

--: DEED OF CONVEYANCE :-

THIS **DEED OF CONVEYANCE** is made on this the Day of, **2020** (Two Thousand Twenty) of Christen Era.

BETWEEN

1. SHRI SUPRATIM RAY (PAN - **AHFPR3020H**, AADHAAR No. - **642055402394**), Son of Shri Pulok Kumar Roy, By Occupation- Service, residing at - No. 4, Ashutosh Ghosh Road, P.O. and P.S. - Barasat, District - North 24 Parganas, Kolkata – 700124, **2. SHRI BHUPAL BHATTACHARJEE** (PAN - **BLGPB8584E**, AADHAAR No. - **7--772510082**), Son of Late Binode Bhattahaiya, by Occupation- Business, **3. SMT. RUPANA BHATTACHARJEE** (PAN - **DFOPB3679N**, AADHAAR No. - **824359381183**), Wife of Shri Bhupal Bhattacharya, by Occupation – Housewife, both are residing at – No. 3, Ashutosh Ghosh Road, P.O. and P.S. - Barasat, District - North 24 Parganas, Kolkata - 700124, **4. SMT. LOVELY CRAKRABORTY** (PAN - **AQVPC6232B**, AADHAAP No. **748755196741**), Wife of Shri Tushar Chakraborty, Daughter of Late Dipti Bikash Roy, by Occupation – House Wife, **5. SMT. JAYATI ROY** (PAN - **CFTPR1550N**, AADHAAR No. - **834450803725**), Wife of Late Gauranga Roy, by Occupation – House Wife, **6. MISS AISHWARYA ROY** (PAN - **DKPPR6870H**, AADHAAR No. - **360542874198**), Daughter of Late Gauranga Roy, by Occupation – Student, all are the residing at - No. 4, Ashutosh Ghosh Road, P.O. and P.S. - Barasat, District - North 24 Parganas, Kolkata – 700124, **7. SHRI NIKHIL CHANDRA ROY @ SHRI NIKHIL ROY** (PAN - **ANFPR1572A**, AADHAAR No. - **632276166490**), by Occupation – Service, **8. SHRI PARITOSH RAY** (PAN - **AFIPR4106D**, AADHAAR No. - **570635330598**), by Occupation – Service, both are Son of Late Shibeshwar Roy, both are presently residing at - No. 4, Ashutosh Ghosh Road, P.O. and P.S. - Barasat, District - North 24 Parganas, Kolkata – 700124 and previously residing at - Madhya Durganagar, Jadu bhatta Sarani, District North 24 Parganas, Kolkata - 700065 and **9. SMT. SAGARIKA SAHA** (PAN - **EGXPS9--1L**, AADHAAR No. - **429325676644**), Wife of Shri Swapan Saha, by Occupation – House Wife, residing at - Gobinda Barrack, P.O. and P.S. - Barasat, District - North 24 Parganas, Kolkata – 700124, all are by Faith - Hindu, by Nationality - Indian, hereinafter the above referred persons named earlier will be jointly called and referred to as the "**OWNERS / VENDORS**" (which term shall unless otherwise excluded by or repugnant to the context or meaning thereof, be deemed to mean and include their respective heirs, executors, administrators, representatives, nominees and / or assigns) of the **FIRST PART**.

The "**OWNERS / VENDORS**" herein are represented by their lawful and constituted attorney namely **SHRI SHANTANU GANGULY** (PAN - **AGSPG8701E**, AADHAAR No. - **510927089815**), Son of Shri Salil Kumar Ganguly, by Nationality - Indian, by Faith - Hindu, by Occupation - Business, residing at - “Saswata Apartment”, 3, R.B.C. Road, P.O. & P.S. - Barasat, District - North 24 Parganas, Kolkata - 700124, by several

registered Development Power of Attorney being Nos. **7616/2018, 7615/2018, 836/2018, 3038/2018** and **5126/2017**, Registered at A.D.S.R.O. Barasat.

AND

1. SHRI SATYAJIT MAHAPATRA (PAN - **AMJPM3247N**, AADHAAR No. - **698078158503**), Son of Shashankha Shekhar Mahapatra, by Occupation - Service
AND 2. SMT. KASTURI NAG @ SMT. KASTURI NAG MAHAPATRA (PAN - **ACVPM6177C**, AADHAAR No. - **941577887151**) Wife of Shri Satyajit Mahapatra, Daughter of Dilip Kumar Nag, by Occupation- Service, both are by Nationality - Indian, by Faith - Hindu, both are residing at - Habra, P.O. and P.S. - Habra, District North 24 Parganas, Pin - 743263, hereinafter the above referred persons named earlier will be jointly called and referred to as the **PURCHASERS** (which term shall unless otherwise excluded by or repugnant to the context or meaning thereof, be deemed to mean and include their respective heirs, executors, administrators, representatives, nominees and / or assigns) of the **SECOND PART**.

AND

M/S. S.G. INFRACON (PAN - **AGSPG8701E**), a PROPRIETORSHIP firm having it's office at - "Saswata Apartment", 3, R.B.C. Road, P.O. & P.S. - Barasat, District - North 24 Parganas, Kolkata - 700124, represented by it's Proprietor - **SHRI SHANTANU GANGULY** (PAN - **AGSPG8701E**, AADHAAR No. - **510927089815**), Son of Shri Salil Kumar Ganguly, by Nationality - Indian, by Faith - Hindu, by Occupation - Business, residing at - "Saswata Apartment", 3, R.B.C. Road, P.O. & P.S. - Barasat, District - North 24 Parganas, Kolkata - 700124, hereinafter called and referred to as the **DEVELOPER / CONFIRMING PARTY** (which terms or expression shall unless excluded by or repugnant to the context be deemed to mean and to include its Proprietor for the time being and the heirs and successors in it's office etc.) of the **THIRD PART**.

