

AGREEMENT FOR SALE

MANGAL CH. DAS

Mangal ch Das

Proprietor

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THIS 'AGREEMENT FOR SALE' is made on this ____ day of _____, 2020 of the Christian era.

A M O N G

MR. NIRMALYA PRASUN SEN (PAN : BOGPS3503D) son of Late Sitangshu Sen, by religion Hindu, by nationality Indian, by occupation Business, residing at 621, Sreepally 1st Lane, P. O. - Bengal Enamel, Palta, P. S. - Titagarh, District - North 24 Parganas, Pin - 743122, being represented by his Constituted Attorney **MR. MANGAL CHANDRA DAS**, son of Late Nandalal Das, by religion Hindu, by nationality Indian, by occupation Business, residing at 396, Lenin Nagar, Holding No. 744, P. O. - Garulia, P.S. - Noapara, District - North 24 Parganas, Pin -743 133, by virtue of one DEVELOPMENT POWER OF ATTORNEY, that was registered in the Office of the Additional District Sub-Registrar, Barrackpore and recorded in Book No. I, Volume No. 1505 - 2019, Pages from 83020 to 83042, Being No. 2939, executed and registered on 25th day of June, 2019, hereinafter referred to as the 'LAND OWNER' (which term or expression shall unless otherwise excluded by or repugnant to the context or subject be deemed to mean and include his heirs, executors, legal representatives, administrators, assigns and / or nominees) of the **FIRST PART**

A N D

MR. MANGAL CHANDRA DAS (PAN : AGAPD4118J), son of Late Nandalal Das, by religion Hindu, by nationality Indian, by occupation Business, residing at 396, Lenin Nagar, Holding No. 744, P. O. - Garulia, P. S. -- Noapara, District - North 24 Parganas, Pin - 743 133, hereinafter referred to as the 'DEVELOPER' (which term or expression shall unless otherwise excluded by or repugnant to the context or subject be deemed to mean and include his heirs, executors, administrators, legal representatives, assigns and / or nominees) of the **SECOND PART**.

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MR. / MRS. _____ (PAN No. _____), Son of _____, by religion _____, by nationality Indian, by occupation _____, residing at _____, hereinafter referred to as the 'PURCHASERS' (which term or expression shall unless otherwise excluded by or repugnant to the context or subject be deemed to mean and include his / her heirs, executors, administrators, legal representatives, assigns and / or nominees) of the **THIRD PART**.

WHEREAS it is stated that the singular number used in this Agreement shall mean and include the plural number, In addition, the masculine gender shall mean and include the feminine and the neuter gender.

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WHEREAS predecessor-in-title in interest Himangshu Bikash Sen, Sitangshu Bikash Sen, Sudhangshu Bikash Sen, Snehangshu Bikash Sen and Himani Kana Sen had jointly purchased All That the piece and parcel of Bastu land measuring an area of 16.5 Decimal, more or less, comprised in C. S. Dag No. 176 & 177, pertaining to C. S. Khatian No. 114 & 116, Touzi No. 108, Re. Su. No. 15, J. L. No. 2 at Mouza Chandanpukur, P.S. - Titagarh, District - 24 Parganas within the municipal limits of the North Barrackpore Municipality, from Sri Dharani Kanta Bhattacharya, which was registered at the Office of the Sub-Registrar, Barrackpore and recorded in Book No. I, Volume No. 9, Pages from 9 to 12, Being No. 261, registered on 28th day of January, 1952 and also constructed one brick built dwelling unit over the said land for residential purposes ;

AND WHEREAS during their possession and enjoyment of the aforesaid property, Revisional Settlement Survey came into operation and the said purchasers had entered their names in the Record of Rights of Revisional Settlement and out of total Land measuring 16.5 Decimal an area of 15 Decimal at present recorded as Bastu under R. S. Dag No. 177/708, pertaining to R. S. Khatian No. 116, Touzi No. 108, Re. Su. No. 15, J. L. No. 2 at Mouza Chandanpukur, P. S. - Titagarh, District - 24 Parganas, within the municipal limits of the North Barrackpore Municipality ;

WHEREAS said Himangshu Bikash Sen, who during his lifetime and at the time of his death was a Hindu, died intestate on 15th day of July, 1959 leaving behind him surviving Smriti Sen, his wife, as his only heirs and legal representatives as per the Hindu Succession Act, 1956. It is further specifically stated that said Smriti Sen, who during her lifetime and at the time of her death was a Hindu, died intestate on 18th day of July, 1989 without having any children. Therefore, her undivided undemarcated 1/5th share in the said property devolved upon the said Sitangshu Bikash Sen, Sudhangshu Bikash Sen, Snehangshu Bikash Sen and Himani Kana Sen. Thus, they had become entitled to and were then possessed of undivided, undemarcated 1/4th share each in the aforesaid property ;

AND WHEREAS said Himani Kana Sen, who during her lifetime and at the time of her death was a Hindu, died intestate as a spinster/unmarried on 23rd day of February, 1972 leaving behind her surviving said Sitangshu Bikash Sen, Sudhangshu Bikash Sen and Snehangshu Bikash Sen, her three surviving brothers, as her only heirs and legal representatives as per the Hindu Succession Act, 1956. Therefore, her undivided, undemarcated 1/4th share in the said property devolved upon the said Sitangshu Bikash Sen, Sudhangshu Bikash Sen and Snehangshu Bikash Sen. Thus, they had become entitled to and were then possessed of undivided, undemarcated 1/3rd share each in the aforesaid property ;

WHEREAS said Sitangshu Bikash Sen, who during his lifetime and at the time of his death was a Hindu, died intestate on 16th day of November, 2001 leaving behind him surviving Mrs. Jyotirmoyee Sen, his wife, Mr. Deba Prasun Sen & Mr. Nirmalya Prasun Sen, his two sons and Mrs. Ketaki Sen, Mrs. Ratna Ballari Goswami & Mrs. Manimanjari Saha, his three daughters, as his only heirs and legal representatives as per the Hindu Succession Act, 1956 and by virtue of inheritance the said heirs and legal representatives of the deceased Sitangshu Bikash Sen, inherited his undivided undemarcated 1/3rd share

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Mangal Choudhary
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in the aforesaid total property equally, *i.e.* each having inherited undivided, undemarcated $1/18^{\text{th}}$ share therein ;

AND WHEREAS said Jyotirmoyee Sen, who during her lifetime and at the time of her death was a Hindu, died intestate on 18th day of March, 2007, leaving behind her surviving Mr. Deba Prasun Sen & Mr. Nirmalya Prasun Sen, her two sons and Mrs. Ketaki Sen, Mrs. Ratna Ballari Goswami & Mrs. Manimanjari Saha, her three daughters, as her only heirs and legal representatives as per Hindu Succession Act, 1956 and by virtue of inheritance, the said heirs and legal representatives of the deceased Jyotirmoyee Sen, inherited her undivided undemarcated $1/18^{\text{th}}$ share in the aforesaid total property equally, *i.e.* each having inherited undivided, undemarcated $1/15^{\text{th}}$ share therein ;

WHEREAS said Sudhangshu Bikash Sen, who during his lifetime and at the time of his death was a Hindu, died intestate on 17th day of September, 1992, leaving behind him surviving Mrs. Gouri Sen, his wife, Mr. Amitav Sen & Mayukhabha Sen, his two sons and Mrs. Susmita Dasgupta, Mrs. Naba Mallika Dasgupta, Mrs. Naba Malati Dasgupta & Mrs. Bijoya Dasgupta, his four daughters, as his only heirs and legal representatives as per the Hindu Succession Act, 1956 and by virtue of inheritance the said heirs and legal representatives of the deceased Sudhangshu Bikash Sen, inherited his undivided undemarcated $1/3^{\text{rd}}$ share in the aforesaid total property equally, *i.e.* each having inherited undivided undemarcated $1/21^{\text{st}}$ share therein ;

AND WHEREAS said Gouri Sen, who during her lifetime and at the time of her was a Hindu, died intestate on 27th day of October, 1999 leaving behind her surviving Mr. Amitav Sen & Mayukhabha Sen, her two sons and Mrs. Susmita Dasgupta, Mrs. Naba Mallika Dasgupta, Mrs. Naba Malati Dasgupta & Mrs. Bijoya Dasgupta, her four daughters, as her only heirs and legal representatives as per the Hindu Succession Act, 1956 and by virtue of inheritance, the said heirs and legal representatives of the deceased Gouri Sen, inherited her undivided undemarcated $1/21^{\text{st}}$ share in the aforesaid total property equally *i.e.* each having inherited undivided, undemarcated $1/18^{\text{th}}$ share therein ;

