

2) **SMT ALOKA BANIK** (PAN - AETPB8103L) wife of Late Dulal Chandra Banik by faith Hindu, by occupation Business, 3) **SRI SOUMEN BANIK** (PAN - AETPB8105N) son of Late Dulal Chandra Banik by faith Hindu, by occupation business & 4) **SRI BASUDEB BANIK** (PAN - AETPB8104P) son of Late Dulal Chandra Banik by faith Hindu, by occupation business all are residing at 360, Rabindra Sarani, North Ghoshpara, Bally, Howrah -711227, Hereinafter referred to as the "**OWNERS**" (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their respective heirs, executors, administrators, legal representatives and assigns) of the **FIRST PART** Being nominated and constituted their attorney, appoint **SRI. SOUMEN BANIK** (PAN - AETPB8105N) son of Late Dulal Chandra Banik by faith Hindu, By Occupation Business, residing at 360, Rabindra Sarani, North Ghosh Para, Bally Howrah-711227, hereinafter called and referred to as the "**Owners/Vendors**" (Which expression shall unless excluded by or repugnant to the context be deemed to mean and include their heirs, executors, administrators, representatives and assigns) of the **FIRST PART**.

AND

..... (PAN No. -) wife of Mr.
....., by faith -, by nationality Indian, by occupation -
....., residing at
....., Hereinafter called and referred to as the
"**Purchaser**" (which terms and expression shall unless excluded by or repugnant to the context be deemed to mean and include his heirs, executors, administrators, representatives and assigns) of the **SECOND PART**.

AND

LOKNATH DEVELOPERS PVT LTD, (PAN-AABCL7384C) CIN- U45400WB 2009PTC140138 being registered office situated at 360, Rabindra Sarani, North

Ghoshpara, Bally Howrah, Pin-711227, being represented by it's director, **SRI SOUMEN BANIK** (PAN-AETPB8105N), son of Late Dulal Chandra Banik, by faith - Hindu, by occupation - Business, residing at 360, Rabindra Sarani, North Ghoshpara, bally Howrah, Pin-711227, hereinafter called and referred to as the "**Developer/Promoter**" (which expression shall unless repugnant to the context be deemed to mean and include its heirs, executors, administrators representatives and assigns) "**THIRD PART**".

WHEREAS Krishna Chandra Das, Sailendranath Das and Panchanan Das owned and possessed as a absolute owner of a piece of Bastu Land measuring about 24 Katha 07 Chhatak 21 sq.ft or a little more or less in R.S. & L.R. Dag No. 845, 846 & 847, L.R Khatian No. 2353, 2469, 2470, 2471 situated in Mouza Kismat Apurbapur, J.L. No. 51, within the ambit of Singur Gram Panchayet -1 A.D.S.R office Singur, Police Station Singur, District - Hooghly.

AND WHEREAS during such joint possession the aforesaid Krishna Chandra Das died intestate leaving behind his wife Sabitri Das and his five sons viz. Sri Asim Kumar Das, Sri Ashoke Kumar Das, Sri Ajoy Kumar Das, Sri Swapan Kumar Das, Sri Tapan Kumar Das. Accordingly upon the death of the said Krishna Chandra Das his aforesaid legal heirs became the joint owners in respect of the aforesaid property and they were in Joint possession of the said property recorded their names in the records of B.L. & L.R.O and also paying relevant taxes & Khajna to the concern authority.