AND WHEREAS land measuring 09 decimal situated at Mouza - Prasadpur, P.S. - Barasat, District - North 24 Parganas, comprised C.S. Dag no. --1/358 under C.S. Khatian No. 244 was owned seized and possessed by Shailendra Nath Pal, Nripendra Nath Pal, Ramendra Nath Pal, Dwijendra Nath Pal, Bhudeb Chandra Pal and Sahadeb Pal and while said Shailendra Nath Pal and others were in exclusively possessing the said 09 decimal of land they transferred the same in favour of Smt. Doli Roy, Wife of Late Labanya Kumar Roy, residing at Barasat by executing a Bengali Kobala on --/01/1950, which was registered before the S.R.O. Barasat, recorded in Book No. I, Vol. No. 9, pages from 166 to 168 being No. 100 and delivered possession.

AND WHEREAS while said Smt. Dolly Roy was in exclusive possession of the said 09 decimal of land during the R.S. Settlement operation the name of Smt. Dolly Roy was mutated in the R.S. record of rights in Khatian No. 393 in respect of land measuring 09 decimal in R.S. Dag No. --1/358 and during her possession over the said 09 decimal of

land she transferred the same in favour of her second son namely Shri Anupam Roy through a registered deed of sale dated 01/06/1994 being No. 1764 which was recorded in Book No. I, Volume No. 29, from pages 1-- to 126 before the Additional District Sub-Registrar at Barasat and subsequently he mutated his name before the Barasat Municipality and constructed a single storied building measuring 850 Sq. ft.

AND WHEREAS subsequently while the said Shri Anupam Roy was in actual physical possession of the said 09 decimal of land along with a single storied building measuring 850 sq. ft., he transferred 02 Cottahas of land along with the said single storied building measuring 850 sq. ft. through a registered deed of sale dated 08/02/2006 being No. 7158 for the year 2006 registered before the Additional District-Sub Registrar at Barasat in favour of Shri Nikhil Roy, Shri Paritosh Roy and Shri Gobindo Roy.

AND WHEREAS in this way Shri Nikhil Roy, Shri Paritosh Roy and Shri Gobindo Roy, all are son of Late Shibeswar Roy became the joint owners of 02 Cottahas of Bastu land along with the said single storied building measuring 850 sq. ft. lying thereon. Subsequently they mutated their name before the Barasat Municipality under Holding No. 16, Ashutosh Ghosh Road under Ward No. 08.

AND WHEREAS as per the Law of our land the said Shri Nikiil Roy became the owner of undivided, un-partitioned, un-demarcated, joint 1.083 decimal of Bastu land over which undivided, un-partitioned, un-demarcated, joint 284 sq. ft. of cemented flooring pucca residential structure.

AND WHEREAS as per the Law of our land the said Shri Paritosh Roy became the owner of undivided, un-partitioned, un-demarcated, joint 1.083 decimals of Bastu land over which undivided, partitioned, un-demarcated, joint 284 sq. of cemented flooring pucca residential structure.

AND WHEREAS per the Law of our land the said Shri Gobindo Roy became the owner of undivided, un-partitioned, un-demarcated, joint 1.083 decimals of Bastu land over which undivided, un-partitioned, un-demarcated, joint 284 sq. ft. of cemented flooring pucca residential building.

AND WHEREAS thus, Shri Gobindo Roy become joint, undivided, un-partitioned, un-demarcated 1/3rd share of the piece and parcel of Rayati interest BASTU land measuring about 1.083 decimals of land be the same little more or less out of 02 Cottahas of land over which undivided, un-partitioned, undemarcated, joint 284 sq. ft. of cemented flooring pucca residential structure out of 852 sq. ft. of cemented flooring pucca residential structure comprised in R.S. Dag No. --1/358 under R.S. Khatian No. 393 at **MOUZA - PRASADPUR**, J.L. No. 39, Re. Sa. No. 229, Touzi No. 146, Additional District Sub-Registrar Office at Barasat, Police Station - Barasat, Kolkata - 700124 transferred in favour of Sagarika Saha vide a Deed of Gift being No. 152508744/2018, Registered in Book No. I, Vol. No. 1525-2018, Pages from 245269 to 245293 for the year 2018.

AND WHEREAS the said **Shri Paritosh Roy** and **Smt. Sagarika Saha** the Owners herein decided to construct a Multi-storied building in the above mentioned property, through the reputed Developer / Promoter i.e. **M/s. S.G. Infracon** represented by it's Proprietor - **Shri Shantanu Ganguly**.

AND WHEREAS the Owners herein i.e. **Shri Paritosh Roy** and **Smt. Sagarika Saha** owing to their lack of time and owing to lack of experience in raising masonry multistoried building have decided to develop the land of the said land through a recognized developer who has sufficient knowledge and experience in raising masonry building in and around the City of Kolkata and Barasat and with such intention the party of the said **Shri Paritosh Roy** and **Smt. Sagarika Saha** made contact with the party of the Third Part/ Developer herein and thereby approached the Third Part/ Developer to undertake the said development job of the said premises by obtaining sanction of a Building plan from the Concerning Authorities and thereby to develop the land of the said premises by construction of a masonry building on the land of the said premises. The party of the Third Part/ Developer on being such approached had taken detailed discussion with **Shri Paritosh Roy** and **Smt. Sagarika Saha** with respect to the prospect of the said project and thereby the party of the Third Part / Developer has been satisfied as to the title of **Shri Paritosh Roy** and **Smt. Sagarika Saha** with respect to the prospect of the said project and thereby the parties hereto have entered into a registered Development Agreement being No. 7613/2018 for the land measuring 2.16 decimals with **M/s. S.G. Infracon** represented by it's Proprietor - **Shri Shantanu Ganguly**.

