

A N D**“UNIVERSAL TRADERS AND BUILDERS” (PAN NO. AACFU0279M)**

a Partnership Firm, having its registered office at T.N. Mukherjee Road, Gadadhar Shopping Complex, Delhi Road, Chowmatha, P.O. & P.S. Dankuni, Dist-Hooghly, Pin No. 712311, state- West Bengal, represented by its Partners namely **1) SRI NIKHIL BANDHU GHOSH**, PAN: ADIPG9026F, AADHAAR NO. 6553 2964 6278), son of Late Nityananda Ghosh, by occupation - Business, by faith Hindu, by Nationality Indian Citizen, residing of 128 North Subhas Pally, Dankuni, Post Office and Police Station - Dankuni, District - Hooghly, Pin - 712311, state- West Bengal.

2) SRI SWAPAN KUMAR KUNDU, PAN: AGXPK0633L, AADHAAR NO. 3923 8622 1884), son of Late Chitta Binod Kundu, by occupation - Business, by faith Hindu, by Nationality - Indian Citizen, residing at 213, North Subhas Pally, Dankuni, Post Office and Police Station - Dankuni, District - Hooghly, Pin - 712311, state- West Bengal

3) SRI RANJAN SETH, PAN: BHMPS8508P, AADHAAR NO. 8725 3087 4112), son of Late Rabindranath Seth, by occupation - Business, by faith Hindu, by Nationality - Indian Citizen, residing at Swarupnagar, Lane No.03, Dankuni Post Office and Police Station - Dankuni, District - Hooghly, Pin - 712311, state- West Bengal.

4. SMT. SANJUKTA MITRA, (PAN: AHUPM2281J, AADHAAR NO. 7050 9546 3313), wife of Sri Utpal Mitra, by occupation - Business, by faith Hindu, by Nationality - Indian Citizen, residing at 14/B/2, Raj Mohon Road, Post Office & Police Station - Uttarpara, District - Hooghly, Pin - 712258, state- West Bengal, hereinafter jointly called the "**DEVELOPERS**" (which term or expression shall unless excluded by or repugnant to the context be deemed to mean its successors in office, representatives, executors or assigns) represented by his constituted attorney and self **SRI ASHOKE GHOSH (PAN-ADSPG3315P)** son of Late Manicklal Ghosh, by faith-Hindu, by occupation- business, by nationality-Indian, residing at 08, Gopal Bag, P.O. & P.S. Chandannagar, District-Hooghly, Pin-712136 West Bengal, by a registered Development Agreement after Development Power of Attorney on 15.03.2021 being deed no. 2423 for the year 2021 of A.D.S.R. Janai, Hooghly of the **THIRD PART**.

WHEREAS ALL THAT piece and parcel of Rayat interested Land measuring an aggregated area (as per deed 17 Decimal) and as per

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recorded **15 (Fifteen) Decimal** more or less, out of which **(1) Bastu** Land measuring about **12 (Twelve) Decimal** more or less in sixteen annas, comprised in R.S. Dag No. 1702 corresponding L.R. Dag No. 2396. appertaining to L.R. Khatian No. 10281, **(2) Bastu** land measuring about **03 (Three) Decimal** more nor less in Sixteen Annas comprised in R.S. Dag No.1760, corresponding to L.R. Khatian No. 2397 appertaining to L.R. Khatian 10281, lying within **Mouza-Monoharpur**, J.L. No. 98, within **Dankuni Municipality, Ward No. 09** under the Jurisdiction of D.S.R.Office Chinsurah & A.D.S.R Office Janai, within Police Station Dankuni, in the District Hooghly, more fully particulars describe in the schedule hereunder written and hereinafter called referred to as the **“SAID LAND”**.

AND WHEREAS the Schedule mentioned property was originally belong to Smt. Laxmi Devi Yadav wife of Kedar Nath Yadav, of 28, Mahashri Debendra Road, Kalakar Street Police Station- Barabazer, Kolkata 700007. She got the said land by way of registered deed of sale, Which was registered at the office of the additional District Sub-Register- Janai, Hooghly and subsequently recorded in their Book No. I, Volume No. 35, Pages from 195-199, Being No, 2946 for the year 1979. Thereafter She used to lawfully owned, sized and peacefully possessed the said land without any interruption by paying the applicable taxes and rents in respect thereof to the competent authority and her name were duly recorded in L.R. Record of Right, Under L.R. Khatian No. 1746/1(In the name of Laxmi Devi Yadav) .

