

DEED OF CONVEYANCE

THIS DEED OF CONVEYANCE is made on this _____ day of _____, 2019 (Two Thousand Nineteen);

BETWEEN

(1) **SRI SUBIR KUMAR MITRA** son of Late Bholanath Mitra having (PAN-AEFPM5969R), by Religion Hindu, by Occupation-Retired Person, by Nationality-Indian, residing at Udayanpally, P.O. Ichapore, P.S-Noapara, District:- North 24-Parganas, Kolkata-743144, West Bengal, (2) **SRI SHANKAR MITRA** son of Late Dilip Kumar Mitra, having (PAN-AGOPM1432G), by Religion Hindu, by Occupation-Service, by Nationality Indian, residing at Udayanpally, P.O. Ichapore, P.S-Noapara, District:- North 24-Parganas, Kolkata-743144, West Bengal, hereinafter called and referred to as the **LANDOWNERS** (which expression shall unless excluded by or repugnant to the context be deemed to mean and include their heirs, executors administrators, legal representatives and/or assigns) etc. of the **FIRST PART** represented by their constituted attorney **“PRAKRITI PROPERTIES”** (PAN-AAQFP9032K) a partnership firm represent by its partners, namely 1. **SRI SHIBU BISWAS** son of Late Ramani Biswas, 2. **SRI JOY ADHIKARY** son of Sri Patit Paban Adhikary, 3. **SRI NITAI DAS** son of Sri Birendra Nath Das, by virtue of a Registered Power of Attorney which was duly registered before A.D.S.R. Barrackpore and copied in Book No. I, Volume No.1505-2019 , Pages from - 44040 to 44073, Being No. 150502187 for the year 2019.

AND

“PRAKRITI PROPERTIES” (PAN-AAQFP9032K) a partnership firm, having its registered place of Business at 395, Lenin Nagar, Holding No-743/1, P.O. – Garulia, P.S. – Noapara, District – North 24 Parganas,

Kolkata – 743133 and its principal place of business at 28(15), Barasat Road (West), P.O. – Barrackpore, P.S. – Titagarh, District – North 24 Parganas, Kolkata – 700120 being represented by its partners for the time being, namely **1. SRI SHIBU BISWAS** son of Late Ramani Biswas having **(PAN- AIKPBI438M)**, by Religion Hindu, by Occupation-Business, by Nationality Indian, residing at 382, Lenin Nagar, Holding No-729/1, P.O. – Garulia, P.S. – Noapara, District – North 24 Parganas, Kolkata – 743133, West Bengal, **2. SRI JOY ADHIKARY** son of Sri Patit Paban Adhikary, having **(PAN-ANBPA9330M)**, by Religion Hindu, by Occupation Business, by Nationality Indian, residing at 395, Lenin Nagar, Holding No-743/1, P.O. – Garulia, P.S. – Noapara, District – North 24 Parganas, Kolkata – 743133, West Bengal, **3. SRI NITAI DAS** son of Sri Birendra Nath Das, having **(PAN-BINPD8503M)**, by Religion Hindu, by Occupation Business, by Nationality Indian, residing at Mahadanga Colony, Holding No-771, 02- No- Mahadanga Colony, P.O-Chandannagar, P.S-Chandannagar, District:- Hooghly, Kolkata-712136, West Bengal, hereinafter collectively called and referred to as the **DEVELOPER/CONFIRMING PARTY** (which expression or term shall unless otherwise excluded by or repugnant to the subject or context be deemed to mean and include the said Firm, its successor-in-office, partners

and their respective heirs, executors, administrators and legal representatives and assigns etc.) of the SECOND PARTY.

AND

1) daughter of Sri _____ having (PAN- _____), by faith - Hindu, by Nationality - Indian, by occupation _____ - Service and residing at _____,

hereinafter called and referred to as the "PURCHASER" (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include heirs, executors, administrators, legal representatives and assigns) of the THIRD PART.

WHEREAS one Harendra Nath Basu while being lawful owner was in actual physical in or over 55 decimal of land transferred from this land a piece and parcel of land measuring about 16 decimal appertaining to Dag No. 6366 under Khatian No. 610 in Mouza- Ichapur, J.L. No. 03 in P.S.- Noapara, Re. Sa. No. 89 District- North 24 Parganas by a registered Deed of Conveyance being No. 1202 dated 25.07.1950 registered in the office of sub-Registrar at Barrackpore, recorded in Book

No. 01, Volume No- 23, Pages No. 65 to 69 in favour of one Bhol Nath Mitra and delivered peaceful possession thereof. This property hereinafter described as entire property.

