

DEED OF SALE

THIS DEED OF SALE is made on the day of
in the English Calendar year of the Two Thousand Twenty Four (2024)

BY AND BETWEEN

Cont....P/2

1. SMT. UMA BANERJEE, having PAN No.AXAPB2062J, Aadhaar No.696531121100, Wife of Late Sita Nath Banerjee, by faith - Hindu, by Nationality – Indian, by Occupation – Housewife, residing at 40, Sashipada Sashipada Institute Lane, Kolkata – 700035, P.O. Alambazar, P.S. Baranagar, District – North 24 parganas **AND 2. SRI RANJAN BANERJEE, having PAN No. BLSPB4413N, Aadhaar No. 306426423075,** Son of Late Sitanath Banerjee, by faith - Hindu, by Nationality – Indian, by Occupation – Retired person, residing at 40, Sashipada Sashipada Institute Lane, Kolkata – 700035, P.O. Alambazar, P.S. Baranagar, District – North 24 parganas, **AND 3. SMT. LILI BANERJEE, having PAN No. AYIPB5893Q, Aadhaar No. 908296442794,** Wife of Late Raghunath Banerjee, by faith - Hindu, by Nationality – Indian, by occupation - Housewife, residing at 5/A, Sashi Bhusan Ghosh Lane, Serampore, Mahesh, P.O. Mahesh, Pin Code - 712202, P.S. Serampore, District – Hooghly, presently residing at 1F, Hill Apartment, 87, R.N. Tagore Road, Laldighi, Behind Disha Eye Hospital, P.O. Laldighi, P.S. Baharampur, Pin Code - 742101, District – Murshidabad; **AND 4. SMT. KUHU BANDYOPADHYAY alias SMT. KUHU LAHIRI, having PAN No. AJBPB0327R, Aadhaar No. 230470404124,** Daughter of Late Raghunath Banerjee, by faith - Hindu, by Nationality – Indian, by Occupation - Housewife, residing at 7A/1, H.M. Goswami Street, P.O. Mahesh, Pin Code - 712201 P.S. Serampore, District – Hooghly; **AND 5. SRI BIPLAB BANDYOPADHYAY, having PAN No. AFJPB1156J, Aadhaar No.704988071727,** Son of Late Raghunath Bandyopadhyay, by faith - Hindu, by Nationality – Indian, by Occupation – Service holder, residing at 5/A, Sashi Bhusan Ghosh Lane, Serampore, Mahesh, P.O. Mahesh, Pin Code - 712201 P.S. Serampore, District – Hooghly, presently residing at 1F, Hill Apartment, 87, R.N. Tagore Road, Laldighi, Behind Disha Eye Hospital, P.O. Laldighi, P.S. Baharampur, Pin Code - 742101, District - Murshidabad; **6. SMT. SOMA BAGCHI, having PAN No.CIIPB6538A, Aadhaar No. 306228331677,** Daughter of Late Gour kishore Banerjee, by faith - Hindu,

by Nationality – Indian, by Occupation - Housewife, residing at 112, G.L.T Road, Kolkata – 700035, P.O. Alambazar, P.S. Baranagar, District – North 24 Parganas **AND 7. SMT. RENUKA MUKHERJEE, having PAN No. BYEPM0291G, Aadhaar No. 863018188214,** Daughter of Late Monmathanath Banerjee, by faith - Hindu, by Nationality – Indian, by Occupation - Housewife, residing at Village – Chandipur, Jhargram, P.O. & P.S. Jhargram, District – Jhargram, Pin No.721507 **AND 8. SRI ASIM KUMAR BANERJEE, having PAN No. AFWPB5321C, Aadhaar No. 991957365249,** Son of Late Monmathanath Banerjee, by faith - Hindu, by Nationality – Indian, by faith - Hindu, by Nationality – Indian, by Occupation – Retired Person, residing at 40, Sashipada Sashipada Institute Lane, Kolkata – 700035, P.O. Alambazar, P.S. Baranagar, District – North 24 parganas, **AND 9. SRI ALOKE BANERJEE, having PAN No.ADMPB8552F, Aadhaar No. 410069108037,** Son of Late Monmathanath Banerjee, by faith - Hindu, by Nationality – Indian, by Occupation – Retired Person, residing at 39, Sashipada Sashipada Institute Lane, Kolkata – 700035, P.O. Alambazar, P.S. Baranagar, District – North 24 parganas, **AND 10. SRI TAPAN KUMAR BANDYOPADHYAY, having PAN No.AEQPB3000B, Aadhaar No.425665355194,** Son of Late Monmathanath Banerjee, by faith - Hindu, by Nationality – Indian, by Occupation – Retired Person, residing at 40, Sashipada Sashipada Institute Lane, Kolkata – 700035, P.O. Alambazar, P.S. Baranagar, District – North 24 parganas, **AND 11. “SUK CONSTRUCTION”** “a Proprietorship Firm” having it’s **PAN No. AMRPD3566B,** carrying on its business at 2, Ray Jatindranath Chowdhury Lane, P.O. & P.S. Baranagar, Kolkata – 700036, District – North 24 Parganas, represented by its sole Proprietor **SRI ABHISHEK DAS, having PAN No. AMRPD3566B,** Son of Late Sukumar Das, by faith – Hindu, by nationality – Indian, by occupation – Businessman, residing at 2, Ray Jatindranath Chowdhury Lane, P.O. & P.S. Baranagar, Kolkata – 700036, District – North 24 Parganas; hereinafter jointly and/or collectively called and/or referred to as the **LAND OWNERS** (which

expression shall unless excluded by or repugnant to the context be deemed to mean and include their heirs, executors, administrators, legal representatives & assigns) of the **FIRST PART**.

AND

“SUK CONSTRUCTION”, “a Proprietorship Firm” having its **PAN No. AMRPD3566B**, carrying on its business at 2, Ray Jatindranath Chowdhury Lane, P.O. & P.S. Baranagar, Kolkata – 700036, District – North 24 Parganas, represented by its sole Proprietor **SRI ABHISHEK DAS**, having **PAN No. AMRPD3566B & Aadhaar No. 592323856662**, Son of Late Sukumar Das, by faith – Hindu, by nationality – Indian, by occupation – Businessman, residing at 2, Ray Jatindranath Chowdhury Lane, P.O. & P.S. Baranagar, Kolkata – 700036, District – North 24 Parganas, hereinafter called and/or referred to as **DEVELOPER** (which expression shall unless excluded by or repugnant to the context be deemed to mean and include his heirs, executors, administrators, legal representatives & assigns) of the **SECOND PART**.

AND

1. _____, having **PAN No.** _____, **Aadhaar No.** _____, Son of Sanat Chatterjee, by faith – Hindu, by nationality – Indian, by occupation – Teacher, residing at Premises No. 49, Sashipada Institute Lane, Kolkata – 700035, P.O. Alambazar, P.S. Baranagar, District – North 24 Parganas; **AND 2. SMT.** _____, having **PAN No.** _____, **Aadhaar No.** _____, Daughter/Son of _____, by faith – Hindu, by nationality – Indian, by occupation – _____, residing at Premises No. _____, hereinafter jointly and/or collectively referred to as the **PURCHASERS** (which term and expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their heirs, executors, successors, successors-in-interest, administrators, legal representative and assigns) of the **THIRD PART**.