AND WHEREAS **Shri Paritosh Roy** and **Smt. Sagarika Saha** also jointly executed a Development Power of Attorney being No. 7615/2018 for the land measuring 2.16 decimals with **M/s. S.G. Infracon** represented by it's Proprietor - **Shri Shantanu Ganguly**.

AND WHEREAS the said **Shri Nikhil Chandra Roy @ Shri Nikhil Roy** the Owner herein decided to construct a Multi-storied building in the above mentioned property, through the reputed Developer / Promoter i.e. **M/s. S.G. Infracon** represented by it's Proprietor - **Shri Shantanu Ganguly**.

AND WHEREAS the Owners herein i.e. **Shri Nikhil Chandra Roy @ Shri Nikhil Roy** owing to his lack of time and owing to lack of experience in raising masonry multistoried building have decided to develop the land of the said land through a recognized developer who has sufficient knowledge and experience in raising masonry building in and around the City of Kolkata and Barasat and with such intention the party of the said **Shri Nikhil Chandra Roy @ Shri Nikhil Roy** made contact with the party of the Third Part/ Developer herein and thereby approached the Third Part/ Developer to undertake the said development job of the said premises by obtaining sanction of a Building plan from the Concerning Authorities and thereby to develop the

land of the said premises by construction of a masonry building on the land of the said premises. The party of the Third Part/ Developer on being such approached had taken detailed discussion with **Shri Nikhil Chandra Roy @ Shri Nikhil Roy** with respect to the prospect of the said project and thereby the party of the Third Part / Developer has been satisfied as to the title of **Shri Nikhil Chandra Roy @ Shri Nikhil Roy** with respect to the prospect of the said project and thereby the parties hereto have entered into a registered Development Agreement being No. 7610/2018 for the land measuring 1.08 decimals with **M/s. S.G. Infracon** represented by it's Proprietor - **Shri Shantanu Ganguly**.

AND WHEREAS Shri Nikhil Chandra Roy @ Shri Nikhil Roy also executed a Development Power of Attorney being No. 7616/2018 for the land measuring 1.08 decimals with **M/s. S.G. Infracon** represented by it's Proprietor - **Shri Shantanu Ganguly**.

WHEREAS another plot of land measuring 10 decimal of Mouza - Prasadpur comprised in C.S. Dag no. --1/359 was owned seized and possessed by Smt. Tarulata Devi, Wife of Binode Behari Roy and during the R.S. Settlement operation said Tarulata Devi mutated her name in respect of the said 10 decimal of land in R.S. Khatian No. 245 in respect of R.S. Dag no. 359 and subsequently said Tarulata Devi died on 19/12/1963 leaving behind her three sons, Shri Sudhangshu Kumar Roy, Shri Labanya Kumar Roy and Shri Dipti Bikash Roy and 7 daughters Binapani, Rakhirani, Sudharani, Chhabirani, Debirani, Pritirani and Triptirani.

AND WHEREAS the above mentioned daughters of Tarulata Devi have transferred their portion in lieu of a Deed of Gift in favour of her above mentioned three sons i.e., Sudhangshu Kumar Roy, Labanyan Kumar Roy and Dipti Bikash Roy.

AND WHEREAS said Sudhangshu Kumar Roy have filed a suit for partition before the 1st Civil Judge (Jr. Div.) at Barasat bearing Title Suit No. 318 of 1963 and in the said suit a written purses was executed between the said three brother. i.e., Sudhangshu Kumar Roy, Labanya Kumar Roy and Dipti Bikash Roy agreed to make partition of the said 10 decimal of land by mates and bounds and accordingly the decree was drawn up in the light of the said written settlement on 11/05/1964 and the said decree was acted upon and accordingly the said three brothers, Sudhangshu Kumar Roy, Labanya Kumar Roy and Dipti Bikash Roy started possessing their respective portion separately by mates and bounds.

AND WHEREAS while said Sudhangshu Kumar Roy was possessing the above mentioned 3.30 decimal of land he died leaving Wife, Smt. Gita Roy, Daughters, namely Tapati Banerjee, Smt. Arati Chakraborty, Smt. Saswati Chatterjee and sons, namely, Alok Kumar Roy, Manash Kumar Roy, Swapan Kumar Roy, Tapas Kumar Roy, Pranab Kumar Roy and Pulok Kumar Roy and thereafter Manash Kumar Roy died intestate

leaving behind his wife, Smt. Nandita Roy and only Son Bhaskar Roy but during the L.R. settlement operation the whole 10 decimal of land remained in the name of Thrulata Devi being L.R. Khatian No. 967.

AND WHEREAS while said Smt. Gita Roy, Tapati Banerjee, Smt. Arati Chakraborty, Smt. Saswati Chatterjee, Alok Kumar Roy, Manash Kumar Roy, Swapan Kumar Roy, Tapas Kumar Roy, Pranab Kumar Roy and Pulok Kumar Roy, Smt. Nandita Roy and Bhaskar Roy, where in exclusive possession of the said 3.30 decimal of land, said Smt. Gita Roy, Tapati Banerjee, Smt. Arati Chakraborty, Smt. Saswati Chatterjee, Alok Kumar Roy, Manash Kumar Roy, Swapan Kumar Roy, Tapas Kumar Roy, Pranab Kumar Roy, Smt. Nandita Roy and Bhaskar Roy transferred their share in favour of Pulok Kumar Roy and thus Pulok Kumar Roy became the sole owner of the said land measuring 3.30 decimal of land and after getting the said land measuring 3.30 decimal of land in his possession he mutated his name in L.R. Khatian No. 655.

