

## ☞ : DEED OF CONVEYANCE : ☛

**THIS DEED OF CONVEYANCE** is made this \_\_\_\_\_ day of November  
2018 [Two Thousand Eighteen] A.D.

### B E T W E E N

**1. SMT. DIPTI ROY CHOWDHURY (PAN. AYRPR3890E)**, widow of Lt. Sushil Kumar Roy Chowdhury, residing at: Narasingha Dutta Ghat Road, P.O.: Sukchar, P.S.: Khardah, District: North 24 Parganas, Kolkata – 700115, **2. MRS. MAHUA BASU (PAN. AUAPB1300J)**, wife of Mr. Sibaji Basu, residing at: 173/2, Lenin Sarani, East Kodalia, P.O.: & P.S.: New Barrackpore, District: North 24 Parganas, Kolkata – 700131 & **3. MRS. MOUSUMI SARKAR (PAN. KRLPS9186K)**, wife of Mr. Subhra Manas Sarkar, residing at: Dohariya, Nandan Kanan, P.O.: Ganga Nagar, P.S.: New Barrackpore, District: North 24 Parganas, Kolkata – 700132, **4. SRI SANDIP NARAYAN ROY CHOWDHURY (PAN. AGNPR4005P)**, son of Lt. Sudhir Narayan Roy Chowdhury, residing at: Narasingha Dutta Ghat Road, P.O.: Sukchar, P.S.: Khardah, District: North 24 Parganas, Kolkata – 700115, **5. SRI SUJOY NARAYAN ROY CHOWDHURY (PAN. AKDPR0353A)**, son of Lt. Sudhir Narayan Roy Chowdhury, residing at: 404, Bansiupvan, Ambavadi, P.O.: Vallabh Vidyanagar, P.S.: Anand, District: Anand, State of Gujarat, Pin Code No. 388120, & **6. SRI SUNIL NARAYAN ROY CHOWDHURY (PAN. AGDPR0276L)**, son of Lt. Manindra Narayan Roy Chowdhury, residing at: Narasingha Dutta Ghat Road, P.O.: Sukchar, P.S.: Khardah, District: North 24 Parganas, Kolkata – 700115, all by faith: Hindu, by nationality: Indian, by occupation: No. 1 to 3 House Hold Work, No. 4 & 5 Service and No. 6 Business, hereinafter jointly and collectively called and referred as hereinafter

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referred and called as the '**LAND OWNERS/VENDORS**' (which expression shall unless excluded by repugnant to the subject or context be deemed to mean and include their heirs, executors, administrators, representatives and assigns and nominee or nominees) of the **FIRST PART**.

The Land Owners/Vendors herein, are represented by their constituted attorney '**S.S. DEVELOPERS**' a Partnership Firm having its office at: Municipal Holding No. 39 at Joy Prakash Nagar, P.S.: Khardah, District: North 24 Parganas, Kolkata – 700115, represented by its partners namely **1. Mr. Uttam Kumar Naha**, son of Lt. Shyam Sundar Naha, & **2. Mrs. Mita Naha**, wife of Mr. Goutam Kumar Naha.

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**MR.** \_\_\_\_\_ (**PAN.** \_\_\_\_\_), son of \_\_\_\_\_, by occupation: \_\_\_\_\_, by faith: Hindu, by nationality: Indian, residing at: \_\_\_\_\_, P.O.: \_\_\_\_\_, P.S.: \_\_\_\_\_, District: \_\_\_\_\_, Pin Code No. \_\_\_\_\_, hereinafter called and referred to as the '**PURCHASER**' (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to include his heirs, executors, administrators, legal representatives and assigns) of the **SECOND PART**.

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**'S.S. DEVELOPERS' (PAN. ADRFS6209F)** a Partnership Firm having its office at: Municipal Holding No. 39 at Joy Prakash Nagar, P.S.: Khardah, District: North 24 Parganas, Kolkata – 700115, represented by its partners namely **1. MR. UTTAM KUMAR NAHA (PAN. AXOPN6734F)**, son of Lt. Shyam Sundar Naha, & **2. MRS. MITA NAHA (PAN. AJPPN3044B)**, wife of Mr. Goutam Kumar Naha, both by faith: Hindu, by nationality: Indian, by occupation: Business, both are residing at: Dr. Gopal Chatterjee Road, P.O.: Sukchar, P.S.: Khardah, District: North 24 Parganas, Kolkata – 700115,

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hereinafter called and referred to as the '**DEVELOPER/CONFIRMING PARTY**' (which expression shall unless excluded by or repugnant to the context be deemed to include its successor in business, executors, representatives, administrators and/or assigns etc.) of the **THIRD PART**.