AND WHEREAS while being in actual physical possession in and over the aforesaid land said Bhol Nath Mitra died intestate leaving him his widow Labonnya Prava Mitra, seven sons namely Sri Amar Nath Mitra, Mihir Kumar Mitra, Arun Kumar Mitra, Sri Asok Kumar Mitra, Sri Asim Kumar Mitra, Sri Dilip Kumar Mitra, Sri Subir Kumar Mitra, and three daughters namely Smt. Lina Basu wife of Harendra Nath Mitra, Smt. Gouri Basu wife of Bhivash Basu and Kumari. Manu Mitra @ Manasi Mitra as his legal heirs, successors and representatives to inherit the aforesaid property in equal shares each having $1/11^{\text{th}}$ share.

AND WHEREAS Thereafter Labonnya Prava Mitra having died intestate her $1/11^{\text{th}}$ share from aforesaid property developed upon her aforesaid seven sons and three daughter, who became entitled to the aforesaid property each having $1/10^{\text{th}}$ share therein.

AND WHEREAS Thereafter Amar Nath Mitra having died intestate bachelor on 21.10.1982, his $1/10^{\text{th}}$ share in the property developed upon his

aforesaid leaving six brother and three sisters, who became entitled to the aforesaid property each having 1/9th share therein.

AND WHEREAS At that material time, for beneficial enjoyment said Mihir Kumar Mitra being first part and other brothers and sisters namely Arun Kumar Mitra, Sri Asok Kumar Mitra, Sri Asim Kumar Mitra, Sri Dilip Kumar Mitra, Sri Subir Kumar Mitra, Smt. Lina Basu wife of Harendra Nath Mitra, Smt. Gouri Basu wife of Bhivash Basu and Kumari. Manu Mitra @ Manasi Mitra jointly being second part, partitioned their joint (joint) lands with building standing thereon amicably executing a Bengali Deed of Partition, Being No. 1726 dated 29.02.1992 Registered at D.S.R. North 24 Parganas at Barasat and recorded in Book No.01, whereby second part of the said partition Deed got the specifically demarcated property measuring about 7 Cotthas 11 Chittaks and 41 sq. ft. along with structure thereon comprised in Dag No. 6066 of Khatian No. 610 under Mouza- Ichapur, J.L.No.03 IN P.S.- Noapara, as mentioned in the "Kha" schedule of the said partition Deed and the said partitioned property has been particularly described in the Schedule -A herein below.

AND WHEREAS Thereafter, while Arun Kumar Mitra, Sri Asok Kumar Mitra, Sri Asim Kumar Mitra, Sri Dilip Kumar Mitra, Sri Subir Kumar

Mitra, Smt. Lina Basu wife of Harendra Nath Mitra, Smt. Gouri Basu wife of Bhivash Basu and Kumari. Manu Mitra @ Manasi Mitra being second part were in email possession in or aforementioned demarcated property measuring about 7 Cotthas 11 Chittaks and 41 sq. ft. along with structure thereon by way of paying rents and taxes in the office of Govt. Seristhe and Municipality, among them said Arun Kumar Mitra died intestate on 25.08.1997 leaving behind his widow Rekha Mitra, son Sri Alok Kumar Mitra and daughter Smt. Chumki Majumder to inherit His 1/8th share from the aforesaid partitioned property in equal shares.

AND WHEREAS Thereafter said Rekha Mitra wife of Late Arun Kumar Mitra died on 12/11/2011 leaving behind his son Sri Alok Kumar Mitra and daughter Smt. Chumki Majumder to inherited her share and by way of such successive inheritance said Sri Alok Kumar Mitra and daughter Smt. Chumki Majumder inherited 1/8th share from the aforesaid partitioned property, each having 1/16th share.

AND WHEREAS Thereafter said Smt. Chumki Majumder gifted away her 1/16th share from aforesaid partitioned property by registered Deed of Gift being No. 150502818/2016 dated on 17/06/2016 registered in the office of A.D.S.R.O. Barrackpore and recorded in Book No. 01, Volume No. 1505-

2016 pages No. 72257 to 72275 in favour of her brother Sri Alok Kumar Mitra and after acquiring gifted property said Sri Alok Kumar Mitra owned $1/8^{\text{th}}$ share from the aforesaid partitioned property.

AND WHEREAS thereafter said Asok Kumar Mitra transfer his $1/8^{\text{th}}$ share from aforesaid partitioned property by registered Deed of sale being No. 6416 dated 20.10.1993 registered in the office of D.R. Barasat and recorded in Book No.01, Volume No.156, Pages No. 161 to 168 in favour of Sri Asim Kumar Mitra and after purchasing said property said Asim Kumar Mitra owned $2/8^{\text{th}}$ share from aforesaid partitioned property.