AND WHEREAS while said Pulok Kumar Roy was in exclusive possession of the said 3.30 decimal of land along with a 500 sq. ft. of building lying thereon he transferred the same in favour his son Supratim Roy in lieu of Deed of Gift bearing No. 05117/2017 for the year 2017.

AND WHEREAS while said Labanya Kumar Roy was in exclusive possession of land measuring 3.30 decimal of land along with a building measuring 200 sq. ft. lying thereon he transferred the same in favour of Bhupal Bhattacharya and Rupna Bhattacharya in lieu of a Deed of Sale bearing no. 0794/2006 for the year 2006.

AND WHEREAS while said Dipti Bikash Roy was in exclusive possession of land measuring 3.30 decimal of land along with a building measuring 600 sq. ft. lying thereon he died leaving his wife Smt. Kalpana Roy, Daughter Lovely Chakraborty and son, Gouranga Roy and subsequently said Gouranga Roy died leaving Smt. Jayati Roy and daughter Aishwarya Roy and thus Kalpana Roy, Lovely Chakraborty, Jayati Roy and Aishwarya Roy started possessing the said land measuring 3.30 decimal of land along with a building measuring 600 sq. ft. lying thereon.

AND WHEREAS while said Kalpana Roy was in joint possession of land measuring 1.189 decimal of land she transferred the same in favour of Lovely Chakraborty and Jayati Roy in lieu of Deed of Gift bearing No. 5116 for the year 2017.

AND WHEREAS the said **Shri Supratim Roy** the Owner herein decided to construct a Multi-storied building in the above mentioned property, through the reputed Developer / Promoter i.e. **M/s. S.G. Infracon** represented by it's Proprietor - **Shri Shantanu Ganguly**.

AND WHEREAS the Owner herein i.e. **Shri Supratim Roy** owing to his lack of time and

owing to lack of experience in raising masonry multistoried building have decided to develop the land of the said land through a recognized developer who has sufficient knowledge and experience in raising masonry building in and around the City of Kolkata and Barasat and with such intention the party of the said **Shri Supratim Roy** made contact with the party of the Third Part/ Developer herein and thereby approached the Third Part/ Developer to undertake the said development job of the said premises by obtaining sanction of a Building plan from the Concerning Authorities and thereby to develop the land of the said premises by construction of a masonry building on the land of the said premises. The party of the Third Part/ Developer on being such approached had taken detailed discussion with **Shri Supratim Roy** with respect to the prospect of the said project and thereby the party of the Third Part / Developer has been satisfied as to the title of **Shri Supratim Roy** with respect to the prospect of the said project and thereby the parties hereto have entered into a registered Development Agreement being No. 5123/2017 for the land measuring 3.06 decimal with **M/s. S.G. Infracon** represented by it's Proprietor - **Shri Shantanu Ganguly**.

AND WHEREAS said **Shri Supratim Roy** also executed a Development Power of Attorney being No. 5126/2017 for the land measuring 3.06 decimals with **M/s. S.G. Infracon** represented by it's Proprietor - **Shri Shantanu Ganguly**.

AND WHEREAS the said **Shri Bhupal Bhattacharya** and **Smt. Rupna Bhattacharya** the Owners herein decided to construct a Multi-storied building in the above mentioned property, through the reputed Developer / Promoter i.e. **M/s. S.G. Infracon** represented by it's Proprietor - **Shri Shantanu Ganguly**.

AND WHEREAS the Owners herein i.e. **Shri Bhupal Bhattacharya** and **Smt. Rupna Bhattacharya** owing to their lack of time and owing to lack of experience in raising masonry multistoried building have decided to develop the land of the said land through a recognized developer who has sufficient knowledge and experience in raising masonry building in and around the City of Kolkata and Barasat and with such intention the party of the said **Shri Bhupal Bhattacharya** and **Smt. Rupna Bhattacharya** made contact with the party of the Third Part/ Developer herein and thereby approached the Third Part/ Developer to undertake the said development job of the said premises by obtaining sanction of a Building plan from the Concerning Authorities and thereby to develop the land of the said premises by construction of a masonry building on the land of the said premises. The party of the Third Part/ Developer on being such approached had taken detailed discussion with **Shri Bhupal Bhattacharya** and **Smt. Rupna Bhattacharya** with respect to the prospect of the said project and thereby the party of the Third Part / Developer has been satisfied as to the title of **Shri Bhupal Bhattacharya** and **Smt. Rupna Bhattacharya** with respect to the prospect of the said project and thereby the parties hereto have entered into a registered Development Agreement being No. 833/2018 for the land measuring 02 Cottahas with **M/s. S.G. Infracon** represented by it's Proprietor - **Shri Shantanu Ganguly**.

AND WHEREAS said **Shri Bhupal Bhattacharya** and **Smt. Rupna Bhattacharya** also executed a Development Power of Attorney being No. 836/2018 for the land measuring 02 cottahas with **M/s. S.G. Infracon** represented by it's Proprietor - **Shri Shantanu Ganguly**.

