

DEED OF CONVEYANCE

THIS INDENTURE made this the ____ day of _____, 2020 (Two thousand and Twenty) A.D

B E T W E E N

[1] **SRI TARUNENDU BHATTACHARYA, (PAN No. ACZPB7079D)**, son of Late Sibendra Nath Bhattacharya, by Nationality-Indian, by faith-Hindu, by occupation-Retired, residing at 32/1, K. P. Roy Lane, P.O Dhakuria, P.S. Garfa, Kolkata – 700 031, in the District of South 24-Parganas; [2] **SRI TAPAN JYOTI BHATTACHARYA, (PAN No. AAAPB8557F)**, son of Late Sibendra Nath Bhattacharya, by Nationality-Indian, by faith-Hindu, by occupation-Retired, residing at 32/1, K. P. Roy Lane, P.O Dhakuria, P.S. Garfa, Kolkata – 700 031, in the District of South 24-Parganas but presently residing at B-13, Jalvidyut Apartment, Sector -21C, Faridabad, Haryana - 121001; [3A] **SMT SOMA BHATTACHARJYA, (PAN No. AGLPB0831F)**, daughter of Late Manindra Bhattacharya @ Manish Bhattacharya and Late Jaya Bhattacharya, by Nationality-Indian, by faith-Hindu, by occupation- Service, residing at Flat No. 253 Windsor Green, F-28, Sector-50, Noida, P.O & P. S-Gautam Buddha Nagar, Uttar Pradesh-201301, (3B) **SMT RHEEMA BHATTACHARYA, (PAN No. AJKPB6126H)**, daughter of Late Manindra Bhattacharya @ Manish Bhattacharya and Late Jaya Bhattacharya, by Nationality-Indian, by faith-Hindu, by occupation- Housewife, residing at G 4/1, Bipasha Apartment, 143, Shankar Ghosh Road Extension, P.O Alipore, P.S. Chetla, Kolkata – 700 027, (3C) **SRI MANASH BHATTACHARYA, (PAN No. BBQPB5253E)**, son of Late Manindra Bhattacharya @ Manish Bhattacharya and Late Jaya Bahattacharya, by faith Hindu, by occupation- unemployed, residing at Flat No. G4/1 CIT Scheme, Bipasha Apartment, 143, Shankar Ghosh Road Extension, P.O Alipore, P.S. Chetla, Kolkata – 700 027, represented by their constituted attorney - **M/s. RAJ CONSTRUCTION**, a sole proprietorship firm, having its office at 1/40, Sahid Nagar, Kolkata-700 031, P.O. Dhakuria, P.S. Garfa, represented by its sole proprietor **SRI ALOKESH ROY, (PAN No. AEKPR 8370N)**, son of Late Amiya Kumar Roy, by Nationality-Indian, by faith-Hindu, by occupation-Business, residing at 1/40, Sahid Nagar, Kolkata-700 031, P.O Dhakuria, P.S. Garfa, in the District of South 24-Parganas, said Development Agreement and Development

For RAJ CONSTRUCTION
Alokesh Roy
PROPRIETOR
Contd.....

Power of Attorney registered in the office of the D.S.R-III, Alipore, South 24 Parganas and recorded in Book No. I, being Deed No.160300137 for the year 2020 and **[4] SRI ALOKESH ROY, (PAN No. AEKPR 8370N)**, son of Late Amiya Kumar Roy, by Nationality-Indian, by faith-Hindu, by occupation-Business, residing at 1/40, Sahid Nagar, P.O Dhakuria, P.S. Garfa, Kolkata-700 031, in the District of South 24-Parganas, hereinafter shall be called and referred to as the **“OWNERS/ VENDORS”** (which term or expression unless excluded by or repugnant to the subject or context shall mean and include their respective heirs, executors, administrators, successors, legal representatives and assigns) of the **FIRST PART**.

AND

[1] _____ (**PAN - _____**) son/daughter/wife of _____, by faith- _____, by nationality – Indian, by occupation- /Business/Service/Retired/Housewife, presently residing at _____, P.O.- _____, P.S.- _____, Kolkata- _____ and **[2]** _____ (**PAN - _____**) [son/daughter/wife of _____, by occupation- /Business/Service/Retired/Housewife, by faith- _____, by nationality – Indian, presently residing at _____, P.O.- _____, P.S.- _____, Kolkata- _____, hereinafter shall be called and referred to as the **PURCHASERS**’ (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their legal heirs, executors, administrators, legal representatives, nominee/s) as the party of the **SECOND PART**.

AND

M/s. RAJ CONSTRUCTION, a sole proprietorship firm, having its office at 1/40, Sahid Nagar, Kolkata-700 031, P.O. Dhakuria, P.S. Garfa, represented by its sole proprietor **SRI ALOKESH ROY, (PAN No. AEKPR8370N)** son of Late Amiya Kumar Roy, by Nationality-Indian, by faith-Hindu, by occupation-Business, residing at 1/40, Sahid Nagar, Kolkata-700 031, P.O Dhakuria, P.S. Garfa, in the District of South 24-Parganas, hereinafter shall be called and referred to as the **‘DEVELOPER / BUILDER’** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include all the partners, executors, successors/ successors-in-office, administrators, legal representatives, nominees, and/or assigns) as the party of the **THIRD PART**.

