

SRI JNANOTOSH BHANDARY, (PAN- AEIPB5852P), son of Sri Dulal Bhandary, by faith- Hindu, by nationality- Indian, by occupation- Business, residing at M-243, Baishnabghata Patuli Township, Block- M, Post Office- Patuli, Police Station- Patuli, Kolkata- 700094, District – South 24 Parganas, hereinafter called and referred to as “the **LAND OWNER / OWNER / FIRST PARTY**” (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his heirs, executors, administrators, legal representatives and assigns) of the **FIRST PART** represented by his Constituted Attorney **TRANS LOG INTEGRATED SERVICES PRIVATE LIMITED (PAN- AADCT9855G)**, a Private Limited Company, having its registered office at 26/1A, Mohini Mohan Road, Post Office- Lala Lajpat Rai Sarani, Police Station- Bhowanipore, Kolkata- 700020, represented by its Directors **(1) SRI JNANOTOSH BHANDARY, (PAN- AEIPB5852P)**, son of Sri Dulal Bhandary, by faith- Hindu, by nationality- Indian, by occupation- Business, residing at M-243, Baishnabghata Patuli Township, Block- M, Post Office- Patuli, Police Station- Patuli, Kolkata- 700094, District – South 24 Parganas, **(2) SRI PARITOSH BHANDARY alias P BHANDARY, (PAN- AKFPB2584B)**, son of Dulal Bhandary, by faith- Hindu, by nationality- Indian, by occupation- Business, residing at Srabani Complex, Block-B, Rajpur, P.O.- Rajpur, P.S.- Sonarpur, Kolkata- 700149, District – South 24 Parganas **(3) SMT. RAJASREE BHANDARY, (PAN- AFUPB1872Q)**, wife of Sri Jnanotosh Bhandary, by faith- Hindu, by nationality- Indian, by occupation- Business, residing at M-243, Baishnabghata Patuli Township, Block- M, Post Office- Patuli, Police Station- Patuli, Kolkata- 700094, District – South 24 Parganas, represented by its authorized signatory **SRI PARITOSH BHANDARY alias P BHANDARY, (PAN- AKFPB2584B)**, son of Dulal Bhandary, by faith- Hindu, by nationality- Indian, by occupation- Business, residing at Srabani Complex, Block-B, Rajpur, P.O.- Rajpur, P.S.-

Sonarpur, Kolkata- 700149, District – South 24 Parganas, authorized vide board resolution dated 01.04.2022, by virtue of a Development Power of Attorney dated 22nd day of December, 2023 duly registered in the office of D.S.R.-III, Alipore, South 24 Parganas and recorded in Book No.I, Volume No. 1603-2023, pages from 561570 to 561593, being no. 160319964 for the year 2023.

AND

TRANS LOG INTEGRATED SERVICES PRIVATE LIMITED (PAN-AADCT9855G), a Private Limited Company, having its registered office at 26/1A, Mohini Mohan Road, Post Office- Lala Lajpat Rai Sarani, Police Station- Bhowanipore, Kolkata- 700020, represented by its Directors **(1) SRI JNANOTOSH BHANDARY**, (PAN-AEIPB5852P), son of Sri Dulal Bhandary, by faith- Hindu, by nationality- Indian, by occupation- Business, residing at M-243, Baishnabghata Patuli Township, Block- M, Post Office- Patuli, Police Station- Patuli, Kolkata- 700094, District – South 24 Parganas, **(2) SRI PARITOSH BHANDARY alias P BHANDARY, (PAN- AKFPB2584B)**, son of Dulal Bhandary, by faith- Hindu, by nationality- Indian, by occupation- Business, residing at Srabani Complex, Block-B, Rajpur, P.O.- Rajpur, P.S.- Sonarpur, Kolkata- 700149, District – South 24 Parganas **(3) SMT. RAJASREE BHANDARY, (PAN- AFUPB1872Q)**, wife of Sri Jnanotosh Bhandary, by faith- Hindu, by nationality- Indian, by occupation- Business, residing at M-243, Baishnabghata Patuli Township, Block- M, Post Office- Patuli, Police Station- Patuli, Kolkata- 700094, District – South 24 Parganas, represented by its authorized signatory **SRI PARITOSH BHANDARY alias P BHANDARY, (PAN- AKFPB2584B)** son of Dulal Bhandary, by faith- Hindu, by nationality- Indian, by occupation- Business, residing at Srabani Complex, Block-B, Rajpur, P.O.- Rajpur, P.S.- Sonarpur, Kolkata- 700149, District – South 24 Parganas,

authorized vide board resolution dated 01.04.2022, hereinafter referred to as the "**DEVELOPER**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include, its successor(s)-in-interest, and permitted assigns) of the **SECOND PART.**

