who may hereafter acquire any right, title and interest similar to those acquired by the PURCHASERS under the terms of this conveyance.
- D. The PURCHASERS shall mutate THE SAID FLAT in their own names at their own cost and shall pay all such municipality taxes and other impositions that may be charged from time to time, directly to the concerned authority. It is pertinent to mention here that until such time as the said flat to be assessed separately and/or mutated in respect of the municipality taxes as the Purchasers shall from the date of its occupation of the said Flat shall bear and pay such proportion to such Municipality Taxes and/or rates and/or impositions as may be deemed reasonable from time to time by the Vendor/Developer or society, Association upon its formation.
- E. Apart from the amount of the such municipality taxes and impositions the Purchasers shall also bear and pay all other taxes, G.S.T. and impositions of and when necessary in respect of the said building proportionately and the said Flat wholly.

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Partner

UNLESS OTHERWISE THE FOLLOWINGS HAVE THE MEANINGS AS FOLLOWS:

1. In this Deed words and expressions used shall unless they be contrary and/or repugnant to the context have the following meanings.

ARCHITECT shall mean the architect for the time being appointed by the Developer for the construction of the new building.

ASSOCIATION shall mean the limited company or society or syndicate of association to be promoted and/or formed by the Developer for the common purposes of the resident Owners of the said Flats in the said Premises.

COMMON AREAS shall mean all the common areas facilities amenities erections constructions and installations comprised in the premises and/or new building and expressed or intended by the Developer for common use and enjoyment of the unit holders as specified under the Third Schedule hereunder written.

COMMON EXPENSES shall include or expenses to be incurred by the unit holders for the maintenance and upkeep of the new building and the premises and/or expenses for the common purposes as may be allocated by the Developer or by the Association upon it's formation including those specified under the Fourth Schedule hereunder written.

COMMON PURPOSES shall mean the purposes of managing and maintaining the new building and the premises particularly the common areas, collection and disbursement of the common expenses and dealing with the matters of common interest of the unit holders and relating to their mutual right and obligations for the most beneficial use and enjoyment of their respective units exclusively and the common areas in common.

OWNERS shall mean **(1) SMT. ROMA SARKAR (PAN FJRPS0469G) (AADHAAR NO. 7690 0449 4591)**, daughter of Late Chandra Dr. Jagadish Talukdar and wife of Sri Parimal Sarkar, by Falth Hindu, by Occupation Housewife, by Nationality Indian, residing at 25/1A, Gorakshabasi Road, Post Office. Dum Dum, Police Station Dum Dum (Presently Nager Bazar), Kolkata 700028, District -North 24 Parganas, **(2) SMT. SWAPNA ROY CHOWDHURY (PAN AJNPR1134J) (AADHAAR NO. 6060 9711 4802)**, daughter of Late Jagadish Chandra Talukdar and wife of Sri Dilip Kumar Roy Chowdhury, by Faith - Hindu, by Occupation Housewife, by Nationality Indian, residing at 181, Nagendra Nath Road, Post Office Dum Dum, Police Station Dum Dum

