

DEED OF CONVEYANCE

THIS DEED OF CONVEYANCE is made on this day of ,
Two Thousand (202) of the Christian era BETWEEN :-

- 1) **SMT PINKY CHAKRABORTY (PAN AIZPC2357F)** Wife of Late Joy Chakraborty, by faith Hindu, by nationality Indian, by occupation Housewife, residing at 49, Adarsha Pally D.P Nagar, P.O & P.S Belgharia, Kolkata 700056, 2) **SMT ANIMA CHAKRABORTY (PAN AQNPC1604P)** by faith: Hindu, by occupation: House-wife, W/o. Late Tanmoy Chakraborty, resident of 63, Adarsha Pally, P.O & P.S Belghoria, Kolkata 700056, Dist: North 24 Parganas, West Bengal, 3) **SRI SOUMYA CHAKRABORTY (PAN ANBPC6864G)** Son of Late Uma Prasad Chakraborty, by faith Hindu, by nationality Indian, by occupation Service, residing at 63, Adarsha Pally D.P Nagar, P.O & P.S Belgharia, Kolkata 700056, and 4) **AMIT KUMAR SAHA (PAN APMP3745M)** son of Late Arun Kumar Saha, residing at 52, Sree Pally, Deshapriya Nagar, P.O & P.S Belgharia, Kolkata 700056, Dist 24 pgs(N), hereinafter referred and called to as the **"LAND OWNERS"** (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include their heirs, executors, successors, administrators, legal representatives and assigns) of the FIRST PART and land owner No 1 is represented by her lawful Constituted Attorney Sri Amit Kumar Saha son of Late Arun Kumar saha, faith Hindu, by occupation-Business, residing at 52, Sree Pally, Deshapriya Nagar, P.O & P.S Belghoria, kolkata 56, by registered developer Power of Attorney dated 11/08/2023 Registered at the office of A.D.S.R.O Belghoria and recorded in Book 1, Volume No. 1526-2023 , Pages 101639 to 101654,

M/S JAGADHATRI CONSTRUCTION
Amit Kumar Saha

Partner

Being No. 152603633, for the year 2023, and land owner No 2 is represented by her lawful Constituted Attorney Sri Amit Kumar Saha son of Late Arun Kumar saha, faith Hindu, by occupation-Business, residing at 52, Sree Pally, Deshapriya Nagar, P.O & P.S Belghoria, kolkata 56, by registered developer Power of Attorney dated 07/08/2023 Registered at the office of A.D.S.R.O Belghoria and recorded in Book 1, Volume No. 1526-2023 , Pages 99584 to 99599, Being No. 152603642, for the year 2023, and land owner No 3 is represented by his lawful Constituted Attorney Sri Amit Kumar Saha son of Late Arun Kumar saha, faith Hindu, by occupation-Business, residing at 52, Sree Pally, Deshapriya Nagar, P.O & P.S Belghoria, kolkata 56, by registered developer Power of Attorney dated 11/08/2023 Registered at the office of A.D.S.R.O Belghoria and recorded in Book 1, Volume No. 1526-2023 , Pages 101608 to 101622, Being No. 152603629, for the year 2023.

AND

MAA JAGADHATRI CONSTRUCTION (PAN ABXFM7789G), a Partnership Firm, having its registered office at 52, Sree Pally, Deshapriya Nagar, P.O & P.S Belghoria, kolkata 56, Dist 24 Pgs(N) represented by one of its partner SRI AMIT KUMAR SAHA (PAN APMP53745M) son of Late Arun Kumar Saha, by faith Hindu, by occupation-Business, hereinafter called and referred to as the **DEVELOPER** (which expression shall unless otherwise repugnant to the context be deemed to mean and include the said firm, its Directors executors, successors-in-office, legal representatives and assigns) of the **SECOND PART**.

AND

(PAN) (AADHAAR) W/o, S/o, D/o , by faith Hindu, by nationality Indian, by occupation, Housewife, residing at , hereinafter called and referred to as the **PURCHASER** (which expression shall unless excluded by or repugnant to the context be deemed to mean and include their respective heirs, executors, administrators, representatives and assigns) of the **THIRD PART**.

WHEREAS after partition of India a large number of residents of former East Pakistan crossed over and came to the territory of the state of West Bengal from time to time due to force of circumstances beyond their control.

AND WHEREAS the Government of West Bengal hereinafter referred to as the Government offered all reasonable facilities to such persons hereinafter referred to as Refugees for residence in West Bengal.

AND WHEREAS a considerable number of such people were compelled by circumstance to use vacant lands in the urban areas for homestead purpose.

AND WHEREAS one Sri Jyoti Prasad Chakraborty (now deceased), being a refugee displaced from East Pakistan now Bangladesh approached the Government of West Bengal for a plot of land for his rehabilitation.

AND WHEREAS the Government of West Bengal with the intent to rehabilitate the Refugees of East Pakistan now Bangladesh acquired a vast track of land at Mouza Basudebpur in C.S Dag No 141(Part) of the District 24 Parganas, now under the Dist North 24 Parganas in the urban area under the provision of L.D.P Act 1948/ L.A Act I of 1894 including the plot in occupation of the said Jyoti Prasad Chakraborty (now Deceased).

AND WHEREAS his Excellency, the Governor of the state of West Bengal by a registered Deed of gift executed on 03/08/1988 and registered in the office of the A.D.R Barasat, District North 24 Parganas, and recorded in Book No 1, Volume No 36, Pages 181 to 184 being No 2746 for the year 1988, gifted absolutely and forever the above mentioned plot of land measuring an area of 02 Cottahs 02 Chittaks and 30 sq.ft, be the same a little more or less comprised in E.P No 558A, S.P No 693/1, C.S Plot No 141(P), lying and situated at Mouza Basudebpur, J.L No 02, P.S Belghoria, Kolkata 700056, District 24 Parganas North in favour of Sri Jyoti Prasad Chakraborty (now deceased) Son of Late Provash Chakraborty.

AND WHEREAS thus by virtue of aforesaid Deed of Gift the said Sri Jyoti Prasad Chakraborty (now deceased) become the absolute owner of the said land measuring about 2(Two) Cottahs 2(two) Chittaks and 30 (Thirty) Sq.ft more or

less and thereafter duly mutated his name in the record of the Kamarhati Municipality by paying taxes and rents to the concerned authority and constructed a structure upon the said land for residential purpose and was enjoying the same without any disturbances from any corner whatsoever.

AND WHEREAS while in possession of the aforesaid property, the Said Sri Jyoti Prasad Chakraborty (now deceased) during his life time out of Natural love and affection by virtue of Registered Deed of Gift dated 15/11/2017 gifted the total land measuring about 2(Two) Cottahs 02 (Two) Chittaks and 30 (Thirty) Sq.ft more or less classified as Bastu together with 1573 sq.Ft pucca structure (820 sq ft area on ground floor and 753 sq ft area on first floor), lying and situated in Mouza Basudebpur, J.L No 02, E.P No 558A, S.P 693/1 comprised in C.S & R.S Dag No 141(P) under Ward No 25 of Kamarhati Municipality, premises No 49, Adarsha Pally, D.P Nagar, P.O & P.S Belghoria, Kolkata 700056, District North 24 Parganas North to his son namely Joy Chakraborty which was registered in the office of A.D.S.R Belghoria, North 24 Parganas and recorded in Book No 1, Volume No 1526-2017, Pages 105457 to 105475 being Deed No 152603738 for the year 2017.

AND WHEREAS thus by virtue of aforesaid Deed of Gift, said Joy Chakraborty become the absolute owner of the said property measuring an area 2(Two) Cottahs and 2 (two) Chittaks and 30 Sq.Ft more or less and duly mutated his name in the records of Kamarhati Municipality being Municipal Holding No 25 ward no 25 and was paying taxes and rents to the concerned authorities an Govt Sherastha.