WHEREAS said Mayukhabha Sen, who during his lifetime and at time of his death was a Hindu, died intestate on 19th day of June, 2006 leaving behind him surviving Mrs. Arundhuti Sen, his wife and Mr. Satadru Sen, his son, as his only heirs and legal representatives as per the Hindu Succession Act, 1956 and by virtue of inheritance, the said heirs and legal representatives of the deceased Mayukhabha Sen, inherited his undivided, undemarcated $1/18^{\text{th}}$ share in the aforesaid total property equally *i.e.* each having inherited undivided, undemarcated $1/36^{\text{th}}$ share therein ;

AND WHEREAS said Arundhuti Sen, during her lifetime and at the time of her death was a Hindu, died intestate on 04th day of March, 1995 leaving behind her surviving Mr. Satadru Sen, her son, as her only heir and legal representative as per the Hindu Succession Act, 1956 and by virtue of inheritance, the said heir and legal representative of deceased Arundhuti Sen, inherited her undivided, undemarcated $1/36^{\text{th}}$ share in the

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aforesaid total property solely, i.e. Mr. Satadru Sen having inherited undivided undemarcated 1/18th share therein ;

WHEREAS said Snehangshu Bikash Sen, who during his lifetime and at the time of his death was a Hindu, died intestate as a spinster/unmarried on 16th day of August, 2014 leaving behind him surviving Mr. Deba Prasun Sen, Mr. Nirmalya Prasun Sen, Mrs. Ketaki Sen, Mrs. Ratna Ballari Goswami, Mrs. Manimanjari Saha, Mr. Amitav Sen, Mr. Satadru Sen, Mrs. Susmita Dasgupta, Mrs. Naba Mallika Dasgupta, Mrs. Naba Maiati Dasgupta and Mrs. Bijoya Dasgupta, as his only heirs and legal representatives as per the Hindu Succession Act, 1956 Act. Therefore, Snehangshu Bikash Sen's undivided, undemarcated 1/3rd share in the said property devolved them equally ;

AND WHEREAS thus, Mr. Deba Prasun Sen, Mr. Nirmalya Prasun Sen, Mrs. Ketaki Sen, Mrs. Ratna Ballari Goswami, Mrs. Manimanjari Saha have become entitled to and were then possessed of undivided, undemarcated 1/10th (i.e. 1/5th of 1/2 of the total property) share each in the aforesaid property ;

WHEREAS thus, Mr. Amitav Sen, Mr. Satadru Sen, Mrs. Susmita Dasgupta, Mrs. Naba Mallika Dasgupta, Mrs. Naba Malati Dasgupta and Mrs. Bijoya Dasgupta have become entitled to and were then possessed of undivided, undemarcated 1/12th (i.e. 1/6th of 1/2 of the total property) share each in the aforesaid property ;

AND WHEREAS vide one Gift Deed Which was registered at the office of the Additional District Sub-Registrar, Barrackpore and recorded in Book No. 1, Volume No. 1505-2018, Pages from 141606 to 141649, Being no. 4924 dated 04th day of October, 2018 made between 1) Mr. Deba Prasun Sen, 2) Mrs. Ketaki Sen, 3) Mrs. Ratna Ballari Goswami, 4) Mrs. Manimanjari Saha, 5) Mr. Amitav Sen, 6) Mr. Satadru Sen, 7) Mrs. Susmita Dasgupta, 8) Mrs. Naba Mallika Dasgupta, therein described as the Donors of the ONE PART and Mr. Nirmalya Prasun Sen, therein described as the Donee of the OTHER PART for the consideration of natural love and affection and for other diverse good causes, the Donors granted, bequeathed, transferred and conveyed by way of Gift to and unto and in favour of the Donee, the undivided 1 1/15th share of ALL THAT the piece of parcel of land together with dwelling unit which they possessed jointly as Co-Owners. Thus, Mr. Nirmalya Prasun Sen has become entitled to and is now possessed of undivided, undemarcated 5/6th (i.e. 1/10th + 11/15th of the total property) share in the said property ;

WHEREAS vide one Gift Deed which was registered at the office of the Additional District Sub-Registrar, Barrackpore and recorded in Book No. 1, Volume No. 1505-2019, Pages from 44246 to 44268, Being no. 1544 dated 8th day of March, 2019 made between 1) Mrs. Naba Malati Dasgupta and 2) Mrs. Bijoya Dasgupta, therein described as the Donors of the ONE PART and Mr. Nirmalya Prasun Sen, therein described as the Donee of the OTHER PART for the consideration of natural love and affection and for other diverse good causes, the Donors granted, bequeathed, transferred and conveyed by way of Gift to and unto and in favour of the Donee, the undivided, undemarcated 1/6th (i.e. 1/12th + 1/12th of the total property) share of ALL THAT the piece of parcel of land together with

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dwelling unit which they possessed jointly as Co-Owners. Thus, Mr. Nirmalya Prasun Sen has become entitled to and is now possessed of the said total property, solely ;

AND WHEREAS vide one Deed of Declaration which was registered at the office of the Additional District Sub-Registrar, Barrackpore and recorded in Book No. IV, Volume No. 1505-2019, Pages from 6405 to 6416, Being No. 311 dated 27th day of May, 2019, executed by Mr. Nirmalya Prasun Sen, one inadvertent mistake has been rectified. In fact, although both Mrs. Naba Malati Dasgupta and Mrs. Bijoya Dasgupta have executed and registered the aforesaid Gift Deed Being no. 1544 on 08th day of March, 2019 and all procedures to complete the registration has been performed but unfortunately the name of Mrs. Naba Malati Dasgupta, by mistake, was not typed in the said Gift Deed and later on the said mistake has been rectified by the execution and registration of the said Deed of Declaration Being no. 311 dated 27th day of May, 2019 ;

WHEREAS at present, the First Part herein has become the Sole Owner of the aforesaid property by virtue of inheritance as well as vide aforesaid Gift Deeds and being thus seized and possessed of the said property, Mr. Nirmalya Prasun Sen has become the absolute Sole Owner of All That the piece and parcel of Bastu land, after physical measurement, presently an area of 15 Decimal, more or less, comprised in R. S. Dag No. 177/708, pertaining to R. S. Khatian No. 116, Touzi No. 108, Re. Su. No. 15, J. L No. 2 at Mouza Chandanpukur, lying and situated at being Holding No. 621, Sreepally 1st Lane, Palta, P. O. - Bengal Enamel, P.S. - Titagarh, District - North 24 Parganas, Pin - 743 122, at Ward No. 9, under the North Barrackpore Municipality, more fully and particularly mentioned and described in the First Schedule hereunder written, hereinafter referred to as the 'premise' ;

WHEREAS since then the Land Owner has been enjoying each and every part of the said premises absolutely free from all encumbrances, interference, and disturbances of any other person or persons whatsoever nature, etc. ;

AND WHEREAS each and every part of the said premises is free from all encumbrances, charges, liens, *lis pendens*, attachments, trusts, acquisition and / or requisition, etc. whatsoever and howsoever in nature and the Land Owner has good, free and clear marketable title to the said premises with right to assign and transfer his title to the third parties ;

WHEREAS the Land Owner is desirous of developing the said Premise by demolition of the existing building and by constructing a multistoried building in accordance with the Building Plan to be sanctioned by the concerned North Barrackpore Municipality ;

WHEREAS the said Land Owner of the above mentioned plot entered into a Development Agreement, which was registered in the Office of the Additional District Sub-Registrar, Barrackpore and recorded in Book No. I, Volume No. 1505-2019, Pages from 82984 to 83019, Being No. 2937, dated 25th day of June, 2019, with Mr. Mangal Chandra Das, having its principle place of business at 396, Lenin Nagar, Holding No. 744,

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P. O. - Garulla, P. S. - Noapara, District - North 24 Parganas, Pin - 743 133, to develop his said premises by constructing a multistoried building in accordance with the Building Plan duly sanctioned by the North Barrackpore Municipality in terms of the said Agreement, executed between the said Land Owner and the Developer herein ;