AND WHEREAS the aforesaid Sri Shailendranath Das died intestate on 14.07.1995 leaving behind his wife Smt. Annapurna Das and she was issueless. During the life time of Said Shailendranath Das executed a Deed of settlement where he gave all his moveable and un-movable property in the name of his wife Smt. Annapurna Das and his five nephew Viz. Sri Asim Kumar Das, Sri Ashoke Kumar Das, Sri Ajoy Kumar Das, Sri Swapan Kumar Das and Sri Tapan Kumar Das by virtue of a deed of settlement being no. 1831 dated 25.03.1991 recoreded in volume no. 20 pages from 97 to 102 registered at the office of the A.D.S.R. Singur. And Said Annapurna Das died intestate on 02.12.2008 leaving behind her five nephew Viz. Sri Asim Kumar Das, Sri Ashoke Kumar Das, Sri Ajoy Kumar Das, Sri Swapan Kumar Das nad Sri Tapan Kumar Das as her legal heiress by

virtue of succession certificate issued by Singur No. 1 Gram Panchayet dated 17.05.2012. Now Sri Asim Kumar Das, Sri Ashoke Kumar Das, Sri Ajoy Kumar Das, Sri Swapan Kumar Das and Sri Tapan Kumar Das became the joint owners in respect of the aforesaid property and they were in Joint possession of the said property recorded their names in the records of B.L. & L.R.O and also paying relevant taxes & Khajna to the concern authority.

AND WHEREAS the aforesaid Sri Panchanan Das and his wife Smt. Mahamaya Dasi died intestate leaving behind his only son named Sri Ajit Kumar Das as his only legal heir and successor. Sri Ajit Kumar Das became the owners in respect of the aforesaid property and they were in Joint possession of the said property recorded their names in the records of B.L. & L.R.O and also paying relevant taxes & Khajna to the concern authority.

AND WHEREAS due to some urgent need of money said Sri Asim Kumar Das, Sri Ashoke Kumar Das, Sri Ajoy Kumar Das, Sri Swapan Kumar Das, Sri Tapan Kumar Das and Sri Ajit Kumar das sold the property measuring 5 Katha 7 Chittak 31 Sq. ft. more or less in R.S. & L.R. Dag No. 846(P), under L.R. Khatian No. 2/8, 11/2, 47/1, 263/3, 758/4, 37 along with the right of 4 feet wide path lying and situated at Mouza Kismat Apurbapur, J.L. No. 51, within the ambit of Singur Gram Panchayet -1 A.D.S.R office Police Station Singur, District Hooghly to Sri Dulal Chandra Banik son of Late Ashutosh Banik by faith Hindu, by occupation Business residing at 360, Rabindra Sarani, North Ghoshpara, Bally, Howrah - 711227 and Sri Ananta Ray s/o Late Hari Das Ray by faith Hindu, by occupation Business residing at 380, Ashwini Dutta Nagar, Hindmotor, Hooghly - 712233 in the state of West Bengal written as Lot 'B' by virtue of a sale deed registered at the office of A.D.S.R. Singur dated 26.03.2016 being sale deed no 01601 for the year 2013 recorded in the Book no. 1, CD Volume No. 5, pages from 47 to 63.

AND WHEREAS due to some urgent need of money said Sri Asim Kumar Das, Sri Ashoke Kumar Das, Sri Ajoy Kumar Das, Sri Swapan Kumar Das, Sri Tapan Kumar Das and Sri Ajit Kumar das sold the property measuring 5 Katha 11 Chittak 14 Sq. ft. more or less in R.S. & L.R. Dag No. 846(P), under L.R. Khatian No. 2/8, 11/2, 47/1, 263/3, 758/4, 37 along with the right of 4 feet wide path lying and situated at Mouza Kismat Apurbapur, J.L. No. 51, within the ambit of

Singur Gram Panchayet -1 A.D.S.R office Police Station Singur, District Hooghly to Sri Dulal Chandra Banik son of Late Ashutosh Banik by faith Hindu, by occupation Business residing at 360, Rabindra Sarani, North Ghoshpara, Bally, Howrah - 711227 and Sri Ananta Ray s/o Late Hari Das Ray by faith Hindu, by occupation Business residing at 380, Ashwini Dutta Nagar, Hindmotor, Hooghly - 712233 in the state of West Bengal written as Lot 'C' by virtue of a sale deed registered at the office of A.D.S.R. Singur dated 26.03.2016 being sale deed no 01602 for the year 2013 recorded in the Book no. 1, CD Volume No. 5, pages from 64 to 81.