AND WHEREAS the said Joy Chakraborty died intestate on 06/06/2023 leaving behind his wife namely Pinky Chakraborty and his only son Pranoy Chakraborty to hold and inherit the property of Joy Chakraborty.

AND WHEREAS the said Pranoy Chakraborty out of his of Natural Love and affection gifted his share/portion of land i.e., All THAT piece and parcel of the land measuring about 1(One) Cottah 1(One) Chittaks and 15(Fifteen) Sq.Ft more

or less together with two storied building measuring area **410 sq. ft.** on the Ground Floor (including Garage measuring 40 Sq.ft.) and measuring area **376.5 sq. ft.** on the First Floor, lying at Mouza – Basudebpur, J.L. No. 2, E.P No 558A, S.P No 693/1 Comprised in R. S. Dag No. 141/2707, under R. S. Khatian No. 1140 being municipal Holding No. 25, Ward No 25, 49 Adarsha Pally, D.P Nagar, P.O. Belgharia, within the ambit of Kamarhati Municipality, under P.S. Belgharia, District – North 24 Parganas, Pin – 700056, to his Mother namely Smt Pinky Chakraborty by virtue of Registered Deed of Gift dated 23/06/2023 which was registered in the office of A.D.S.R Office Belghoria and recorded in Book No I, Volume No 1526-2023, pages 77643 to 77660, being Deed No 152602857 for the year 2023.

AND WHEREAS by virtue of the law of inheritance and Gift Deed, the present land owner i.e., Smt Pinky Chakraborty become the sole and absolute owner of the plot of land measuring about 2 (Two) Cottahs, 2(Two) Chittaks and 30(Thirty) Sq.ft more or less together with two storied building measuring area **820 sq. ft.** on the Ground Floor (including Garage measuring 80 Sq.ft.) and measuring area **753 sq. ft.** on the First Floor Total constructed area 1573 **sq.ft**, which is lying and situated at Mouza Basudebpur, J.L No 02, C.S & R.S Dag No 141 (Part) and E.P No 558A, S.P No 693/1 under Ward No 25, Holding No 25 of Kamarhati Municipality, Premises No 49 Adarsha Pally, D.P Nagar, P.O & P.S Belgharia, Kolkata 700056, District 24 Parganas North, morefully described in **SCHEDULE "A"** herein below which is free from all encumbrances.

AND WHEREAS the land owner is desirous of developing and promote the said premises by constructing Multi storied building. But due to paucity of fund and lack of experience, she approached one Developer namely **MAA JAGADHATRI CONSTRUCTION** a Partnership Firm, being represented by its partners **1) SRI AMIT KUMAR SAHA,** and **2) SMT SUSMITA SAHA** for developing the said property according to the building plan to be approved and sanctioned by the Kamarhati Municipality.

AND WHEREAS the present land owners and the developer with a view to build a multi storied building entered into a registered development agreement duly registered on 07/08/2023 before the A.D.S.R.O Belghoria and recorded in Book No 1, Volume No 1526-2023, pages 99705 to 99745, being No 152603624 for the year 2023 and in pursuance of the said Development Agreement, the vendors herein also executed and registered a Developer Power of Attorney in favour of the partner of MAA JAGADHATRI CONSTRUCTION, namely SRI AMIT KUMAR SAHA, as her constituted Attorney, which was duly registered on 11/08/2023, before the A.D.S.R.O Belghoria and recorded in Book No 1, Volume No 1526-2023, Pages 101639 to 101654 being No 152603633 for the year 2023.

AND WHEREAS due to mistake in the said Development Power of Attorney the Deed No of the registered Development Agreement is wrongly mentioned as 3424 in place of 3624 as such a Registered Deed of Declaration was executed by the land owner being Deed No 152404066 for the year 2023 which is recorded in Book No 1, Volume No 1526-2023, Pages from 110955 to 110966.

WHEREAS after partition of India a large number of residents of former East Pakistan crossed over and came to the territory of the state of West Bengal from time to time due to force of circumstances beyond their control.

AND WHEREAS the Government of West Bengal hereinafter referred to as the Government offered all reasonable facilities to such persons hereinafter referred to as Refugees for residence in West Bengal.

AND WHEREAS a considerable number of such people were compelled by circumstance to use vacant lands in the urban areas for homestead purpose.

AND WHEREAS one Sri Kamala Prasad Chakraborty (now deceased), being a refugee displaced from East Pakistan now Bangladesh approached the Government of West Bengal for a plot of land for his rehabilitation.

AND WHEREAS the Government of West Bengal with the intent to rehabilitate the Refugees of East Pakistan now Bangladesh acquired a vast track of land at Mouza Basudebpur in C.S Dag No 141(Part) of the District 24 Parganas, now under the Dist North 24 Parganas in the urban area under the provision of L.D.P Act 1948/ L.A Act I of 1894 including the plot in occupation of the said Kamala Prasad Chakraborty (now Deceased).

AND WHEREAS his Excellency, the Governor of the state of West Bengal by a registered Deed of gift executed on 16/10/1992 and registered in the office of the A.D.R Barasat, District North 24 Parganas, and recorded in Book No 1, Volume No 21, Pages 81 to 84 being No 1521 for the year 1992, gifted absolutely and forever the above mentioned plot of land measuring an area of 01 Cottah 12 Chittaks and 08 sq.ft, be the same a little more or less comprised in E.P No 559, S.P No 694, C.S Plot No 141(P), lying and situated at Mouza Basudebpur, J.L No 02, P.S Belghoria, Kolkata 700056, District 24 Parganas North in favour of Sri Kamala Prasad Chakraborty (now deceased) Son of Late Provash Chandra Chakraborty.

AND WHEREAS thus by virtue of aforesaid Deed of Gift the said Sri Kamala Prasad Chakraborty (now deceased) become the absolute owner of the said land measuring about 1(One) Cottah 12(twelve) Chittaks and 08 (Eight) Sq.ft more or less and thereafter duly mutated his name in the record of the Kamarhati Municipality by paying taxes and rents to the concerned authority and constructed a structure upon the said land for residential purpose and was enjoying the same without any disturbances from any corner whatsoever.

AND WHEREAS the said Kamala Prasad Chakraborty died intestate on 29/05/2005 leaving behind his wife namely Smt Smritikana Chakraborty, one Son namely Tanmoy Chakraborty and one daughter namely Tapati Chanda to hold and inherit the property of the said Kamala Prasad Chakraborty.

AND WHEREAS said Tanmoy Chakraborty also died intestate on 24/03/2019 leaving behind his wife namely Anima Chakraborty, one son namely Shamik Chakraborty and one daughter namely Tanwi Mukherjee, to hold and inherit the share of late Tanmoy Chakraborty in the joint property.

AND WHEREAS the said Shamik Chakraborty and Tanwi Mukherjee out of love and affection gift their share in the undivided property to their mother namely ANIMA CHAKRABORTY which is registered on 07 Day Of August 2023 in the office of A.D.S.R Belghoria vide Deed No 152603625 for the year 2023 which is recorded in Book No 1, Volume No 1526-2023 pages 99685 to 99704 .

AND WHEREAS by way of the registered Gift Deed the Anima Chakraborty become the sole joint owner to hold and inherit the share of Tanmoy Chakraborty in the property.

AND WHEREAS the said Smritikana Chakraborty, Anima Chakraborty and the said Tapati Chanda above named, with a view to enjoy the property without any interferences from other co share decided to partition the said property by mets and bounds and executed a registered Deed of Partition in the office of A.D.S.R Belghoria on 07/08/2023 being Deed No 152603628 for the year 2023 which is recorded in Book No 1, Volume No 1526-2023 pages 99661 to 99684.