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 CHANDI S.
 Partner

(Presently Nager Bazar) Kolkata 700028, District North 24 Parganas, **(3) SRI SUPRIYO GHOSH (PAN ADOPG5234D) (AADHAAR NO. 8574 4673 4360)**, son of Late Rabindra Mohan Ghosh and grandson of Late Jagadish Chandra Talukdar, by Faith Hindu, by Occupation Business, by Nationality Indian, residing 25/2, Dum Dum (Presently Gorakshabasi Road, Post Office. Dum Dum, Police Station Nager Bazar), Kolkata 700028, District North 24 Parganas, **(4) SRI GOUTAM TALUKDAR (PAN AEKPT8923K) (AADHAAR NO. 2370 5817 1523)**, son of Late Jagadish Chandra Talukdar, by Faith Hindu, by Occupation Retired person, by Nationality Indian, residing 25/1, Gorakshabasi Dum Dum (Presently Nager Bazar), Kolkata 700028, District North 24 Parganas, **(5) SMT. PAPIYA TALUKDAR (PAN ATMPT9094N) (AADHAAR NO. 7456 2087 7785)**, Housewife by wife of Late Pratik Talukdar, by Faith Hindu, by Occupation Nationality Indian, residing 25/1, Gorakshabasi Road, Post Office. Dum Dum, Police Station - Dum Dum (Presently Nager Bazar), Kolkata 700028, District - North 24 Parganas, **(6) MS. ASHMITA TALUKDAR (PAN BSQPT7640N) (AADHAAR NO. 6463 6305 5749)**, daughter of Late Pratik Talukdar, by Faith Hindu, by Occupation Service, by Nationality Indian, residing 25/1, Gorakshabasi Road, Post Office. Dum Dum, Police Station Dum Dum (Presently Nager Bazar), Kolkata 700028, District North 24 Parganas, **(7) MS. ESHITA TALUKDAR (PAN CAJPT5173N) (AADHAAR NO. 9426 4256 7824)**, daughter of Late Pratik Talukdar, by Faith - Hindu, by Occupation Service, by Nationality - Indian, residing 25/1, Gorakshabasi Road, Post Office. Dum Dum, Police Station - Dum Dum (Presently Nager Bazar), Kolkata 700028, District - North 24 Parganas, **(8) SMT. MOUSUMI CHAKRABORTY, (PAN ANUPC7826K) (AADHAAR NO. 8656 7890 9417)**, daughter of Late Subrata Talukdar, by Faith - Hindu, by Occupation - Housewife, by Nationality Indian, residing at Flat No. 1402, Floor 13, Fresco, Block No.5, Uni World City, Arterial Main Road, Post Office. New Town, Police Station - New Town, Kolkata 700156, District - North 24 Parganas, **(9) SRI RAM AVTAR KURMI (PAN: IWOPK2780D, AADHAAR: 731862518191)**, by occupation Business, **(10) SRI RADHESHYAM KURMI (PAN BVVPR4257B), (AADHAAR: 888434677417)**, by occupation Service and **(11) SRI DHRUVRAJ VARMA (PAN: AOXPV2590K, AADHAAR: 457128881458)**, by occupation- Service, all are sons of Late Ram Chandra Kurngi, all by faith Hindu, Nationality Indian, all are residing at 54, Behari Lal Dutta Bagan; "Post Office Dum Dum, Police Station Nagerbazar, Kolkata-700028, District - North 24 Parganas, State of West Bengal.

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Ch. Ch. S.

Partner

DEVELOPER shall mean "**SUBHANGI HEIGHTS**" (PAN : AFRFS0962H), having its office at 232, Gorakshabasi Road, P.O. Dum Dum, P.S. Nager Bazar, Kolkata 700028, District North 24 Parganas, a partnership firm being represented by its Partners namely (1) **SRI. CHANCHAL SAHA, (PAN: AVHPS3694L), (Aadhaar No.9123 7277 7060)**, son of Late M.N. Saha, by faith Hindu, by occupation - Business, Nationality Indian, residing at 232, Goraksha Basi Road, P.O. Dum Dum, P.S.-Dum Dum, presently Nager Bazar, Kolkata-700028, District - North 24 Parganas, (2) **SRI RAJESH SHAW, (PAN: ATCPS0203L), (AADHAAR NO.9681 6452 6270)**, son of Madan Lal Shaw, by faith Hindu, by Nationality Indian, by occupation Business, residing at 60, B.L.D. Bagan, P.O. Dum Dum, P.S. Nager Bazar, Kolkata 700 028, District -North 24 Parganas and (3) **SRI TANMOY GHOSH, (PAN: ADTPG7125J), (AADHAAR NO.5480 0514 1465)**, son of Late Sukumar Ghosh, by faith Hindu, by Nationality Indian, by occupation Business, residing at 6B, New Road, Desh Bandhu Nagar, P.O. Deshbandhu Nagar, P.S. Baguiati, Kolkata -700 059, District - North 24 Parganas.

PURCHASERS shall mean (PAN NO.) (AADHAAR NO.), daughter of, by religion - Hindu, by Occupation - Service, By Nationality - Indian, residing at, P.O., P.S., Kolkata-....., District -, West Bengal.

LAND shall mean the land comprised in the said premises as morefully and particularly described in the PART-III of the FIRST SCHEDULE.