AND WHEREAS due to some urgent need of money said Sri Asim Kumar Das, Sri Ashoke Kumar Das, Sri Ajoy Kumar Das, Sri Swapan Kumar Das, Sri Tapan Kumar Das and Sri Ajit Kumar das sold the property measuring 2 Katha 11 Chittak 34 Sq. ft. more or less in R.S. & L.R. Dag No. 845, 846(P), under L.R. Khatian No. 2/8, 11/2, 47/1, 263/3, 758/4, 37 along with the right of 7 feet wide path lying and situated at Mouza Kismat Apurbapur, J.L. No. 51, within the ambit of Singur Gram Panchayet -1 A.D.S.R office Police Station Singur, District Hooghly to Sri Dulal Chandra Banik son of Late Ashutosh Banik by faith Hindu, by occupation Business residing at 360, Rabindra Sarani, North Ghoshpara, Bally, Howrah - 711227 and Sri Ananta Ray s/o Late Hari Das Ray by faith Hindu, by occupation Business residing at 380, Ashwini Dutta Nagar, Hindmotor, Hooghly - 712233 in the state of West Bengal written as Lot 'A' by virtue of a sale deed registered at the office of A.D.S.R. Singur dated 26.03.2016 being sale deed no 01603 for the year 2013 recorded in the Book no. 1, CD Volume No. 5, pages from 596 to 614.

AND WHEREAS due to some urgent need of money said Sri Asim Kumar Das, Sri Ashoke Kumar Das, Sri Ajoy Kumar Das, Sri Swapan Kumar Das, Sri Tapan Kumar Das, Smt. Sabitri Das and Sri Ajit Kumar das sold the property measuring 5 Katha 1 Chittak 21 Sq. ft. more or less in R.S. & L.R. Dag No. 847(P), under L.R. Khatian No. 2/8, 11/2, 47/1, 263/3, 758/4, 37, 770/1 along with the right of 4 feet wide path lying and situated at Mouza Kismat Apurbapur, J.L. No. 51, within the ambit of Singur Gram Panchayet -1 A.D.S.R office Police Station Singur, District Hooghly to Sri Dulal Chandra Banik son of Late Ashutosh Banik by faith Hindu, by occupation Business residing at 360, Rabindra Sarani, North Ghoshpara, Bally, Howrah - 711227 and Sri Ananta Ray s/o Late Hari Das Ray

by faith Hindu, by occupation Business residing at 380, Ashwini Dutta Nagar, Hindmotor, Hooghly - 712233 in the state of West Bengal written as Lot 'D' by virtue of a sale deed registered at the office of A.D.S.R. Singur dated 26.03.2016 being sale deed no 01604 for the year 2013 recorded in the Book no. 1, CD Volume No. 5, pages from 82 to 100.

AND WHEREAS due to some urgent need of money said Sri Asim Kumar Das, Sri Ashoke Kumar Das, Sri Ajoy Kumar Das, Sri Swapan Kumar Das, Sri Tapan Kumar Das, Smt. Sabitri Das and Sri Ajit Kumar das sold the property measuring 5 Katha 7 Chittak 11 Sq. ft. more or less in R.S. & L.R. Dag No. 847(P), under L.R. Khatian No. 2/8, 11/2, 47/1, 263/3, 758/4, 37, 770/1 along with the right of 4 feet wide path lying and situated at Mouza Kismat Apurbapur, J.L. No. 51, within the ambit of Singur Gram Panchayet -1 A.D.S.R office Police Station Singur, District Hooghly to Sri Dulal Chandra Banik son of Late Ashutosh Banik by faith Hindu, by occupation Business residing at 360, Rabindra Sarani, North Ghoshpara, Bally, Howrah - 711227 and Sri Ananta Ray s/o Late Hari Das Ray by faith Hindu, by occupation Business residing at 380, Ashwini Dutta Nagar, Hindmotor, Hooghly - 712233 in the state of West Bengal written as Lot 'E' by virtue of a sale deed registered at the office of A.D.S.R. Singur dated 26.03.2016 being sale deed no 01607 for the year 2013 recorded in the Book no. 1, CD Volume No. 5, pages from 127 to 144.