AND WHEREAS the said Smritikana Chakraborty after getting her property by way of registered partition Deed out of love and affection gifted the said property to her Daughter in law i.e., the present land owner way of registered Deed of Gift executed before the office of A.D.S.R Belghoria vide Deed No 152603639 for the year 2023 which is recorded in Book No 1, Volume No 1526-2023, pages 100170 to 100190 on 07/08/2023.

AND WHEREAS by way of law of inheritance and three different Deeds the present land owner become the absolute owner of plot of land measuring about 1 Chottah 02 chittaks and 36 Sq.ft bastu land lying and situated at

Mouza: Basudebpur, J. L. No.02, C.S & R.S Dag No. 141(Part), E.P No 559, S.P No 694, ward No 25, Holding No 35, Premises No 63, Adarsha Pally, P.O & P.S Belghoria, Kolkata 700056 more fully describe as **SCHEDULE B** under the jurisdiction of Kamarhati Municipality District North 24 parganas.

AND WHEREAS the land owners so desirous to develop and promote his land and due to paucity of fund of his own to meet the expenses the said development work has decided to entrust some experienced person for the same and with a view to develop or cause to be developed by constructing a multi storied building over the said plot of land more fully and particularly described in the **SCHEDULE A** herein below, hereinafter referred to as the SAID PROPERTY the developer herein approached the owner and expressed his intention to develop the under mentioned schedule of property according to the building plan to be approved and sanctioned by the Kamarhati Municipality.

AND WHEREAS in the aforesaid intention all the land lords herein jointly offer the present Second party i.e. the proprietor of MAA JAGADHATRI CONSTRUCTION Mr AMIT KUMAR SAHA to construct and develop the said property into multi storied building as per sanctioned plan of Kamarhati Municipality as specification with floors, plans, elevation, sections made in compliance with the statutory requirement in the said property at the cost of the developer and agreed to enter into an agreement for development on certain terms and condition stipulated hereunder and the developer herein also agreed to do the same.

AND WHEREAS by way of law of inheritance and three different Deeds the present land owner become the absolute owner of plot of land measuring about 1 Chottah 02 chittaks and 36 Sq.ft bastu land lying and situated at Mouza: Basudebpur, J. L. No.02, C.S & R.S Dag No. 141(Part), E.P No 559, S.P No 694, ward No 25, Holding No 35, Premises No 63, Adarsha Pally, P.O & P.S

Belghoria, Kolkata 700056 more fully describe as **SCHEDULE B** under the jurisdiction of Kamarhati Municipality District North 24 parganas.

AND WHEREAS the land owner is desirous of developing and promote the said premises by constructing Multi storied building. But due to paucity of fund and lack of experience, she approached one Developer namely **MAA JAGADHATRI CONSTRUCTION** a Partnership Firm, being represented by its partners **1) SRI AMIT KUMAR SAHA,** and **2) SMT SUSMITA SAHA** for developing the said property according to the building plan to be approved and sanctioned by the Kamarhati Municipality.

AND WHEREAS the present land owners and the developer with a view to build a multi storied building entered into a registered development agreement duly registered on 07/08/2023 before the A.D.S.R.O Belghoria and recorded in Book No 1, Volume No 1526-2023, pages 99600 to 99637, being No 152603641 for the year 2023 and in pursuance of the said Development Agreement, the vendors herein also executed and registered a Developer Power of Attorney in favour of the partner of MAA JAGADHATI CONSTRUCTION, namely SRI AMIT KUMAR SAHA, as her constituted Attorney, which was duly registered on 07/08/2023, before the A.D.S.R.O Belghoria and recorded in Book No 1, Volume No 1526-2023, Pages 99584 to 99599 being No 152603642 for the year 2023.

WHEREAS after partition of India a large number of residents of former East Pakistan crossed over and came to the territory of the state of West Bengal from time to time due to force of circumstances beyond their control.

AND WHEREAS the Government of West Bengal hereinafter referred to as the Government offered all reasonable facilities to such persons hereinafter referred to as Refugees for residence in West Bengal.

AND WHEREAS a considerable number of such people were compelled by circumstance to use vacant lands in the urban areas for homestead purpose.

AND WHEREAS one Sri Uma Prasad Chakraborty (now deceased), being a refugee displaced from East Pakistan now Bangladesh approached the Government of West Bengal for a plot of land for his rehabilitation.

AND WHEREAS the Government of West Bengal with the intent to rehabilitate the Refugees of East Pakistan now Bangladesh acquired a vast tract of land at Mouza Basudebpur in C.S Dag No 141(Part) of the District 24 Parganas, now under the Dist North 24 Parganas in the urban area under the provision of L.D.P Act 1948/ L.A Act I of 1894 including the plot in occupation of the said Uma Prasad Chakraborty (now Deceased).

AND WHEREAS his Excellency, the Governor of the state of West Bengal by a registered Deed of gift executed on 16/10/1992 and registered in the office of the A.D.R Barasat, District North 24 Parganas, and recorded in Book No 1, Volume No 21, Pages 85 to 88 being No 1522 for the year 1992, gifted absolutely and forever the above mentioned plot of land measuring an area of 01 Cottah 09 Chittaks and 15 sq.ft, be the same a little more or less comprised in E.P No 559A, S.P No 694/1, C.S Plot No 141(P), lying and situated at Mouza Basudebpur, J.L No 02, P.S Belgharia, Kolkata 700056, District 24 Parganas North in favour of Sri Uma Prasad Chakraborty (now deceased) Son of Late Provash Chandra Chakraborty.

AND WHEREAS thus by virtue of aforesaid Deed of Gift the said Sri Uma Prasad Chakraborty (now deceased) become the absolute owner of the said land measuring about 1(One) Cottah 9(Nine) Chittaks and 15 (fifteen) Sq.ft more or less and thereafter duly mutated his name in the record of the Kamarhati Municipality by paying taxes and rents to the concerned authority and constructed a structure upon the said land for residential purpose and was enjoying the same without any disturbances from any corner whatsoever.

AND WHEREAS while in possession of the aforesaid property, the Said Sri Uma Prasad Chakraborty (now deceased) during his life time out of Natural love and affection by virtue of Registered Deed of Gift dated 18/07/2008 gifted a part of land measuring about 10 (Ten) Chittaks 40 (Forty) Sq.ft out of total land

measuring about 1(one) Cottah 09 (Nine) Chittaks and 15 (fifteen) Sq.ft more or less classified as Bastu together with Cemented Flooring one Storied Asbestor Shaded residential house measuring about 101 sq.ft, lying and situated in Mouza Basudebpur, J.L No 02, E.P No 559A, S.P 694/1 comprised in C.S & R.S Dag No 141(P) under Ward No 25 of Kamarhati Municipality, premises No 63, Adarsha Pally, D.P Nagar, P.O & P.S Belgharia, Kolkata 700056, District North 24 Parganas to his son namely Soumya Chakraborty which was registered in the office of A.D.S.R Cossipore, Dumdum, North 24 Parganas and recorded in Book No 1, Volume No 144, Pages 305 to 310 being Deed No 5652 for the year 2008.

AND WHEREAS thus by virtue of aforesaid Deed of Gift, said Soumya Chakraborty become the absolute owner of the said property measuring an area 10(ten) Chittaks 40(Forty) Sq.Ft more or less and duly mutated his name in the records of Kamarhati Municipality being Municipal Holding No 34 ward no 25 and was paying taxes and rents to the concerned authorities an Govt. Sherastha.

