

# **DEED OF CONVEYANCE**

**THIS INDENTURE**, made this on the \_\_\_\_\_  
day of February, **Two Thousand Twenty Five**  
**(2024)**.

**BETWEEN**

2)

1) S. S. ENTERPRISE, (PAN-ACTFS2405C) a partnership firm having its registered office at 33/1/H, Attapara Lane, P.O. Sinthee, P.S. Baranagar, Kolkata-700050, represented by its two Partners 1) SMT SIPRA MAJI, wife of Sri Bibhas Maji, residing at 32/1, Attapara Lane, P.S. Baranagar, P.O. Sinthee, Kolkata-700050, 2) SMT SUJATA MONDAL, wife of Sri Kalyan Mondal, residing at 32/3, Attapara Lane, P.S.- Baranagar, P.O. Sinthee, Kolkata-700050, both by occupation- Business, both by faith- Hindu, both by Nationality- Indian

2) SRI DIPANKAR GHOSH, son of Late Tarak Nath Ghosh, by occupation- Business, by faith- Hindu, by Nationality- Indian, residing at 3/1/11/B, Attapara Lane, Police Station- Baranagar, P.O. Sinthee, Kolkata-700050, North 24 Parganas, West Bengal. India hereinafter jointly called and referred as the LANDOWNERS/VENDORS ( Which expression shall unless excluded by or repugnant to the context be deemed to mean and included their heirs, executors, legal representatives and assign) of the FIRST PART.

DIPANKAR GHOSH is represented by his constituted Attorney S. S. ENTERPRISE, a partnership firm having its registered office at 47/56/2, Ram Krishna Ghosh Road, P.O. Sinthee, P.S. Baranagar, Kolkata-700050, represented by its two Partners 1) SMT SIPRA MAJI, wife of Sri Bibhas Maji, residing at 32/1, Attapara Lane, P.S. Baranagar, P.O. Sinthee, Kolkata-700050, 2) SMT SUJATA MONDAL, wife of Sri Kalyan Mondal, residing at 32/3, Attapara Lane, P.S.- Baranagar, P.O. Sinthee, Kolkata-700050, both by occupation- Business, both by faith- Hindu, both by Nationality- Indian, through a registered Development Power of Attorney dated 07/12/2023 and said Development Power of Attorney was registered in the office of the Additional District Sub Registrar Cossipore DumDum and recorded in Book No-I, Volume No-1506-2023, Pages from 381485 to 381500, Being No-150613186 for the year 2023,

AND

3)

S. S. ENTERPRISE, (PAN -ACTFS2405C) a partnership firm having its registered office at 33/1/H, Attapara Lane, P.O. Sinthee, Police Station- Baranagar, Kolkata700050, represented by its two Partners 1) SMT SIPRA MAJI,(PAN –AKQPM5407M, wife of Sri Bibhas Maji, residing at 32/1, Attapara Lane, P.S. Baranagar, P.O. Sinthee, Kolkata700050, 2) SMT SUJATA MONDAL, PAN- AZLPM6108M, wife of Sri Kalyan Mondal, residing at 32/3, Attapara Lane, P.S.- Baranagar, P.O. Sinthee, Kolkata700050, both by occupation- Business, both by faith- Hindu, both by Nationality- Indian hereinafter called and referred to as the DEVELOPER (Which expression shall unless excluded by or repugnant to the context be deemed to mean and include his heirs, executors, successors-in-office, legal representatives, administrators and assign) of the SECOND PART.

AND

1) MR.

2)

representatives, administrators and assigns) of the THIRD PART.

4)

WHEREAS Annakali Das w/o Late Jitendra Nath Das was the absolute law full owner of 3 (Three) Cottahs 10 (Ten) Chittaks be the same a little more or less, together with cemented floor building having area 1012 square feet more or less with all easement right over the common passage under District-North 24 Parganas, Mouza-Sinthe Nlj, J.L. No 11, R.S. No. 9, Touzi No-1298/2833, under, comprised in R.S. Dag No 840, being Premises No, 38/2, Attapara Lane, P.S. Baranagar, Kolkata-700050, Municipal Holding No-1348, within ward No- 20, of the Baranagar Municipality under jurisdiction of Additional District Sub Registry office Cossipore DumDum.

AND WHEREAS during course of enjoyment said Annakali Das who was a Hindu and governed by the Hindu Succession Act, 1956, died intestate on September,2003, leaving behind him surviving her two sons Shyam Lal Das alias Shyam Kumar Das, Sumangal Kumar Das, (since deceased), and only daughters namely Dipali Das, as her legal heirs and successors to inherit her aforesaid property being premises No-38/2, Attapara Lane, P.S. Baranagar, Kolkata-700050.

Be it mentioned Jitendra Nath Das husband of Annakali Das predeceased.

AND WHEREAS Shyam Lal Das alias Shyam Kumar Das, Sumangal Kumar Das, (since deceased), and Dipali Das, while enjoying and possessing the aforesaid land properties, Revisional Settlement had been taken place and in the said Revisional Settlement their name had dully recorded in the R.S. Record of Rights as 'Rayat' under the Estate Acquisition Act, 1953 and the said Record of Rights was finally framed and published and in the said record Land criteria BASTU, Khatian No-1335, L.R. Dag No-840 in the name of Shyam Kumar Das alias Shyam Lal Das, Land criteria BASTU, Khatian No-1336, Dag No-840, in the name of Sumangal Kumar Das and Khatian No-1337, Dag No-840 in the name of Dipali Das and paid the relevant rent for the same to the authority concerned since then.

