

DEED OF CONVEYANCE

THIS DEED OF CONVEYANCE is made this the day of
....., 2022

BETWEEN

(1) DR. MRINAL KANTI CHAKRABARTI (PAN - ABWPC6225A) & (AADHAAR NO. 5484 3439 0198), son of Late Priti Ranjan Chakrabarti, by faith - Hindu, by Occupation - Retired from service, by Nationality - Indian, residing at 89, Garia Park, Kolkata - 700084, Post Office - Garia, Police Station - Patuli, District - South 24 Parganas, West Bengal;

Contd ... P/2.

(2) SMT. GOURI ROY (PAN - BGSPR2953L) & (AADHAAR NO. 5154 6088 2851), wife of Sri Sankar Roy, daughter of Late Priti Ranjan Chakrabarti, by faith - Hindu, by Occupation - Housewife, by Nationality- Indian, residing at 53/2, P.K. Ray Choudhury Lane, Ahana Apartment, Block - A, Flat - 4C, P.O. - B Garden, P.S. - A.J.C. Bose Botanical Garden, PIN - 711103, District - Howrah;

For SURAKHA CONSTRUCTION
Smita Saha Samir Saha
Partner Partner

For SURAKHA CONSTRUCTION
Smita Saha Samir Saha
Partner Partner

(3) **SMT. JHARNA DAS** (PAN - AVHPD0761D) & (AADHAAR NO. 7108 0563 8889), wife of Late Dipak Kumar Das, by faith - Hindu, by occupation Retired from service, by Nationality & Citizenship - Indian, residing at F-1/160, Purbi Co-Operative Housing Society, Flat No. 7, B.P. Township, Kolkata - 700094, P.O.- Garia, P.S - Patuli, District - 24 Parganas (South), West Bengal;

(4) **SRI AMITAVA MONDAL** (PAN -ANDPM9506H) & (AADHAAR NO. 6609 5952 0112), son of Late Samarendra Nath Mondal, by faith - Hindu, by occupation - Business, by Nationality & Citizenship - Indian, residing at 132, Garfa Main Road, Lalgate, Kolkata - 700078, P.O.- Haltu, P.S - Garfa, District - 24 Parganas (South), West Bengal;

(5) **SMT. SARMISTHA MONDAL** (PAN - CECPM4145J) & (AADHAAR NO. 5717 1142 0576), wife of Sri Amitava Mondal, by faith - Hindu, by occupation Housewife, by Nationality & Citizenship - Indian, residing at 132, Garfa Main Road, Lalgate, Kolkata - 700078, P.O.- Haltu, P.S - Garfa, District - 24 Parganas (South), West Bengal;

(6) **MR. ASHUTOSH DAS** (PAN - AKVPD7881R) & (AADHAAR NO. 313662119512), son of Late Harish Chandra Das, by Nationality - Indian, by faith - Hindu, by occupation - Business, residing at 5, New Santoshpur Main Road, Post Office - Santoshpur, Police Station - Survey Park, Kolkata - 700075;

(7) **MR. MANOTOSH DAS** (PAN - ADQPD6653F) & (AADHAAR NO. 498089653599), son of Late Harish Chandra Das, by Nationality - Indian, by faith - Hindu, by occupation - Service, residing at 452, Rajapur (West), Swami Vivekananda Road, Post Office and Police Station - Jadavpur, Kolkata - 700032;

(8) **MR. SURAJIT KUMAR DAS** (PAN - AGIPD7140G) & (AADHAAR NO. 866057269241), son of Late Harish Chandra Das, by Nationality - Indian, by faith - Hindu, by occupation - Govt. Service, residing at 242, A.J.C. Bose Road, Flat No. C-4, Post Office - Gokhel, Police Station - Bhowanipur, Kolkata - 700020; and

(9) **MRS. BASANA DAS** (PAN - ARBPD9095L) & (AADHAAR NO. 720395406453), wife of Late Baidyanath Das, by Nationality - Indian, by faith - Hindu, by occupation - Retired from Govt. Service, residing at 24, Lake East 3rd Road, Flat No. 6, Post Office - Santoshpur, Police Station - Survey Park, Kolkata - 700075;

hereinafter called and referred to as the "**VENDORS/ LAND OWNERS**" (which terms or expressions shall, unless excluded by or repugnant the subject or context, be deemed to mean and include their heirs, executors, administrators, successors, legal representative and/ or assigns) of the **FIRST PART**, being represented by their true and lawful constituted Attorney, **SURAKHA CONSTRUCTION** (PAN : ACGFS2283P), a partnership firm having its office at Surakha Apartment, Ground Floor, 492, Madhya Balia, Balia Main Road, Post Office - Garia, Police Station - Sonarpur now Narendrapur, Kolkata - 700084, being represented by its partners namely (1) **SRI SURATH SARDAR** (PAN :

For SURAKHA CONSTRUCTION

Partner

Partner

AQQPS5976F), son Late Mahim Sardar, (2) **SRI SAMIR SARDAR (PAN : DOBPS7793A)**, son of Sri Surath Sardar, both Nationality - Indian, by faith - Hindu, by occupation - Business, both presently residing at "Rekha Neer", 37, Nafar Chandra Naskar Road, Post Office - Garia, Police Station - Sonarpur now Narendrapur, Kolkata - 700084.

AND

SURAKHA CONSTRUCTION (PAN : ACGFS2283P), a partnership firm having its office at Surakha Apartment, Ground Floor, 492, Madhya Balia, Balia Main Road, Post Office - Garia, Police Station - Sonarpur now Narendrapur, Kolkata - 700084, being represented by its partners namely (1) **SRI SURATH SARDAR (PAN : AQQPS5976F)**, son Late Mahim Sardar, (2) **SRI SAMIR SARDAR (PAN : DOBPS7793A)**, son of Sri Surath Sardar, both Nationality - Indian, by faith - Hindu, by occupation - Business, both presently residing at "Rekha Neer", 37, Nafar Chandra Naskar Road, Post Office - Garia, Police Station - Sonarpur now Narendrapur, Kolkata - 700084, hereinafter called referred to as the "**DEVELOPER/ CONFIRMING PARTY**" (which terms or expressions shall, unless excluded by or repugnant to the context or subject, be deemed to mean and include its successors-in-office, administrators, legal representatives and/or assigns) of the **SECOND PART.**

A N D

1), Son/ wife of Mr., and 2), son/ wife of, both by Nationality - Indian, by faith - Hindu, by occupation -, residing at, Mobile No., hereinafter called and referred to as the "**PURCHASERS**" (which terms or expressions shall, unless excluded by or repugnant to the subject or context, be deemed to mean and include their heirs, executors, administrators, successors, legal representatives and/ or assigns) of the **THIRD PART.**

For SURAKHA CONSTRUCTION
Surath Sardar *Samir Sardar*
Partner Partner

The Land Owners, Developer and Purchasers shall hereinafter collectively be referred to as the "parties" and individually as a "party".

A. DEFINITIONS - For the purpose of this Deed of Conveyance, unless the context otherwise requires -

(a) **ARCHITECT** - shall mean such person or persons who may be appointed by the Developer as the Architect for the said Project;

(b) **ASSOCIATION** - shall mean an Association of Purchasers in the Project duly formed by the Promoter under the provisions of West Bengal Apartment Ownership Act, 1972 or any other similar Act applicable thereto;

(c) **CARPET AREA** - shall mean the net usable floor area of an apartment excluding the area covered by the external walls, area under services. Shafts, exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by the internal partition walls of the apartment.

(d) **BUILT UP AREA** : shall mean the aggregate of : (i) the Carpet Area of the Apartment, (ii) the area of the Balcony(ies)/Deck(s)/Verandah(s)/ which exclusively comprise a part of the Apartment, (iii) the niches, Cup Board and (iv) areas under the services' shafts within the apartment and external walls of the Apartment, all as computed by the Architect.