AND WHEREAS unfortunately said Smt. Laxmi Devi Yadav (Now Deceased) (Wife of kedar Nath Yadav) Died on 10/10/1996 leaving behind her husband namely Sri kedar Nath Yadav (Now Deceased) Two sons namely Sri Rajendra Kumar Yadav, Sri Ranjit Kumar Yadav and six daughters Namely Smt.Chandrakala Yadav, Smt, Urmila Devi Yadav , Smt. Purnima Devi Chowdhury, Smt Annapurna Gope, Smt. Kusum Sil, Smt. Pinki Chowdhuryas her legal heirs and successors according to hindu Succession Act. Be it noted that said kedar nath yadav (Now Deceased) died intestate on 07/12/2002. since the date of demise of said late Laxmi Devi Yadav and Late Kedar Nath Yadav the aboved named Sri Rajendra Kumar Yadav ,Sri Ranjit Kumar Yadav, Smt.Chandrakala Yadav, Smt, Urmila Devi Yadav, Smt. Purnima Devi Chowdhury, Smt Annapurna Gope, Smt. Kusum Sil, Smt. Pinki Chowdhury has been jointly owned, Holding, Possessing and enjoying the said land peacefully without any interruption and paying the applicable taxes and rents in respect thereof to the Competent Concern Authority.

AND WHEREAS due to inconvenience to look after, manage , control and sale of the said land, the above named Smt. Chandrakala Yadav in 04TH Day Of July 2003, by a General Power of Attorney, registered in Book No. IV, Volume Number 43 , Pages From 245 to 252, Being No. 2491 for the year 2003, Registered at the office of the Additional Registrar Assurance-III - Calcutta, appoint her broth are namely Sri Rajendra Kumar Yadav and Sri Ranjit Kumar Yadav, both are son late Kedar Nath yadav of 28, Mahashri Debendra Road, Kalakar Street Police Station- Barabazer, Kolkata 700007 (West Bengal) as her true and lawful attorney.

AND WHEREAS due to inconvenience to look after, manage, control and sale of the said land, the above named Smt. Chandrakala Yadav on 23rd day of June 2022, by General Power of Attorney, registered in Book No.I, Volume Number 1901-2022, pages from 321242 to 321263, Being No. 1901-06708 for the year 2022, registered at the office of Additional Registered Assurance -I-Calcutta, appoint her brother namely Sri Rajendra Kumar Yadav and Sri Ranjit Kumar Yadav, Both are son of late Kedar Nath Yadav, of 28, Maharshi Debendra Road, Kalakar Street, Police Station- Barabazar, Kolkata-700007 (West Bengal) as her true and lawful Attorney.

AND WHEREAS due to inconvenience to look after, manage, control and sale of the said land, the above named Smt.Purnima Debi Chowdhury on 11rd day of October 2002, by General Power of Attorney, registered in Book No .IV, Volume Number 64, pages from 173 to 180, Being No. 3735 for the year 2002, registered at the office of Additional Registered Assurance -III- Calcutta, appoint her brother namely Sri Rajendra Kumar Yadav and Sri Ranjit Kumar Yadav, Both are son of late Kedar Nath Yadav, of 28, Maharshi Debendra Road, Kalakar Street, Police Station- Barabazar, Kolkata-700007(West Bengal) as her true and lawful Attorney.

AND WHEREAS due to inconvenience to look after, manage, control and sale of the said land, the above named Smt. Annapurna Gope on 25rd day of June 2002, by General Power of Attorney registered in Book No. I, Volume Number 1901-2022, pages from 321220 to 321241, Being No. 190106707 for the year 2022, registered at the office of Additional Registered Assurance -I-Calcutta, appoint her brother namely Sri Rajendra Kumar Yadav and Sri Ranjit Kumar Yadav, Both are son of late Kedar Nath Yadav, of 28, Maharshi Debendra Road, Kalakar Street, Police Station- Barabazar, Kolkata-700007(West Bengal) as her true and lawful Attorney.

AND WHEREAS due to inconvenience to look after, manage, control and sale of the said land, the above named Smt. Kusum Sil on 23rd day of june 2022, by General Power of Attorney, registered in Book No.I, Volume

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Number 1901-2022, pages from 321198 to 321219, Being No. 190106706 for the year 2022, registered at the office of Additional Registered Assurance -I-Calcutta, appoint her brother namely Sri Rajendra Kumar Yadav and Sri Ranjit Kumar Yadav, both are son of late Kedar Nath Yadav, of 28, Maharshi Debendra Road, Kalakar Street, Police Station- Barabazar, Kolkata-700007(West Bengal) as her true and lawful Attorney.