WHEREAS One Bishnu Charan Paul became the sole and absolute Owner in possession of **ALL THAT** piece and parcel of Bastu Land admeasuring an area of 5 Cottahas, be the same a little more or less, lying and situated at Mouza – Bonhooghly, within the jurisdiction of A.D.S.R. Cossipore Dum Dum, under P.S. Baranagar within the local limits of Baranagar Municipality, by way of purchase by a registered Sale Deed, registered on Bengali the 23rd Falgun in the Bengali year 1289 from One Madan Mohan Roychowdhury, the Owner therein, and after purchasing the aforesaid Property, said Bishnu Charan Paul enjoyed and possessed the said Property and while enjoying the said Property, said Bishnu Charan Paul, by executing a registered Sale Deed, on the Bengali the 7th day of Chaitra, in the Bengali year 1292, sold, transferred and/or conveyed the aforesaid Property to One Shristidhar Das and Bhuban Chandra Das and after purchasing the aforesaid Property, said Shristidhar Das and Bhuban Chandra Das jointly enjoyed and possessed the said Property and while enjoying the said Property, said Shristidhar Das and Bhuban Chandra Das, by executing a Sale Deed, registered on Bengali the 5th day of Bhadra in the Bengali year 1293 sold, transferred and/or conveyed the aforesaid Property to One Bhuti Dasi, Wife of Late Baikuntha Nath Nath, and after purchasing the aforesaid Property said Bhuti Dasi enjoyed and/or possessed the aforesaid Property, and while in possession and/or enjoyment of the aforesaid Property, said Bhuti Dasi died intestate leaving behind his only Son, namely Nibaran Chandra Nath, Son of Late Baikuntha Nath Nath and after demise of said Bhuti Dasi, according to Hindu Succession Act, 1956 said Nibaran Chandar Nath became the sole and absolute Owner of aforesaid **ALL THAT** piece and parcel of Bastu Land admeasuring an area of 5 Cottahas, be the same a little more or less, lying and situate at Mouza – Bonhooghly, within the jurisdiction of A.D.S.R. Cossipore Dum Dum, under P.S. Baranagar within the local limits of Baranagar Municipality.

AND WHEREAS by way of inheritance, said Nibaran Chandra Nath became the sole and absolute Owner of **ALL THAT** piece and parcel of Bastu Land admeasuring an area of 5 Cottahas, be the same a little more or less, lying and situate at Mouza – Bonhooghly, within the jurisdiction of A.D.S.R. Cossipore Dum Dum, under P.S. Baranagar within the local limits of Baranagar Municipality and mutated his name in the record of concern B.L & L.R.O. Settlement, in Dag No. 1942, Khatian No. 411, J.L. No. 6, within the Mouza - Bonhooghly and while enjoying the said Property said Nibaran Chandar Nath, by executing a Bengali Bikroy Kobala Dalil, on the 21st day of May, 1928, sold, transferred and/or conveyed **ALL THAT** piece and parcel of Bastu Land admeasuring an area of **2(Two) Cottahas**, out of total aforesaid Bastu Land, to Monmatha Nath Bandyopadhyay(the Father of the Land Owner/the Vendor herein). The said Bengali Bikroy Kobala Dalil was registered with the Office of Additional District Sub-Registrar, Cossipore Dum Dum and the same was recorded in Book No. I, Volume No. 121, Pages from 131 to 133, Being No. 464 for the year 1928.

AND WHEREAS by way of registered Bengali Bikroy Kobala Dalil, Being No. 464 for the year 1928, said Monmatha Nath Bandyopadhyay(the Father of the Land Owner/the Vendor herein) became the sole and absolute Owner of **ALL THAT** piece and parcel of Bastu Land, admeasuring an area of **2(Two) Cottahas**, be the same a little more or less, lying and situated at Mouza – Bonhooghly, J.L. No. 6, in Dag No. 1942, Khatian No. 411, and after becoming the sole and absolute Owner said Monmatha Nath Bandyopadhyay(now deceased)(the predecessor of the Land Owners herein) mutated his name in the record of concern Baranagar Municipality, within Ward No. 10, Holding No. 37, within the local limits of Baranagar Municipality, known, numbered and distinguished as Municipal Premises No. 39, Sashipada Institute Lane, Kolkata – 700035, P.O. Alambazar, Police Station – Baranagar, within the District of North 24 Parganas.

AND WHEREAS after becoming the sole and absolute Owner said Monmatha Nath Bandyopadhyay(now deceased)(the father of the Land Owner/the Vendor herein) enjoyed and/or possessed the aforesaid **ALL THAT** piece and parcel of Bastu Land, admeasuring an area of **2(Two) Cottahas**, be the same a little more or less, at Premises No.39, Sashipada Institute Lane, Kolkata - 700035, P.O. Alambazar, Police Station - Baranagar, within the District of North 24 Parganas and while enjoying and/or possessing the aforesaid Property, said Monmatha Nath Bandyopadhyay died intestate on 13.09.1983, leaving behind his Wife, Six Sons and Two Daughters, namely, Swarna Lata Bandyopadhyay alias Swarna Lata Debi(now deceased), Sita Nath Banerjee(now deceased), Raghunath Banerjee(now deceased), Gour Kishore Banerjee(now deceased), Sri Asim Kumar Banerjee, Sri Aloke Banerjee, Sri Tapan Kumar Bandyopadhyay, Smt. Kamala Banerjee De alias Smt. Kamala De(the Land Owner/the Vendor herein) and Smt. Renuka Mukherjee as his legal heirs and successors and after demise of said Manmatha Nath Banerjee, according to Hindu Succession Act, 1956, said Swarna Lata Bandyopadhyay alias Swarna Lata Debi(now deceased), Sita Nath Banerjee(now deceased), Raghunath Banerjee(now deceased), Gour Kishore Banerjee(now deceased), Sri Asim Kumar Banerjee, Sri Aloke Banerjee, Sri Tapan Kumar Bandyopadhyay, Smt. Kamala Banerjee De alias Smt. Kamala De(the Land Owner/the Vendor herein) and Smt. Renuka Mukherjee became the joint and absolute Owners of **ALL THAT** piece and parcel of Bastu Land, admeasuring an area of **2(Two) Cottahas**, be the same a little more or less, at Premises No. 39, Sashipada Institute Lane, Kolkata – 700035, P.O. Alambazar, Police Station – Baranagar, within the District of North 24 Parganas.

AND WHEREAS after becoming the joint and absolute Owners said Swarna Lata Bandyopadhyay alias Swarna Lata Debi(now deceased), Sita Nath Banerjee(now deceased), Raghunath Banerjee(now deceased), Gour Kishore Banerjee(now deceased), Sri Asim Kumar Banerjee, Sri Aloke

Banerjee, Sri Tapan Kumar Bandyopadhyay, Smt. Kamala Banerjee De alias Smt. Kamala De(the Land Owner/the Vendor herein) and Smt. Renuka Mukherjee jointly possessed and/or enjoyed the aforesaid Property without interruption of others and while enjoying the said Property said Swarna Lata Bandyopadhyay alias Swarna Lata Debi died intestate on 12.10.1991 leaving behind her Six Sons and Two Daughters, namely, Sita Nath Banerjee(now deceased), Raghunath Banerjee(now deceased), Gour Kishore Banerjee(now deceased), Sri Asim Kumar Banerjee, Sri Aloke Banerjee, Sri Tapan Kumar Bandyopadhyay, Smt. Kamala Banerjee De alias Smt. Kamala De and Smt. Renuka Mukherjee as her legal heirs and successors and after demise of said Swarna Lata Bandyopadhyay alias Swarna Lata Debi according to Hindu Succession Act, 1956, said Sita Nath Banerjee(now deceased), Raghunath Banerjee(now deceased), Gour Kishore Banerjee(now deceased), Sri Asim Kumar Banerjee, Sri Aloke Banerjee, Sri Tapan Kumar Bandyopadhyay, Smt. Kamala Banerjee De alias Smt. Kamala De and Smt. Renuka Mukherjee became the joint and absolute Owners of **ALL THAT** piece and parcel of Bastu Land, admeasuring an area of **2(Two) Cottahas**, be the same a little more or less, at Premises No. 39, Sashipada Institute Lane, Kolkata – 700035, P.O. Alambazar, Police Station – Baranagar, within the District of North 24 Parganas [each acquired undivided 1/8th share over the aforesaid Property].

