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BETWEEN

1. **SRI PRANAB GHOSH**, (PAN-AOGPG2584K) son of Sri Indubhushan Ghosh, by faith - Hindu, by nationality -Indian, by occupation- Business, residing at : 2, M.C. Garden Road, P.O. & P.S. Dum Dum, District.- North 24 Parganas, Kolkata -700030, 2. **SRI SATYAJIT ROY**, (PAN-ARPPR7324A) son of Late Parimal Chandra Roy, by faith - Hindu, by nationality -Indian, by occupation- Business, residing at : 140, Ramchandra Path, P.O. Nababganj, P.S. Noapara, District.- North 24 Parganas, Pin - 743144, 3. **SRI SANKAR DHALI**, (PAN-AHGPD7357L) son of Sri Prabhat Dhali, 4. **SRI PRABIR DEY**, (PAN-AHGPD5106K) son of Late Deben Chandra Dey, both by faith - Hindu, by nationality -Indian, by occupation- Business, both are residing at : 6 No. Scheme, Palta, P.O. Bengal Enamel, P.S. Noapara, District.- North 24 Parganas, Pin - 743122, 5. **SRI BHOLA DAS**, (PAN-BZWPD4234R) son of Late Chittaranjan Das, by faith - Hindu, by nationality -Indian, by occupation- Business, residing at : 286, PUrba Ghosh Para Road, Pinkal, P.O. Shyamnagar, P.S. Noapara, District.- North 24 Parganas, Pin - 743127, 6. **SMT. SUMITRA PAUL**, (PAN-DFYPB7732E) wife of Sri Tapan Paul, by faith - Hindu, by nationality - Indian, by occupation- Housewife, residing at : 6 No. Scheme, Palta,

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P.O. Bengal Enamel, P.S. Noapara, District.- North 24 Parganas, Pin - 743122, hereinafter called and referred to as the **LAND OWNERS** (which expression shall unless excluded by or repugnant to the context be deemed to include their legal heirs, executors, representatives, administrators and/or assigns etc.) of the **FIRST PART.**, hereinafter called and referred to as the "**LAND OWNER/FIRST PARTY**" (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his heirs, executors, administrators, legal representatives and assigns) of the **ONE PART.**

The Land owner herein represented by its Lawfull constituted Attorney namely : (1) **SRI MRINAL KANTI ADHIKARI**, son of Late Meghlal Adhikari, residing at Shanti Nagar, Palta, P.O. Bengal Enamel, P.S. Noapara, District - North 24 Parganas, Pin - 743122, (2) **SRI MOLAY KUMAR CHAKROBORTY**, son of Late Usharanjan Chakraborty, residing at - J.R.R. Road, East Kalianiwas, Barrackpore, P.O. Nona Chandanpukur, P.S. Titagarh, District - North 24 Parganas, Kolkata - 700122 and (3) **MRS. CHANDANA CHAKRABORTY**, wife of Sri Molay Kumar Chakraborty, residing at J.R.R. Road, East Kalianibas, Barrackpore, P.O. Nona Chandanpukur, P.S. Titagarh, District - North 24 Parganas, Kolkata - 700122 and (4) **MRS. RINITA ADHIKARY (DEY)**, wife of Mrinal Kanti Adhikary, residing at Santi Nagar Colony, North Barrackpore, P.O.

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Bengal Enamel, P.S. Noapara, District - North 24 Parganas, Pin - 743122, all are by faith : Hindu, by Nationality - Indian, by Occupation - Business, all are Partners of "**A.I.M. CONSTRUCTION**",(PAN -ABJFA2558D), a Partnership Firm, having its registered office at - Shanti Nagar, Palta, P.O. Bengal Enamel, P.S. Noapara, District - North 24 Parganas, Pin - 743122, through a registered Development Power of Attorney, being No. "150501666", Book No. I, Volume No. 1505-2020, written in Pages from 55669 to 55717, which was duly registered at A.D.S.R.O., Barrackpore on 15/06/2020.