AND

..... (**PAN-**, **DOB-**, **Aadhaar No.**), son of Sailendra Nath Chakraborty, by faith- Hindu, by nationality- Indian, by occupation-, residing at, P.O.-, P.S.-, District-, Pin-, hereinafter called and referred to as the "**PURCHASER**" (which expression shall unless excluded by or repugnant to the context be deemed to repugnant to the context be deemed to include his heirs, executors, administrators, legal representatives and assigns) of the **THIRD PART.**

WHEREAS:

1. **OWNER** shall mean **SRI JNANOTOSH BHANDARY, (PAN-AEIPB5852P)**, son of Sri Dulal Bhandary, by faith- Hindu, by nationality- Indian, by occupation- Business, residing at M-243, Baishnabghata Patuli Township, Block- M, Post Office- Patuli, Police Station- Patuli, Kolkata- 700094, District – South 24 Parganas, including his heirs, executors, administrators, legal representatives and assigns.

2. **DEVELOPER** shall mean **TRANS LOG INTEGRATED SERVICES PRIVATE LIMITED (PAN- AADCT9855G)**, a Private Limited Company, having its registered office at 26/1A, Mohini Mohan Road, Post Office- Lala Lajpat Rai Sarani, Police Station- Bhowanipore, Kolkata- 700020, represented by its Directors **(1) SRI JNANOTOSH BHANDARY, (PAN- AEIPB5852P)**, son of Sri

Dulal Bhandary, by faith- Hindu, by nationality- Indian, by occupation- Business, residing at M-243, Baishnabghata Patuli Township, Block- M, Post Office- Patuli, Police Station- Patuli, Kolkata- 700094, District – South 24 Parganas, **(2) SRI PARITOSH BHANDARY alias P BHANDARY, (PAN- AKFPB2584B)**, son of Dulal Bhandary, by faith- Hindu, by nationality- Indian, by occupation- Business, residing at Srabani Complex, Block-B, Rajpur, P.O.- Rajpur, P.S.- Sonarpur, Kolkata- 700149, District – South 24 Parganas (3) **SMT. RAJASREE BHANDARY, (PAN- AFUPB1872Q)**, wife of Sri Jnanotosh Bhandary, by faith- Hindu, by nationality- Indian, by occupation- Business, residing at M-243, Baishnabghata Patuli Township, Block- M, Post Office- Patuli, Police Station- Patuli, Kolkata- 700094, District – South 24 Parganas, represented by its authorized signatory **SRI PARITOSH BHANDARY alias P BHANDARY, (PAN- AKFPB2584B)**, son of Dulal Bhandary, by faith- Hindu, by nationality- Indian, by occupation- Business, residing at Srabani Complex, Block-B, Rajpur, P.O.- Rajpur, P.S.- Sonarpur, Kolkata- 700149, District – South 24 Parganas, and its, executors, administrators, successor-in-office, legal representatives and assigns.

3. **PURCHASER** shall mean **(PAN-, DOB-, Aadhaar No.)**, son of Sailendra Nath Chakraborty, by faith- Hindu, by nationality- Indian, by occupation-, residing at, P.O.-, P.S.-, District-, Pin-, including his heirs, executors, administrators, legal representatives and assigns.

4. **LAND** shall mean **ALL THAT** piece and parcel of land measuring more or less 4 (Four) Cottahs 0(Zero) Chittak 02 (Two) Square Feet, lying and situate under Mouza Garagacha, J.L. No.45, Pargana Khaspur, Touzi No.56, Revenue Survey No.41, being C.S. Dag No.98, under C.S. Khatian No.48, relating to R.S. Dag No.100,

R.S. Khatian No.32, L.R. Dag No. 107, L.R. Khatian No.09, at present L.R. Khatian No 597, Post Office Garia, under Police Station Sonarpur at present Narendrapur, within the ambits of Rajpur Sonarpur Municipality, Holding No.355, Garagacha, being Ward No.01, Additional District Sub Registry Office at Garia (formerly Sonarpur), District Sub Registry Office at Alipore, in the District of South 24-Parganas, West Bengal more fully and particularly described in the FIRST SCHEDULE hereunder written.

5. **BUILDING** shall mean the G+three storied building which the Developer has been constructing on the said Premises as per plan sanctioned by the Rajpur- Sonarpur Municipality.

5. (a). **FLAT/UNITS** shall mean the flats and/or other spaces in the said building intended to be and/or capable of being exclusively occupied but shall not include any vehicles parking space cars, two wheeler and three wheelers) unless specified separately.

5.(b) **THE SAID FLAT/UNIT** shall mean the flat and/or other space and all fittings and fixtures as detailed in Second Schedule herein and the Purchaser's proportionate undivided share in the Land and the common areas/portions of the Premises as set out in the Third Schedule hereinafter written.

6. **PARKING SPACE** shall mean open or covered space reserved in the land for parking of medium size motorcars or mechanized two wheelers and three wheelers if so mentioned.

7. **ARCHITECT** shall mean such person /firm/ Company whom the Developer may appoint from time to time as the Architect for the said building.

