

SKYLINE BSDS CONSTRUCT PVT. LTD. (PAN- AAQCS6468M), a Private Limited Company incorporated under the Companies Act, 1958, having its registered office at 633, Ramkrishna Pally, P.O. & P.S.- Sonarpur, Kolkata-700150, represented by its Directors **(1) SRI SANJIB BOSE (PAN- AIZPB5960H)**, son of Late Narendra Mohan Bose, by faith Hindu, by occupation – Business, residing at Link Road Saheb Para, P.O. & P.S.- Sonarpur, Kolkata-700150, **(2) SRI DEBADIDEV GAYEN (PAN- AIKPG8569L)**, son of Late Satya Ranjan Gayen, by faith Hindu, by occupation Business, residing at Ramkrishna Pally, P.O. & P.S.- Sonarpur, Kolkata - 700150, **(3) BIMAL ROY (PAN- AFWPR5965E)**, son of Late Gopal Chandra Roy, by faith Hindu, by occupation Business, residing at 36, Middle Road, Santoshpur, P.O. - Santoshpur, P.S.- Survey Park, Kolkata-700075, and **(4) SUSANTA SARKAR (PAN- ASWPS1348D)**, son of Late Basudev Sarkar, by faith Hindu, by occupation Business, residing at 4/4, Kabi Sukanta Lane, P.O.- Santoshpur, P.S.- Survey Park, Kolkata-700075, hereinafter referred to as "the **LAND OWNER/DEVELOPER**" (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successors and/or successors in office, administrators, executors and/or assigns) of the **FIRST PART:** Represented and Executed one of the director namely **SRI SANJIB BOSE**

AND

1. (PAN-, AADHAR,) son of, by faith- Hindu, by nationality- Indian, by occupation- Service, **2. (PAN -, AADHAR,)**, wife of, by faith- Hindu, by nationality- Indian, by occupation- Housewife, both are residing at presently, and permanent address is West Bengal, hereinafter called and referred to as the "**PURCHASERS**"

(which expression shall unless excluded by or repugnant to the context be deemed to repugnant to the context be deemed to include their heirs, executors, administrators, legal representatives and assigns) of the **SECOND PART**.

WHEREAS:

1. **LAND OWNER / DEVELOPER** shall mean **SKYLINE BSDS CONSTRUCT PVT. LTD. (PAN- AAQCS6468M)**, a Private Limited Company incorporated under the Companies Act, 1958, having its registered office at 633, Ramkrishna Pally, P.O. & P.S.- Sonarpur, Kolkata-700150, represented by its Directors **(1) SRI SANJIB BOSE (PAN- AIZPB5960H)**, son of Late Narendra Mohan Bose, by faith Hindu, by occupation – Business, residing at Link Road Saheb Para, P.O. & P.S.- Sonarpur, Kolkata-700150, **(2) SRI DEBADIDEV GAYEN (PAN- AIKPG8569L)**, son of Late Satya Ranjan Gayen, by faith Hindu, by occupation Business, residing at Ramkrishna Pally, P.O. & P.S.- Sonarpur, Kolkata - 700150, **(3) BIMAL ROY (PAN- AFWPR5965E)**, son of Late Gopal Chandra Roy, by faith Hindu, by occupation Business, residing at 36, Middle Road, Santoshpur, P.O. - Santoshpur, P.S.- Survey Park, Kolkata-700075, and **(4) SUSANTA SARKAR (PAN- ASWPS1348D)**, son of Late Basudev Sarkar, by faith Hindu, by occupation Business, residing at 4/4, Kabi Sukanta Lane, P.O.- Santoshpur, P.S.- Survey Park, Kolkata-700075,
2. **PURCHASERS** shall mean **1. (PAN-, AADHAR,)** son of, by faith- Hindu, by nationality- Indian, by occupation- Service, **2. (PAN -, AADHAR,)**, wife of, by faith-

Hindu, by nationality- Indian, by occupation- Housewife, both are residing at presently, and permanent address is West Bengal, including their respective heirs, executors, administrators, legal representatives and assigns.