AND WHEREAS One Shristidhar Das and Bhuban Chandra Das were the joint and absolute Owners and possessors of **ALL THAT** piece and parcel of Bastu Land, admeasuring an area of **5(Two) Cottahas**, be the same a little more or less, lying and situated at Mouza – Bonhoogly, J.L. No. 6, in Dag No. 1942, Khatian No. 411, within Touzi No. 3027 of Alipore Collectory, at Sashipada Institute Lane, Kolkata – 700035, P.O. Alambazar, Police Station – Baranagar, within the District of North 24 Parganas.

AND WHEREAS while possessing the aforesaid Bastu Land, said Shristidhar Das and Bhuban Chandra Das, by executing a Bengali Kobala

Patra, on 04.09.1986, sold, transferred and/or conveyed the aforesaid Property to One Bhuti Dasi, Wife of Late Baikuntha Nath Nath, and after purchasing the aforesaid Property said Bhuti Dasi enjoyed and/or possessed the aforesaid Property, and while in possession and/or enjoyment of the aforesaid Property, said Bhuti Dasi died intestate leaving behind his only Son, namely Nibaran Chandra Nath, Son of Late Baikuntha Nath Nath and after demise of said Bhuti Dasi, according to Hindu Succession Act, 1956 said Nibaran Chandar Nath became the sole and absolute Owner of aforesaid **ALL THAT** piece and parcel of Bastu Land admeasuring an area of 5 Cottahas, be the same a little more or less, lying and situate at Mouza – Bonhooghly, within the jurisdiction of A.D.S.R. Cossipore Dum Dum, under P.S. Baranagar within the local limits of Baranagar Municipality.

AND WHEREAS by way of inheritance, said Nibaran Chandra Nath became the sole and absolute Owner of **ALL THAT** piece and parcel of Bastu Land admeasuring an area of 5 Cottahas, be the same a little more or less, lying and situate at Mouza – Bonhooghly, within the jurisdiction of A.D.S.R. Cossipore Dum Dum, under P.S. Baranagar within the local limits of Baranagar Municipality and mutated his name in the record of concern B.L & L.R.O. Settlement, in Dag No. 1942, Khatian No. 411, J.L. No. 6, within the Mouza - Bonhooghly and while enjoying the said Property said Nibaran Chandar Nath, by executing a Bengali Bikroy Kobala Dalil, on the 6th day of August, 1959, sold, transferred and/or conveyed **ALL THAT** piece and parcel of Bastu Land admeasuring an area of **3(Three) Cottahas**, out of total aforesaid Bastu Land, to Swarna Lata Debi alias Swarna Lata Bandyopadhyay. The said Bengali Bikroy Kobala Dalil was registered with the Office of A.D.S.R. Cossipore Dum Dum and the same was recorded in Book No. I, Volume No. 96, Pages from 23 to 29, Being No. 6303 for the year 1959.

AND WHEREAS by way of registered Bengali Bikroy Kobala Dalil, Being No. 6303 for the year 1959, said Swarna Lata Debi alias Swarna Lata

Bandyopadhyay became the sole and absolute Owner of **ALL THAT** piece and parcel of Bastu Land, admeasuring an area of **3(Three) Cottahas**, be the same a little more or less, lying and situated at Mouza – Bonhoogly, J.L. No. 6, in Dag No. 1942, Khatian No. 411, and after becoming the sole and absolute Owner said Swarna Lata Debi alias Swarna Lata Bandyopadhyay(now deceased) mutated her name in the record of concern Baranagar Municipality, within Ward No. 10, Holding No. 38, within the local limits of Baranagar Municipality, known, numbered and distinguished as Municipal Premises No. 40, Sashipada Institute Lane, Kolkata – 700035, P.O. Alambazar, Police Station – Baranagar, within the District of North 24 Parganas.

AND WHEREAS after becoming the sole and absolute Owner said Swarna Lata Debi alias Swarna Lata Bandyopadhyay(now deceased) enjoyed and/or possessed the aforesaid **ALL THAT** piece and parcel of Bastu Land, admeasuring an area of **3(Three) Cottahas**, be the same a little more or less, at Premises No. 40, Sashipada Institute Lane, Kolkata – 700035, P.O. Alambazar, Police Station – Baranagar, within the District of North 24 Parganas and while enjoying and/or possessing the aforesaid Property, said Swarna Lata Debi alias Swarna Lata Bandyopadhyay died intestate on 12.10.1991, leaving behind her Six Sons and Two Daughters, namely, Sita Nath Banerjee(now deceased), Raghunath Banerjee(now deceased), Gour Kishore Banerjee(now deceased), Sri Asim Kumar Banerjee, Sri Alope Banerjee, Sri Tapan Kumar Bandyopadhyay, Smt. Kamala Banerjee De alias Smt. Kamala De and Smt. Renuka Mukherjee, as her legal heirs and successors and after demise of said Swarna Lata Bandyopadhyay alias Swarna Lata Debi, according to Hindu Succession Act, 1956, said Sita Nath Banerjee(now deceased), Raghunath Banerjee(now deceased), Gour Kishore Banerjee(now deceased), Sri Asim Kumar Banerjee, Sri Alope Banerjee, Sri Tapan Kumar Bandyopadhyay, Smt. Kamala Banerjee De alias Smt. Kamala De and Smt. Renuka Mukherjee became the joint and absolute Owners of **ALL**

THAT piece and parcel of Bastu Land, admeasuring an area of **3(Three) Cottahas**, be the same a little more or less, at Premises No. 40, Sashipada Institute Lane, Kolkata – 700035, P.O. Alambazar, Police Station – Baranagar, within the District of North 24 Parganas [each acquired undivided 1/8th share over the aforesaid Property]. The Husband of Swarna Lata Debi alias Swarna Lata Bandyopadhyay, namely, Monmatha Nath Bandyopadhyay predeceased on 13.09.1983.

AND WHEREAS thus after demise of said Monmatha Nath Bandyopadhyay and his Wife Swarna Lata Debi alias Swarna Lata Bandyopadhyay, their Six Sons and Two Daughters, namely, said Sita Nath Banerjee(now deceased), Raghunath Banerjee(now deceased), Gour Kishore Banerjee(now deceased), Sri Asim Kumar Banerjee, Sri Alope Banerjee, Sri Tapan Kumar Bandyopadhyay, Smt. Kamala Banerjee De alias Smt. Kamala De and Smt. Renuka Mukherjee, by way of succession, became the joint and absolute Owners of total **ALL THAT** piece and parcel of Bastu Land, admeasuring an area of **5(Five) Cottahas**, be the same a little more or less, [**ALL THAT** piece and parcel of Bastu Land, admeasuring an area of 2(Two) Cottahas, be the same a little more or less, at Premises No. 39 Sashipada Institute Lane, Kolkata – 700035, and **ALL THAT** piece and parcel of Bastu Land, admeasuring an area of 3(Three) Cottahas, be the same a little more or less, at Premises Nos. 40, Sashipada Institute Lane], the two adjacent Plot of Lands, together with total 3850 Sq.ft. pucca two storied Building standing thereon, be the same a little more or less, lying and situated at Mouza – Bonhooghly, J.L. No. 6, in Dag No. 1942, Khatian No. 411, Kolkata – 700035, P.O. Alambazar, Police Station – Baranagar, within the local limits of Ward No. 10, Holding Nos. 37 and 38 respectively, of the Baranagar Municipality, District of North 24 Parganas. The said Property is more fully and/or particularly mentioned and/or described in the **First Schedule** written hereunder [each acquired undivided 1/8th share over the aforesaid Property, i.e., each acquired undivided **10(Ten) Chittaks** of Bastu Land, be the same a

little more or less, together with undivided **481 Sq.ft.** of pucca structure, be the same a little more or less, at Premises Nos. 39 Sashipada Institute Lane and 40, Sashipada Institute Lane, Kolkata - 700035].