AND WHEREAS by virtue of the aforesaid deeds of sale being no. 1601, 1602, 1603, 1604 & 1607 for the year 2013, the said Sri Dulal Chandra Banik, and Sri Ananta Ray become the joint owners in respect of the aforesaid property and they were in Joint possession of the said property by paying relevant taxes & Khajna to the Govt. of West Bengal at a regular basis.

AND WHEREAS said Sri. Dulal Chandra Banik died intestate on 10.07.2013 leaving behind his wife Smt. Aloka Banik and his two sons Sri Soumen Banik & Sri Basudeb Banik as his legal hires and successors. Now Smt. Aloka Banik, Sri Soumen Banik, Sri Basudeb Banik became the joint owners in respect of the aforesaid property and they were in Joint possession of the said property recorded their names in the records of B.L. & L.R.O and also paying relevant taxes & Khajna to the concern authority.

AND WHEREAS the owners have sanctioned of building plan being plan Memo No. 184/HZP/BP-2016-17 dated 15.09.2016 for the purpose of construction of a multistoried building over the First schedule of property.

AND WHEREAS the Owners have agreed to authorize the developers to develop the land described in the First Schedule, written herein below, by constructing at the Developer's own cost and expenses a new building there on comprising flats/shop/garage on Ownership basis and the Owners are agreed to convey the Developer's Allocation land and new building thereon to any purchaser/s nominated by the Developers on the following terms and conditions agreed by and between the parties here to.

AND WHEREAS the said Owners entered into a Development Agreement Cum Power of Attorneys dated 29.09.2016 which was registered at Additional District Sub registrar Singur, Hooghly recorded in Book No. I, CD Volume No. 0614-2016 pages 70003 to 70035 being deed no. 061403632 of the year 2016.

AND WHEREAS the company intend to develop the above schedule property measuring 24 Katha 07 Chhatak 21 sq.ft or a little more or less by constructing multistoried building as per sanctioned building plan of by Hooghly Zilla Parishad.

AND WHEREAS the developer constructed multistoried consisting of several flats, garages, shops & commercial spaces upon the first schedule mentioned property as per sanctioned building plan of Hooghly Zilla Parishad.

AND WHEREAS the purchaser has approached the developer to purchase a flat upon the land / underneath the building described in the first schedule hereunder written from out of Developer's Allocation as per Developers agreement dated **29.09.2016** calculated and deemed to contain on area of **sq. ft.** of super built up area on the **floor** being **Flat** in **Block** - "....." inclusive of the apportioned area governed by the staircase, lobby, servant's room etc. fully described in the Third Schedule hereunto written TOGETHER WITH proportionate undivided interest in the common areas in the "SAID PREMISES" (hereinafter referred to

“D.C.B.COMPLEX”) which the promoter have agreed to do at or for the consideration of **Rs. (Rupees) only** at the rate of **Rs. (Rupees) only** per sq. ft. subject to the term and condition herein contained.

AND WHEREAS the purchaser hereto has approached the developer to purchase a **Flat No** in **Block - “.....”** measuring **Sq. ft.** including super built area on the **floor** within the multi-storied building under named and style “D.C.B.COMPLEX” and the developer has agreed to sale the flat which particularly described in the Second Schedule hereto.

AND WHEREAS the purchaser being satisfied with title to the First Schedule mentioned property as well as construction of the flat has agreed to purchase one habitable & usable compact flat, particular of which is mentioned in the Schedule for the total consideration of **Rs. (Rupees) only** at the rate of **Rs. (Rupees) only** per sq. ft.