WHEREAS by an indenture written in Bengali language dated 29.06.1955, the erstwhile owner, Sri Jadab Lal Chakraborty son of Late Gopal Chandra Chakraborty, being vendor therein, against valuable consideration mentioned therein, sold, granted, assured, conveyed and transferred ALL THAT piece and parcel of land measuring more or less 2 (Two) Cottahs 3 (Three) Chittacks 10 (Ten) Sq. ft together with kuccha structure therein together with all right of easement on the 6'-0" wide common passage on the South and 3'-0" wide common passage on the East being norther portion of Pre. No. 32/1, Kali Pada Roy Lane, Kolkata – 700 031 lying and situated within the District South 24 Parganas, Police Station – Sadar Tollygunge, Sub Registration Office at Alipore, Mouza- Dhakuria, Pargana – Khaspur, Touji No. 230/233, J. L. No. 18, R. S. No. 5, C. S. Dag No. 1557 recorded in C. S. Khatian No. 105 within the municipal limits of Ward No. 77 of the Calcutta Municipal Corporation, unto and to the use of Sri Sibendra Nath Bhattacharya, being the Purchaser therein and handed over physically vacant peaceful possession of the same to him forever free from all encumbrance whatsoever. The said Indenture dated 29.06.1955 was duly registered at the office of the Sub Registrar Alipore Sadar, District 24 Parganas and recorded in Book No. I, Volume No. 80 from Pages – 249 to 254 as Being No. 4941 for the year 1955.

AND WHEREAS by an indenture written in Bengali language dated 25.09.1961, the erstwhile owner, Sri Paritosh Kumar Bandopadhyay, son of Late Nirmal Chandra Bandopadhyay, being vendor therein, against valuable consideration mentioned therein, sold, granted, assured, conveyed and transferred ALL THAT piece and parcel of land measuring more or less 3 (Three) Cottahs 0 (Zero) Chittacks 0 (Zero) Sq. ft together with structure therein together with all right of easement on 3'-0" wide common passage on the East being northern portion of Pre. No. 32/1/1, Kali Pada Roy Lane, Kolkata – 700 031 lying and situated within the District South 24 Parganas, Police Station – Sadar Tollygunge, Sub Registration Office at Alipore, Mouza- Dhakuria, Pargana – Khaspur, Touji No. 230/233, J. L. No. 18, R. S. No. 5, C. S. Dag No. 1557 recorded in C. S. Khatian No. 105 within the municipal limits of Ward No. 77 of the Calcutta Municipal Corporation, unto and to the use of Sri Sibendra Nath Bhattacharya, being the Purchaser therein and handed over physically vacant peaceful possession of the same to him forever free from all encumbrance whatsoever. The said Indenture dated 29.06.2016 was duly registered at the office of the Sub Registrar Alipore Sadar, District 24 Parganas and recorded in Book No. I, Volume No. 140 from Pages – 136 to 142 as Being No. 7803 for the year 1961.

AND WHEREAS while seized and possessed of the aforesaid two adjoining properties separated by a 3'-0" wide common passage in between them, said Sibendra Nath Bhattacharya mutated his name in the records of the competent authorities and started paying the rates, taxes and other outgoings to the competent authorities regularly and punctually in fee simple and exercised his right of absolute ownership of the properties free from all encumbrances whatsoever.

AND WHEREAS said Sibendra Nath Bhattacharya died intestate on 09.08.1975 leaving behind him surviving as his legal heirs – [1] Smt Bipadtarini Bhattacharya (Widow), (2) Sri Tarunendu Bhattacharya (Son), (3) Sri Tapan Jyoti Bhattacharya (Son), (4) Smt Jaya Bhattacharya (Daughter) and (5) Miss Maya Bhattacharya (Daughter), who inherited the aforesaid properties jointly each having equal undivided share as per the provisions of the Hindu Succession Act, 1956.

AND WHEREAS said Bipadtarini Bhattacharya died intestate on 25.05.1999 leaving behind her surviving as her legal heirs – (1) Sri Tarunendu Bhattacharya (Son), (2) Sri Tapan Jyoti Bhattacharya (Son), (3) Smt Jaya Bhattacharya (Daughter) and (4) Smt Maya Bhattacharya (Daughter), who inherited the undivided 1/5th share of their demised mother in the aforesaid properties jointly each having equal undivided share as per the provisions of the Hindu Succession Act, 1956.

AND WHEREAS said Maya Bhattacharya who was a bachelor died intestate on 03.06.2009 leaving behind her surviving as her legal heirs – two brothers namely (1) Sri Tarunendu Bhattacharya, (2) Sri Tapan Jyoti Bhattacharya and one sister namely (3) Smt Jaya Bhattacharya, who inherited the undivided 1/4th share of their demised sister in the aforesaid properties jointly each having equal undivided share as per the provisions of the Hindu Succession Act, 1956.

AND WHEREAS thus in the manner stated above, said Sri Tarunendu Bhattacharya, Sri Tapan Jyoti Bhattacharya and Smt Jaya Bhattacharya became seized and possessed of or otherwise well and sufficiently entitled to as the absolute joint owners each having undivided 1/3rd share in the aforesaid two properties and subsequently mutated their respective names in the records of the competent authorities and the two adjoining properties were amalgamated into a single premises and renumbered as KMC Pre. No. 32/1, K. P. Roy Lane, Kolkata – 700 031 having total land area measuring more or less 5 (Five) Cottahs 3 (Three) Chittacks and 10 Sq. fts and they thereafter jointly started paying the rates, taxes and other outgoings to the competent

authorities regularly and punctually in fee simple and exercised their joint right of absolute ownership of the amalgamated property free from all encumbrances whatsoever.

AND ALSO, WHEREAS after partition of India a large number of residents of former East Pakistan, now known as Bangladesh, crossed over and came to the territory of the State of West Bengal from time to time due to force of circumstances beyond their control.

AND WHEREAS the Government of West Bengal (hereinafter referred to as the Government) offered all reasonable facilities to such persons (hereinafter referred to as the "Refugees") for residence of West Bengal.

AND WHEREAS a considerable number of such people were compelled by circumstances to use vacant land in the urban areas for homestead purpose.