8. **THE PLAN** shall mean the plan, elevation, design, drawings, specifications of the said building as prepared by the Architect and as sanctioned by the Rajpur- Sonarpur Municipality vide Sanction Plan No. **SWS-OBPAS/2207/2022/1330** dated **04/11/2022**.

9. **CO-HOLDERS** shall according to its context, mean all persons who have agreed to hold flats, Flat/Units in the said building including the Developer for the Flat/Units not transferred

or agreed to be transferred.

10. **COMMON PORTIONS** shall mean all common areas driveways erection, constructions and installations, comprise in the 'Building¹ mentioned in the Third Schedule herein and expressed or intended by the Land owner / Developer for the common use and enjoyment of the Co-holders.

11. **DEVELOPMENT AGREEMENT** shall mean the Agreement dated 22.12.2023 between the Owner of the One Part and The Developer of the other part.

12. **COVERED AREA** shall according to its context mean the plinth area of the said Flat/Unit or all the Flat/Units in the building including the bath room and balcony and also the thickness of the boundary walls internal walls, and pillars PROVIDED THAT if any wall be common between the two flats/Flat/Units, then half of the area under such wall shall be included in each such Flat/Unit.

13. **ASSOCIATION** shall mean the association by and of the holders of flats/Flat/Units of the building, Land owner / Developer by the Owner to be formed under relevant law of the land for common purposes.

WHEREAS one Bhutanath Sardar was the sole and absolute land owner and possessor of the Schedule "A" property along with other property finally published under Cadastral Settlement Survey, being C.S. Dag No 98, under C.S. Khatian No.48 under Mouza - Garagacha, J.L. No.45, Pargana - Khaspur, Touzi No. 56, Revenue Survey No. 41, Police Station Sonarpur, formerly Garia No.1 Gram Panchayet, in the District of 24-Parganas.

AND WHEREAS while seized and possessed the said property the said Sri Bhutanath Sardar sold, conveyed and transferred with a valuable consideration mentioned therein unto and in favour of Sri Mahendra Nath Naskar, solely purchaser therein, lying and situate

under Mouza - Garagacha, J.L. No. 45, Pargana Khaspur, Touzi No. 56, Revenue Survey No.41, being C.S. Dag No. 98, under C.S. Khatian No.48, Police Station Sonarpur, formerly Garia No. 1 Gram Panchayet, in the District of 24- Parganas with all easement right by virtue of a Bengali Suf - Bikray Kobala Deed therein.

AND WHEREAS while seized and possessed the sixteenth anna share of the above mentioned property and since the said Sri Mahendra Nath Naskar therein seized, possessed and enjoyed his aforesaid landed property without any claim, demand, attachments, encumbrances, liens, charges, lispences, attachments, trust whatsoever from any corner.

AND WHEREAS while seized and possessed as sole and absolute rightful land owner and possessor the said Sri Mahendra Nath Naskar therein sold, conveyed and transferred with a valuable consideration mentioned therein unto and in favour of Sri Prabodh Chandra Ghosh, solely purchaser therein **ALL THAT** a piece and parcel of Shali land measuring more or less 1.41 Acres, lying and situate under Mouza - Garagacha, J.L. No. 45, Pargana - Khaspur, Touzi No.56, Revenue Survey No.41, being C.S. Dag No.98, under C.S. Khatian No.48, under Police Station Sonarpur, formerly Garia No.1 Gram Panchayet, in the District of 24-Parganas with all easement right by virtue of a Bengali Suf Bikray Kobala Deed duly executed and registered on 11th day of February, 1941 in the office of the District Sub-Registrar. Alipore, 24-Parganas and the same is recorded in Book No.1, Volume No.31, Pages from 20 to 23, Being No.443 for the year 1941.

AND WHEREAS by virtue of a said Bengali Suf - Bikray Kobala Deed No.443 in the year 1941 the said Sri Prabodh Chandra Ghosh became the sole owner and possessor of the above mentioned property and has been seizing, possessing and enjoying the same

by on paying the rates and taxes to the Authority concern.

AND WHEREAS while seized and possessed the sixteenth anna share of the aforesaid property and since the said Sri Prabodh Chandra Ghosh therein seized and possessed his aforesaid landed property without any claim, demand, attachments, encumbrances, liens, charges, lispendences, attachments, trust whatsoever from any person or persons.

AND WHEREAS while seized and possessed as sole and absolute rightful land owner and possessor therein the said Prabodh Chandra Ghosh died intestate leaving behind his wife namely Smt. Usha Bala Ghosh and his two sons namely Sri Arun Kumar Ghosh and Sri Ajoy Kumar Ghosh are the legal heirs and successors and/or legal representatives of the said deceased Prabodh Chandra Ghosh.

AND WHEREAS thus by way of inheritance (share of husband and father) the said Smt. Usha Bala Ghosh, Sri Arun Kumar Ghosh and Sri Ajoy Kumar Ghosh became the joint land Owners and possessor in respect of the above mentioned property by on paying the rates and taxes to the Authority concern regularly.