AND WHEREAS the said **Smt. Lovely Chakraborty, Miss Aishwarya Roy** and **Smt. Jayati Roy** the Owners herein decided to construct a Multi-storied building in the above mentioned property, through the reputed Developer / Promoter i.e. **M/s. S.G. Infracon** represented by it's Proprietor - **Shri Shantanu Ganguly**.

AND WHEREAS the Owners herein i.e. **Smt. Lovely Chakraborty, Miss Aishwarya Roy** and **Smt. Jayati Roy** owing to their lack of time and owing to lack of experience in raising masonry multistoried building have decided to develop the land of the said land through a recognized developer who has sufficient knowledge and experience in raising masonry building in and around the City of Kolkata and Barasat and with such intention the party of the said **Smt. Lovely Chakraborty, Miss Aishwarya Roy** and **Smt. Jayati Roy** made contact with the party of the Third Part/ Developer herein and thereby approached the Third Part/ Developer to undertake the said development job of the said premises by obtaining sanction of a Building plan from the Concerning Authorities and thereby to develop the land of the said premises by construction of a masonry building on the land of the said premises. The party of the Third Part/ Developer on being such approached had taken detailed discussion with **Smt. Lovely Chakraborty, Miss Aishwarya Roy** and **Smt. Jayati Roy** with respect to the prospect of the said project and thereby the party of the Third Part / Developer has been satisfied as to the title of **Smt. Lovely Chakraborty, Miss Aishwarya Roy** and **Smt. Jayati Roy** with respect to the prospect of the said project and thereby the parties hereto have entered into a registered Development Agreement being No. 5124/2017 for the land measuring 1.18 decimals with **M/s. S.G. Infracon** represented by it's Proprietor - **Shri Shantanu Ganguly**.

AND WHEREAS said **Smt. Lovely Chakraborty, Miss Aishwarya Roy** and **Smt. Jayati Roy** also executed a Development Power of Attorney being No. 3038/2018 for the land measuring 1.18 decimals with **M/s. S.G. Infracon** represented by it's Proprietor - **Shri Shantanu Ganguly**.

AND WHEREAS by or under above mentioned Development Agreements made between the landowners and the Developer for the purpose of constructing a multi storied residential building on behalf of the landowners with certain term and conditions mentioned on the said Development Agreement, and in accordance with the sanctioned Plan duly approved by the Barasat Municipality consisting of several self-contained finished Flats / Shops / Garage.

AND WHEREAS the Developer herein constructed a multi-storied building which is popularly known as “**TARUTLATA APARTMENT**” on the Land described in the Schedule “**A**” hereunder written according to the sanctioned building plan of the Barasat Municipality and the said Developer and the Owner intend to sell certain Flat in the said building from the Developer Allocation.

AND WHEREAS the Developer has proclaimed sale of different flats, Garages and to GIVE, GRANT, TRANSFER, CONVEY, ASSIGN and ASSURE and REGISTER Flat against prepayment of prices fixed for the Flat and/or at the time after such Flat already constructed and the Purchaser having seen and satisfied **themselves** with the sanctioned building plan for construction of a multi-storied building has proposed to purchase a Self contained **Flat** measuring about ---- **sq. ft.** super built up area on the -- ---- **Floor** in ----- **side** being **Flat No. “--”** of “**TARUTLATA APARTMENT**”, with proportionate undivided and impartible share of right in the said land bearing Holding No. 4, Ashutosh Ghosh Road, as more fully described in the Schedule “**B**” at the total consideration of **Rs.** ----- only but the Government market Value of the property is `/- (Rupees Lakhs Thousand Hundred) only.

AND WHEREAS the developer with active consent of the land owners having considered the said proposal of the Purchaser have agreed to sell the said self contained **Flat** (as described in the Schedule “**A**” has given below) at the said price to the Purchaser. The First Part, Second Part and Third Part have entered into a registered Agreement for sale on 26th day of February, 2020, being No., Registered in Book No. I, Vol. No., Pages from to for the year 2020 for flat as more fully described in the Schedule “**B**” situated at “**TARUTLATA APARTMENT**”, Holding No. 4, Ashutosh Ghosh Road. The purchasers and developer do hereby strictly agree to abide by each and every terms and conditions of the said Agreement for sale.

NOW THIS INDENTURE WITNESSETH AS FOLLOWS:

That in pursuance of the said agreement dated ----- the Vendors have agreed to sell for consideration of sum of **Rs.** ----- only. The entire consideration amount already paid by the Purchasers to the Third Part (the receipt whereof the vendors hereby admit, acknowledge, and/or the payment of the said amount) and on and from the same release, acquit, exonerate and discharge the Purchasers and the said property mentioned in the Schedule “**B**” hereunder written intended to be sold or transferred the VENDORS do hereby indefeasibly grant, convey, transfer and assure and assign free from all encumbrances attachments lines, charges etc. unto and in favour of the PURCHASERS **ALL THAT** a self contained Flat measuring about 825 sq. ft. super built up area more or less on the ----- Floor in ----- side, being Flat No. “--” of “**TARULATA APARTMENT**”, of 4, Ashutosh Ghosh Road, Kolkata – 700124, situated in the plot of land as mentioned in the Schedule “**A**” written herein above, of the said

building know as Holding No. 4, Ashutosh Ghosh Road, within the Jurisdiction of Barasat Municipality, Ward No. 25 more fully and particularly described in the Schedule **"B"** written here under and the said Flat hereinafter referred to as the "SAID UNIT" TOGETHER WITH common right with the other Purchasers or owners so acquiring similar right to enjoy and possess all common doors, passages, open spaces, staircase, lift, landing, lobbies, drain water courses, easements, advantages liberties, rights and privileges in anywise appertaining thereto or reputed to belong to the estate RIGHT, TITLE, INTEREST claim demand of the Vendors into and upon the said Flat proportionately. The specific Purchaser's portion of the said Flat is specifically described in the Schedule **"B"** and written hereunder is free from all encumbrances, charges, trusts, lines, claims and demands whatsoever. The purchasers, being the exclusive owners, shall have full easement right over the sides of the said building and the common parts in common within the Co-owners, Purchasers and occupiers of the said building. Subject to and governed by such rights and obligations as set-forth the Schedule **"A"** hereunder written and also subject to the Purchasers paying and discharging taxes and impositions on the portion of the said unit and the common expenses and all other outgoings in connection with the said Flat and the said building proportionately also such other expenses as may be included in the said common expenses.

