

Deed of Conveyance

This Deed of Conveyance is made on.....day of August 2025 (Two thousand twenty five) Christian Era

Conti.....

1. **SHRI TAPAN KUMAR CHATTERJEE (PAN ACAPC0936B) (AADHAAR NO. -8676 5831 7105)** son of Late Sudhanshu Chatterjee , occupation- Business, by nationality- Indian, residing at - RA 273, Milon Nagar, Bidhannagar (South) , P.O.- Bidhanagar , P.S.- Bidhannagar (South) , Kolkata- 700105 ;
2. **SHRI SWAPAN CHATTERJEE (PAN BSWPC4003Q) (AADHAAR NO.-4412 8487 2754)** son of Late Sudhanshu Chatterjee , occupation- Business, by nationality- Indian, residing at 83/2E Topsia Road South, Kolkata- 700046,P.O.- Gobindo Khatick, P.S.- Topsia , West Bengal, India ;
3. **MR. GOURANGA GUHA alias GOURANGA GUHA GOON (PAN AYCPG2995C) (AADHAAR NO.- 8649 5423 7266)** son of Late Lakshmi Narayan Guha by faith- Hindu, by occupation- business , by nationality- Indian , residing at 83/2/C Topsia Road South , P.O.- Gobindo Khatick Road, P.S.- Topsia , Kolkata - 700046 , District South 24 Parganas , West Bengal , India;
4. **SMT. NILIMA GUHA (PAN- BUJPG0405L) (AADHAAR NO.- 3760 1159 0936)** wife of Late Lakshmi Narayan Guha by faith- Hindu, by occupation- Housewife , by nationality- Indian , residing at 83/2/C Topsia Road South , P.O.- Gobindo Khatick Road, P.S.- Topsia , Kolkata - 700046 , District South 24 Parganas , West Bengal , India
5. **SHRI NETAI GUHA (PAN AXBPG7102M) (AADHAAR NO.- 5488 2024 5699)** son of Late Lakshmi Narayan Guha by faith- Hindu, by occupation- Business , by nationality- Indian , residing at 83/2/C Topsia Road South , P.O.- Gobindo Khatick Road, P.S.- Topsia , Kolkata - 700046 , District South 24 Parganas , West Bengal , India;
6. **SMT. RINA MAJUMDAR (PAN BEXPM3107E) (AADHAAR NO.- 2359 5242 2061)** daughter of Late Lakshmi Narayan Guha by faith- Hindu, by occupation- Housewife , by nationality- Indian , presently residing at P.O.- Khadinan, P.S.- Bagnan, District Howrah , West Bengal -711303 ,India residing at 83/2/C Topsia Road South , P.O.- Gobindo Khatick Road, P.S.- Topsia , Kolkata - 700046 , District South 24 Parganas , West Bengal , India;
7. **SMT RINKU KUMAR (PAN EELPK2018K) (AADHAAR NO.- 3433 8814 3661)** daughter of Late Lakshmi Narayan Guha by faith- Hindu, by occupation- Housewife , by nationality- Indian , presently residing at P.O.- Khadinan, P.S.- Bagnan, District Howrah , West Bengal -711303 ,India residing at 83/2/C Topsia Road South , P.O.- Gobindo Khatick Road, P.S.- Topsia , Kolkata - 700046 , District South 24 Parganas , West Bengal , India ; hereinafter called the **LAND OWNERS/VENDORS** (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their heir, executor, administrator, legal representative and/or assign) parties of the **FIRST PART**.

A N D

“OINDRILA ENTERPRICES ” (PAN AQUPJ4244R) having its office at 23A/4, Gobindo Khatick Road , Police Station- Topsia, P.O.- Gobindo Khatick, Kolkata-700046 being represented by it's sole proprietor namely **SRI BIPLAB JANA (PAN AQUPJ4244R)**

(AADHAAR NO. 3381 0794 9902) (D.O.B.- 03.01.1981) son of Lt. Kartich Ch.Jana, by faith- Hindu, by Occupation- Business, by nationality- Indian, residing at 23A/4, Gobindo Khatick Road , Police Station- Topsia, P.O.- Gobindo Khatick, Kolkata- 700046 ,hereinafter called the **DEVELOPER** (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his heir, executor, administrator, legal representative and/or assign) of the **SECOND PART**

AND

MR./MRS..... (PAN) (AADHAAR NO.-) Son/ wife of , by faith- Hindu, by nationality- Indian, residing at , P.S.- , Kolkata- , P.O.- , District- , West Bengal, India , hereinafter referred to as the **PURCHASER** (which expression shall unless excluded by or repugnant to the context be deemed to mean and include her heirs, executors, administrators representatives and assigns) of the **THIRD PART**.

DEFINATIONS

In this Deed of Conveyance unless it would be contrary or repugnant to the subject or context the following terms and expressions shall mean and includes:

- i. **The Building** shall mean and include all that III Storied building on the said Premises so stated in the Schedule "A" written hereinafter in accordance with the Sanctioned Building Plan (Being **B.P. No.-)** and comprising of several self-contained residential Flats, Units, shop rooms and other Constructed Spaces so to be sold on Ownership basis in favour of the Purchaser / intending Purchaser /s.
- ii. **The Flat / Unit** shall mean and in include all that residential flat having super built up area measuringsq. ft. **having carpet area measuring about sq. ft. (more or Less)** included with **25%** super build up on the **FLOOR (.....side) flat no. ...with flooring**, of the newly constructed building, consisting of 2(two) bed rooms, 1(one) open kitchen cum Dining Hall, 1(one) toilet lying and situated at premises no.**83C Topsia Road South**, Kolkata- 700046,P.O.- Gobindo Khatick, P.S.- Topsia, under Dihi 55 Gram, Division- IV, Mouza- Gobra, Holding no.- 104, under the District of 24 Parganas (South) , W.B. , India ,**Road Zone :- Topsia Road to Maruti Bagan**) within the municipal limit of ward no. 59 of Kolkata Municipal Corporation , Borough- VII , West Bengal , India. within the jurisdiction of Kolkata Municipal Corporation , under Addl. District Sub Registry office, at Sealdah, and so agreed to be sold by the Vendor / Developer and unto and in favour of the Purchaser hereto together with proportionate share of land attributable thereto of the said Premises and more particularly described in the Schedule "B" written hereinafter without lift facilities .

- iii. **The Common Areas** shall mean such portions and/or areas of the land, building and its constructed spaces specified for collective use and enjoyment by the Occupiers of the building including the Purchaser hereof.
- iv. **The Common Expenses** shall mean the expenses so to be borne by the Purchaser hereof along with other Co-owners of the building for maintenance and operation of all common services, facilities and area of the land and building.
- v. **The Covered Area** shall mean the built-up area measuring at floor level of any Flat/Unit- taking the external dimension of the Flat/Unit including the built-up area thereto excepting the walls separating one Unit from other of which 50% only be added.
- vi. **The Super Built-Up Area** shall mean the Covered area of the Flat / Unit as above plus proportionate share of Landing, Lobby, Staircase, plus 25% (twenty five percent) thereof.
- vii. **ASSOCIATION** shall mean a limited company or society or syndicate or association to be promoted and formed by the Co-Owners for the Common Purposes under West Bengal Apartment Ownership Act;
- viii. **COMMON EXPENSES** shall include all expenses to be incurred by the Co-Owners for the maintenance, management and upkeep of the Building and the Premises and/or expenses for the Common Purposes, including, those mentioned in the **SCHEDULE "D" MENTIONED PROPERTY** hereto;
- ix. **COMMON PURPOSES** shall mean the purposes of managing and maintaining the Building and the Premises, particularly the Common Areas, collection and disbursement of the Common Expenses and dealing with matters of common interest of the Co-Owners and relating to their mutual rights and obligations, for the most beneficial use and enjoyment of their respective Flats, exclusively and the Common Areas in common;
- x. **CO-OWNERS** shall, accordingly to its context, mean all the persons who acquire or agree to acquire or own Flat/s in the Building including, the Vendor, for those Flats not alienated or agreed to be alienated;
- xi. **LAND** shall mean the land contained in the Premises more fully described in the **SCHEDULE "A" MENTIONED PROPERTY** hereto.
- xii. **MAP** shall mean the maps or plans of the Premises and the Said Flat, annexed hereto, and marked and bordered red respectively;