(e) **SUPER BUILT UP AREA** : shall mean and include the total built up area forming part of the said flat plus such percentage attributable thereto for the common parts and portions as determined by the Architect at its sole discretion, and the decision of the Architect shall be final and binding on the Parties.

(f) **BUILDING/ NEW BUILDING** - shall mean the new residential buildings under construction at the said Land for the time being, the complex being named "**PRATIVA GRANDS**", containing several independent and self contained flats/apartments, parking spaces and other constructed areas;

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Partner Partner

(g) **APARTMENT** - shall mean **Apartment/Flat No. (Type BHK) containing sq. ft. super built up area (i.e. sq. ft. carpet area or sq. ft. built up area), be the same a little more or less, on the side in the Floor in Block - of the project known as "PRATIVA GRANDS"** (hereinafter called the 'unit') more fully and particularly described in the **Second Schedule** hereunder written together with the prorata share in the Common Areas and the Common Installations to be used in common with the other purchasers;

(h) **CONSIDERATION MONEY** - shall mean total price of the aforesaid apartment/unit.

(i) **COMMON AREAS AND INSTALLATIONS**- shall mean and include the areas, as mentioned in **Part I** of the **Third Schedule** hereunder written;

(j) **COMMON MAINTENANCE EXPENSES** - shall mean and include all expenses for maintenance, management, upkeep and administration of the Common Areas and Common Installations and for rendition of common services in common to the Purchasers as mentioned in the **Part - I of the Third Schedule** hereunder written and all other expenses for the Common Purpose to be contributed, borne, paid and shared by the purchasers specifically described in the Fourth Schedule;

(k) **COMMON PURPOSES** - shall mean and include the purpose of managing, maintaining and up keeping the said Project as a whole in particular the Common Areas, Common Installations, rendition of common services in common to the purchasers, collection and disbursement of the Common Expenses and administering and dealing with the matters of common interest of the Purchasers and relating to their mutual rights and obligations for the beneficial use and enjoyment of their respective Apartments exclusively and the Common Areas, Common Installations of the Building and the Project in common.

(l) **PLAN** - shall mean the sanctioned plan of Rajpur- Sonarpur Municipality having **Building Permit No. 237/CB/03/50 dated 30.04.2022** duly sanctioned by the Rajpur- Sonarpur Municipality for construction of residential Project comprising of one block having Ground + Three storied consisting of self contained independent apartments, and the car parking spaces whether open or covered within the said Project and the

For SURAKHA CONSTRUCTION
Sumit Salunke *Ganesh Salunke*
Partner Partner

Common Areas and Common Installations thereto upon the said Land or on the part thereof to be known as "**PRATIVA GRANDS**".

(m) **PROJECT/COMPLEX** - shall mean the residential building complex to be known as "**PRATIVA GRANDS**" comprising of self contained independent apartments, and the car parking spaces whether open or covered within the complex and the Common Areas, Common Installations to be constructed by the Developer/Promoter in terms of the Plan on the said land or on the part thereof.

(n) **SAID LAND - ALL THAT** piece and parcel of **Bastu Land** more fully and particularly described in the **Part -VIII of First Schedule** hereunder written..

(o) **SAID SHARE** - shall mean undivided proportionate indivisible impartible share in the said land in the Project attributable to the apartment agreed to be purchased hereunder by the Purchaser(s).

(p) **SERVICE INSTALLATIONS** - shall comprise of sewers, drains, channels, pipes, water courses, gutters, main wires, cables, conduits, aerials, tanks, and soak ways and any other apparatus for the supply of water, electricity, telephone or television signals or for the disposal of foul or surface water.

B. INTERPRETATION

- i. Reference to a person includes a reference to a corporation, firm, association or other entity and vice versa.
- ii. Words in singular shall include the plural and vice versa.
- iii. Reference to a gender includes a reference to all other genders.
- iv. A reference to any legislation, enactment, statutory provision or to any provision of any legislation shall be a reference to it as it may have been, or may from time to time be, amended, modified, consolidated or re-enacted;
- v. Any reference to an Article, Recital, Clause, Annexure or Schedule shall be deemed to be a reference to an article, recital, clause, annexure or schedule of this Deed of Conveyance;

For SURAKHA CONSTRUCTION
 
Partner Partner

vi. The headings used herein are inserted only as a matter of convenience and for ease of reference and shall not affect the construction or interpretation of Deed of Conveyance; and

vii. Words and expressions not defined herein but defined in the Act, shall have their meanings ascribed in the Act.

C. Description of ownership :
DESCRIPTION OF OWNERSHIP :

WHEREAS on 29.07.1960 one **Binod Behari Naskar alias Binay Krishna Naskar**, sold, transferred and conveyed **ALL THAT** piece and parcel of Shali land measuring **72½ decimals out of 1 Acre 45 Satak** of land, lying and situated at **R.S. Dag No. 169** appertaining to R.S. Khanda Khatian No. 430 arising from Khatian No. 244 corresponding to C.S. Dag No. 153, C.S. Khatian No. 192 of **Mouza - Panchpota**, J.L. No. 42, R.S. No.11, Touzi No. 250, Pargana - Medanmalla, P.S. - Sonarpur, District - 24 Parganas now South 24 Parganas TOGETHERWITH with all easement rights appurtenant thereto free from all encumbrances whatsoever to one **Prativa Chakrabarty**, wife of Priti Ranjan Chakraborty which was registered in the Office of the Sub Registrar of Baruipur and therein recorded as Book No. I, Volume No. 82, Pages from 239 to 241, being Deed No. 7440 for the year 1960.

AND WHEREAS after the purchase of the aforesaid 72½ decimals of land, the said 72½ decimals of land was mutated in the R.S. Settlement Records as **72 Decimals** of Land in the name of said **Prativa Chakrabarty**.

AND WHEREAS the said R.S. Dag No. 169 was renumbered as L.R. Dag Nos. 184 and 185 in L.R. Settlement.

AND WHEREAS in the L.R. Settlement Record, the said total **72 decimals** of land was recorded in the name of said **Prativa Chakrabarty** in respect of two L.R. Plots, bearing L.R. Plot No. 184 and L.R. Plot No. 185. Land measuring with a total area of **54 decimals** was recorded in respect of **L.R. Dag No. 184**, classification being Shali and Land measuring with a total area of **18 decimals** was recorded in respect of **L.R. Dag No. 185**, classification being Bastu. The aforesaid **54 decimals** of land and **18 decimals** of land, in **total** measuring **72 decimals** of land was recorded under **L.R. Khatian No. 238** in the name of said **Prativa Chakrabarty**.

AND WHEREAS on 25.06.1982 the said **Prativa Chakrabarty** gifted and conveyed **ALL THAT** piece and parcel of Shali land measuring **7 Decimals** out of said **72 Decimals** of land, lying and situated at **R.S. Dag No. 169** appertaining to R.S. Khanda Khatian No. 430 arising from Khatian No. 244 corresponding to C.S. Dag No. 153, C.S. Khatian No. 192 of **Mouza - Panchpota**, J.L. No. 42, R.S. No.11, Touzi No. 250, Pargana - Medanmalla, P.S. - Sonarpur, District - 24 Parganas now South 24 Parganas

For SURAKHA CONSTRUCTION

Partner Partner

TOGETHERWITH with all easement rights appurtenant thereto free from all encumbrances whatsoever to her son, named; **Sri Tushar Kanti Chakrabarti**, by virtue of Bengali Gift Deed which was registered in the Office of the Sadar Registration, Alipore, 24 Parganas and therein recorded as Book No. I, Volume No. 205, Pages from 268 to 272, being Deed No. 8599 for the year 1982.