**WHEREAS**, Smt. Sarshi Bala Roy Chowdhury, since deceased, wife of Lt. Manindra Narayan Roy Chowdhury, was well seized, possessed & absolute owner of a land measuring 16.5 Decimals corresponding to 10 Kathas more or less appertaining to Mouza - Sukchar, J.L. No. 09, Re. Sa. No. 14, Touzi No. 156, comprised and contained in R.S. Dag No. 1826/2888, under R.S. Khatian No. 2179, P.S.: Khardah, District: North 24 Parganas by virtue of Registered Deed of Sale Being Deed No. 6112 for the year 1949, as recorded in Book No. I, Volume No. 75, written in pages from 181 to 184 and the same was registered at the office of D.R. Alipore on 24.09.1949.

**AND WHEREAS**, after getting the aforesaid property, said Sarshi Bala Roy Chowdhury, duly mutated the same in her name in the records of Panihati Municipality and constructed a partly two storied building thereat.

**AND WHEREAS**, Smt. Sarshi Bala Roy Chowdhury, died intestate on 07.07.1991, leaving behind her four sons namely 1. Sushil Kumar Roy Chowdhury, 2. Sri Sudhir Narayan Chowdhury, 3. Sri Sudhindra Narayan Roy Chowdhury, & 4. Sri Sunil Narayan Roy Chowdhury as her only legal heirs & successors under the Hindu Succession Act 1956.

**AND WHEREAS**, said Sushil Kumar Roy Chowdhury died intestate on 22.04.1984 leaving behind his widow Smt. Dipti Roy Chowdhury as his only legal heir & successor. And after demise of Sarshi Bala Roy Chowdhury, 1. Sri Sudhir Narayan Roy Chowdhury, 2. Sri Sudhindra Narayan Roy Chowdhury, 3. Sri Sunil Narayan Roy Chowdhury & 4. Smt. Dipti Roy Chowdhury, jointly inherited the estate left by the deceased Sarshi Bala Roy Chowdhury.

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**AND WHEREAS**, by virtue of a Deed of Gift dated 06.11.2008, executed between Sri Sudhir Narayan Roy Chowdhury & 2 others, therein referred to as the Donors of the one part and Smt. Dipti Roy Chowdhury, Land Owner/Vendor No. 1 herein, therein referred to as the Donee of the other part and same was registered at the office of the A.D.S.R. Barrackpore, North 24 Parganas as recorded in Book No. I, C.D. Volume No. 34, Pages from 3381 to 3404 Being Deed No. 10167 For the year 2008, said 1. Sri Sudhir Narayan Roy Chowdhury, 2. Sri Sudhindra Narayan Roy Chowdhury, & 3. Sri Sunil Narayan Roy Chowdhury gifted, transferred and conveyed their undivided 3/4<sup>th</sup> share in respect of a plot of land measuring 01 Katha 10 Chitaks 12.5 Sq.ft. more or less together with structure standing thereon out of aforesaid property appertaining to Mouza - Sukchar, J.L. No. 09, Re. Sa. No. 14, Touzi No. 156, comprised and contained in R.S. Dag No. 1826/2888, under Khatian No. 2179, within the limits of Panihati Municipality, P.S.: Khardah, District: North 24 Parganas and under the jurisdiction of Additional District Sub Registry Office at Barrackpore now Sodepur, Kolkata – 700115, in favour Smt. Dipti Roy Chowdhury.

**AND WHEREAS**, by virtue of gift and by way of inheritance, Smt. Dipti Roy Chowdhury, Land Owner/Vendor no. 1 herein, became sole and absolute owner of plot of land measuring 01 Katha 10 Chitaks 12.5 Sq.ft. more or less together with structure standing thereon and duly mutated the same in her name in the records of Panihati Municipality. And Holding No. 8, Narasingha Dutta Ghat Road, ward No. 1, within the limits of Panihati Municipality, has been registered in her name.

**AND WHEREAS**, Smt. Dipti Roy Chowdhury, the Land Owner/Vendor No. 1, became sole and absolute owner of all that land measuring an area of plot of land measuring 01 Katha 10 Chitaks 12.5 Sq.ft. more or less together with structure standing thereon appertaining to Mouza - Sukchar, J.L. No. 09, Re. Sa. No. 14, Touzi No. 156, comprised and contained in R.S. Dag No. 1826/2888, under Khatian No. 2179, situated at: Holding No. 8, Narasingha

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Dutta Ghat Road, ward No. 1, within the limits of Panihati Municipality, P.S.:  
Khardah, District: North 24 Parganas.