AND WHEREAS one Nirupama Chakraborty, wife of Late Jibon Kumar Chakraborty (since deceased), as a refugee displaced from East Pakistan now Bangladesh, was a such refugee who had come to use and occupy a piece of land measuring 2 (Two) cottahs 12 (twelve) chittaks be the same a little more or less in E.P. No. 130, S.P. No.384, C.S. Plot No. 1557(P), in Mouja -Dhakuria, J.L.No.18, under P.S.-Kasba, S.R.O. Alipore, within the limits of the Kolkata Municipal Corporation Ward No.-77, District South 24- Parganas, for her rehabilitation.

AND WHEREAS said Nirupama Chakraborty during her possession of the aforesaid property made and published her last Will and Testament on 19.09.1974, wherein she bequeathed her aforesaid property in favour of her Nephew –Sri Gautam Chaudhuri and Neice – Sipra Chakraborty as legatee and appointed her younger brother – Sri Santosh Kumar Chaudhuri as Executor of the said Will, which was duly registered at District Registrar at Alipore, South 24 Parganas and was recorded in Book No. III, Volume No.-8, Pages No. 34 to 36 as Being No. 142 for the year 1974.

AND WHEREAS by virtue of a registered Deed of Gift dated 20.04.1989, the Governor on behalf of the Government of West Bengal donated and/or gifted the said **ALL THAT** piece and parcel of homestead land measuring 2 (Two) cottahs 12 (twelve) chittaks be the same a little more or less in E.P. No. 130, S.P. No.384, C.S. Plot No. 1557 (P), in Mouja -Dhakuria, J.L.No.18, under P.S.-Kasba, S.R.O. Alipore, within

the limits of the Kolkata Municipal Corporation Ward No.-77, District South 24-Parganas, together with all ways paths passages, easement, privileges, appendages and appurtenances whatsoever with all easements thereto and therein unto and to the use of said Nirupama Chakraborty, wife of Late Jibon Kumar Chakraborty (since deceased). The said Deed of Gift was registered at the office of the Additional District Registrar at Alipore, South 24 Parganas on the 20th day of April, 1989 and was recorded in Book No. I, Volume No.-32, Pages No. 197 to 200 as Being No. 2375 for the year 1989. And **TO HAVE AND TO HOLD** the said land hereditaments and premises thereby given, granted and transferred unto and to the use of the said Nirupama Chakraborty, wife of Late Jibon Kumar Chakraborty (since deceased), therein forever subject to the condition that the said Nirupama Chakraborty, wife of Late Jibon Kumar Chakraborty (since deceased), shall have no right to alienate or transfer the said plot of land in any manner within a period of ten years from the date of gift as aforesaid without obtaining prior permission of the Government of West Bengal hereinafter referred to as the 'Principal Deed'.

AND WHEREAS after demise of said Nirupama Chakraborty on 13.08.1991, the said Executor – Sri Santosh Kumar Chaudhuri also died on 18.05.1996 before obtaining the Probate of the Last Will of Late Nirupama Chakraborty.

AND WHEREAS the beneficiaries thereafter jointly applied for grant of Letters of Administration of the last Will of Late Nirupama Chakraborty before the Learned Court of District Delegate at Alipore under Act 39 Case No. 201 of 2004 (L.A), which was granted by the Learned Court on the 5th of October, 2005 in favour of the joint applicants – Sri Gautam Chaudhuri and Smt Sipra Chakraborty.

AND WHEREAS by virtue of the said Letters of Administration, said Sri Gautam Chaudhuri and Smt Sipra Chakraborty became seized and possessed of or otherwise well and sufficiently entitled to as absolute lawful joint owners of ALL THAT piece and parcel of land measuring more or less 2 (Two) cottahs 12 (twelve) chittaks together with structure therein at and being Pre. No. 32B, Kali Pada Roy Lane, Kolkata – 700 031 lying and situated within the District South 24 Parganas, Police Station – Kasba, Sub Registration Office at Alipore, Mouza- Dhakuria, Pargana – Khaspur, Touji No. 230/233, J. L. No. 18, R. S. No. 5, E.P. No. 130, S.P. No.384 under C. S. Dag No. 1557(P) within the municipal limits of Ward No. 77 of the Calcutta Municipal Corporation and were enjoying the said property without any interruption from any person or persons free from all encumbrances.

AND WHEREAS while seized and possessed of the aforesaid property jointly as absolute owners, by a registered Deed of Conveyance dated 07.08.2006, said Sri Gautam Chaudhuri and Smt Sipra Chakraborty, being vendors therein, against valuable consideration mentioned therein, sold, granted, assured, conveyed and transferred ALL THAT piece and parcel of land measuring more or less 2 (Two) cottahs 12 (twelve) chittaks together with structure therein at and being being Pre. No. 32B, Kali Pada Roy Lane, Kolkata – 700 031 lying and situated within the District South 24 Parganas, Police Station – Kasba, Sub Registration Office at Alipore, Mouza-Dhakuria, Pargana – Khaspur, Touji No. 230/233, J. L. No. 18, R. S. No. 5, E.P. No. 130, S.P. No.384 under C. S. Dag No. 1557(P) within the municipal limits of Ward No. 77 of the Calcutta Municipal Corporation, unto and to the use of Sri Alokesh Roy, son of Late Amiya Kumar Roy, being the Purchaser therein and handed over physically vacant peaceful possession of the same to him forever free from all encumbrance whatsoever. The said Deed of Conveyance dated 07.08.2006 was duly registered at the office of the District Sub Registrar- III, South 24 Parganas, West Bengal at Alipore and recorded in Book No. I, Volume No. 21 from Pages – 410 to 429 as Being No. 8418 for the year 2006.