AND WHEREAS on 25.06.1982 the said **Prativa Chakrabarty** gifted and conveyed **ALL THAT** piece and parcel of Shali land measuring **7 Decimals** out of said **72 Decimals** of land, lying and situated at **R.S. Dag No. 169** appertaining to R.S. Khanda Khatian No. 430 arising from Khatian No. 244 corresponding to C.S. Dag No. 153, C.S. Khatian No. 192 of **Mouza - Panchpota**, J.L. No. 42, R.S. No.11, Touzi No. 250, Pargana - Medanmalla, P.S. - Sonarpur, District - 24 Parganas now South 24 Parganas TOGETHERWITH with all easement rights appurtenant thereto free from all encumbrances whatsoever to her husband, named; **Sri Priti Ranjan Chakraborty**, by virtue of Bengali Gift Deed which was registered in the Office of the Sadar Registration, Alipore, 24 Parganas and therein recorded as Book No. I, Volume No. 205, Pages from 273 to 276, being Deed No. 8600 for the year 1982.

AND WHEREAS on 25.06.1982 the said **Prativa Chakrabarty** gifted and conveyed **ALL THAT** piece and parcel of Shali land measuring **7 Decimals** out of said **72 Decimals** of land, lying and situated at **R.S. Dag No. 169** appertaining to R.S. Khanda Khatian No. 430 arising from Khatian No. 244 corresponding to C.S. Dag No. 153, C.S. Khatian No. 192 of **Mouza - Panchpota**, J.L. No. 42, R.S. No.11, Touzi No. 250, Pargana - Medanmalla, P.S. - Sonarpur, District - 24 Parganas now South 24 Parganas TOGETHERWITH with all easement rights appurtenant thereto free from all encumbrances whatsoever to her son, named, **Dr. Mrinal Kanti Chakrabarti**, by virtue of Bengali Gift Deed which was registered in the Office of the Sadar Registration, Alipore, 24 Parganas and therein recorded as Book No. I, Volume No. 205, Pages from 277 to 280, being Deed No. 8601 for the year 1982.

AND WHEREAS the said **Prativa Chakrabarty** sold and conveyed **ALL THAT** piece and parcel of Shali land measuring **8.25 Decimals Shali land** out of said **72 Decimals** of land, lying and situated at **R.S. Dag No. 169** appertaining to R.S. Khanda Khatian No. 430 arising from Khatian No. 244 corresponding to C.S. Dag No. 153, C.S. Khatian No. 192 of **Mouza - Panchpota**, J.L. No. 42, R.S. No.11, Touzi No. 250, Pargana - Medanmalla, P.S. - Sonarpur, District - 24 Parganas now South 24 Parganas TOGETHERWITH with all easement rights appurtenant thereto free from all encumbrances whatsoever to one Narayan Chakraborty by virtue of a Deed of Sale registered in the Office of the Sub-Registrar, Sonarpur, 24 Parganas and therein recorded as Book No. I, Volume No. 70, Pages from 55 to 59, being Deed No. 4371 for the year 1982. (It is to be noted that this property is not included in this Deed of Amalgamation.)

For SURAKHA CONSTRUCTION

Partner Partner

AND WHEREAS the said **Prativa Chakrabarty** sold, transferred and conveyed **ALL THAT** piece and parcel of Shali land measuring **4 Cottahs 10 Chittacks 12 sq. ft. [equivalent to 7.67 Decimals]** out of said **72 Decimals** of land, lying and situated at **R.S. Dag No. 169** appertaining to R.S. Khanda Khatian No. 430 arising from Khatian No. 244 corresponding to C.S. Dag No. 153, C.S. Khatian No. 192 of **Mouza - Panchpota**, J.L. No. 42, R.S. No.11, Touzi No. 250, Pargana - Medanmalla, P.S. - Sonarpur, District - 24 Parganas now South 24 Parganas TOGETHERWITH with all easement rights appurtenant thereto free from all encumbrances whatsoever to **Dr. Apurba Kumar Bandyopadhyay**, by virtue of Bengali Bikroy Kobala executed on 28.06.1982 and registered on 29.06.1982 at the Office of the Sub-Registrar, Sonarpur and therein recorded as Book No. I, Volume No. 70, Pages from 60 to 71, being Deed No. 3472 for the year 1982.

AND WHEREAS after purchasing the aforesaid land, said **Dr. Apurba Kumar Bandyopadhyay** mutated his name in respect of the aforesaid land in the L.R. Settlement Record under **L.R. Khatian No. 2265 in L.R. Dag No. 184** corresponding to R.S. Dag No. 169 of Mouza - Panchpota.

AND WHEREAS on 27.09.2012, the said **Dr. Apurba Kumar Bandyopadhyay**, son of Late Mrityunjoy Bandyopadhyay, sold, transferred and conveyed **ALL THAT** piece and parcel of Shali land measuring **2 Cottahs 5 Chittacks 6 sq. ft. [equivalent to 3.835 decimals]**, be it a little more or less, lying and situated at **L.R. Dag No. 184** under L.R. Khatian No. 2265 corresponding to **R.S. Dag No. 169** under R.S. Khanda Khatian No. 430 of **Mouza - Panchpota**, J.L. No. 42, R.S. No.11, Touzi No. 250, Pargana - Medanmalla, P.S. - Sonarpur, District South 24 Parganas TOGETHERWITH with all easement rights appurtenant thereto free from all encumbrances whatsoever to **Smt. Jharna Das**, by virtue of Sale Deed which was registered in the Office of the D.S.R. - IV, Alipore, South 24 Parganas and therein recorded as Book No. I, CD Volume No. 26, Pages from 215 to 230, being Deed No. 07771 for the year 2012.

AND WHEREAS by virtue of aforesaid Deed, being Deed No. 07771 for the year 2012, the said **Smt. Jharna Das, the Owner No. 3 herein** has become owner of land measuring about **2 Cottahs 5 Chittacks 6 sq. ft. [equivalent to 3.835 decimals]** and in the records of the concerned Land and Land Reforms Office, the aforesaid land is recorded as **4 decimals** of land in the name of **Smt. Jharna Das** under **L.R. Khatian No. 3365** appertaining to **L.R. Dag No. 184** of **Mouza - Paanchpota** and she has been in possession and enjoyment of the said property by paying Khajna to the concerned authority and also she got mutated the said property in her name in the department of Rajpur - Sonarpur Municipality and paid municipal taxes under Holding No. 2409, Panchpota, Ward No. 3 of the Rajpur - Sonarpur Municipality. The said property specifically described in the **Part - II of FIRST SCHEDULE** hereunder written.

For SURAKHA CONSTRUCTION

Partner Partner

AND WHEREAS on 13.02.2013, the said **Dr. Apurba Kumar Bandyopadhyay**, son of Late Mrityunjay Bandyopadhyay, sold, transferred and conveyed **ALL THAT** remaining piece and parcel of Shali land measuring **2 Cottahs 5 Chittack 6 sq.ft. [equivalent to 3.835 decimals]**, be it a little more or less, lying and situated at **L.R. Dag No. 184** under L.R. Khatian No. 2265 corresponding to **R.S. Dag No. 169** under R.S. Khanda Khatian No. 430 of **Mouza - Panchpota**, J.L. No. 42, R.S. No.11, Touzi No. 250, Pargana - Medanmalla, P.S. - Sonarpur, District South 24 Parganas **TOGETHERWITH** with all easement rights appurtenant thereto free from all encumbrances whatsoever to **Sri Amitava Mondal** and **Smt. Sarmistha Mondal**, by virtue of Sale Deed which was registered in the Office of the D.S.R. - IV, Alipore, South 24 Parganas and therein recorded as Book No. I, CD Volume No. 6, Pages from 521 to 535, being Deed No. 01157 for the year 2013.

AND WHEREAS by virtue of aforesaid Deed, being Deed No. 01157 for the year 2013, the said **Sri Amitava Mondal** and **Smt. Sarmistha Mondal**, **Owner Nos. 4 and 5** herein have become joint/co-owners of land measuring about **2 Cottahs 5 Chittack 6 sq.ft. [equivalent to 3.835 decimals]** and after becoming owners in the manner stated hereinabove, they got their names mutated in respect of the aforesaid land in the records of the concerned Land and Land Reforms Office. Land measuring **2 decimals** in L.R. Dag No. 184 has been recorded in L.R. Settlement in the name of **Sri Amitava Mondal** under **L.R. Khatian No. 3377** & Land measuring **2 decimals** in L.R. Dag No. 184 has been recorded in L.R. Settlement in the name of **Smt. Sarmistha Mondal** under **L.R. Khatian No. 3378** and they have been peacefully possessing and enjoying the aforesaid land by paying Khajna to the concerned authority.