AND

"**A.I.M. CONSTRUCTION**",(PAN -ABJFA2558D), a Partnership Firm, having its registered office at - Shanti Nagar, Palta, P.O. Bengal Enamel, P.S. Noapara, District - North 24 Parganas, Pin - 743122, represented by its Partners namely **(1) SRI MRINAL KANTI ADHIKARI**, (PAN - AJAPA3758L), son of Late Meghlal Adhikari, residing at Shanti Nagar, Palta, P.O. Bengal Enamel, P.S. Noapara, District - North 24 Parganas, Pin - 743122, **(2) SRI MOLAY KUMAR CHAKROBORTY**, (PAN - ACTPC5881E), son of Late Usharanjan Chakraborty, residing at - J.R.R. Road, East Kalianiwas, Barrackpore, P.O. Nona Chandanpukur, P.S. Titagarh, District - North 24 Parganas, Kolkata - 700122 and **(3) MRS. CHANDANA CHAKRABORTY**, (PAN-

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ALYPC9210F), wife of Sri Molay Kumar Chakroborty, residing at J.R.R. Road, East Kalianibas, Barrackpore, P.O. Nona Chandanpukur, P.S. Titagarh, District - North 24 Parganas, Kolkata - 700122 and (4) **MRS. RINITA ADHIKARY (DEY)**, (PAN-BTMPA8074L), wife of Mrinal Kanti Adhikary, residing at 1583, Santi Nagar Colony, North Barrackpore, P.O. Bengal Enamel, P.S. Noapara, District - North 24 Parganas, Pin - 743122, all are by faith : Hindu, by Nationality - Indian, by Occupation - Business, hereinafter jointly called and referred to as the **DEVELOPERS** (which expression shall unless excluded by or repugnant to the context be deemed to mean and include their legal heirs, executors, administrators, representatives and/or assigns) of the **SECOND PART**.

AND

..... (PAN-.....), S/o -
....., Occupation -, all are by
faith : Hindu, by nationality : Indian, residing at-,
P.O., P.S., Dist., Pin -
....., hereinafter called and referred to as the **PURCHASER**
(which expression shall unless excluded by or repugnant to the context be
deemed to include their legal heirs, executors, representatives,
administrators and/or assigns etc.) of the **THIRD PART**.

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WHEREAS the Land owner herein being the owner of the Shali Land measuring 6 Cottah 8 Chittack 32 Sft. be the same or a little more or less out of 17 Decimals, comprised in R.S. Dag no. 6668, L.R. Dag No.11055 & Bastu Land measuring 1 Cottah 12 Chittack 17 Sft. be the same or little more or less out of 36 Decimals, comprised in R.S. Dag no. 6669, L.R. Dag No.11056, thus total land measuring 8 Cottah 5 Chittack 4 Sft., demarcated as Plot No. 'B' which is lying and situated at - Mouza - Ichapur, J.L. No. 3, Touzi No. 617, under L.R. Khatian Nos. 19987, 20268, 20032, 20123, 20189, 20192 within the limits of North Barrackpore Municipality, Ward No. 11 (old) 9 (new), P.S.- Noapara, Dist.- North 24 Parganas and under the Jurisdiction of A.D.S.R.O. Barrackpore by virtue of registered Deed of Sale being No. 2553, recorded in Book No. I, C.D. Volume No. 14, written in pages from 2096 to 2123 and the same was registered at D.S.R.-I, Barasat, North 24 Parganas on 04/04/2014 from Subodh Chandra Paul and others.

AND WHEREAS after purchasing the same the land Owners herein became the joint owner of the same and they have been seizing possessing and enjoying the same with joint right title and interest without any disturbances from any corner whatsoever till date.

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AND WHEREAS the land owners herein are desirous of developing a plot of land measuring 8 Cottah 5 Chittack 4 Sft. by constructing a Multi storied (G+4) building in accordance with the building and such they submitted a sketched plan in North Barrackpore Municipality and the same was sanctioned vide sanctioned plan No. 507/2017-2018 from North Barrackpore Municipality.

AND WHEREAS the Land owners unable to conduct directly for various difficulties and he approached the Developers herein to do the same and when the Developers agreed and accepted the Owner's proposal they entered into an Registered Development agreement, being no. "150501663", and also recorded in Book No. I, Volume No. 1505-2020, written pages from 56093 to 56150, which was duly registered at A.D.S.R.O., Barrackpore on dated - 15/06/2020, and the land owner has also executed a registered Development Power of Attorney, being No. "150501666", Book No. I, Volume No. 1505-2020, written in Pages from 55669 to 55717, which was duly registered at A.D.S.R.O., Barrackpore on 15/06/2020.

AND WHEREAS in pursuance to the said Development Agreement, the DEVELOPERS caused to be obtained various permissions /approvals and/or consents for undertaking a Residential building project on the entirety of the said land and also caused a map or plan which is at present under process of sanction by the authorities concerned for undertaking the said Project and upon sanction of the said Plan by the authorities concerned the VENDOR and the DEVELOPERS will identify their respective allocations.