3. **LAND** shall mean **ALL THAT** piece and parcel of bastu land measuring 5 Cottahs 1.5 Chittacks in Mouza- Nischintapur, J.L. No. 53, Touzi No. 285, Pargana- Medanmalla, R.S. Khatian No.187 now L.R. Khatian No.1677, R.S. Dag No. 88 now L.R. Dag No.190, being Scheme Plot No. 392, Ramkrishna Pally, P.S.- Sonarpur, within the limits of Rajpur Sonarpur Municipality, Ward No. 8, Holding No. 667, R.K. Pally, Mission Pally Road, District – South 24 Parganas, West Bengal, which is more particularly described in the SCHEDULE “A” of this Agreement and otherwise well and sufficiently entitled free from all encumbrances, charges, liens, etc and the title of the FIRST PARTY in and over the said land is absolutely clear, marketable and free of all encumbrances whatsoever.

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

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

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

7. **THE PLAN** shall mean the plan, elevation, design, drawings, specifications of the said building as prepared by the Architect and as sanctioned by the Rajpur- Sonarpur Municipality vide Sanction Plan No. **CB/08/28 dated 09.06.2020**

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

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

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

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

AND WHEREAS the FIRST PARTY hereinbefore mentioned is the absolute OWNER and in physical possession of **ALL THAT** piece and parcel of land measuring 5 Cottahs 1.5 Chittacks in Mouza- Nischintapur, J.L. No. 53, Touzi No. 285, Pargana- Medanmalla, R.S. Khatian No.187 now L.R. Khatian No.1677, R.S. Dag No. 88 now L.R. Dag No.190, being Scheme Plot No. 392, Ramkrishna Pally, P.S.- Sonarpur, within the limits of Rajpur Sonarpur Municipality, Ward No. 8, Holding No. 667, R.K. Pally, Mission Pally Road, District – South 24 Parganas, West Bengal, which is more particularly described in the **SCHEDULE “A”** of this Agreement and otherwise well and sufficiently entitled free from all encumbrances, charges, liens, etc and the title of the FIRST PARTY in and over the said land is absolutely clear, marketable and free of all encumbrances whatsoever.

WHEREAS one Durgadas Mukherjee purchased a plot of land measuring 5 Cottahs 1.5 Chittacks in Mouza - Nischintapur, J.L. No. 53, Touzi No. 285, Pargana- Medanmalla, R.S. Khatian No.187, R.S. Dag No. 88, being Scheme Plot No. 392, Ramkrishna Pally, P.S.- Sonarpur, District – South 24 Parganas by virtue of a Deed of Conveyance dated 05.12.1975 registered before S.R. Sonarpur, South 24 Parganas and recorded in Book No.I, Volume No. 69, pages 3 to 6, being No. 4776 for the year 1975 purchased from Ashrampraktan Chhatra Sangha, Narendrapur, South 24 Parganas.

AND WHEREAS said Durgadas Mukherjee mutated his name in J.L. & L.R.O. & in Rajpur Sonarpur Municipality.

AND WHEREAS said Durgadas Mukherjee died intestate on 17.03.2001 leaving behind his wife Baruna Mukherjee, one unmarried daughter Sanghamitra Mukherjee and one son namely—Sugato Mukhopadhyay as his legal heirs and successors.

AND WHEREAS said Baruna Mukherjee died intestate on 08.08.2011 leaving behind her one unmarried daughter Sanghamitra Mukherjee and one son namely Sugato Mukhopadhyay as her legal heirs and successors.

AND WHEREAS said Sanghamitra Mukherjee died intestate on 08.11.2017 leaving behind her only brother Sugato Mukhopadhyay, as her legal heir and successor.