NEW BUILDING shall mean the G+VI storied building known as "**SUBHANGI HEIGHTS**" consisting of several residential flats on different floors and Garages on the Ground Floor, to be constructed by the Developer at the said premises in pursuance hereof.

PLANS shall mean the plans drawing and specification of the new building prepared by the Architect and sanctioned by the concerned authorities provided that it shall also include alteration and modifications thereof.

PROPORTIONATE OR PROPORTIONATELY shall mean the proportion in which the covered area of any unit be to be covered area of all the units in the new building.

THE SAID PREMISES shall mean the premises **ALL THAT** piece and parcel of amalgamated plot of land measuring an area of 7 (Seven) cottahs 29 (Twenty Nine)

SUBHANGI HEIGHTS

CHANCHAL SAHA
Partner

Sq. Ft. be the same a little more or less comprising in C.S. Dag No. 841/899, C.S. Dag No. 834 under C.S. Khatian No. 349, Khatian No. 1, Hal Khatian No. 12, R.S. Dag No. 2704, 2684, under R.S. Khatian No. 1970, L.R. Dag No. 2125, 2097, under L.R. Khatian No. 2723, L.R. Khatian No. 768, 1247, 4378, 5782, 5783 lying and situated at Mouza - Satgachi, J.L. No. 20, R.S. No. 154, Touzi No. 160, Holding No. 35, Gorakshabsi Road, within South Dum Dum Municipality, Ward No. 25, Post Office - Dum Dum, Police Station Dum Dum, now Nagerbazar, A.D.S.R. Cossipore Dum Dum, Kolkata 700028, in the District of North 24 Parganas described in the PART - III of the FIRST SCHEDULE hereunder written and shall include the new building to be constructed thereon wherever the context so permits.

SAID UNIT shall mean subject to such variation as stated herein the Flat/Unit described in the Second Schedule hereunder written.

UNITS shall mean the space constructed in the new building intended and/or capable of being exclusively owned controlled and/or enjoyed by any unit holder.

UNIT HOLDER shall mean the persons or parties who have for the time being agreed to acquire or have acquired any unit or units in the new building.

NOTE:

1. Singular shall include plural and vice-versa.
2. Masculine gender shall include feminine and neuter gender and vice-versa.

THE FIRST SCHEDULE ABOVE MENTIONED TO:

PART - I

ALL THAT piece and parcel of bastu land measuring an area of 1 (One) cottah, 5 Chittaks, 22 sft. be the same a little more or less i.e. 967 Sq. ft. more or less with one storied building measuring 600 Sq. ft. Covered Area more or less or under Mouza-Satgachi, J.L. No.20, Re. Sa. No. 154, Touzi no.160, Khatian No. 1, Hal Khatian No. 12,, C.S. Dag No.834, R.S. Dag No.2684 L.R. Dag No. 2097, L.R. Khatian No.768, 1247, 4378, 5782, 5783 more or less Holding No.35, Gorakshabasi Road, Post Office Dum Dum, Police Station Dum Dum, presently Nager Bazar, under South Dum Dum Municipality, Ward No.25, Kolkata 700028 under A.D.S.R. at Cossipore, Dum Dum and butted and bounded in the manner as follows:-

ON THE NORTH : By Kurmi Land;
ON THE SOUTH : By 18'-6" width Gorakshabasi Road;

SUBHANGI HEIGHTS

CHANDI S. S. S. S.
 Partner

- ON THE EAST** : By Indrakshini Apartment;
ON THE WEST : By Pannalal Bose Building;

PART - II

ALL THAT piece and parcel of land measuring an area of 5 Cottah, 11 Chittack, 7 Sq. Ft. more or less, together with one storied building, measuring an area of 300 Sq. ft. standing thereon, comprised in C.S. Dag No. 841/899, under C.S. Khatian No. 349, R.S. Dag No. 2704, under R.S. Khatian No. 1970, under L.R. Dag No. 2125, under L.R. Khatian No. 2723, lying and situated at Mouza - Satgachi, J.L. no. 20, R.S. No. 154, at Holding No. 54, Behari Lal Dutta Bagan, Jessore Road, Kolkata - 700028, Police Station - Dum Dum now Nagerbazar, District - North 24 Parganas, under Ward No. 25, within the limits of South Dum Dum Municipality under A.D.S.R. at Cossipore, Dum Dum and butted and bounded in the manner as follows:-