AND WHEREAS as the Premises No. 32/1, K. P. Roy Lane, Kolkata – 700 031 under the joint ownership of Sri Tarunendu Bhattacharya, Sri Tapan Jyoti Bhattacharya and Smt Jaya Bhattacharya and Premises No. 32B, K. P. Roy Lane, Kolkata – 700 031 under the absolute ownership of Sri Alokesh Roy, were adjoining and contiguous to each other, the respective owners decided to amalgamate the two adjoining contiguous plots in a single plot by exchanging ownership of 50% of the either plots among each other.

AND WHEREAS by a registered Deed of Amalgamation dated 21.04.2015, between Sri Tarunendu Bhattacharya, Sri Tapan Jyoti Bhattacharya and Smt Jaya Bhattacharya collectively as the First Part therein and Sri Alokesh Roy, being the Second Part therein for the purpose of amalgamation of their respective properties into a single plot of land, mutually exchanged, gifted, transferred and conveyed their respective undivided 50% share of lands of Premises No. 32/1, K. P. Roy Lane, Kolkata – 700 031 and Premises No. 32B, K. P. Roy Lane, Kolkata – 700 031 among each other. The said Deed of Amalgamation was duly registered at the office of the District Sub Registrar- III, South 24 Parganas, West Bengal at Alipore and recorded in Book No. I, CD Volume No. 7 from Pages – 5551 to 5568 as Being No. 02959 for the year 2015.

AND WHEREAS by virtue of the aforesaid Deed of Amalgamation dated 21.04.2015, the aforesaid two contiguous plots were amalgamated in a single plot of land measuring more or less 7 (Seven) Cottahs 15 (Fifteen) Chittacks 10 (Ten) Sq. Ft and was renumbered as KMC Pre. No. 32/1, K. P. Roy Lane, Kolkata – 700 031 now within the municipal limits of Ward No. 92 of the Kolkata Municipal Corporation, Assessee No. 21-092-14-0126-7, wherein Sri Tarunendu Bhattacharya is now having undivided 1/6th share, Sri Tapan Jyoti Bhattacharya is now having undivided 1/6th share, Smt Jaya Bhattacharya is now having undivided 1/6th share and Sri Alokesh Roy is now having undivided ½ (Half) share of the aforesaid land.

AND WHEREAS said Sri Alokesh Roy is a builder cum developer of real estate properties carrying on his proprietorship business in the name and style as **M/s. RAJ CONSTRUCTION**, having its office at 1/40, Sahid Nagar, P.O. Dhakuria, P.S. Garfa, Kolkata-700 031 and is also owner of undivided ½ (half) share of ALL THAT piece and parcel of land measuring more or less 7 (Seven) Cottahs 15 (Fifteen) Chittacks 10 (Ten) Sq. Ft at and being Pre. No. 32/1, Kali Pada Roy Lane, Kolkata – 700 031, being approached by the other co-owners for developing the aforesaid property agreed to develop the aforesaid property for better residential comforts and also for mutual benefits and entered into an Agreement for Development on 06.12.2016 with the other co-owners namely Sri Tarunendu Bhattacharya, Sri Tapan Jyoti Bhattacharya and Smt Jaya Bhattacharya, who are collectively having undivided ½ (Half) share of the aforesaid property. The said Agreement for Development on 06.12.2016 having some agreed terms, conditions and stipulations including their respective allocations was duly registered on the 12th of December, 2016 at the office of the District Sub Registrar- III, South 24 Parganas, West Bengal at Alipore and recorded in Book No. I, CD Volume No. 1603-2016 from Pages – 165310 to 165355 as Being No. 160305650 for the year 2016. Simultaneously, Sri Tarunendu Bhattacharya, Sri Tapan Jyoti Bhattacharya and Smt Jaya Bhattacharya also signed, executed and registered a Development Power of Attorney on the 9th of December, 2016 appointing, nominating and constituting Sri Alokesh Roy proprietor of **M/s. RAJ CONSTRUCTION**, having its office at 1/40, Sahid Nagar, P.O. Dhakuria, P.S. Garfa, Kolkata-700 031 to effective do or cause to be done all acts, deed, things and matters necessary for the development of the aforesaid property. The said Development Power of Attorney dated 09.12.2016 was duly registered on the 9th of December, 2016 at the office of the District Sub Registrar- III, South 24 Parganas, West Bengal at Alipore and recorded in Book No. I, CD Volume No. 1603-2016 from Pages – 167577 to 167591 as Being No. 160305743 for the year 2016.

AND WHEREAS the developer thereafter at his own cost and responsibility prepared, submitted and obtained a proposed building plan sanctioned from the Kolkata Municipal Corporation for a ground plus four storied building and is under construction, the work of construction of multi storied building as per the sanctioned plan and or proposed ground plus five storied building to be sanctioned or revised sanctioned plan from the competent authority shall be carried out at his own and responsibility of the Developer herein.

AND WHEREAS after the registration of the Agreement for Development on 06.12.2016 at the office of the District Sub Registrar- III, South 24 Parganas, West Bengal at Alipore recorded in Book No. I, CD Volume No. 1603-2016 from Pages – 165310 to 165355 as Being No. 160305650 for the year 2016 and Development Power of Attorney dated 09.12.2016 registered on the 9th of December, 2016 at the office of the District Sub Registrar- III, South 24 Parganas, West Bengal at Alipore and recorded in Book No. I, CD Volume No. 1603-2016 from Pages – 167577 to 167591 as Being No. 160305743 for the year 2016 followed by obtainment of the proposed building plan sanctioned by the Kolkata Municipal Corporation authorities vide **Building Permit No. 2018100260 dated 22.01.2019** for carrying out the work of construction of a multi storied building as per the sanctioned plan, it was found that the Owner No. 4 in the said Agreement for Development dated 06.12.2016 was not provided any constructed area or monetary sum as his allocation by mistake in Page No. 11 in Term No. 8 termed as “Owners allocation” and also in Page No. 15 under Article –IV termed as “Consideration” and lastly in Page Nos 30 & 31 under Second Schedule termed as **“Owners’ allocation”**, which needs to be corrected or rectified for future ambiguity, inconvenience or misunderstanding between the parties.