AND WHEREAS said Manu Mitra @ Manasi Mitra having died intestate on 30/10/1999 being bachelor her $1/8^{\text{th}}$ share from aforesaid partitioned property developed upon him/her surviving brothers Dilip Kumar Mitra, Sri Asok Kumar Mitra, Sri Asim Kumar Mitra, Sri Subir Kumar Mitra, Sri Mihir Kumar Mitra and two sister Lina basu and Gouri Basu respectively in equal shares each having 2 Chittaks 9.6 sq. ft. equivalent to 99.6 sq. ft. with along with undivided portion of two storied dilapidated building measuring about 37.64 sq. ft. in ground floor and 37.64 sq. ft. in first floor from aforesaid partitioned property.

AND WHEREAS thereafter said Smt. Lina Basu having died intestate on 06.01.2001 her 1/8th share acquired through Deed of Partion and 1/56th (2 Chittaks 9.6 sq. ft. land with share of structure) share by way of inheritance being heir of Miss. Manu Mitra @ Manasi Mitra from the aforesaid parttioned property, developed upon her son Sri Soumendra Kumar Basu, one daughter smt. Suva Dutta and One Granddaughter Smt. Nabanita Sur, who is daughter of Smt, Dipa Dutta respectively in equal share and it is partinent to memtion that said Dipa Basu was daughter of Lina Basu (since deaceased). Further, it be noted that, Harendra Nath Bose being husband of Lina Bose died prior to his wife.

AND WHEREAS thereafter said Asok Kumar Mitra having died intestate on 23/01/2003 his 1/56th share or 99.6 sq. ft. land with undivided share of two storied dilapidated building measuring about 37.64 sq. ft. in groun floor and 37.64 sq. ft. in first floor from the aforesaid partitioned property, developed upon his wife Smt. Rita Mitra and two daughters Smt. Suvra Mitra, Krishna Mitra to inherit his aforesaid share equally.

AND WHEREAS said Soumendra Kumar Basu and Smt. Suva Dutta jointly gifted away their inherited shares all that piece and parcel of land measuring about 531 sq. ft. along with undivided share of two storied

dilapidated building measuring about 200.76 sq. ft. in ground floor and 200.76 sq. ft. in first floor by registered Deed of Gift being No. 1872 dated 29/04/2015 recorded in Book No. 01, Volume No.05, Pages No. 5938 to 5958 in the office of A.D.S.R.O Barrackpore in favour of the Sri Subir Kumar Mitra, Sri Alok Kumar Mitra and sri Shankar Mitra.

AND WHEREAS similarly, Smt. Nabanita Sur wife of Ashim Sur transferred her inherited share a piece and parcel of land measuring about 265.52 sq. ft. land along with undivided share of two storied dilapidated building measuring about 100.38 sq. ft. in ground floor and 100.38 sq. ft. in first floor by registered Deed of Sale being No. 01753 dated 15/04/2016, recorded in Book No. 01, Volume No. 1505-2016, Pages No. 48849 to 48869 registered in the office of A.D.S.R.O Barrackpore in favour of Shankar Mitra, Sri Alok Kumar Mitra and Sri Subir Kumar Mitra.

AND WHEREAS said Ashim Kumar Mitra being bachelor died intestate on 14.07.2004 his $1/8^{\text{th}}$ share acquired through partition, $1/8^{\text{th}}$ share through purchase from Asok Kumar Mitra and $1/56^{\text{th}}$ share by way of inheritance from Miss, Manu Basu, from aforesaid partitioned property, developed upon him his surviving brothers Sri.Subir Kumar Mitra, Dilip Kumar Mitra, Mihir Kumar Mitra and sister Smt. Gouri Basu respectively in equal shares

each having 373.4 sq. ft. along with undivided share of two storied dilapidated building measuring about 141.14 sq. ft. in ground floor and 141.16 sq. ft. in first floor from A schedule property.

AND WHEREAS said Dilip Kumar Mitra having died intestate on 10.02.2008 his $1/8^{\text{th}}$ share acquired through partition Deed, $1/56^{\text{th}}$ share by way inheritance from Miss. Manu Mitra @ Manasi Mitra (since deceased), and 373.4 sq. ft. together with undivided share of two stored building measuring about 141.16 sq. ft. in ground floor and measuring about 141.16 in first floor by way inheritance from Asim Kumar Mitra, from aforementioned partition property developed upon him his wife Smt. Shila Mitra and one son Sri. Shankar Mitra in equal share each having $1/2^{\text{th}}$ share as his legal heirs, successors and representatives of him.

AND WHEREAS said Gouri Basu gifted away her undivided share described as aforesaid all that piece and parcel of land measuring about 1169.96 sq. ft. land along with undivided portion of two storied dilapidated building standing thereon measuring about 442.30 sq.ft. ground floor and 442.30 sq. ft. in first floor by virtue of a registered Deed Of Gift being No.03053 dated 07.06.2014 recorded in Book No.1, Volume No. 08 Pages

No. 1070 to 1083 in the office of A.D.S.R.O. Barrackpore in favour of her brother Subir Kumar Mitra.