5)

AND WHEREAS Shyam Lal Das alias Shyam Kumar Das, Sumangal Kumar Das, (since deceased), and Dipali Das be come the ownerof the aforesaid property and mutated their name in the record of the Baranagar Municipality and said property stands recorded their names as Premises No-38/2, Attapara Lane, Old Holding No-1832, now premises/Holding No-38/2, Attapara Lane, Assessee No-1201202001981, within ward No-20, of the Baranagar Municipality, under Police Station of Baranagar, Kolkata-700050.

AND WHEREAS Sumangal Kumar Das while seized and possessed of the said property died intestate on 17/08/2022, leaving behind his surviving his widow Mita Das and his two sons Amit Kumar Das, Indranil Das, as his legal heirs and successors to inherit his share in the aforesaid properties and said Mita Das, Amit Kumar Das, and Indranil Das became joint owners of the aforesaid 1/3<sup>rd</sup> share of the said properties left by deceased Sumangal Kumar Das by way of inheritance and started to enjoy and possess the same thereon,

AND WHEREAS Shyam Kumar Das alias ShyamLal Das, Dipali Das, Mita Das, Amit Kumar Das, and Indranil Das sold, transferred and conveyed their said property Premises No-38/2, Attapara Lane, Old Holding No-1832, now premises/Holding No-38/2, Attapara Lane, Assessee No-1201202001981, within ward No-20, of the Baranagar Municipality, under Police Station of Baranagar, Kolkata-700050, unto in favour of S.S. Enterprise a partnership firm having its registered office at 33/1/H, Attapara Lane, P.O. Sinthee, Police Station- Baranagar, Kolkata700050, represented by its two Partners 1) Smt Sipra Maji, wife of Sri Bibhas Maji, residing at 32/1, Attapara Lane, P.S. Baranagar, P.O. Sinthee, Kolkata700050, 2) Smt Sujata Mondal, wife of Sri Kalyan Mondal, residing at 32/3, Attapara Lane, P.S.- Baranagar, P.O. Sinthee, Kolkata700050, both by occupation- Business, both by faith- Hindu, both by Nationality- Indian, by way of registered Deed of Sale dated 15/12/2023 and said Deed of Sale was registered in the office of the Additional District Sub Registrar Cossipore DumDum and recorded in Book No-I, Volume No-1506-2024, Pages from 1862 to 1890, Being

6)

AND WHEREAS S.S. Enterprise a partnership firm, represented by its two Partners Smt Sipra Maji, and Smt Sujata Mondal, Landowner/ Vendor No1 herein became the absolute lawful owner of ALL THAT piece of Bastu land measuring an area of 3 (Three) Cottahs 10 (Ten) Chittaks be the same a little more or less, together with cemented floor building having area 1012 square feet more or less being Premises No-38/2, Attapara Lane, Old Holding No-1832, now Premises/Holding No-38/2, Attapara Lane, Assessee No-1201202001981, within ward No-20, of the Baranagar Municipality more fully and particularly described in the schedule First schedule hereunder written.

AND WHEREAS one Ira Rani Ghosh,(since deceased) mother of the Landowner/Vendor no-2 herein was the absolute law full owner of ALL THAT piece of Bastu land measuring an area as per deed 5 (Five) Cottahs 8 (Eight) Chittaks 14(Fourteen) Square feet be the same a little more or less, with all easement right over the common passage under District-North 24 Parganas, Mouza-Sinthe Nij, J.L. No 11, R.S. No. 9, Touzi No-1298/2833, under, R.S. Khatian No- 367/768, & 408/774, comprised in R.S. Dag No 268 & 271, being Premises No, 3/1/11, Attapara Lane, P.S. Baranagar, Kolkata-700050, within ward No- 20, of the Baranagar Municipality under jurisdiction of Additional District Sub Registry office Cossipore DumDum. and said Ira Rani Ghosh purchased the said property from right ful owner Ajit Kumar Moitra s/o Hari Das Moitra, by way of Bengal Kobala dated 03/03/1958 and said deed was registered in the office of the Sub Registrar Cossipore Dumdum and recorded herein Book No-1, Volume No-32, Pages from 71 to 77, being Deed No-1601 for the year 1958.

AND WHEREAS Ira Rani Ghosh while enjoying and possessing the aforesaid land properties, Revisional Settlement had been taken place and in the said Revisional Settlement his name had dully recorded in the R.S. Record of Rights as 'Rayat' under the Estate Acquisition Act, 1953.

7)

AND WHEREAS during course of enjoyment said Ira Rani Ghosh who was a Hindu and governed by the Hindu Succession Act, 1956, died intestate on 18/09/1976, leaving behind her surviving her husband Tarak Nath Ghosh her four sons Somenath Ghosh, Bhaskar Ghosh, Dipankar Ghosh the Landowner herein, Goutam Ghosh, and only two married daughter namely Mridula Mitra and Ratna Sarkar, as her legal heirs and successors to inherit her aforesaid property being premises No-3/1/11, Attapara Lane, P.S. Baranagar, Kolkata-700050.

AND WHEREAS during course of enjoyment Tarak Nath Ghosh father of the Landowner herein died intestate on 11/12/1980, and his undivided 1/7<sup>th</sup> share in the said property devolved upon his aid four sons and two daughters.

AND WHEREAS Ratna Sarkar while seized and possessed of undivided share the said property transferred the said share of the property for valuable consideration unto Mridula Mitra, by way of registered Deed of sale and said deed was registered in the office of the Sub Registrar Cossipore Dumdum and recorded herein Book No-1, Volume No- , Pages from to , being Deed No-2259 for the year 1984.