AND WHEREAS on the said land situated at being Holding No. 621, Sreepally 1st Lane, Sreepally, Palta, P.O. - Bengal Enamel, P.S. - Noapara, District - North 24 Parganas, Pin - 743122 at Ward No. 9 under the North Barrackpore Municipality and the Developer started construction of the Ground Plus Four storied buildings, on the said land as per Building Plan duly sanctioned by North Barrackpore Municipality, in terms and conditions of the said registered Development Agreement, executed between the said Owner of the land and the Developer herein, dated 25th day of June, 2019 ;

WHEREAS in terms and condition of the said registered Development Agreement vide no. 2937 dated 25.06.2019 and registered Development Power of Attorney vide no. 2339 dated 25.06.2019, the said Mr. Mangal Chandra Das, the Developer herein, is entitled to sell out the Developer's allocation of Residential Flats / Office Spaces / Commercial Shops/ Garages, etc. to be built on the First Schedule land to the intending purchaser or purchasers and to receive earnest money and subsequent installments in respect of the particular Flat(s) / Office Space(s) / Shop(s) / Garages(s) from such intending purchaser or purchasers ;

AND WHEREAS the purchaser herein has inspected and satisfied with the title deeds of the Land Owner in respect of the land in question, sanctioned Building Plan, the registered Development Agreement and Development Power of Attorney and other necessary and concerned papers and documents relating to the said land and has not raised any objection with regard thereto ;

WHEREAS the Purchaser has approached the said Developer to purchase a Flat, being type '___', which will be used for residential purpose at _____ corner on the ___ Floor of the said constructing building namely 'MAA MANASA APARTMENT' at Holding No. 621, Sreepally 1st Lane, Palta, P. O. - Bengal Enamel, P.S. - Titagarh, District - North 24 Parganas, Pin - 743 122, at Ward No. 9 under the North Barrackpore Municipality, together with undivided impartible proportionate share or interest in the land under the said building, to be constructed by the Developer in accordance with the Building Plan sanctioned by the North Barrackpore Municipality also together with common parts and facilities on and before ___ day of _____, 202__ and the Developer has agreed to sell the said Flat Type '___' and make necessary arrangement to prepare a Deed of Conveyance in favour of the said Purchaser ;

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AND WHEREAS the Purchasers have further requested the Developer to complete construction of the said Flat Type '___' at the _____ corner on the _____ Floor of the constructing building against total consideration money of Rs. _____/- (Rupees _____) only including undivided impartible proportionate share or interest in the land covered under the said building and the Developer has agreed to sell the said Flat and agreed to handover the said Flat Type '___' at the _____ corner on the _____ Floor of the constructing building to the Purchaser on or before _____, 202__.

NOW THIS AGREEMENT WITNESSETH and it is hereby agreed by and among the Parties as follows :-

1. The Purchaser is specifically informed that the said premises is purchased by him with notice of and subject to the following :-
 - a) The said Flat being Type '___' is situated at the _____ corner on _____ Floor. The tenure of the Flat is OWNERSHIP ;
 - b) The covered area of the said Flat is about _____ sq. ft. (which includes proportionate share of stair and lift-well at that floor) and super built up area is _____ sq. ft., more or less, together with specifications, having undivided impartible proportionate share or interest in the land covered under the said building.
2. The Developer shall complete the construction consisting of flats / office spaces / shops / garages and shall be entitled to make such alteration, variation or modifications in the said plan as may be required by the North Barrackpore Municipality or any other local authority or as may be occasioned by any exigencies. The Purchaser shall not be entitled to object to such alternation, variation, and modification ;
3. The building shall bear the name of 'MAA MANASA APARTMENT'. It is further stated that no one including the Purchasers herein shall have any right to change the name of the building ;
4. The Purchasers hereto agrees to take and acquire the said Flat in the proposed Ground plus Four storied building measuring covered area of _____ sq. ft. (which includes proportionate share of stair and lift-well at that floor) and super built up area is _____ sq. ft., more or less, together with specifications, having undivided impartible proportionate share of land underneath the said building at or for the price of Rs. _____/- (Rupees _____) only ;
5. The Purchaser shall pay Rs. _____/- (Rupees _____) only as an advance to the Developer at the time of execution of this Agreement against the said Flat Type '___' at the _____ corner on the _____ Floor and the Developer shall accept the same and acknowledge the same by granting proper receipt to the Purchaser. The Purchaser has further agreed to pay the balance money of the purchase price i.e. Rs. _____/- (Rupees _____) only of the said Flat on or before _____, 202__ or on execution of Deed Of Conveyance, whichever is earlier, as per 'Mode Of Payment' stated hereinunder ;

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said Flat by the stipulated time due to war, civil commotion, act of God or if the non-delivery of possession is because of any Notice, Order / Rule or Notification of the Government, Judicial Department, Municipality and / or other public body ;

12. On taking possession of the said Flat, the Purchaser shall be entitled to occupy the said Flat and use the same only for residential purpose. The Purchaser shall at his own cost keep the same in a proper condition and shall observe and comply with all Laws, Rules and Regulations of the Government, North Barrackpore Municipality and any other Govt. bodies. Upon taking possession of the said Flat, the Purchaser shall have no claim against the Developer in respect of any item of work in the said Flat which may be alleged not have been carried out in accordance with the Agreement unless the Purchaser, at or before taking possession, has intimated the same in writing to the Developer ;
13. The Purchaser shall be liable to bear all the taxes, charges for electricity and water that are common until obtaining separate electric meter from the CESC and separate easement of taxes by the North Barrackpore Municipality and for all other taxes for all sorts of services for her said unit after taking possession of the said Flat ;
14. The Purchaser shall not be entitled to demand partition of her interest in the said building and / or the said land and it is being agreed that the Purchaser's interest therein is impartible ;
15. The Purchaser shall not let, give or license, transfer, re-sale and assign the said Flat or any part of interest therein or agree to do so until their dues to the Developer under this Agreement mentioned in Clause 5 as per 'Mode Of Payment', stated hereinunder, are paid in full ;
16. The Purchaser agrees with the Developer and through the Developer with the occupier of other units in the said proposed building that the Purchaser shall not demolish the said Flat nor make any addition or alteration to the same without the prior consent in writing from the Developer or, as the case may be, the flat / shop / office-room Owners' Association / Society of the Purchasers except addition / alteration inside the units without disturbing the main structure of the said building ;
17. The Purchaser shall keep at his own expenses inside portion of the Flat, its drains, pipes, cable wire *etc.* in good repairs. The repairing of outside cable, pipes, drains *etc.* should be undertaken by the flats / shop rooms / office / garages Owners' Association / Society or common service or services ;
18. The purchasers of different flat / shop room / office/ garage of the said building shall form the flat / shop room /office / garage Owners' association. The Purchaser hereby agree to observe and comply with all rules, regulations by laws *etc.* of such Association ;
19. A Sale Deed / Deed Of Conveyance in favour of the Purchaser will be made after full payment as mentioned in Clause 5 as per 'Mode Of Payment', stated hereinunder. The documents of such Sale Deed / Deed Of Conveyance and other documents will be prepared by the legal advisor of the Developer. In addition, the

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Purchaser will bear the cost of this Agreement, Stamp Duty & Registration Fees of the Sale Deed / Deed Of Conveyance, Advocate fees and other incidental charges, etc. ;

20. The Purchaser shall use the said Flat for residential purpose and shall not use those in any other manner, which may cause nuisance, annoyance or disturbance to the Owners of the other rooms and flats of the said building. The Purchaser hereby agree not to use the said Flat for any immoral or illegal purposes ;
21. All letters receipts, notices issued by the Developer via courier services and dispatched to the address of the Purchaser given in the Agreement or notified otherwise in writing shall be deemed to have been duly served on the Purchaser after the expiry of 15 (fifteen) days of such issue of notices ;
22. Any unreasonable delay or indulgence on the part of the Developer in enforcing this Agreement or giving possession of the Flat to the Purchaser within the stipulated time and grace period mentioned in Clause 11, would make liable the Developer to take additional responsibility to handover the possession of the said Flat to the Purchaser herein as early as possible ;
23. The Developer is desirous of selling flats / shop rooms / offices / garages in all other floors in the said building to the different parties on ownership basis and entering into separate Agreement with several persons and parties in respect of such sale and the Purchaser will have no right to object or whatsoever to such sales ;
24. It is further specifically stated that the Developer shall have the power to charge / levy statutory liabilities like GST and all other Taxes, etc. as chargeable on the purchase price as mentioned in clause 4 hereinabove as per Act and Rules of the Central and / or State Govt. duly implemented or to be implemented through Finance Bill or circular for which invoice will be sent to him time to time and the Purchaser shall have to pay the said chargeable rates and taxes to the Developer in time or on demand ;
25. The Purchaser hereby agrees and undertakes to complete the registration process of their unit within 03 (three) months from the date of accepting possession of their unit from the Developer herein without any delay. It is further stated that if any taxes imposed by any lawful authorities due to non-completion of registration of their unit on or after completion of the said 03 (three) months then the Purchaser will exclusively be liable to bear all sorts of taxes and penalties imposed by the said authorities for his unit. In this situation, the Developer as well as the Land Owner will not bear any such taxes and penalties ;
26. Any taxes whether levied or leviable now or future on land and / or building by any local body and / or Government, as the case may be, from the date of booking of the said Flat, will be borne by allottee/s and in case a consolidated demand is made for the land / building as a whole, the same shall be paid by the allottee/s in proportion to the area of the Flat ;
27. The Purchaser hereby agrees and undertakes to be a member of the proposed flat / shop room / office / garage Owners' Association / Society and from time to time

