

## **DEED OF SALE**

**THIS DEED OF SALE** is made on this ..... day of January , Two  
Thousand Twenty **(2020 ) -**

**-Between -**

= (2) =

**(1)MR. DILIP SHOW (PAN NO. CWRPS 5632P),** ( Phone No. 7044670322), son of Late Ramprasad Show, by faith Hindu, by Occupation -Service, by Nationality Indian, **(2) MR. SAMAR SHOW (PAN NO. FSPPS 6291P),** (Phone No.9836541871), **(3) MR. ASHOKE SHOW (PAN NO. BZHPS 5419N),** ( Phone No. 8017091533), both are sons of Ram Bola Show, both are by faith Hindu, both are by Occupation Business, both are by Nationality Indian, ail are residing at 12/3L, Dharmatala Road, Police Station Kasba, Post Office Tiljala, Kolkata -700 039, **(4) MINATI NATH, (PAN NO. BOTPN 6272F),** (Phone No. 9874486989), wife of Late Gopal Chandra Nath, by faith Hindu, by Occupation Housewife, by Nationality Indian, residing at 12/3L, Dharmatala Road, Police Station Kasba, Post Office Tiljala, Kolkata - 700 039 previously residing at 50/3D13A, Dharmatala Road, Police Station Kasba, Post Office Kasba, Kolkata - 700 042, **(5) KABERI NATH @ KABERI BISWAS NATH, (PAN NO. AKXPN 9549E),** (Phone No. 9804464961), wife of Indranil Biswas, daughter of Late Gopal Chandra Nath @ Gopal Chandra by faith Hindu, by Occupation Housewife, by Nationality Indian, residing at Flat No. 4F, Kwality Bliss, Notunpara, Gopalpur, Police Station Rajarhat Gopalpur, Post Office Rajarhat Gopalpur, Pin Code 700136, North 24 Parganas, **(6)ANJANA DAS, (PAN NO.EHAPD4221F ) ,** (Phone No. 8017075767), wife of Dipankar Das, daughter of Late Gopal Nath, by faith Hindu, by Occupation Housewife, by Nationality Indian, residing at 8A, Mahendra Chatterjee Lane, Police Station Topsia, Post Office Gobinda Khatick Road, Kolkata-700046,

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(7) **MOUMITA NATH, (PAN NO. BGXPN 5973P)**, (Phone No. 9830909108), daughter of Late Gopal Chandra Nath, by faith Hindu, by Occupation Housewife, by Nationality Indian, residing at 12/3L, Dharmatala Road, Police Station Kasba, Post Office Tiljala, Kolkata - 700 039 previously residing at 50/3D/3A, Dharmatala Road, Police Station Kasba, Post Office Kasba, Kolkata - 700 042, (8) **BANDANA PATRA, (PAN NO. CPTPP 9850B)**, (Phone No. 7980941123), wife of Biswadeb Patra, daughter of Late Gopal Chandra Nath, by faith Hindu, by Occupation Housewife, by Nationality Indian, residing at 12/1/2A/1, Bose Pukur Road, Police Station Kasba, Post Office Kasba, Kolkata - 700 042, (9) **KABITA HAZRA., (PAN NO. AXMPH 3990B)**, (Phone No. 7003173110), wife of Ashis Hazra, daughter of Late Gopal Chandra Nath, by faith Hindu, by Occupation Housewife, by Nationality Indian, residing at Dattapara, Kulingram, Barddhaman, Pin Code 713166, West Bengal, a proprietorship firm represented its proprietor **BITHIKA BHOWMIK alias BITHIKA BHOWMICK, Pan No. CKAPB6363H, AADHAR NO. 767207462908**, wife of Satya Ranjan Bhowmick , by faith- Hindu, by occupation- Business , residing at Noapara , Sonarpur, Kolkata – 700150 (South ), (vide Development Power of Attorney registered at D.S.R. III , recoded in Book No. 1 , Volume No. 1603 – 2018 , Page No. 23856 – 23877 , Deed No. 160300791 , in the year 2018 , hereinafter called and referred to as the **SELLER/VENDOR** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their respective legal heirs, successors,) of the **FIRST PART:**

**-AND-**

**(4)**

..... , S/o..... , by faith Hindu , by occupation ..... , residing at ..... , hereinafter called and referred to as the **PURCHASER** (which term and expression shall unless excluded by or repugnant to the subject or context be deemed to mean and

include his legal representatives, successors, executors, administrators and/or assigns) of the **SECOND PART:**