AND WHEREAS Mridula Mitra while seized and possessed of undivided share the said property transferred the said share of the property for valuable consideration unto her four brothers namely Somenath Ghosh, Dipankar Ghosh, Bhaskar Ghosh and Goutam Ghosh by way of registered Deed of sale and said deed was registered in the office of the Sub Registrar Cossipore Dumdum and recorded herein Book No-1, Volume No- , Pages from to , being Deed No-2260 for the year 1984.

8)

AND WHEREAS Somenath Ghosh, Dipankar Ghosh, Bhaskar Ghosh and Goutam Ghosh became the absolute owner of the said property 5 (Five) Cottahs 8 (Eight) Chittaks 14(Fourteen) Square feet be the same a little more or less, with all easement right over the common passage under District-North 24 Parganas, Mouza-Sinthe Nilj, J.L. No 11, R.S. No. 9, Touzi No-1298/2833, under, R.S. Khatian No- 367/768, & 408/774, comprised in R.S. Dag No 268 & 271, being Premises No, 3/1/11, Attapara Lane, P.S. Baranagar, Kolkata-700050, , within ward No- 20, of the Baranagar Municipality and while seized and possessed of said property amicably partitioned the said property among themselves by way of registered partition Deed dated 04/04/1991 and said Partition Deed was registered in the office of the Additional District Sub Registrar Cossipore Dumdum and recorded herein Book No-1, Volume No-42 , Pages from 51 to 58, being Deed No-1858 for the year 1991.

AND WHEREAS as per said partition Deed Dipankar Ghosh, the Landowner/Vendor No-2 herein was allotted a plot of land measuring 1 Cottahs 20 square feet land in the said Mouza-Sinthe Nilj, J.L. No 11, R.S. No. 9, Touzi No-1298/2833, under, R.S. Khatian No- 367/768, & 408/774, comprised in R.S. Dag No 268 & 271, part of Premises no-3/1/11, Attapara Lane more fully and particularly described in schedule 'C' of the said partition Deed and marked Lot C bordered Black in plan annexed the said partition Deed.

AND WHEREAS as per said partition Deed Bhaskar Ghosh brother of Dipankar Ghosh was allotted a plot of land measuring 1 Cottahs 1 Chittaks 26 square feet land in the said Mouza-Sinthe Nilj, J.L. No 11, R.S. No. 9, Touzi No-1298/2833, under, R.S. Khatian No- 367/768, & 408/774, comprised in R.S. Dag No 268 & 271, part of Premises no-3/1/11, Attapara Lane more fully and particularly described in schedule 'D' of the said partition Deed and marked Lot D bordered

9)

AND WHEREAS Bhaskar Ghosh while seized and possessed of the said land measuring 1 Cottahs 1 Chittaks 26 square feet with structure of the said part of Premises no-3/1/11, Attapara Lane, sold, conveyed the said property unto his brother Dipankar Ghosh, the Landowner /Vendor no-2 herein by way of registered Deed of Sale dated 14/10/1993 and sale Deed was registered in the office of the Additional District Sub Registrar Cossipore Dumdum and recorded herein Book No-1, Volume No-134, Pages from 225 to 236, being Deed No-5836 for the year 1993.

AND WHEREAS Dipankar Ghosh, the Landowner/Vendor No-2 herein became the owner of 1 Cottahs 20 square feet land in the said Mouza-Sinthe Nij, J.L. No 11, R.S. No. 9, Touzi No-1298/2833, under, R.S. Khatian No- 367/768, & 408/774, comprised in R.S. Dag No 268 & 271, part of Premises no-3/1/11, Attapara Lane by way of partition Deed being No-1858 for the year 1991, and by way of said sale Deed being No5836 for the year 1993 become the owner of 1 Cottahs 1 Chittaks 26 square feet with structure of the said part of Premises no-3/1/11, Attapara Lane.

AND WHEREAS Dipankar Ghosh, the Landowner/Vendor No-2 herein possess the said two land property measuring 1 Cottahs 20 square feet and 1 Cottahs 20 square feet and said two land are adjacent to each other and said Dipankar Ghosh, the Landowner/Vendor No-2 herein mutated his name in the record of the Baranagar Municipality and said two property known and renumbered as Premises/Holding No. 3/1/11/ B,, Attapara Lane, P.S. Baranagar, Kolkata-700050, within ward No- 20, of the Baranagar Municipality. total land area recorded as 2 (Two) Cottahs 2 (Two) Chittaks 1(one) Square feet be the same a little more or less with building thereon more fully and particularly described in the schedule Second schedule hereunder written

10)

AND WHEREAS said Dipankar Ghosh, the Landowner/Vendor No-2 herein in view to develop the said property contacted with the Developer herein, as the Developer herein is one of the owner of the adjacent plot of land property and also experience and workmanship for constructing a multi storied building in and around the locality.

AND WHEREAS S.S. Enterprise a partnership firm, represented by its two Partners Smt Sipra Maji, and Smt Sujata Mondal, Landowner/Vendor No1 herein and also the Developer herein accepted the proposal of Dipankar Ghosh, the Landowner/Vendor No-2 herein to implement the said project in the plot of the said land and agreed to bear all cost and expenses to implement the project and S.S. Enterprise a partnership firm, represented by its two Partners Smt Sipra Maji, and Smt Sujata Mondal, Landowner/Vendor No-1 herein and also Developer herein entered into a Development Agreement with said Dipankar Ghosh, the Landowner/Vendor No-2 herein on 07/07/2023, and said Development Agreement was registered in the office of the Additional District Sub Registrar Cossipore Dumdum and recorded herein Book No-1, Volume No-1506-2023, Pages from 381409 to 381437, being Deed No-150613183 for the year 2023.