- ON THE NORTH** : By Factory;
ON THE SOUTH : By House of Goutam Talukdar;
ON THE EAST : By Multi-storied building;
ON THE WEST : By 6 Feet width Road, House of Sitaram Kurmi;

PART - III

(AMALGAMATED PLOT OF LAND/THE SAID PREMISES)

ALL THAT piece and parcel of amalgamated plot of land measuring an area of 7 (Seven) cottahs 29 (Twenty Nine) Sq. Ft. be the same a little more or less comprising in C.S. Dag No. 841/899, C.S. Dag No. 834 under C.S. Khatian No. 349, Khatian No. 1, Hal Khatian No. 12, R.S. Dag No. 2704, 2684, under R.S. Khatian No. 1970, L.R. Dag No. 2125, 2097, under L.R. Khatian No. 2723, L.R. Khatian No. 768, 1247, 4378, 5782, 5783 lying and situated at Mouza - Satgachi, J.L. No. 20, R.S. No. 154, Touzi No. 160, Holding No. 35, Gorakshabsi Road, within South Dum Dum Municipality, Ward No. 25, Post Office- Dum Dum, Police Station Dum Dum, now Nagerbazar, A.D.S.R.O. Cossipore, Dum Dum and the said landed property is butted and bounded as under:-

- ON THE NORTH** : **By Identity Complex (Project);**
ON THE SOUTH : **By 18'-6" width Gorakshabasi Road;**
ON THE EAST : **By Indrakshini Complex;**
ON THE WEST : **By Pannalal Bose Building;**

SUBHANGI HEIGHTS

CHICKI B.L.

Partner

THE SECOND SCHEDULE ABOVE REFERRED TO:
(THE SAID FLAT)

ALL THAT one residential Flat, being Flat No. ..., on the Floor, at the side, of the said Ownership building, admeasuring an area of ... (.....) sq. ft. carpet area more or less equivalent to ... (.....) sq. ft. built-up area more or less equivalent to (.....) sq. ft. super built up area more or less, consisting of 02 (Two) Bed Rooms, 01 (One) Living Room, 01 (One) Kitchen-cum-Dining, 01 (One) Toilet and 01 (One) Balcony of the building known as "**SUBHANGI HEIGHTS**", together with all common rights amenities and/or facilities thereof together with undivided, undemarcated, proportionate share interest and ownership in the land of the at Municipal Holding No. 35, Gorakshabasi, Kolkata – 700028, Police Station – Dum Dum (old) Nagerbazar (New), District - North 24 Parganas, under Ward No. 25, within the limits of South Dum Dum Municipality. The floor plan of the said Flat/Unit is annexed herewith and marked with the red colour. (Tiles flooring & lift facility)

THE THIRD SCHEDULE ABOVE REFERRED TO:
(COMMON AREA AND FACILITIES)

1. Staircase on all floors.
2. Staircase and landing on all floors.
3. Lift, Lift Room and Lift Passage.
4. Common passage excepting car parking passage.
5. Water Pump, Water Tank, all the water pipe, and other plumbing installations.
6. Electric wiring and meters room, Roof.
7. Drainage and sewers.
8. Such other common parts areas equipments, installation, fixtures, fittings, and spaces in or about the said building as are necessary for the use and occupancy of the flat unit in common.

THE FOURTH SCHEDULE ABOVE REFERRED TO:
(The common expenses and maintenance of the Building)

1. All cost of maintenance, operating, replacing, white washing (Once with in two year), painting, re-building, re-construction, decoration, re-decoration, and lighting in the common parts and also the outer wall of the building, parking spaces and on gate of the building.