AND WHEREAS due to inconvenience to look after, manage, control and sale of the said land, the above named Smt. Pinky Chowdhury on 19th day of September 2002, by General Power of Attorney, registered in Book No.IV, Volume Number 59, pages from 259 to 265, Being No. 3405, for the year 2002, registered at the office of Additional Registered Assurance -III-Calcutta, appoint her brother namely Sri Rajendra Kumar Yadav and Sri Ranjit Kumar Yadav, Both are son of late Kedar Nath Yadav, of 28, Maharshi Debendra Road, Kalakar Street, Police Station- Barabazar, Kolkata-700007 (West Bengal) as her true and lawful Attorney.

AND WHEREAS the above named Sri Rajendra Kumar Yadav Sri Ranjit Kumar Yadav, Smt.Chandrakala Yadav, Smt, Urmila Devi Yadav, Smt. Purnima Debi Chowdhury, Smt Annapurna Gope, Smt. Kusum Sil, Smt. Pinki Chowdhury, by Deed of Sale, Executed on 10th day of August 2022, registered in Book No.I, Volume Number 0602-2022, pages from 126568 to 126597, Being No. 060204592, for the year 2022, registered at the office of District Sub-Registered-III, Hooghly, Sold, Transferred and delivered possession of the said measuring and aggregated area of about 17 (Seventeen) Decimal more or less, out of which (1) Bastu land measuring about 12 (Twelve) Decimal more or less in sixteen annas, comprised in R,.S. Dag No. 1702 corresponding L.R. Dag No. 2396. Appertaining to L.R. Khatian No. 10281, (2) Bastu land measuring about 05 (Five) Decimal more or less in sixteen annas, comprised in R,.S. Dag No. 1760 corresponding L.R. Dag No. 2397,.Appertaining to L.R. Khatian No. 10281, lying within Mouza- Monoharpur, J.L. No. 98,withi the amdit of Dankuni Municipality, Ward No. 09 under the jurisdiction of A.D.S.R. Office Janai, within Police Station Dankuni, in District of Hooghly, in favour of Sri Nikhil Bandhu Ghosh. Thereafter said Sri Nikhil Bandhu Ghosh Lawfully Owned, seized and possessed and enjoyed the said land peacefully without any interruption and paying the applicable taxes and rents in respect thereof to the Govt. of West Bengal through the Collector of District Hooghly.

AND WHEREAS the above named Sri Rajendra Kumar Yadav ,Sri Ranjit Kumar Yadav, Smt.Chandrakala Yadav, Smt, Urmila Devi Yadav, Smt. Purnima Debi Chowdhury, Smt Annapurna Gope, Smt. Kusum Sil, Smt. Pinki Chowdhury, by Deed of Sale, Executed on 10th day of August 2022, registered in Book No.I, Volume Number 0602-2022, pages from

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126598 to 126627, Being No. 060204593, for the year 2022, registered at the office of District Sub-Registered-III, Hooghly, Sold, Transferred and delivered possession of the said measuring and aggregated area of about 17 (Seventeen) Decimal more or less, out of which (1) Bastu land measuring about 12 (Twelve) Decimal more or less in sixteen annas, comprised in R.,S. Dag No. 1702 corresponding L.R. Dag No. 2396. Appertaining to L.R. Khatian No. 10281,(2) Bastu land measuring about 05 (Five) Decimal more or less in sixteen annas, comprised in R.,S. Dag No. 1760 corresponding L.R. Dag No. 2397,appertaining to L.R. Khatian No. 10281, lying within Mouza- Monoharpur, J.L. No. 98,within the admit of Dankuni Municipality, Ward No. 09 under the jurisdiction of A.D.S.R. Office Janai, within Police Station Dankuni, in District of Hooghly, in favour of Sri Nikhil Bandhu Ghosh. Thereafter said Sri Nikhil Bandhu Ghosh Lawfully Owned, seized and possessed and enjoyed the said land peacefully without any interruption and paying the applicable taxes and rents in respect thereof to the Govt. of West Bengal through the Collector of District Hooghly.

AND WHEREAS The Owner herein after obtaining the said property by way of two Registered Deed of Sale became the absolute owner of the aforesaid land and took possession of the abovementioned property and he also duly mutated 15 decimal land comprised in (i) Bastu land measuring about 12 (Twelve) Decimal more or less in sixteen annas, comprised in R.,S. Dag No. 1702 corresponding L.R. Dag No. 2396. Appertaining to L.R. Khatian No. 10281,(ii) Bastu land measuring about 03 (Three) Decimal more or less in sixteen annas, comprised in R.,S. Dag No. 1760 corresponding L.R. Dag No. 2397) of his names in the land Reforms Record vide new L.R. Khatian No. 10281(stands in the name of the Owner herein).