AND WHEREAS Dipankar Ghosh, the Landowner/Vendor No-2 herein also executed a registered Development Power of Attorney in favour of S.S. Enterprise a partnership firm, represented by its two Partners Smt Sipra Maji, and Smt Sujata Mondal, Landowner/Vendor No-1 and also the Developer herein on 07/12/2023 and Development Power of Attorney was registered in the office of the Additional District Sub Registrar Cossipore DumDum and recorded in Book No-I, Volume No-1506-2023, Pages from 381485 to 381500, Being No-150613186 for the year 2023.

11)

AND WHEREAS in view of above fact and circumstances, Dipankar Ghosh, the Landowner/Vendor No-2 herein become the owner of land area recorded as 2 (Two) Cottahs 2 (Two) Chittaks 1(one) Square feet more or less Premises/Holding No. 3/1/11/B, Attapara Lane, P.S. Baranagar, Kolkata-700050, within ward No- 20, of the Baranagar Municipality more fully and particularly described in the schedule Second schedule hereunder written and said S.S. Enterprise a partnership firm, represented by its two Partners Smt Sipra Maji, and Smt Sujata Mondal, Landowner/ Vendor No-1 and Developer herein acquired and purchased and become the owner All that land area measuring 3 (Three) Cottahs 10 (Ten) Chittaks be the same a little more or less being Premises No-38/2, Attapara Lane, Old Holding No-1832, now Premises/Holding No-38/2, Attapara Lane, Assessee No-1201202001981, within ward No-20, of the Baranagar Municipality, more fully and particularly described in the schedule First schedule hereunder written and said two plots of land more fully and particularly described in the First and second schedule written hereunder are adjacent plot and S.S. Enterprise a partnership firm, represented by its two Partners Smt Sipra Maji, and Smt Sujata Mondal, Landowner/ Vendor No-1 and Developer herein empowered by the said Development Agreement and registered Development Power of Attorney, has taken steps for construction of multi storied building on the said two plots of land applied for mutation and amalgamation for said two plots into one plots before the Baranagar Municipality Vide Application No-BNGM/24-25/MU/000337, dated 03/05/2024 and Baranagar Municipality approved amalgamation and mutation of the said two plots vide Certificate No-BNGM/24-25/MU/000337/188696, dated 03/05/2024 after amalgamation and mutation and said two plots merger into one plots of land total land area 5 (Five) Cottahs 12 (Twelve) Chittaks 1(One) Square feet be the same a little more or less, together with building covered area 3479 square feet more or less and

renumbered as being Premises/Holding No- 3/1/11/B, Attapara Lane, P.S. Baranagar, Kolkata-700050, Assessee No-1201202001356 within Ward No- 20, of the Baranagar Municipality under District-North 24 Parganas, P.S. Baranagar, Mouza-Sinthe Nilj, J.L. No 11, under, R.S./L.R. Khatian No- 367/768, 408/774, 1335, 1336, 1337, comprised in L.R./R.S. Dag No-268, 271 & 840. Cont..p/12

12)

AND WHEREAS by the said Development agreement and Development Power said Dipankar Ghosh, the Landowner/Vendor No-2 herein conferred upon the S.S. Enterprise a partnership firm, represented by its two Partners Smt Sipra Maji, and Smt Sujata Mondal, Landowner/ Vendor No-1 and Developer herein the authority to construct and complete a multi storied building upon the said property on the basis of the plan to be sanctioned by concerned authority of the said Baranagar Municipality.

S.S. Enterprise a partnership firm, represented by its two Partners Smt Sipra Maji, and Smt Sujata Mondal, Landowner/ Vendor No-1 and Developer herein was further authorized thereby to collect and receive earnest money and further part payment and the balance of the consideration money from the prospective Purchaser of flats/units of the Developer's Allocation in the new building so to be constructed by the Developer herein.

AND WHEREAS thereafter said S.S. Enterprise a partnership firm, represented by its two Partners Smt Sipra Maji, and Smt Sujata Mondal, Landowner/ Vendor No-1 and Developer herein submitted for sanction of a building construction plan on the said Premises/Holding No- 3/1/11/B, Attapara Lane, Police Station- Baranagar, Kolkata-700050, Assessee No-1201202001356 within Ward No- 20, of the Baranagar Municipality before the said Baranagar Municipality. and concerned authority of the said Baranagar Municipality duly sanctioned the said building construction plan vide-???

(hereinafter referred to as the "Said Plan") by allowing to construct a multi storied building upon the said property on the basis of the said plan.

AND WHEREAS after getting the said plan, S.S. Enterprise a partnership firm, represented by its two Partners Smt Sipra Maji, and Smt Sujata Mondal, Landowner/ Vendor No-1 and Developer hereto duly taken steps for construction a multi storied R.C.C. framed super structure brick built building on the said property consisting self contained residential flats/units, staircase, with other common areas, common spaces, common parts common amenities and common facilities connected thereto, hereinafter referred to as the "Said Building" on the said Premises/Holding

Cont..p/13

13)

No 3/1/11/b, Attapara Lane, P.S. Baranagar, Kolkata-700050, under ward No. 20, within the limits of Baranagar Municipality and construction work has been under progress and almost complete.