NOW THIS INDENTURE WITNESSETH that in pursuance of the above agreement and in consideration of the said sum of **Rs. (Rupees) only** paid by the purchaser to the vendor as well as the developer (the receipt whereof the vendor as well as developer admit and acknowledge) of and from the payment of the same forever release, acquit and discharge the purchaser as well as the second schedule mentioned flat and common areas and facilities and the undivided proportionate share in the land and building and every part thereof the vendor doth hereby grant, sale, transfer, convey, release and assure UNTO the purchaser forever and ALL THAT undivided proportionate share or interest in the land mentioned in the First Schedule hereunder written together with the said flat on the **floor**, measuring **Sq. ft.** including super built up area described in the schedule hereunder written and the undivided share of common

areas and facilities as described in the Third Schedule hereunder written and also together with the benefits and liabilities and rights and support and protection of the said flat wholly and the common portion **HOWSOEVER OTHERWISE** the said flat called, known, numbered, described and distinguished **TOGETHER WITH** the proportionate right in fixtures, fittings, sewerage, drains, ways, paths, passages, fences, walls, terrace and appurtenances whatsoever to the said flat and all estate right, title, interest, claims and demands whatsoever of the vendors **TOGETHER WITH** benefits of all deeds, documents of title whatsoever **TO HAVE AND TO HOLD** the said flat together with undivided proportionate share of the said land comprised in the said premises hereby granted, transfer and conveyed to the use of the purchaser absolutely and forever the vendor as well as the developer both hereby covenant with the purchaser that **NOTWITHSTANDING** any act, deed or thing by the vendors as well as developer executed or knowingly suffer to the contrary the Vendor as well as the developer are now rightfully and absolutely seized and possessed and / or otherwise well and sufficiently entitled to the said residential flat together with undivided share of the said land hereby granted , transferred or conveyed to the use of the Purchaser in the manner aforesaid and the Purchaser shall at all times hereafter peaceably and quietly hold possess and enjoy the said flat with full right to transfer by way of sale, gift ,mortgage ,lease, etc. and to receive the rents and profits thereof without any lawful eviction, interruption. Claim or demand whatsoever from or by the Vendor as well as Developer or any person or persons lawfully or equitably claiming under them **AND THAT** the Vendor as well as developer at all times hereafter at the request and cost of the Purchaser do and execute and cause to be done and executed all such acts, deeds and things whatsoever for further and more perfectly assuring the undivided proportionate share in the said land and the said flat **UNTO** and to the use of the purchaser forever.

THE FIRST SCHEDULE ABOVE REFERRED TO

ALL THAT Piece and parcel of bastu land admeasuring more or less 24 Katha 07 Chhatak 21 sq.ft or a little more or less in R.S. & L.R. Dag No. 845, 846 & 847, L.R Khatian No. 2353, 2469, 2470, 2471 situated in Mouza Kismat Apurbapur, J.L. No. 51, within the ambit of Singur Gram Panchayet -1 A.D.S.R office Singur, Police Station Singur, District Hooghly , which is butted and bounded as follows:-

- On the North : Property of Mrityunjoy Das & others
- On the South : Common Passage
- On the East : Property of Mrityunjoy Das & others
- On the west : P.W.D Metal Road

The proportionate annual rent of the said property is payable to the collectorate of Hooghly through the B.L. & L.R.O Singur, Hooghly, West Bengal.

THE SECOND SCHEDULE ABOVE REFERRED TO

ALL THAT one self-contained finish flat with lift bearing **Flat No.**, in **Block- “.....”** measuring an area of **sq. ft.** (built-up area) **sq. ft.** (Super Built Up Area) Total **sq. ft.** on the **floor** of the building known as **“D.C.B.COMPLEX”** together with undivided, proportionate share or interest in the land mentioned in the first schedule underneath the said building **TOGETHER WITH** the benefits, rights, and liberties and common user of fittings and fixture of sanitary and plumbing etc. also together with the undivided proportionate share or interest in the common area and facilities and amenities and all sorts of easement right common paths and passages for ingress and egress to and from the said building as well as the said flat as described in the third schedule hereunder written. Site Plan attached with RED BORDER.