TO ENTER INTO AND HAVE AND TO HOLD OWN POSSESS AND ENJOY the said Flat on the said building constructed on the basis of the sanctioned plan, hereby conveyed to the Purchasers absolute and forever and the Vendors do hereby covenant and agree with the Purchasers AND THAT NOTWITHSTANDING any act, deed or things whatsoever by the Vendors or by any of their ancestors or predecessors in title done or executed or knowingly suffered to the contrary the Vendors now have good right full power and absolute authority and indefeasible common areas and facilities as described in the Schedule **"B"** herein below respectively, hereby grant, convey and transfer or expresses or intended so to be unto and to the use of the Purchasers, their heirs, executors, administrators, representatives and assigns in manner aforesaid and free from all encumbrances, attachments, charges, lines and *lispendences* AND THAT the Purchasers, their heirs, executors, administrators, representatives and assigns shall and may at all times hereafter peaceably and quietly possess and enjoy the Said Flat of the said building with full right to transfer the said Flat by way of Sale, Gift, Mortgage, Lease whatsoever together with other appurtenances there to and to receive the rents issues and profits thereof without any lawful eviction, interruption, claim or common whatsoever from or by the Vendors or any person or persons claiming or having any lawful authority to claim as aforesaid AND FURTHER THAT the Vendors and Developers and all person having lawfully claiming any estate or interest whatsoever in the said Flat of the said building or in the said common areas and facilities and also on the underneath or any part thereof from under in trust for the Vendors or Developers or from or under any of their predecessor or successor in title shall and will from time to time and at all times hereafter at the request and costs of the Purchasers, their heirs,

executors, administrators, representatives and assigns, do and execute or cause to be done and executed all such acts, deeds and things whatsoever for further and more perfectly assuring the said Unit of the said building together with common areas and facilities and the lands underneath and other parts thereof unto and to the use of the Purchasers, their executors, administrators, representatives and assigns as may be reasonable required AND THAT the Purchasers, their executors, administrators, representatives and assigns shall and may at all times hereafter peaceably and quietly enter into hold possess and enjoy the said Flat of the building and every part thereof without any lawful eviction hindrance and interruptions, disturbances, claim or demand whatsoever from or by the Vendors, developer or any other Flat owners in the said premises.

1. THE VENDORS HEREBY COVENANT WITH THE PURCHASERS AS FOLLOWS :-

a) The well finished Self-Contained Tiles flooring residential **FLAT**, being No. "--" comprising an area of ---- **Sq. Ft.** Super built up area be the same a little more or less and the installation and common utility, common parts and passages including the exterior and common wall to the said multi-Storied building area, is free and discharge from or against all manner of encumbrances of whatsoever nature.

b) It has been agreed by and between the parties that the Vendors and the Purchasers shall not demolish, or caused to be demolished / damaged the said Self-Contained Tiles flooring residential **FLAT**, being No. "--" in any manner.

c) Area of the covered space referred to above shall mean and include undivided proportionate share of common area like staircase, corridors, and lobbies. The super built-up shall include ultimate roof, electrical space, Meter room water tank (overhead), underground reservoir, and septic tank, of the said multi-Storied building or any other service area which may be used in common by the owner / occupiers of the said multi-Storied building. The measurement should be calculated from outer wall to outer wall.

2. THE PURCHASERS SHALL BE ENTITLED AND/OR RIGHT AS MENTIONED HEREIN :-

a) The said Self-Contained Tiles flooring residential **FLAT**, being No. "--" measuring an area of ---- **Sq. Ft.** Super built up area be the same a little more or less which is delineate in the "**RED**" Marked Plan annexed herewith the Site Plan as sanctioned by the Municipal Authority and the modification, if any thereof.

b) To use all common facilities, common areas, comprised the said Self-Contained Tiles flooring residential **FLAT**, being No. "--" and the said land so the existing facilities including septic tank could not be disturbed in any way by other Floor owner/s and all the owner/s shall have to maintain it in proper manner.

c) To use and/or extend the electric line and/or connection such manner in respect of the aforesaid Self-Contained Tiles flooring residential **FLAT**, being No. "--" described in the Schedule "**B**" hereunder written.

d) To use occupy and enjoy and/or deal with the Self-Contained Tiles flooring residential **FLAT**, being No. "--" measuring an area of ----- **Sq. Ft.** Super built up area be the same a little more or less of the said multi-Storied building particularly mentioned in the Schedule "**B**" hereunder written as an absolute owners thereof subject to the terms and conditions as hereinbefore stated.