AND WHEREAS while seized and possessed the said land occupied as joint land owners and possessor the said Smt. Usha Bala Ghosh, Sri Arun Kumar Ghosh and Sri Ajoy Kumar Ghosh jointly conveyed and transferred the aforesaid property unto and in favour of Ballygunge Estate Private Limited Company, a Company under the Indian Company Act, having its registered office at 220/E, Rashbehari Avenue, Calcutta - 700019, solely purchaser therein **ALL THAT** a piece and parcel of Shali land measuring more or less 141 Acres in two dag numbers, lying and situate under Mouza - Garagacha, J.L. No.45, Pargana Khaspur, Touzi No.56, Revenue

Survey No.41, being C.S. Dag No. 96, under C.S. Khatian No.48, shali land area more or less 14 (Fourteen) Decimals and another C.S. Dag No.98, C.S. Khatian No.48, shali land area more or less 1.27 Acres, under Police Station Sonarpur, at present within the limits of Rajpur Sonarpur Municipality, being Ward No.01, in the District of South 24-Parganas with all easement right by virtue of a Bengali Nadabi Patra Deed duly executed and registered in the year 1949 in the office of District Registry office at Alipore and the same is recorded in Book No. I, Volume No.28, Pages from 40 to 63, Being No. 1123 for the year 1949.

AND WHEREAS while seized and possessed the sixteenth anna share of the above mentioned property and since the said Ballygunge Estate Private Limited Company therein seized and possessed its aforesaid landed property without any claim, demand, attachments, encumbrances, liens, charges, lispendences, attachments, trust whatsoever from any corner or corners.

AND WHEREAS while seized and possessed as sole and absolute rightful land owner and possessor of the aforesaid Property, the Revisional Settlement operation come into force and in the said Revisional Settlement Record of Right the said lands has been recorded in the name of said Ballygunge Estate Private Limited Company, under Revisional Settlement Survey, being R.S. Khatian No.32 relating to R.S. Dag No. 100, Shali land area measuring more or less 1.27 Acres and R.S. Khatian No.32 relating to R.S. Dag No.98, Shali land area measuring more or less 14 (Fourteen) Decimals, land lying and situate under Mouza Garagacha, J.L. No.45, Pargana Khaspur, Touzi No.56, Revenue Survey No.41, being C.S. Dag Nos.98 and 96, under C.S. Khatian No.48, under Police Station Sonarpur, formerly Garia No.1 Gram Panchayet, at present within the limits of Rajpur Sonarpur Municipality, being Ward No.01, in the District of 24-Parganas at present South 24-

Parganas.

AND WHEREAS while seized and possessed as sole and absolute rightful land owner and possessor the said Ballygunge Estate Private Limited Company therein sold, conveyed and transferred with a valuable consideration mentioned therein unto and in favour of Smt. Anima Debi alias Anima Rani Debi alias Anima Ganguly, Wife of Prafulya Ratan Gangopadhyay alias Prafulya Ratan Ganguly of 30/1, Gobinda Ghosal Lane, under Police Station Bhawanipur, Kolkata, solely purchaser therein **ALL THAT** a piece and parcel of Shali land measuring more or less 33 (Thirty Three) Decimals in two dag numbers out of total shali land area measuring more or less 1.41 Acres, lying and situate under Mouza Garagacha, J.L. No.45, Pargana - Khaspur, Touzi No.56, Revenue Survey No.41, being C.S. Dag No. 98, under C.S. Khatian No.48, relating to R.S. Dag No. 100, R.S. Khatian No.32, Shali land measuring more or less 30 (Thirty) Decimals and C.S. Dag No.96, C.S. Khatian No.48, relating to RS. Dag No.98, R.S. Khatian No.32, Shali land measuring more or less 03 (Three) Decimals, under Police Station Sonarpur, at present within the limits of Rajpur Sonarpur Municipality, being Ward No.01, in the District of South 24-Parganas with all easement right by virtue of a Bengali Suf Bikray Kobala Deed duly executed and registered on 15th day of October, 1958 in the office of the Sub-Registrar, Baruipur, 24 Parganas and the same is recorded in Book No.I, Volume No.82, Pages from 238 to 242, Being No.8108 for the year 1958.