AND WHEREAS subsequently the said Uma Prasad Chakraborty (now deceased) during his life time out of Natural love and affection by virtue of Registered Deed of Gift dated 28/11/2008 gifted a portion of land measuring about 5 (five) Chittaks 30 (Thirty) Sq.Ft out of total land measuring about 1(one) Cottah 09 (Nine) Chittaks and 15 (fifteen) Sq.ft more or less classified as Bastu together with Cemented Flooring one Storied Asbestor Shaded residential house measuring about 101 sq.ft more or less, lying and situated in Mouza Basudebpur, E.P No 559A, S.P 694/1 comprised in C.S & R.S Dag No 141(P) under Ward No 25 of Kamarhati Municipality, Premises No 63, Adarsha Pally, D.P Nagar, P.O & P.S Belgharia, kolkata 700056, District 24 Parganas North to his Daughter namely Shila Chakraborty which was registered in the office of A.D.S.R Cossipore, Dumdum, North 24 Parganas and recorded in Book No 1, Volume No 234, Pages 93 to 96 being Deed No 9169 for the year 2008.

AND WHEREAS thus by virtue of the aforesaid Deed of Gift, said Shila Chakraborty become the absolute owner of the said property measuring an area

5(Five) Chittaks 30(Thirty) Sq.Ft more or less and duly mutated her name in the records of Kamarhati Municipality being Municipal Holding No 33 ward no 25 and was paying taxes and rents to the concerned authorities an Govt. Sherastha.

AND WHEREAS being the absolute owner of the aforesaid property, the said Shila Chakraborty out of her of Natural Love and affection gifted her portion of land i.e., All THAT piece and parcel of the land measuring about 5(Five) Chittaks and 30(Thirty) Sq.Ft more or less together with Cemented Flooring one Storied Asbestor Shaded residential house measuring about 101 sq.ft, more or less, lying and sitauted in Mouza Basudebpur, E.P No 559A, S.P 694/1 comprised in C.S & R.S Dag No 141(P) under Ward No 25 of Kamarhati Municipality, being Municipal Holding No 33, Premises No 63 Adarsha Pally, D.P Nagar, P.O & P.S Belgharia, kolkata 700056, District 24 Parganas North, to her Brother namely Sri Soumya Chakraborty by virtue of Registered Deed of Gift dated 24/05/2023 which was registered in the office of A.D.S.R Office Belgharia and recorded in Book No I, Volume No 1526-2023, pages 62903 to 62922, being Deed No 152602281 for the year 2023.

AND WHEREAS by virtue of the aforesaid two different Gift Deeds, the present land owner i.e., Soumya Chakraborty become the sole and absolute owner of the plot of land measuring about 1 (One) Cottah and 25(Twenty Five) Sq.ft more or less together with **old dilapidated structure** measuring about 202 (Two Hundred Two) Sq.Ft more or less, which is lying and situated at Mouza Basudebpur, J.L No 02, C.S & R.S Dag No 141 (Part) and E.P No 559A, S.P No 694/1 under Ward No 25 of Kamarhati Municipality, Premises No 63 Adarsha Pally, D.P Nagar, P.O & P.S Belgharia, Kolkata 700056, District 24 Parganas North, morefully described in **SCHEDULE "C"** herein below which is free from all encumbrances.

AND WHEREAS the land owner is desirous of developing and promote the said premises by constructing Multi storied building. But due to paucity of fund and lack of experience, he approached one Developer namely **MAA JAGADHATRI**

CONSTRUCTION a Partnership Firm, being represented by its partners **1) SRI AMIT KUMAR SAHA,** and **2) SMT SUSMITA SAHA** for developing the said property according to the building plan to be approved and sanctioned by the Kamarhati Municipality.

AND WHEREAS the present land owners and the developer with a view to build a multi storied building entered into a registered development agreement duly registered on 07/08/2023 before the A.D.S.R.O Belghoria and recorded in Book No 1, Volume No 1526-2023, pages 99746 to 99786, being No 152603620 for the year 2023 and in pursuance of the said Development Agreement, the vendors herein also executed and registered a Developer Power of Attorney in favour of the Partner of MAA JAGADHATRI CONSTRUCTION, namely SRI AMIT KUMAR SAHA, as his constituted Attorney, which was duly registered on 11/08/2023, before the A.D.S.R.O Belghoria and recorded in Book No 1, Volume No 1526-2023, Pages 101608 to 101622 being No 152603629 for the year 2023.

WHEREAS the Government of West Bengal with the intent to rehabilitate the Refugees of East Bengal acquired a vast track of land at Mouza Basudebpur in C.S Dag No 141(P) of the District 24 Parganas, now under the Dist North 24 Parganas.

AND WHEREAS the state of West Bengal Sub divided the said vast track of land into small residential plots of land and one of such plot measuring 02 Cottahs 09 Chittaks and 16 sq ft, being a piece and parcel of homestead land in E.P No 558, S.P No 693, comprising in C.S Dag No 141(P) under J.L No 2, of Mouza Basudebpur.

AND WHEREAS his Excellency, the Governor of the state of West Bengal by a registered Deed of gift executed and registered in the office of the A.D.R

Barasat, District North 24 Parganas, and recorded in Book No 1, Volume No 37, Pages 53 to 56 being No 2714 for the year 1988, gifted absolutely and forever the above mentioned plot of land measuring an area of 02 Cottahs 09 Chittaks and 16 sq ft, be the same a little more or less, favour of Smt Usha Rani Chakraborty Wife of late Devi Prasad Chakraborty.

AND WHEREAS one Smt Usha Rani Chakraborty Wife of late Devi Prasad Chakraborty herein is seized and possessed of and sufficient entitled to ALL THAT piece and parcel of land measuring about 2(Two) Cottahs 9(Nine) Chittaks and 16 (Sixteen) sq ft more or less together with structure standing thereon lying and situated at Dist North 24 Parganas, Police station Belgharia, A.D.S.R Office Belgharia, under Kamarhati Municipality ward No 25, Holding No 29, Mouza Basudebpur, J.L No 02, C.S & R.S Dag No 141(P), Re Sa No 13, E.P No 558, S.P NO 693, morefully describe in the schedule hereunder written and hereinafter called the said property.

AND WHEREAS the said Usha Rani Chakraborty (now deceased) during her lifetime constructed a multi storied building as per sanctioned plan.

AND WHEREAS during his life time said Smt Usha Rani Chakraborty (now deceased), Wife of late Devi Prasad Chakraborty out of love and affection out of total land gifted a portion of land ad measuirng about 1(one) Cottah 5(Five) Chittaks along with two storied building (Ground floor 583 sft & 641 sft first floor area) total 1224 sq.ft building area executed a Deed of Gift in favour of her son namely Sri Pradip Chakraborty which is registered in the office of A.D.S.R Cossipur Dumdum being Deed No 6839, which is recorded in Book No I, Volume NO 167, Pages 195 to 204, for the year 2000.

AND WHEREAS now due to his urgent need of money Sri Pradip Chakraborty, son of Late Devi Prasad Chakraborty, the vendor herein

approached Sri Amit Kumar Saha, son of Late Arun Kumar Saha, the purchaser herein to sell **All That** piece and parcel of a plot of Bastu land measuring more or less 01 (one) cottah 05 (Five) chittacks along with two storied pucca building standing thereon measuring 583 sq.ft. on Ground Floor and 641 sq.ft on First Floor total 1224 sq.ft lying and situated at **Mouza – Basudebpur**, J.L. No.2, comprised in R.S. Dag No. 141(P), L.R Dag No 141/2707, L.R Khatian No 1575, E.P No 558, S.P No 693, within the local limits of Kamarhati Municipality, Ward No. 25, Holding No. 29, Adarsha Pally, D.P Nagar, P.O & P.S Belgharia, Kolkata 700056, District – North 24 Parganas, West Bengal, and under the Jurisdiction of A.D.S.R.O. Belgharia together with all easement rights thereto for a total consideration of **Rs...../- (.....) only**.