- xiii. **BUILDINGS** shall mean the building as have been constructed by the developer and landowners on the Premises;
- xiv. **MUNICIPALITY / CORPORATION** shall mean the Kolkata Municipal Corporation which have sanctioned the plans and ratified the construction of the Building and/or are otherwise concerned with impositions of rates and taxes;
- xv. **PLANS** shall mean the plans, drawings and specifications of the Building, prepared by the Architects and sanctioned by the concerned authorities, including the Municipality.
- xvi. **PREMISES** shall mean the Premises standing on the **SCHEDULE "A" MENTIONED PROPERTY** hereto.
- xvii. **PURCHASER** shall mean and include the Purchaser above named and shall include the Purchaser successors-in-interest and/or assigns;
- xviii. **VENDORS** shall mean and include the Vendor above named and shall include the Vendor's successors-in-interest and/or assigns;
- xix. **DEVELOPER** shall mean and include the Developer above named and shall include the Developer's successors-in-interest and/or assigns;
- xx. **SAID FLAT** shall mean the Flat described in the **SCHEDULE "B" MENTIONED PROPERTY** hereto and delineated on the Map marked and bordered "RED" thereon;
- xxi. **UNDIVIDED IMPARTIBLE PROPORTIONATE SHARE** shall mean the undivided share in the land, underneath the Building, contained in the Premises described in the **SCHEDULE "B" MENTIONED PROPERTY** hereto, appurtenant to the 'Said Flat/Unit' and, inter alia agreed to be sold to the Purchaser hereunder, which shall always be importable and shall be proportionate to the Super Built Area of the 'Said Flat/Unit' and shall also mean such shares appurtenant to all other Flats comprised in the Building, wherever the context permits **HOWEVER** in case the Vendor/Developer constructs any additional floors than that planned by the Vendor at present, then and in such event the Undivided Importable Proportionate Share shall reduce, decrease or vary accordingly, from time to time;
- xxii. **FLATS/UNITS** shall mean and include the spaces newly constructed in the Building, intended and/or capable of being exclusively owned, held and/or occupied by any Co-Owner;
- xxiii. **PROPORTIONATE OR PROPORTIONATELY** shall mean the proportion which the Super Built Area of any Flat be to the Super Built Area of all the Flats in the Building **PROVIDED THAT** where it refers to share of any rates and/or taxes amongst the Common Expenses, then, such share of the whole, shall be determined on the basis on

which such rates and/or taxes are being respectively levied, from time to time, i.e., in case the basis of any levy be area, rental income or user, then the same shall be shared on the basis of area, rental income or user of the respective Flats by the Co-Owners, respectively ;

WHEREAS

Part No. I (Devolution of Property upon the Vendors No.1 and 2)

1. One Dhananjoy Das happens to be the owner ,occupier and possessor in respect of ALL THAT piece and parcel of Mourasi -Mokarari Satta Bishta land with premises being no.-83/2 Topsia Road South , Kolkata -700046 under Dihi 55 Gram, Division- IV, Mouza- Gobra, Holding no.- 104, by virtue of a registered Deed of Sale (Bikroy Kobala scribed in Bengali vernacular) executed on 07th February 1961 which was duly registered from the office of Sub Registrar at Sealdah and recorded in Book no.- I, Volume no.- 6, pages 131 to 138 being no.331 for the year of 1961 .
2. Thereafter for better use and occupation of the said premises being no. 83/2 Topsia Road South, adjacent land owners had forgo their respective portion of land for common passage and one Agreement dated 17.08.1982 was also executed to that effect . That during the course of time C.M.D.A metal road having width 12 feet had been prepared for common use as common passage for the said premises.
3. While in possession and quite well ,ceased and possessed the same without any encumbrances from any corner , said Shri Dhananjoy Das due his paucity of fund for a reasonable cause , had sold, conveyed, transferred and assigned ALL THAT piece and parcel of Land area measuring about 1(one) Cotthas and 8(Eight) Chittaks be the same or little more or less along with R.T. shed structure thereon which is lying and situated at premises no. 83/2 (presently 83/2E) Topsia Road South, Kolkata-700046,P.O.- Gobindo Khatick, P.S.- Topsia, unto and in favour of Smt. Mina Chaterjee (Since deceased) wife of Late Sudhananshu Chatterjee by virtue of a Saf Bikroy Kobala Dalil scribed in Bengali vernacular said Deed was duly executed 21st October 1982 and registered from the office of Sub Registrar at Sealdah and recorded in Book no.- I, volume no.-371 ,pages from 109 to 118 being no.- 14495 for the year of 1982 .
4. Since purchasing the said property i.e. ALL THAT piece and parcel of Land area measuring about 1(one) Cotthas and 8(Eight) Chittaks be the same or little more or less along with R.T. shed structure thereon which is lying and situated at premises no. 83/2 (presently 83/2E) Topsia Road South, Kolkata- 700046,P.O.- Gobindo Khatick, P.S.- Topsia, said Smt. Mina Chaterjee (Since deceased) quite well seized and possessed the same without any encumbrances, lis pendence, hindrances from any corner whatsoever .
5. While in possession said Smt. Mina Chaterjee had died intestate on 19.02.1986 leaving behind **SHRI TAPAN KUMAR CHATTERJEE** and **SHRI SWAPAN CHATTERJEE** being her legitimate sons and **SMT. SIKHA CHATTERJEE**, **SMT. ANITA HALDER ALIAS AMITA HALDER** and **MUNMUN ROY CHOWDHURY (CHATTERJEE)** being her legitimate daughters who are inherited the estate left by the deceased

Smt. Mina Chaterjee as per law of Hindu Succession. That husband of the said Smt. Mina Chaterjee ha predeceased to her death i.e. 14.04.1982.