SUBHANGI HEIGHTS
Chicki Ban.
 Partner

2. The salaries of all the persons employed for the said purpose.
3. All charges and deposit for suppliers of common facilities and utilities.
4. Municipality taxes, multi storied building taxes, other out going saves those separately assessed on the respective flat/unit.
5. Cost and charges of establishment for maintenance for the building and for watch and ward staff.
6. All litigation's expenses for protecting the title of the said land and building.
7. All other expenses and outgoing and as are deemed by the developer to be necessary or incidental for protecting the interest and the right of the Purchasers.
8. The office expenses incurred for maintaining the office for the common expenses.
9. All expenses referred to above shall be proportionately borne by the co-purchasers on and from the date of taking charges and occupation of their respective units but the Purchasers shall not be liable to bear such charges in respect of unsold units/flats.
10. For all common expenses as mentioned here in above the all occupier will contribute their proportionate amount on monthly basis.

THE FIFTH SCHEDULE ABOVE REFERRED TO:

(Common Restriction)

The building shall be subject to the same restrictions and use as are applicable for common benefits of all occupiers of the building which shall include as follows:

1. Neither party shall use or permit to use the respective allocation in the building or any portion thereof for carrying on any obnoxious illegal and immoral trade or activity nor use thereof for any purpose which may cause any nuisance or hazard to the other occupiers of the building.
2. Neither party shall demolish any wall or other structures in their respective allocation or any portion thereof or make any structural alteration therein without the previous consent of the other in this behalf.
3. Neither party shall transfer or permit to transfer of their respective allocation or an portion thereof unless (s) such party shall have observed performed all to the and condition on their respective part to be observed and / or performed the proposed transferee shall have given a written undertaking to the terms and conditions hereof these presents and further that such transferee shall pay all and whatsoever shall be payable in relation to the area in their possession.

SUBHANGI HEIGHTS

Ch. Ch. S.
Partner

4. Parties shall abide by all always bye laws rules and regulations of the Government statutory bodies and / or local bodies as the case may be and shall attend to answer and be responsible for the said laws and regulations.
5. The respective allocation shall deep the interior walls sewers pipes and other fittings and fixtures and appurtenances and floor and ceiling etc. in each of their respective allocation in the building in good working conditions and repair and in particular so as not to cause any damage to the building or any other space or accommodation therein and shall keep the other of them and / or the occupation of the building indemnified from against the consequence of any breach.
6. No goods of other items shall be kept by the either party for display or otherwise in the corridors or other place or common use in the building and no hindrance shall be caused in any manner in the free covenant of users in the corridors and other place of common use in the building.
7. Neither party shall throw or accumulate any directly rubbish and waste and refuse to permit the same to be thrown or accumulate in or about the building or any other portion or portion of the said building.
8. No roof garden shall be allowed.

THE SIXTH SCHEDULE ABOVE REFERRED TO:

(The Easements)

The Co-Owner/Vendor shall allow each other and the Association, upon its formation, the following rights, easements, quasi-easements, privileges and/or appurtenances :

- i) The right common passage, user and movement in al common portions.
- ii) The right of passage of utilities, including, connection for telephones, televisions, pies, cables etc. through each and every part of the new building, including the said flat.
- iii) Rights of support, shelter and protection of each portion of new building by other and/or other thereof.
- iv) The absolute, unfettered and en-encumbered right over the common portions SUBJECT TO the terms and conditions herein contained save and except car parking space/s.
- v) Such rights, supports, easements and appurtenances as are usually held, used, occupied or enjoyed as part or parcel of the said flat.
- vi) Right to install television antenna at such place on the roof of the new building as may be demarcated by the Developer or the Association, upon formation for such purpose,

SUBHANGI HEIGHTS

Ch. Ch. B. S.

Partner

from time to time without in any manner, disturbing any Co-Owners entitled exclusively to the same.

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

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

1.

2.

SIGNATURE OF THE VENDORS

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

1.

2.

SIGNATURE OF THE DEVELOPER

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

1.

SIGNATURE OF THE PURCHASER

DRAFTED BY:

Advocate

High Court, Calcutta.

Enl. No.

SUBHANGI HEIGHTS
CHUCHI Saha
Partner

RECEIPT

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

MEMO OF CONSIDERATION

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

(Rupees.....) only

SIGNATURE OF THE WITNESS

1.

2.

SIGNATURE OF THE DEVELOPER

SUBHANGI HEIGHTS

Ch. Ch. S.
Partner