AND WHEREAS the said Sugato Mukhopadhyay herein mutated his name in Rajpur Sonarpur Municipality being Holding No. 667, R.K. Pally and seized and possessed the same free from all rates and taxes regularly to the concerned authorities.

AND WHEREAS by a Deed of Conveyance dated 16th day of December, 2019 said Sugato Mukhopadhyay sold, transferred and conveyed **ALL THAT** piece and parcel of bastu land measuring 5 Cottahs 1.5 Chittacks along with one RTS structure measuring 100 sq.ft. more or less, standing thereon in Mouza- Nischintapur, J.L. No. 53, Touzi No. 285, Pargana- Medanmalla, R.S. Khatian No.187 now L.R. Khatian No. 212, R.S. Dag No. 88 now L.R. Dag No. 190, being Scheme Plot No. 392, Ramkrishna Pally, P.S.- Sonarpur, within the limits of

Rajpur Sonarpur Municipality, Ward No. 8, Holding No. 667, R.K. Pally, District – South 24 Parganas unto and in favour of **SKYLINE BSDS CONSTRUCT PVT. LTD.**, the Land owner / Developer herein. The said Deed of Conveyance has been duly registered before D.S.R.-IV, Alipore, South 24 Parganas and recorded in Book No.I, Volume No. 1604-2019, pages 256783 to 256812, being No. 160406972 for the year 2019.

AND WHEREAS the Land owner / Developer herein mutated its name in Rajpur Sonarpur Municipality being Holding No. 667, R.K. Pally and also in B.L. & L.R.O. being L.R. Khatian No. 1677, L.R. Dag No. 190 and seized and possessed the same free from all rates and taxes regularly to the concerned authorities.

AND WHEREAS the FIRST PARTY hereinbefore mentioned is the absolute Land owner and in physical possession of **ALL THAT** piece or parcel of bastu land measuring more or less 5 Cottahs 1.5 Chittacks in Mouza- Nischintapur, J.L. No. 53, Touzi No. 285, Pargana- Medanmalla, R.S. Khatian No.187 now L.R. Khatian No.1677, R.S. Dag No. 88 now L.R. Dag No.190, being Scheme Plot No. 392, Ramkrishna Pally, P.S.- Sonarpur, within the limits of Rajpur Sonarpur Municipality, Ward No. 8, Holding No. 667, R.K. Pally, District – South 24 Parganas, West Bengal, which is more particularly described in the **SCHEDULE “A”** herein after.

AND WHEREAS the Land Owner/Developer has prepared a Building Plan for the said premises and has submitted the same to the Rajpur - Sonarpur Municipality for sanction and the

Rajpur- Sonarpur Municipality accorded its sanction Plan No. CB/08/28 dated 09.06.2020.

AND WHEREAS the Purchasers are desirous of owning **one Flat being Flat No. ... on the Floor (..... - side) having a super built up area of square feet more or less** at the said premises fully described in Second Schedule as mentioned and described hereunder written and herein after referred to as the said Unit.

AND WHEREAS being approached by the Purchasers the Developer has agreed to sell and the Purchasers have agreed to purchase the said Unit along with undivided proportionate share in the said land fully described in Second Schedule herewith along with the proportionate undivided share in common areas as detailed in the Third Schedule hereunder at a total consideration amount of **Rs.00, 00,000/- (Rupees) only** and an Agreement for Sale was executed on

NOW THIS INDENTURE WITNESSETH that in pursuance of the said Agreement for Sale and in consideration of the sum of total **Rs.00,00,000/- (Rupees)** only towards the cost of land and the cost of construction of flat to the Vendor before the execution of these presents (the receipt whereof the Vendor do hereby and also by the received here under written admit and acknowledge) and the Vendor do hereby absolutely and indefeasibly grant, sell, conveys, transfer assign and assure **ALL THAT Flat No. ... on the Floor (..... side) having a super built up area of square feet more or less** consisting of 2 Bed Rooms, 1 Kitchen, 2 Toilet and 1 balcony, and 1 living cum dining drawing of the newly constructed building namely