**WHEREAS**, by virtue of a Deed of Gift dated 06.11.2008, executed between Sri Sudhir Narayan Roy Chowdhury & 2 others, therein referred to as the Donors of the one part and Sri Sudhindra Narayan Roy Chowdhury, therein referred to as the Donee of the other part and same was registered at the office of the A.D.S.R. Barrackpore, North 24 Parganas as recorded in Book No. I, C.D. Volume No. 34, Pages from 3323 to 3346 Being Deed No. 10166 For the year 2008, said 1. Sri Sudhir Narayan Roy Chowdhury, 2. Sri Sunil Narayan Roy Chowdhury, 3. Mrs. Mrs. Dipti Roy Chowdhury gifted, transferred and conveyed their undivided 3/4<sup>th</sup> share in respect of a plot of land measuring 02 Katha 08 Chitaks 15 Sq.ft. more or less together with structure standing thereon appertaining to Mouza - Sukchar, J.L. No. 09, Re. Sa. No. 14, Touzi No. 156, comprised and contained in R.S. Dag No. 1826/2888, under Khatian No. 2179, within the limits of Panihati Municipality, P.S.: Khardah, District: North 24 Parganas, in favour Sri Sudhindra Narayan Roy Chowdhury.

**AND WHEREAS**, by virtue of gift and by way of inheritance, Sudhindra Narayan Roy Chowdhury, became sole and absolute owner of plot of land measuring 02 Katha 08 Chitaks 15 Sq.ft. more or less together with one storied building standing thereon morefully mentioned in the First schedule written hereunder, and duly mutated the same in his name in the records of Panihati Municipality. And Holding No. 10, Narasingha Dutta Ghat Road, ward No. 1, within the limits of Panihati Municipality, has been registered in his name.

**AND WHEREAS**, said Sudhindra Narayan Roy Chowdhury died intestate on 17.05.2014 leaving behind his two daughters namely Mrs. Mahua Basu & Mrs. Mousumi Sarkar, Land Owner/Vendor No. 2. & 3 herein, as his only legal heirs & successors under the Hindu Succession Act 1956. And

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Mahua Basu & Mrs. Mousumi Sarkar jointly inherited the estate left by the deceased Sudhindra Narayan Roy Chowdhury. Be it mentioned here that Mrs. Bulu Roy Chowdhury i.e. wife of deceased Sudhindra Narayan Roy Chowdhury predeceased on 06.03.2007.

**AND WHEREAS**, in the aforesaid manner Mrs. Mahua Basu & Mrs. Mousumi Sarkar, the Land Owner/Vendor No. 2. & 3 herein are became joint owners and co-sharers of all that land measuring an area of plot of land measuring 02 Katha 08 Chitaks 15 Sq.ft. more or less together with structure standing thereon appertaining to Mouza - Sukchar, J.L. No. 09, Re. Sa. No. 14, Touzi No. 156, comprised and contained in R.S. Dag No. 1826/2888, under Khatian No. 2179, situated at: Holding No. 10, Narasingha Dutta Ghat Road, ward No. 1, within the limits of Panihati Municipality, P.S.: Khardah, District: North 24 Parganas.

**AND WHEREAS**, by virtue of a Deed of Gift dated 06.11.2008, executed between Sri Sunil Narayan Roy Chowdhury & 2 others, therein referred to as the Donors of the one part and Sri Sudhir Narayan Roy Chowdhury, therein referred to as the Donee of the other part and same was registered at the office of the A.D.S.R. Barrackpore, North 24 Parganas as recorded in Book No. I, C.D. Volume No. 34, Pages from 3405 to 3427 Being Deed No. 10168 For the year 2008, said 1. Sri Sunil Narayan Roy Chowdhury, 2. Sri Sudhindra Narayan Roy Chowdhury, & 3. Smt. Dipti Roy Chowdhury gifted, transferred and conveyed their undivided 3/4<sup>th</sup> share in respect of a plot of land measuring 01 Katha 10 Chitaks 12.5 Sq.ft. more or less together with Structure standing thereon out of aforesaid property appertaining to Mouza - Sukchar, J.L. No. 09, Re. Sa. No. 14, Touzi No. 156, comprised and contained in R.S. Dag No. 1826/2888, under Khatian No. 2179, within the limits of Panihati Municipality, P.S.: Khardah, District: North 24 Parganas, in favour Sri Sudhir Narayan Roy Chowdhury.