AND WHEREAS the S.S. Enterprise a partnership firm, represented by its two Partners Smt Sipra Maji, and Smt Sujata Mondal, Landowner/ Vendor No-1 and Developer herein announced for sale of a 2BHK flat being No-4A, on Fourth floor, East-South-West, having Super built up area 1050 square feet more or less together with undivided, undemarcated proportionate share, interest and ownership in the land of the Third schedule property consist with two bedrooms, Dining cum Kitchen, two toilet and Balcony, @ Rs 4300/per square feet i.e. total price of Rs 45,15,000/(Rupees Forty five lakh fifteen thousand) only excluding GST charge, more fully described in the Fourth schedule hereunder written at the said Premises/Holding No 3/1/11/B, Attapara Lane, P.S. Baranagar, Kolkata-700050, under ward No. 20, within the limits of Baranagar Municipality. and in response to the said announcement Amitava Mitra and Monomita Mitra, the Purchasers herein offered to purchase said 2BHK flat being No-4A, on Fourth floor, East-South-West, having Super built up area 1050 square feet more or less together with undivided, undemarcated proportionate share, interest and ownership in the land of the Third schedule property being Premises/Holding No 3/1/11/B, Attapara Lane, P.S. Baranagar, Kolkata-700050, under ward No. 20, within the limits of Baranagar Municipality more fully described in the Fourth schedule hereunder written at or for a total price of Rs

45,15,000/(Rupees Forty five lakh fifteen thousand) only and S.S. Enterprise a partnership firm, represented by its two Partners Smt Sipra Maji, and Smt Sujata Mondal both partner of S.S. Enterprise the Landowner/ Vendor No-1 and Developer herein agree to sell the said flat to Amitava Mitra and Monomita Mitra, the Purchasers herein.

AND WHEREAS the Purchasers have taken inspection of the copies of the relevant title deeds and sanctioned plan in respect of the said premises and the land and is satisfied about the title of the Vendors/ Landowners and the Developer to the said property.

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14)

ANDWHEREAS Amitava Mitra and Monomita Mitra, the Purchasers herein interested to purchase a said 2BHK flat being No-4A, on Fourth floor, East-South-West, having Super built up area 1050 square feet more or less together with undivided, undemarcated proportionate share, interest and ownership in the land of the Third schedule property being Premises/Holding No 3/1/11/B, Attapara Lane, P.S. Baranagar, Kolkata-700050, under ward No. 20, within the limits of Baranagar Municipality, approaches the S.S. Enterprise a partnership firm, represented by its two Partners Smt Sipra Maji, and Smt Sujata Mondal, Landowner/ Vendor No-1 and Developer herein to sell them said flat of the proposed new multi, storied residential building and the S.S. Enterprise a partnership firm, represented by its two Partners Smt Sipra Maji, and Smt Sujata Mondal, Landowner/ Vendor No-1 and Developer herein agreed to sell the aforesaid self contained residential flat more fully and particularly described in the fourth schedule hereunder written, to the Amitava Mitra and Monomita Mitra, the Purchasers herein hereinafter referred to as the "Said Flat", together with right of easements of all other common areas, spaces, roof, parts, amenities and facilities (more fully and clearly described in the Fifth schedule written hereunder) to be available to new multi storied building at or for a total consideration of Rs 45,15,000/(Rupees Forty five lakh fifteen thousand) only, to which offer Amitava Mitra and Monomita Mitra, the Purchasers herein have agreed to purchase the said flat from

The Developer at or for the said total consideration of Rs 45,15,000/ (Rupees Forty five lakh fifteen thousand) only. Amitava Mitra and Monomita Mitra, the Purchasers herein have paid sum of Rs 12,15,000/ (Rupees twelve lakh fifteen thousand) only as advance or booking money to the Developer.

ANDWHEREAS Amitava Mitra and Monomita Mitra, the Purchasers herein have agreed to pay to the Developer balance of sale price amounting to Rs 45,15,000/(Rupees Forty five lakh fifteen thousand) only in the following manner, that is to say in the payment schedule hereunder written :

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15)

NOW THIS AGREEMENT WITNESSED AND IT IS HEREBY AGREED AND  
DECLARED BY AND BETWEEN THE PARTIES HERETO as follows:

1) The Developer hereby agreed to sell and the Purchaser agreed to purchase the said self contained 2BHK flat being No-4A, on Fourth floor, East-South-West, having Super built up area 1050 square feet more or less together with undivided, undemarcated proportionate share, interest and ownership in the land of the Third schedule property upon which the new multi storied building is under construction being Premises/Holding No 3/1/11/B, Attapara Lane, P.S. Baranagar, Kolkata-700050, under ward No. 20, within the limits of Baranagar Municipality described in the fourth schedule hereunder written free from all encumbrances and subject to the terms and conditions herein contained together with right of easements of all other common areas, spaces, roof, parts, amenities & facilities to be available to the new multi storied building and/or to the said property at or for a total consideration of Rs 45,15,000/(Rupees Forty five lakh fifteen thousand) only out of which of Rs 12,15,000/(Rupees twelve lakh fifteen thousand) only has been paid by the Purchasers to the Developer on or before execution of these presents, the receipt whereof the Developer do hereby and hereunder acknowledge.

2) The Developer declares that the said property is free from all



encumbrances and liabilities and except the Vendors/Landowners and Developer there is no other person or persons have any right, title, interest or claim to the said property.

3) The Developer declare that being the Builder, they will construct and complete a new R.C.C. framed super structure brick built multi storied residential building including the Purchasers flat/floor upon the Third schedule property on the basis of the said plan sanctioned by the concerned authority of the said Baranagar Municipality. The Purchasers herein agree that the Developer shall be entitled to make such variations and/or deviations therein as the municipal authority or other local body or authority may require and as may be necessary by the exigencies of the circumstances from time to time.

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16)

4) The Developer has agreed that they will complete the said building with said flat in all manners and for habitable use as per specification described in the seventh schedule below and delivered the possession of the said flat to the Purchasers herein and/or register the said flat in favour of the Purchaser or his nominee or nominees within 24 (twenty four) months from the date of execution of this agreement.