AND WHEREAS Sri Amit Kumar Saha, son of Late Arun Kumar Saha, the purchaser hereinafter being satisfied with the title of the property agreed to purchase the same and as per the present market value and accordingly offered the highest price of **Rs...../- (.....) only** for the absolute sale and transfer of the same and this was gladly accepted by the **VENDOR**.

AND WHEREAS the present land owner by way of registered Deed of conveyance dated 02/08/2023 being Deed No 152603512 for the year 2023 which is recorded in Book No 1, Volume No 1526-2023 pages 96782 to 96804 purchased the said property from the said Pardip Chakraborty.

AND WHEREAS the land owners so desirous to develop and promote his land into multi storied building and due to legal completion and paucity of fund of his own to meet the expenses the said development work has decided to entrust some experienced person for the same and with a view to develop or cause to be developed by constructing a multi storied building over the said plot of land more fully and particularly described in the **SCHEDULE D** herein

below, hereinafter referred to as the SAID PROPERTY the developer herein approached the owner and expressed his intention to develop the under mentioned schedule of property according to the building plan to be approved and sanctioned by the Kamarhati Municipality.

AND WHEREAS in the aforesaid intention all the land lord herein offer the present Second party i.e. MAA JAGADHATRI CONSTRUCTION a partnership Firm Represented by one of its partner Mr AMIT KUMAR SAHA to construct and develop the said property into multi storied building as per sanctioned plan of Kamarhati Municipality as specification with floors, plans, elevation, sections made in compliance with the statutory requirement in the said property at the cost of the developer and agreed to enter into an agreement for development on certain terms and condition stipulated hereunder and the developer herein also agreed to do the same.

AND WHEREAS the present land owners and the developer with a view to build a multi storied building entered into a Notarised development agreement.

WHEREAS after partition of India a large number of residents of former East Pakistan crossed over and came to the territory of the state of West Bengal from time to time due to force of circumstances beyond their control.

AND WHEREAS the Government of West Bengal hereinafter referred to as the Government offered all reasonable facilities to such persons hereinafter referred to as Refugees for residence in West Bengal.

AND WHEREAS a considerable number of such people were compelled by circumstance to use vacant lands in the urban areas for homestead purpose.

AND WHEREAS one Sri Kamala Prasad Chakraborty (now deceased), being a refugee displaced from East pakistan now Bangladesh approached the Government of West Bengal for a plot of land for his rehabilitation.

AND WHEREAS the Government of West Bengal with the intent to rehabilitate the Refugees of East Pakistan now Bangladesh acquired a vast track of land at

Mouza Basudebpur in C.S Dag No 141(Part) of the District 24 Parganas, now under the Dist North 24 Parganas in the urban area under the provision of L.D.P Act 1948/ L.A Act I of 1894 including the plot in occupation of the said Kamala Prasad Chakraborty (now Deceased).

AND WHEREAS his Excellency, the Governor of the state of West Bengal by a registered Deed of gift executed on 16/10/1992 and registered in the office of the A.D.R Barasat, District North 24 Parganas, and recorded in Book No 1, Volume No 21, Pages 81 to 84 being No 1521 for the year 1992, gifted absolutely and forever the above mentioned plot of land measuring an area of 01 Cottah 12 Chittaks and 08 sq.ft, be the same a little more or less comprised in E.P No 559, S.P No 694, C.S Plot No 141(P), lying and situated at Mouza Basudebpur, J.L No 02, P.S Belghoria, Kolkata 700056, District 24 Parganas North in favour of Sri Kamala Prasad Chakraborty (now deceased) Son of Late Provash Chandra Chakraborty.

AND WHEREAS thus by virtue of aforesaid Deed of Gift the said Sri Kamala Prasad Chakraborty (now deceased) become the absolute owner of the said land measuring about 1(One) Cottah 12(twelve) Chittaks and 08 (Eight) Sq.ft more or less and thereafter duly mutated his name in the record of the Kamarhati Municipality by paying taxes and rents to the concerned authority and constructed a structure upon the said land for residential purpose and was enjoying the same without any disturbances from any corner whatsoever.

AND WHEREAS the said Kamala Prasad Chakraborty died intestate on 29/05/2005 leaving behind his wife namely Smt Smritikana Chakraborty, one Son namely Tanmoy Chakraborty and one daughter namely Tapati Chanda to hold and inherit the property of the said Kamala Prasad Chakraborty.

AND WHEREAS said Tanmoy Chakraborty also died intestate on 24/03/2019 leaving behind his wife namely Anima Chakraborty, one son namely Shamik Chakraborty and one daughter namely Tanwi Mukherjee, to hold and inherit the share of late Tanmoy Chakraborty in the joint property.

AND WHEREAS the said Shamik Chakraborty and Tanwi Mukherjee out of love and affection gift their share in the undivided property to their mother namely ANIMA CHAKRABORTY which is registered on 07 Day Of August 2023 in the office of A.D.S.R Belghoria vide Deed No 152603625 for the year 2023 which is recorded in Book No 1, Volume No 1526-2023 pages 99685 to 99704 .

AND WHEREAS by way of the registered Gift Deed the Anima Chakraborty become the sole joint owner to hold and inherit the share of Tanmoy Chakraborty in the property.

AND WHEREAS the said Smritikana Chakraborty, Anima Chakraborty and Tapati Chanda with a view to enjoy the property without any interference from other co owners executed a registered partition Deed being No 152603628 for the year 2023 which is registered in the office of A.D.S.R Belghoria in between themself and partition the said property in mets and bounds by demarcating the property as LOT A, LOT B, and LOT C respectively.

AND WHEREAS the present vendor by way of the registered Deed of partition become the absolute owner of LOT C property which is more fully describe in the schedule below measuring about 9 Chittaks and 18 sq.ft more or less alongwith 100 sq.ft R.T Shed standing thereon which is lying and situated at Dist North 24 Parganas, Police station Belgharia, A.D.S.R Office Belgharia, under Kamarhati Municipality ward No 25, Holding No 35, Mouza Basudebpur, J.L No 02, C.S & R.S Dag No 141(P), E.P No 559, S.P NO 694.

AND WHEREAS now due to her urgent need of money Smt Tapati Chanda, Wife of Goutam Chanda, the vendor herein approached Sri Amit

Kumar Saha, son of Late Arun Kumar Saha, the purchaser herein to sell **All That** piece and parcel of Bastu land measuring more or less 9 Chittaks and 18 Sq.ft along with 100 Sq.ft R.T Shed standing thereon lying and situated at **Mouza – Basudebpur**, J.L. No.2, comprised in R.S. Dag No. 141(P), E.P No 559, S.P No 694, within the local limits of Kamarhati Municipality, Ward No. 25, Holding No. 35, 63 Adarsha Pally, D.P Nagar, P.O & P.S Belgharia, Kolkata 700056, District – North 24 Parganas, West Bengal, and under the Jurisdiction of A.D.S.R.O. Belgharia together with all easement rights thereto for a total consideration of **Rs...../- (.....) only.**

AND WHEREAS Sri Amit Kumar Saha, son of Late Arun Kumar Saha, the purchaser hereinafter being satisfied with the title of the property agreed to purchase the same and as per the present market value and accordingly offered the highest price of **Rs...../- (.....) only** for the sale and transfer of the same and this was gladly accepted by the **VENDOR**.

AND WHEREAS the present land owner by way of registered Deed of conveyance dated 07/08/2023 being Deed No 152603634 for the year 2023 which is recorded in Book No 1, Volume No 1526-2023 pages 99638 to 99660 purchased the said property from the said Tapati Chanda.