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**AND WHEREAS,** by virtue of gift and by way of inheritance, Sri Sudhir Narayan Roy Chowdhury, became sole and absolute owner of plot of land measuring 01 Katha 10 Chitaks 12.5 Sq.ft. more or less together with structure standing thereon and duly mutated the same in his name in the records of Panihati Municipality. And Holding No. 11, Narasingha Dutta Ghat Road, ward No. 1, within the limits of Panihati Municipality, has been registered in his name.

**AND WHEREAS,** said Sudhir Narayan Roy Chowdhury died intestate on 29.01.2017 leaving behind his two sons namely Sri Sandip Narayan Roy Chowdhury & Sri Sujoy Narayan Roy Chowdhury, as his only legal heirs & successors under the Hindu Succession Act 1956. And Sri Sandip Narayan Roy Chowdhury & Sri Sujoy Narayan Roy Chowdhury jointly represent the estate left by the deceased Sudhir Narayan Roy Chowdhury. Be it mentioned here that Smt. Dipali Roy Chowdhury i.e. wife of deceased Sudhir Narayan Roy Chowdhury predeceased on 27.11.2016.

**AND WHEREAS,** Sri Sandip Narayan Roy Chowdhury & Sri Sujoy Narayan Roy Chowdhury, the Land Owner/Vendor No. 4 & 5 became joint owners of all that land measuring an area of plot of land measuring 01 Katha 10 Chitaks 12.5 Sq.ft. more or less together with Structure standing thereon appertaining to Mouza - Sukchar, J.L. No. 09, Re. Sa. No. 14, Touzi No. 156, comprised and contained in R.S. Dag No. 1826/2888, under Khatian No. 2179, situated at: Holding No. 11, Narasingha Dutta Ghat Road, ward No. 1, within the limits of Panihati Municipality, P.S.: Khardah, District: North 24 Parganas.

**AND WHEREAS,** by virtue of a Deed of Gift dated 06.11.2008, executed between Sri Sudhir Narayan Chowdhury & 2 others, therein referred to as the Donors of the one part and Sri Sunil Narayan Roy Chowdhury, Land Owner/Vendor No. 6 herein, therein referred to as the Donee of the other part and same was registered at the office of the A.D.S.R. Barrackpore, North 24

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Parganas as recorded in Book No. I, C.D. Volume No. 34, Pages from 3428 to 3451 Being Deed No. 10169 For the year 2008, said 1. Sri Sudhir Narayan Chowdhury, 2. Sri Sudhindra Narayan Roy Chowdhury, & 3. Smt. Dipti Roy Chowdhury gifted, transferred and conveyed their undivided 3/4<sup>th</sup> share in respect of a plot of land measuring 02 Katha 6 Chitaks 27 Sq.ft. more or less together with structure standing thereon appertaining to Mouza - Sukchar, J.L. No. 09, Re. Sa. No. 14, Touzi No. 156, comprised and contained in R.S. Dag No. 1826/2888, under Khatian No. 2179, within the limits of Panihati Municipality, P.S.: Khardah, District: North 24 Parganas, in favour Sri Sunil Narayan Roy Chowdhury,.

**AND WHEREAS**, by virtue of gift and by way of inheritance, Sri Sunil Narayan Roy Chowdhury, became sole and absolute owner of plot of land measuring 02 Katha 6 Chitaks 27 Sq.ft. more or less together with structure standing thereon, and duly mutated the same in his name in the records of Panihati Municipality. And Holding No. 9, Narasingha Dutta Ghat Road, ward No. 1, within the limits of Panihati Municipality, has been registered in his name.

**AND WHEREAS**, Sri Sunil Narayan Roy Chowdhury, the Land Owner/Vendor no. 6 herein became sole and absolute owner of all that land measuring an area of plot of land measuring 02 Katha 6 Chitaks 27 Sq.ft. more or less together with structure standing thereon appertaining to Mouza - Sukchar, J.L. No. 09, Re. Sa. No. 14, Touzi No. 156, comprised and contained in R.S. Dag No. 1826/2888, under Khatian No. 2179, situated at: Holding No. 9, Narasingha Dutta Ghat Road, ward No. 1, within the limits of Panihati Municipality, P.S.: Khardah, District: North 24 Parganas.