AND WHEREAS by virtue of a said Bengali Suf - Bikray Kobala Deed bearing No.8108 in the year 1958 the said Smt. Anima Debi alias Anima Rani Debi alias Anima Ganguly, Wife of Prafulya Ratan Gangopadhyay alias Prafulya Ratan Ganguly by her own money and benefit and payment of valuable consideration money became the sole and absolute land owner and possessor of the above

mentioned property, the L.R. Settlement operation come into force and in the said L.R. Record of Right the said property has been recorded in the name of said Smt. Anima Debi, Wife of Prafulya Ratan Gangopadhyay alias Prafulya Ratan Ganguly, under L.R. Khatian No.09, L.R. Dag No.107, being C.S. Dag No.98, under C.S. Khatian No.48. relating to R.S. Dag No.100, R.S. Khatian No.32, Shali land measuring more or less 30 (Thirty) Decimals and C.S. Dag No.96, C.S. Khatian No.48, relating to R.S. Dag No.98, R.S. Khatian No.32, L.R. Dag No. 105, Shali land measuring more or less 03 (Three) Decimals, under Mouza - Garagacha, J.L. No.45, Pargana - Khaspur, Touzi No.56, Revenue Survey No.41, Post Office Garia, under Police Station Sonarpur, within the ambits of Rajpur - Sonarpur Municipality, being Ward No.01, Additional District Sub Registry Office at Garia (formerly Sonarpur), District Sub Registry Office at Alipore, in the District of South 24-Parganas and has been seized, possessed and enjoyed the same by on paying the rates and taxes to the Authority concern.

AND WHEREAS thus while seized and possessed of as sole and absolute rightful land owner and possessor the said Smt. Anima Debi alias Anima Rani Debi alias Anima Ganguly, Wife of Prafulya Ratan Gangopadhyay alias Prafulya Ratan Ganguly therein mutated her name in the Office of the Rajpur - Soharpur Municipality in respect of the above mentioned property known, numbered and described as Municipal Holding No.30, Garagacha, being Ward No.01, in the District of South 24 Parganas and has been seized, possessed and enjoyed the same by on paying the rates and taxes to the Authority concerned regularly.

AND WHEREAS while seized and possessed as sole and absolute rightful land owner and possessor therein the said Smt. Anima Debi alias Anima Rani Debi alias Anima Ganguly, Wife of Prafulya Ratan Gangopadhyay alias Prafulya Ratan Ganguly therein sold,

conveyed and transferred with a valuable consideration mentioned therein unto and in favour of Sri Gautam Mandal, Son of Sri Meghnath Mandal of Sreekhanda (Dadpur), Post Office Panchpota, under Police Station Sonarpur, District: South 24 Parganas, solely purchaser therein (vendor herein) ALL THAT a piece and parcel of Shali land measuring more or less 04 (Four) Cottahs 0(Zero) Chittak 02(Two) Square Feet out of total 30 (Thirty) Decimals, lying and situate under Mouza - Garagacha, J.L. No.45, Pargana - Khaspur, Touzi No.56, Revenue Survey No.41, being C.S. Dag No.98, under C.S. Khatian No.48, relating to R.S. Dag No. 100, R.S. Khatian No.32, L.R. Dag No. 107, L.R. Khatian No.09, Post Office – Garia, under Police Station Sonarpur, within the ambits of Rajpur Sonarpur Municipality, Holding No.30, Garagacha, being Ward No.01, in the District of South 24 Parganas with all easement right by virtue of a Bengali Suf Bikray Kobala Deed duly executed and registered on 22nd day of September, 2004 in the office of the District Sub-Registrar IV, Alipore, South 24 Parganas and the same is recorded in Book No.I, Volume No.24, Pages from 2576 to 2596, Being No.04039 for the year 2004.

AND WHEREAS after purchase of the Schedule “A” below mentioned Shali land by virtue of a said Bengali Suf - Bikray Kobala Deed No.04039 in the year 2004 the said Sri Gautam Mandal (vendor herein), Son of Sri Meghnath Mandal became the sole and absolute land owner and possessor of the landed property.

AND WHEREAS thus while seized and possessed of as sole and absolute rightful land owner and possessor the said Sri Gautam Mandal, son of Sri Meghnath Mandal herein mutated his name in the Office of the Rajpur Sonarpur Municipality in respect of the Schedule “A” below mentioned property known, numbered and described as Municipal Holding No.355, Garagacha, being Ward No.01, in the District of South 24 Parganas and has been seizing,

possessing and enjoying the same by on paying the rates and taxes to the Authority concerned regularly.

AND WHEREAS Sri Jnanotosh Bhandary, the present owner purchased the said **ALL THAT** piece and parcel of Shali land measuring more or less 4 (Four) Cottahs 0(Zero) Chittak 02 (Two) Square Feet, lying and situate under Mouza Garagacha, J.L. No.45, Pargana Khaspur, Touzi No.56, Revenue Survey No.41, being C.S. Dag No.98, under C.S. Khatian No.48, relating to R.S. Dag No.100, R.S. Khatian No.32, L.R. Dag No. 107, L.R. Khatian No.09, Post Office Garia, under Police Station Sonarpur, within the ambits of Rajpur Sonarpur Municipality, Holding No.355, Garagacha, being Ward No.01, Additional District Sub Registry Office at Garia (formerly Sonarpur), District Sub Registry Office at Alipore, in the District of South 24-Parganas, including all right of ingress and egress over the Road and all easement rights and all trees on the said land from said Sri Gautam Mandal, son of Sri Meghnath Mandal by way of a Deed of Conveyance dated 8th day of April, 2016 which was registered before D.S.R.-IV, Alipore, South 24 Parganas and recorded in Book No.I, Volume No. 1604-2016, pages from 60061 to 60090, being no. 160402189 for the year 2016.