AND WHEREAS the Owner herein prepare a (G+4) Building Plan for the construction of the building by the Architect/ Engineer/ L.B.S. and the said plan was sanction or approved by the concern Dankuni Municipality on 24.01.2024, Vide Building Permit Number:

SWS-OBPAS/1807/2023/0357 and the Owner herein also getting Conversion Certificate from the concerned B.L. & L.R.O. Office

("A" SCHEDULEABOVEREFERREDTO (ENTIRE PROPERTY)

ALL THAT piece and parcel of Rayat interested Land measuring an aggregated area (as per deed 17 Decimal) and as per recorded **15 (Fifteen) Decimal** more or less, out of which **(1) Bastu** Land measuring about **12 (Twelve) Decimal** more or less in sixteen annas, comprised in R.S. Dag No. 1702 corresponding L.R. Dag No. 2396. appertaining to L.R. Khatian No. 10281, **(2) Bastu** land measuring about **03 (Three) Decimal** more nor less

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in Sixteen Annas comprised in R.S. Dag No.1760, corresponding to L.R. Khatian No. 2397 appertaining to L.R. Khatian 10281, lying within **Mouza-Monoharpur**, J.L. No. 98, within **Dankuni Municipality, Ward No. 09** under the Jurisdiction of D.S.R. Office Chinsurah & A.D.S.R Office Janai, within Police Station Dankuni, in the District Hooghly, which is **butted and bounded by :-**

ON THE NORTH : R.S. Dag No. 1659 and 1703.

ON THE SOUTH : R.S. Dag No. 1691 and 1700.

ON THE EAST: Durgapur Expressway Road.

ON THE WEST: R.S. Dag No. 1701.

For which the annual rent is payable to the Collector Hooghly, for the State of West Bengal, through B.L. & L.R. Office, & Block Chanditala-II, respectively .

“B” SCHEDULE ABOVE REFERRED TO

(FLAT HEREBY SOLD)

ALL THAT PIECE AND PARCEL OF one self-contained residential one **Residential Flat** being **Flat No. on the Floor, in the -West side** and West Facing measuring about **Sq.Ft. Carpet area, Sq.Ft. Covered area** (including Super Builtup Area) more or less consisting of **Bed Rooms, Dining-Cum-Drawing Room, 1 (One) Kitchen, 2 (Two) Toilets & 1 (One) Balcony WITH TILES FLOOR & LIFT FACILITY** more or less **WITH CEMENTED FLOOR & LIFT FACILITY** situated in the new building " **UNIVERSAL TRADERS AND BUILDERS, Phase** " as shown in the plan annexed herewith and bordered with **“Red” colour** demarcating said flat therein forming a part of this Deed **TOGETHER WITH** undivided proportionate share of land with all easement right and with all right to use the common facilities and lift as mentioned in Schedule “C” below.

The B schedule property has been shown in the annexed plan in red ink and this plan is part and parcel of this deed.

The flat is butted & bounded by : -

ON THE NORTH:

ON THE SOUTH:

ON THE EAST:

ON THE WEST:

SCHEDULE "C" ABOVE REFERRED TO

(Common areas & Common facilities)

1. That main entrance, common path passage for common use, gates for building complex, foundation, column beam, outer wall between the contiguous flat.
2. Electric Meter place if any for common electric meters.
3. Common electric installations.
4. Common Lift, staircase and Landings, Common open area, Drainage, pipe line, water connections, overhead tank, underground reservoir or anything which has been made for common use, commonly with other shop/flat owners, the occupiers of the building and the owners.

SCHEDULE "D" ABOVE REFERRED TO INSTALLATIONS AND MAINTENANCE BY THE PURCHASERS

1. That the Purchaser shall maintain the inner portion of flat and decorate the same entirely at his own cost without affecting any deviation of the sanctioned plan and the structures/foundations of the building.
2. That for maintenance of outer wall and common portion on the building complex of the flat by common expenses and proportionate costs is to be borne by the purchaser.
3. That the Purchaser shall mutate his name in the Municipality in respect of their "B" schedule flat and shall pay tax to the

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Municipality for B schedule flat. The purchasers shall also pay proportionate annual rent to the Collector of Hooghly District in respect of the "B" schedule flat.