AND WHEREAS the land owners so desirous to develop and promote his land into multi storied building and due to legal completion and paucity of fund of his own to meet the expenses the said development work has decided to entrust some experienced person for the same and with a view to develop or cause to be developed by constructing a multi storied building over the said plot of land more fully and particularly described in the **SCHEDULE E** herein below, hereinafter referred to as the SAID PROPERTY the developer herein approached the owner and expressed his intention to develop the under

mentioned schedule of property according to the building plan to be approved and sanctioned by the Kamarhati Municipality.

AND WHEREAS in the aforesaid intention all the land lord herein offer the present Second party i.e. MAA JAGADHATRI CONSTRUCTION a partnership Firm represented by one of its partner Mr AMIT KUMAR SAHA to construct and develop the said property into multi storied building as per sanctioned plan of Kamarhati Municipality as specification with floors, plans, elevation, sections made in compliance with the statutory requirement in the said property at the cost of the developer and agreed to enter into an agreement for development on certain terms and condition stipulated hereunder and the developer herein also agreed to do the same.

AND WHEREAS the present land owners and the developer with a view to build a multi storied building entered into a Notarised development agreement.

WHEREAS after partition of India a large number of residents of former East Pakistan crossed over and came to the territory of the state of West Bengal from time to time due to force of circumstances beyond their control.

AND WHEREAS the Government of West Bengal hereinafter referred to as the Government offered all reasonable facilities to such persons hereinafter referred to as Refugees for residence in West Bengal.

AND WHEREAS a considerable number of such people were compelled by circumstance to use vacant lands in the urban areas for homestead purpose.

AND WHEREAS one Sri Uma Prasad Chakraborty (now deceased), being a refugee displaced from East pakistan now Bangladesh approached the Government of West Bengal for a plot of land for his rehabilitation.

AND WHEREAS the Government of West Bengal with the intent to rehabilitate the Refugees of East Pakistan now Bangladesh acquired a vast track of land at Mouza Basudebpur in C.S Dag No 141(Part) of the District 24 Parganas, now under the Dist North 24 Parganas in the urban area under the provision of

L.D.P Act 1948/ L.A Act I of 1894 including the plot in occupation of the said Uma Prasad Chakraborty (now Deceased).

AND WHEREAS his Excellency, the Governor of the state of West Bengal by a registered Deed of gift executed on 16/10/1992 and registered in the office of the A.D.R Barasat, District North 24 Parganas, and recorded in Book No 1, Volume No 21, Pages 85 to 88 being No 1522 for the year 1992, gifted absolutely and forever the above mentioned plot of land measuring an area of 01 Cottah 09 Chittaks and 15 sq.ft, be the same a little more or less comprised in E.P No 559A, S.P No 694/1, C.S Plot No 141(P), lying and situated at Mouza Basudebpur, J.L No 02, P.S Belgharia, Kolkata 700056, District 24 Parganas North in favour of Sri Uma Prasad Chakraborty (now deceased) Son of Late Provash Chandra Chakraborty.

AND WHEREAS thus by virtue of aforesaid Deed of Gift the said Sri Uma Prasad Chakraborty (now deceased) become the absolute owner of the said land measuring about 1(One) Cottah 9(Nine) Chittaks and 15 (fifteen) Sq.ft more or less and thereafter duly mutated his name in the record of the Kamarhati Municipality by paying taxes and rents to the concerned authority and constructed a structure upon the said land for residential purpose and was enjoying the same without any disturbances from any corner whatsoever.

AND WHEREAS while in possession of the aforesaid property, the Said Sri Uma Prasad Chakraborty (now deceased) during his life time out of Natural love and affection by virtue of Registered Deed of Gift dated 18/05/2009 gifted a part of land measuring about 09 (Nine) Chittaks 33 (Thirty Three) Sq.ft out of total land measuring about 1(one) Cottah 09 (Nine) Chittaks and 15 (fifteen) Sq.ft more or less classified as Bastu together with Cemented Flooring one Storied Asbestor Shaded residential house measuring about 101 sq.ft, lying and sitauted in Mouza Basudebpur, J.L No 02, E.P No 559A, S.P 694/1 comprised in C.S & R.S Dag No 141(P) under Ward No 25 of Kamarhati Municipality, premises No 63, Adarsha Pally, D.P Nagar, P.O & P.S Belgharia, Kolkata 700056, District North 24 Parganas to his son namely Chinmoy Chakraborty which was registered in the

office of A.D.S.R Cossipore, Dumdum, North 24 Parganas and recorded in Book No 1, Volume No 110, Pages 187 to 189 being Deed No 4352 for the year 2009.

AND WHEREAS thus by virtue of aforesaid Deed of Gift, said Chinmoy Chakraborty become the absolute owner of the said property measuring an area 09(Nine) Chittaks 33(Thirty Three) Sq.Ft more or less and duly mutated his name in the records of Kamarhati Municipality being Municipal Holding No 32 ward no 25 and was paying taxes and rents to the concerned authorities an Govt. Sherastha.

AND WHEREAS subsequently the said Chinmoy Chakraborty after getting the schedule below property constructed a one storied dwelling house measuring about 245 sq.ft pucca construction along with 103 sq.ft R.T Shed thereon and enjoying the property free from all encumbrances and interference from any corner.

AND WHEREAS the said Chinmoy Chakraborty (now deceased) during his life time out of Natural love and affection by virtue of Registered Deed of Gift dated 23/10/2021 being Deed No 152605088, wich is recorded in Book No 1, Volume No 1526-2021, pages 187540 to 187561 gifted the said property measuring about 09 (Nine) Chittaks and 33 (Thirty Three) sq.ft alongwith one storied dwelling house measuring about 245 sq.ft pucca construction along with 103 sq.ft R.T Shed standing thereon, lying and sitauted in Mouza Basudebpur, E.P No 559A, S.P 694/1 comprised in C.S & R.S Dag No 141(P) under Ward No 25 of Kamarhati Municipality, PremisesNo 63, Adarsha Pally, D.P Nagar, P.O & P.S Belgharia, kolkata 700056, District 24 Parganas North to his Son Sandip Chakraborty which was registered in the office of A.D.S.R Belghoria, North 24 Parganas and recorded in Book No 1, Volume No 1526-2021, Pages 187540 to 187561 being Deed No 152605088 for the year 2021.

AND WHEREAS by virtue of the aforesaid Gift Deed, the present land owner i.e., Sandip Chakraborty become the sole and absolute owner of the plot of land

measuring about 09 (Nine) Chittaks and 33(Thirty Three) Sq.ft more or less together with **old dilapidated structure** measuring about 245 (Two Hundred Forty Five) Sq.Ft pucca construction and 103 sq.ft R.T Shed, which is lying and situated at Mouza Basudebpur, J.L No 02, C.S & R.S Dag No 141 (Part) and E.P No 559A, S.P No 694/1 under Ward No 25 of Kamarhati Municipality, Premises No 63 Adarsha Pally, D.P Nagar, P.O & P.S Belgharia, Kolkata 700056, District 24 Parganas North, morefully described in **SCHEDULE "A"** herein below which is free from all encumbrances.

AND WHEREAS now due to his urgent need of money Sri Sandip Chakraborty, son of Chinmoy Chakraborty, the vendor herein approached Sri Amit Kumar Saha, son of Late Arun Kumar Saha, the purchaser herein to sell **All That** piece and parcel of Bastu land measuring more or less 9 Chittaks and 33 Sq.ft along with **old dilapidated structure** measuring about 245 (Two Hundred Forty Five) Sq.Ft pucca construction and 103 sq.ft R.T Shed standing thereon lying and situated at **Mouza – Basudebpur**, J.L. No.2, comprised in R.S. Dag No. 141(P), E.P No 559A, S.P No 694/1, within the local limits of Kamarhati Municipality, Ward No. 25, Holding No. 32, 63 Adarsha Pally, D.P Nagar, P.O & P.S Belgharia, Kolkata 700056, District – North 24 Parganas, West Bengal, and under the Jurisdiction of A.D.S.R.O. Belgharia together with all easement rights thereto for a total consideration of **Rs...../-** (**.....**) **only**.