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sign and execute all application for membership and other papers, by-laws and documents for the same for their common interest without raising any objection of any nature ;

28. It should be noted that the free maintenance (save and except specified in the Common Expenses section hereunder written) of the said Garage will be provided by the Developer till the date of possession and / or registration of the said unit, whichever is earlier. But, after that period or after completion of the registration of the said unit, the Purchasers shall always be liable to pay service charges for any sorts of maintenance, if required, for her aforesaid Garage, without raising any objection ;
29. The Purchaser and the Developer shall observe and perform all the by-laws and all the rules and regulations of the West Bengal Apartment Ownership Act, 1972, or to any statutory modification or re-enactment thereof for the time being in force, when registered and shall pay and contribute regularly and punctually towards taxes and other expenses including outgoings in accordance with the forms of this Agreement to the said Flat/Shop/Office Room/Garage Owners' Association on demand.

THE FIRST SCHEDULE ABOVE REFERRED TO
DESCRIPTION OF THE TOTAL PROPERTY

ALL THAT the piece and parcel of 'Bastu' land measuring an area of 06 (six) Cottah 01 (one) Chittack, more or less, comprised in R. S. Dag No. 177/708, pertaining to R. S. Khatian No. 116, Touzi No, 108, Re. Su. No. 15, J. L. No. 2, at Mouza Chandanpukur, together with Two Storied pucca building measuring about 1000 Sq. Ft. on each floor, totaling to 2000 Sq. Ft., more or less, standing thereon, lying and situated at being Holding No. 621, Sreepally 1st Lane, Palta, P. O. - Bengal Enamel, P. S. - Titagarh, District - North 24 Parganas, Pin - 743 122 at Ward No. 9 under the North Barrackpore Municipality within the jurisdiction of Office of the Additional District Sub-Registrar, Barrackpore, which is butted and bounded by :

On the NORTH	:	12' - 0" wide Municipal Road.
On the SOUTH	:	Pond.
On the EAST	:	House of Swapan Sarkar.
On the WEST	:	House of Amar Bhattacharjee.

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THE SECOND SCHEDULE ABOVE REFERRED TO
DESCRIPTION OF THE FLAT

ALL THAT one Residential Flat being Type "___" at the _____ corner on the ___ Floor, measuring covered area of ___ Sq. Ft. (which includes proportionate share of stair and lift-well at that floor) and super built-up area of ___ Sq. Ft., more or less,

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together with the specification, more fully described in the Third Schedule having undivided impartible proportionate share or interest in the land and / or common facilities of the Ground plus Four storied buildings namely 'MAA MANASA APARTMENT', situated and standing on the land more fully stated in the First Schedule, at being Holding No. 621, Sreepally 1st Lane, Palta, P. O. - Bengal Enamel, P. S. - Titagarh, District - North 24 Parganas, Pin - 743122 at Ward No. 9 under the North Barrackpore Municipality.

THE THIRD SCHEDULE ABOVE REFERRED TO
SPECIFICATIONS

- a) **Foundation** : R.C.C. Foundation and framed structure for Ground plus Four storied building ;
- b) **Wall** : External shall be 200 mm. (08") thick. Partition wall between the Flat & Corridor shall be 125 mm (05") thick. Internal partition in each flat shall be 100/75 mm (3"/4") thick ;
- c) **Wall finish** : Outside Wall shall be finished with cement plastering and painted with seacem or equivalent painting. The inside wall of each flat shall finished with putty ;
- d) **Floors** : Marble / Tiles will be laid on the floor ;
- e) **Doors** : Doorframes shall be made by good quality Sal wood. All doors shall be of commercial flush door. On the main door magic eye, Door stopper & lock shall be provided. All wooden surfaces shall be painted with primer colour ;
- f) **Windows** : All windows shall be of aluminum made box panel shutter with sliding glass fittings with integrated grill. The Balcony will be guarded by 2' - 6" high grill. All windows and grills shall be painted with colour (the Developer will decide the colour) ;
- g) **Drawing / Dining room** : One Basin (white in colour) with pillar cock ;
- h) **Kitchen** : At kitchen, black stone cooking platform with sink shall be furnished. 2' - 6" high glazed tiles shall provided over cooking platform only at cooking area. The colour of glazed tiles shall be of the Developers' choice. One bibcock at the sink and another one under the sink also will be provided ;
- i) **Toilet** : 1800 mm (6' - 0") high glazed tiles dado will be provided. One shower including concealed stopcock, one bibcock, one Indian type pan (white in colour) including low down flash and one W. C. shall be provided. The door of Toilet shall be of good quality PVC door ;
- j) **Electrification** : All electrical work shall be of concealed wiring up to switch board only having adequate number of points without any electrical fittings, as follows :
 - At Bed room - two light points, one fan point and one plug point :

Main Group City 2019
 Mangal chakraborty
 Proprietor

- At Living cum Dinning room - two light points, one fan point, one plug point, one Refrigerator point and one T. V. point ;
 - At Kitchen - one light point, one exhaust fan point, one plug point and one micro-oven point ;
 - At Toilet - one light point, one exhaust fan point and one geyser point ;
 - At Balcony - one light point ;
 - At entrance door - one doorbell point ;
 - Two numbers of 15 Amp. Plug point of the Developer's choice ;
 - And one AC point.
- k) Common electrical point such as for lightening of stairs, common corridor and entrance passage at ground floor, parking space and pump for overhead reservoir shall also be provided ;
- l) The DEVELOPER will complete the electrification work of each flat up to individual main switch of the meter room only. For individual and common electrical facilities along with connection charges including installation materials from CESE up to main meter room, infrastructure development cost, security money, transformer installation charges and other quotation charges amounting to Rs. 15,000/- are to be paid extra. The Purchasers will provide all the electrical fittings ;
- m) If the Purchasers take possession of his Flats before getting connection individually from CESE then they must pay the electric charges monthly extra for enjoying the electricity in his Flats and common facilities. The Developer shall decide the charges of the electricity then for that interim period ;
- n) All outer pipes including rain water pipes as well as outer & inner common plumbing installation shall be of PVC type Pipes ;
- o) Extra Work : Any extra work, addition and / or alteration in the Flat, other than the standard specification, shall be done subject to the approval of the supervising Engineer and / or Architect of the project. The requisite extra cost as decided by the Developer's authorized Engineer shall be deposited by the Purchaser to the Developer before execution of such work. Outside labour / mason shall be allowed after completion of total project with the permission of the Flat Owners' Association.

N. B. : The layout and specification given above are and subject to minor alterations / modifications on account of technical reasons without any reference.

THE FOURTH SCHEDULE ABOVE REFERRED TO
COMMON AREAS AND FACILITIES

1. Staircase on the floors & stair head room ;

MANGAL CHOPRA
Mangal Chopra
Proprietor

2. Staircase landing on all floors ;
3. Lift and lift-well ;
4. Drains and sewers ;
5. Pump ;
6. Open spaces, passages from the building to the main road, foundation, outer walls and all type of outer pipes and other common electrical & plumbing installation ;
7. Overhead reservoir ;
8. Septic Tank ;
9. Roof of the Top Floor ;
10. Water Supply : Pump operated Deep Tube Well will be utilized for water supply and overhead reservoir will be provided on ultimate roof ;
11. Proportionate undivided, undemarcated share or interest the common parking space at the Ground Floor.