6. That during peaceful possession one of the daughter of deceased Smt. Mina Chatterjee being the 1/5th (one fifth) shareholders namely **MUNMUN ROY CHOWDHURY (CHATTERJEE)** had died intestate on **11/03/2011** leaving behind her husband namely **UDAY ROYCHOWDHURY (UDAY RAYCHOUDHURY)**. That during peaceful enjoyment of the same said **UDAY ROYCHOWDHURY (UDAY RAYCHOUDHURY)** had died intestate on 20.03.2022 accordingly undivided 1/5th (one fifth) as inherited **MUNMUN ROY CHOWDHURY (CHATTERJEE)** during her life time had left the same and same had inherited by her surviving brothers and sisters.
7. That upon receiving / inherited the property i.e. ALL THAT piece and parcel of Land area measuring about 1(one) Cotthas and 8(Eight) Chittaks be the same or little more or less along with R.T. shed structure thereon which is lying and situated at premises no. 83/2 (presently 83/2E) Topsia Road South, Kolkata- 700046, P.O.- Gobindo Khatick, P.S.- Topsia, said legal heirs, successors , warrissions of deceased Mina Chatterjee duly mutated their names in the records of the Kolkata Municipal Corporation vide Assessee no.- 110592202098 and since then paying all rates and taxes time to time and enjoying the said property without any encumbrances , lis pendences hindrances from any corner whatsoever till date.
8. That during peaceful enjoyment of the inherited the property i.e. ALL THAT piece and parcel of Land area measuring about 1(one) Cotthas and 8(Eight) Chittaks be the same or little more or less along with R.T. shed structure thereon which is lying and situated at premises no. 83/2 (presently 83/2E) Topsia Road South, Kolkata- 700046, P.O.- Gobindo Khatick, P.S.- Topsia by virtue of unconditional love and affection two sisters namely **SMT. ANITA HALDER alias AMITA HALDER** daughter of Late Sudhanshu Chatterjee , wife of Shri Amal Halder, occupation- Household , by nationality- Indian, residing at 6 Pottery Road, P.O. & P.S.- Tangra, Kolkata- 700015; and **SMT. SIKHA CHATTERJEE** daughter of Late Sudhanshu Chatterjee , occupation- Household , by nationality- Indian, residing at 83/2E Topsia Road South, Kolkata- 700046,P.O.- Gobindo Khatick, P.S.- Topsia, has gifted their undivided ½ (one half) share upon the said property having area measuring about **12(twelve) Chittaks** (be the same or little more or less) out of total land area measuring about 1(one) Cotthas and 8(Eight) Chittaks be the same or little more or less and undivided ½ (one half) share of **40 years** old dilapidated one storied tiles shed structure with **cemented flooring** which is equivalent to super built up area measuring about **300 sq. ft.** be the same or little more or less out of total undivided structure super built up area measuring **600 sq. ft.** be the same or little more or less **VIDE ASSESSEE NO. 110592202098** , lying and situated at lying and situated at premises no. 83/2 (presently 83/2E) Topsia Road South, Kolkata- 700046,P.O.- Gobindo Khatick, P.S.- Topsia, with the ward no. 59 , Borough- VII of Kolkata Municipal Corporation , under Dihi 55 Gram, Division- IV, Mouza- Gobra, Holding no.- 104, under Addl. District Sub Registrar at Sealdah by dint of Deed of Gift dated 22.12.2023 and same is recorded in Book no.-I, volume no.1606-2023, pages from 145172 to 145199 being no. 160605182 for the year of 2023 registered from the office of A.D.S.R. at Sealdah South 24 Parganas .
9. That by virtue of said registered Deed of Gift present Vendors no.1&2 herein became the joint and collective owners in respect of **ALL THAT piece and parcel of** revenue paying homestead vacant bastu land area measuring about- **1(one) Cotthas and 8(Eight) Chittaks** be the same or little more or less along with **40 years** old dilapidated tiles shed structure with **cemented flooring** having super

built up area measuring **600 sq. ft.** be the same or little more or less **VIDE ASSESSEE NO. 110592202098** lying and situated at premises no. 83/2 (presently 83/2E) Topsia Road South, Kolkata- 700046, P.O.- Gobindo Khatick, P.S.- Topsia, with the ward no. 59 , Borough-VII of Kolkata Municipal Corporation , under Dihi 55 Gram, Division- IV, Mouza- Gobra, Holding no.- 104, in the State of West Bengal , India .

10. Since purchasing the aforesaid Vendors no. 1 &2 had quite well seized , possessed and sufficiently entitled **ALL THAT** piece and parcel of Land area measuring about 1(one) Cotthas and 8(Eight) Chittaks be the same or little more or less along with **600 sq. ft.** more or less having R.T. shed structure thereon which is lying and situated at premises no. 83/2 (presently 83/2E) Topsia Road South, Kolkata- 700046, P.O.- Gobindo Khatick, P.S.- Topsia with in the municipal limit of ward no. 59 of Kolkata Municipal Corporation , within the District South 24 Parganas and thereafter mutated his name in the assessment roll of the Kolkata Municipal Corporation vide Assessee No.- **110592202098** and paying all rates and taxes till date more fully and particularly described in the **SCHEDULE “A” MENTIONED PROPERTY (Part -1)** since then quite well ceased and possessed the same without any encumbrances , lis pendences , hindrances from any corner whatsoever till date.
11. Now the Vendors no. 1&2 herein are with a view to further commercially exploitation and to set of new scheme for development was formulated upon the said **Schedule “A” mentioned property (Part- I)** and he agreed to enter into registered **Development Agreement dated 11.06.2024** , from the office of A.D.S.R. at Sealdah and recorded in Book no.-I, volume no.1606 -2024 , pages from 69163 to 69192 being no.-**160602307 for the year of 2024** and one with **MR. BIPLAB JANA** son of - Lt. Kartick Ch.Jana, by faith- Hindu, by Occupation- Business, by nationality- Indian, residing at 23A/4, Gobindo Khatick Road , Police Station- Topsia, P.O.- Gobindo Khatick, Kolkata-700046 being the proprietor of **OINDRILA ENTERPRICES** proprietorship construction firm having its registered office at 23A/4, Gobindo Khatick Road , Police Station- Topsia, P.O.- Gobindo Khatick, Kolkata-700046 and one registered **Development Power of Attorney dated 14.06.2024** , from the office of A.D.S.R. at Sealdah and recorded in Book no.-I, volume no.1606 -2024 , pages from 69520 to 69533 being no.- **160602322 for the year of 2024** for construction of multi storied building on the said land after obtaining the sanctioned plan from the concerned local authority after demolishing the old structure to facilitate the smooth construction work and transfer of the developer share.
12. Accordingly while in possession said Vendors no. 1 &2 for proper use and occupation of the landed property by virtue of a registered Deed of Gift registered on 3rd day of July 2024 gifted **ALL THAT** piece and parcel of undivided a land area measuring 50 sq. ft. more or less out of total land area measuring about 1(one) Cotthas and 8(Eight) Chittaks be the same or little more or less along with cemented flooring undivided structure having super built up area measuring about 50 sq. ft. be the same or little more or less out of total undivided brick built tile shed structure measuring super built up area 600 sq. ft. having carpet area measuring 480 sq. ft. more or less **TOGETHER WITH** undivided proportionate share and other easementary rights , appurtenances attached thereto lying and situated at premises no. 83/2 (presently 83/2E) Topsia Road South, Kolkata- 700046, P.O.- Gobindo Khatick, P.S.- Topsia with in the municipal limit of ward no. 59 of Kolkata Municipal Corporation , within the District South 24 Parganas and thereafter mutated his name in the assessment roll of the Kolkata Municipal Corporation vide Assessee No.- **110592202098** unto and in favour of Vendors no.1 & 2 same was duly registered from the office of the Addl. District Sub registrar at Sealdah and recorded in Book no.- I, Volume no.1606-2024 , pages from 78918 to 78938 being no.-**160602629 for the year of 2024.**

Part -II (Devolution of Property upon Vendor no.3)