AND WHEREAS said **Sri Amitava Mondal** and **Smt. Sarmistha Mondal** have got their names recorded in the records of Rajpur-Sonarpur Municipality in respect of the aforesaid property under the ownership of said **Sri Amitava Mondal** and **Smt. Sarmistha Mondal** and paid municipal taxes under Holding No. 2400, Panchpota, Ward No. 3 of the Rajpur - Sonarpur Municipality. The said property is specifically described in the **Part - III of FIRST SCHEDULE** hereunder written.

AND WHEREAS after such transfer by 5 deeds in the year 1982 the said **Prativa Chakrabarty** became the owners of remaining land measuring more or less 35 decimals land in R.S. Dag No. 169 appertaining to R.S. Khanda Khatian No. 430 of Mouza - Panchpota, J.L. No. 42, Pargana - Medanmalla, P.S. - Sonarpur, District - 24 Parganas now South 24 Parganas.

AND WHEREAS the said **Prativa Chakrabarty** died intestate on **12.02.1984**, leaving behind her the following legal heirs and successors, namely; **1) Sri Priti Ranjan Chakraborty (Husband)**, **2) Sri Tushar Kanti Chakrabarti (son)**, **3) Dr. Mrinal Kanti Chakrabarti (son)** and **4) Smt. Gouri Roy (daughter)** and by way of inheritance as

For SURAKHA CONSTRUCTION

Partner Partner

per Hindu Succession Act, 1956 the said heirs of Prativa Chakrabarty became the owners of the said property left by the said Prativa Chakrabarty.

AND WHEREAS the said **Sri Priti Ranjan Chakraborty, Dr. Mrinal Kanti Chakrabarti and Smt. Gouri Roy** jointly sold, transferred and handed over 2 Cottahs 9 Chittaks 1 Sq. ft. land by virtue of a Deed of Sale registered at the office of the Sub-Registrar, Sonarpur South 24 Parganas and recorded in its Book No. I, Volume No. 98, copied at Pages 145 to 151, Being No. 6946 for the year 1993 and 1 Cottah 9 Chittaks 40 Sq. Ft. by virtue of another Deed of Sale registered at the office of the Sub-Registrar, Sonarpur South 24 Parganas and recorded in its Book No. I, Volume No. 98, copied at Pages 166 to 172, Being No. 6949 for the year 1993 altogether measuring **4 Cottahs 2 Chittaks 41 Sq. ft.** Shali land in R.S. Dag No. 169 appertaining to R.S. Khanda Khatian No. 430 of Mouza - Panchpota, J.L. No. 42, Pargana - Medanmalla, P.S. - Sonarpur, District - 24 Parganas now South 24 Parganas from the property inherited by them from Prativa Chakrabarty and the property they got by way of gift from the said Prativa Chakrabarty in favour of **Ashutosh Das, the Owner No. 6 herein.** And since then the said Ashutosh Das, the owners No. 6 herein has been in possession and enjoyment of the said property till now without any hindrance and encumbrance and got mutated the said property in the department of B.L.&L.R.O., Sonarpur and the said property recorded in his name in L.R.R.O.R. as L.R. Dag No. 184 appertaining to **L.R. Khatian No. 3204** of Mouza - Panchpota, J.L. No. 42, Police Station - Sonarpur, Dist. - South 24 Parganas. The said property is specifically described in the **Part - IV of FIRST SCHEDULE** hereunder written.

AND WHEREAS the said **Sri Priti Ranjan Chakraborty, Dr. Mrinal Kanti Chakrabarti and Smt. Gouri Roy** jointly sold, transferred and handed over 2 Cottahs 10 Chittaks 0 Sq. ft. land by virtue of a Deed of Sale registered at the office of the Sub-Registrar, Sonarpur South 24 Parganas and recorded in its Book No. I, Volume No. 98, copied at Pages 152 to 158, Being No. 6947 for the year 1993 and 1 Cottah 9 Chittaks 39 Sq. Ft. by virtue of another Deed of Sale registered at the office of the Sub-Registrar, Sonarpur South 24 Parganas and recorded in its Book No. I, Volume No. 98, copied at Pages 159 to 165, Being No. 6948 for the year 1993 altogether measuring **4 Cottahs 3 Chittaks 39 Sq. ft.** Shali land in R.S. Dag No. 169 appertaining to R.S. Khanda Khatian No. 430 of Mouza - Panchpota, J.L. No. 42, Pargana - Medanmalla, P.S. - Sonarpur, District - 24 Parganas now South 24 Parganas from the property inherited by them from Prativa Chakrabarty and the property they got by way of gift from the said Prativa Chakrabarty in favour of **Monotosh Das, the Owner No. 7 herein.** And since then the said Monotosh Das, the owners No. 7 herein has been in possession and enjoyment of the said property till now without any hindrance and encumbrance and got mutated the said property in the department of B.L.&L.R.O.,

For SURAKHA CONSTRUCTION
 
Partner Partner

Sonarpur and the said property recorded in his name in L.R.R.O.R. as L.R. Dag No. 184 appertaining to **L.R. Khatian No. 3206** of Mouza - Panchpota, J.L. No. 42, Police Station - Sonarpur, Dist. - South 24 Parganas. The said property is specifically described in the **Part - V of FIRST SCHEDULE** hereunder written.

AND WHEREAS the said **Sri Priti Ranjan Chakraborty, Dr. Mrinal Kanti Chakrabarti and Smt. Gouri Roy** jointly sold, transferred and handed over 2 Cottahs 8 Chittaks 3 Sq. ft. land by virtue of a Deed of Sale registered at the office of the Sub-Registrar, Sonarpur South 24 Parganas and recorded in its Book No. I, Volume No. 98., copied at Pages 131 to 137, Being No. 6944 for the year 1993 and 1 Cottah 9 Chittaks 39 Sq. Ft. by virtue of another Deed of Sale registered at the office of the Sub-Registrar, Sonarpur South 24 Parganas and recorded in its Book No. I, Volume No. 98, copied at Pages 173 to 179, Being No. 6950 for the year 1993 altogether measuring **4 Cottahs 1 Chittak 42 Sq. ft.** Shali land in R.S. Dag No. 169 appertaining to R.S. Khanda Khatian No. 430 of Mouza - Panchpota, J.L. No. 42, Pargana - Medanmalla, P.S. - Sonarpur, District - 24 Parganas now South 24 Parganas from the property inherited by them from Prativa Chakrabarty and the property they got by way of gift from the said Prativa Chakrabarty in favour of **Surajit Kumar Das, the Owner No. 8 herein.** And since then the said Surajit Kumar Das, the owner No. 8 herein has been in possession and enjoyment of the said property till now without any hindrance and encumbrance and got mutated the said property in the department of B.L.&L.R.O., Sonarpur and the said property recorded in his name in L.R.R.O.R. as L.R. Dag No. 184 appertaining to **L.R. Khatian No. 3207** of Mouza - Panchpota, J.L. No. 42, Police Station - Sonarpur, Dist. - South 24 Parganas. The said property is specifically described in the **Part - VI of FIRST SCHEDULE** hereunder written.