AND WHEREAS the Developer constructed the (G+4) Multi-storied building named in accordance with the aforesaid sanctioned building plan and offered for sale or transfer the residential apartments of a consideration as described therein after in those presents to the bonafide intending purchaser or purchasers.

AND WHEREAS the purchaser having inspected all documents of Title, Muniment, deeds and parchas of the Vendors/Developers and also the sanctioned building plan have satisfied **himself/herself/ themselves** as to be marketable title, right of assignment of sale of the apartments by the vendors/Developers.

AND WHEREAS the Purchaser has now approached the Developer including the Land Owners/Vendors above named for purchasing all that one FLAT being No. **with Tiles Floor**, situated on the **Floor** measuring about more or less **sft. Super Built Up Area** at Side of the said multi-storied building (G+4) along with Lift Facilities situated under North Barrackpore Municipality, Holding No. 30/8, Ward No. 11 (old) 9 (new), P.S.- Noapara, Dist.- North 24 Parganas forming part of the Developer's allocation (more fully and particularly described in the **Second Schedule** hereunder written) together with proportionate share in the common parts and common facilities to be determined by the Developer at the time of making over possession of the said Unit/Residential Flat and together with the proportionate share in the land comprised in the said premises and attributable to the said unit/flat/garage (hereinafter collectively referred to as the SAID UNIT) for the consideration and on the terms and condition hereinafter appearing.

AND WHEREAS an Agreement made between the Vendors herein as the First part and Developers herein as the Second Part and the

Purchaser as the Third part, the Vendors and Developers have agreed to sell and the purchaser has agreed to purchase the Tiles furnished FLAT being No. situated on the Floor measuring about more or less sft. **Super Built Up Area** and of the said multi-storied situated under North Barrackpore Municipality, Holding No. 30/8, Ward No. 11 (old) 9 (new), P.S.- Noapara, Dist.- North 24 Parganas, morefully and particularly described in the "A" Schedule hereunder written at or for a total consideration of Rs./- (..... *only*) free from all encumbrances.

NOW THIS INDENTURE WITNESSETH, that in pursuance of the said Agreement and in consideration of Rs./- (..... *only*) of the lawful money paid by the Purchaser to the Developers on or before the execution of these presents, (the receipt whereof the Developers hereby as also by memo hereunder written admit, acknowledge) and from the same and every part thereof hereby acquit release and forever discharge the Purchaser, their heirs, successors legal representatives executors, administrators and assigns and successor-in-interest.) The Vendors and the Developers

herein both hereby jointly and/or severally sell transfer convey and assign and assure unto and to the said Purchaser herein ALL THAT the said FLAT being No. situated on the **Floor** measuring about more or less **sft. Super Built Up Area** of the said multi-storied building (G+4) more fully described in the "B" schedule hereunder written along with the cost of common areas, half of the depth of the partitioned walls, stairs, staircase, landing and common passage, drains, sewers, water pipes and all other fixtures and equipments of common utility in terms of Sft. appertaining to the said building and more fully described in the third schedule hereunder written **TOGETHER WITH** proportionate undivided impartible share and or interest in the land underneath the said building more fully described in the 'A' schedule hereunder written **AND THE REVERSION OR REVERSIONS REMAINDER OR REMINDERS AND THE RENTS ISSUED AND PROFITS** in connection with the said flat and the properties appurtenant **TO HAVE AND HOLD** the said flat and the properties appurtenant thereto hereby granted, sold, transferred, assigned and assure of expressed or intended so to be unto and to the use of the Purchaser absolutely the forever for a perfect and indefeasible estate of inheritance in fee simple in possession without any condition use trust or other things whatsoever in alter, defect

encumbrances of make void the same **AND NOTWITHSTANDING** and any such act deed matter or thing whatsoever as aforesaid the vendors and the developers have now good, right full power and absolute authority to grant, sell, transfer, convey, assign and assure the proportionate undivided impartible share and/or interest in the land and the said flat hereby granted, sold, transferred, conveyed, assigned and assured of expressed or intended, so to be unto and to the use of the Purchaser in the manner aforesaid and that the purchaser shall and may from time to time and as all time hereafter peaceably and quietly possess and enjoy the said flat hereby granted, sold, transferred, convey, assigned and assured or expresses or intended so to be unto and to the use of the manner aforesaid and receive the rents issues and profits thereof without lawful evection interruption claims or, demand whatsoever from or by the vendors as well as by the developers or any persons of lawfully or equitably claiming or to claim from under or in trust for the vendors and the Developers **AND THAT** free and clear and freely and clearly and absolutely acquitted exonerated, discharged or otherwise by the vendors and the developers well and sufficiently save defended kept harmless and indemnified of from and/or from and against all and all manner of forms or other estate, rights, title, leases, mortgage, charges, trusts, wafts,

doubters, attachments, executions, lis pendens, claims, demands and encumbrances made or done, occasioned or suffered by the vendors and the developers or any person/s lawfully or equitably claiming or to claim by from through under or in trust or the vendors and the vendors and the developers and purchaser doth hereby covenant hereto as follows :-