AND WHEREAS after becoming the Owner of undivided 1/8th share of the aforesaid 5(Five) Cottahas of Bastu Land, be the same a little more or less, together with the structure standing thereon, at Premises Nos. 39, Sashipada Institute Lane and 40, Sashipada Institute Lane, Kolkata – 700035, the First Son of Late Monmatha Nath Bandyopadhyay and his Wife Late Swarna Lata Debi alias Swarna Lata Bandyopadhyay, namely, Sita Nath Banerjee enjoyed and/or possessed the undivided 1/8th share over the said Property and while enjoying the said Property said Sita Nath Banerjee died intestate on 31.12.2002, leaving behind his Wife and only Son, namely, Smt. Uma Banerjee and Sri Ranjan Banerjee as his legal heirs and successors and after demise of said Sita Nath Banerjee, according to Hindu Succession Act, 1956, Smt. Uma Banerjee and Sri Ranjan Banerjee the Vendor Nos. 1 and 2 herein) became the joint and absolute Owners of the undivided 1/8th share of the Property described in the **First Schedule** written hereunder, left by said Sita Nath Banerjee at Premises Nos. 39, Sashipada Institute Lane and 40, Sashipada Institute Lane, Kolkata – 700035 [i.e., Smt. Uma Banerjee and Sri Ranjan Banerjee(the Vendor Nos. 1 and 2 herein) jointly became the Owners of **undivided 10(Ten) Chittaks of Land**, together with **undivided 481 Sq.ft. of structure**, be the same a little more or less, out of total out of entire 5(Five) Cottahas of Bastu Land, together with 3850 Sq.ft. of structure, be the same a little more or less, at Premises Nos. 39, Sashipada Institute Lane and 40, Sashipada Institute Lane, Kolkata – 700035].

AND WHEREAS after becoming the Owner of undivided 1/8th share of the aforesaid 5(Five) Cottahas of Bastu Land, be the same a little more or less, together with the structure standing thereon, at Premises Nos. 39, Sashipada Sashipada Institute Lane and 40, Sashipada Sashipada Institute Lane,

Kolkata – 700035, the Second Son of Late Monmatha Nath Bandyopadhyay and his Wife Late Swarna Lata Debi alias Swarna Lata Bandyopadhyay, namely Raghunath Banerjee (now deceased) enjoyed and/or possessed the undivided 1/8th share over the said Property and while enjoying the said Property, said Raghunath Banerjee died intestate on 13.02.2009, leaving behind his Wife, one Daughter and one Son, namely, Smt. Lili Banerjee, Smt. Kuhu Bandyopadhyay alias Smt. Kuhu Lahiri and Sri Biplab Bandyopadhyay as his legal heirs and successors and after demise of said Raghunath Banerjee, according to Hindu Succession Act, 1956, Smt. Lili Banerjee, Smt. Kuhu Bandyopadhyay alias Smt. Kuhu Lahiri and Sri Biplab Bandyopadhyay became the joint and absolute Owners of the undivided 1/8th share of the Property described in the **First Schedule** written hereunder, left by said Raghunath Banerjee at Premises Nos. 39, Sashipada Sashipada Institute Lane and 40, Sashipada Sashipada Institute Lane, Kolkata – 700035 [Smt. Lili Banerjee, Smt. Kuhu Bandyopadhyay alias Smt. Kuhu Lahiri and Sri Biplab Bandyopadhyay(the Vendor Nos. 3,4 and 5 herein) became the joint and absolute Owners of **undivided 10(Ten) Chittaks of Land**, together with **undivided 481 Sq.ft. of structure standing thereon**, be the same a little more or less, out of entire 5(Five) Cottahas of Bastu Land, together with 3850 Sq.ft. of structure standing thereon, be the same a little more or less, at Premises Nos. 39, Sashipada Institute Lane and 40, Sashipada Institute Lane, Kolkata – 700035].

AND WHEREAS after becoming the Owner of undivided 1/8th share of the aforesaid 5(Five) Cottahas of Bastu Land, be the same a little more or less, together with the structure standing thereon, at Premises Nos. 39, Sashipada Institute Lane and 40, Sashipada Institute Lane, Kolkata – 700035, the Third Son of Late Monmatha Nath Bandyopadhyay and his Wife Late Swarna Lata Debi alias Swarna Lata Bandyopadhyay, namely, Gour Kishore Banerjee enjoyed and/or possessed the undivided 1/8th share over the said Property and while enjoying the said Property said Gour Kishore Banerjee died

intestate on 12.06.2002, leaving behind his Wife and one Daughter, namely, Mridula Banerjee and Smt. Soma Bagchi as his legal heirs and successors and after demise of said Gour Kishore Banerjee, his Wife, namely, Mridula Banerjee died intestate on 17.12.2020 leaving behind her only Daughter, namely, Smt. Soma Bagchi as her only legal heir and successor and after demise of said Gour Kishore Banerjee and Mridula Banerjee, according to Hindu Succession Act, 1956, Smt. Soma Bagchi (the Vendor No. 6 herein) became the sole and absolute Owner of the undivided 1/8th share of the Property described in the **First Schedule** written hereunder, left by said Gour Kishore Banerjee at Premises No. 39, Sashipada Institute Lane and 40, Sashipada Institute Lane, Kolkata – 700035 [Smt. Soma Bagchi (the Land Owner No. 3 herein) became the sole and absolute Owner of **undivided 10(Ten) Chittaks of Land**, be the same a little more or less, together with **undivided 481 Sq.ft. of structure standing thereon**, be the same a little more or less, out of total out of entire 5(Five) Cottahas of Bastu Land, be the same a little more or less, together with total 3850 Sq.ft. Two storied pucca Building standing thereon, be the same a little more or less, at Premises Nos. 39, Sashipada Institute Lane and 40, Sashipada Institute Lane, Kolkata – 700035].

AND WHEREAS thus by way of Succession, Smt. Uma Banerjee and Sri Ranjan Banerjee, Smt. Lili Banerjee, Smt. Kuhu Bandyopadhyay alias Smt. Kuhu Lahiri and Sri Biplab Bandyopadhyay, Smt. Soma Bagchi, Smt. Kamala Banerjee De alias Smt. Kamala De, Smt. Renuka Mukherjee, Sri Asim Kumar Banerjee, Sri Alope Banerjee and Sri Tapan Kumar Bandyopadhyay became the joint and absolute Owners of **ALL THAT** piece and parcel of Bastu Land, admeasuring an area of **5(Five) Cottahas**, be the same a little more or less, [**ALL THAT** piece and parcel of Bastu Land, admeasuring an area of 2(Two) Cottahas, be the same a little more or less, at Premises No. 39 Sashipada Institute Lane, Kolkata – 700035, and **ALL THAT** piece and parcel

of Bastu Land, admeasuring an area of 3(Three) Cottahas, be the same a little more or less, at Premises Nos. 40, Sashipada Institute Lane], the two adjacent Plot of Lands, together with total 3850 Sq.ft. Two storied pucca Building standing thereon, lying and situated at Mouza – Bonhooghly, J.L. No. 6, in Dag No. 1942, Khatian No. 411, Kolkata – 700035, P.O. Alambazar, Police Station – Baranagar, within the local limits of Ward No. 10, Holding Nos. 37 and 38 respectively, of the Baranagar Municipality, District of North 24 Parganas [Smt. Uma Banerjee and Sri Ranjan Banerjee became the joint Owners of undivided 1/8th share over the said Property, Smt. Lili Banerjee, Smt. Kuhu Bandyopadhyay alias Smt. Kuhu Lahiri and Sri Biplab Bandyopadhyay became the joint Owners of undivided 1/8th share over the said Property, Smt. Soma Bagchi became the sole Owner of undivided 1/8th share over the said Property, Smt. Kamala Banerjee De alias Smt. Kamala De became the sole Owner of undivided 1/8th share over the said Property, Smt. Renuka Mukherjee became the sole Owner of undivided 1/8th share over the said Property, Sri Asim Kumar Banerjee became the sole Owner of undivided 1/8th share over the said Property, Sri Aloke Banerjee became the sole Owner of undivided 1/8th share over the said Property and Sri Tapan Kumar Bandyopadhyay became the sole Owner of undivided 1/8th share over the said Property].