5) After inspection of title deed and other relevant papers, the Purchasers is prima-facie satisfied about the title of the Vendors/ Landowners and Developer to the said property and the specification written in the seventh schedule below according to which the said flat to be completed and accordingly the Purchaser accepts the same.

6) That the Purchasers herein shall be at liberty to avail house building loan from any Bank or Financial institution for purchasing the said flat at his own risk & responsibility and the Developer has agreed to extent their cooperation with the Purchaser for the said purpose as when required.

7) The Developer shall be responsible for the payment of all Municipal

taxes, rates and charges pertaining to the said building until the same is to be transferred by way of possession or by way of registration in favour of the Purchaser or his nominee or nominees. However the Developer shall remain liable to obtain building completion certificate from the concerned authority of the Baranagar Municipality after completing the new building and shall hand over a Xerox copy of the said completion certificate to the Purchasers as and when the said certificate will obtain by the Developer.

8) It is further agreed by and between the parties hereto that the Purchasers shall after his registration of flat or from the date of receipt of possession of the said flat which ever is earlier be liable to pay and/or bear proportionate maintenance charges of the new building towards the total expenses of the said property according to his share to the appropriate authority or to the Developer or Vendors/Landowners.

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17)

9) That the stamp duty, registration charges and other expenses as regards registration of the said flat shall be borne and paid by the Purchasers.

10) That the cost of the new electric meter and allied cost of the procurement of electric meter in the name of the Purchaser shall be borne by the Purchaser, and The Purchasers will pay sum of Rs 13,000/ (Rupees thirteen thousand) only to the Developer for said electric meter. The Purchasers will pay said amount extra..

11) It is further agreed by and between the parties hereto that the said flat shall be used only for residential purposes.

12) Under no circumstances the Developer is liable to hand over the possession of the said flat or to register the said flat in favour of the Purchasers until all the payments required to be made have duly been paid to the Developer by the Purchasers.

13) That the time limits for completion of the new building including the said flat and handing over possession of the said flat to the be extended, in the event the Developer will unable to proceed with the work of construction of the new building to the said property or the project is withheld owing to any prohibitory order from ay court of law or from the Baranagar Municipality or local body or authority or any other cogent reasons which beyond the control of the Developer.

14) ) It is made clear that the Super built up area of the Purchaser flat in the new building to be calculated by the manner following that is to say: Inside Area of the flat including Balcony, Box Almirah and window Boxes if any, i.e.(Carpet area) + proportionate share of stair case and lift = total covered area of the said flat + 25% of the said total covered area of the said flat = Super Built up area of the said flat.

Cont..p/18

18)

15) The Purchasers shall after their purchase:

- a) use the common areas and facilities of the new building for the purpose for which they are intended without hindering or encroaching upon the lawful rights of other owners and occupiers of the new building.
- b) not to store in their portion any goods which are hazardous, combustible, dangerous and very heavy, which may cause damage to the new building.
- c) keep interior walls, floors, ceilings, fittings, fixtures, water lines, electric wirings and all apparatus, pipes, drainage system sewers and all other common parts, facilities, amenities in their portion or spaces to be occupied by them in good repair and prefect working condition and for which take all possible steps to prevent any damage being caused the new building or ay portion thereof or caused to be inconvenience to the occupiers of any other portion of the said building.
- d) Be the members of the association to be formed by the owner of the new building and shall observe and perform the laws, bye laws, rules and regulations which the owner's Association of the said building as may be decided from time to time as regards maintenance,

management, control and upkeep of the new multi storied residential building.

16) Until and unless no association of flat/unit owners is formed, the management, control of the said property shall be conducted by the Vendors/Landowners or Developer and the Vendors/Landowners or Developer shall be entitled to and collect maintenance, management, control and upkeep of the new three storied residential building.

17) If the Purchasers want to cancel this agreement for any reasons, then and in that event, the Purchasers shall give one month prior notice to the Developer and the Developer will refund the earnest money to the Purchasers after deduction of 20% of the total earnest money as processing and/or damage charges and the Developer shall have the option to enter into further agreement for sale with any third party as if there is no agreement for sale with the Purchasers.

Cont..p/19

19)

18) That any disputes, if shall arise, between the parties herein, in respect of any terms or condition contained to these presents that shall be amicably and mutually be solved by the parties herein, in default, the same has to be referred to the Arbitrator in accordance with the law for the time being in force.

#### OTHER TERMS AND CONDITION

1. The cost of this agreement for Rs. 2000/- (Rupees two thousand) will be paid by the Purchaser separately. The deed for registration will be made by Developer's Advocate.
2. Selection of design of Glazed tiles reserve by the Developer.
3. The Purchaser will bear GST as implement by the Central Govt. of India and such paid amount receipt with registration no in details will be handed over to the parties. Upto Rs 40,00,000/ is 1% GST and above

Rs 40,00,000/ is 5%.

4. The Purchaser have right to inspect the total work time to time for best production and his satisfactions.

5. After booking of flat by the Purchasers that is final enlisted person as owner if any Purchaser desire to cancel his booking of flat/garage/shop then Developer will refund the money after deduction of @20% of booking money.