**-AND-**

**DIPANNITA CONSTRUCTION** , having its office at 12/3L , Dharmatala Road, P.S. Kasba , Kolkata-700039 , a proprietorship firm represented its proprietor **BITHIKA BHOWMIK alias BITHIKA BHOWMICK, Pan No. CKAPB6363H, AADHAR NO. 767207462908,** wife of Satya Ranjan Bhowmick , by faith- Hindu, by occupation- Business , residing at Noapara , Sonarpur, Kolkata – 700150 (South ) hereinafter called and referred to as the **DEVELOPER** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his respective legal heirs, successors,) of the **THIRD PART:**

**WHEREAS** one Patra Land Development Corporation was the sole and absolute owner and possessor in respect of ALL THAT piece and parcel of Land measuring about 2 (two) Cottahs 13 (thirteen) Chittacks 6 (Six) Sq.ft., be the same a little more or less comprised in Mouza -Kasba, J.L. No. 13, R.S. No. 233, Pargana Kalikata, Touzi No. 145, Dag No. 1697, 1698, Khatian No. 792, Police Station Kasba, District 24 Parganas now South and seized and possessed thereof.

(5)

**AND WHEREAS** by a registered Deed of Conveyance dated 5<sup>th</sup> February 1965 which was registered at the Office at Sub — Registrar at Alipore and recorded in Book No. I, Volume No. 34, Pages from 65 to 70, Being No. 908, for the year 1965 the said Patra Land Development Corporation sold, transferred, conveyed and assigned the said land of ALL THAT piece and parcel of Land measuring about 2 (two) Cottahs 13 (thirteen) Chittacks 6 (Six) Sqft., be the same a little more or less comprised in Mouza Kasba, J.L. No. 13, R.S. No. 233, Pargana Kalikata, Touzi No. 145, Dag No. 1697, 1698, Khatian No. 792, Police Station Kasba, District 24 Parganas now South unto and in favour of Smt. Rani Shaw,

wife of Late Ram Prasad Show the mother of the First Party No. 1 herein and the Grandmother of the First Party Nos. 2 and 3 herein for a valuable consideration mentioned therein free from all encumbrances and delivered khas possession thereof.

**AND WHEREAS** the said Rani Shaw while seized and possessed the said Bastu 1. land mutated her name in the record of the Calcutta Corporation now the Kolkata Municipal Corporation in respect of the said property and the said property assessed arid numbered as 12/3L, Dharmatala Road, Police Station Kasba, Kolkata - 700 039.

**AND WHEREAS** by a registered Bengali Kobala dated 16<sup>th</sup> July 1987 which was registered at the Office at District Sub — Registrar at Alipore and recorded in Book No. I, Volume No. 230, Pages 82 to 88, Being No. 11465 for the year 1987 the said Rani Shaw purchased another plot of Bastu Land measuring about 4 (Four) Chittacks be the same a little more or less Comprised in Mouza Kasba, J.L. No. 13, Khatian No. 733, Dag No. 1692, Police

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Station Kasba, District 24 Parganas (South) from one Madanjit Singh, son of Baijnath Singh, of 173, Picnic Garden Road, Police Station Tiliala, Kolkata — 700 039.

THUS the said Rani Shaw became the sole and absolute owner and possessor of ALL THAT piece and parcel of Bastu Land total measuring about 3 (three) Cottahs 1 (one) Chittacks 6 (Six) Sq.ft., be the same a little more or less comprised in Monza Kasba, J. L. No. 13 , R.S. No. 233 , Pargana Kalikata , Touzi No. 145 , Dag No. 1697 , 1698 , Khatian No. 792 and in Dag No. 1692 , Khatian No. 733 , Police Station-Kasba , District- South 24-Parganas .