AND WHEREAS said Smt. Kamala Banerjee De alias Smt. Kamala De while enjoying her ownership right and possessor right over the said Property, by executing a Deed of Conveyance on 28.08.2023, sold, conveyed and/or transferred **undivided 10(Ten) Chittaks of Land**, be the same a little more or less, together with **undivided 481 Sq.ft. of structure**, be the same a little more or less, out of entire ALL THAT piece and parcel of Bastu Land, admeasuring an area of **5(Five) Cottahas** of Bastu Land, be the same a little more or less, together with 3850 Sq.ft. Two storied pucca Building standing thereon, be the same a little more or less, at Premises No. 39, Sashipada

Institute Lane and 40, Sashipada Institute Lane, Kolkata – 700035, lying and situated at Mouza – Bonhooghly, J.L. No. 6, in Dag No. 1942, Khatian No. 411, P.O. Alambazar, Police Station – Baranagar, within the local limits of Ward No. 10, Holding Nos. 37 and 38 respectively, of the Baranagar Municipality, District of North 24 Parganas to **“SUK CONSTRUCTION”** “a Proprietorship Firm” having it’s **PAN No. AMRPD3566B**, carrying on its business at 2, Ray Jatindranath Chowdhury Lane, P.O. & P.S. Baranagar, Kolkata – 700036, District – North 24 Parganas, represented by it’s sole proprietor **SRI ABHISHEK DAS**, having **PAN No. AMRPD3566B**, & **AADHAAR No. 592323856662**, Son of Late Sukumar Das, by faith – Hindu, by nationality – Indian, by occupation – Businessman, residing at 2, Ray Jatindranath Chowdhury Lane, P.O. & P.S. Baranagar, Kolkata – 700036, District – North 24 Parganas. The said Deed of Conveyance was duly registered with the Office of A.D.S.R. Cossipore Dum Dum and the same was recorded in Book No. I, Volume No. 1506-2023, Pages from 272005 to 272031, Being No. 150609446, for the year 2023.

AND WHEREAS after purchasing the aforesaid Property said **“SUK CONSTRUCTION”**(the Vendor No. 11 herein) “a Proprietorship Firm” having it’s **PAN No. AMRPD3566B**, carrying on its business at 2, Ray Jatindranath Chowdhury Lane, P.O. & P.S. Baranagar, Kolkata – 700036, District – North 24 Parganas, represented by its sole Proprietor **SRI ABHISHEK DAS**, having **PAN No. AMRPD3566B & AADHAAR No. 592323856662**, Son of Late Sukumar Das, by faith – Hindu, by nationality – Indian, by occupation – Businessman, residing at 2, Ray Jatindranath Chowdhury Lane, P.O. & P.S. Baranagar, Kolkata – 700036, District – North 24 Parganas became the sole and absolute Owner of **ALL THAT** piece and parcel of **undivided 10(Ten) Chittaks of Land**, be the same a little more or less, together with **undivided 481 Sq.ft. of structure standing thereon**, be the same a little more or less, out of entire ALL THAT piece and parcel of Bastu Land, admeasuring an area

of 5(Five) Cottahas of Bastu Land, be the same a little more or less, together with total 3850 Sq.ft. Two storied pucca Building standing thereon, be the same a little more or less, at Premises Nos. 39, Sashipada Institute Lane and 40, Sashipada Institute Lane, Kolkata – 700035, lying and situated at Mouza – Bonhooghly, J.L. No. 6, in Dag No. 1942, Khatian No. 411, P.O. Alambazar, Police Station – Baranagar, within the local limits of Ward No. 10, Holding Nos. 37 and 38 respectively, of the Baranagar Municipality, District of North 24 Parganas.

AND WHEREAS thus by way of succession and by way of purchase the Land Owner Nos.1 to 11 herein namely Smt. Uma Banerjee, Sri Ranjan Banerjee, Smt. Lili Banerjee, Smt. Kuhu Bandyopadhyay alias Smt. Kuhu Lahiri, Sri Biplab Bandyopadhyay, Smt. Soma Bagchi, Smt. Renuka Mukherjee, Sri Asim Kumar Banerjee, Sri Alope Banerjee, Sri Tapan Kumar Bandyopadhyay and “SUK CONSTRUCTION”(represented by Sri Abhishek Das), became the joint and absolute Owners of **ALL THAT** piece and parcel of Bastu Land, admeasuring an area of **5(Five) Cottahas**, be the same a little more or less, [**ALL THAT** piece and parcel of Bastu Land, admeasuring an area of 2(Two) Cottahas, be the same a little more or less, at Premises No. 39 Sashipada Institute Lane, Kolkata – 700035, and **ALL THAT** piece and parcel of Bastu Land, admeasuring an area of 3(Three) Cottahas, be the same a little more or less, at Premises Nos. 40, Sashipada Institute Lane], the two adjacent Plot of Lands, together with total 3850 Sq.ft. Two storied pucca Building standing thereon lying and situated at Mouza – Bonhooghly, J.L. No. 6, in Dag No. 1942, Khatian No. 411, Kolkata – 700035, P.O. Alambazar, Police Station – Baranagar, within the local limits of Ward No. 10, Holding Nos. 37 and 38 respectively, of the Baranagar Municipality, District of North 24 Parganas.

AND WHEREAS after becoming the joint and absolute Owners of the aforesaid Two adjacent Plots at Premises No. 39, Sashipada Institute Lane, Kolkata – 700035 and Premises No. 40, Sashipada Institute Lane, Kolkata – 700035, the Vendors herein have applied to Baranagar Municipality for permission of amalgamation of the aforesaid Two Plots and the permission was granted and the Two amalgamated Plots was demarcated as a single Plot of **ALL THAT** piece and parcel of Bastu Land, admeasuring an area of **5(Five) Cottahas**, be the same a little more or less, known, numbered and distinguished as Municipal Premises No. 40, Institute Lane, Kolkata – 700035, within Ward No. 10 of the Baranagar Municipality, Holding No.10, Assessee No. 198320. The said Property is more fully and/or particularly mentioned and/or described in the **First Schedule** written hereunder which is free from all encumbrances, charges, lien whatsoever and over which the Vendors herein have all transferable rights.

AND WHEREAS the Land Owner Nos. 1 to 11 herein became desirous of developing the said premises by constructing thereupon a Multi storied building over the Property described in the **First Schedule** written hereunder in accordance with the sanctioned building plan to be approved by the Baranagar Municipality. But due to paucity of funds and other personal reasons, the owners are unable to start the construction of the said building and had been in search of a Promoter and/or developer, who can undertake the responsibility of construction of such building of the said premises of his own arrange and expenses.

AND WHEREAS having come to know the intention of the Owners herein, the Developer “**SUK CONSTRUCTION**” “a Proprietorship Firm” having it’s **PAN No.AMRPD3566B**, carrying on its business at 2, Ray Jatindranath Chowdhury Lane, P.O. & P.S. Baranagar, Kolkata – 700036, District – North 24 Parganas, represented by its sole Proprietor **SRI ABHISHEK DAS**, having **PAN No. AMRPD3566B & AADHAAR No. 592323856662**, Son of Late

Sukumar Das, by faith – Hindu, by nationality – Indian, by occupation – Businessman, residing at 2, Ray Jatindranath Chowdhury Lane, P.O. & P.S. Baranagar, Kolkata – 700036, District – North 24 Parganas, - **PROMOTER & DEVELOPER**, contacted the Land Owners and requested the Owners to allow to develop the said premises as described by the Owners by constructing the Multi storied building in accordance with the sanctioned plan at its own arrangement and expenses.