AND WHEREAS the said **Sri Priti Ranjan Chakraborty, Dr. Mrinal Kanti Chakrabarti and Smt. Gouri Roy** jointly sold, transferred and handed over 2 Cottahs 6 Chittaks 15 Sq. ft. Sali land in R.S. Dag No. 169 appertaining to R.S. Khanda Khatian No. 430 of Mouza - Panchpota, J.L. No. 42, Pargana - Medanmalla, P.S. - Sonarpur, District - 24 Parganas now South 24 Parganas by virtue of a Deed of Sale registered at the office of the Sub-Registrar, Sonarpur South 24 Parganas and recorded in its Book No. I, Volume No. 98, copied at Pages 138 to 144 Being No. 6945 for the year 1993 from the property inherited by them from Prativa Chakrabarty and the property they got by way of gift in favour of **Basana Bala Das alias Basana Das, the Owner No. 9 herein.** And since then the said Basana Bala Das @ Basana Das, Owner No. 9 herein has been in possession and enjoyment of the said property till now without any hindrance and encumbrance and got mutated the said

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Sushil Kumar Partner
Ganesh Kumar Partner

property in the department of B.L.&L.R.O., Sonarpur and the said property recorded in his name in L.R.R.O.R. as L.R. Dag No. 184 appertaining to **L.R. Khatian No. 3205** of Mouza - Panchpota, J.L. No. 42, Police Station - Sonarpur, Dist. - South 24 Parganas. The said property is specifically described in the **Part - VII of FIRST SCHEDULE** hereunder written.

AND WHEREAS subsequently, the said **Priti Ranjan Chakraborty** died intestate on **26.03.2003**, leaving behind him, the said **1) Sri Tushar Kanti Chakrabarti (son), 2) Dr. Mrinal Kanti Chakrabarti (son) and 3) Smt. Gouri Roy (daughter).**

AND WHEREAS subsequently the said **1) Sri Tushar Kanti Chakrabarti, 2) Dr. Mrinal Kanti Chakrabarti and 3) Smt. Gouri Roy** became the owners of following lands by virtue of Gift Deeds and by way of inheritance and properly recorded in L.R.R.O.R. as -

Name	L.R. Khatian No.	Area in L.R. Dag No. 184	Area in L.R. Dag No. 185
Tushar Kanti Chakraborty	3619	9 decimals	6 decimals
Gouri Roy	3620	2 decimals	6 decimals
Mrinal Kanti Chakrabarti	3621	2 decimals	6 decimals
TOTAL		13 decimals	18 decimals

AND WHEREAS by and under seven several deeds of gift registered on 08.03.2017 at the office of the D.S.R. IV, Alipore, South 24 Parganas and recorded in Book No. I, Being Nos. 160401005, 160401009, 160401013, 160401014, 160401015, 160401016, 160401017 for the year 2017 the said Tushar Kanti Chakraborty gifted his aforesaid **9 decimals land in L.R. Dag No. 184** appertaining to **L.R. Khatian No. 3619** of **Mouza - Panchpota**, J.L. No. 42, P.S. - Sonarpur presently Narendrapur, District of South 24 Parganas in favour of his brother the said Mrinal Kanti Chakrabarti and since then the said Mrinal Kanti Chakrabarti became the owner of **11 decimals shali land** in L.R. Dag No. 184 appertaining to L.R. Khatian Nos. 3619 and 3621 of Mouza - Panchpota and and Gouri Roy became the owner of **2 decimals Shali land** in L.R. Dag No. 184 appertaining to L.R. Khatian No. 3620 of Mouza - Panchpota altogether measuring **13 decimals land in L.R. Dag No. 184** appertaining to **L.R. Khatian Nos. 3619, 3621 and 3620** of **Mouza - Panchpota, J.L. No. 42, P.S. - Sonarpur** presently Narendrapur, Dist. - South 24 Parganas.

AND WHEREAS by and under five several deeds of gift registered on 08.03.2017 at the office of the D.S.R. IV, Alipore, South 24 Parganas and recorded in Book No. I, Being Nos. 160401004, 160401010, 160401011, 160401012, 160401477 for the year 2017 the said Tushar Kanti Chakrabarti gifted his aforesaid 6 decimals land in **L.R. Dag No. 185** appertaining to **L.R. Khatian No. 3619** of **Mouza - Panchpota**, J.L. No. 42, P.S. - Sonarpur presently Narendrapur, District of South 24 Parganas in

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Partner Partner

favour of his brother the said Mrinal Kanti Chakrabarti and the said Mrinal Kanti Chakraborty got mutated the said property in the department of B.L. &L.R.O., Sonarpur and as such the said property of L.R. Khatian no. 3619 in corporate in L.R. Khatian No. 4885 in the name of Mrinal Kanti Chakraborty and since then the said **Mrinal Kanti Chakrabarti** became the owner of **12 decimals Bastu land** in **L.R. Dag No. 185 appertaining** to L.R. Khatian Nos. 3619 (presently 4885) and 3621 of Mouza - Panchpota and **Gouri Roy** became the owner of **6 decimals Bastu land** in L.R. Dag No. 185 appertaining to L.R. Khatian No. 3620 of Mouza - Panchpota altogether measuring **18 decimals Bastu land in L.R. Dag No. 185 appertaining to L.R. Khatian Nos. 3619, 3621 and 3620 of Mouza - Panchpota, J.L. No. 42, P.S. - Sonarpur presently Narendrapur, Dist. - South 24 Parganas.**

AND WHEREAS in the manner aforesaid, said **Mrinal Kanti Chakrabarti and Gouri Roy, the owner Nos. 1 and 2** became the owners of **31 decimals** [13 decimals + 18 decimals] of land in **L.R. Dag Nos. 184 and 185** appertaining to **L.R. Khatian Nos. 3619, 3620 and 3621 of Mouza - Panchpota, J.L. No. 42, Police Station - Sonarpur presently Narendrapur, Dist. - South 24 Parganas.** The said property is specifically described in the **Part - I of FIRST SCHEDULE** hereunder written.

AND WHEREAS in the manner aforesaid all the parties being the owners of their respective properties agreed to amalgamate the property into a single property specifically described in the **Part - VIII of FIRST SCHEDULE** hereunder written and stated in the table herein below -

Name	L.R. Khatian No.	Area in L.R. Dag No. 184	Area in L.R. Dag No. 185
Mrinal Kanti Chakrabarti & Gouri Roy	3619 (presently 4885), 3620 & 3621	7K.-13Ch.-39Sft.	10K.-14Ch.-12Sft.
Jharna Das	3365	2K.-5Ch.-6Sft.	-
Amitava Mondal & Sarmistha Mondal	3377 & 3378	2K.-5Ch.-6Sft.	-
Ashutosh Das	3204	4K.-2Ch.-41Sft.	-
Manotosh Das	3206	4K.-3Ch.-39Sft.	-
Surajit Kumar Das	3207	4K.-1Ch.-42Sft.	-
Basana Das	3205	2K.-6Ch.-15Sft.	-
TOTAL DAG WISE		27K.-7Ch.-08Sft.	10K.-14Ch.-12Sft.
ALL TOTAL		38K.-05Ch.-20Sft.	

AND WHEREAS all the land owners being the absolute owners of the aforesaid property specifically described in Part - VIII of First Schedule hereunder written

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Sumit Sarkar Partner
Ganesh Sarkar Partner

jointly entered into a **Development Agreement** with the developer herein which was duly registered at the office of the A.D.S.R., Garia, South 24 Parganas and recorded in Book No. I, Volume No. 1629-2021, Pages from 24662 to 24743, **Being No. 162900459** for the year **2021** for construction of multistoried building at the cost and expenses of the developer with several terms and conditions as contained therein and the land owners also granted a **Development Power of Attorney** for construction of building upon the aforesaid premises and to sell developer's allocation in the said building and the said Power of Attorney was duly registered at the office of the A.D.S.R., Garia, South 24 Parganas and recorded in Book No. I, Volume No. 1629-2021, Pages from 25301 to 25361, **Being No. 162900467** for the year **2021**.

AND WHEREAS by strength of the aforesaid power of attorney the developer executed a **Deed of Amalgamation** of the aforesaid property specifically described in **Part - VIII of First Schedule** hereunder written and the said Deed of Amalgamation was duly registered at the office of the A.D.S.R., Garia, South 24 Parganas and recorded in its Book No. I, Volume No. 1629-2021, Pages from 46483 to 46525, Being No. 162901427 for the year 2021 and the developer got mutated the said property in the assessment record of the Rajpur - Sonarpur Municipality and since then, the said property identified as Municipal **Holding No. 659, PANCHPOTA**, Ward No. 3 of the Rajpur - Sonarpur Municipality.