1. One Amanat Khan happens to be the absolute recorded owner in respect of ALL THAT piece and parcel of Chirasthayi Bandobasto Bishta land area measuring about 1 (One) Bigha be the same little more or less lying and situated at premises being no.-83/2 Topsia Road South , Kolkata -700046 under Dihi 55 Gram, Division- IV, Sub Division- "O" Mouza- Gobra, within the District of 24 Parganas, Holding no.- 104, within the municipal limit of Kolkata Municipal Corporation .
2. While in possession and quite well seized and possessed the same without any encumbrances said Amanat Khan died intestate leaving behind his only son Shaikh Keramat Khan, three daughters namely Mossammat Johora Bibi, Mossmmat Arjan Bibi and Mossammat Shokran Bibi as his only legal heirs, successions and warrission .
3. While in possession aforesaid Johora Bibi wife of Shaikh Mangal Jaan had died intestate leaving behind her two sons namely Mohammad Jaan, Subhejaan and four daughters namely Mossammat Halimon Bibi, Mossammat Maleka Bibi, Mossammat Rouman Bibi and Shabera Bibi and who inherited the estate left by their deceased mother namely Johora Bibi as his only legal heirs, successions and warrissions.
4. While in possession aforesaid property, one of the legal heir namely Shabera Bibi had died intestate leaving behind her only son Abdul Khalek as his only son and who inherited the estate left by his deceased mother namely Shabera Bibi .
5. That while in possession and quite well seized and possessed their respect shares by way of succession and inheritance by their respective mother , they are became joint and collective Owners /occupiers in respect of the estate left by their ancestors and proper manage and control of the aforesaid landed property among their legal heirs one of the legal heirs / co shares of the property namely Mangal Jaan had filed one suit for Partition before the Ld. 2nd Sub Judge Court at Alipore , vide Partition Suit no. 85 of 1945 for partition of their respective shares by mates and bound against Mossammat Shukran Bibi and others .
6. That during pendency of the said Suit for Partition aforesaid Mangal Jaan had died intestate leaving behind Mossmmat Arjan Bibi , Mohammad Jaan, Subhejaan , Mossammat Halimon Bibi, Mossammat Maleka Bibi , Mossammat Rouman Bibi and Shabera Bibi as her legal heirs and succession who had inherited the estate left by deceased Mangal Jaan .
7. Thereafter Preliminary Decree was declared in the said Partition suit and one Shri Jiban Krishna Ghosh had appointed as commissioner and one report has been filed by the said Commission on 8th day of Nov 1952 and as per the said commission report legal heirs are entitled to hold the landed property in respective manner as follows: -

Sl no.	Name of the legal heirs	Area of land allotted as per commissioner report
1.	Mossmmat Arjan Bibi	7 Cotthas 9 Chittaks
2.	Mohammad Jaan, Subejaan, Subejaan,	3Cotthas 7 Chittaks

Mossammat Halimon, Mossammat Maleka Bibi,
Mossamat Rouman Bibi

8. That after submitting of the commissioner report one of the legal heir namely Mossammat Arjan Bibi has raised objection upon the report so filed by the Commission and as per his objection one additional report has been submitted by the said Commissioner wherein shares as mentioned as below:-

Sl no.	Name of the legal heirs	Additional area of land allotted as per commissioner report
1.	Mossmmat Arjan Bibi	5 Cotthas 2 Chittaks along with 7 Cotthas 9 Chittaks

9. During the pendency of the suit Sabera Bibi had died intestate leaving behind her son Abdul Khalek . That said Mossammat Arjan Bibi had demarked her land with mates and bound as mentioned in the Plan there as Plot “B”.

10. Thereafter as per the report of the commissioner Ld. Court has pleased to decreed the suit finally and as per the Final decree co shares got entitled of the following shares of land as mentioned below:-

Sl. no.	Name of the legal heirs	Area of land allotted as per commissioner report
1.	Mossmmat Arjan Bibi	12 Cotthas 11 Chittaks
2.	Mohammad Jaan, Subejaan, Mossammat Halimon, Mossammat Maleka Bibi, Mossamat Rouman Bibi	3Cotthas 7 Chittaks

11. That while in possession and sufficiently entitled their respective land aforesaid Mossmmat Arjan Bibi, Mohammad Jaan, Subejaan, Mossammat Halimon, Mossammat Maleka Bibi, Mossamat Rouman Bibi without any encumbrances , lis pendences, hindrances from any corner whatsoever and had jointly and collectively sold, conveyed , transferred and assigned ALL That piece and parcel of the land area measuring about 16 (Sixteen) Cotthas 2 (Two) Chittaks be the same or little more less unto and in favour of one **Shri Dhananjay Das** son of Late Paran Chandra Das of 1/1E Hingal Jamadar Lane, Kolkata- 700046 by virtue of one Saf Bikroy Kobala which was executed on 7th February 1961 and registered from the office of the Sub Registrar at Sealdah and recorded in Book no.-I, Volume no.- 6 , pages from 130 to 138 being no. 331 for the year of 1961.

12. While in possession and quite well ,ceased and possessed the same without any encumbrances from any corner , said Shri Dhananjay Das due his paucity of fund for a reasonable cause , had sold, conveyed, transferred and assigned ALL THAT piece and parcel of Land area measuring about 1(one)

Cotthas and 8(Eight) Chittaks be the same or little more or less be the same or little more or less along with 300 sq. ft. R.T. shed structure thereon which is lying and situated at premises no. 83/2 (presently 83/2D) Topsia Road South, Kolkata- 700046, P.O.- Gobindo Khatick, P.S.- Topsia, unto and in favour present Land owner namely **Sri Gouranga Goon alias Gouranga Guha** son of Late Laxmi Narayan Goon Laxmi Narayan Guha by virtue of a Saf Bikroy Kobala scribed in Bengali Vernacular and same was executed on 8th December 1982 and registered from the office of Sub Registrar at Sealdah and recorded in Book no.- I, Volume no. 404 , pages from 280 to 289 being no.15843 for the year of 1982 .

13. Since purchasing the aforesaid Land Owner had quite well seized , possessed and sufficiently entitled ALL THAT piece and parcel of Land area measuring about 1(one) Cotthas and 8(Eight) Chittaks be the same or little more or less along with R.T. shed structure having super built up area measuring about 300 sq.ft. and carpet area measuring 255 sq.ft. be the same or little more or less thereon which is lying and situated at premises no. 83/2 (presently 83/2D) Topsia Road South, Kolkata- 700046, P.O.- Gobindo Khatick, P.S.- Topsia with in the municipal limit of ward no. 59 of Kolkata Municipal Corporation , within the District South 24 Parganas and thereafter mutated his name in the assessment roll of the Kolkata Municipal Corporation vide **Assessee No.- 110592202086** and paying all rates and taxes till date more fully and particularly described in the SCHEDULE "A" MENTIONED PROPERTY (Part -II)since then quite well ceased and possessed the same without any encumbrances , lis pendences , hindrances from any corner whatsoever till date.
14. Now the Vendor no.3 herein is with a view to further commercially exploitation a set of new scheme for development was formulated upon the said Schedule "A" mentioned property (Part- II) and he agreed to enter into registered **Development Agreement dated 11.06.2024** , from the office of A.D.S.R. at Sealdah and recorded in Book no.-I, volume no.1606 -2024 , pages from 67037 to 67068 being no.-**160602251 for the year of 2024** and one with **MR. BIPLAB JANA** son of - Lt. Kartick Ch.Jana, by faith- Hindu, by Occupation- Business, by nationality- Indian, residing at 23A/4, Gobindo Khatick Road , Police Station- Topsia, P.O.- Gobindo Khatick, Kolkata-700046 being the proprietor of OINDRILA ENTERPRICES proprietorship construction firm having its registered office at 23A/4, Gobindo Khatick Road , Police Station- Topsia, P.O.- Gobindo Khatick, Kolkata-700046 and one registered **Development Power of Attorney dated 11.06.2024** , from the office of A.D.S.R. at Sealdah and recorded in Book no.-I, volume no.1606 -2024 , pages from 67212 to 67225 being no.- **160602260 for the year of 2024** for construction of multi storied building on the said land after obtaining the sanctioned plan from the concerned local authority after demolishing the old structure to facilitate the smooth construction work and transfer of the developer share.
15. That while in possession for proper use and occupation said Vendors no.3 by virtue of a registered Deed of Gift registered on 03rd day of July 2024 gifted ALL THAT piece and parcel of undivided a land area measuring undivided **50 sq. ft.** more or less out of total land area measuring about 1(one) Cotthas and 8(Eight) Chittaks be the same or little more or less along with undivided structure having carpet area measuring **40 sq. ft.** be the same or little more or less out of entire **40 years** old dilapidated along with R.T. shed structure having super built up area measuring about 300 sq.ft. and carpet area measuring 255 sq.ft. be the same or little more or less thereon be little more or less unto and in favour of Vendors no. 1 and 2 same was duly registered from the office of the Addl. District Sub registrar at Sealdah and recorded in Book no.- I, Volume no.1606-2024 , pages from 78939 to 78969 being no.-**160602614 for the year of 2024.**