AND WHEREAS as per the land areas owned by the respective owners **prior to the amalgamation** vide a registered Deed of Amalgamation dated 21.04.2015, between Sri Tarunendu Bhattacharya, Sri Tapan Jyoti Bhattacharya and Smt Jaya Bhattacharya collectively as the First Part therein and Sri Alokesh Roy being the Second Part therein for the purpose of amalgamation of their respective properties into a single plot of land, the proportion of land held was as follows:-

- (1) Sri Tarunendu Bhattacharya – undivided 1/3rd share of 5 Cottah -3 Chittack -10 Sft= 1248.33Sft.
- (2) Sri Tapan Jyoti Bhattacharya– undivided 1/3rd share of 5 Cottah -3 Chittack -10 Sft= 1248.33Sft.

- (3) Smt Jaya Bhattacharya – undivided $1/3^{\text{rd}}$ share of 5 Cottah -3 Chittack -10 Sft= 1248.33Sft.
- (4) Sri Alokesh Roy – 100% of 2 Co – 12 Ch = 1980 Sq.ft.

AND WHEREAS thereafter as per the land areas owned by the respective owners **after the amalgamation** vide a registered Deed of Amalgamation dated 21.04.2015, between Sri Tarunendu Bhattacharya, Sri Tapan Jyoti Bhattacharya and Smt Jaya Bhattacharya collectively as the First Part therein and Sri Alokesh Roy being the Second Part therein for the purpose of amalgamation of their respective properties into a single plot of land, the proportion of land held was as follows:-

- (1) Sri Tarunendu Bhattacharya – undivided $1/6^{\text{th}}$ share of 7 Cottah -15 Chittack -10 Sft= 954.166Sft. more or less.
- (2) Sri Tapan Jyoti Bhattacharya– undivided $1/6^{\text{th}}$ share of 7 Cottah -15 Chittack -10 Sft= 954.166Sft. more or less.
- (3) Smt Jaya Bhattacharya – undivided $1/6^{\text{th}}$ share of 7 Cottah-15 Chittack -10 Sft= 954.167Sft. more or less.
- (4) Sri Alokesh Roy – undivided $\frac{1}{2}$ share of 7 Cottah-15 Chittack -10 Sft= 2862.5Sft. more or less.

AND WHEREAS as per the registered Agreement for Development dated 06.12.2016, the Owners therein leaving behind Sri Alokesh Roy as Owner No. 4 were allotted the following allocations: -

- (1) Sri Tarunendu Bhattacharya – Owner No.1 – In lieu of the value of his respective undivided share of aforesaid amalgamated plot of land, he was allotted with a flat measuring more or less 885 Sft of built up area on the South Eastern side of Second Floor consisting of 3 (Three) Bed Rooms, 1 (One) Drawing cum dining room, 1 (One) Kitchen, 1 (one) Toilet, 1 (one) W.C, and 1 (One) Balcony along with one covered car parking space measuring 120 Square feet more or less at suitable location on the ground floor including proportionate share in common facilities, utilities and amenities of the proposed ground plus four storied building along with monetary consideration mentioned therein.
- (2) Sri Tapan Jyoti Bhattacharya – Owner No.2 – In lieu of the value of his respective undivided share of aforesaid amalgamated plot of land, he was allotted with a flat measuring more or less 885 Sft of built up area on the North side of Third Floor consisting of 3 (Three) Bed Rooms, 1 (One) Drawing cum dining room, 1 (One) Kitchen, 1 (one) Toilet, 1 (one) W.C, and 1 (One)

Balcony along with one covered car parking space measuring 120 Square feet more or less at suitable location on the ground floor including proportionate share in common facilities, utilities and amenities of the proposed ground plus four storied building along with monetary consideration mentioned therein.

- (3) Smt Jaya Bhattacharya – Owner No.3 – In lieu of the value of her respective undivided share of aforesaid amalgamated plot of land, she was allotted with a flat measuring more or less 885 Sft of built up area on the North side of Second Floor consisting of 3 (Three) Bed Rooms, 1 (One) Drawing cum dining room, 1 (One) Kitchen, 1 (one) Toilet, 1 (one) W.C, and 1 (One) Balcony along with one covered car parking space measuring 120 Square feet more or less at suitable location on the ground floor including proportionate share in common facilities, utilities and amenities of the proposed ground plus four storied building along with monetary consideration mentioned therein.

AND WHEREAS during the pendency of the construction works, one of the owner namely Smt Jaya Bhattacharya died intestate 19.10.2019, and her husband Manindra Bhattacharya @ Manish Bhattacharya died long ago leaving behind her surviving legal heirs only son namely **Manash Bhattacharya** and two married daughter namely **Soma Bhattacharjya** and **Rheema Bhattacharya (JOINTLY 3A,3B, and 3C herein)** as her only legal heirs and successors inherited the aforesaid property under the provision of the Hindu Succession Act 1956.