1. That the purchaser shall and may as all times hereafter peaceably and quietly possess and enjoy the said Flat with common areas and facilities AND THAT the purchasers being the joint owners of the said flat shall have all right to sell, transfer, mortgage and assign the said flat in any manner he like for residential including the Vendors and the Developers hereto shall have no right to give any objection to such transfer.
2. That the Purchaser hereto of the said Flat shall always be entitled to pass, re pass and to have ingress and egress to and from the main gate of the said building and though and from all the common stairs, landings and passages for the purpose of going and carrying all luggage and articles without causing any disturbances and annoyances and

inconvenience to the other occupiers and inmates of the said building and without causing any loss or damages or injury or encroachment whatsoever to the said building.

3. That the purchaser will and shall maintain the said Flat properly and shall keep the same in good condition so that it may not cause any danger and/or prejudicially affect the other floors of the said building.
4. That the purchaser will and shall pay his share or rates and taxes proportionately relating to the said building under North Barrackpore Municipality, Holding No. 30/8, Ward No. 11 (old) 9 (new), P.S.- Noapara, Dist.- North 24 Parganas until separation and mutation in effected in respect of the said Flat and separate assessment in made thereby.
5. That the purchaser shall not keep any heavy articles or things as are likely to damage the floor/s and/or operate machine/s save that for usual purely domestic purposes.

6. That the purchaser shall at all times hereafter indemnify the vendor and the developers for non observance and non performance of covenants and conditions contained in these presents as are required to be observed and performed by the purchaser of the said Flat.

7. That so long the said Flat of the said building shall not be separately assessed for Municipal taxes, the Purchaser hereto shall pay the proportionate share of the Municipal taxes rates, Owners and occupiers both assessed for the whole building and that such apportionment shall be made by the Developer or by their nominees in consultation with the existing flat owners/occupiers.

8. That so long as the purchaser do not get his electric meter and does not secure electric bill in his own name, the purchaser hereto shall pay the proportionate share of the charges for electricity consumed for the whole building and that such apportionment shall be settled and finalized by both the Developer and the flats owner including the purchaser herein which shall be conclusive final and binding upon the parties hereto.

9. That it is hereby agreed that the purchaser hereto shall not at any time demolish or damage or caused to be damaged or demolished the said flats or any part thereof nor will he at any time make or cause to be made any structural additions or alterations of whatsoever nature to the said flats or any part thereof and no extra further load on any of the floors including top roof and anywhere in the entire building complete in the manner of gardening replacement or decoration of floors by marble slabs tiles or the like is permissible.

10. That common wall/s must not be destroyed or damaged or otherwise mutilated by way of hooking etc. passage right through the main entrance in common to all of the owners of the flat in the building.

11. That the purchaser hereto of the said flat shall apply for and take separate electric meter in his own name for the supply and consumption of electricity and shall pay all rents and consumption charges therefore regularly. The Vendor hereto shall give her consent to any such application made by the purchaser hereof.

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12. That the purchaser hereto of the said flat shall not store or attach or plant or permit to be stored or attached or planted any machinery on the floor of the said flat or any portion thereof or to hang the same from the bear or rafters thereof but nothing herein contained shall prevent the fittings of electric lines air conditioner or fans or such other electrical fittings purely for domestic purpose as may be required by the said flat owners.

13. That the purchaser shall not throw or accumulate dirt, rubbish, rags or other refused or permits 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.

14. That the purchaser shall not set any domestic animals or pets save in the manner permitted by the Developers or the Association and other authority or authorities concerned.

15. That the purchaser shall have the right to affix to draw any wires, pipes cables etc. from any to or through any common parts or common portion or other units save in the manner mentioned or be permitted by the Developer or Association.