AND WHEREAS Sri Amit Kumar Saha, son of Late Arun Kumar Saha, the purchaser hereinafter being satisfied with the title of the property agreed to purchase the same and as per the present market value and accordingly offered the highest price of **Rs...../-** (**.....**) **only** for the sale and transfer of the same and this was gladly accepted by the **VENDOR**.

AND WHEREAS the present land owner by way of registered Deed of conveyance dated 17/08/2023 being Deed No 152603849 for the year 2023 which is recorded in Book No 1, Volume No 1526-2023 pages 104245 to 104267 purchased the said property from the said Sandip Chakraborty.

AND WHEREAS after purchasing the said property the present Land owner discover that the as per the mother Deed of Uma Prasad Chakraborty the remaining land after the previous two gift Deeds i.e Deed No 5652 & Deed No 9169 is 08 Chittaks and 35 Sq.Ft and as such a Deed of Declaration was executed by the present Land owner vide Deed No 152605556 for the year 2023 which is recorded in Book No 1, Volume No 1526-2023 pages 156854 to 156869 wherein the declarant has declare his property as per present Schedule.

AND WHEREAS the land owners so desirous to develop and promote his land into multi storied building and due to legal completion and paucity of fund of his own to meet the expenses the said development work has decided to entrust some experienced person for the same and with a view to develop or cause to be developed by constructing a multi storied building over the said plot of land more fully and particularly described in the **SCHEDULE F** herein below, hereinafter referred to as the SAID PROPERTY the developer herein approached the owner and expressed his intention to develop the under mentioned schedule of property according to the building plan to be approved and sanctioned by the Kamarhati Municipality.

AND WHEREAS in the aforesaid intention all the land lord herein offer the present Second party i.e. MAA JAGADHATRI CONSTRUCTION a partnership Firm represented by one of its partner Mr AMIT KUMAR SAHA to construct and develop the said property into multi storied building as per sanctioned plan of Kamarhati Municipality as specification with floors, plans, elevation, sections made in compliance with the statutory requirement in the said property at the cost of the developer and agreed to enter into an agreement for development

on certain terms and condition stipulated hereunder and the developer herein also agreed to do the same.

AND WHEREAS the present land owners and the developer with a view to build a multi storied building entered into a Notarised development agreement.

AND WHEREAS on being empowered and authorized by the land owners of the vendors the developer herein started construction of the building thereon as per plan for a multistoried building which will sanction and approve by Kamarhati Municipality.

AND WHEREAS under the aforesaid Developer Agreement the land owners/vendors specifically granted right to the developer to enter into Agreement for Sale of flat car parking space of the building and the land owners/vendors authorized the developer to sale transfer the flat/car parking space in the said building and enter into contract and agreement in connection herewith to any intending PURCHASER/purchasers said and except the allocated portion of the land owners/vendors in terms of the development agreement.

AND WHEREAS the PURCHASER has been satisfied with the right title and interest of the land owners/vendors in respect of the property and the authority of the Developer.

AND WHEREAS the PURCHASER has been interested to purchase one Flat on _____ floor _____ side being Flat No _____, measuring about _____ Sq.Ft super built up area as mentioned in the second schedule together with undivided proportionate share or interest in the land comprised in the said premises appertaining to the Flat intended to be owned by the PURCHASERS on the said premises as described in the first schedule hereunder written.

AND WHEREAS at the request of the PURCHASER the land owners/vendors and the Developer herein agreed to sell transfer and conveyed the undivided impartable share in the land comprised in the said premises and attributable to the said Flat on the properties measuring about _____ **Sq.Ft more or less** Super Built up area (which include covered area (Box Window area include in Covered area)+ proportionate share of stair +lift+ lift room + 25% super built up area), on _____ floor, at a consideration price of (_____ X Rs _____/- per Sq.Ft) **Rs. _____/- (Rupees _____) only** according to the terms and conditions and after full and final payment and after been satisfied by the construction of the developer and the raw material used by him the purchaser is agreed to purchase the Flat and now this indenture.

NOW THIS INDENTURE WITNESSETH :-

THAT in pursuance of the Agreement and in Consideration of the sum of **Rs. _____/- (Rupees _____) only** , paid by the Purchaser to the Developer herein in the manner stated in the Memo of Consideration written hereunder, the Land Owners and the Developer doth hereby grant, sell , transfer, convey, assign and assure unto the Purchaser ALL THAT the **Flat** _____ Facing, measuring about _____ Sq.Ft super built up area on the _____ **Floor** Being Flat No _____ togetherwith undivided share of land on which the building has been constructed comprised lying and situated at **Mouza – Basudebpur**, J.L. No.2, comprised in R.S. Dag No. 141(P) & 141/2707, R.S & L.R Khatian No 558, 559A, 694, 693, 1140, 1575, 558A, within the local limits of Kamarhati Municipality, Ward No. 25, Holding No. 35, premises No 63, Adarsha Pally, D.P Nagar, P.O & P.S Belgharia, Kolkata 700056, District – North 24 Parganas, West Bengal, within the jurisdiction of the office of A.D.S.R Belgharia, morefully and particularly described in the SECOND SCHEDULE hereunder written having a super built up area of _____ **sq ft**. That the said Flat _____ side

consist of _____ sq. ft. (Super Built up area) more or less including proportionate share of the common use areas and appurtenance as shown in the building plan. TOGETHER WITH the right in common with the other Purchasers acquiring similar rights to enjoy and possess all common road, passage, open spaces , rights and privileges in any wise appertaining thereto or reputed to belong to the estate right , title , interest , claim and demand of the land Owners/Vendors into and upon the said land proportionately upon incurring proportionate expenses for the said common portion so constructed and TO HAVE AND TO HOLD the same absolutely in the manner aforesaid forever and free from all encumbrances, charges, trusts , liens , claims and demands whatsoever. The property thus purchased by the Purchaser being particularly described in the SECOND SCHEDULE hereunder written and the Purchaser shall have the right to own use and occupy the said Flat so constructed exclusively and the common parts in common with other co-owners, Purchasers and Occupiers of the said building. Such common parts are being described and mentioned in the THIRD SCHEDULE hereunder written subject to and governed by such rights and obligations as set forth in the FOURTH SCHEDULE hereunder written AND ALSO SUBJECT TO the Purchaser paying and discharging taxes and impositions and maintenance charges of the said Flat and the common expenses as are mentioned in the FIFTH SCHEDULE hereunder written proportionately and all other outgoings in connection with the said Flat wholly and the said building proportionately.

THE LAND OWNERS/VENDORS AND THE DEVELOPER BOTH HEREBY COVENANT WITH THE PURCHASER as follows:-

- Notwithstanding anything heretofore done or suffered to the contrary, the Land Owners/Vendors and the Developer has good and absolute right title and interest and authority to convey the Flat measuring about _____ Sq.Ft super built up area on the _____ Floor _____ facing along with undivided proportionate share in

the said piece or parcel of land described in the First Schedule hereto and all the common rights, privileges, appurtenances there under belonging and hereby sold, conveyed and transferred to the Purchaser in the manner aforesaid and that the Land Owners/Vendors and the Developer have not done or knowingly suffered anything whereby the said property may be encumbered or impeached in estate, title or otherwise.