**AND WHEREAS** by a Registered Deed of Gift dated 12<sup>th</sup> February, 2016 which was registered at the Office at District Sub — Registrar III, at Alipore 24 Parganas (South) and recorded in Book No. I, Volume No. 1603— 2016, Pages

from 22588 to 22607, Being No. 160300686, for the year 2016 the said Smt. Rani Shaw gifted ALL THAT piece and parcel of Bastu Land measuring about 1 (One) Cottah 8 (Eight) Chittacks 25 (Twenty Five) Sq.ft., be the same a little more or less along with 100 Sq.ft., RT shed structures comprised in Mouza Kasba, J.L. No. 13, R.S. No. 233, Pargana Kalikata, Touzi No. 145, Dag No. 1697, 1698, Khatian No, 792, under the jurisdiction of Kolkata Municipal Corporation being Premises No.12/3L, Dharmatala Road, Police Station Kasba, Kolkata — 700 039, District 24 Parganas (South) unto and in favour of her son namely Dilip Show, son of Late Ramprasad Show (the First Party No. 1 herein) and delivered khas possession thereof and the said Dilip Show gladly accepted the same.

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**THUS** the said Dilip Show (the First Party No. 1 herein) while seized and possessed the said Bastu land mutated his name in the record of the Kolkata Municipal Corporation in respect of the said property and the said property re-assessed and re — numbered as 12/3L/1, Dharmatala Road, Ward No. 67, Assessee No. 21- 067- 10- 1485 — 6, Police Station Kasba, Kolkata — 700 039, District 24 Parganas (South).

**AND WHEREAS** by a Registered Deed of Gift dated 12<sup>th</sup> February 2016 which was registered at the Office at District

Sub Registrar III, at Alipore 24 Parganas (South) and recorded in-Book No. I, Volume No. 1603 — 2016, Pages from 22608 to 22627, Being No. 160300689, for the year 2016 the said Smt. Rani Shaw gifted ALL THAT piece and parcel of Bastu Land measuring about 1 (One) Cottah 4 (Four) Chittacks 25 (Twenty Five) Sqft., along with 100 Sqft., RT shed structures be the same a little more or less 'comprised in Mouza Kasba, J.L. No. 13, R.S. No. 233, Pargana Kalikata, Touzi No. 145, Dag No. 1697, 1698, Khatian No.792', under the jurisdiction of Kolkata Municipal Corporation being Premises No.12/3L, Dharmatala Road, Police Station Kasba, Kolkata — 700 039,

K.M.C. Ward No. 67, District 24 Parganas (South) unto and in favour of her Grand Sons namely (1) Samar Show, (2) Ashoke Show, both are sons of R.B. Show (the First Party Nos. 2 and 3 herein) and delivered khas possession thereof and the said Samar Show and Ashoke Show gladly accepted the same.

**AND WHEREAS** by an another Registered Deed of Gift dated 12<sup>th</sup> February , 2016 which was registered at the Office at District

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Sub — Registrar Ill, at Alipore 24 Parganas (South) and recorded in Book No. I, Volume No. 1603 — 2016, Pages from 22588 to 22607, Being No. 160300692, for the year 2016 the said Smt. Rani Shaw gifted ALL THAT piece and parcel of Bastu Land measuring about 4 (Four) Chittacks be the same a little more or less comprised in Mouza Kasba, J.L. No. 13, R.S. No. 233, Pargana Kalikata, Touzi No. 145, Dag No, 1692, Khatian No. 733, K.M.C. Ward No. 67, District 24 Parganas (South) unto and in favour of her Grand sons namely (1) Samar Show, (2) Ashoke Show, both are sons of R.B. Show (the First Party Nos. 2 and 3 herein) and delivered khas possession thereof and the said Samar Show and Ashoke Show gladly accepted the same.

**THUS** the said (1) Samar Show, (2) Ashoke Show jointly became the owners and possessors in respect of ALL THAT piece and parcel of Bastu Land measuring about 1 (One) Cottah 4 (Four) Chittacks 25 (Twenty Five) Sqft.,be the same a little more or less comprised in Mouza Kasba, J.L. No. 13, R.S. No. 233, Pargana Kalikata, Touzi No. 145, Dag No. 1697, 1698, Khatian No. 792, under the jurisdiction of Kolkata Municipal Corporation being Premises No.12/3L, Dharmatala Road, Police Station Kasba, Kolkata - 700 039, K.M.C. Ward No. 67, District 24 Parganas (South) and ALL THAT piece and parcel of Bastu Land measuring about 4 (Four) Chittacks be the same a little more or less comprised in Mouza Kasba, J.L. No. 13, R.S. No. 233, Pargana Kalikata, Touzi No. 145, Dag No. 1692, Khatian No. 733, K.M.C. Ward No. 67, District 24 Parganas (South) free from all encumbrances.