**AND WHEREAS**, Smt. Dipti Roy Chowdhury i.e. Land Owner/Vendor No. 1 with an intention to commercially exploit his respective property by raising multi-storied residential cum commercial building thereon, on 27.02.2019, entered into Development Agreement with the **'S.S.**

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**DEVELOPERS'** a Partnership Firm represented by its partners namely **1. MR. UTTAM KUMAR NAHA**, son of Lt. Shyam Sundar Naha, & **2. MRS. MITA NAHA**, wife of Mr. Goutam Kumar Naha, the Developer herein to develop their aforesaid property, on such terms and conditions mentioned in the said agreement. And same was registered at the office of Additional District Sub-Registrar at Sodepur, North 24 Parganas, bearing Deed No. 152401123 for the year 2019.

**AND WHEREAS**, in terms of the said Development Agreement, the Land Owner/Vendor No. 1 also executed a Power of Attorney in favour of '**S.S. DEVELOPERS'** a Partnership Firm, represented by its partners namely **1. MR. UTTAM KUMAR NAHA**, son of Lt. Shyam Sundar Naha, & **2. MRS. MITA NAHA**, wife of Mr. Goutam Kumar Naha, on 27.02.2019. And same was registered at the office of Additional District Sub-Registrar at Sodepur, North 24 Parganas, bearing No. 152401141 for the year 2019.

**AND WHEREAS**, Mrs. Mahua Basu & Mrs. Mousumi Sarkar i.e. Land Owner/Vendor No. 2 & 3 with an intention to commercially exploit their respective properties by raising multi-storied residential cum commercial building thereon, on 14.12.2018, entered into Development Agreement with the '**S.S. DEVELOPERS'** a Partnership Firm, represented by its partners namely **1. MR. UTTAM KUMAR NAHA**, son of Lt. Shyam Sundar Naha, & **2. MRS. MITA NAHA**, wife of Mr. Goutam Kumar Naha, the Developer herein to develop their aforesaid property, on such terms and conditions mentioned in the said agreement. And same was registered at the office of Additional District Sub-Registrar at Sodepur, North 24 Parganas, bearing Deed No. 152407151 for the year 2018.

**AND WHEREAS**, in terms of the said Development Agreement, the Land Owner/Vendor No. 2 & 3 also executed a Power of Attorney in favour of '**S.S. DEVELOPERS'** a Partnership Firm, represented by its partners namely **1. MR. UTTAM KUMAR NAHA**, son of Lt. Shyam Sundar Naha, & **2. MRS.**

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**MITA NAHA**, wife of Mr. Goutam Kumar Naha, on 14.12.2018. And same was registered at the office of Additional District Sub-Registrar at Sodepur, North 24 Parganas, bearing No. 152407193 for the year 2018.

**AND WHEREAS**, Sri Sandip Narayan Roy Chowdhury & Sri Sujoy Narayan Roy Chowdhury i.e. Land Owner/Vendor No. 4 & 5 with an intention to commercially exploit their respective properties by raising multi-storied residential cum commercial building thereon, on 14.12.2018, entered into Development Agreement with the '**S.S. DEVELOPERS**' a Partnership Firm, represented by its partners namely **1. MR. UTTAM KUMAR NAHA**, son of Lt. Shyam Sundar Naha, & **2. MRS. MITA NAHA**, wife of Mr. Goutam Kumar Naha, the Developer herein to develop their aforesaid property, on such terms and conditions mentioned in the said agreement. And same was registered at the office of Additional District Sub-Registrar at Sodepur, North 24 Parganas, bearing Deed No. 152407150 for the year 2018.

**AND WHEREAS**, in terms of the said Development Agreement, the Land Owner/Vendor No. 4 & 5 also executed a Power of Attorney in favour of '**S.S. DEVELOPERS**' a Partnership Firm, represented by its partners namely **1. MR. UTTAM KUMAR NAHA**, son of Lt. Shyam Sundar Naha, & **2. MRS. MITA NAHA**, wife of Mr. Goutam Kumar Naha, on 14.12.2018. And same was registered at the office of Additional District Sub-Registrar at Sodepur, North 24 Parganas, bearing No. 152407194 for the year 2018.

**AND WHEREAS**, Sri Sunil Narayan Roy Chowdhury i.e. Land Owner/Vendor No. 6 with an intention to commercially exploit his respective property by raising multi-storied residential cum commercial building thereon, on 27.02.2019, entered into Development Agreement with the '**S.S. DEVELOPERS**' a Partnership Firm represented by its partners namely **1. MR. UTTAM KUMAR NAHA**, son of Lt. Shyam Sundar Naha, & **2. MRS. MITA NAHA**, wife of Mr. Goutam Kumar Naha, the Developer herein to develop their aforesaid property, on such terms and conditions mentioned in the said

agreement. And same was registered at the office of Additional District Sub-Registrar at Sodepur, North 24 Parganas, bearing Deed No. 152401127 for the year 2019.