3. THE VENDORS AND THE PURCHASERS AGREE AND CONVEYANCE WITH EACH OTHER AS FOLLOWS :-

a) All costs and expenses for replacement and enlargement or alteration and/or in the part existing water tank, other fittings of any part whereof or replacement or expansions thereof which are used or useable shall be common incurred by the Purchasers proportionately with the other owner/s or occupiers of the said multi-Storied building.

b) The Vendors and the Purchasers and/or the person authorized by the Purchasers occupying the said Self-Contained Tiles flooring residential **FLAT**, being No. "--" shall be liable to keep all the common areas of the said building including all paths, passages, staircase, lobbies etc. maintaining a proper condition and shall also bear and pay proportionate expenses in respect thereof. The Purchasers or their agents and assigns shall not in any way obstruct or caused to be obstructed the common passage, roof or staircase of the said building and shall not do or caused to be done or allowed in any act, deeds, matters and things whereby the use and enjoyment of the common parts, common amenities and covenants of the said building to be in any way, prejudicially affected.

c) The Purchasers shall repair the interior of the said Self-Contained Tiles flooring residential **FLAT**, being No. "--" but not affect the exterior of the said multi-Storied building without the consent of the other owners.

d) The Purchasers shall not pull down or demolish the structure in any way soon as the Self-Contained Tiles flooring residential **FLAT**, being No. "--" is not separately assessed. The Purchasers shall have to pay their proportionate share of municipal rates and taxes and electric bill etc. to the Vendors until the assessment, in their name is made separately.

e) The Purchasers shall not store anything of combustible and inflammable and explosive nature which may cause danger, nuisance and annoyance to the other owner/s.

f) The Purchasers shall have liberty and full power to grant, sale, convey, transfer, let-out, mortgage, assign and assure the said premises against rents of the Schedule "**B**" of the property in the said premises.

g) Until formation of the Company, Society or Association of the other owners the Purchasers shall pay to the Vendor proportionate share of costs of maintenance in all respect without raising any objection. After formation of Society, Company or Association the building shall be managed and maintained by it and the Purchasers shall be bound to pay proportionate share of costs to it i.e. the costs or expenses of the

Administrators Security, Gardener, Sweeper, maintenance, repair, replacement of the common parts and equipments and accessories common area and facilities including white washing, painting, decorating common exterior portion of the said building, the boundary walls, entrance of the said staircase, rain water pipe, Motor Pumps, Water Pipes, electrical wirings and installations of sewerage drains and all other common parts, fixtures, fittings and equipments in under or upon the building enjoyed or used in common by the Purchasers and other owners thereof.

h) The Purchasers shall not claim any partition of the said land described in the Schedule "**A**" on which the said multi-Storied building constructed and/or which proportionate undivided share or interest in the land hereby sold and conveyed to the Purchasers.

i) Until and unless the Purchasers got separate electric meter the Vendors will supply such electric energy as may be required by the Purchasers and the Purchasers shall be bound to pay electric charges proportionately on the basis of reading of the Meter within 7 days from the date of submission of the Bill to the Vendor failing which the Vendors will be entitled to out-off supply of electric energy without any reference to the Purchasers.

j) The Purchasers shall not use the said Self-Contained Tiles flooring residential **FLAT**, being No. "--" in such manner which may or likely to cause nuisance or annoyance of the other occupiers in the said building and the Purchasers shall not use the said building for any illegal or immoral purpose which will cause nuisance or annoyance to the residents of the said building.

-:: THE SCHEDULE "A" ABOVE REFERRED TO ::-
(Entire Land with Building)

ALL THAT a piece and parcel of land measuring an area of **3.33 Decimal** be the same a little more or less comprised in C.S. Dag No. --1/358 under C.S. Khatian No. 244, corresponding to R.S. Dag no. 358 under R.S. Khatian No. 393, corresponding to **L.R. Dag No. 1311** under **L.R. Khatian No. 941** AND land measuring **10 Decimal** be the same a little more or less comprised in C.S. Dag No. --1/359 corresponding to R.S. Dag No. 359 under R.S. Khatian No. 245 corresponding to **L.R. Dag No. 1313** under **L.R. Khatian No. 655** and **967**, total land measuring **13.33 Decimal** equivalent to **7 (Seven) Cottha 9 (Nine) Chhitak 39.12 (Thirty Nine point One Two) Sq. Ft.** (more or less) along with multi storied building namely "**TARULATA APARTMENT**" lying and situated at **MOUZA - PRASADPUR**, J.L. No. 39, R.S. No. 229, Pargona – Anowerpur, Touzi No. 146 (new Touzi No. 12), A.D.S.R.O. & P.S. - Barasat, District - North 24 Parganas, within the local limits of Barasat Municipality, ward No. New - 25, Old - 03, Holding No. - 4, Ashutosh Ghosh Road, Original owner is the State of West Bengal Government represented by North 24 Parganas District Collectorate, its annual rent will be paid as per West Bengal Land Holding Revenue Act. and which is Butted and Bounded by :-

ON THE NORTH - Other Land;

ON THE SOUTH - 18' Ft. wide Ashutosh Ghos Road;
ON THE EAST - Common Road;
ON THE WEST - Other Land;

-:: THE SCHEDULE "B" ABOVE REFERRED TO ::-
(Description of Flat hereby **SOLD**)

ALL THAT piece and parcel of a Self-Contained Tiles flooring residential **FLAT**, being No. "--", measuring a super built up area of ----- **Sq. ft.** on the ----- **Floor** in ----- side of the multi-storied consisting of Bed Rooms, One Drawing Room, One Kitchen Room, Bathroom and Varanda, known as "**TARULATA APARTMENT**" within the local limits of Barasat Municipality, ward No. New - 25, Old - 03, Holding No. - 4, Ashutosh Ghosh Road under Police Station and Sub Registration Office at Barasat, in the District of North 24 Parganas, together with the undivided proportionate share, right, title, interest, possession of the said land underneath including all easement rights and all rights of ingress and egress, at the said schedule property of the said building hereby agreed to sell and transfer by the Vendors / Developer to the Purchasers. The Flat is fully shown and delineated plan annexed hereto and boundary line marked by "Red" Colour. The said plan will be treated part of this Agreement for Sale. Butted and Bounded by:-