Cont..p/20

20)

THE FIRST SCHEDULE ABOVE REFERRED

Description of the property of S.S. Enterprise, Landowner/Vendor no-1 and Developer.:

ALL THAT piece of Bastu land measuring an area of 3 (Three) Cottahs 10 (Ten) Chittaks be the same a little more or less, together with cemented floor building having area 1012 square feet more or less (Ground floor consist of Seven rooms, Kitchen, bath privy with all easement right over the common passage under District-North 24 Parganas, P.S. Baranagar, Mouza-Sinthe Nlj, J.L. No 11, R.S. No. 9, Touzi No-1298/2833, under, R.S. Khatian No- 1335, 1336, 1337, comprised in R.S. Dag No 840 , being Premises No-38/2, Attapara Lane, Old Holding No-1832, now Premises/Holding No-38/2, Attapara Lane, Assessee No-1201202001981, within ward No-20, of the Baranagar Municipality, under Police Station of Baranagar, Kolkata-700050. under jurisdiction of

Additional District Sub Registry office Cossipore DumDum,

Property is butted and bounded as follows:

ON THE NORTH: By Premises No-21/A, Attapara Lane

ON THE EAST: By Premises No-47/9, Ram Krishna Ghosh Road

ON THE SOUTH: By Premises No-3/1/11B, Attapara Lane

ON THE WEST: By Premises No-3/1/10, Attapara  
Lane

Cont..p/21

21)

THE SECOND SCHEDULE ABOVE REFERRED

Description of the property of Dipankar Ghosh, the Landowner/Vendor

No-2 herein

ALL THAT piece and parcel of Bastu land measuring an area 2 (Two) Cottahs 2 (Two) Chittaks 1(One) Square feet be the same a little more or less, together with cemented floor two storied building covered area 1765 square feet more or less (Ground floor consist of three rooms, verandah, Kitchen, Dining, bath privy having covered area 795 square feet, and First floor and second floor with stair room having covered area 970 square feet ) with all easement right over the common passage under District-North 24 Parganas, Mouza-Sinthe Nilj, J.L. No 11, R.S. No. 9, Touzi No-1298/2833, under, R.S. Khatian No- 367/768, & 408/774, corresponding to L.R. Khatian No-1167 comprised in R.S. Dag

No 268 & 271, and L.R. Dag No-777, being Premises/Holding No, 3/1/11/ B, Attapara Lane, Police Station- Baranagar, Kolkata-700050, Assessee No-1201202001356, old Municipal Holding No-1300, within ward No- 20, of the Baranagar Municipality under jurisdiction of Additional District Sub Registry office Cossipore DumDum,

The property is butted and bounded as follows:

ON THE EAST: By Premises No-12, Ram Krishna Ghosh Road

ON THE NORTH: By Premises No-38/2, Attapara Lane

ON THE SOUTH: By 6 feet wide Common passage

ON THE WEST: By 16 feet wide Road

Cont..p/22

22)

THE THIRD SCHEDULE ABOVE REFERRED

Description of the Entire property after amalgamation of above two land  
on which multi storied building constructed

ALL THAT piece and parcel of Bastu land measuring an area 5 (Five) Cottahs 12 (Twelve) Chittaks 1(One) Square feet be the same a little more or less, together with cemented floor three storied building covered area 3479 square feet more or less (Ground floor consist of three rooms, verandah, Kitchen, Dining, bath privy having covered area 1983 square feet, and First floor and second floor with stair room having covered area 748 square feet in each floor ) with all easement right over the common passage under District-North 24 Parganas, Mouza-Sinthe Nlj, J.L. No 11, R.S. No. 9, Touzi No-1298/2833, under,

R.S. Khatian No- 367/768, 408/774, 1335, 1336 &1337 corresponding to L.R. Khatian No-1167 comprised in R.S. Dag No 268, 271 & 840, and L.R. Dag No-777, being Premises/Holding No, 3/1/11/B, Attapara Lane, Police Station- Baranagar, Kolkata-700050, Assessee No-1201202001356, old Municipal Holding No-1300, within ward No- 20, of the Baranagar Municipality under jurisdiction of Additional District Sub Registry office Cossipore DumDum,

The property is butted and bounded as follows:

ON THE EAST: By Premises No-12, Ram Krishna Ghosh Road

ON THE NORTH: By Premises No-21/A, Attapara Lane

ON THE SOUTH: By 6 feet wide Common passage

ON THE WEST: By 24 feet wide Road

Cont..p/23

23)

THE FOURTH SCHEDULE' ABOVE REFERRED TO:  
(Description of the Flat hereby agreed to be sold

ALL THAT self contained residential 3BHK flat being No-4A, on Fourth floor, East-South-West, having Super built up area 1050 square feet i.e. Carpet area square feet be the same little more or less together with undivided, undemarcated proportionate share, interest and ownership in the land of the Third schedule property being Premises/Holding No 3/1/11/B, Attapara Lane, P.S. Baranagar, Kolkata-700050, under ward No. 20, within the limits of Baranagar Municipality, together with right to use in common areas and facilities as available in the said new multi storied building, together with right of easements of all other available

common areas, spaces, roof, parts amenities, facilities to be connected and/or related to the said building and to the said property as described in the fifth schedule below provided to pay and/or bear proportionate maintenance cost as described in the sixth schedule below according to their shares.

The flat is consist with three bed rooms, Dining cum Kitchen, two Toilet, W.C. and Balcony

Flat is butted and bounded in the manner following

ON THE NORTH: Stair case of the Building and lift

ON THE SOUTH: Common corridor

ON THE EAST : Open to sky

ON THE WEST : Open to sky

Note; registration of the flat will be depend upon the measurement of the carpet area.