COMMON EXPENSES

1. All costs of lighting & maintenance of common areas, and also the outer walls of the building ;
2. Proportionate share of electrical charges for Lift & Pump operation and maintenance ;
3. salary of Durwan, Care Taker, who may be appointed ;
4. Insurance premium for insuring the building against riot, earthquake, fire, lightning and violence etc. ;
5. All charges and security money to be deposited for the common facilities ;
6. Municipal taxes and other outgoing save and except those are separately assessed on the respective flats ;
7. Proportionate share of establishment costs and charges for maintenance of the building.

MANGAL CH. DAS
 Mangal Ch. Das
 Proprietor

MODE OF PAYMENT

Date	Cheque/D. D. No. / Cash	Bank	Branch	Amount (Rupees)
1.				
<u>To be paid on or before :</u>				

contd.

2.				
3.				
4.				
			Total :	

(Rupees _____ only)

IN WITNESSES WHEREOF the parties hereto have put their respective signature and seals on this 'Development Agreement' with their sound mental condition, free will and without any coercion and / or undue influence from any corner, in presence of undersigned witnesses on the day, month and year first above written.

Signed and Delivered by the Parties
at 621, Sreepally 1st Lane, Palta, North
24 Parganas, in presence of:

WITNESSES

1.

LAND OWNER

MANGAL CH. DAS

Mangal ch Das

Proprietor

DEVELOPER

2.

Drafted and prepared as per
information and documents
furnished by the Parties by:

PURCHASERS

(_____, Advocate)

DEED OF CONVEYANCE

MANGAL CH. DAS
Mangal ch Das
Proprietor

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THIS 'DEED OF CONVEYANCE' is made on this ___ day of _____, 202__ of
the Christian era.

A M O N G

MR. NIRMALYA PRASUN SEN (PAN : BOGPS3503D) son of Late Sitangshu Sen, by religion Hindu, by nationality Indian, by occupation Business, residing at 621, Sreepally 1st Lane, P. O. - Bengal Enamel, Palta, P.S. - Titagarh, District - North 24 Parganas, Pin - 743122, **being represented by his Constituted Attorney MR. MANGAL CHANDRA DAS**, son of Late Nandalal Das, by religion Hindu, by nationality Indian, by occupation Business, residing at 396, Lenin Nagar, Holding No. 744, P. O. - Garulia, P.S. - Noapara, District - North 24 Parganas, Pin -743 133, by virtue of one DEVELOPMENT POWER OF ATTORNEY, that was registered in the Office of the Additional District Sub-Registrar, Barrackpore and recorded in Book No. 1, Volume No. 1505 - 2019, Pages from 83020 to 83042, Being No. 2939, executed and registered on 25th day of June, 2019, hereinafter referred to as the 'LAND OWNER' (which term or expression shall unless otherwise excluded by or repugnant to the context or subject be deemed to mean and include his heirs, executors, legal representatives, administrators, assigns and / or nominees) of the **FIRST PART**

A N D

MR. MANGAL CHANDRA DAS (PAN : AGAPD4118]), son of Late Nandalal Das, by religion Hindu, by nationality Indian, by occupation Business, residing at 396, Lenin Nagar, Holding No. 744, P. O. - Garulia, P. S. - Noapara,

MANGAL CH. DAS
Mangal Ch. Das
Proprietor

contd.

District - North 24 Parganas, Pin - 743 133, hereinafter referred to as the 'DEVELOPER' (which term or expression shall unless otherwise excluded by or repugnant to the context or subject be deemed to mean and include his heirs, executors, administrators, legal representatives, assigns and / or nominees) of the **SECOND PART**.

AND

MR. / MRS. _____ (PAN No. _____), Son of _____, by religion _____, by nationality Indian, by occupation _____, residing at _____, hereinafter referred to as the '**PURCHASERS**' (which term or expression shall unless otherwise excluded by or repugnant to the context or subject be deemed to mean and include his / her heirs, executors, administrators, legal representatives, assigns and / or nominees) of the **THIRD PART**.

WHEREAS it is stated that the singular number used in this Agreement shall mean and include the plural number. In addition, the masculine gender shall mean and include the feminine and the neuter gender.

WHEREAS predecessor-in-title in interest Himangshu Bikash Sen, Sitangshu Bikash Sen, Sudhangshu Bikash Sen, Snehangshu Bikash Sen and Himani Kana Sen had jointly purchased All That the piece and parcel of Bastu land measuring an area of 16.5 Decimal, more or less, comprised in C. S. Dag

MANGAL CH. DAS

Mangal Ch. Das
Proprietor

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No. 176 & 177, pertaining to C. S. Khatian No. 114 & 116, Touzi No. 108, Re. Su. No. 15, J. L. No. 2 at Mouza Chandanpukur, P.S. - Titagarh, District - 24 Parganas within the municipal limits of the North Barrackpore Municipality, from Sri Dharani Kanta Bhattacharya, which was registered at the Office of the Sub-Registrar, Barrackpore and recorded in Book No. I, Volume No. 9, Pages from 9 to 12, Being No. 261, registered on 28th day of January, 1952 and also constructed one brick built dwelling unit over the said land for residential purposes ;

AND WHEREAS during their possession and enjoyment of the aforesaid property, Revisional Settlement Survey came into operation and the said purchasers had entered their names in the Record of Rights of Revisional Settlement and out of total Land measuring 16.5 Decimal an area of 15 Decimal at present recorded as Bastu under R. S. Dag No. 177/708, pertaining to R. S. Khatian No. 116, Touzi No. 108, Re. Su. No. 15, J. L. No. 2 at Mouza Chandanpukur, P. S. - Titagarh, District - 24 Parganas, within the municipal limits of the North Barrackpore Municipality ;

WHEREAS said Himangshu Bikash Sen, who during his lifetime and at the time of his death was a Hindu, died intestate on 15th day of July, 1959 leaving behind him surviving Smriti Sen, his wife, as his only heirs and legal representatives as per the Hindu Succession Act, 1956. It is further specifically stated that said Smriti Sen, who during her lifetime and at the time of her death was a Hindu, died intestate on 18th day of July, 1989 without having any children. Therefore, her undivided undemarcated 1/5th share in the said property devolved upon the said Sitangshu Bikash Sen, Sudhangshu Bikash

MANGAL CH. DAS

Mangal Ch. Das
Proprietor

contd.

Sen, Snehangshu Bikash Sen and Himani Kana Sen. Thus, they had become entitled to and were then possessed of undivided, undemarcated $1/4^{\text{th}}$ share each in the aforesaid property ;

AND WHEREAS said Himani Kana Sen, who during her lifetime and at the time of her death was a Hindu, died intestate as a spinster/unmarried on 23rd day of February, 1972 leaving behind her surviving said Sitangshu Bikash Sen, Sudhangshu Bikash Sen and Snehangshu Bikash Sen, her three surviving brothers, as her only heirs and legal representatives as per the Hindu Succession Act, 1956. Therefore, her undivided, undemarcated $1/4^{\text{th}}$ share in the said property devolved upon the said Sitangshu Bikash Sen, Sudhangshu Bikash Sen and Snehangshu Bikash Sen. Thus, they had become entitled to and were then possessed of undivided, undemarcated $1/3^{\text{rd}}$ share each in the aforesaid property ;

WHEREAS said Sitangshu Bikash Sen, who during his lifetime and at the time of his death was a Hindu, died intestate on 16th day of November, 2001 leaving behind him surviving Mrs. Jyotirmoyee Sen, his wife, Mr. Deba Prasun Sen & Mr. Nirmalya Prasun Sen, his two sons and Mrs. Ketaki Sen, Mrs. Ratna Ballari Goswami & Mrs. Manimanjari Saha, his three daughters, as his only heirs and legal representatives as per the Hindu Succession Act, 1956 and by virtue of inheritance the said heirs and legal representatives of the deceased Sitangshu Bikash Sen, inherited his undivided undemarcated $1/3^{\text{rd}}$ share in the aforesaid total property equally, *i.e.* each having inherited undivided, undemarcated $1/18^{\text{th}}$ share therein ;

MANGAL CH. DAS

Mangal Ch Das
Proprietor

contd.