AND WHEREAS the owner having thus been approached by the Developer has agreed to allow the Developer to develop the said plot at Premises Nos. 40, Sashipada Institute Lane, Kolkata – 700035, P.O. & P.S. Baranagar, District – North 24 Parganas, within the limits of the Baranagar Municipality, Holding No. 40 respectively, under Ward No. 10, Assessee No. 198320 & within jurisdiction of A.D.S.R.O. Cossipore Dum Dum, in the District North 24 Parganas and thus said the Land Owner Nos. 1, 2, 6,7,8,9,10 and 11 herein entered into Development Agreement with the Developer herein, on 28.08.2023, with the Developer herein. The said Development Agreement was duly registered with the Office of A.D.S.R. Cossipore Dum Dum and the same was recorded in Book No. I, Volume No. 1506-2023, Pages from 272186 to 272234, being No. 150609451 for the year 2023 And as per the terms and conditions of the said Development Agreement said Owners also executed a Development Power of Attorney after registered Development Agreement, on 28.08.2023, and the said Development Power of Attorney after registered Development Agreement was duly registered with the Office of A.D.S.R. Cossipore Dum Dum and the same was recorded in Book No. I, Volume No. 1506-2023, Pages from 272342 to 272361, being No. 150609456 for the year 2023.

AND WHEREAS the Land Owner Nos. 3,4 and 5 herein have entered into a Development Agreement and Development Power of Attorney After

registered Development Agreement, on 26.08.2023. The said Development Agreement and the Development Power of Attorney after registered Development Agreement was duly registered with the Office of A.D.S.R. Cossipore Dum Dum and the same was recorded in Book No. I, Volume No. 1506-2023, Pages from 271565 to 271607, being No. 150609443 for the year 2023.

AND WHEREAS by way of aforesaid registered Two Development Agreements by which the said Developer had been empowered to do and cause to be done and/or complete the construction work of the multi storied building on the First Schedule Property according to the sanctioned building plan sanctioned by the authority of Baranagar Municipality being Plan Number – **SWS-OBPAS/2103/2024/0035**, Dated **24.04.2024** and also empowered to negotiate with the intending purchaser and/or purchasers of the Flats and Units of the Developer's allocated area and/or to execute an agreement for sale, to receive the earnest money and give receipt thereof.

AND WHEREAS after entering into the Development Agreements, dated 26.08.2023 AND 28.08.2023 the Developer herein, according to the terms and conditions of the said Development Agreement, took over the possession of the said land and has started commencing construction of the building as per the building plan as per sanctioned by Baranagar Municipality and after completing the said multi-storied building upon the **First Schedule** property the **Developer/Confirming party** also find out the prospective buyer or buyers and also received the market price from them.

AND WHEREAS the **PURCHASERS** herein inspected the documents and papers and after being fully satisfied they showed their willingness to purchase **ALL THAT** piece and parcel of **one self contained residential Flat**,

at the **side**, on the **Floor** of the said building measuring about **Sq. ft.** (including 25% super built up area), be the same a little more or less.

AND WHEREAS the Vendor and the Developers/Confirming Party have agreed to sell and the Purchaser has agreed to purchase **ALL THAT** piece and parcel of **one self contained residential Flat**, at the **side**, on the **Floor** of the said building measuring about **Sq. ft.** (including 25% super built up area), be the same a little more or less, consisting of () Bed Rooms, () Kitchen cum Dining space, () Toilets and () Balcony, including the measurement of common areas and common spaces comprising of, together with undivided proportionate share of land thereto belonging and also together with right of common users of common facilities at Premises No. 40, Sashipada Institute Lane, Kolkata – 700035, and 40 Sashipada Institute Lane, Kolkata – 700035, P.O. & P.S. Baranagar, District – North 24 Parganas, at or for an amount of Rs. /- per Sq.ft. i.e., at or for a total consideration amount of **Rs. /-(Rupees only)** absolutely free from all encumbrances and charges and liens whatsoever and the Purchasers herein, on this date of signing this agreement the Purchasers herein hereby pay an amount of **Rs. /- (Rupees only)** to the Developer herein.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. **THAT VENDOR/OWNER/DEVELOPER** have agreed to sell and the **PURCHASERS** have agreed to purchase **ALL THAT** piece and parcel of **one self contained residential Flat**, at the **side**, on the **Floor** of the said building measuring about **Sq. ft.** (including 25% super built up area), be the same a little more or less, consisting of () Bed Rooms, () Kitchen cum Dining space, () Toilets and () Balcony, including the measurement of common areas and common spaces comprising of, together with undivided proportionate share of land thereto belonging and also together with right of

common users of common facilities at Premises No. 40, Sashipada Institute Lane, Kolkata – 700035, P.O. & P.S. Baranagar, District – North 24 Parganas, the details of which more fully described in the **Second Schedule** hereunder written **TOGETHER WITH** all benefits and advantages and inheritance thereof, in common area in possession of the Vendors/Developers which is free from all encumbrances, liens, lispence and charges for whatsoever (hereinafter called the said Flat).

2. The price of the said Self-contained Flat is fixed at or for an amount of Rs. /- per Sq.ft. i.e., at or for a total consideration amount of **Rs. /- (Rupees Lakhs Thousands only)** absolutely free from all encumbrances and charges and liens whatsoever and the Purchaser herein, on this date of signing this agreement the Purchaser herein hereby pay an amount of **Rs. /- (Rupees only)** to the Developer herein. The Purchasers shall further pay an amount of **Rs. (Rupees only)** to the Developer herein at the time of Top Floor roof casting of the Building over the First Schedule Property and The Purchasers shall further pay an amount of **Rs. /- (Rupees only)** to the Developer herein at the time of Brick work of the Flat described in the Second Schedule written hereunder and the Purchasers herein shall pay an amount of **Rs. /- (Rupees only)** to the Developer herein at the time of Marble Flooring work of the Flat described in the Second Schedule written hereunder and the Purchasers shall pay an amount of **Rs. /- (Rupees only)** to the Developer herein at the time of Finishing work of the Flat described in the Second Schedule written hereunder and the Purchasers shall pay the balance amount of **Rs. /-(Rupees Lakhs Thousands only)** to the Developer herein at the time of the Registration of the aforesaid **Flat** described in the **Second Schedule** written hereunder and after receiving the entire consideration amount of the said Flat the Developer shall deliver the peaceful, vacant, khas possession of the said Flat to the Purchaser herein and the final Deed of Conveyance shall be registered in favour of the Purchaser herein. That if the measurement of the Flat shall increase or

decrease, the total amount of the Flat shall be increased or decreased proportionately.

That the Purchasers shall pay the entire consideration amount within 18 months from this date of entering into this Agreement and the Developer shall complete the construction of the Flat described in the Second Schedule written hereunder, with a habitable condition, within the said stipulated time of 18 months.

3. **THAT** if the Purchasers, after execution of this Agreement, shall disagree to purchase the Flat, then the above consideration amount will be refunded to the Purchasers by the Developers within 6 Months from the date of cancellation of the Agreement, after deducting 10% of the amount received by him for the aforesaid Flat in question, and the Developers shall have right to transfer and/or sell the said Flat to any other **party** and in that case the Purchaser shall make no objection for such dealings.

4. **THAT** the Purchasers shall also be entitled to sell, mortgage, lease or otherwise alienate the property hereby according to the subject of the terms and conditions contained herein, without the consent of any other **flat**/garage/ Shop owner of the said building who may have acquired before and who may hereinafter acquire any right, title or interest similar to the said Purchasers. It is also agreed that Purchasers shall acquire full right, title or interest in the property hereby sold to them on the basis of execution of this agreement and subsequently on the execution and registration of sale deed by the Developer by this Deed in favour of the Purchaser, which even made in earlier subject to making payment the entire balance consideration money by the Purchasers of the Third Part to the **DEVELOPER/SECOND PART**.

5. **Be it noted that** the Purchaser shall have to pay a sum of Rs. /- (Rupees Only) to the Developers for installation of Electric Meter(220V) from CESC for the Second Scheduled Flat and the Purchasers shall be bound to pay extra amount on actual for costing Extra Work of the aforesaid Flat.

6. **THAT** the Purchasers shall have undivided proportionate share interest in the land as more fully described in the First Schedule written shall remain joint all the time with the other **Flat/Garage/Shop owners** who may thereafter and hereto before have acquire right, title or interest in the land or in any **Flat** in the building. It is being hereby further declare that the interest in the land is impartible.