AND WHEREAS in the meanwhile said Subir Kumar Mitra and Sri. Shankar Mitra duly got their acquired lands recorded in their name in B.L & L.R.O published record of right against L.R. Dag No.9875 in L.R. Khatian No. 18086 & 20845 respectfully and have been possession by way of paying rents before the Govt. Srestha and taxes in the office of North Barrackpore Municipality having holding no. 396 within Ward No. 12.

AND WHEREAS thereafter said Subir Kumar Mitra and Sri. Shankar Mitra became owners of aforesaid property jointly gifted away a piece and parcel of land measuring about 2 katha 08 Chittacks 35 sq. ft. along with portion of old two storied dilapidated building measuring about 992 sq. ft. at ground floor and 992 sq. ft. in first floor by registered deed of gift being No. 02093 dated 15.03.2018 recorded in Book No. 1, Volume No. 1501-2018, Pages No. 44546 to 44574 in the office of the D.S.R-I, Barasat in favour of Sri. Alok Kumar Mitra

AND WHEREAS then, said Smt. Pronati Mitra and Smt. Shibani Mitra jointly gifted away all the piece and parcel of land measuring about 10 Chittacks 23 sq. ft. or 473 sq. ft. along with undivided share of two storied

building measuring about 178.81 sq. ft. in ground floor and 178.81 sq.ft. in first floor, from aforesaid partition property, by virtue of a registered Deed Of Gift being No. 150503790 for the year 2018, registered in the office of A.D.S.R.O Barrackpore and recorded in Book No.1, Volume No.1505-2018, Pages No. 106495 to 106526 in favour of Sri Shankar Mitra.

AND WHEREAS thereafter Smt. Rita Mitra, Smt. Suvra Mitra and Krishna Mitra being legal heirs of Asok Kumar Mitra (since deceased) while seized and possessed all that piece and parcel of land measuring about 2 Chittacks 9.6 sq.ft. equivalent to 99.6 sq.ft. together with undivided share of two stored building measuring about 37.64 in ground floor and 37.64 sq.ft. in first floor , they gifted away the same by virtue of a registered Deed of Gift being No. 03791 dated 08.08.2018, registered in the office of A.D.S.R.O- Barrackpore, North 24 Parganas in favour of Sri Shankar Mitra.

AND WHEREAS thereafter said Shila Mitra wife of Late Dilip Kumar Mitra gifted away her inherited share, all that piece and parcel of land measuring about 585 sq. ft. land along with undivided portion of two storied dilapidated building standing thereon measuring about 221.15 sq. ft. in ground floor and 221.15 sq. ft. in first floor by virtue of a registered Deed

of Gift being No. 15050413/19 dated 24.01.2019, registered in the office of A.D.S.R.O- Barrackpore, and recorded in Book No.1, Volume No.1505-2019, Pages No. 12455 to 12482 in favour of her son Sri Shankar Mitra.

AND WHEREAS by such aforesaid way the landowners and Sri Alok Kumar Mitra being joint owners while possessed all that piece and parcel of land as per Deeds measuring about 7 katha 11 chittacks 41 sq. ft. together with two storied building measuring about 2108 in ground floor and 2108 sq. ft. in first floor standing thereon and upon physical measurement the same comes down to total area of land measuring about 7 katha 10 chittacks 14 sq. ft. together with a two storied building measuring about 2452 sq.ft in ground floor and 1767 sq. ft. in first floor standing thereon appertaining to sabek Dag No.6366 of Khatian No. 610 corresponding to L.R. Dag No . 9875 in L.R. Khatian No. 18086, 20845 & 18087 under Mouza -Ichapore, J.L. No. 03, P.S.-Noapara, Re. Su. No . 89, Touzi No. 617 Dist. North 24 Parganas within Municipal Ward No. 12 bearing Holding No. 396 under North Barrackpore Municipality, they in order to avoid any future problem and in order to set all disputes and differences at rest, amicably partitioned the aforesaid property by metes and bounds by dividing the aforesaid in the manner stated therein i.e. the Landowners herein being co-owner of the first part therein accepted the property set out in the LOT "X" and declined in

green border therein I.e. all that piece and parcel of land measuring about 5 katha 2 chittacks 27.66 sq. ft. and upon physical measuring the said quantum of land comes down to all that piece and parcel of land measuring about 5 katha 2 chittacks 27.66 sq. ft. along with demarcated portion of two storied residential structure covering an area of 1460 sq.ft. in the ground floor and 775 sq.ft. in the first floor standing thereon, which is more specifically described in the first Schedule hereunder written, through Deed of Partition on 29.01.2019, which was duly registered in the office of A.D.S.R.O- Barrackpore, North 24 Parganas and recorded therein vide Book No .1, Volume No. 1505-2019, Pages No. 13477 to 13514, Being No. 1505000446 for the year 2019.