“**UDBODHAN**” together with right, title, interest in undivided proportionate share in land attributed to the flat in a newly constructed building lying within the limits of the Rajpur - Sonarpur Municipality Holding No.667, Mission Pally Road, Ward No.08 known as Scheme Plot No. 392, Ramkrishna Pally, P.S.- Sonarpur, Kolkata 700150 in the District of South 24 Parganas, together with proportionate share of and interest in the said land and the common portions areas in common with other co owners of flat in the said building more fully and particularly described in the Second Schedule hereto and the Vendor and developer confirms and reversion or reversions remainder or remainders and the rents issues and profits of and in connection with the said undivided share in the said land and the said flat and all the estate, right, title and interest, property claim and demand whatsoever of the Vendor into out of or upon the said undivided share in the said land and the said flat and all other benefits, rights, herein comprised and hereby granted, sold, conveyed, transferred, assigned and assured or expressed or intended so to be and every part or parts thereof respectively **TOGETHER WITH** his and every of his respective rights, liberties and appurtenances whatsoever to the unto the purchase free from all encumbrances, trusts, charges, liens and attachments whatsoever **AND ALSO TOGETHER WITH** all easement or quasi easements and other stipulations and provisions in connection with the beneficial use and enjoyment of the undivided share in the said land and the said flat including those which are more particularly mentioned in the fifth schedule hereto and in common with other co-owners of the building **TO HAVE AND TO**

HOLD the said undivided share in the said land and the said flat and all other benefits, privileges and rights hereby granted, sold, conveyed, transferred, assigned and assured and every part or parts thereof absolutely and forever and subject to the Purchasers covenant contained in the sixth schedule hereunder written **AND ALSO** subject to the Purchasers paying and discharging all taxes and impositions on the said flat wholly and the common expenses proportionately and all other outgoing in connection with the said flat wholly and the said building and the said land in particular and the common portions proportionately with effect from the date of possession.

THE LAND OWNER/ DEVELOPER DO HEREBY COVENANT WITH THE PURCHASERS AS FOLLOWS:-

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

2) It shall be lawful for the Purchasers from time to time and at all times hereafter to quietly enter into and upon and to hold

use and enjoy the said flat and every part thereof and to receive, rents, issues and profits thereof without any interruption disturbances claim or demand whatsoever from or by the Vendor and developer or any person or persons claiming through under or in trust for them or any of them and freed discharged and cleared from or otherwise by the Vendor and developer stated harmless and indemnified against all manner or encumbrances whatsoever created occasioned or made by the Land Owner /Developer save only these as are expressly mentioned therein.

3) The Land Owner/ developer and every person or persons having or lawfully claiming any estate, right, title or interest into or upon the said land through under or in trust for them or any of them shall and will from time to time and at all times hereafter upon every reasonable request and at the cost of the Purchasers made do acknowledge execute and perfect all such further and or other lawful and reasonable acts, deeds, matters and things whatsoever for further better and more perfectly assuring the said unit and rights hereby granted and sold unto the Purchasers and in the manner aforesaid.

THE PURCHASERS DO TH HEREBY COVENANT WITH THE LAND OWNER/DEVELOPER as follows:-

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

FIRST SCHEDULE ABOVE REFERRED TO

ALL THAT piece or parcel of bastu land measuring more or less 5 Cottahs 1.5 Chittacks in Mouza- Nischintapur, J.L. No. 53, Touzi No. 285, Pargana- Medanmalla, R.S. Khatian No.187 now L.R. Khatian No.1677, R.S. Dag No. 88 now L.R. Dag No.190, being Scheme Plot No. 392, Ramkrishna Pally, P.S.- Sonarpur, within the limits of Rajpur Sonarpur Municipality, Ward No. 8, Holding No. 667, R.K. Pally, Mission Pally Road, District – South 24 Parganas, West Bengal, the said land is butted and & bounded by : -

ON THE NORTH : Scheme Plot No. 399, Ramkrishna Pally.
 ON THE SOUTH : 25' feet wide Road.
 ON THE EAST : Scheme Plot No. 391, Ramkrishna Pally.
 ON THE WEST : Scheme Plot No. 393, Ramkrishna Pally.