THE SAID FLAT IS BUTTED AND BOUNDED BY:-

- ON THE NORTH :
- ON THE SOUTH :
- ON THE EAST :

ON THE WEST :

THE THIRD SCHEDULE ABOVE REFERRED TO

(COMMON PORTIONS)

- 1) The foundation, columns, beams, support, corridor, lobbies, stairways on all floors and/or terrace, landings, entrance and exits on all floors.
- 2) Electric connection and facilities in respect of common area of the building.
- 3) The tube-well, water pumps, water tanks or reservoir, water pipes and other common plumbing installations.
- 4) Drains, sewerage and rain water pipes for the said building.
- 5) Boundary walls including other side of the wall of the said building and main gate.
- 6) Such other common parts, areas, equipments, installations, fixtures, fitting, covered and open spaces in or about the said building as are necessary passage for users and occupants in common and as are necessary easements of the building.
- 7) Lift Facility.

THE FORTH SCHEDULE

THE PURCHASER SHALL NOT DO:

- 1. To obstruct the first party or the association in their acts relating to the common purposes.
- 2. To violet any of the rules and/or the user of the common Portion.
- 3. To insure, harm or damage the common portions or any other unit in the building by making any alteration or withdrawing any support or otherwise.
- 4. To alter any portion, elevation or color scheme of the buildings. To throw or to accumulate or cause to be thrown or accumulation of any dust, ashes, rubbish or the refused articles in the common portions save and except at the place indicated thereof.

5. To place or caused to be placed any articles or object in the common portions.
6. To carry on or cause to be carried on any obnoxious, Injurious, noisy, dangerous, illegal or immoral activity in or through the unit or in the common portion.
7. To use or allow the unit or any pan thereof to be used for club any meeting, conference, nursing home, hospital, boarding house, eating place, restaurant, or any other similar public purpose.
8. To put or affix sign board, name plate or other things or other similar articles in the common portion of outside walls of the building and/or outside wall of the unit save and except at the place or places provided thereof or approved in writing by the Vendor, Developer or the association provided that nothing contained in this clause shall prevent the purchaser from displaying a decent nameplate in the outside of the main door of the unit.
9. To obstruct or to object the Vendor, Developer from using or allowing other to use, transferring or making construction of any part of the land composed in the premises and/or the building to save the unit.
10. To obstruct the Vendor, Developer in setting or granting right to any persons on any part of land in the premises and/or in the building (excepting in the unit).
11. To keep or store any offensive combustible obnoxious or dangerous articles in the unit.
12. To allow or to keep any lunatic or any person suffering from any virulent dangerous obnoxious or infections disease in the unit.
13. The purchaser shall and neither entitled to claim any compensation from the developer nor shall and neither be entitled to claim any compensation from the developer for damage of building due to act of god or force majored of strikes of any nature or by any court's order or any order of the Government or Semi-Government Authority.

IN WITNESS WHEREOF PARTIES HERETO HAVE PUT THEIR
RESPECTIVE HANDS, SEALS ON THE DAY, MONTH AND YEAR FIRST
ABOVE WRITTEN.

Witnesses:

1.

SOUMEN BANIK

For Self and As constituted attorneys of

1)Ananta Ray, 2)Aloka Banik
& 4)Basudeb Banik
(Owners / Vendors)

2.

.....

Purchaser

Drafted by:

SOUMEN BANIK

Directors of
Loknath Developers Pvt. Ltd.
(Developer)

Advocate,

Serampore Court, Hooghly

MEMO OF CONSIDERATION

Received with thanks from above named purchaser sum of **Rs.**
(Rupees) only towards the total consideration of the flat together with the proportionate share of land mentioned in the schedule hereinbefore as per money receipts given to the purchaser.

<u>Sr. No.</u>	<u>Date</u>	<u>Cheque No.</u>	<u>Bank</u>	<u>Amount</u>
1				
2				
3				
4				
5				
6				
7				
Total				Rs.

Witnesses:

1.

2.

SOUMEN BANIK

Director of Loknath Developers Pvt. Ltd.

(Developers)