(9)

**AND WHEREAS** the said Samar Show and Ashoke Show while jointly seized and possessed the said Bastu land mutated their names in the record of the Kolkata Municipal Corporation in respect of their said property ALL THAT piece and parcel of Bastu Land total measuring al5but 1. (One) Cottah 8 (Eight) Chittacks 25 (Twenty Five) Sq.ft., be the same a little more or less comprised in Mouza Kasba, J.L. No. 13, R.S. No. 233, Pargana Kalikata, Touzi No. 145, Dag No. 1697, 1698, Khatian No. 792; and in Dag No. 1692, Khatian No. 733, under the jurisdiction of Kolkata Municipal Corporation being Premises No.12/3L, Dharmatala Road, Police Station Kasba, Kolkata - 700 039, K.M.C. Ward No. 67, District 24 Parganas (South) and the said property assessed and numbered as 12/3L, Dharmatala Road, Police Station Kasba, Ward No. 67, Assessee No. 21 - 067 - 10 - 0121 - 7, Kolkata - 700 039, District 24 Parganas (South).

**AND WHEREAS** thereafter on the basis of an amicable settlement and desire between the First Party No. 1 and the First Party Nos. 2 and 3, they have hereto decided to exchange portions of their said proportion between themselves lawfully with their possession right, title, interest free from all encumbrances along with easement rights for better further enjoyment of the property In future.

**AND WHEREAS** by a registered Deed of Exchange dated 22.05.2018 which was registered at the Office at D.S.R. Ill, at Alipore and recorded in Book No. I, Volume No. 1603 - 2018, Pages from 71806 to 71832, being No. 160302272, for the year 2018 the First Party Nos. 2 and 3 jointly hereby conveyed and exchanged ALL THAT piece and parcel of Bastu Land measuring more or less an area of undivided 1/2 (half) share i.e. 552.5

Sq.ft., equivalent to 12 (twelve) Chittacks 12.5 (twelve point five) Sq.ft., appurtenant land out of net land measuring 1 (One) Cottah 8 (Eight) Chittacks 25 (Twenty Five) Sq.ft., together with tiles shed structures measuring 250 Sqft., out of 500 Sq.ft., being Premises No. 12/3L, Dharmatala Road, Police Station Kasba, Ward No. 67, Kolkata - 700 039, District 24 Parganas (South) together with common easement rights and facilities attached thereto unto and in favour of the First Party No. 1 herein .

**AND WHEREAS** on the same deed the First Party No. 1 hereby conveyed and exchanged ALL THAT piece and parcel of Bastu Land measuring more or less an area of undivided 1/2 (half) share i.e. 552.5 Sqft., equivalent to 12 (Twelve) Chittacks 12.5 (twelve point five) Sq.ft., appurtenant land out of net land measuring 1 (One) Cottah 8 (Eight) Chittacks 25 (Twenty Five) Sqft., together with tiles shed structures measuring 250 Sq.ft., out of 500 Sq.ft., being Premises No. 12/3L/1, Dharmatala Road, Police Station Kasba, Ward No. 67, Kolkata - 700 039, District 24 Parganas (South) together with common easement rights and facilities attached thereto unto and in favour of the First Party No. 2 and 3 herein.

**AND WHEREAS** thereafter the said First Parts No. 1, 2 ana 3' jointly amalgamated their property i.e., ALL THAT piece and parcel of Bastu Land measuring about 3 (Three) Cottahs 1 (One). Chittack 5 (Five) Sqft., be the same a little more or less together with 1000 Sqft., tiles shed structures standing thereon lying in and situated at Municipal Premises No. 12/3L/1, 12/3L, Dharmatala Road, Ward No. 67, Police Station Kasba, Kolkata - 700 039, District 24 Parganas (South) in the record of the

Kolkata Municipal Corporation and the said entire property re – assessed and re - numbered as 12/3L Dharmatala Road, Police Station Kasba, Ward No. 67, Assessee No. 21 - 067 -10 - 0121 - 7, Kolkata - 700 039, District 24 Parganas (South).