AND WHEREAS The developer herein has been in construction work of apartment ownership building upon the aforesaid Premises/ Holding being named as "**PRATIVA GRANDS**" consisting of three blocks upon the aforesaid premises as per **approved building plan vide No. 237/CB/03/50 dated 30/04/2022** from the authority of the Rajpur - Sonarpur Municipality and the land owners and the developer entered into a supplementary agreement for specification of their allocation in the proposed building on 3rd July, 2022 and as such they are entitled to sell their respective allocation in the said building as per supplementary agreement.

AND WHEREAS in pursuance of the said Development agreement and aforesaid supplementary agreement and by strength of the aforesaid Power of Attorney for Development after registration of Development Agreement the developer is entitled to sell **Apartment/Flat No. (Type BHK) containing sq. ft. super built up area** (i.e. sq. ft. carpet area or sq. ft. built up area), **be the same a little more or less, on the side in the Floor**

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in Block - of the project known as "PRATIVA GRANDS" (hereinafter called the 'unit') along with undivided proportionate share in land, common parts/ portions, facilities and amenities at the said premises and the developer has absolute right to sell, transfer the same to any person or persons of its/ their choice and to receive entire sale proceeds.

AND WHEREAS the purchasers being desirous of purchasing and/ or owning the said apartment being **Apartment/Flat No. (Type BHK) containing sq. ft. super built up area** (i.e. sq. ft. carpet area or sq. ft. built up area), **be the same a little more or less**, on the side in the **Floor in Block - of the project known as "PRATIVA GRANDS"** upon the aforesaid premises more particularly described in the Second Schedule hereunder written including common interest in the common areas and installations of the building together with undivided proportionate share in land underneath the building comprised in the said premises attributable to the said unit have approached to the developer to purchase the same at total consideration money being sum of **Rs./- (Rupees only)** and the developer has accepted the same and in respect thereof the parties hereto enter into an agreement for sale on, **2023.**

NOW THIS INDENTURE WITNESSETH as follows :

- I. That in pursuance of the said Agreement and in consideration of total sum of **Rs./- (Rupees only)** paid by the Purchasers to the Developer time to time for the cost of the said Unit and the rights and properties appurtenant thereto, the Developer/ Confirming Party by memo of receipt hereunder admits and acknowledges the same and the vendors and the developer forever release, discharge, acquit and exonerate the purchasers the property hereby granted, transferred and conveyed. The vendors doth hereby grant, sell, convey, transfer, assign and assure all rights related to the property and the Developer/Confirming party hereby confirms the same unto and in favour of the Purchasers **ALL THAT**

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apartment being **Apartment/Flat No. (Type BHK) containing**
..... sq. ft. super built up area (i.e. sq. ft. carpet area or
sq. ft. built up area), **be the same a little more or less**, on the
..... **side** in the **Floor in Block - of the project**
known as "PRATIVA GRANDS" specifically described in the FIRST
SCHEDULE hereto TOGETHER WITH undivided proportionate share or
interest in land at the said premises described in the FIRST SCHEDULE and
also the undivided proportionate share or interest in the common parts and/
portions of the Building and also the easements more fully described in PART - I
and II of the THIRD SCHEDULE hereto TOGETHER WITH the right of exclusive
use and enjoyment of all other rights and liberties or at any time hereafter was
situated, butted, bounded, called, known, numbered, described and
distinguished AND ALL THAT the estate right, title, and/ or interest of the
Vendors and the Developer in the aforesaid properties and all deeds, pottahs,
muniments of title whatsoever exclusively relating to the properties aforesaid
TOGETHER WITH common right to roof, all passages, sewers, drains, pipes,
benefits, advantages of all manner or former or other rights, liberties, privileges,
appendages and appurtenances thereto the easements and/ or quasi-easement
and other stipulations and/ or provisions in connection with the beneficial use
and enjoyment of the properties (all hereafter collectively called "the property")
free from all encumbrances and/ or alienation, whatsoever **TO HAVE AND TO**
HOLD the property including the unit and the rights and properties
appurtenant thereto and each and every part thereof unto and to the use of the
purchasers absolutely and forever as heritable and transferable immovable
properties within the meaning of law for the time being in force subject to the
provisions of the West Bengal Apartment Ownership Act, 1972 and the
Declaration and all the Rules and Regulations and the Bye-Laws pursuant to
the provisions of the said Act and also subject to the payment of all revenues,
taxes, assessments, rates, dues and duties now chargeable upon the same or
which may hereafter become payable in respect thereof to the Government of
West Bengal, The Rajpur-Sonarpur Municipality or any other concerned
authorities and subject to the condition that the said flat will be used only for
residential purpose.

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Partner

Partner

II.

II. **THE VENDORS AND THE DEVELOPER DO TH HEREBY COVENANT WITH THE PURCHASERS** as follows :-

- i) That the interest which the vendors hereby professes to transfer, subsists and the vendors have good right, title, full power and absolute authority to grant, sell, convey, transfer, assign and assure the property hereby granted, sold, conveyed, transferred, assigned and assured and the developer hereby confirms the same unto and in favour of the purchasers absolutely and forever.
- ii) That there is no Statutory, Judicial and/ or quasi Judicial restrictions which may prevent the vendors and the Developer from transferring and/ or conveying the said unit and rights and properties appurtenant thereto to the purchasers which is free from all encumbrances.
- iii) That the Vendors have not at any time done or executed or knowingly suffered or been party or privy to any deed, document or writing whereby the property i.e. the said unit and the rights and properties appurtenant thereto or any part or portion thereof can or may be impeached, encumbered or affected in title.
- iv) That the property i.e. the said unit, the undivided proportionate share in land and the rights and interest appurtenant thereto is free from all charges, mortgages, liens, attachments, leases, acquisition, requisition, restrictions, litigation, lispendens, covenants, uses, debottar, trusts, made or suffered by the Vendors or any person or persons arising or lawfully, rightfully and/ or equitably claiming any estate or interest therein from, under or in trust for the Vendors.
- v) That the purchasers shall and may at all times hereafter peacefully and quietly enter upon, hold, occupy, possess and enjoy exclusively the property and also enjoy the facilities commonly with other owners in respect of common areas in the building and every part thereof and/or receive the rents, issue and profits therefrom without any suit, lawful eviction, interruption,

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Partner Partner

disturbance, claims or demands whatsoever from or by the Vendors or any person or persons lawfully claiming or to claim through, under or in trust for the vendors and all persons having or lawfully claiming any estate right or interest whatsoever at law for the property hereby granted, sold, conveyed, expressed so to be by from under or in trust for the Vendors.

- vi) That the Vendors and the Developer shall from time to time and at all times hereafter upon every reasonable request and at the cost of the purchasers make, doth acknowledge, execute and perform all such further and other lawful and reasonable acts, deeds, conveyance, matters and things whatsoever for further betterment or more perfectly assuring and absolutely granting the property and every part thereof hereby granted and sold unto and in favour of the purchasers.
- vii) That the purchasers shall hereafter have the right to get mutated their name in the record of the Rajpur - Sonarpur Municipality, in the record of rights of the Department of Land and Land Reforms or any other authority or authorities concerned as the absolute owners' of the said unit and rights and properties appurtenant thereto and also to pay revenue and the Municipal Rates and Taxes as may be assessed or imposed in respect of the said unit, rights and properties appurtenant thereto.
- viii) That the purchasers shall be entitled to all rights, privileges, vertical and lateral supports, easement, quasi-easements, appendages and appurtenances whatsoever belonging to or in any way appertaining to the said unit or therewith held, used occupied or enjoyed or reputed or known as part and parcel thereof or appertaining thereto which is more fully and particularly mentioned in the Third Schedule.
- ix) That the purchasers shall have the right, full power and absolute authority to grant, sell, convey, transfer, assign, assure, mortgage, gift, Lease, License or let out the said unit and the rights and properties appurtenant thereto of his choice.
- x) AND FURTHER THAT unless prevented by fire or some other irresistible accident the Vendors and the developer shall from time to time and at all times hereafter

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upon every reasonable request and at the cost of the purchasers or at any hearing, suit, in commission, examination or otherwise as occasions shall require the original documents and writings in respect of the premises which the Vendors and/ or the developer, as the case may be, keep all such documents safe, whole unobliterated and uncanceled and shall not use any of such documents for alienating and/ or encumbering the said unit, rights and properties in any manner whatsoever.