4. That the Purchaser shall be bound to join with the Association if formed by the occupiers of the building for maintenance of common portions and of the total building.
5. That the Purchaser shall pay maintenance charges only for common portion of the building for replacement, plastering, white washing painting, renovating, replacing, including of electric fittings, motor pumps and other electrical installations.
6. That the Purchaser shall pay proportionate cost for maintenance of staff, darwan, liftman if employed for the purpose of paying salary etc.
7. That the purchaser shall bear all expenses for maintaining Association, common passage of the building complex, common lighting, drains, etc. proportionately super built-up area as per.
8. To pay for the common electricity charges.
9. To pay for insurance of the building against earthquake, fires, mob damages or by civil commotions etc.
10. To pay the proportionate expenses in any matter, which involve with any common rights.\
11. That the Purchaser shall take separate electric meter in his names at his own cost and shall pay charges separately. The meter can be installed in the common meter space allocated in the building.

SCHEDULE "E" ABOVE REFERRED TO

(THE PURCHASER SHALL NOT DO THE FOLLOWING)

1. Not to damage any portion of common wall of the flat, ceiling beam, structure foundation by resting iron nail or by any means and shall not do any structural addition and alteration.
2. Not to plant heavy machinery, generator or any attachment embedded in the earth but be entitled to keep portable generator for emergency electric supply.
3. Not to use the B schedule flat for commercial or illegal purpose and which is objectionable to other flat owners.

4. Not to keep any goods or articles on the common passage and common areas or keeping refuses in the common place or passage.
5. Not to prevent other occupiers from enjoying the use of the common areas and facilities.
6. Shall not claim any exclusive right except the "B" schedule flat and common area required for use and enjoyment of the schedule mentioned flat.
7. Not to violate any rules or regulations of the Association for the common user and maintenance of common portions.
8. Not to store any inflammable, offensive, combustible, obnoxious, health hazardous or dangerous articles anywhere in the schedule mentioned flat.
9. Not to change the name of the Apartment **"UNIVERSAL TRADERS AND BUILDERS"**.
10. Not to cause any disturbance, nuisance, to the objection of other flat owners of the building standing on A. Schedule.
11. Not to obstruct the Vendor or the Association in maintaining the building.

SCHEDULE "F" ABOVE REFERRED TO

(Right, Easements, Quasi Easements and Appurtenance reserved for all owners of Flat)

1. The right of support and protection for the upper or lower flat by all parts of the building so far as the same now support and protect.
2. The right (in common for the Purchaser, his successors-in-title, the Owners or occupiers for the time being of the building or any part thereof and their respective servants and licensees) as hitherto enjoyed by the owners of Flats for access at all times for all purposes connected with the reasonable use and enjoyment of the Common Parts of the Building but not so as to prejudice or interfere with the exclusive right of the Purchaser if any.
3. Right of passage (in common for the Purchaser and others as aforesaid) of electricity, water etc. from and to any parts of the

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flats of other Owners through pipes, drains, wires etc. lying under, through or over the Flat so far as may be reasonably necessary for the beneficial occupation of the Flats of other Owners for all purposes.

4. The right (in common with the other Owners) with or without workmen and necessary materials to enter from time to time into or upon the flat for the purpose of repairing so far as may be necessary pipes, drains, wires and conduits as aforesaid and for the purpose of repairing or repainting any parts of the other Flats or for the purpose of cleaning the windows thereof (in so far as such repairs, repainting or cleaning as aforesaid cannot reasonably be carried out without such entry as is by this paragraph referred to and in all cases upon giving reasonable previous notice of their intention so to enter to the Purchaser or the Owner or occupier for the time being of the other Flats and making good to the reasonable satisfaction of the Purchaser or such other as aforesaid any damage caused to any part of the other Flats arising out of the exercise of the right reserved by this paragraph) and the right to enter and examine the condition of the Flat and to execute repairs therein.
5. The right (in common as aforesaid) to use for purposes only of access to and egress from the upper Flat the front entrance to the Building and that part of the entrance hall of the lower flat leading to the staircase to the upper flat and the exclusive right as aforesaid to use for such purpose as aforesaid the said staircase subject to the liability to keep the same clean and tidy and unimpeded by any obstruction.

IN WITNESS WHEREOF the parties hereto have doth hereunto set and subscribe their respective hands on the day, month and year first above written. As per Documents supplied by parties:

SIGNED, SEALED & DELIVERED by at Dankuni in the presence of:

WITNESSES :-

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Signature of the Constituted Attorneys on behalf of the Vendors as well as Partners of the Developers Firm namely Tirupati Enterprises

Drafted by :-

Sri Raja Bhattacharjee (Advocate)

Serampore Court, Hooghly.

Enrol No. F/311/2016

Typed by :-

Signature of the Purchaser

' CONSIDERATION

RECEIVED Rs.

only from the above named Purchaser.

SL. NO	DATE	BANK /CASH	PAY ODER NO/CHEQUE NO	AMOUNT
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Rs.

WITNESSES

1.

2.

Signature of the Owners/Developers