**AND WHEREAS**, in terms of the said Development Agreement, the Land Owner/Vendor No. 6 also executed a Power of Attorney in favour of **'S.S. DEVELOPERS'** a Partnership Firm, represented by its partners namely **1. MR. UTTAM KUMAR NAHA**, son of Lt. Shyam Sundar Naha, & **2. MRS. MITA NAHA**, wife of Mr. Goutam Kumar Naha, on 27.02.2019. And same was registered at the office of Additional District Sub-Registrar at Sodepur, North 24 Parganas, bearing No. 152401142 for the year 2019.

**AND WHEREAS**, the Land Owners/Vendors subsequently submitted an Application for Amalgamation of the aforesaid holding properties being Holding Nos. 8, 9, 10 & 11, at: Narasingha Dutta Ghat Road, under Ward No. 1, respectively, before the authority of Panihati Municipality. Accordingly the authority of Panihati Municipality considering the said application for amalgamated Holding No. 8, 9, 10 & 11 into a single holding and after amalgamation Holding No. 11 became fixed as mother holding. And the total property is mentioned in the First Schedule written hereunder.

**AND WHEREAS**, with a view to develop the said property by erecting a **Multistoried** storied building thereat, the Developer duly applied for and obtained a Sanctioned plan vide No. 236 dated 07.11.2019 from the authority of Panihati Municipality.

**AND WHEREAS**, in terms of said Development Agreements and as per plan duly sanctioned by the Panihati Municipality the said Developer has started construction of the said Multistoried storied building on the said land consists of several flats, shops & garage in the said premises more fully mentioned in the First Schedule hereunder written and the said Developer intend to sell a Self contained Flat from the Developer's allocation in the said building.

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**AND WHEREAS**, the Purchaser approached the Developer to purchase from the Developer's allocation a Self Contained Flat vide **Flat No.** \_\_\_\_\_, measuring **Super Built Up** area of \_\_\_\_\_ **Sq. Ft.** more or less at the **North-East** Side of the \_\_\_\_\_ **Floor** in the proposed multi-storied building fully mentioned in the **Second Schedule** hereunder written along with undivided proportionate impartibly share or interest in the land underneath the said building together with all easement rights over all the common parts and portions in the said building fully mentioned in the **Third Schedule** hereunder written at a total or for the price of ` \_\_\_\_\_/- (**Rupees** \_\_\_\_\_) only, which is the present highest market value of the same and the Developer herein on behalf of the Land Owners/Vendors gladly accepted the same for selling Second Schedule property/flat unto the Purchasers herein.

**NOW THIS INDENTURE WITNESSETH AS FOLLOWS :**

That in pursuance of the said Agreement and in consideration of a sum of ` \_\_\_\_\_/- (**Rupees** \_\_\_\_\_) only paid by the Purchaser unto the Vendors at or prior to the execution of these presents (the receipt whereof the Vendors do hereby admit and acknowledge) and from the same and every part thereof acquit release and discharge the Purchaser the said Self-Contained **Flat** being **Second Scheduled** hereunder written with proportionate impartible share of the land under the said structure attributable to the said Flat constructed, the Vendors do hereby grant, sell, convey and transfer, assign and assure unto the purchaser the said undivided share of land and the Self-Contained **Flat** with other facilities and amenities as described in the Third Schedule hereunder with all rights, liberties, privileges, easements, appendages and appurtenances whatsoever pertaining to the **Second Schedule** property and other common areas, facilities, plumbing, sewers, messuages, access to roof etc. And all the estate right, title,