**AND WHEREAS** by a registered Bengali Kobala dated 01.08.1975 which was registered at the Office of Joint Sub - Registrar at Alipore and recorded in Book No. I, Volume No. 106, Pages from 269 to 274, Being No. 3983, for the year 1975 One Sri Narayan Chandra Mondal, son of Late Shyama Charan Mondal, of 23, Dharmatala Road (Bose Pukur), P.S. Jadavpur, Calcutta 700 042 as a vendor therein sold, transferred, conveyed and assigned ALL THAT piece and parcel of land measuring about 2 (Two) Cottahs 11 (Eleven) Chittacks 35 (Thirty Five) Sqft., be the same a little more or less together with right to use of 10 feet wide common passage comprised in Mouza Kasba, J.L. No. 13, R.S. No. 233, Touzi No. 145, Pargana Kalikata, Khatian No. 448, Dag No. 1912, Scheme Plot No. 7, under the jurisdiction of the Calcutta Corporation now the Kolkata Municipal Corporation being Municipal Premises No. 50/3D, Dharmatala Road, Police Station previously Jadavpur at present Kasba, Calcutta now Kolkata — 700 042, unto and in favour of Sri Gopal Chandra Nath, son of Susil Chandra Nath of 14C, Bediadanga 2nd Lane, P.S. Tiljala, Calcutta now Kolkata — 700 039, (the deceased husband of the First Party No. 4 and the deceased father of the First Party Nos. 5 to 9 herein) for a valuable consideration mentioned therein free from all encumbrances and delivered khas possession thereof.

**AND WHEREAS** the said Sri Gopal Chandra Nath while seized and possessed the said Bastu land mutated his name in the record of the Kolkata Municipal Corporation in respect of the said

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property of ALL THAT piece and parcel of land measuring about 2 (Two) Cottahs 11 (Eleven) Chittacks 35 (Thirty Five) Sqft., be the same a little more or less together with right to use of 10 feet wide common passage comprised in Mouza Kasba, J.L. No, 13, R.S. No. 233, Touzi No. 145, Pargana Kalikata, Khatian Nor. 448, Dag No. 1912, Scheme Plot No. 7, under the jurisdiction of the Calcutta Corporation now the Kolkata Municipal Corporation being Municipal Premises No. 50/3D, Dharmatala Road, Police Station previously Jadavpur at f)reserif Kasba, Calcutta now Kolkata — 700 042, and the said

property re- assessed and re — numbered as 50/3D/3A, Dharmatala Road, Ward No. 67, Assessee No. 21 — 067 — 10 — 0416 — 4, Police Station Kasba, Kolkata — 700 042, District 24 Parganas (South).

**AND WHEREAS** thereafter on the basis of an amicable settlement and desire between the First Party No. 1, 2, 3 and the First Party Nos.4 to 9, they have hereto decided to exchange portions of their said proportion land between themselves lawfully with their possession right, title, interest free from all encumbrances along with easement rights for better further enjoyment of the property in future..

**AND WHEREAS** by a registered Deed of Exchange dated 27<sup>th</sup> July 2018 which was registered at the Office at D.S.R. III, at Alipore, 24 Parganas (South) and recorded in Book No. I, Volume No. 1603 - 2018, Pages from 95737 to 95776, being No. 160303044, for the year 2018 the First Party Nos. 4 to 9 jointly hereby conveyed and exchanged ALL THAT piece and parcel of Bastu Land measuring more or less an area of undivided 1/2 (half) share i.e.985 Sqft., equivalent to 1 (One) Cottah 5 (Five)

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Chittacks 40 (Forty) Sqft., appurtenant land out of net land measuring 2 (Two) Cottahs 11 (Eleven) Chittacks 35 (Thirty Five) Sqft., together with tiles shed structures measuring 250 Sqft., out of 500 Sqft. being Municipal Premises No. 50/3D/3A, Dharmatala Road, Post Office Kasba, Police Station Kasba, Ward No. 67, Assessee No. 21 — 067 — 10 — 0416 — 4, Kolkata — 700 042, District 24 Parganas (South), together with common easement rights and facilities attached thereto, unto and in favour of the First Party No. 1, 2 and 3 herein **AND WHEREAS** on the same deed the First Party No. 1, 2, and 3 hereby conveyed and exchanged ALL THAT piece and parcel of Bastu Land measuring more or less an area of undivided 1/2 (half) share i.e.1105 Sqft., equivalent to 1 (One) Cottah 8 (Eight) Chittacks 25 (Twenty Five) Sqft., appurtenant land out of net land measuring 3 (Three) Cottahs 1 (One) Chittack 5

(Five) Sqft., together with tiles shed structures measuring 500 Sqft., out of 1000 Sqft. being Municipal Premises No. 12/3L, Dharmatala Road, Police Station Kasba, Ward No. 67, Assessee No. 21 — 067 — 10 — 0121 — 7, Kolkata — 700 039, District 24 Parganas (South) together with common easement right and facilities attached thereto unto and in favour of the First Party No. 4 to 9 herein.