7. **THAT** any extra work other than the specification mentioned in the Schedule herein, to be done or executed at the instance or request of the Purchasers shall be charged extra decided by the Developers and such amount shall be deposited before the execution of such works.

8. The **DEVELOPER** shall be liable to deliver peaceful khas vacant possession of the **said flat** to the Purchasers after receiving the entire consideration amount, and the Developer shall be also liable to produce before the Purchasers all the relevant Deeds and Documents in original, if necessary regarding the title of the property, and that the related property in this agreement for sale shall be handed over transferred and discharged absolute and forever to the Third party/Purchasers by the Developer. The land in question upon which the building is being constructed, free from all encumbrances and out of all litigations after payment of the current municipal taxes, Govt. ground rent, and rates dues relating to the said property and that all cost obtaining necessary permission clearance relating to the said property shall be borne by the said Developer and that after search and investigation into the title of the property conveyed hereby, and defect revealed or found that shall be removed by the First Party at his own cost and risk in order to enable the Third party to purchase the said property within the stipulated time. And that first Party thereof shall be liable and shall be liable to incurred all expenses as per the demand of the purchaser, if the said property shall not be sold to them as per the terms and conditions as written herein, and that the parties hereby shall have specific performance of the contract and essence of the contract to which neither parties shall have any

right all the context hereby and also put their signatures on this agreement for sale after full confirming and consent of the same.

9. **THE** registration work in respect of the **Flat** will be done by the Ld. Advocate of the Developer. That the registration fees of the Second Schedule Flat, including the Stamp duty payable, Registration fee, usage charges and other Government Charges and duties and Advocate Fees which shall be paid by the Purchaser before the time of registration.

10. That the developer shall, at present or in future, amalgamate the First Schedule Property with the adjacent property for construction of multi-storied building over the said Premises and the Purchaser shall have no objection for such amalgamation and then the Purchaser shall not claim any other advantages from the Developer herein for such amalgamation.

11. That the Developer shall be entitled to make addition and/or alteration of the Building proposed to be constructed over the First Schedule property, but after completion of the Building the Developer shall obtain Completion Certificate from the Baranagar Municipality and shall handover a xerox copy of the same to the Purchaser herein.

12. That the Purchasers shall pay the amount of G.S.T which shall be payable for the flat describe in the schedule before the time of registration.

:- THE FIRST SCHEDULE ABOVE REFERRED TO:-

(DESCRIPTION OF THE ENTIRE PROPERTY)

ALL THAT piece and parcel of Bastu Land, admeasuring an area of **5(Five) Cottahas**, be the same a little more or less, at Premises Nos. 40, Sashipada Institute Lane], lying and situated at Mouza – Bonhooghly, J.L. No. 6, in Dag No. 1942, Khatian No. 411, Kolkata – 700035, P.O. Alambazar, Police Station – Baranagar, within the local limits of Ward No. 10, Holding No. 40 respectively, of the Baranagar Municipality, District of North 24 Parganas,

Additional District Sub-Registration Office Cossipore Dum Dum and the said Property is butted and bounded by :-

On the North : Land of Bhutnath Das ;

On the South : Land of Abhaya Dasi ;

On the East : Land of Chapa Dasi ;

On the West : Road.

THE SECOND SCHEDULE ABOVE REFERRED TO
DESCRIPTION OF THE FLAT

ALL THAT piece and parcel of **one self-contained residential Flat**, at the **side**, on the **Floor** of the said building measuring about **Sq. ft.** (including 25% super built up area), be the same a little more or less, consisting of Bed Rooms, Kitchen cum Dining space, Toilets and Balcony, with **Marble Floor** and with **Lift facility**, together with proportionate share of land underneath the said Premises and together with the rights of user of the common area in the building, at Premises No. 40 Sashipada Institute Lane, Kolkata – 700035, P.O. & P.S. Baranagar, District – North 24 Parganas, within the local limits of Ward No. 10, Holding No. 40 of the Baranagar Municipality.

THE THIRD SCHEDULE ABOVE REFERRED TO
EASEMENTS, QUASI-EASEMENTS, PRIVILEGES,
THE PURCHASER IS ENTITLED TO

1. The Purchaser shall be entitled to all rights, privileges vertical and lateral supports, easements, quasi easements, appertaining to the said **Flat** or therewith usually held, occupied, enjoy, reputed or known being part & parcel of member thereof, or appertaining thereto, excepting and reserving

unto the Vendor and other owners/purchaser of other units, rights, if any of easements, quasi easements, privileges and appurtenances at the Building.

2. The rights of access in common with the Vendor and other owners/purchaser of the other flats and the other occupiers subject to limitations if any, to their such rights, of the building at all times and for all normal use and purpose connected with the use and enjoyment of the said **Flat** at the Building.

3. The right to use all times and for all purposes the common passages, lobby, stair case, landing of the said building, entrance to the said **Flat** from the main entrance and exit there from in common with the Vendor and other owners - purchasers of other units with subject to limitations, if any their such rights, in the building **PROVIDED ALWAYS** and it is hereby declared that the Purchaser or the servants, agents and invitees of the Purchaser shall not be entitled to obstruct, or deposit the materials and rubbish or otherwise encumber the free passage of other person or persons including the purchaser and the said passage, lobby, lift, stair case, landing and other spaces to be used in common as aforesaid only at the Building.

4. The right of protection of the said Flat/Apartment by or from all parts of the building so far they now protect the same.

5. The right of passage in common as aforesaid for electricity, water and soil from and to be the said **Flat** through pipes, drains, wires and conducts lying or being in, under or over the said building as may be reasonably necessary for the beneficial occupiers of the said **Flat** for all purpose whatsoever.

6. The right to use in common with the Owner and other co-owners the roof of the said building and also to common use of the said roof for fittings of Dish, Antenna or Exhaust Fan or Etc. or dry clothes or other common purposes without any disturbance, the installations, staircase, open and covered space, electrical installations and passages.

7. The right of passage in common with the Vendor, and other owners and the Purchasers of different flats or subject to limitation thereof, if any, person or persons as foresaid for electricity, water and soil from and to any part other than the said **Flat** or parts of the said building through pipes, drains, wires, conducts lying or being in, under, through or over the said **Flat** as may be reasonably necessary for the beneficial use and occupation of the other partition or portions of the building for all purposes whatsoever.

8. The right to protection of other portion or portions of the building by all parties of the said **Flat** as far as they now protect the same without causing any structural alteration thereof.

9. The right of the Purchaser of the other part or parts of the building subject to limitation thereof, if any for the purpose of ingress and egress to and from such other part or parts of the building, the front entrance, stair case, electrical installation, open and covered spaces and other common passages or paths of the said building.

: FOURTH SCHEDULE ABOVE REFERRED TO :

**THE VENDOR, PURCHASER OR PURCHASERS ARE ENTITLED TO
COMMON USER TO THE COMMON AREAS AND THE COMMON PARTS
MENTIONED IN THIS INDENTURE SHALL INCLUDE**

1. Stair case on all the Floors and the Roof.
2. Stair case landing on all floors.
3. Main gate of the said premises and common passages and lobby on the Ground Floor to Top Floor.
4. The Lift and the Lift well.
5. Water pump, Pump room, Water Tank, Water Pipes, underground reservoir, overhead tank on the roof, and other common plumbing installations.
6. Installation of common services viz. electricity, water pipes, sewerage, rain water pipes.