AND WHEREAS by dint of aforesaid partition Deed the landowners herein have become absolute owner of all that piece and parcel of land measuring about 5 katha 2 chittacks 27.66 sq. ft. and upon physical measuring the said quantum of land comes down to all that piece and parcel of land measuring about 5 katha 1 chittacks 24 sq. ft. along with demarcated portion of two storied residential structure covering an area of 1460 sq. ft. in the ground floor and 775 sq.ft. in the first floor standing thereon comprised to Dag No. 6366 under Khatian No. 610 appertaining to L.R. Khatian No. 18086 & 20845 in L.R. Dag No. 9875 in **Mouza –Ichapore,**

J.L. No. 03, P.S.- Noapara, Re. Su. No. 89, Touzi No. 617, Dist. North 24 Parganas, within the jurisdiction of North Barrackpore Municipal having Holding No.396 in Ward No. 12, which is more specifically described in the First Schedule herein below.

AND WHEREAS thus being seized and possessed and well sufficiently entitled of the said premises mentioned in the First Schedule written hereunder, the LANDOWNERS herein became desirous of developing the First Schedule property by way of raising multi-storied structure thereon as Apartment ownership basis and to sell to the intending PURCHASER.

AND WHEREAS to full fill desired object, the Landowners approached and or offered the present Developer, the said "**PRAKRITI PROPERTIES**" described as above to undertake development of the A Schedule property by raising structure on Apartment ownership basis by input of finance under certain terms and conditions for their mutual benefit.

AND WHEREAS subsequently land owners are entered into a Registered Development Agreement which is registered before A.D.S.R. Barrackpore and copied in Book No. I, Volume No.1505-2019, Pages-44074 to 44125, Being No-150501512 for the year 2019 and a Registered

Power of Attorney which is registered before A.D.S.R. Barrackpore and copied in Book No. I, Volume No.1505-2019, Pages from - 44040 to 44073, Being No. 150501522 for the year 2019 under the terms and conditions contained therein to raise construction of a multi-storied building thereon so that the Owner hand over the possession of the said Scheduled mentioned land and on the strength of said development agreement and power of attorney developer obtain sanction plan from the North Barrackpore Municipality.

AND WHEREAS as per the aforesaid building plan Developer have started at their own cost the process of erection and / or construction of the G+ multi storied building including the common parts facilities and / or amenities therein situated and lying at Municipal Road (Udayanpally) under North Barrackpore Municipality, Ward No. 12 and the present owners/ vendors have expressed their desire to sell the portion or portions of the said building after completion on "Ownership basis".

AND WHEREAS the Purchasers has inspected and satisfied with the title deeds of Land Owners sanctioned Building Plan and other

necessary papers relating to the said land and being satisfied have agreed.

AND WHEREAS the present vendors as well as developer became desirous to developing a new multi storied building over the said plot of land and decided to develop the same by erection of a new building or buildings for commercial as well as residential purposes after obtaining sanctioned building plan from the authority of the North Barrackpore Municipality firm to handover, assign or award the job of construction as per specification with floor, plans, elevation, sanction made within compliance with statutory requirements in the said plot of land and/or received or obtained money from time to time from the intending buyers or Purchaser of the units to be constructed and will be comprised in the new building as shown in the plan.

AND WHEREAS the Vendors as well as the developer herein are lawfully entitled to sell, transfer, assign, assure and/or to develop the said premises as described in the schedule mentioned, by way of a development project on the basis of building plan to be sanctioned from the municipality concern or erection of a new building wherein several modern flats to be constructed to provide owners, developer and also for intending customer or customers.

AND WHEREAS after getting the building plan

sanctioned from the competent authority the Vendors as well as the Developer herein completed the construction work of the said multi storied building upon the said property consisting of several self contained flats, shops, garages along with common parts common amenities, common facilities relating thereto (hereinafter referred to as the SAID BUILDING).

AND WHEREAS the Purchaser desirous to own and acquire **ALL THAT** one residential **Flat being No- '** on the **Third Floor South West** side, measuring more or less **sq. ft.** super built up area of the said multi storied building together with undivided impartible share of land comprised in the said premises Mentioned in the First Schedule and the said **FLAT** which is more fully and particularly described in the second schedule, approached the Vendors as well as the Developer by agreeing to sell the said FLAT from the Developer's allocation to the Purchaser made an Agreement for sale with the Purchaser dated

AND WHEREAS at or before entering into the said Agreement the Purchaser inspected the title , deed , sanction building plan, construction work etc. and after being fully satisfied entered into the said Agreement.

AND WHEREAS the Purchaser requested Developer/Vendors to execute and registered the deed of conveyance of the said FLAT and the

Developer/Vendors are hereby executing this Deed in respect of the said FLAT in favour of the Purchaser.