**AND WHEREAS** thereafter the said First Party No, 1 to 9 jointly amalgamated their property i.e., ALL THAT piece and parcel of Bastu Land measuring about 5 (Five) Cottahs 12 (Twelve) Chittack 40 (Forty) Sqft., be the same a little more or less together with 1500 Sqft., tiles' shed. structures standing thereon lying in and situated at Municipal Premises No. 12/3L, 50/3D/3A, Dharmatala Road, ward No. 67, Police Station Kasba, A.D.S.R. Sealdah, Kolkata — 700039, District 24

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Parganas (South) in the, record of the Kolkata Municipal Corporation and the said entire property re - assessed and re - numbered as 12/3L Dharmatala Road, Police Station Kasba, Ward No. 67, Assessee No. 21 — 067 —10 — 0121 - 7, Kolkata — 700 039, District 24 Parganas (South).

**AND WHEREAS the Owners** made a Development Agreement with the Developers **DIPANNITA CONSTRUCTION** having its Office at 12/3L , Dharmatala Road , Police Station- Kasba , Post office – Tiljala , Kolkata- 700039 , represent by its proprietor namely **BITHIKA BHOWMIK alias BITHIKA BHOWMICK** , on dated 29<sup>th</sup> Day of January , 2019 – which was registered at D.S.R.III Alipore and recorded in Book No. I , Volume No. 1603-2019 , Pages from 10342 to 10394 , Being No. 160300304 for the year 2019 , and also executed a Development Power of Attorney registered at D.S.R.III, Alipore and recorded in Book No. I , Volume No. 1603-2019 , Pages No. 10310 TO 10341 , Deed No. 160300307 for the Year 2019, for Construction Multi storied Building in the land measuring more or less 5 (five) Cottahs 12 (Twelve) Chittack 40 (Forty) Sq.ft. be the same a little more or less together

with 1500 Sq.ft. , tiles shed structures standing thereon lying in and situated at Municipal Premises no. 12/3L , Dharmatala Road Post Office – Tiljala , Police Station – Kasba , Kolkata-700039 ,,Dist-South 24-Parganas , within the limits of the Kolkata Municipal Corporation , under Ward No. 67, and K.M.C. Assessee No. 21-067-10-0121-7 .

AND WHEREAS the developer will construct (G+4) storied building over the said premises as per K.M.C. Sanction plain . The building is presently under contraction.

(15)

**AND WHEREAS** the Developer herein as per said Developer Agreement with the landowner has started construction (G+4) storied building to be constructed on the said premises with full authority and power to construct allot fix up sale price of Flat and to collect and receive full consideration money and to issue receipts thereof from the intending Flat & the Purchaser in respect of the Developer' Allocation .

**AND WHEREAS** while seized and possessed of “THE SAID PROPERTY” by the Developer from his Allocation and herein expressed and concern to sell the said property of ALL THAT piece of herein declared for sale out of one **Flat in a G+III storied building measuring more or less 1000 Sq.ft. including 30% Super built** on the 3<sup>rd</sup> Floor consisting of 2 Bed room , Dinning , Kitchen , 2 Toilet , 2 Balcony with open car parking space on Ground Floor of premises No. 711 , Kalikapur Road , P.S. Kasba, at Present P.S. Garfa , Kolkata – 700099 , Dist. South 24 Parganas , ward No. 106 , along with all beneficial and easement right and appendages appertaining thereof and after hearing the said proposal of the Developer hereto the purchaser hereto agreed to purchase the same free from all encumbrances and offered consideration amount a sum of **Rs.45,00,000/- (Rupees Forty Five Lakh) only** as to highest offer prevailing in the Market and the Developer hereto satisfy the said offer agreed to sell the said property in schedule hereunder free from all encumbrances.