Part -III (collective ownership Of The Vendors No.3 To 7)

1. One Amanat Khan happens to be the absolute recorded Owners in respect of ALL THAT piece and parcel of Chirasthayi Bandobasto Bishta land area measuring about 1 (One) Bigha be the same little more or less lying and situated at premises being no.-83/2 Topsia Road South , Kolkata -700046 under Dihi 55 Gram, Division- IV, Sub Division- "O" Mouza- Gobra, within the District of 24 Parganas, Holding no.- 104, within the municipal limit of Kolkata Municipal Corporation .
2. While in possession and quite well seized and possessed the same without any encumbrances said Amanat Khan died intestate leaving behind his only son Shaikh Keramat Khan, three daughters namely Mossammat Johora Bibi, Mossmmat Arjan Bibi and Mossammat Shokran Bibi as his only legal heirs, successions and warrission .
3. While in possession aforesaid Johora Bibi wife of Shaikh Mangal Jaan had died intestate leaving behind her two sons namely Mohammad Jaan, Subhejaan and four daughters namely Mossammat Halimon Bibi, Mossammat Maleka Bibi , Mossammat Rouman Bibi and Shabera Bibi and who inherited the estate left by their deceased mother namely Johora Bibi as his only legal heirs, successions and warrissions.
4. While in possession aforesaid one of the legal heir namely Shabera Bibi had died intestate leaving behind her only son Abdul Khalek as his only son and who inherited the estate left by his deceased mother namely Shabera Bibi.
5. That while in possession and quite well seized and possessed their respect shares by way of succession and inheritance by their respective mother , they are became joint and collective Owners s /occupiers in respect of the estate left by their ancestors and proper manage and control of the aforesaid landed property among their legal heirs one of the legal heirs / co shares of the property namely Mangal Jaan had filed one suit for Partition before the Ld. 2nd Sub Judge Court at Alipore , vide Partition Suit no. 85 of 1945 for partition of their respective shares by mates and bound against Mossammat Shukran Bibi and others .
6. That during pendency of the said Suit for Partition aforesaid Mangal Jaan had died intestate leaving behind Mossmmat Arjan Bibi, Mohammad Jaan, Subhejaan , Mossammat Halimon Bibi, Mossammat Maleka Bibi , Mossammat Rouman Bibi and Shabera Bibi as her legal heirs and succession who had inherited the estate left by deceased Mangal Jaan .
7. Thereafter Preliminary Decree was declared in the said Partition suit and one Shri Jiban Krishna Ghosh had appointed as commissioner and one report has been filed by the said Commission on 8th day of Nov 1952 and as per the said commission report legal heirs are entitled to hold the landed property in respective manner as follows: -

Sl no.	Name of the legal heirs	Area of land allotted as per commissioner report
1.	Mossmmat Arjan Bibi	7 Cotthas 9 Chittaks
2.	Mohammad Jaan, Subejaan, Subejaan, Mossammat Halimon, Mossammat Maleka Bibi, Mossamat Rouman Bibi	3Cotthas 7 Chittaks

8. That after submitting of the commissioner report one of the legal heirs namely Mossammat Arjan Bibi has raised objection upon the report so filed by the Commission and as per his objection one additional report has been submitted by the said Commissioner wherein shares as mentioned as below: -

Sl no.	Name of the legal heirs	Additional area of land allotted as per commissioner report
1.	Mossmmat Arjan Bibi	5 Cotthas 2 Chittaks along with 7 Cotthas 9 Chittaks

9. During the pendency of the suit Sabera Bibi had died intestate leaving behind her son Abdul Khalek . That said Mossammat Arjan Bibi had demarked her land with mates and bound as mentioned in the Plan there as Plot "B".
10. Thereafter as per the report of the commissioner Ld. Court has pleased to decreed the suit finally and as per the Final decree co shares got entitled of the following shares of land as mentioned below: -

Sl no.	Name of the legal heirs	Area of land allotted as per commissioner report
1.	Mossmmat Arjan Bibi	12 Cotthas 11 Chittaks
2.	Mohammad Jaan, Subejaan, Mossammat Halimon, Mossammat Maleka Bibi, Mossamat Rouman Bibi	3Cotthas 7 Chittaks

11. That while in possession and sufficiently entitled their respective land aforesaid Mossmmat Arjan Bibi, Mohammad Jaan, Subejaan, Mossammat Halimon, Mossammat Maleka Bibi, Mossamat Rouman Bibi without any encumbrances , lis pendences, hindrances from any corner whatsoever and had jointly and collectively sold, conveyed , transferred and assigned ALL That piece and parcel of the land area measuring about 16 (Sixteen) Cotthas 2 (Two) Chittaks be the same or little more less unto and in favour of one **Shri Dhananjay Das** son of Late Paran Chandra Das of 1/1E Hingal Jamadar Lane, Kolkata- 700046 by virtue of one Saf Bikroy Kobala which was executed on 7th February 1961 and registered from the office of the Sub Registrar at Sealdah and recorded in Book no.-I, Volume no.- 6 , pages from 130 to 138 being no. 331 for the year of 1961 .
12. While in possession and quite well ,ceased and possessed the same without any encumbrances from any corner , said Shri Dhananjay Das due his paucity of fund for a reasonable cause , had sold, conveyed, transferred and assigned ALL THAT piece and parcel of Land area measuring about 2(two) Cotthas be the same or little more or less along with 600 sq. ft. R.T. shed structure thereon which is lying and situated at premises no. 83/2 (presently 83/2C) Topsia Road South, Kolkata- 700046,P.O.- Gobindo Khatick, P.S.- Topsia, unto and in favour present Land Owners namely **Sri Lakshmi Narayan Goon alias Lakshmi Narayan Guha** son of Late Bijoy Gobindo Goon by virtue of a Saf Bikroy Kobala scribed in Bengali Vernacular and same was executed on 8th December 1982 and registered from the

office of Sub Registrar at Sealdah and recorded in Book no.- I, Volume no. 404 , pages from 290 to 299 being no.15844 for the year of 1982 .