III. **THE PURCHASERS DO TH HEREBY COVENANT WITH THE VENDORS AND THE DEVELOPER** as follows :-

- i) The purchasers shall observe, fulfill and perform all the covenants written hereinbefore and hereinafter including those for the common purposes and shall regularly and punctually pay and discharge all taxes and impositions on the said unit wholly and common expenses and all other outgoings proportionately as described in the Fourth Schedule hereunder written.
- ii) Upon separation and/ or mutation of the said unit and the rights and properties appurtenant thereto for the purpose of liability of Municipal rates, taxes and impositions the purchasers shall pay such rates, taxes and impositions as may be assessed in respect of the said unit and the rights and properties appurtenant thereto directly to the Rajpur - Sonarpur Municipality.
- iii) That until such time the said unit and the rights and properties in the building be not separately assessed and/or mutated in respect of Municipal rates and taxes or impositions, the purchasers shall deposit the same to the developer; until the Association is formed by the Developer and for taking over actual maintenance and management of the common parts, the proportionate amount as may be required from time to time towards maintenance and management of the common parts and payments of Municipal rates and taxes, maintenance shall be deposited to the Developer.
- iv) That the Purchasers shall also bear and pay all other taxes and impositions as are levied or may be levied further including multistoried building tax, Urban Land Revenue, if any water tax etc. in respect of the building proportionately.

For SURAKHA CONSTRUCTION

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- v) That the Purchasers shall also be liable to pay the penalty, interests, costs, charges and expenses for and in respect of any such taxes or impositions proportionately, wholly as the case may be in respect of the same be imposed or charged due to the default of the Purchasers in complying with his obligations hereunder convening the payment and/or deposit of amounts towards taxes and impositions reserved hereby or otherwise, the liability of such payment by the Purchasers will accrue with effect from the date of delivery of possession of the said unit and the rights and properties appurtenant thereto by the Developer to the Purchasers.
- vi) The purchasers hereby undertake to enter into Association of flat owners' of the building appurtenant for the purpose of proper management, control of the building, common parts and portions and do all acts, deeds and things as may be necessary or expedient for the common purposes, the purchasers shall co-operate with the other owners of the Association and pay their proportionate share of Municipal rates and taxes along with proportionate share of common expenses.
- vii) The purchasers shall at their own costs and expenses be entitled to repair, addition, alteration, modification, plaster, white washing, painting inside the said flat and shall keep the said flat and every part thereof, fixtures and fittings therein or exclusively for the said flat comprised therein, properly painted and in good repairs and in a neat and clean condition and as a decent and respectable place of residence or any other lawful purposes.
- viii) The purchasers shall have no objection for Common facilities of this building shall be commonly used with the building at Holding No. 658, Panchpota, Ward No. 03 of the Rajpur - Sonarpur Municipality.
- ix) The purchasers shall have no objection if any premises amalgamated with this premises.

For SURAKHA CONSTRUCTION

Partner


Partner

IV. IN CONNECTION WITH THE USE AND ENJOYMENT OF THE SAID UNIT AND COMMON PARTS THEREOF THE PURCHASERS shall not -

- i) interfere with or hinder or obstruct in any manner whatsoever in the construction of the said building or any part thereof as per the approved building plan.
- ii) do anything whereby the Developer is prejudicially affected.
- iii) throw any rubbish or store any article or combustible goods in the common parts.
- iv) carry on any obnoxious, noisy, offensive, illegal or immoral activity in the said unit.
- v) cause any nuisance or annoyance to the co-purchasers and/ or occupants of the other portions of the said building and/ or unit.
- vi) decorate or paint or otherwise alter the exterior wall of the said unit or common parts of the said building in any manner.
- vii) claim any partition or sub-division of the said land or the common parts.
- viii) obstruct the Developer and its surveyors or agents at all reasonable time and upon 24 hours previous notice in writing to the Purchasers to enter upon the said Unit and every part thereof to inspect the state and condition thereof and of all defects, decay and after assessing the repairs required to be carried out, to give notice to the Purchasers to repair the defects within seven days of such notice the repairs/ defects should be made good.
- ix) use or allow user of the unit or any portion thereof for the purpose of restaurant, hotel, school, nursing home, hospital, theatrical performance including video parlour or for carrying on such other similar activities of any manner, save and except the unit for residential purpose.

For SURAKHA CONSTRUCTION
Smith Sahi Samir Sahi
Partner Partner

THE FIRST SCHEDULE ABOVE REFERRED TO

(Description of Land)

PART - I

(i.e. property of owner Nos. 1 and 2)

ALL THAT piece and parcel of **31 decimals land** comprised of **13 decimals shali land i.e. 7K.-13Ch.-39Sft.** Shali Land at **L.R. Dag No. 184** appertaining to **L.R. Khatian Nos. 3619 (presently 4885), 3620 and 3621** and **18 decimals i.e. 10K.-14Ch.-12Sft. land** at **L.R. Dag No. 185** appertaining to **L.R. Khatian Nos. 3619 (presently 4885), 3620 and 3621** corresponding to **R.S. Dag No. 169** under **R.S. Khatian No. 430** arising from Khatian No. 244 and C.S. Dag No. 153, C.S. Khatian No. 192 of **Mouza - Panchpota**, J.L. No. 42, R.S. No.11, Touzi No. 250, Pargana - Medanmalla, P.S. - Sonarpur, District - 24 Parganas now South 24 Parganas, Kolkata - 700152 and **more or less 300 Sq. ft.** residential asbestos shed thereon within the local limits of Ward No. 03 of the Rajpur - Sonarpur Municipality.

PART - II

(i.e. property of Owner No. 3)

ALL THAT piece and parcel of land measuring **more or less 2 Cottahs 5 Chittacks 6 sq. ft.** at **L.R. Dag No. 184** appertaining to **L.R. Khatian No. 3365** corresponding to **R.S. Dag No. 169** under **R.S. Khatian No. 430** arising from Khatian No. 244 and C.S. Dag No. 153, C.S. Khatian No. 192 of **Mouza - Panchpota**, J.L. No. 42, R.S. No.11, Touzi No. 250, Pargana - Medanmalla, P.S. - Sonarpur, District - 24 Parganas now South 24 Parganas, Kolkata - 700152. The said property is within the local limits of Holding No. 2409, Panchpota, Ward No. 03 of the Rajpur - Sonarpur Municipality.

PART - III

(i.e. property of owner Nos. 4 and 5)

ALL THAT piece and parcel of land measuring **more or less 2 Cottahs 5 Chittacks 6 sq. ft.** at **L.R. Dag No. 184** appertaining to **L.R. Khatian Nos. 3377 and 3378** corresponding to **R.S. Dag No. 169** under **R.S. Khatian No. 430** arising from Khatian No. 244 and C.S. Dag No. 153, C.S. Khatian No. 192 of **Mouza - Panchpota**, J.L. No. 42, R.S. No.11, Touzi No. 250, Pargana - Medanmalla, P.S. - Sonarpur, District - 24 Parganas now South 24 Parganas, Kolkata - 700152. The said property is within the local limits of Holding No. 2400, Panchpota, Ward No. 03 of the Rajpur - Sonarpur Municipality.