Cont..p/24

24)

THE FIFTH SCHEDULE AS ABOVE REFFERED TO  
(Being the common areas & common facilities)

- a) The land comprised in the said Premises/Holding No 3/1/11/B, Attapara Lane, P.S. Baranagar, Kolkata-700050, under ward No. 20, Municipal within the limits of Baranagar Municipality as described in the First schedule above.
- b) The open space available to the building and spaces within the building comprised of the entrance and exit thereto, staircase, landing in each floor and also the top roof. Lift and lift room with all accessories.
- c) The foundation columns, girders, beams, support, main walls, the main gate of the premises and the common passage landings in the

building and the staircase leading from ground floor to roof.

- d) The Installation of common services and its accessories, drainage sewerage system in the premises water supply arrangements in the premises and electric connections in the premises.
- e) Under ground water reservoir (if possible), Over head water tank on the roof of the building, water pump, motor, pipes, ducts, septic tank and all other apparatus installations in the building to be used as common with other owners in the building.
- f) All other areas, spaces, parts, facilities and amenities in the premises and/or the building, which are intended for common use.

THE SIXTH SCHEDULE ABOVE REFERRED TO:

( Being the Proportionate Maintenance Cost)

- i) The expenses of maintaining repairing reconstruction and removing the main structure and in particular thereof drainage system/ sewerage system, rain water discharges, arrangements for supply of electricity and water in the premises and all common areas contained in the schedule herein above.
- ii) The cost of cleaning and lighting the entrance of the building, the passage and spaces around the building lobby, corridors, staircase etc.
- iii) The cost of repairing and redecorating the exterior of the building and the premises.

Cont..p/25

25)

- iv) The cost of working and maintenance and replacing of pumps and other common service charges and all other amount assessed against the said building and the said premises by the Association of the Apartment Owners.
- v) All expenses of common services and in connection with common areas and facilities.
- vi) Such other recurring expenses as are necessary for or incident to the said maintenance and upkeep for the premises and/or the common areas, facilities and amenities.

## PAYMENT SCHEDULE

### Payment Method

Total price of the flat is fixed Rs 45,15,000/(Rupees Forty five lakh fifteen thousand) only.

Rs 12,15,000/ (Rupees twelve lakh fifteen thousand) only to be pay immediately time of the execution of this agreement.

|                                          |              |
|------------------------------------------|--------------|
| Within 31 <sup>st</sup> October ,2024    | Rs 4,00,000/ |
| At the time of Second floor roof casting | Rs 5,00,000/ |
| At the time of Third floor roof casting  | Rs 5,00,000/ |
| At the time of Fourth floor roof casting | Rs 5,00,000/ |
| Flooring of the building                 | Rs 5,00,000/ |
| Electrical work at second floor flat     | Rs 5,00,000/ |

Rest of Balance amount Rs 4,00,000/ (Rupees four lakh twenty thousand) only shall be paid positively at the time of hand over Possession or before registration of deed conveyance which ever is earlier.

However the Developer has agreed that they will hand over the possession of the purchasers flat complete in all manners and for habitable use within 24 (twenty four) months from the execution of this agreement..

Cont..p/26

26)

## THE SEVENTH SCHEDULE ABOVE REFERRED TO

### GENERAL SPECIFICATION

General specification subject to the minor lawful deviation depending upon the circumstances for the multi storied building,

BED ROOM: Floor : Floor Tiles/Marble, Attached bath. DOOR: flash door.

WINDOW: Window 3 fold glass fitted (Sliding), ELECTRIC POINT: total 6

point + plug socket indicator ( Bracket-2, Tube-1, Fan, Plug point )

DINING & DRAWING- Floor Tiles/Marble, MAIN DOOR: Flash door,  
WINDOW: Window Aluminum channel glass 2/3 fold fitted (Sliding),  
Balcony covered with grill.

ELECTRIC POINT: total 6 point + indicator ( Bracket-2, Tube-1, Fan-1,  
Plug point ) and Calling bell. One light point and one plug point in the  
balcony.

KITCHEN: Floor : Floor Marble/Tiles, wall tiles DOOR: flash door, Gas  
table black stone , Water supply point- One sink with tap point, and lower  
tap point,

ELECTRIC POINT: total 6 point + indicator ( Bracket-2, Tube-1, Exhaust  
Fan, , Plug point ). Induction and Micro oven point.

TOILET- Geyser point in Toilet/Bath Room. Bath room floor Marble/Toilet,  
PVC door, Commode, Two tap point, 6 ft tiles on the wall.

Extra Charge

|                       |            |
|-----------------------|------------|
| Electric Meter charge | Rs 13,000/ |
| Collapsible Gate      | Rs 11,000/ |
| A/C circuit and point | Rs 10,000/ |

Any extra work other than specification as stated above shall be  
charged extra as described by the Developer and such amount shall  
have to be deposited before the execution of such work and any extra  
work shall be completed by the developer through its work man no other  
person to be allowed for any extra work purpose in the building.

27)

IN WITNESS WHERE OF the parties hereto have set and subscribed  
their respective hands and signature on the day month and year first  
above written.

SIGNED SEALED AND DELIVERED

In presence of:

1)

Self and  
Constituted Attorney  
DIPANKAR GHOSH

SIGNATURE OF THE  
LANDOWNER/VENDOR

SIGNATURE OF THE  
DEVELOPER

AMITAVA MITRA

MONOMITA MITRA  
SIGTURE OF THE  
PURCHASERS

28)

RECEIVED of and from the within named Amitava Mitra and Monomita Mitra, the Purchasers herein within mentioned sum of Rs 12,15,000/ (Rupees twelve lakh fifteen thousand) only paid by the Purchasers to the Developer as earnest money or booking money of the said flat as details given below:

MEMO OF CONSIDERATION

Witnesses;

SIGNATRURE OF THE  
DEVELOPER

Drafted by