AND WHEREAS by way of a **registered Supplementary Agreement for Development with Development Power of Attorney dated 16.01.2020**, the parties have amended and modified the owners' allocation as ALL THAT (i) one flat measuring more or less 885 Sft of built up area on the South Eastern side of Second Floor consisting of 3 (Three) Bed Rooms, 1 (One) Drawing cum dining room, 1 (One) Kitchen, 1 (one) Toilet, 1 (one) W.C, and 1 (One) Balcony (ii) one flat measuring more or less 885 Sft of built up area on the North side of Third Floor consisting of 3 (Three) Bed Rooms, 1 (One) Drawing cum dining room, 1 (One) Kitchen, 1 (one) Toilet, 1 (one) W.C, and 1 (One) Balcony (iii) one flat measuring more or less 885 Sft of built up area on the North side of Second Floor consisting of 3 (Three) Bed Rooms, 1 (One) Drawing cum dining room, 1 (One) Kitchen, 1 (one) Toilet, 1 (one) W.C, and 1 (One) Balcony (iv) one flat measuring 885 Sft of built up area on the North side of Fourth Floor, consisting of 3 (Three) Bed Rooms, 1 (One) Drawing cum dining room, 1 (One) Kitchen, 1 (one) Toilet, 1 (one) W.C, and 1 (One) Balcony (v) one flat measuring more or less 885 Sft of built up area on the South Eastern side of Third Floor consisting

of 3 (Three) Bed Rooms, 1 (One) Drawing cum dining room, 1 (One) Kitchen, 1 (one) Toilet, 1 (one) W.C, and 1 (One) Balcony (vi) one flat measuring more or less 885 Sft of built up area on the South side of Fourth Floor consisting of 3 (Three) Bed Rooms, 1 (One) Drawing cum dining room, 1 (One) Kitchen, 1 (one) Toilet, 1 (one) W.C, and 1 (One) Balcony and also six covered car parking spaces each measuring 120 Square feet more or less at suitable location on the ground floor including undivided proportionate share of land together with right of using common areas, facilities, utilities and amenities of the proposed ground plus four storied building as agreed earlier vide agreement for development dated 06.12.2016. The said **Supplementary Agreement for Development** with Development Power of Attorney **dated 16.01.2020** has been duly registered at the office of the District Sub Registrar- III, South 24 Parganas, West Bengal at Alipore recorded in Book No. I as Being No. **160300137 for the year 2020.**

AND WHEREAS thus by virtue of the aforesaid Agreement for Development on 06.12.2016 and the **Supplementary Agreement for Development dated 16.01.2020**, now said **Sri Tarunendu Bhattacharya** got entitled to undivided **1/6th share**, **Sri Tapan Jyoti Bhattacharya** got entitled to undivided **1/6th share**, **Soma Bhattacharjya, Rheema Bhattacharya and Manash Bhattacharya jointly** got entitled to undivided **1/6th share**, and **Shri Alokesh Roy** got entitled to undivided **1/2 share** of **ALL THAT (i)** one flat measuring more or less 885 Sft of built up area on the South Eastern side of Second Floor consisting of 3 (Three) Bed Rooms, 1 (One) Drawing cum dining room, 1 (One) Kitchen, 1 (one) Toilet, 1 (one) W.C, and 1 (One) Balcony **(ii)** one flat measuring more or less 885 Sft of built up area on the North side of Third Floor consisting of 3 (Three) Bed Rooms, 1 (One) Drawing cum dining room, 1 (One) Kitchen, 1 (one) Toilet, 1 (one) W.C, and 1 (One) Balcony **(iii)** one flat measuring more or less 885 Sft of built up area on the North side of Second Floor consisting of 3 (Three) Bed Rooms, 1 (One) Drawing cum dining room, 1 (One) Kitchen, 1 (one) Toilet, 1 (one) W.C, and 1 (One) Balcony **(iv)** one flat measuring 885 Sft of built up area on the North side of Fourth Floor, consisting of 3 (Three) Bed Rooms, 1 (One) Drawing cum dining room, 1 (One) Kitchen, 1 (one) Toilet, 1 (one) W.C, and 1 (One) Balcony **(v)** one flat measuring more or less 885 Sft of built up area on the South Eastern side of Third Floor consisting of 3 (Three) Bed Rooms, 1 (One) Drawing cum dining room, 1 (One) Kitchen, 1 (one) Toilet, 1 (one) W.C, and 1 (One) Balcony **(vi)** one flat measuring more or less 885 Sft of built up area on the South side of Fourth Floor consisting of 3 (Three) Bed Rooms, 1 (One)

Drawing cum dining room, 1 (One) Kitchen, 1 (one) Toilet, 1 (one) W.C, and 1 (One) Balcony along with six covered car parking spaces each measuring 120 Square feet more or less at suitable location on the ground floor including undivided proportionate share of land together with right of using common areas, facilities, utilities and amenities of the proposed ground plus four storied building as agreed earlier vide agreement for development dated 06.12.2016 under construction on the land measuring more or less 07 (Seven) Cottahs 15 (Fifteen) Chittacks and 10 (Ten) Sq.ft at and being Pre. No. 32/1, Kali Pada Roy Lane, Kolkata – 700 031 lying and situated within the District South 24 Parganas, Police Station – Kasba, Sub Registration Office at Alipore, Mouza- Dhakuria, Pargana – Khaspur, Touji No. 230/233, J. L. No. 18, R. S. No. 5, C. S. Dag No. 1557(P), C. S. Khatian No. 105, within the municipal limits of Ward No. 92 of the Kolkata Municipal Corporation, Assessee No. 21-092-14-0126-7.