13. Since purchasing the aforesaid Land Owners had quite well seized , possessed and sufficiently entitled ALL THAT piece and parcel of Land area measuring about 2(two) Cotthas be the same or little more or less along with 600 sq. ft. R.T. shed structure thereon which is lying and situated at premises no. 83/2 (presently 83/2C) Topsia Road South, Kolkata- 700046, P.O.- Gobindo Khatick, P.S.- Topsia with in the municipal limit of ward no. 59 of Kolkata Municipal Corporation , within the District South 24 Parganas and thereafter mutated his name in the assessment roll of the Kolkata Municipal Corporation vide **Assessee No.- 110592202074** and paying all rates and taxes till date more fully and particularly described in the SCHEDULE MENTIONED PROPERTY (PART -III).
14. That while in possession of the said SCHEDULE MENTIONED PROPERTY (PART -III) Sri Lakshmi Narayan Goon alias Lakshmi Narayan Guha had died intestate on 02.05.2002 leaving behind his wife Smt. Nilima Guha , two sons Netai Guha and Gouranga Guha alias Gouranga Goon Guha and two daughters Rina Majumdar and Rinku Kumar as his only legal heirs , successors and warrission who has inherited the estate left by Sri Lakshmi Narayan Goon alias Lakshmi Narayan Guha by the rule of Hindu Succession by which he is governed in his life time and since then quite well ceased and possessed the SCHEDULE MENTIONED PROPERTY (PART -III) without any encumbrances , lis pendences , hindrances from any corner whatsoever till date.
15. By virtue of inheritance the aforesaid Vendors no. 3 to 7 had quite well seized , possessed and sufficiently entitled ALL THAT piece and parcel of Land area measuring about 2(two) Cotthas be the same or little more or less along with 600 sq. ft. (S.B.A) having Carpet area 480 sq.ft. R.T. shed structure thereon which is lying and situated at premises no. 83/2 (presently 83/2C) Topsia Road South, Kolkata- 700046, P.O.- Gobindo Khatick, P.S.- Topsia with in the municipal limit of ward no. 59 of Kolkata Municipal Corporation , within the District South 24 Parganas and thereafter mutated his name in the assessment roll of the Kolkata Municipal Corporation vide Assessee No.- **110592202074** and paying all rates and taxes till date more fully and particularly described in the SCHEDULE MENTIONED PROPERTY (PART -III) since then quite well ceased and possessed the same without any encumbrances , lis pendences , hindrances from any corner whatsoever till date.
16. Now the Vendor no.3 &7 herein is with a view to further commercially exploitation a set of new scheme for development was formulated upon the said Schedule "A" mentioned property (Part- II) and he agreed to enter into registered **Development Agreement dated 11.06.2024** , from the office of A.D.S.R. at Sealdah and recorded in Book no.-I, volume no.1606 -2024 , pages from 67069 to 670102 being no.-**160602252 for the year of 2024** and one with **MR. BIPLAB JANA** son of - Lt. Kartick Ch.Jana, by faith- Hindu, by Occupation- Business, by nationality- Indian, residing at 23A/4, Gobindo Khatick Road , Police Station- Topsia, P.O.- Gobindo Khatick, Kolkata-700046 being the proprietor of OINDRILA ENTERPRICES proprietorship construction firm having its registered office at 23A/4, Gobindo Khatick Road , Police Station- Topsia, P.O.- Gobindo Khatick, Kolkata-700046 and one registered **Development Power of Attorney dated 11.06.2024** , from the office of A.D.S.R. at Sealdah and recorded in Book no.-I, volume no.1606 -2024 , pages from 67195 to 667211 being no.- **160602259 for the year of 2024** for construction of multi storied building on the said land after obtaining the sanctioned plan from the concerned local authority after demolishing the old structure to facilitate the smooth construction work and transfer of the developer share.

17. Thereafter Developer herein with an intent to commence work of construction applied for amalgamation of the two plots of land into one and under single premises no. and assessee no. and with the said view Two Deed of Gift has been executed amongst the parties one is executed by the Tapan Kumar Chatterjee and Swapan Kumar Chatterjee unto and in favour of Shri Gouranga Guha and which was duly registered from the office of the A.D.S.R. at Sealdah and recorded in Book no.-I, vol no. 1606 -2024, pages from.....tobeing no.-...../2024 and another Deed of Gift was also executed by the Shri Gouranga Guha unto and in favour of Tapan Kumar Chatterjee and Swapan Kumar Chatterjee and which was duly registered from the office of the A.D.S.R. at Sealdah and recorded in Book no.-I, vol no. 1606 -2024, pages from.....tobeing no.-...../2024 and accordingly said two plots are amalgamated into single amalgamated plots along with structure therein are renumbered as Premises no. **83/2D** Topsia Road South, Kolkata- 700046, P.O.- Gobindo Khatick, P.S.- Topsia with in the municipal limit of ward no. 59 of Kolkata Municipal Corporation , within the District South 24 Parganas and thereafter mutated there names in the assessment roll of the Kolkata Municipal Corporation vide Assessee No.- **110592202086** .
18. That for more effectual and beneficial construction of the land , Land owners executed another Two Deed of Gift has been executed amongst the parties one is executed by the Tapan Kumar Chatterjee , Swapan Kumar Chatterjee and Shri Gouranga Guha being the owners of amalgamated plot no. 83/2D unto and in favour of Smt. Nilima Guha , Netai Guha , Gouranga Guha alias Gouranga Goon Guha , Rina Majumdar and Rinku Kumar and which was duly registered from the office of the A.D.S.R. at Sealdah and recorded in Book no.-I, vol no., pages from.....tobeing no.-...../2025 and another Deed of Gift was also executed by the Shri Gouranga Guha unto and in favour of Tapan Kumar Chatterjee and Swapan Kumar Chatterjee and which was duly registered from the office of the A.D.S.R. at Sealdah and recorded in Book no.-I, vol no., pages from.....tobeing no.-...../2025
19. That by virtue of the aforesaid Deed of Gift all three plots are amalgamated into one lot measuring about 5 Cotthas more or less duly amalgamate the three plots into one and new assessee no.and premises no. has been allotted more fully written and described in the **SCHEDULE "B" Mentioned Property / Entire Land**
20. the said development agreements executed amongst the parties provided inter alia that both the parties developer/First party as well as the land owners shall be entitled to sale/transfer or/ enjoy their respective portions i.e. flats/apartments/units which forming the part of Developer and owner allocation respectively.

AND WHEREAS the Developer will duly applied for the sanction building plan from Kolkata Municipal Corporation and will commenced construction of the said building more fully described in the schedule written hereunder very soon.

AND WHEREAS the Purchaser has inspected the other relevant documents or title deed, Development Agreements and Development Power of Attorneys and the title of the owners in the land for the purpose of development and has agreed to purchase the flat more fully and particular described in

the SCHEDULE "C" Mentioned Property / SAID FLATS/UNITS hereinafter on the terms and condition as embodied in the present agreement.

AND WHEREAS the vendors and Developer has agreed to sell and the Purchaser has agreed to purchase one flat on the Floor, flat no. (..... side) measuring area **530 sq. ft.** included with **25% super build up area together with proportionate share on stair case and landing** be the same or little more or less

AND

One flat on Floor, flat no. (..... side) measuring area **450 sq. ft.** included with **25% super build up area together with proportionate share on stair case and landing** be the same or little more or less

AND

One covered car parking/Garage being no..... (..... side) measuring area **180 sq. ft.** included with **25% super build up area together with proportionate share on stair case and landing** be the same or little more or less with undivided proportionate share or interest of land and common areas and facilities free from all encumbrances, charges, liens, lis pendens, attachments, acquisition and requisitions and all other liabilities whatsoever **At a total consideration of Rs. 33,37,500/- (Rupees thirty three lakhs thirty seven thousand five hundred) only** along with extra charges for extra work and installation of mother meter and separate sister meters of each units should be paid by the Purchaser to the developer separately more fully and particularly described in the memo of consideration referred hereunder written.