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interest, property claim or demand whatsoever both at law and in equity of the Vendors into out of and over the said **Flat** to gather with all the power, to sell, transfer, mortgage, lease, assign, charge, etc in respect of the said Self-Contained **Flat** and is also unrestricted right of the purchaser and his men and agents to pass and re pass through, into and over the passage of the said premises for the use and enjoyment of the said **Flat TO HAVE AND TO HOLD** the said **Flat** hereby granted, sold, conveyed, transferred, assigned and assured or expressed or intended so as to be unto and to the use and occupation of the purchaser absolutely and forever free from all encumbrances, charges, trusts, liens, claim, demand whatsoever and the Vendors do hereby covenant with the purchaser that notwithstanding any act, deed, matter or thing done or executed by the Vendors to the contrary, the Vendors have good right, full power and lawful authority to grant, sell and transfer the said **Flat** unto the Purchaser AND the Purchaser shall for all times to come quietly and peaceably enjoy the **Second schedule** property without any eviction or interruption whatsoever from the part of the Vendors **AND** the Vendors shall at all times indemnify and keep indemnified the demised property and save harmless the Purchaser against all claims or demands whatsoever in respect of the demised property hereby sold and conveyed and made good to the purchase all costs, expenses, leases he may be put to or obliged to incur or suffer by reasons of any defect or deficiency in the title of the Vendors, the Vendors undertake to ratify all or any of such defect or mistake at the cost and instance of the Purchaser and the Purchaser shall have the absolute and exclusive right with full power and authority to enjoy the schedule demised property/ Second scheduled property in the manner aforesaid.

**THE PURCHASER DOTH HEREBY COVENANT WITH THE VENDORS AS FOLLOWS :**

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i. The Purchaser shall henceforth peaceably and quietly hold, possess, enjoy, the rents and profits derivable from and out of the sale-property without any legal hindrance interruption or disturbance from the Vendors or any person or persons claiming through or under the Vendors and without any lawful let, hindrance, interruption or disturbance by any other person or persons whom-so-ever.

ii. The Purchaser shall not use the said **Flat** for any purpose whatsoever other than residence for which the same has been agreed and shall not undertake addition or alteration in the outside of the construction in the said **Flat** including adjoining terrace without written permission from other flat owners'/flat owner's association and concerned authorities and shall not use the **Flat** in such a manner as may cause nuisance or annoyance to the occupiers of any other **units** in the building or for any illegal or immoral purpose.

iii. The Purchaser shall not throw or accumulate or cause to be thrown or accumulated any dirt, rubbish, rages or other refuse or permit the same to be thrown, or allow the same to be accumulated in the property agreed to be sold or in the compound lobby areas stair cases or any other portion of the apartment.

iv. The Purchaser shall at his own costs charges and expenses maintain and keep the interior of the said **Flat** and every part thereof and the doors and windows etc. thereof in clean and sanitary condition and at his own costs from time to time or cause to be done white washing distempering and/or maintaining of the same.

v. The Purchaser shall also pay the proportionate costs and expenses for maintaining repairing the outer face of the building and/or any fittings and fixtures and replacement of any fixtures or fittings or component or

accessories of the building and for white washing or colouring of the outer portion of the building

vi. The Purchaser shall at his own costs, charges and expenses make alterations or improvements to his said **Flat** without making or causing any damages to the common wall or portion of the said building and affecting the rights of the other purchaser/s or co-owners. In effecting such additions no brick-built structures of any kind whatsoever can be made, in the outside of the constructed Premises being Second Schedule hereunder.

vii. The Purchaser shall pay the electricity duties and charges in respect of the units so consumed by him punctually. The Purchaser along with the other co-owners or flat owners shall form an association under the prevailing laws of the land and shall abide by the rules, regulations and bylaws of the said Association.

viii. In the event of the said building being substantially damaged necessitating reconstruction or material addition, alteration renovations and replacements, the purchaser shall be, entitled to reconstruct or repair or renovation or replace or make additions and alterations in proportion to the areas of the building and undivided proportionate interest in the land of the said property jointly with other flat owners.

**FIRST SCHEDULE ABOVE REFERRED TO**

(The Land propose to be Developed)

**ALL THAT** piece and parcel of land measuring **10 (Ten) Katha** more or less together with proposed Multi-storied building standing thereon appertaining to Mouza - Sukchar, J.L. No. 09, Re. Sa. No. 14, Touzi No. 156, comprised and contained in **R.S. Dag No. 1826/2888 (One Thousand Eight Hundred Twenty six Bata Two Thousand Eight Hundred Eighty Eight)**, under Khatian No. 2179, situated at: Municipal Holding No. 8, at 1,

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Narasingha Dutta Ghat Road, ward No. 1, within the limits of Panihati Municipality, P.S.: Khardah, District: North 24 Parganas and under the jurisdiction of Additional District Sub Registry Office at Sodepur, Kolkata – 700115.