AND WHEREAS thereafter on **16.01.2020** between the owners therein duly executed Partition deed which was duly registered in the office of the DSR-III, Alipore, South 24 Parganas, and recorded in Book No.I, Page from 6268 to 6322 being Deed 160300141 for the year 2020 and by the Deed of Partition owner no.4 namely **SRI ALOKESH ROY** Allotted **ALL THAT (i)** oneself contained and habitable flat measuring **885 Sft of built up area on the North side of Fourth Floor**, consisting of 3 (Three) Bed Rooms, 1 (One) Drawing cum dining room, 1 (One) Kitchen, 1 (one) Toilet, 1 (one) W.C, and 1 (One) Balcony **(ii)** oneself contained and habitable flat measuring more or less **885 Sft of built up area on the South Eastern side of Third Floor** consisting of 3 (Three) Bed Rooms, 1 (One) Drawing cum dining room, 1 (One) Kitchen, 1 (one) Toilet, 1 (one) W.C, and 1 (One) Balcony **(iii)** oneself contained and habitable flat measuring more or less **885 Sft of built up area on the South side of Fourth Floor** consisting of 3 (Three) Bed Rooms, 1 (One) Drawing cum dining room, 1 (One) Kitchen, 1 (one) Toilet, 1 (one) W.C, and 1 (One) Balcony along with **3 (Three) covered car parking spaces each measuring 120 Square feet** more or less at suitable location on the ground floor including undivided proportionate share of land together with right of using common areas, facilities, utilities and amenities of the proposed multi storied building under process of construction on the land measuring more or less 07 (Seven) Cottahs 15 (Fifteen) Chittacks and 10 (Ten) Sq.ft at and lying and situated being **Pre. No. 32/1, Kali Pada Roy Lane, Kolkata – 700 031**, P.S.-Kasba now Garfa, within the District South 24 Parganas.

AND WHEREAS the Developer or the party of the Third Part herein was in search of suitable intending buyers for his allocated flats and spaces in the proposed building as per Agreement for Development on 06.12.2016 and the Supplementary Agreement for Development with Development Power of Attorney dated 16.01.2020. And the party of the Second Part or the Purchaser herein were in search of a suitable flat to purchase from a reliable and dependable Developer. As such they approached the Developer or the party of the Third Part herein for purchasing one ___ BHK flat from the Developer herein.

AND WHEREAS the Purchasers had already examined the title of the Owner/Vendor herein, building plan, specification and drawings for the construction of the building and the said Agreement for Development on 06.12.2016 and the Supplementary Agreement for Development with Development Power of Attorney dated 16.01.2020 made between the Vendors and the Developer and had thoroughly satisfied themselves about the same and by an agreement dated _____, the Purchasers herein agreed to acquire one self contained flat on the _____ side of _____ Floor earmarked as Flat- _____ measuring more or less _____ (_____) sq. ft of super built up area containing __ (_____) Bedrooms, 1(One) Toilet, 1(One) W.C, 1(One) Kitchen, 1(One) Verandah and Living cum Dining space together with undivided proportionate impartible share of land with all common facilities and amenities in the proposed _____ storied building to be built on the SCHEDULE – ‘A’ property of the Vendors or the party of the First Part herein, for a total consideration of Rs. _____/- (Rupees _____) only payable by the Purchasers herein to the Developer herein for purchasing the aforesaid flat from the Developer, which the Purchasers herein had already paid to the Developer herein, which the Developer this day duly acknowledges the receipt hereof.

NOW THIS INDENTURE WITNESSETH THAT in pursuance of the said Agreement dated _____ made between the Vendors, Developer and the Purchasers herein and in consideration of the said total sum of Rs. _____/- (Rupees _____) only paid by the Purchasers to the Developer herein at or before the execution of these presents (the receipt of which sum the Developer herein doth hereby admits and acknowledge and of and from the same and every part thereof acquit release and forever discharge the Purchasers as well as the said one self contained flat on the _____ side of _____ Floor earmarked as Flat- _____ measuring more or less _____ (_____) sq. ft of super built up area containing __ (_____) Bedrooms, 1(One) Toilet, 1(One) W.C, 1(One) Kitchen, 1(One)

Verandah and Living cum Dining space together with undivided proportionate impartible share of land with all common facilities and amenities in the proposed _____ storied building to be built on the SCHEDULE – ‘A’ property of the Vendors or the party of the First Part herein hereby intended to be sold, granted and conveyed, the Vendor doth hereby sell, convey, transfer, assign and assure unto the Purchasers, said flat, together with undivided proportionate share of common areas fully described in the **SCHEDULE-‘B’** hereunder hereinafter referred to as the said Flat TOGETHERWITH right and interest and benefits in respect of all common parts/areas/portions, common amenities and common convenience relating thereto particularly described in the **SCHEDULE-‘C’** hereto for the beneficial use and enjoyment of the said flat AND TO HAVE AND TO HOLD the said Flat unto the Purchasers absolutely free from all encumbrances, trust, lien, attachments, lispendenses, whatsoever.

1. The Vendors doth hereby covenant with the Purchasers as follows :-

- (a) The interest which the Vendor/Developer doth hereby profess to transfer, subsists and that they have good right, full power, absolute authority and indefeasible title to grant, convey, transfer, sell, assign and assure the said Flat granted, conveyed, sold, transferred, assured and assigned unto the Purchasers in the manner aforesaid.
- (b) It shall be lawful for the Purchasers from time to time and at all times hereafter to enter into, hold, possess and enjoy the said Flat, together with right and interest in common areas described in Schedule-‘C’ and to receive the rents, issues and profits thereof without any interruption, hindrance, claim or demand or disturbances whatsoever from or by the Vendors or any persons or person claiming through under or in trust for them.
- (c) The said Flat is freed and discharged from and against all manner of encumbrances whatsoever.
- (d) The Vendors shall from time to time and at all times hereafter upon every reasonable requests and at the cost of the Purchasers make, do, acknowledge, execute and perform all such further and other lawful and reasonable acts, deeds, conveyances, matters and things whatsoever for better or more perfectly assuring the said Flat, unto the Purchasers in the manner aforesaid as shall or may be reasonably required.