AND WHEREAS present owner mutated her name in B.L. & L.R.O. being L.R. Khatian No 597, L.R. Dag No. 107 and also mutated his name in Rajpur Sonarpur Municipality, being Holding No. 355, Ward No. 1 and also converted the said shali land to bastu land vide conversation Case no. CN/2021/1615/1394.

AND WHEREAS now the Owner herein seized and possessed **ALL THAT** piece and parcel of land measuring more or less 4 (Four) Cottahs 0(Zero) Chittak 02 (Two) Square Feet, lying and situate under Mouza Garagacha, J.L. No.45, Pargana Khaspur, Touzi No.56, Revenue Survey No.41, being C.S. Dag No.98, under C.S.

Khatian No.48, relating to R.S. Dag No.100, R.S. Khatian No.32, L.R. Dag No. 107, L.R. Khatian No.09, at present L.R. Khatian No 597, Post Office Garia, under Police Station Sonarpur, within the ambits of Rajpur Sonarpur Municipality, Holding No.355, Garagacha, being Ward No.01, Additional District Sub Registry Office at Garia (formerly Sonarpur), District Sub Registry Office at Alipore, in the District of South 24-Parganas, which is more particularly described in the **SCHEDULE "A"** hereunder written and otherwise well and sufficiently entitled free from all encumbrances, charges, liens, etc and the title of the owner in and over the said land is absolutely clear, marketable and free of all encumbrances whatsoever.

AND WHEREAS Owner/Vendor has represented that he is desirous of developing the land for construction of a G+three storied Residential building but are at present due to short of funds to initiate the process of doing the same. The First Party stated inter alia that he is desirous of constructing the above said building for his own residential purpose but do not possess the financial means to do the same. He also represented that he is in requirement of financial assistance for his own personal need and as want to dispose of the excess floor area which can be constructed in the land as described in Schedule-A herein below and the Owner is now desirous that the said land be developed by constructing a residential cum Commercial Building thereon by the Developer in accordance with the Plan and to which the Developer has agreed to develop the same on the terms and conditions hereinafter appearing:-

AND WHEREAS the **DEVELOPER** is a reputed Developer of Ownership buildings / flat / apartment, etc. and is interested in developing the **LAND OWNER'S** land and constructing a G+ three storied residential building thereon with the objective to

sell off the Developer allocation of the proposed building according to ratio after satisfying or giving possession to the **LAND OWNER** according to their allocation in the proposed building.

AND WHEREAS the Owner being desirous of developing and exploiting commercially the said premises entered a Development Agreement dated 22.12.2023 duly registered in the office of D.S.R.- III, Alipore, South 24 Parganas and recorded in Book No.I, Volume No. 1603-2023, pages from 561446 to 561498, being no. 160319961 for the year 2023 with Developer by demolishing the existing structure and by constructing a new building thereon accordance with the building plan to be sanctioned by the Rajpur - Sonarpur Municipality.

AND WHEREAS the Developer has prepared a Building plan for the said premises and has submitted the same to the Rajpur - Sonarpur Municipality for sanction and the Rajpur- Sonarpur Municipality accorded its sanction Plan No. **SWS-OBPAS/2207/2022/1330** dated **04/11/2022** and constructed a G+III storied building over the said land in accordance with the said plan.

AND WHEREAS the Purchasers are desirous of owning **ALL THAT** One Flat being No., on the **side** of the **Floor** measuring **Super Built - up area of sq.ft. more or less** i.e. Sq.ft. carpet area, more or less, consisting of of the G+ III storied building together with right, title, interest in undivided proportionate share in land attributed to the flat in a newly constructed building lying and situate under Mouza Garagacha, J.L. No.45, Pargana Khaspur, Touzi No.56, Revenue Survey No.41, being C.S. Dag No.98, under C.S. Khatian No.48, relating to R.S. Dag No.100, R.S. Khatian No.32, L.R. Dag No. 107, L.R. Khatian No.09, at present L.R. Khatian No 597, Post Office Garia, under Police Station Sonarpur

at present Narendrapur, within the ambits of Rajpur Sonarpur Municipality, Holding No.355, Garagacha, being Ward No.01, Additional District Sub Registry Office at Garia (formerly Sonarpur), District Sub Registry Office at Alipore, in the District of South 24-Parganas, West Bengal, more fully described in Second Schedule as mentioned and described hereunder written and herein after referred to as the said Unit.

AND WHEREAS being approached by the Purchasers the Land owner / Developer herein have agreed to sell and the Purchasers have agreed to purchase the said Unit along with undivided proportionate share in the said land fully described in Second Schedule herewith along with the proportionate undivided share in common areas as detailed in the Third Schedule hereunder written at the total consideration amount of **Rs...../- (Rupees)** **only** and an Agreement for Sale has been executed by and between the parties herein.