FIRST SCHEDULE REFERRED TO ABOVE

(Description of the total property)

ALL THAT piece and parcel of **Shali** Land measuring 6 (six) Cottah 8 (eight) Chittack 32 (thirty two) Sft. be the same or a little more or less out of 17 Decimals, comprised in R.S. Dag no. 6668, L.R. Dag No.11055 (eleven thousand fifty five) & another **Bastu** Land measuring 1 (one) Cottah 12 (twelve) Chittack 17 (seventeen) Sft. be the same or little more or less out of 36 Decimals, comprised in R.S. Dag no. 6669, L.R. Dag No.11056 (eleven thousand fifty six), thus total land measuring 8 (eight) Cottah 5 (five) Chittack 4 (four) Sft., demarcated as Plot No. 'B' which is lying and situated at - Mouza - Ichapur, J.L. No. 3, Touzi No. 617, under L.R. Khatian Nos. 19987, 20268, 20032, 20123, 20189, 20192 within the limits of North Barrackpore Municipality, Holding No. 30/8, Ward No. 11 (old) 9 (new), P.S.- Noapara, Dist.- North 24 Parganas and under the Jurisdiction of A.D.S.R.O. Barrackpore which is butted and bounded by as follows :-

ON THE NORTH : 35'-6" wide Sreedhar Banshidhar Road.
ON THE SOUTH : Owner's Land.
ON THE EAST : 16'-0" wide Common Passage.
ON THE WEST : Owner's Land.

SECOND SCHEDULE ABOVE REFERRED TO

(Description of the FLAT hereunder sold)

ALL THAT one residential Flat being No. '.....', at the
Corner of the floor, delineated and demarcated by RED border
in the site plan annexed hereto measuring Super Built-up area of
Sq.ft. (Tiles Flooring)(With Lift facilities) (which includes proportionate
area of stair and common areas including proportionate share in the
common two wheeler parking space reserved at the Ground floor, as
more specifically described in the Third Schedule) more or less having
undivided impartible proportionate share or interest in the land and/or
common facilities of the Ground plus three storied building situated and
standing on the land more fully stated in the First Schedule except the
right of open roof, under the jurisdiction of North Barrackpore
Municipality. The annexed site plan will be the part and parcel of this
Deed of Conveyance.

ON THE NORTH :

ON THE SOUTH :

ON THE EAST :

ON THE WEST :

THIRD SCHEDULE ABOVE REFERRED TO

(Common Parts)

1. Staircase on all the floors.
2. Staircase landing on all the floor.
3. Common passage on the ground floor between inside of the building and common walls.
4. Water Pump, Overhead reservoir, water pipes and common plumbing installation.
5. Electrical wiring and fitting excluding those are installed for any particular unit.
6. Drainage and Sewerage.
7. Pump Space and Pump House.
8. Boundary wall and main gates.
9. Top roof of the building and parapet walls, chilla cottah.
10. Common space situated on the ground floor of the said building.
11. Shed on the top of the Roof.

FOURTH SCHEDULE ABOVE REFERRED TO

(Common Expenses)

1. The cost of maintaining, repairing, redecorating etc. of the main structure and electric wires in under or upon the said building and enjoyed or used by the Purchaser or use by him in common as aforesaid the boundary walls of the building, compound etc.
2. The costs of cleaning and lighting the passage landings staircases and other parts of the building and enjoyed or used by the Purchaser in common as aforesaid.
3. The Cost of decorating the exterior of the building.
4. The Costs of salaries of the Officers, Clerks, Bill Collectorate, Chowkidars, and Sweepers, Gate keepers, Electricians and other persons employed in connection with the affair of the said land and building.
5. Panchayet and other taxes and outgoings.
6. Insurance of building for earth-quake, fire mob-damage and civil commotions.
7. Such other expenses as are deemed by the Association flat Owners (if Formed and management taken over by it) as the case may be necessary or incidental for the maintenance and upkeep of and concerned with the building.

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IN WITNESS WHEREOF the parties hereto put their respective hands and signatures on this Deed of Conveyance in the presence of witnesses on this day, month and year first above written.

**SIGNED, SEALED AND DELIVERED IN
THE PRESENCE OF WITNESSES :-**

1. The Vendors are being represented
by their constituted attornies

- 2.

Signature of the Vendors

Drafted & Prepared by :-

(Sourabh Kumar Mallick)

Advocate

Barrackpore Court

Enroll No. - WB-254/2008

Signature of the Developer

Signature of the Purchaser

Received a sum of Rs. /- (.....
..... *only*) from the Purchaser by the
following memo.

MEMO OF CONSIDERATION

<u>Date</u>	<u>Cash/Cheque</u>	<u>Bank/Branch</u>	<u>Amount (Rs)</u>
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Total - _____ /-

Witnesses :-

- 1.
- 2.

Signature of the Developer