AND WHEREAS in terms of the said agreement made between the Vendors as the owners as well as the Developer and the Purchaser herein the Vendors as well as Developer have agreed to sell and transfer unto the Purchaser herein **ALL THAT** undivided proportionate share of interest in the comprised in the said property **TOGETHERWITH** a self-contained flat identified by **Flat No -** , measuring about **sq. ft.** more or less super built up area located at the **FLOOR** South West side of the premises more fully and particularly described in the **SECOND SCHEDULE** hereunder written, shown in the annexed site plan or map of the floor and marked **RED** herein **TOGETHERWITH** the common areas, facilities, amenities of the demised premises more fully and particularly described in the Schedule/ Schedules hereunder written at and for total consideration of **Rs. /- [Rupees**

] only and the Purchaser herein has agreed to purchase the same at the above price under following terms and conditions .

NOW THIS INDENTURE WITNESSETH AS FOLLOWS :

In pursuance of the said agreement and in consideration of sum of **Rs.** , **/- [Rupees**

] only paid by the Purchaser to the Developer in manner stated in the memo of consideration appended below [the receipt whereof

the Developer doth hereby receipt hereunder written admit and acknowledge and from the same and every part thereof] the Developer doth hereby acquit, release and forever discharge the said proportionate undivided share of interest in the said land and also the said flat being **Flat No-** as well as the Purchaser. They the Vendors and the Developer do and each of them doth hereby sale, grant, transfer, convey, assign and assure unto the purchaser ALL THAT proportionate undivided share of interest of and in ALL THAT piece and parcel of land measuring an area of 11 decimal or 06 cottahs 10 chittack 21 sq. ft. more or less as well as the said Flat, being **Flat No.** ', measuring more or less **sq. ft.** super built up area on the **South West** side of the said multi storied building lying and situated at Municipal Road (Udayanpally) under North Barrackpore Municipality, Ward No. 12, District - North 24 Parganas, and more particularly described in the SECOND SCHEDULE hereunder written and delineated in the map or plan hereto annexed and thereon bordered in RED [hereinafter referred to as the said proportionate undivided share in the said land the said flat] OR HOWSOEVER OTHERWISE the said proportionate undivided share in the said land and said flat now are or is or at any time to times heretofore were or was situated, butted and bounded, called, known, numbered, described and distinguished TOGETHERWITH all boundary walls, areas, sewers, drains, paths, passages, water, water-sources and all manner to ancient and other lights, liberties, rights, easements, privileges, advantages, emolument,

appendages and appurtenances, whatsoever standing and being into or upon or belonging thereon or any part thereof with which the same now are/or is or at any time to times heretofore were or was held, used, occupied, enjoyed accepted, Reputed, deemed taken or know as part and parcel or member thereof or appurtenant thereto **AND ALL THE REVERSION OR REVERSIONS, REMAINTER OR REMAINDERS AND THE RENTS** issues and profits thereof and every part thereof and all the estates rights, title, interest claim use inheritance trust possession property or demand whatsoever of the Vendors and the Developer doth at law or in equity into and upon the said undivided proportionate share in the said land and the said flat **TOGETHERWITH** there and every of their respective rights, liberties and appurtenances trust and lispends, attachments whatsoever **AND TOGETHERWITH** easement or quasi easement and other stipulations and provision in connection with the beneficial use and enjoyment of the said proportionate undivided share in the said land and the said flat **TO HAVE AND TO HOLD** the said proportionate undivided share in the said land the said flat and all other rights, hereby granted, sold, conveyed, transferred, assigned and assured and every part hereof absolutely and forever.

THE VENDORS AND THE DEVELOPER DO AND EACH OF THEM DOTH HEREBY CONVENANT WITH THE PURCHASER :

[a] That notwithstanding any act deed or thing whatsoever heretofore done committed or knowingly suffered by the Vendors as well as the Developer to the contrary the Vendors as well as the Developer are

lawfully and absolutely seized and possessed of or otherwise well and sufficiently entitled to the said proportionate undivided share in the said land and the said flat hereby sold, granted, transferred, conveyed, assigned and assured as an absolute and indefeasible estate or an estate equivalent or analogous thereto and free from all encumbrances whatsoever.

[b] That the Vendors as well as the Developer have good rightful power and absolute and indefeasible authority to sell, grant, transfer and convey the said proportionate undivided share in the said land and the said flat and every part thereof unto and to the use of the purchaser in the manner aforesaid and according to the true intent and meaning of these present.