**NOW THIS INDENTURE WITNESSTH as follows:-**

1.In Pursuance of agreement and in consolidated consideration of the Sum of **Rs.45,00,000/- (Rupees Forty Five Lakh) only**

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duly paid by the purchaser to the Seller only at the time of execution of this instruments (the receipt whereof the Developer do hereby admit and acknowledge and of from the same or every part thereof for acquit release and discharge the purchaser as also every portion of the demised Flat free from the same)the Developer do hereby grant sell convey transfer assign and assure **ALL THAT** a Flat more fully and particularly described in the schedule “B” hereunder written and hereinafter referred to as “ the said property” **OR. HOWSOEVER OTHERWISE** the said property and every part thereof now area or is hereto before were or was situated butted and bounded called known , numbered -described distinguished **TOGETHER** . with all rights , liberties, title , interest , easement , privileges, appurtenances whatsoever or the said property or any and every part thereof belonging to or any way , appertaining to or usually held , used occupied or enjoyed therewith or reputed to being or be appurtenant thereto and the rents issues profits thereof and all other legal incidents thereof all the estate , rights ,liberties, title , inheritance , use possession , property , claim and demand whatsoever of the Developer unto And upon the said property and every part thereof and all other evidences of title whatsoever in any relating to or concerning the said property which now are or hereafter shall or may be in possession , power of control of the Vendors or any other person or persons from the vendors and procure the same without any action or suit either in law or in equity **TO HAVE AND TO HOLD** the said property , hereby granted transferred , conveyed and assigned or expressed or intended so to be with the appurtenances unto the purchaser absolutely and forever , free from all encumbrances whatsoever.

**2) THE DEVELOPER HEREBY COVENANT WITH THE PURCHASER:-**

I. THAT notwithstanding any act , deed or thing whatsoever aforesaid , the Developer now have good right , full lawful and absolute authority and indefeasible title to grant , convey , transfer and assign the said property hereby granted , conveyed , transferred and assigned or expressed or intended so to be with the appurtenances unto and to the use of the purchaser in the manner aforesaid and according to the true intent and meaning of these presents and

II. THAT the Purchaser shall and may from time to time and at all times hereafter peaceably and quietly hold occupy possess and enjoy the said property hereby granted , conveyed , transferred and assigned and received and take rents , issues and profits thereof for her absolute use and benefit without any lawful hindrance , interruption , disturbance or any person eviction or demanded whatsoever from or by the vendor or any person or persons whatsoever and

III. THAT free and clear , freely and clearly and absolutely acquitted exonerated and released or otherwise by and at the costs and expenses of the vendors well and sufficiently saved defended kept harmless and other estate rights , title , claim , mortgage , charge , lien , lispendences and attachments whatsoever and

IV . THAT further the Developer and all persons having or lawfully or equitably claiming any estate , right , title or interest whatsoever into or upon the said property or any and every part thereof from under or in trust for the vendors and / or their predecessor-in-title or any of them shall and will from time to

time and all times hereafter the request and costs of the purchaser do and execute or cause to be executed or done all such acts , assurances and things whatsoever for further better and more perfectly assuring the said property hereby granted , conveyed , transferred and assigned or expressed or intended so

to be used and every part thereof unto and to the use of the said Purchaser in the manner aforesaid as may be reasonably required and:

V) THAT the Purchaser and all persons claiming through or under her has undisputed and all manner of rights through or over the said Property and all other rights of easement at law and in equity and

VI. THAT Simultaneously with the execution of this deed of conveyances, the developers deliver peaceful vacant possession of the said property , described in the schedule below , unto the Purchaser for the absolute use and as benefits of the purchaser as full and as absolute owner thereof and all rights , title , interest over the said property hereby vests unto the purchaser by virtue of this deed of Conveyances absolutely and for ever;

VII . THAT the Developer do hereby declare that the said property is free from all sorts of encumbrances whatsoever and they have good and marketable right and interest over the said property as described in the schedule hereto below .

VIII) THAT the Purchaser can Sale, Gift & Lease his said Flat in future .

**SCHEDULE “A” AS REFERRED TO ABOVE:**

ALL THAT piece and parcel of Parcel of Land measuring an area of more or less **02 Cottah 30 Sq.ft. comprised** of Mouza Garfa , J.L. No. 19 , Touzi No. 56 , R.S. No. 2 , Parganas Khaspur , R.S. Dag No. 2151,

(19)

Khatian No. 835 , Ward No. 106 , at K.M.C. Premises No. 711 , Kalikapur Road , P.S. Kasba , at Present P.S. Garfa , Kolkata – 700099, Dist. South 24 Parganas , butted and bounded by :-

ON THE NORTH : 20`ft. wide common passage .