7. Lighting of the common space, passage, stair-case, including electric meter fittings.
8. Common Electric meter and box.
9. Electric writing meter for lighting staircase, lobby and other common areas (excluding those as are installed for any particular floor) and space required thereto.
10. Window, Doors, Grills and other fittings of the common area of the premises.
11. Such other common parts areas equipments installation, fixtures, fittings, covered and open space in or about the said premises of the building as are necessary for use and occupancy of the flats.
12. Electrical Wiring, meters (excluding those are installed for any particular "**FLAT**").
13. **GENERAL COMMON ELEMENTS** of all appurtenances and facilities and other items which are not part of the said "**FLAT**".
 - a) All land and premises described in the "**FIRST SCHEDULE**" hereinafter written.
 - b) All private ways, curves, side-walls areas of the said premises on the Ground Floor to Top Floor.
 - c) Exterior conducts, utility lines, underground storage tanks.
 - d) Public connection, meters, gas, electricity, telephone and water owned by public utility or other agencies providing such services and located outside the building.
 - e) Exterior lighting and other facilities necessary to the upkeep and safety of the said building.
 - f) All elevations including shafts, shaft walls, machine rooms and apartments, facilities.
 - g) All other facilities or elements or any improvement outside the flat but upon the said building which is necessary for or convenient to the existence,

management, maintenance and safety of the building or normally in common use.

h) The foundation, Corridor, Lobbies, Stairways, Entrance and exists path ways, Footings, Columns, Girders, Beams, Supports, and exterior walls of the building beyond the said “**FLAT**” side or interior load baring walls within the building or concrete floor slab except the roof slab and all concrete ceilings and all staircase in the said building.

i) Conduits, utility lines, telephone and electrical systems contained within the said building.

FIFTH SCHEDULE ABOVE REFERRED TO
THE VENDOR, PURCHASER OR PURCHASERS SHALL HAVE TO BEAR
PROPORTIONATELY THE FOLLOWING EXPENSES

1. The expenses of administration, maintenance, repair, replacement of the common parts and equipments and accessories common area and facilities including white washing, painting and decorating the exterior portion of the said building, the boundary walls, entrance, the stair cases, the landing the gutters rainwater pipes, motors, pumps, water and gas pipe, electric wirings and installations, sewers, drains and all other common parts, fixtures, fittings and equipments, in or under or upon the building enjoyed for used in common by the Purchaser, co-Purchasers or other occupiers of the building.

2. The costs of cleaning, maintaining and lighting the main entrances, passages, landings, stair cases, Lift and the Lift well and other parts of the building as enjoyed or used in common by the occupiers of the said building.

3. Cost and charges of establishment reasonably required for the maintenance of the building and for water and ward duty and other maintenance costs.

4. The costs of decoration the exterior of the building.
5. The cost of repairing and maintenance of water pump, electrical installations, and over lights and service charges supplies of common utilities.
6. Insurance premium, if any, for insuring the building against any damage due to earthquake, fire, lightening, Civil commotion etc.
7. Municipal taxes, multi-storied building tax, if any, and other similar taxes save those separately assessed on the respective **Flat**.
8. Litigation expenses as may be necessary for protecting the right, title and possession to the land and the building.
9. Purchaser, Owners and co-Purchasers of the building shall bear jointly Electric charges of common motor pump, common Electric Metter and common lights and fittings as their proportionate share of the said building.
10. Such other expenses as are necessary or incidental expenses of the maintenance, Govt. duties and up-keepment of the building as may be determined by the Owners Association.

THE SIXTH SCHEDULE ABOVE REFERRED TO
THE GUIDANCE RESPECTING POSSESSION AND/OR USER OF THE
SAID UNIT BEING THE SAID FLAT HEREUNDER DEMISED INTER-ALIA
SHALL INCLUDE THE IMPOSITIONS AND RESTRICTION AS UNDER

1. Not to use the said "**FLAT**" and portion of the roof or terrace or any portion thereof in such manner which may or is likely to cause nuisance or annoyance to the unit/flat occupiers and/or to the owners or occupiers of the other flats nor shall use the same for any illegal or immoral purposes.

2. Not to carry on or permit to be carried on upon the said "**FLAT**" any offensive or unlawful business whatsoever not to do permit to be done anything in the said unit which may be illegal or forbidden under may law for the time being in force.
3. Not to demolish or cause to be demolished or damaged the said "**FLAT**" or any part thereof.
4. Not to do or permit to be done any act deed or thing which may render void or voidable any insurance of any flat, and/or unit or any part thereof or cause any increase in premium payable in respect thereof.
5. Not to claim division or partition of the said land and / or the building thereon, and common area within the same.
6. Not to decorate the exterior of the said unit which may affect the other "**FLATS**" and other spaces within the said building, or the structures thereof, in any manner whatsoever.
7. Not to throw or accumulate any dirt, rubbish, water or other refuse or permit the same to be thrown or accumulated in his said "**FLAT**" or any portion of the building.
8. Not to avoid the liability or responsibility of repairing any portion or any component part of the Unit hereunder sold and transferred, or fittings, and fixture therein for stored water, sewerages etc. in the event of such portion or part of fixtures and fittings within the flat and/or unit demanding repairs thereby causing inconvenience and injuries to other flat or unit owners as may be affected in consequence.
9. Not to paint outer walls or portion of his unit, common walls or portions of the building, exclusive of the getup thereof, the flat owners being entitled

to paint inside the walls and portions of their unit only in any colour of their choice.

10. Not to encroach any common portion of the building, not to obstruct, for jeopardizes the user thereof not to encumber any of such portion in any manner whatsoever.

THE SEVENTH SCHEDULE ABOVE REFERRED TO
(Specifications)

FOUNDATION

Isolated column foundation and multiple foundation of solid R.C.C. framed structure.

BRICK WORK

Brick work 8"/5" and 3" with specified plaster.

FLOOR

All floor will be made by marble.

DOORS

The main Door of the Flat shall be made of Sagun wood and other doors will be flash doors, Frame will be 'Sal' wooden & toilet door will be PVC.

WINDOWS

All windows will be made of Aluminum sliding window(with powder coated colour) with glass fittings.

KITCHEN

i) Top : Granite stone, ii) Stand will be black stone, iii) one sink will be steel, iv) 2½' height glaze tiles from cooking top vi) 1 point of drinking water

connection to the flat and the purchaser is entitled to take drinking water 24 hours, 1 water connection of submersible pump, vii) one exhaust connection.

TOILET

Marble flooring, Tiles of 6' height on wall concealed pipe for water shower point, W.C. Cistern Point with ceramic tiles. Toilet door will be PVC door, one geyser point for each Bathroom. There will be one loft at toilet on ceiling.

ELECTRIC WIRING

All wiring will be concealed and with modular switch. There will be 35 electric points for the Flat.

WATER SUPPLY

All flats will have water made available from overhead tank for 24 hours and water (drinking water will be available 24 hours) will be supplied from overhead tank of submersible deep tube well water. There will be iron treatment plant at the roof of the Building.

INTERIOR WALL COATS

All the interior walls will be finished with a coat of plaster of Putti.

BALCONY

There will be railing of Steel grill, measuring the height of the grill is 2½' for both Balcony.

LIFT

Lift shall be installed at the expenses of the Developer.

There will be C.C. T.V. connections for the Building.

If any extra point and or extra work will be fitted and or done then extra cost will be charged according to the appropriate bill.

IN WITNESS WHEREOF the parties have hereunto set and subscribes their respective hands, seals on the day, month and year written hereinabove.

SIGNED, SEALED AND DELIVERED AT Kolkata in the presence of

WITNESSES :-

1.

**Represented by their
constituted Attorney**

SIGNATURE OF VENDORS

2.

**SIGNATURE OF DEVELOPER/
CONFIRMING PARTY**

SIGNATURE OF PURCHASER**MEMO OF CONSIDERATION**

Received of and from the within mentioned **PURCHASER** a sum of **Rs. /-**
(Rupees only) as earnest money out of total consideration amount of
Rs. /- (Rupees only) towards purchase of the aforesaid **Flat**
 mentioned in the **Second Schedule** herein above by different Cheques/Cash
 as follows:-

Cheque/Cash	Bank/Branch	Dated	Amount (Rs.)
Total:		Rs.	/-

WITNESSES :-

1.

**SIGNATURE OF THE DEVELOPER/
CONFIRMING PARTY**

2.

Drafted by :-

Debishree Chattopadhyay,
 Advocate,
 District Judges' Court, Barasat,
 1st Floor, Civil Bar Association.