THE SECOND SCHEDULE ABOVE REFERRED TO

(FLAT)

ALL THAT Flat No. ..., on the side of the Floor measuring Super Built - up area of sq. ft. (carpet area sq.ft.and built up area sq.ft.) consisting of 2 Bed Rooms, 1 living cum dining drawing, 1 Kitchen, 1 Toilet, 1 W.C. and 2 balcony of the newly constructed building namely “**UDBODHAN APARTMENT**” together with right, title, interest in undivided proportionate share in land attributed to the flat in a newly constructed building lying within the limits of the Rajpur Sonarpur Municipality Holding No. 667, Mission Pally Road, Ward No.08 known as Scheme Plot No. 392, Ramkrishna Pally, under

Rajpur Sonarpur Municipality, P.S.- Sonarpur, Kolkata 700150 in the District of South 24 Parganas, West Bengal, with enjoyment of common rights, benefits facilities and easement attributable to the flat.

(CAR PARKING)

ALL THAT Open Car Parking Space No. ..., on the **Ground Floor** having a super built up area of ... sq. ft. more or less of the newly constructed building together with right, title, interest in undivided proportionate share in land attributed to the flat in a newly constructed building lying within the limits of the Rajpur Sonarpur Municipality Holding **No.667**, Ward No.08 known as Scheme Plot No. 392, Ramkrishna Pally, under Rajpur Sonarpur Municipality, P.S.- Sonarpur, Kolkata 700150 in the District of South 24 Parganas, with enjoyment of common rights, benefits facilities and easement attributable to the car parking space.

THE THIRD SCHEDULE ABOVE REFERRED TO

(COMMON AREAS)

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

7. Electrical Power Transformer.
8. Roof, security room, security toilet and meter room.

THE FOURTH SCHEDULE ABOVE REFERRED TO
(COMMON EXPENSES)

1. The expenses of maintaining, repairing, redecorating, renewing the main structure roof and in particular the drainage system sewerage system, rain water discharge arrangement, water electricity supply system to all common areas in mentioned in **SCHEDULE "D"** hereinbefore.
2. The expenses of repairing, maintaining, painting the main structure outer walls and common areas of the Building.
3. The costs of cleaning and lighting the entrance of the Building and the passage and spaces around the Building lobby, staircase and other common areas.
4. Salaries of all persons and other expenses for maintaining the said building.
5. Municipal taxes, water taxes, insurance premium and other taxes and other outgoings whatsoever as may be applicable and/or payable as the said building.
6. Such other expenses as may be necessary for or incidental in the maintenance and upkeepment of the premises and the common facilities and amenities.

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

SIGNED, SEALED & DELIVERED

By the parties at Kolkata in the
Presence of:

WITNESSES:

1.

SIGNATURE OF THE LAND OWNER/ DEVELOPER

2.

SIGNATURE OF THE PURCHASERS

Drafted by me:

Advocate
Alipore Judges' Court
Kolkata-700 027.

MEMO OF CONSIDERATION

RECEIVED of and from within named Purchasers the within mentioned sum of **Rs.00, 00,000/- (Rupees)** only being the full consideration money as per Memo below.

MEMO

<u>Sl. No.</u>	<u>Cheque / Draft No.</u>	<u>Dated</u>	<u>Drawn on</u>	<u>Amount (Rs.)</u>
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Total : Rs. 00,00,000/-
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(Rupees) only

WITNESSES:

1.

2.

SIGNATURE OF THE LAND OWNER /DEVELOPER