[c] That it shall be lawful for the purchaser at all times hereafter peacefully and quietly to enter into and upon and hold occupy and enjoy the said flat and receive the rent issues and profits thereof without any lawful eviction, interruption hindrance, disturbance, claim or demand, whatsoever from or by the Vendors as well as the developer or any person or persons having or lawfully or the developer or any person or persons having or lawfully or equitably claiming any estate right, title and interest whatsoever in the said proportionate undivided share in the said land, and the flat from under through or in trust for the Vendors and the developer and free clear and freely and clearly and absolutely acquitted exonerated and forever discharged or otherwise by the Vendors as well as the developer well and sufficiently saved defended kept harmless and indemnified or from the against all charge lispens and encumbrances,

whatsoever made done executed or knowingly suffered by the Vendors as well as the Developer.

[d] That the Vendors as well as the Developer all persons having or lawfully or equitably claiming any estate, right, title or interest whatsoever in the said proportionate share in the said flat from through under or in trust for the Vendors and the said flat from through under trust for the Vendors as well as the Developer shall and will from time to time and all times hereafter at the request and cost of the Purchaser do make acknowledge and execute or cause to be done made acknowledge and executed all such further and other acts, deeds, things and assurances whatsoever for further better and more perfectly assuring the said proportionate undivided share in the said land and the said flat hereby sold, granted, transferred, conveyed, assigned and assured and every part thereof unto and to the use of the purchaser as shall or may be reasonably required.

THE PURCHASER DOTH HEREBY COVENANTS WITH THE VENDORS AS WELL AS THE DEVELOPER AS FOLLOWS :

[a] That the Purchaser shall maintain at their own cost the unit hereby sold and conveyed in good condition.

[b] The purchaser shall keep the walls of the said unit and partition walls, sewers, drains, pipe and other fittings and fixture appurtenances hereto belonging in good tenable repair and condition as in particularly so as to support, shelter and project and parapets and other portion of the building besides the said unit.

[c] That the purchaser shall not use the unit for any purpose other than for residential purpose and shall not store or allow to be stored any inflammable goods other than domestic use.

[d] That the purchaser shall not any time demolish or cause to be demolished, damage or cause to be damaged the unit or any part thereof which will weaken the main structure of the building or do any such thing without approval of Vendor's Architects and Engineers.

[e] Upon the formation and registration of the said Society/Association the respective obligations and convenience of the Vendors, the Purchaser and all other person and parties owning other units in the said building herein contained shall cease and shall vest in the Society/Association.

[f] The Purchaser, his servants and agents shall not in any way obstruct or cause to be obstructed the common passages, landings, staircase of the said property not store therein any rubbish or other materials.

[g] From the date of delivery of possession of the said premises and/or unit or flat the Purchaser shall have to pay the proportionate share of monthly maintenance charges for service and maintenance of common parts, common easements, etc. as mentioned in the Fourth Schedule hereto.

[h] So long as the said premises shall not be separately assessed for Municipal Taxes, the Purchaser shall pay the proportionate share of the Municipal Taxes, rates [both owner and occupier] Surcharge if any assessed on the said property and the building thereon.

- [i] That the Purchaser shall be allowed to install or affix any name plate, signboard in the place specified for the purpose in the said building.
- [j] That the Purchaser shall pay monthly lift maintenance charges compulsorily whether he uses the lift or not.
- [k] That the Purchaser shall have absolute right to sell, mortgage, gift, lease or any kind of transfer the said flat hereby sold, conveyed, granted, transferred including the super built-up area.
- [l] That the Purchaser shall not throw or accumulate dirt, rubbish, rags or other refuses or permit the same to be thrown or allow the same to be accumulated in their flat or in the compound or any portion of the said building.
- [m] That the Purchaser shall have the common right of use and enjoyment of the roof of the top floor of the building and the Purchaser their heirs, executors, administrators, representatives, assigns shall not claim any right for further construction on the roof for any purpose.
- [n] That the Purchaser further declare that if in future the Govt. of West Bengal or the Govt. of India will charge any Service Tax in respect of aforesaid flat to the Developer, that the Purchaser shall be bound to pay the total amount of Service Tax or Taxes to the said authority or authorities through the Developer hereinabove without raising any objection.

THE FIRST SCHEDULE ABOVE REFERRED TO :

[Description of the total property]

ALL THAT piece and parcel of Land measuring about **05 Cottahs 02 Chittacks 27.66 Sq.ft.** and upon physical measuring the said quantum of

land comes down to all that piece and parcel of Land measuring about **05 Cottahs 01 Chittacks 24 Sq.ft.** along with demarcated portion of two storied residential structure covering an area of 1460 Sq.Ft. in the ground floor and 775 Sq.Ft. on the first floor standing thereon, appertaining to Dag No-6366 under Khatian No- 610 corresponding to L.R Khatian No-18086 & 20845 in L.R. Dag No-9875 which is lying and situated at Mouza - Ichapur, J.L No-03, Re. Su. No-89, in P.S- Noapara, within the limits of jurisdiction of North Barrackpore Municipality having Holding No-3969 under Ward No-12 and within the jurisdiction of A.D.S.R.O. Barrackpore in the District of North 24 Parganas which is butted and bounded by-

ON THE NORTH : 16 ft. wide Municipal Road (Udayanpally)
ON THE SOUTH : 6 ft. wide common passage;
ON THE EAST : Property of Kashinath Ghsoh;
ON THE WEST : Property of Sri Alok Kumar Mitra.