AND WHEREAS said Jyotirmoyee Sen, who during her lifetime and at the time of her death was a Hindu, died intestate on 18th day of March, 2007, leaving behind her surviving Mr. Deba Prasun Sen & Mr. Nirmalya Prasun Sen, her two sons and Mrs. Ketaki Sen, Mrs. Ratna Ballari Goswami & Mrs. Manimanjari Saha, her three daughters, as her only heirs and legal representatives as per Hindu Succession Act, 1956 and by virtue of inheritance, the said heirs and legal representatives of the deceased Jyotirmoyee Sen, inherited her undivided undemarcated 1/18th share in the aforesaid total property equally, *i.e.* each having inherited undivided, undemarcated 1/15th share therein ;

WHEREAS said Sudhangshu Bikash Sen, who during his lifetime and at the time of his death was a Hindu, died intestate on 17th day of September, 1992, leaving behind him surviving Mrs. Gouri Sen, his wife, Mr. Amitav Sen & Mayukhabha Sen, his two sons and Mrs. Susmita Dasgupta, Mrs. Naba Mallika Dasgupta, Mrs. Naba Malati Dasgupta & Mrs. Bijoya Dasgupta, his four daughters, as his only heirs and legal representatives as per the Hindu Succession Act, 1956 and by virtue of inheritance the said heirs and legal representatives of the deceased Sudhangshu Bikash Sen, inherited his undivided undemarcated 1/3rd share in the aforesaid total property equally. *i.e.* each having inherited undivided undemarcated 1/21st share therein ;

AND WHEREAS said Gouri Sen, who during her lifetime and at the time of her death was a Hindu, died intestate on 27th day of October, 1999 leaving behind

MANGAL CH. DAS

Mangal Ch. Das
Proprietor

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her surviving Mr. Amitav Sen & Mayukhabha Sen, her two sons and Mrs. Susmita Dasgupta, Mrs. Naba Mallika Dasgupta, Mrs. Naba Malati Dasgupta & Mrs Bijoya Dasgupta, her four daughters, as her only heirs and legal representatives as per the Hindu Succession Act, 1956 and by virtue of inheritance, the said heirs and legal representatives of the deceased Gouri Sen, inherited her undivided undemarcated 1/21st share in the aforesaid total property equally *i.e.* each having inherited undivided, undemarcated 1/18th share therein ;

WHEREAS said Mayukhabha Sen, who during his lifetime and at time of his death was a Hindu, died intestate on 19th day of June, 2006 leaving behind him surviving Mrs. Arundhuti Sen, his wife and Mr. Satadru Sen, his son, as his only heirs and legal representatives as per the Hindu Succession Act, 1956 and by virtue of inheritance, the said heirs and legal representatives of the deceased Mayukhabha Sen, inherited his undivided, undemarcated 1/18th share in the aforesaid total property equally *i.e.* each having inherited undivided, undemarcated 1/36th share therein ;

AND WHEREAS said Arundhuti Sen, during her lifetime and at the time of her death was a Hindu, died intestate on 04th day of March, 1995 leaving behind her surviving Mr. Satadru Sen, her son, as her only heir and legal representative as per the Hindu Succession Act, 1956 and by virtue of inheritance, the said heir and legal representative of deceased Arundhuti Sen, inherited her undivided, undemarcated 1/36th share in the aforesaid total property solely, *i.e.* Mr. Satadru Sen having inherited undivided undemarcated 1/18th share therein ;

MANGAL CH. DAS

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Proprietor

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WHEREAS said Snehangshu Bikash Sen, who during his lifetime and at the time of his death was a Hindu, died intestate as a spinster/unmarried on 16th day of August, 2014 leaving behind him surviving Mr. Deba Prasun Sen, Mr. Ntrmalya Prasun Sen. Mrs. Ketaki Sen, Mrs. Ratna Ballari Goswami, Mrs. Manimanjari Saha, Mr. Amitav Sen, Mr. Satadru Sen, Mrs. Susmita Dasgurta, Mrs. Naba Mallika Dasgupta, Mrs. Naba Maiati Dasgupta and Mrs Bijoya Dasgupta, as his only heirs and legal representatives as per the Hindu Succession Act, 1956 Act. Therefore, Snehangshu Bikash Sen's undivided, undemarcated 1/3rd share in the said property devolved them equally ;

AND WHEREAS thus, Mr. Deba Prasun Sen, Mr. Nirmalya Prasun Sen, Mrs Ketaki Sen, Mrs. Ratna Ballari Goswami, Mrs. Manimanjari Saha have become entitled to and were then possessed of undivided, undemarcated 1/10th (i.e. 1/5th of ½ of the total property) share each in the aforesaid property ;

WHEREAS thus, Mr. Amitav Sen, Mr. Satadru Sen. Mrs. Susmita Dasgupta, Mrs. Naba Mallika Dasgupta, Mrs. Naba Malati Dasgupta and Mrs. Bijoya Dasgupta have become entitled to and were then possessed of undivided, undemarcated 1/12th (i.e. 1/6th of ½ of the total property) share each in the aforesaid property ;

AND WHEREAS vide one Gift Deed Which was registered at the office of the Additional District Sub-Registrar, Barrackpore and recorded in Book No. I, Volume No. 1505-2018, Pages from 141606 to 141649, Being no. 4924 dated

MANGAL CH. DAS

Mangal Ch. Das
Proprietor

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04th day of October, 2018 made between 1) Mr. Deba Prasun Sen, 2) Mrs. Ketaki Sen, 3) Mrs. Ratna Ballari Goswami, 4) Mrs. Manimanjari Saha, 5) Mr. Amitav Sen, 6) Mr. Satadru Sen, 7) Mrs. Susmita Dasgupta, 8) Mrs. Naba Maillka Dasgupta, therein described as the Donors of the ONE PART and Mr. Nirmalya Prasun Sen, therein described as the Donee of the OTHER PART for the consideration of natural love and affection and for other diverse good causes, the Donors granted, bequeathed, transferred and conveyed by way of Gift to and unto and in favour of the Donee, the undivided $1\frac{1}{15}$ th share of ALL THAT the piece of parcel of land together with dwelling unit which they possessed jointly as Co-Owners. Thus, Mr. Nirmalya Prasun Sen has become entitled to and is now possessed of undivided, undemarcated $\frac{5}{6}$ th (i.e. $\frac{1}{10}$ th + $\frac{11}{15}$ th of the total property) share in the said property ;

WHEREAS vide one Gift Deed which was registered at the office of the Additional District Sub-Registrar, Barrackpore and recorded in Book No. I, Volume No, 1505-2019, Pages from 44246 to 44268, Being no. 1544 dated 8th day of March, 2019 made between 1) Mrs. Naba Malati Dasgupta and 2) Mrs Bijoya Dasgupta, therein described as the Donors of the ONE PART and Mr. Nirmalya Prasun Sen, therein described as the Donee of the OTHER PART for the consideration of natural love and affection and for other diverse good causes, the Donors granted, bequeathed, transferred and conveyed by way of Gift to and unto and in favour of the Donee, the undivided, undemarcated $\frac{1}{6}$ th (i.e. $\frac{1}{12}$ th + $\frac{1}{12}$ th of the total property) share of ALL THAT the piece of parcel of land together with dwelling unit which they possessed jointly as Co-Owners. Thus, Mr. Nirmalya Prasun Sen has become entitled to and is now possessed of the said total property, solely ;

MANGAL CH. DAS

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AND WHEREAS vide one Deed of Declaration which was registered at the office of the Additional District Sub-Registrar, Barrackpore and recorded in Book No. IV, Volume No. 1505-2019, Pages from 6405 to 6416, Being No. 311 dated 27th day of May, 2019, executed by Mr. Nirmalya Prasun Sen, one inadvertent mistake has been rectified. In fact, although both Mrs. Naba Malati Dasgupta and Mrs. Bijoya Dasgupta have executed and registered the aforesaid Gift Deed Being no. 1544 on 08th day of March, 2019 and all procedures to complete the registration has been performed but unfortunately the name of Mrs. Naba Malati Dasgupta, by mistake, was not typed in the said Gift Deed and later on the said mistake has been rectified by the execution and registration of the said Deed of Declaration Being no. 311 dated 27th day of May, 2019 ;

WHEREAS at present, the First Part herein has become the Sole Owner of the aforesaid property by virtue of inheritance as well as vide aforesaid Gift Deeds and being thus seized and possessed of the said property, Mr. Nirmalya Prasun Sen has become the absolute Sole Owner of All That the piece and parcel of Bastu land, after physical measurement, presently an area of 15 Decimal, more or less, comprised in R. S. Dag No. 177/708, pertaining to R. S. Khatian No. 116, Touzi No. 108, Re. Su. No. 15, J. L. No. 2 at Mouza Chandanpukur, lying and situated at being Holding No. 621, Sreepally 1st Lane, Palta, P. O. - Bengal Enamel, P.S. - Titagarh, District - North 24 Parganas, Pin - 743 122, at Ward No. 9, under the North Barrackpore Municipality, more fully and particularly mentioned and described in the First Schedule hereunder written, hereinafter referred to as the 'premise' ;