- There are no encumbrances , charges, trusts , liens, attachments, claims or demands whatsoever nor subsisting on the property and that the same is not the subject matter of any suit litigation or proceedings and has not been offered as a Security or otherwise to any Court or Revenue Authority.
- The Land Owners/Vendors and the Developer shall and will at all times indemnify and keep indemnified and save harmless the Purchaser against all claims and demands whatsoever in respect of the said Flat hereby sold and conveyed and make good to the Purchaser all losses, costs and expenses, if he may be put or obliged to incur or suffered by reason of any defect or efficiency in the title of the Land Owners /Vendors to the said property or any mistake or other particulars of the said Flat.
- The Purchaser shall henceforth peaceably and quietly hold possess and enjoy the rents and profits derivable from and out of the said Flat without any hindrance, interruption or disturbance from or by the Land Owners/Vendors and the Developer or any person or persons claiming through or under or in trust for the Land Owners/Vendors and without any lawful hindrance, interruption or disturbance by any other person or persons whomsoever.
- All the Taxes, land revenue and impositions payable in respect of the said property up to the date of possession has been fully paid by the Land Owners/Vendors and the Developer. And all the tax liabilities after possession shall be borne by the Purchaser herein.

- The Land Owners/Vendors and the Developer shall do and execute at the expenses of the Purchaser all such further acts, deeds and things etc. as may be reasonably required by the Purchaser for better or further affecting and assuring the Conveyance hereby made or the title of the Purchaser to the property hereby sold and conveyed.
- The Purchaser shall have full proprietary right and interest in the said Flat and shall be entitled to sell, transfer, mortgage, let out or lease out in any manner and mutate his name in the Kamarhati Municipality without seeking any consent from the Land Owners/Vendors or any other Flat Owners or the Association thereof.

Bastu land measuring more or less **6 Chottahs 13 Chittaks and 09 sq.ft** along with **old dilapidated structure** standing thereon lying and situated at **Mouza – Basudebpur**, J.L. No.2, comprised in R.S. Dag No. 141(P) & 141/2707, R.S & L.R Khatian No 558, 559A, 694, 693, 1140, 1575, 558A, within the local limits of Kamarhati Municipality, Ward No. 25, Holding No. 35, premises No 63, Adarsha Pally, D.P Nagar, P.O & P.S Belgharia, Kolkata 700056, District – North 24 Parganas, West Bengal, within the jurisdiction of the office of A.D.S.R Belgharia which is butted and bounded by.

ON THE NORTH : 27 wide municipal road

ON THE SOUTH: 12 ft wide Municipal Road

ON THE EAST : other house

ON THE WEST: Sonar Bangla School & House of other

THE SECOND SCHEDULE ABOVE REFERRED

(DESCRIPTION OF THE PURCHASE PROPERTY)

All that piece and parcel of one flat situated on _____ **Floor** _____ **Side, being Flat No ____ with Tiles flooring**, standing on the premises mentioned in the first schedule herein above measuring about

_____ Sq. ft. super built up on, together with undivided proportionate share of land and One open Garage measuring about 200 Sq.Ft in the said premises known and identified as JAGADHATRI Apartment under Kamarhati Municipality ward No 25, Holding No 35, P.S Belghoria, Dist 24 Pgs(N) premises No 69, Adarsha Pally, D.P Nagar, P.O & P.S Belghoria, Kolkata 700056 under, Additional District Sub-Registry Office Belghoria,, in the District of North 24 Parganas.

ON	THE	NORTH	:
ON	THE	SOUTH	:
ON	THE	EAST	:
ON THE WEST :			

THE THIRD SCHEDULE ABOVE REFERRED TO

(The Common areas and facilities are)

- The land or space lying vacant within the said premises.
- The foundation columns, girders, beams, supports, main walls, main gate, roof, lift and lift room, corridor of the premises and the passages, landings to the building.
- The installation for common service such as the drainage system in the premises water supply arrangement in the premises and electric connection and other civic amenities if any to the premises.
- Reservoir on the roof of the Top Floor of the building pump, deep tube well, motor pipes, ducts and all apparatus and installations in the premises for common use.

THE FOURTH SCHEDULE ABOVE REFERRED TO

(Rights and Obligations of the Purchaser)

- THAT the Purchaser shall and will own use and enjoy the said Flat _____ side measuring super built up area of _____ sq. ft. on the _____ Floor together with rights in common with all other persons lawfully entitled thereto all sewers, drains,

water sources and all proportionate rights in respect of all the common areas mentioned in the Third Schedule above written.

- THAT the Purchaser shall become and remain member of the Society or Association to be formed by the owners of the other undivided share in the said property fully described in the First Schedule above written for the purpose of attending to safeguard and maintain all matters of common interest like repairs, white washing, colour washing or painting of the common parts or the building and repairing roads, compound, walls and other amenities.
- THAT the Purchaser shall observe and perform all the terms and bye laws and the rules and regulations of the said Society or Association formed by the Flat Owners. The Purchaser shall have to borne all the Tax liabilities of the said Flat and also the Maintenance Charges.
- THAT the Purchaser shall be liable to pay direct to the Municipality and/or appropriate authorities towards the payment of Municipal Taxes in respect of the said Flat and other outgoings proportionately in respect of the said plot of land and/or the premises from the date of taking possession and in case , where the said payment shall not be directly made to the Municipality and/or any statutory authorities as aforesaid, the same shall be made over by the Purchaser to the Association or Society of the Purchaser.
- THAT the Association of the flat Owners shall be formed by the Purchaser herein jointly with all other similar Flat Owners in the building and submit the building to the provisions of the West Bengal Apartment Ownership Act., 1972 and to that effect, the Purchaser shall and will sign and execute all forms, returns, declarations and documents as may from time to time become necessary.
- THAT the Purchaser's undivided interest in the said soil or land described in the First Schedule hereunder written and the interest in common areas shall remain joint for ever with the other Owners of

the other Flats of the said building and it is being further declared that the interests in the said soil or the said plot of land is impartibly.

**THE FIFTH SCHEDULE ABOVE REFERRED TO
(The Common Expenses)**

- The expenses of maintaining , repairing , reconstructing and renewing the main structure and drainage system, rain water discharge arrangements, arrangements for supply of electricity and all other common areas contained in the said premises.
- The costs of cleaning and lighting the entrance of the building the passage and spaces around the building lobbies, corridors etc.
- Cost of repairs and decoration of the exterior portion of the building.
- All taxes, levies and impositions, deposits, etc. for the premises as a whole.
- All litigation costs relating to the common parts and common interest in the building.
- Such expenses as would be necessary for or incidental to the said maintenance and up-keep the premises and the common areas, facilities and amenities.

IN WITNESSES WHEREOF both the parties have put their respective signatures over this deed on the date, month and year first above written.

WITNESSES

1.

**SIGNATURE OF LAND
OWNERS/VENDORS**

2.

Drafted and prepared by me

SIGNATURE OF THE DEVELOPER

Advocate Barrackpore court

SIGNATURE OF THE PURCHASER

MEMO OF CONSIDERATION

RECEIVED a sum of **Rs.** _____/- (**Rupees**
_____) **only** as full and final payment from the
purchaser against the Flat _____ side measuring about _____ sq ft
Super built up area & _____ **Sq.Ft Carpet area** in _____ floor being
Ward No. 25, Holding No. 35, premises No 63, Adarsha Pally, D.P Nagar, P.O &
P.S Belgharia, Kolkata 700056, District – North 24 Parganas, West Bengal,
Cheque Bank Dated Amount

Total **Rs.** _____/- (**Rupees** _____) **only**

MAN JAGADHATRI CONSTRUCTION
Amit Kumar Saha

Partner

Signature of Developer