NOW THIS INDENTURE WITNESSETH THAT:

In consideration of promises and in consideration of the sum of **Rs. (Rupees.....) only** paid by the Purchaser to the Developer, being the Price of proportionate undivided share in the Premises and the 'Said Flat' , wholly and the Common Areas, Proportionately (the receipt whereof the Vendor and Developer doth hereby as also by the receipt and memo hereunder written, admit and acknowledge and of and from the payment of the same, forever release, discharge and acquit the Purchaser , the Said Share In The Land, the 'Said Flat' , the proportionate share in the Common Areas and the Rights And Properties Appurtenant Thereto, the Vendor do hereby grant, sell, convey, transfer assign and assure unto the Purchaser **ALL THAT** the Undivided impartial proportionate share in the land, underneath the multi storied Building, standing on the revenue paying bastu land measuring about**Cotthas**, be the same or little more or less lying and situated at lying and situated at Mouza- Gobra, Holding no.- 104, under the District of 24 Parganas (South) , P.S.-**Topsia** , P.O.- **Gobindo Khatick** being premises no. **83C Topsia Road South**, Kolkata- 700046,P.O.- **Gobindo Khatick**, P.S.- **Topsia**, under Dihi 55 Gram, Division- IV, W.B. , India ,**Road Zone :- Topsia Road to Maruti Bagan**) within the municipal limit of ward no. 59 of Kolkata Municipal Corporation ,

Borough- VII , West Bengal , India. within the jurisdiction of Kolkata Municipal Corporation , under Addl. District Sub Registry office, at Sealdah within sub registry office at Sealdah , under Addl. District Sub Registrar at Sealdah **TOGETHER WITH** all easement, right, benefits, facilities, attached therein and thereto **TOGETHER WITH** the ‘Said Flat’ having area **measuring super built up aboutsq. ft. having carpet area measuring about sq.ft. (more or Less)** included with **25%** super build up on the **FLOOR side)** flat no. ...with flooring of the newly constructed building, consisting of 2(two) bed rooms, 1(one) open kitchen cum Dining Hall, 1(one) toilet delineated and demarcated on the Map or Plan annexed hereto and bordered "RED" thereon more fully described in the **SCHEDULE “B” MENTIONED PROPERTY** hereto **AND TOGETHER WITH** the Rights And Properties Appurtenant Thereto, which are all hereafter collectively called "the **‘SAID FLAT’ AND THE RIGHTS AND PROPERTIES APPURTENANT THERETO**" the reversion or reversions, remainder or remainders and the rents, issues and profits of the ‘Said Flat’ And The Rights And Properties Appurtenant Thereto and other benefits hereby conveyed **AND** all the estate, right, title, interest, property, claim, and demand whatsoever of the Vendor /_Developer into or upon the ‘Said Flat’ And The Rights And Properties Appurtenant Thereto and all other benefits, rights and properties therein comprised and hereby granted, sold, conveyed, transferred, assigned and assured or expressed or intended so to be and every part or parts thereof respectively or arising out there from **AND TOGETHER FURTHER WITH** all rights, liberties and appurtenances whatsoever **TO AND UNTO** the Purchaser , free from all encumbrances, trusts, liens, lispendens and attachments whatsoever (**save** only those as are expressly mentioned herein) **AND TOGETHER FURTHER WITH AND SUBJECT TO** the easements or quasi easements and other stipulations and provisions in connection with the beneficial common use and enjoyment of the Said Land and the Building by the Purchaser s and the Co-owners as mentioned in the **SCHEDULE “E” MENTIONED PROPERTY** hereto **TO HAVE AND TO HOLD** the Said Share In The Land And the Rights And Properties Appurtenant Thereto and the ‘Said Flat’ and the Common Areas and all other benefits and rights hereby granted, sold, conveyed, transferred, assigned and assured or expressed or intended so to be every part or parts thereof, respectively or arising out there from absolutely and forever **SUBJECT TO** the covenants and the Rules and Regulations contained hereto **AND ALSO SUBJECT TO** the Purchaser paying and discharging all taxes, impositions and other Common expenses relating to the Premises, proportionately and ‘Said Flat’ and/or the Said Share in The Land And The Rights And Properties Appurtenant Thereto, wholly, details whereof are more fully mentioned in the **SCHEDULE “D” MENTIONED PROPERTY** hereto;

I. THE VENDOR / DEVELOPER DOTH HEREBY COVENANT WITH THE PURCHASER AS FOLLOWS: -

- i. **THAT** the interest which the Vendor /_Developer hereby profess to transfer, subsists and that the Vendor /_Developer has the sole right, full power and absolute authority

to unto the Purchaser, the 'Said Flat' And The Rights And Properties Appurtenant Thereto **TOGETHER WITH** all the benefits, rights and properties hereby sold and conveyed;

- ii. **AND THAT** it shall be lawful for the Purchaser , from time to time and at all times hereafter, to enter into and upon and to use, hold and enjoy the 'Said Flat' And The Rights And Properties Appurtenant Thereto and all benefits, rights and properties hereby conveyed and every part thereof and to receive the rents, issues and profits thereof, without any interruption, disturbance, claim or demand whatsoever from or by the Vendor/_Developer or any person or persons claiming through, under or in trust for the Vendor , unless otherwise expressly mentioned herein **AND** freed and cleared from and against all manner of encumbrances, trusts, liens and attachments;
- iii. **AND THAT** the Vendor /_Developer shall, from time to time and at all times hereafter, upon every request and at costs of the Purchaser , make, do, such further and/or other lawful and reasonable acts, deeds, matters and things whatsoever for further better or more perfectly assuring the 'Said Flat' And The Rights And Properties Appurtenant Thereto **TOGETHER WITH** the benefits, rights and properties hereby granted, unto the Purchaser , in the manner aforesaid.
- iv. **AND THAT** the Vendor / Developer shall not do anything or make any grant or term, whereby the right of the Purchaser here under may be prejudicially affected and shall, do all acts as be necessary to ensure the rights available to the Purchaser as a Purchaser and as a Co-owner hereunder;
- v. **AND FURTHER THAT** the Vendor / Developer shall duly fulfill and perform all their respective obligations and covenants elsewhere herein, expressly contained;

II. THE PURCHASER DOTH HEREBY COVENANT WITH THE VENDOR /DEVELOPER AS FOLLOWS: -

- i. That he will not claim any right or interest in respect of any other unit in the said Premises save and except the said 'Said Flat' at having area measuring about sq. ft. included with **25%** super build up on the **FLOOR** (..... side) flat no.with flooring having carpet area measuring about sq. ft. (more or Less) lying and situated at Premises no-. **83C Topsia Road South**, Kolkata-700046,P.O.- Gobindo Khatick, P.S.- Topsia, under Dihi 55 Gram, Division- IV, Mouza-Gobra, Holding no.- 104, under the District of 24 Parganas (South) , W.B. , India ,**Road Zone :- Topsia Road to Maruti Bagan**) within the municipal limit of ward no. 59 of Kolkata Municipal Corporation , Borough- VII , West Bengal , India. which is conveyed to him and she will observe, perform and comply with all the terms, covenants, stipulations and restrictions mentioned in several schedule written hereunder and he will regularly pay to the Holding Association as service/ maintenance charges which is variable and subject to revision from time to time and as long as the said is not separately assessed by the Municipality/Corporation, will pay toward proportionate

share of Municipal tax payable for the said entire building.

- ii. The properties and the rights hereby conveyed to the Purchaser including these arising out of these presents shall be one lot and shall not be partitioned or dismembered in parts or part in any manner.
- iii. The Purchaser shall be entitled to sell, transfer, assign, dispose of, let out or part with possession of the 'Said Flat' without any obligation whatsoever on the part of the Vendor or the Developer or the Co-owners like all immovable properties.