**BUTTED AND BOUNDED BY**

**ON THE NORTH** :P/O. Mr. Swapan Mitra & Mr. S. Bhowmik.

**ON THE SOUTH** :P/O. Mr. Sunil Sen & P/O. Mr. Sunil Dutta Roy.

**ON THE EAST** : Narasingha Dutta Ghat Road.

**ON THE WEST** : Tank.

**SECOND SCHEDULE REFERRED TO ABOVE**

(Description of Flat agreed to be sold)

**ALL THAT** piece and parcel of one Self Contained Flat **Flat No.** \_\_\_\_\_, measuring **Super Built Up** area of \_\_\_\_\_ (                    ) **Sq. Ft.** more or less at the \_\_\_\_\_ Side of the \_\_\_\_\_ **Floor** in the proposed multi-storied building together with undivided proportionate share of the land more particularly described in the First Schedule-written above along with right to use the common facilities and amenities more particularly mentioned in the Third Schedule written hereunder subject to payment of common maintenance charges more particularly mentioned in the Forth Schedule written hereunder.

**THIRD SCHEDULE REFERRED TO ABOVE**

(Description of the common facilities and amenities)

1. The foundation, columns, beams, support, corridors, lobbies, landings, entrance and exists for the said Apartment.

Contd.....



2. Main gate, all open space, Electrical Main line meter & meter room, common submersible pump and Plumbing installations, water pump, Drainage sewers and rain water pipes, septic Tank, underground reservoir & overhead tank, parapet, Boundary Wall.
3. Common Stair and lobbies, corridors, Lift & Lift room, top floor roof.
4. Such other common parts, areas, equipments, installations, fixtures fittings in or about the said building as are necessary of the building and other common areas.

It is clarified that the common portion shall include the open space reserved in the said land surrounding the said building which is left open as per building regulations. The roof and the parapet walls of the building will also be a part of common portion for the co- owners of the building. The co-owners are not entitled to make any kind of temporary or permanent construction on the roof of the building or the common passage

**FORTH SCHEDULE OF REFERRED TO ABOVE**

(Cost of maintenance of common service or facilities)

1. The expenses of maintaining, repairing redecorating etc. of the building and in particulars roof water tap, Gutters and rain water pipes of the Building, water pipes and electric wires in under or upon the building enjoyed or used by the Land Owner/Vendors in common with the other occupiers of said premises and the expenses for repairing the main entrance, passage of the Building.
2. The salary & Wages of Clerk, Bill collectors, Sweepers Watchmen etc.

Contd.....

- 3. All charges and deposit for supply of common facilities.
- 4. All legal expenses appertaining to the maintenance and protection of the said building and disputes regarding claims and/ or demands from Municipality and/ or local authorities.
- 5. All charges for maintaining the office for common purpose.

**IN WITNESS WHEREOF** the parties do hereby put their respective hands and signature in the presence of the following witnesses on this day, month and year first above written.

Signed, Sealed & Delivered in the presence of :

**WITNESSES**

1.

As constituted attorneys for and on behalf of  
 1. Smt. Dipti Roy Chowdhury 2. Mrs. Mahua Basu 3. Mrs. Mousumi Sarkar 4. Sri Sandip Narayan Roy Chowdhury 5. Sri Sujoy Narayan Roy Chowdhury & 6. Sri Sunil Narayan Roy Chowdhury.

2.

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**Signature of The Vendors.**

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**Signature of The Purchaser.**

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**Signature of The Developer.**

- *Drafted, Prepared*  
*& Type by :*

Contd.....

ARINDAM SAMANTA.  
ADVOCATE.  
SEALDAH CIVIL COURT.

**MEMO OF CONSIDERATION**

ARINDAM SAMANTA.  
ADVOCATE.  
SEALDAH CIVIL COURT.  
ENROLLMENT NO. WB. 1933/2009.

**MEMO OF CONSIDERATION**

Received sum of ` **5,60,000/- (Rupees Five Lacs Sixty Thousand)**  
only from the Purchaser by the following manner :

<b>Date</b>	<b>Bank</b>	<b>Cash/Cheque</b>	<b>Amount</b>
26.06.2017	ICICI Bank, Minto park Br.	507321	` 10,000/-
21.07.2017	Same as above	507323	` 4,00,000/-
21.07.2017	Same as above	507324	` 1,00,000/-

Contd.....

16.11.2018	SBI, Sodepur Br.	N.E.F.T.	₹ 50,000/-
<b>Total .....</b>			₹ <b>5,60,000/-</b>

**WITNESSES**

1. **DEVELOPERS**  
*William Kumar Naha*  
 Partner

2. **SS DEVELOPERS**  
*Mita Naha*  
 Partner

\_\_\_\_\_  
**Signature of The Developer.**