WHEREAS since then the Land Owner has been enjoying each and every part of the said premises absolutely free from all encumbrances,

MANGAL CH. DAS

Mangal Ch. Das
Proprietor

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interference, and disturbances of any other person or persons whatsoever nature, etc. ;

AND WHEREAS each and every part of the said premises is free from all encumbrances, charges, liens, *lis pendens*, attachments, trusts, acquisition and / or requisition, etc. whatsoever and howsoever in nature and the Land Owner has good, free and clear marketable title to the said premises with right to assign and transfer his title to the third parties ;

WHEREAS the Land Owner was desirous of developing the said Premise by demolition of the existing building and by constructing a multistoried building in accordance with the Building Plan to be sanctioned by the concerned North Barrackpore Municipality ;

WHEREAS the said Land Owner of the above mentioned plot entered into a Development Agreement, which was registered in the Office of the Additional District Sub-Registrar, Barrackpore and recorded in Book No. I, Volume No. 1505-2019, Pages from 82984 to 83019, Being No. 2937, dated 25th day of June, 2019, with Mr. Mangal Chandra Das, having its principle place of business at 396, Lenin Nagar, Holding No. 744, P. O. - Garulia, P. S. - Noapara, District - North 24 Parganas, Pin - 743 133, to develop his said premises by constructing a multistoried building in accordance with the Building Plan duly sanctioned by the North Barrackpore Municipality in terms of the said Agreement, executed between the said Land Owner and the Developer herein ;

MANGAL CH. DAS
Mangal Ch Das
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AND WHEREAS on the said land situated at being Holding No. 621, Sreepally 1st Lane, Sreepally, Palta, P.O. - Bengal Enamel, P.S. - Noapara, District - North 24 Parganas, Pin - 743122 at Ward No. 9 under the North Barrackpore Municipality and the Developer constructed one Ground Plus Four storied buildings, on the said land as per Building Plan duly sanctioned by North Barrackpore Municipality, in terms and conditions of the said registered Development Agreement, executed between the said Owner of the land and the Developer herein, dated 25th day of June, 2019 ;

WHEREAS in terms and condition of the said registered Development Agreement vide no. 2937 dated 25.06.2019 and registered Development Power of Attorney vide no. 2339 dated 25.06.2019, the said Mr. Mangal Chandra Das, the Developer herein, is entitled to sell out the Developer's allocation of Residential Flats / Office Spaces / Commercial Shops/ Garages, etc. to be built on the First Schedule land to the intending purchaser or purchasers and to receive earnest money and subsequent installments in respect of the particular Flat(s) / Office Space(s) / Shop(s) / Garages(s) from such intending purchaser or purchasers ;

AND WHEREAS the purchasers have inspected and satisfied with the title deeds of the Land Owners in respect of the land in question, sanctioned Building Plan, the registered Development Agreement and Development Power of Attorney and other necessary papers relating to the said land and has not raised any objection with regard thereto ;

MANGAL CH. DAS

Mangal Ch. Das
Proprietor

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WHEREAS the Purchaser has approached the said Developer to purchase a Flat, being type '___', which will be used for residential purpose at corner on _____ the ____ Floor of the said constructing building namely 'MAA MANASA APARTMENT' at Holding No. 621, Sreepally 1st Lane, Sreepally, Palta, P. O. - Bengal Enamel, P.S. - Titagarh, District - North 24 Parganas, Pin - 743 122, at Ward No. 9 under the North Barrackpore Municipality, together with undivided impartible proportionate share or interest in the land under the said building, to be constructed by the Developer in accordance with the Building Plan sanctioned by the North Barrackpore Municipality also together with common parts and facilities on and before ___ day of _____, 202__ and the Developer has agreed to sell the said Flat Type '_____' and make necessary arrangement to prepare a Deed of Conveyance in favour of the said Purchaser ;

AND WHEREAS the Purchasers have further agreed with the Developer to purchase the said Flat Type '___' at the _____ corner on the _____ Floor of the constructed building against total consideration money of Rs. _____/- (Rupees _____) only including undivided impartible proportionate share or interest in the land covered under the said building and the Developer has agreed to sale the said Flat and agreed to handover the said Flat Type '_____' at the _____ corner on the ____ Floor of the constructed building to the Purchasers.

NOW THIS INDENTURE WITNESSTH that in consideration of payment of Rs. _____/- (Rupees _____ Only) the value of the said Flat together with indivisible impartible variable share in the land underneath to the said Type "_____" Residential Flat at

MANGAL CH. DAS

Mangal Ch. Das
Proprietor

contd.

the _____ corner on the _____ Floor of the 'MAA MANASA APARTMENT' at Holding No. 621, Sreepally 1st Lane, Sreepally, Palta, P.O. - Bengal Enamel, P.S. - Titagarh, District - North 24 Parganas, Pin - 743122 at Ward No. 9 under the North Barrackpore Municipality, paid by the Purchasers to the Land Owner / Developer (the receipts whereof the Land Owner do hereby admit, acknowledge and release the said undivided indivisible variable share in the land in favour of the Purchasers herein), the Land Owners doth hereby and hereunder agreed to grant, convey, transfer, assign sale absolute and release unto and in favour of the said Purchasers fully and absolutely the said Flat and the land premises messuage, tenements, and hereditaments together with building standing thereon being ALL THAT the undivided and undemarcated share of interest of land in construction Type "____" Flat measuring _____ Sq. Ft. super built up area at the _____ corner on the Third Floor at Holding no. 621, Sreepally 1st Lane, Sreepally, Palta, P.O. - Bengal Enamel, P.S. - Titagarh, District - North 24 Parganas, Pin - 743122 at Ward No. 9 under the North Barrackpore Municipality, together with right to use the common areas and parts hereinafter referred to or the said demise areas more fully and particularly described in the Second Schedule written hereunder TOGETHER WITH all the beneficial right, title and interest benefits privileges and advantages of the land and the said Flat and all the walls, floors, ceiling constituting the said unit the constructed building built as per sanction plan together with right to use the and the right of the Land Owners and the Purchasers to be observed and performed as to the covenants for the benefits and protection of the said building and binding upon the Purchasers of the person deriving title to the said unit as covenants running with land or HOWSOEVER OTHERWISE THE same are called known numbered or distinguished AND ALSO with the full and free right and liberty for the Purchasers their tenants, agents, servants, employees, visitors, invitees,

MANGAL CH. DAS
Mangal ch Das
Proprietor

contd.

licensees to use in common with the other owners and such of their agents, servants, employees, visitors, invitees, licensees or their owners or occupiers of the adjoining Flat at all times hereafter all lawful purpose connection with the use and enjoyment of the said land hereditaments and premises to pass and re-pass shall remain open and each party here to and all person deriving title under each of them and such of their servants, agents, employees, invitees, licensees shall be entitled to the unfettered use of the same including right of egress and ingress across the common passage and hereditaments or part there of belonging to or to be appurtenant hereto and all the estate right title and interest claim and demands whatsoever of the Land Owners into and upon the said messuage land hereditaments and premises or any or every part thereof TO HAVE AND TO HOLD to demise area together with the said Flat all right of easement, benefit, privilege, facilities and advantages thereof in common portion and passage appurtenants into and to the use of the said Purchasers absolutely for ever jointly with Land Owners and other Flat Owners, free from all encumbrances whatsoever their executors, administrators, representatives and assigns in the manner aforesaid hereinbefore and the said Land Owners do hereby and each of them, their executors administrators, representatives and assigns covenants with the said Purchasers their executors, administrators, representatives and assigns THAT NOTWITHSTANDING any act, deed matter or things by the said Land Owners any one of them done or executed or knowingly suffered to the contrary, the said Land Owners and now lawfully, rightfully and absolutely received and possessed of all otherwise well and sufficiently entitled the said hereditaments premises and every part thereof for a perfect and indefeasible state an estate equivalent there free from all encumbrances whatsoever the Land Owners now hath in themselves good rightful power and absolutely authority, grant transfer and convey the said Flat and hereditaments and premises

MANGAL CH. DAS
Mangal Ch. Das

contd.