III. PROVIDED ALWAYS AND IT IS HEREBY EXPRESSLY AGREED AND DECLARED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS: --

- i. **THAT** the 'Said Flat' in terms hereof has been completed and finished and tenantable and Khas and vacant possession thereof has delivered by the Vendor / Developer and received by the Purchaser;
- ii. **AND THAT** the Purchaser neither has nor shall claim from the Vendor / Developer and/or the other Co-owners, any right, title or interest in any other part or portion of the Land and/or the Building **SAVE** the 'Said Flat' And the Rights and Properties Appurtenant Thereto and the benefits, rights properties hereby sold and conveyed;

SCHEDULE "A" ABOVE REFERRED TO
(ENTIRE PROPERTY)

(Part -I)

ALL THAT piece and parcel of revenue paying homestead vacant bastu land area measuring about- 1(one) Cotthas and 8(Eight) Chittaks be the same or little more or less along with **40 years** old dilapidated **tiles shed** structure with **cemented flooring** having super built up area measuring **600 sq. ft.** be the same or little more or less **VIDE ASSESSEE NO. 110592202098** lying and situated at lying and situated at premises no. 83/2 (presently 83/2E) Topsia Road South, Kolkata- 700046, P.O.- Gobindo Khatick, P.S.- Topsia, with the ward no. 59 , Borough- VII of Kolkata Municipal Corporation , under Dihi 55 Gram, Division- IV, Mouza- Gobra, Holding no.- 104, in the State of West Bengal , India

(Part-II)

ALL THAT piece and parcel of revenue paying homestead vacant bastu land area measuring about- 1(one) Cotthas and 8(Eight) Chittaks be the same or little more or less along with **R.T. shed** structure having super built up area measuring about 300 sq.ft. and carpet area measuring 255 sq.ft. be the same or little more or less thereon which is lying and situated at premises no. 83/2 (presently 83/2D) Topsia Road South, Kolkata- 700046, P.O.- Gobindo Khatick, P.S.- Topsia with in

the municipal limit of ward no. 59 of Kolkata Municipal Corporation , within the District South 24 Parganas .West Bengal, India .

(Part-III)

ALL THAT piece and parcel of Land area measuring about 2(two) Cotthas be the same or little more or less along with 600 sq. ft. (S.B.A) having Carpet area 480 sq.ft. R.T. shed structure thereon which is lying and situated at premises no. 83/2 (presently 83/2C) Topsia Road South, Kolkata- 700046, P.O.- Gobindo Khatick, P.S.- Topsia with in the municipal limit of ward no. 59 of Kolkata Municipal Corporation , vide Assessee No.- **110592202074** within the District South 24 Parganas , West Bengal, India

MENTIONED PROPERTY AS ABOVE REFERRED TO/ENTIRE PROPERTY /AMALGAMATED PLOT OF LAND

ALL THAT piece and parcel of Land (classification Bastu) area measuring about **5(Five) Cotthas** be the same or little more or less along with old dilapidated R.T. shed structure having carpet area measuring 1380 sq.ft. more or less with cemented floor thereon which is lying and situated at premises no. 83C Topsia Road South, Kolkata- 700046,P.O.- Gobindo Khatick, P.S.- Topsia, (**Road Zone :- Topsia More to Maruti Bagan**) under Dihi 55 Gram, Division- IV, Mouza- Gobra, Holding no.- 104, under the District of 24 Parganas (South) , W.B. India, within the municipal limit of ward no. 59 of Kolkata Municipal Corporation , Borough- VII **VIDE ASSESSEE NO. TOGETHERWITH** all easementary rights available and attached with the said property along with 4 feet wide common passage adjacent to the said property .

SCHEDULE “B” ABOVE REFERRED TO

(FLAT/UNIT)

ALL THAT piece and parcel of self-contained residential flats as follows:-

One on the First Floor, flat no. (..... side) measuring area **530 sq. ft. included with 25% super build up area together with proportionate share on stair case and landing** be the same or little more or less

AND

One flat on Second Floor, flat no. (..... side) measuring area **450 sq. ft. included with 25% super build up area together with proportionate share on stair case and landing** be the same or little more or less

AND

One covered car parking/Garage being no..... (..... side) measuring area **180 sq. ft. included with 25% super build up area together with proportionate share on stair case**

and landing TOGETHER WITH undivided proportionate share and other easementary rights , appurtenances attached thereto lying and situated at premises no. **83C Topsia Road South**, Kolkata- 700046, P.O.- Gobindo Khatick, P.S.- Topsia, under Dihi 55 Gram, Division- IV, Mouza- Gobra, Holding no.- 104, under the District of 24 Parganas (South) , W.B. , India , **Road Zone :- Topsia Road to Maruti Bagan**) within the municipal limit of ward no. 59 of Kolkata Municipal Corporation , Borough- VII , West Bengal , India.

SCHEDULE “C” MENTIONED PROPERTY ABOVE REFERRED TO

(COMMON AREAS)

- 1) Entrance Lobby.
- 2) Staircases and Landings.
- 3) Staircase Head Rooms.
- 4) Rising Main Electrical lines from CESE installation to the D.B. inside the unit.
- 5) Electrical control Main Switch & Meter.
- 6) Electrical wiring, Switch Boards etc., for lighting in Staircases, landings & Roof/ Terrace.
- 7) Overhead Water Storage Tanks.

(COMMON AREAS AND COMMON PARTS OUTSIDE THE (BUILDING)

- i) Open area at Front sides & Rear of the Building.
- ii) Boundary wall and Gate at entry to the premises.
- iii) Electrical wiring for open area lighting & pump operation,
- iv) Septic Tanks
- v) Underground sewage and storm water and waste water drainage & surface Drain.
- vi) Water distribution Network including Pump set.
- viii) Sewage, Sludge & Storm Water outlet pipes on the exterior faces of the building.

SCHEDULE “D” ABOVE REFERRED TO

(COMMON PORTION, AREAS AND COMMON FACILITIES)

1. The foundations, columns, beams, supports, main walls, corridors, stairs, passages, entrance and exit through the gate fixed on the boundary wall, open areas on all sides of the building.
2. Common Services, such as water supply, installing and running of pump, lighting and cleaning of the common areas etc.
3. The overhead water reservoir, septic tank & drainage, pump with electrical installation, pipes and in general all apparatus and installations existing for common use.
4. Such other common facilities as may be specifically provided for.

5. The roof and parapet walls for the building all open area surrounding the building.

IN WITNESSES WHEREOF all the parties to this present have put their signature on the day, month, and year first above written

WITNESSES:

1)

2)

[Being represented by their attorney holders]

SIGN OF THE LAND OWNERS/ VENDORS

SIGN. OF THE DEVELOPER/ PROMOTER

SIGN OF THE PURCHASER

Drafted by :-

MEMO OF CONSIDERATION

Received with thanks from within named Purchaser a sum of **Rs.**
(Rupees) only from the Purchaser in favour of "OINDRILA ENTERPRICES " as full and final consideration amount in respect of the Said Flat/Unit in following manner:-

Sl. No.	Particulars (Detail of Cheque / Cash)	Amount (Rs.)
	.	

[illegible]

Totalling Rs./- (Rupees) only

Witnesses:-

1.

2.

Signatures of Developer/Promoter

Floor Plan of self contained residential flat having super built approximated measuring area **750 sq. ft.** having carpet area measuring about **563 sq.ft. (more or Less)** included with **25%** super build up on the **SECOND FLOOR (North West side)** flat no. **G** with **marble flooring** consisting of **2(two)** bed room, **1(one)** kitchen cum Dining Hall, **1(one)** toilet lying and situated at Premises no- **6A/2 Lokenath Bose Garden Lane , Kokata-700046, P.S.-Topsia, P.O.- Gobindo Khatick** under ward no.-**59** of **Borough-VII**, within the jurisdiction of Kolkata Municipal Corporation , under Addl. District Sub Registry office, at SealDAH .

Sign. of the Land Owners

Sign. of the Purchaser

Sign. of the Developer

Drawn by :-