ON THE NORTH :
ON THE SOUTH :
ON THE WEST :
ON THE EAST :

-:: SCHEDULE "C" OF THE PROPERTY:-
(The Common Amenities and Facilities Available to the Purchasers)

1. Undivided proportionate share or interest in the foundation footings, column girders, beams, beam supporters, exterior walls of the said building, side or interior area bearing walls, roof slabs and all concrete ceiling in the said building.
2. Entrance with all fittings and fixtures and open space around the said building.
3. Water pump, water tank at the top roof, deep tube well, water pipes, water pump and motor room/space, fittings and installations and other common plumbing installations.
4. Electric and Sanitary lines, rain pipes, drain pipes, wiring, fittings, fixtures and installations both underground and overhead in the said building excluding those that area installed inside the said self-contained residential Flat in Ground Floor or entire Ground floor and exclusively meant for the said entire Ground floor or Property.
5. Electric Meter Installation Room/Space.
6. Underground septic Tank.
7. Common stair case, landing, stair base, steps, top stair case room on the roof.
8. Top roof of the building.

- 9. Lift.
- 10. Common passage, paths, drain and lighting.
- 11. Whole land of the premises.
- 12. All the above common amenities and facilities will be available to the Purchasers subject to proportionate payment of all outgoings and expenses for upkeep and maintenance of common amenities and facilities and other services in the said building for the use and enjoyment of the Purchasers and also for payment of Municipal and other Taxes, etc.

--: SCHEDULE "D" OF THE PROPERTY :-
(COMMON EXPENSES)

- a) The expenses' of maintaining, repairing, redecorating of the main structures and in particular the roof, outer rain water pipe, water pumps and motor, electric installation, deep tube-well, septic tank, water tank, which is needed in common by the owners and, also the main entrance, passage, staircase, compound, terrace, water meters etc.
- b) The cost of clearing and lighting the passages, landing, staircase and other parts of the said building including the open spaces.
- c) The cost of decorating, repairing and painting the exterior of the said building.
- d) The salaries of guards, sweepers etc. Municipal Taxes and other Govt. rent.
- e) Cost of water connection and electric meter and/or any deposit of electricity, electric charges for common service and lights, water pumps etc.
- f) Service, maintenance and repair charges of all common facilities and amenities.
- g) Such other capital or recurring expenses as are necessary or incidental for the maintenance and upkeepment of the said building, open space and all other amenities of common nature that are to be enjoyed by the Purchasers with the Owners or Occupants in the said building.

Site plan of **FLAT**, being No. --, on the ----- **Floor** in ----- side enclosed herewith is a part of Agreement for Sale.

Ten fingers impression of the Vendors, Developer and the Purchasers are enclosed herewith.

IN WITNESS WHEREOF the parties hereto have set and subscribed their respective hands on this day, month and year written at the outset.

Signed, Sealed and Delivered in presence of following witnesses :-

1)

.....

Signature of the Vendors
 Shri Shantanu Ganguly
 being the Constituted **ATTORNEY** on behalf of

1. Shri Supratim Ray
2. Shri Bhupal Bhattacharjee
3. Smt.Rupana Bhattacharjee
4. Smt. Lovely Chakraborty
5. Smt. Jayati Roy
6. Miss Aishwarya Roy
7. Shri Nikhil Chandra Roy @ Shri Nikhil Roy
8. Shri Paritosh Ray
9. Smt. Sagarika Saha

2)

.....
 Signature of the Developer /Confirming Party/
 “M/s. S.G. Infracon” represented by :-
 Shri Shantanu Ganguly

.....
 Signature of the Purchaser/
 Shri Satyajit Mahapatra
 Smt. Kasturi Nag @ Kasturi Nag Mahapatra

:- MEMO OF CONSIDERATION :-

Received a sum of **Rs.** only in the following manner as agreed by and between the parties hereto as the consideration of the above mentioned property.

Date	Mode of payment	Amount (Rs.)
TOTAL		

IN WITNESS WHEREOF the parties hereto have set and subscribed their respective hands on this day, month and year written at the outset.

Signed, Sealed and Delivered in
presence of following witnesses :-

1)

.....
Signature of the Vendor

Shri Shantanu Ganguly

being the Constituted **ATTORNEY** on behalf of

1. Shri Supratim Ray
2. Shri Bhupal Bhattacharjee
3. Smt. Rupana Bhattacharjee
4. Smt. Lovely Chakraborty
5. Smt. Jayati Roy
6. Miss Aishwarya Roy
7. Shri Nikhil Chandra Roy @ Shri Nikhil Roy
8. Shri Paritosh Roy
9. Smt. Sagarika Saha

2)

.....
Signature of the Developer /Confirming Party/

“M/s. S.G. Infracon” represented by :-

Shri Shantanu Ganguly

Drafted and prepared by me as per the instruction and photo copy of the documents supplied by the Purchasers and read over and explained to the Vendors and Developer as well as Purchasers in their mother tongue and after understanding the contains of this indenture they puts their Signature in this indenture :-

SHRI SAMIR GANGLY

Advocate,

Barasat Judges' Court.

Enrollment No.: WB-255/1982.