NOW THIS INDENTURE WITNESSETH that in pursuance of the said Agreement for Sale and in consideration of the sum of total **Rs...../- (Rupees)** **only** towards the cost of land and the cost of construction of flat to the Developer before the execution of these presents (the receipt whereof the Developer do hereby and also by the received here under written admit and acknowledge) and the Vendor and the Developer do hereby absolutely and indefeasibly grant, sell, conveys, transfer assign and assure **ALL THAT** One Flat being No., on the **side** of the **Floor** measuring **Super Built - up area of sq.ft. more or less** i.e. Sq.ft. carpet area, more or less, consisting of of the G+ three storied building together with right, title, interest in undivided proportionate share in land attributed to the flat in a newly constructed building lying and situate under Mouza Garagacha,

J.L. No.45, Pargana Khaspur, Touzi No.56, Revenue Survey No.41, being C.S. Dag No.98, under C.S. Khatian No.48, relating to R.S. Dag No.100, R.S. Khatian No.32, L.R. Dag No. 107, L.R. Khatian No.09, at present L.R. Khatian No 597, Post Office Garia, under Police Station Sonarpur at present Narendrapur, within the ambits of Rajpur Sonarpur Municipality, Holding No.355, Garagacha, being Ward No.01, Additional District Sub Registry Office at Garia (formerly Sonarpur), District Sub Registry Office at Alipore, in the District of South 24-Parganas, more fully and particularly described in the Second Schedule hereto and the Vendor and developer confirms and reversion or reversions remainder or remainders and the rents issues and profits of and in connection with the said undivided share in the said land and the said flat and all the estate, right, title and interest, property claim and demand whatsoever of the Vendor into out of or upon the said undivided share in the said land and the said flat and all other benefits, rights, herein comprised and hereby granted, sold, conveyed, transferred, assigned and assured or expressed or intended so to be and every part or parts thereof respectively **TOGETHER WITH** his and every of his respective rights, liberties and appurtenances whatsoever to the unto the purchase free from all encumbrances, trusts, charges, liens and attachments whatsoever **AND ALSO TOGETHER WITH** all easement or quasi easements and other stipulations and provisions in connection with the beneficial use and enjoyment of the undivided share in the said land and the said flat and in common with other co-Owner of the building **TO HAVE AND TO HOLD** the said undivided share in the said land and the said flat and all other benefits, privileges and rights hereby granted, sold, conveyed, transferred, assigned and assured and every part or parts thereof absolutely and forever and subject to the Purchasers covenant contained hereunder written **AND ALSO** subject to the Purchasers paying and discharging all taxes and impositions on the said flat wholly and the common expenses proportionately and all other

outgoing in connection with the said flat wholly and the said building and the said land in particular and the common portions proportionately with effect from the date of possession.

THE VENDOR AND DEVELOPER DO HEREBY COVENANT WITH THE PURCHASERS AS FOLLOWS:-

1) The interest which the Vendor and developer both thereby profess to transfer subsists and that the Vendor had good right, full power absolute authority and indefeasible title to grant, sell, convey, transfer assign and assure unto the Purchasers the said undivided share of the land together with the benefits and rights in the manner aforesaid and the Vendor have not any time hereto before done omitted, committed knowingly suffered or been partly to any act deed or thing whereby the said unit or any part thereof may be impeached and encumbered or whereby the Vendor may be prevented from granting selling conveying transferring assigning or assuring the said unit together with the benefits and rights hereby granted unto the Purchasers.

2) It shall be lawful for the Purchasers from time to time and at all times hereafter to quietly enter into and upon and to hold use and enjoy the said flat and every part thereof and to receive, rents, issues and profits thereof without any interruption disturbances claim or demand whatsoever from or by the Vendor and developer or any person or persons claiming through under or in trust for them or any of them and freed discharged and cleared from or otherwise by the Vendor and developer stated harmless and indemnified against all manner or encumbrances whatsoever created occasioned or made by the Vendor save only these as are expressly mentioned therein.

3) The Vendor and developer and every person or persons having or lawfully claiming any estate, right, title or interest into or

upon the said land through under or in trust for them or any of them shall and will from time to time and at all times hereafter upon every reasonable request and at the cost of the Purchasers made do acknowledge execute and perfect all such further and or other lawful and reasonable acts, deeds, matters and things whatsoever for further better and more perfectly assuring the said unit and rights hereby granted and sold unto the Purchasers and in the manner aforesaid.

THE PURCHASERS DOTH HEREBY COVENANT WITH THE
VENDOR as follows:-

1) To observe fulfill and perform the covenants hereunder written including those for the common purposes mentioned and described in the third Schedule hereunder written and shall regularly and punctually pay and discharge all taxes and expenses and all other outgoings in connection with the said land and the building and in particularly the common portions proportionately from the date of possession.