hereinbefore granted, transferred and conveyed or otherwise. Expressed and intended to be into and to the said Purchasers their executors, administrators, representatives and assigns in the manner aforesaid and that the said Purchasers their executors, administrators, representatives and assigns shall and may at all rents issues and profits thereof every portion thereof without any lawful eviction, interruption claim or demand whatsoever from or by the said Vendors or any of them or any person or persons lawfully and equitably claiming from any estate or interest in the said land and hereditaments from under or in trust for the Vendors or from under any of their predecessors in title and that free and clear and freely and clearly and absolutely acquitted exonerated discharge save harmless and kept indemnified against all and all manners of charges, mortgages, liens, *lis pendence*, attachments, liabilities and encumbrances and whatsoever created made or suffered by the said Land Owners or any one of them or say one of their Purchasers in title shall and will from time to time and at all times hereafter at the request and costs of the said Purchasers his heirs, executors, administrators, representatives and assigns do and executed or ceased to be done and execute all such acts, deeds and things whatsoever for further better and more fully measuring the said hereditaments and premises and every part thereof into and to the use of the said Purchasers their heirs executors, administrators, representatives and assigns in the manner aforesaid himself their heirs, executors, administrators, representatives and assigns in manner aforesaid shall or any be-reasonably required and the said Land Owners do hereby themselves their heirs, executors, administrators, representatives and assigns shall remain bound at all times whenever and whenever to execute all or any of the deeds or writings in respect of the Flat.

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THAT IN FUTURE if it is found that there is any dispute regarding right, title and possession over the schedule mentioned property and there is litigation, the Land Owners along with their heirs, successors will be bound to return the valuation of the property and at the same time they will be bound to bear all costs and charges and agreed to execute any Deed of Rectification when necessary.

THE FIRST SCHEDULE ABOVE REFERRED TO
DESCRIPTION OF THE TOTAL PROPERTY

ALL THAT the piece and parcel of 'Bastu' land measuring an area of 06 (six) Cottah 01 (one) Chittack, more or less, comprised in R. S. Dag No. 177/708, pertaining to R. S. Khatian No. 116, Touzi No, 108, Re. Su. No. 15, J. L. No. 2, at Mouza Chandanpukur, together with Two Storied pucca building measuring about 1000 Sq. Ft. on each floor, totaling to 2000 Sq. Ft., more or less, standing thereon, lying and situated at being Holding No. 621, Sreepally 1st Lane, Sreepally, Palta, P. O. - Bengal Enamel, P. S. - Titagarh, District - North 24 Parganas, Pin - 743 122 at Ward No. 9 under the North Barrackpore Municipality within the jurisdiction of Office of the Additional District Sub-Registrar, Barrackpore, which is butted and bounded by :

On the NORTH	:	12' - 0" wide Municipal Road.
On the SOUTH	:	Pond.
On the EAST	:	House of Swapan Sarkar.
On the WEST	:	House of Amar Bhattacharjee.

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THE SECOND SCHEDULE ABOVE REFERRED TO
DESCRIPTION OF THE FLAT

ALL THAT one Residential Flat being Type "_____" at the _____ corner on the ____ Floor, measuring covered area of ____ Sq. Ft. (which includes proportionate share of stair and lift-well at that floor) and **super built-up area** of _____ Sq. Ft., more or less, together with the specification, more fully described in the Third Schedule having undivided impartible proportionate share or interest in the land and / or common facilities of the Ground plus Four storied buildings namely 'MAA MANASA APARTMENT', situated and standing on the land more fully stated in the First Schedule, at being Holding No. 621, Sreepally 1st Lane, Palta, P. O. - Bengal Enamel, P. S. - Titagarh, District - North 24 Parganas, Pin - 743122 at Ward No. 9 under the North Barrackpore Municipality.

THE THIRD SCHEDULE ABOVE REFERRED TO
COMMON AREAS AND FACILITIES

1. Staircase on the floors & stair head room ;
2. Staircase landing on all floors ;
3. Lift and lift-well ;
4. Drains and sewers ;

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5. Pump ;
6. Open spaces, passages from the building to the main road, foundation, outer walls and all type of outer pipes and other common electrical & plumbing installation ;
7. Overhead reservoir ;
8. Septic Tank ;
9. Roof of the Top Floor ;
10. Water Supply : Pump operated Deep Tube Well will be utilized for water supply and overhead reservoir will be provided on ultimate roof ;
11. Proportionate undivided, undemarcated share or interest the common parking space at the Ground Floor.

COMMON EXPENSES

1. All costs of lighting & maintenance of common areas, and also the outer walls of the building ;
2. Proportionate share of electrical charges for Lift & Pump operation and maintenance ;
3. salary of Durwan, Care Taker, who may be appointed ;
4. Insurance premium for insuring the building against riot, earthquake, fire, lightning and violence etc. ;

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contd.

5. All charges and security money to be deposited for the common facilities ;
6. Municipal taxes and other outgoing save and except those are separately assessed on the respective flats ;
7. Proportionate share of establishment costs and charges for maintenance of the building.

MEMO OF CONSIDERATION

Date	Cash / Cheque/ D. D. No.	Bank	Branch	Amount (Rupees)
			Total :	

(Rupees _____ only)

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IN WITNESSES WHEREOF the parties hereto have put their respective signature and seals on this 'Deed Of Conveyance' with their sound mental condition, free will and without any coercion, undue influence and / or misrepresentation from any corner, whatsoever, in presence of undersigned witnesses on the day, month and year first above written.

Signed and Delivered by the Parties
at 621, Sreepally 1st Lane, Sreepally, Palta,
Dist. - North 24 Parganas in presence of :

WITNESSES

1.

LAND OWNER

MANGAL CH. DAS

Mangal Ch. Das

DEVELOPER

2.

Drafted and prepared by :

PURCHASERS

(_____, Advocate)
(Enrl. _____)

Typed by :

(_____, Barrackpore)

Ref. No. :

Date :

POSSESSION LETTER

To

_____.

Dear Purchaser,

This is to confirm you that according to the terms and conditions the Developer is now ready to hand over ALL THAT one residential Flat Type '___' at _____ corner on the _____ Floor of 'MAA MANASA APARTMENT' at 621, Sreepally 1st Lane, Sreepally, Palta, P.O. – Bengal Enamel, Dist. – North 24 Parganas at Ward No. 9 under the North Barrackpore Municipality measuring about covered area of _____ Sq. Ft., more or less, having super built up area of _____ Sq. Ft., more or less, together with undivided, impartible, proportionate share in the land and / or common facilities of the said Ground plus Four Storied building delineated and demarcated by Red Border in the Site Plan annexed hereto.

It is stated that after taking possession of the Flat, the Purchaser will have no claim against Developer in regard to the position and measurement of

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Mangal ch Das
Proprietor

contd.....2.



Mangal Chandra Das

396, Lenin Nagar, Holding No. 744, P.O. – Garulia, Dist. – North 24 Parganas, Pin – 743 133.

Ref. No. :

Date :

(2)

the said Flat which may be alleged not have been carried out in accordance with the terms and conditions.

It is further stated that the Purchaser will always be liable to bear the proportionate share of the consolidated municipal taxes, charges of electricity, etc. which are common till obtaining separate electric meter and separate easement of taxes in their own names.

That as and from the date of possession, the Purchaser will also be responsible to pay and bear the service charge for the common facilities in the new building payable with respect to their flat, such charges are to include proportionate share of premium for the insurance of the building, water, fire and scavenging charges and taxes, light, sanitation, repair and renewal, charges for management of the common parts, renovation and maintenance charges and expenses for the Ground Floor of the building and of all common passageways, together with all other impositions including the betterment fees necessary for the Ground Floor only, if any, after taking possession of the their said flat.

MANGAL CH. DAS
Mangal Ch Das
Proprietor

contd.....3.



Mangal Chandra Das

396, Lenin Nagar, Holding No. 744, P.O. - Garulia, Dist. - North 24 Parganas, Pin - 743 133.

Ref. No. :

Date :

(3)

If the Purchaser takes possession of their said Flat before getting connection individually from CESC then they must pay the monthly electric charge extra for enjoying the electricity in their Flat and common facilities. Again, if the Purchaser pay no attention to give the proportionate share of electricity charges consumed by them and if under the circumstances CESC cut the electric connection of the said multi-storied building then the Developer will not be liable for the same.

Thanking you.

MANGAL CH. DAS
Mangal ch. Das
Proprietor

Sincerely