For SURAKHA CONSTRUCTION

Partner


Partner

PART - IV

(i.e. property of owner No. 6)

ALL THAT piece and parcel of land measuring **more or less 4 Cottahs 2 Chittacks 41 sq. ft.** at **L.R. Dag No. 184 appertaining to L.R. Khatian Nos. 3204** corresponding to **R.S. Dag No. 169** under **R.S. Khatian No. 430** arising from Khatian No. 244 corresponding to C.S. Dag No. 153, C.S. Khatian No. 192 of **Mouza - Panchpota**, J.L. No. 42, R.S. No.11, Touzi No. 250, Pargana - Medanmalla, P.S. - Sonarpur, District - 24 Parganas now South 24 Parganas, Kolkata - 700152. The said property is within the local limits of Rajpur - Sonarpur Municipality.

PART - V

(i.e. property of owner No. 7)

ALL THAT piece and parcel of land measuring **more or less 4 Cottahs 3 Chittacks 39 sq. ft.** at **L.R. Dag No. 184 appertaining to L.R. Khatian Nos. 3206** corresponding to **R.S. Dag No. 169** under **R.S. Khatian No. 430** arising from Khatian No. 244 corresponding to C.S. Dag No. 153, C.S. Khatian No. 192 of **Mouza - Panchpota**, J.L. No. 42, R.S. No.11, Touzi No. 250, Pargana - Medanmalla, P.S. - Sonarpur, District - 24 Parganas now South 24 Parganas, Kolkata - 700152. The said property is within the local limits of Rajpur - Sonarpur Municipality.

PART - VI

(i.e. property of owner No. 8)

ALL THAT piece and parcel of land measuring **more or less 4 Cottahs 1 Chittacks 42 sq. ft.** at **L.R. Dag No. 184 appertaining to L.R. Khatian Nos. 3207** corresponding to **R.S. Dag No. 169** under **R.S. Khatian No. 430** arising from Khatian No. 244 corresponding to C.S. Dag No. 153, C.S. Khatian No. 192 of **Mouza - Panchpota**, J.L. No. 42, R.S. No.11, Touzi No. 250, Pargana - Medanmalla, P.S. - Sonarpur, District - 24 Parganas now South 24 Parganas, Kolkata - 700152. The said property is within the local limits of Rajpur - Sonarpur Municipality.

PART - VII

(i.e. property of owner No. 9)

ALL THAT piece and parcel of land measuring **more or less 2 Cottahs 6 Chittacks 15 sq. ft.** at **L.R. Dag No. 184 appertaining to L.R. Khatian Nos. 3205** corresponding to **R.S. Dag No. 169** under **R.S. Khatian No. 430** arising from Khatian No. 244 corresponding to C.S. Dag No. 153, C.S. Khatian No. 192 of **Mouza - Panchpota**, J.L. No. 42, R.S. No.11, Touzi No. 250, Pargana - Medanmalla, P.S. - Sonarpur, District - 24 Parganas now South 24 Parganas, Kolkata - 700152. The said property is within the local limits of Rajpur - Sonarpur Municipality.

For SUBAKHA CONSTRUCTION

Partner Partner

PART - VIII

(i.e. the total Land of the premises)

ALL THAT piece and parcel of amalgamated plot of land **measuring 38 (Thirty Eight) Cottahs 5 (Five) Chittaks 20 (Twenty) Sq. ft.**, be the same a little more or less, at **Holding No. 659, Panchpota**, Ward No. 03 of the Rajpur - Sonarpur Municipality, comprised of **27 Cottahs 7 Chittaks 08 Sft.** Land at **L.R. Dag No. 184 appertaining to L.R. Khatian Nos. 3204, 3205, 3206, 3207, 3365, 3377, 3378, 3619 (presently 4885), 3620 3621, and 10 Cottahs 14 Chittaks 12 Sft.** land at **L.R. Dag No. 185 appertaining to L.R. Khatian Nos. 3619 (presently 4885), 3620 and 3621** corresponding to **R.S. Dag No. 169** under **R.S. Khanda Khatian No. 430** arising from Khatian No. 244 corresponding to C.S. Dag No. 153, C.S. Khatian No. 192 of **Mouza - Panchpota**, J.L. No. 42, R.S. No.11, Touzi No. 250, Pargana - Medanmalla, P.S. - Sonarpur, District - 24 Parganas now South 24 Parganas, Kolkata - 700152. The said property is physically found 36 Cottahs 14 Chittaks 41 Sq.ft. The said property is butted and bounded as follows :

ON THE NORTH : Property of R.S. Dag No. 168;
ON THE SOUTH : Property of R.S. Dag No. 170;
ON THE EAST : Property of R.S. Dag No. 164;
ON THE WEST : 30 feet wide Dhalai Bridge to Engineering College Road.

THE SECOND SCHEDULE ABOVE REFERRED TO:

(DESCRIPTION OF THE APARTMENT AND THE COVERED PARKING)

All That the Apartment/Flat No. (Type BHK) containing sq. ft. super built up area (i.e. sq. ft. carpet area or sq. ft. built up area), **be the same a little more or less**, on the side in the Floor in Block - of the project known as **"PRATIVA GRANDS"** at **Holding No. 659, Panchpota**, Ward No. 03 of the Rajpur - Sonarpur Municipality, P.O. - Panchpota, Police Station - Sonarpur now Narendrapur, Dist. - South 24 Parganas, Kolkata - 700084 **TOGETHER WITH** undivided proportionate share of land of the said premises as specifically described in the Part - VIII of First Schedule hereinabove along with common interest in all common areas as permissible under law.

THE THIRD SCHEDULE ABOVE REFERRED TO:

(The common areas and installation common to the co-owners)

1. Entrance lobby in the ground floor of the Block.
2. Staircase of the New Building along with their full and half landings with stair cover on the ultimate roof.

For SURAKHA CONSTRUCTION



Partner

Partner

3. Lift with lift shaft and the lobby in front of it on typical floors.
4. Concealed Electrical wiring and fittings and fixtures for lighting the staircases, lobby and landings and operating the lifts and separate electric meter/s and meter room in the ground floor of the New Building.
5. Water pump with motor and with water supply pipes to overhead water tank and under ground reservoir and with distribution pipes therefrom connecting to different Flats of the Complex.
6. Drainage and sewers.
7. Common bathroom with W.C. and common toilets in ground floor of the Complex.
8. Room for darwan/security guard, caretaker of the Complex.
9. Boundary walls of the said land.
10. Community Hall, Yoga Room.
11. Such other common facilities specified by the Developer expressly to be the common parts of the said building.

**THE FOURTH SCHEDULE ABOVE REFERRED TO:
(Common Expenses)**

1. All costs and maintenance, white washing, repairing, redecorating, painting, repainting, renovating and replacing the common parts and also the outer walls of the said building.
2. Insurance premium for insuring the said building against earth-quake, lightening, riot, damage etc.
3. The cost of clearing and lighting the entrance of the building, the passage and spaces around the building lobby, staircase and other common areas as described in the third schedule.
4. Salaries of all persons and other expenses for maintaining the said building and common facilities.

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5. Municipal taxes, water taxes and other taxes and outgoings whatsoever as may be applicable and/ or payable on account of the said premises which are not assessable unit wise.
6. All expenses and outgoings may be deemed by the developer and/ or association/ committee to be formed by the developer to protect the interests, rights of the purchasers/ owners.

All expenses referred to above shall be borne and paid proportionately by all allottees from the date of taking possession of their respective apartment.

IN WITNESS WHEREOF the parties hereto have put and subscribe their respective hands and seals on the day, month and year first above written in sound mind and sound body without any influence by any body having had knowledge of the content of the Deed.

**Signed, Sealed and Delivered
in the presence of following**

WITNESSES :

1.

As the constituted attorney for Biplab
Mondal & Bikash Mondal

**SIGNATURE OF THE VENDORS/LAND
OWNERS**

2

**SIGNATURE OF THE DEVELOPER/
CONFIRMING PARTY**

Drafted and prepared by -

SAMAR DAS,

Advocate,

High Court, Calcutta.

Enrollment No. WB/91/05.

SIGNATURE OF THE PURCHASERS

For SURAKHA CONSTRUCTION

Partner


Partner