SCHEDULE – “A” ABOVE REFERRED TO
(DESCRIPTION OF THE SAID LAND)

ALL THAT piece and parcel of land measuring more or less 4 (Four) Cottahs 0(Zero) Chittak 02 (Two) Square Feet, along with a G + III storied building standing thereon, lying and situate under Mouza Garagacha, J.L. No.45, Pargana Khaspur, Touzi No.56, Revenue Survey No.41, being C.S. Dag No.98, under C.S. Khatian No.48, relating to R.S. Dag No.100, R.S. Khatian No.32, L.R. Dag No. 107, L.R. Khatian No.09, at present L.R. Khatian No 597, Post Office Garia, under Police Station Sonarpur at present Narendrapur, within the ambits of Rajpur Sonarpur Municipality, Holding

No.355, Garagacha, being Ward No.01, Additional District Sub Registry Office at Garia (formerly Sonarpur), District Sub Registry Office at Alipore, in the District of South 24-Parganas, including all right of ingress and egress over the Road and all easement rights and all trees on the said land and butted and bounded as follows:

ON THE NORTH : R.S. Dag no. 90.
ON THE SOUTH : 12' feet wide Municipal Road.
ON THE EAST : Part of R.S. Dag no. 100.
ON THE WEST : Part of R.S. Dag no. 100.

THE SECOND SCHEDULE ABOVE REFERRED TO
(FLAT)

ALL THAT One Flat being No., on the **side** of the **Floor** measuring **Super Built - up area of** **sq.ft. more or less** i.e. Sq.ft. carpet area, more or less, consisting of of the G+ three storied building together with right, title, interest in undivided proportionate share in land attributed to the flat in a newly constructed building lying and situate under Mouza Garagacha, J.L. No.45, Pargana Khaspur, Touzi No.56, Revenue Survey No.41, being C.S. Dag No.98, under C.S. Khatian No.48, relating to R.S. Dag No.100, R.S. Khatian No.32, L.R. Dag No. 107, L.R. Khatian No.09, at present L.R. Khatian No 597, Post Office Garia, under Police Station Sonarpur at present Narendrapur, within the ambits of Rajpur Sonarpur Municipality, Holding No.355, Garagacha, being Ward No.01, Additional District Sub Registry Office at Garia (formerly Sonarpur), District Sub Registry Office at Alipore, in the District of South 24-Parganas, with enjoyment of common rights, benefits facilities and easement attributable to the flat. The said flat hereby delineated in border **RED** in the **MAP** or PLAN annexed herewith to be treated as a part of this Deed.

THE THIRD SCHEDULE ABOVE REFERRED TO
(DESCRIPTION OF THE COMMON AREAS)

1. Staircase on all floors, staircase landing on all floors.
2. Common passage from the main road to the Building.
3. Water pump, water tank and other plumbing installation and overhead tank.
4. Drainage and sewers and septic tank and septic pit.
5. Boundary walls and main gates.
6. Such other fittings and fixtures which are being used commonly for the common purposes or needed for using the individual facilities/amenities.
7. Electrical Power.
8. Roof and meter room.

THE FOURTH SCHEDULE ABOVE REFERRED TO
(DESCRIPTION OF THE COMMON EXPENSES)

1. The expenses of maintaining, repairing, redecorating, renewing the main structure roof and in particular the drainage system sewerage system, rain water discharge arrangement, water electricity supply system to all common areas in mentioned in **THIRD SCHEDULE** hereinbefore.
2. The expenses of repairing, maintaining, painting the main structure outer walls and common areas of the Building.
3. The costs of cleaning and lighting the entrance of the Building and the passage and spaces around the Building

lobby, staircase and other common areas.

4. Salaries of all persons and other expenses for maintaining the said building.
5. Municipal taxes, water taxes, insurance premium and other taxes and other outgoings whatsoever as may be applicable and/or payable as the said building.
6. Such other expenses as may be necessary for or incidental in the maintenance and upkeepment of the premises and the common facilities and amenities.

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

SIGNED, SEALED & DELIVERED

By the parties at Kolkata in the Presence of:

WITNESSES:

1.

**AS CONSTITUTED ATTORNEY OF
SRI JNANOTOSH BHANDARY**

SIGNATURE OF THE LAND OWNER

2.

SIGNATURE OF THE DEVELOPER

SIGNATURE OF THE PURCHASER

Drafted by me :

Advocate
Alipore Judges Court
Kolkata – 700027

MEMO OF CONSIDERATION

RECEIVED of and from within named Purchaser the within mentioned sum of **Rs...../- only** being the total consideration money mentioned above as per Memo below.

MEMO

_____ **Total Rs...../-** _____

(Rupees) only

WITNESSES:

1.

2.

For TRANS LOG INTEGRATED SERVICES PVT LTD
Paritosh Bhandary
Director

SIGNATURE OF THE DEVELOPER