SECOND SCHEDULE ABOVE REFERRED TO :

[Description of the property hereby sold]

ALL THAT a self contained and independent side

Marble Flooring residential Flat, being **Flat No. ' ' ,** on the

Floor of the (G+) storied building namely "**PRAKRITI RESIDENCY-III**", more or less **sq. ft.** super built up area, consisting of Bed rooms, Sitting cum Dining , Kitchen, Toilets, Balcony with **Lift facility** together with undivided, undemarcated, impartible, proportionate share of the land as described in the **FIRST SCHEDULE** written hereto, shown in the annexed map of the floor and marked **RED** therein **TOGETHERWITH** the common areas, facilities, amenities, boundary wall, pump house, guards room, underground water reservoir and all other common facilities available as mentioned in the forth schedule) which will be used for residential purpose at the Ground Floor of the said (G+) storied building, within the local limits of North Barrackpore Municipality, at Ward No. 12 Holding No. 326/3 of Chunaripara Udayan Pally, within the jurisdiction of A.D.S.R.O Barrackpore, under P.S. – Noapara, District – North 24 Parganas, which is butted and bounded by :-

ON THE NORTH :

ON THE SOUTH :

ON THE EAST :

ON THE WEST :

THE THIRD SCHEDULE ABOVE REFERRED TO :
[common portions, areas and facilities include]

- a) The foundation, columns, ultimate roof, terrace, parapet walls, girders beams, supports, main walls, stair, stair case, lift and entrances and exits from the building intended for common use.
- b) Common passage leading from the Municipal Road to the said building and lobbies on the Ground Floor.
- c) Municipal water line, overhead water tanks, water pipe and other common plumbing installations.
- d) Electrical wiring, motors and fittings (excluding those are installed for any particular flat).
- e) All drains, drainage, sewers, rain water pipes, septic tank, underground reservoir, boundary walls and main gates including outer side of the walls of the side new building.
- f) Lift will be common for all flat owners.
- g) Such other common parts, areas, equipments, installations, fixtures, fittings and spaces in or about the said new building as are necessary for passage to or user and occupancy of the said Flats/Apartments/Shops/Offices Car Parking spaces and other areas in common and as are specified by the Vendors as well as Developer expressly to be common parts after construction of the said building.

THE FOURTH SCHEDULE ABOVE REFERRED TO :
[Cost of maintenance of common service or facilities]

- a) The expenses of maintaining, repairing, redecorating and renewing the main structure and in particular the drainage system, sewerage, rain water discharge arrangement, water supply system, supply of electricity to all common areas mentioned in the Third Schedule hereto.
- b) The expenses of repairing, maintaining, white-washing and colour washing the main structure of the building including the exterior of the building and also the common areas of the building described in the Third Schedule above written.
- c) The cost of cleaning and lighting the passage, landing, staircase and other parts of the building as enjoyed or used by the Purchaser in common as aforesaid.
- d) Cost of maintaining lift.
- e) Cost of decorating the exterior of the premises.
- f) Salary, wages, fees and remuneration of Durwans, Liftmen, Sweepers, Plumbers, Electricians, Caretakers or any other person whose appointment may be considered necessary for maintenance

and protection of the said premises and administration and management of the affairs thereof.

- g) The Municipal taxes, commercial surcharge, multi storied building taxes Urban Land and taxes and other rates and taxes whatsoever as may be found payable on account on the said building from the date of handing over possession.
- h) All common costs of Insurance of the said new building against earthquake, fire, lighting, mob-damage, civil commotion etc.
- i) All charges and deposits for supplies of common utilities to the Co-owners in common.
- j) All litigation expenses for protecting the said plot of land and the said new building to be constructed in the upon the said plot of land.
- k) The office expenses incurred for maintaining the office of the Association of occupiers to be formed for common purposes.
- l) All expenses referred above shall be borne and paid proportionately by Co-Purchaser(s) on and from the date of taking over the possession of their respective Flat and /or Unit with the Vendors as well as Developer.

IN WITNESSES WHEREOF, the parties herein have hereunto put out signature on the day, month and year first above written.

**SIGNED, SEALED AND DELIVERED
BY THE PARTIES IN THE PRESENCE OF :**

1.

2.

Signature of the Vendors

Drafted and prepared by :

(Mithu Ghosh)
Advocate – Barrackpore Court
En : 497/2000

Signature of the Developers

Composed by:

(K. Biswas, Barrackpore)

Signature of the Purchasers