- (e) The Vendor have not concealed or suppressed any material defects in the title.
- (f) The Purchasers shall be entitled to sell, transfer, mortgage and to dispose of the said Flat, in any manner without any interference from the Vendors or other occupants of the building.
- (g) The Purchasers shall become a member of the association of the flat owners and shall pay proportionate maintenance charges to such association regularly.
- (h) The Purchasers shall sign and execute all papers, documents and applications for the purpose of formation of the syndicate or association or society of flat/space owners as may be necessary.
- (i) The Purchasers shall be bound by terms as embodied in the agreement dated _____.
- (j) The Purchasers shall pay all fees, charges, fines and penalty (if any) imposed by the KMC for any internal changes (if made) in the aforesaid flat and shall mutate their names in the records of the Kolkata Municipal Corporation [South Suburban Unit] and shall pay assessed taxes regularly, until separate assessment is made shall pay proportionate Municipal taxes to the Developer/ Flat Owners Association.
- (k) The Purchasers shall bring separate electric meter in their name/s for their needs at their own cost (if required).
- (l) The Purchasers shall have to separately pay the service tax/GST /additional GST applicable as per government norms extra apart from the total consideration amount of the Flat.

The **SCHEDULE - 'A'** referred to as

The "**PROPERTY**"

ALL THAT piece and parcel of homestead land measuring 7 Cottahs 15 Chittaks 10 Square feet be the same a little more or less lying and situated at Mouza - Dhakuria, J. L. No. 18, in E. P. No. 130, S. P. No. 384, in C. S. Plot No. 1557(P), District Collectorate Touzi No.230/233, R.S. No. 5, Pargana Khaspur, appertaining to R. S. Khatian No. 105, comprising part of R. S. Dag No. 1557, P.S. Garfa, Sub-Registration office at Sealdah, now within the local limits of The Kolkata Municipal Corporation under Ward No. 92, being known as Municipal Premises No. 32/1, K. P. Roy Lane, Kolkata - 700031, in the District of formerly 24 Parganas at present South 24-

Parganas, together with all right of easement belonging and appurtenant thereto which is butted and bounded in the manner following :

On the **North** : By Prince Anwar Shah Road Connector ;

On the **South** : By 6'-0" wide Road ;

On the **East** : By 7'-6" wide Road ;

On the **West** : By 3'-7" wide Road and partly Colony Boundary.

The **SCHEDULE – ‘B’** referred to as
the **“FLAT”**

ALL THAT one self contained flat on the _____ side of _____ Floor earmarked as Flat- _____ measuring more or less _____ (_____) sq. ft of super built up area containing __ (_____) Bedrooms, 1(One) Toilet, 1(One) W.C, 1(One) Kitchen, 1(One) Verandah and Living cum Dining space together with undivided proportionate impartible share of land with all common facilities and amenities in the proposed _____ storied building to be built on the SCHEDULE – ‘A’ property.

The **SCHEDULE – ‘C’** referred to as
the **“COMMON AREAS & FACILITIES”**.

The common areas and facilities mentioned in this agreement shall include:

The foundations, columns, girders, beams, supports, main walls, corridors, lobbies, stair, stair ways, lift, entrance to and exit from the building constructed on the said land and intended for common use.

Installation of common services such as water, sewerage line etc.

All appurtenances and installations in the said building meant for common uses.

Electric meter box under the stairs in the Ground floor front side of the building, electrical wiring and fixtures etc meant for common use.

Under ground water reservoir and the over head water tank.

Ultimate Roof.

Boundary walls and main gates.

Other common parts, areas, equipments, installations, fixtures, fittings and spaces around the said building necessary for passage and occupation of the flat/s in common as specified by the Developer expressly to be the common part, except the covered and open spaces and car parking spaces.

The **SCHEDULE - 'D'** referred to as

the "**PROPORTIONATE EXPENSES**"

Costs, expenses and outgoings and obligations for which all the flat owners are to contribute proportionately:

The expenses of maintaining, repairing, redecorating and renewing the main structures and in particular the drainage system, sewerage, rain water discharge arrangements, water supply system, system of electricity, to all common areas mentioned in the Schedule - 'C' hereto including lift.

The expenses of repairing, maintaining, painting, white washing and colour washing the main structures of the building including the exterior of the said building and also the common area of the building described in the Schedule - 'C' above written.

The cost of cleaning and lighting the entrance of the building, passages and open spaces around the building, lobby, corridors, stair case, roof, lift, tanks and other common areas.

Salaries, wages, fees and remunerations of security personnel, sweepers, plumbers, electricians, care takers, liftman or any other persons whose appointment may be considered necessary for maintenance and protection of the said premises and administration and management of the affairs thereof.

Insurance premium of the building [if any]

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

SIGNED, SEALED AND DELIVERED,

At Kolkata, in the presence of Witnesses:

1. **VENDORS / FIRST PART**

2. **PURCHASERS / SECOND PART**

3. **DEVELOPER / THIRD PART**

Prepared by me in my office.

RATAN PAL, ADVOCATE,

High Court, Calcutta

Enrol No.WB/675/1992.

RECEIVED of and from the within named Purchasers the within mentioned sum of Rs. _____/- (Rupees _____) only being the full consideration money paid under these presents as per memo below.

MEMO OF CONSIDERATION

1. By Cheque No. _____ dated _____ drawn on
_____ Bank, _____ branch. Rs. _____/-
2. By Cheque No. _____ dated _____ drawn on
_____ Bank, _____ branch. Rs. _____/-
3. By Cheque No. _____ dated _____ drawn on
_____ Bank, _____ branch. Rs. _____/-
4. By Cheque No. _____ dated _____ drawn on
_____ Bank, _____ branch. Rs. _____/-

Rs. _____ .00

[RUPEES _____ ONLY]

WITNESSES:

- 1.
- 2.

DEVELOPER / THIRD PART

For RAJ CONSTRUCTION
Alokesh Roy
PROPRIETOR