ON THE SOUTH : others property .

ON THE EAST : Dag No.2155 .

ON THE WEST : Land of Plot No.25 .

**SCHEDULE “B” AS REFERRED TO ABOVE :**

ALL THAT Piece and Parcel of a **residential Ownership flat measuring more or less 1000 Sq.ft. including 30% Super built**) on the **3<sup>rd</sup> Floor** consisting of **2 Bed room , Dinning , Kitchen , 2 Toilets , 2 Balcony with open car space on Ground Floor** of premises No.711 , **Kalikapur Road , P.S. Kasba , at Present P.S. Garfa , Kolkata – 700099 , District- South 24-Parganas , District- South 24-Pargans , under Schedule “A” TOGETHER WITH** impartible proportionate share and interest in the land , underneath the plinth area of the building described in Schedule “A” TOGETHER WITH the impartible proportionate share in the common facilities and areas in the premises as described in schedule “C” below the sketch map attached hereto shall form a part of the document .

**SCHEDULE “C” ABOVE REFERRED TO :**

**( common Facilities)**

1. Foundation of the Building.
  2. Boundary wall of the building.
  3. Entrance from Municipal Road.
  4. Outside plastering and coloring of the building .
  5. Stair Cases and landings from Ground Floor to roof with the building.
- (20)
6. Water pump electrical panels, wirings, switches, plugs etc and all electrical installation in common portion.
  7. Drains and sewers.
  8. Electric Meter room.
  9. Under ground water reservoir overhead water tank, water pipes and other common plumbing installations and water distribution of the building.
  10. Roof of the building.
  - 11)Lift facility .
  12. Such other common parts , areas, equipments, installation fixtures , fittings and spaces in or about the said building are necessary for passage to other user

and occupiers of the units in common and as are specify by the vendor expressly to be the common parts.

**SCHEDULE “D” REFERRED TO ABOVE :**

**(Common Expenses Proportionate)**

1. The Costs and expenses for maintaining, repairing and redecorating of the main structure.
2. The Cost of cleaning and lighting the main entrance , passage , landings , staircase and other parts of the said building so enjoyed or used by the purchasers in common as aforesaid and keeping the adjoining side space in good and repairable condition.
3. The costs of paintings, repairing , decorating , redecorating of the exterior of the said building.
4. The costs towards salaries of clerks, chowkidars, darwans, sweepers, electricians, bills, collector , caretaker etc.

(21)

5. The costs , charges and expenses of working and maintenance as well as repair of the outside of the building and replacement of common utilities such as water pump with and accessories transformer.
5. Municipal and other Taxes and outgoings in respect of common portion as settled by the Association time to time.
6. Common Service charges as settled by the Association from time to time should have to be collected from all the flat owners of the building of each month according to area.

**SCHEDULE “E” REFERRED TO HAVE**

**(Easement & Quasi-easement Right for Purchaser)**

- 1)The right in common with the other Flat/ unit/ owner/ occupiers for the use of common parts for ingress in and egress out.

2.The right of passage in common with other purchasers to get gas, electricity, water connections from and to any other flats or common parts through pipes, drains, wires, conduit lying or being in under , through or over the said flat as far as may be reasonably necessary for the beneficial use and occupation of other parts of the building.

3.The Protection/support vertical or lateral from /by the said flat that enjoyed by the other parts of the building.

4. The right, with or without workmen and necessary materials to enter from time to time for the purpose of repairing so far as may be necessary.

=(22)=

**IN WITNESS WHEREOF** the parties have put their respective signature on the day, month and year first above written.

Signed, sealed and delivered

In presence of

**Witnesses:-**

1.

\_\_\_\_\_  
\_\_\_\_\_  
**Signature of Constituted Attorney**

**Of Vendor .**

2.

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**Signature of the PURCHASER.**

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**Signature of the DEVELOPER**

Drafted by :-

= (23)=

**MEMO OF CONSIDERATION**

Received **Rs.45,00,000/- (Rupees Forty Five Lakh) only** by through bank transaction from Purchaser .

Witnesses :-

1.

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**Signature of the DEVELOPER .**

2.