

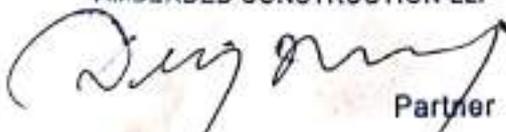
DEED OF CONVEYANCE

**THIS INDENTURE OF SALE** is made this the \_\_\_\_\_ day of \_\_\_\_\_, Two Thousand Twenty Five (2025)

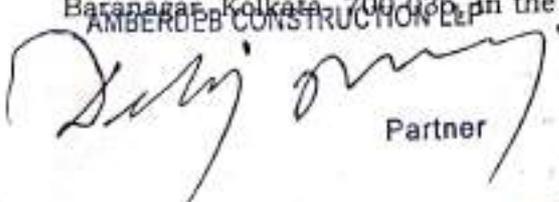
**BETWEEN**

**1. MRS. BHAVANA BHALLA** (PAN:AEPPB8232C)( AADHAAR:52250511 2573) Daughter of Late Surendra Kumar Bhalla, by Faith - Hindu, by Occupation - Business, by Nationality - Indian, residing at 5 No. Circus Row, P.O. Circus Avenue, P.S. Benia Pukur, Kolkata - 700 017, & **2. MR. DEBRAJ MUKHERJEE** (PAN: AOIPM5515J) (AADHAR:292973041396) son of Late Kalyan Mukherjee, by Faith - Hindu, by Occupation - Business, by Nationality - Indian, residing at 28/8, Joy Narayan Banerjee Lane, P.S. & P.O. Baranagar, Kolkata - 700 036, in the District North 24 Parganes, **3. SMT. BULU CHAKRABORTY**, (PAN: AYRPC2788G), (Aadhar No. 860421981565 ), Wife of Late Anup Kumar Chakraborty, by Occupation - Housewife, **4. SRI AMARTYA CHAKRABORTY**, (PAN: ASYPC3329G), (Aadhar No:433555058940), son of Late Anup Kumar Chakraborty, by occupation Service, **5. SRI SANAT CHAKRABARTI @ SRI SANAT KUMAR CHAKRABORTY** (PAN: ANHPC6245M), (Aadhar No.344314278251) son of Late Sudhangshu Sekhar Chakraborty , by Occupation - Retired, **6. SRI ASHOKE KUMAR CHAKRABORTY**, (PAN:ACMPC5702D), (Aadhar No. 560998800628), son of Late Charu Charit Chakraborty, by Occupation - retired, **7. SRI MIHIR CHAKRABARTY@ CHAKRABORTY**, (PAN: AOIPC1178B), (Aadhar No.710115284478), son of Late Taraprasad Chakraborty, by Occupation - service, **8. SRI SAMIR CHAKRABORTY**, (PAN :CKXPC9920L), (Aadhar No. 973147071570), son of Late Taraprasad Chakraborty, by Occupation - service, **9. SMT. APARNA CHAKRABORTY** (PAN:CKQPC3109J), (Aadhar No. 943859643355), wife of Late Asit Chakraborty, by Occupation - service, **10. SMT. ADITI CHATTERJEE** (PAN: ALEPC2799K), (Aadhar No. 917979545399), wife of Sri Sumit Chatterjee and daughter of Late Asit Chakraborty, by Occupation - service, **11. SRI SUBHENDU@ SHUVENDU CHAKRABORTY** (PAN :AZNPC4576H), (Aadhar No. 586165203140) son of Late Sitangshu Sekhar Chakraborty, by Occupation - service **12. MR. SWARUP MAITRA** Son of Late Brajamanik Maitra , bearing PAN BMJPM9224J, (AADHAR: 806085962644) by Occupation Service, **13. MR. APARUP MAITRA** Son of Late Brajamanik Maitra, bearing PAN GJGPM8916N, (AADHAR: 612991981527) by Occupation Service, **14. SMT. ALPANA CHAKRABORTY**, (PAN:CUZPC6007J), (Aadhar No. 3532 58529032) Daughter of Nalin Lochan Chakraborty, by Occupation Professional, **15. SMT. SUBHRA ROY**, (PAN:BIVPR4252D), (Aadhar No.494896149861) Wife of Sadhan Roy, Residing at 449/1/A, Railway Colony, Naihati, North 24 Parganas, Pin-743165, by Occupation Housewife **16. SMT. KABITA MUKHERJEE**,

AMBERDEB CONSTRUCTION LLP

  
Partner

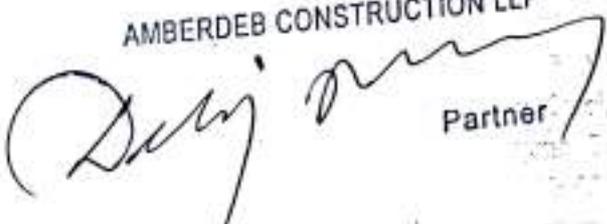
(PAN:IGYPM2197E), (Aadhar No. 264364524229) Wife of Suprabhat Mukherjee, by Occupation Housewife, **17. SRI BISHWAJIT CHAKRABORTY**, (PAN: ACWPC7984P) Son of Late Krishna Chakraborty, Residing at B/8/91, Kalyani, Nadia, Pin-741235, by Occupation Retired, **18. SRI SUMIT CHAKRABORTY**, (PAN:BFNPC2042B), (Aadhar No.5185 08533053) Son of Late Kamal Chakraborty, by Occupation Service, **19. SMT. NILA CHAKRABORTY**, (PAN:AXBPC2806N), (Aadhar No.61686 7705328) Wife of Mr. Ashis Ranjan Chakraborty, by Occupation Housewife, **20. SMT. SANDEEPA CHAKRABORTY**, (PAN:ANMPC2456P), (Aadhar No.6350 96970538) Wife of Late Pradip Kumar Chakraborty, by Occupation Housewife, **21.SMT.DEBJIT CHAKRABORTY**, (PAN: COYPC3179J ), (Aadhar No. 298121344230 ) Son of Late Pradip Kumar Chakraborty, by Occupation service, **22.SMT. SRABANI CHAKRABORTY**, (PAN: AMKPC6184D), (Aadhar No. 346461142015 ) by Occupation Housewife, **23.SMT. DEBASHREE MONDAL**, (PAN:AMKPC6183E), (Aadhar No.926274338017) Wife of Mr. Debar Mondal, by Occupation Housewife, **24. SRI ASHISH CHAKRABORTY** (PAN:BEUPC2447C), (Aadhar No. 753323450104) Son of Late Amal Chakraborty, by Occupation Service **25. SRI BIKASH CHAKRABORTY** (PAN: AOWPC5541C), (Aadhar No. 785884836779) Son of Late Amal Chakraborty, by Occupation Service **26. SMT. POLY BHATTACHARYA**,(PAN: BDLPB9606G), (Aadhar No: - 69162 6014464)(DOB: 01.02.1958) married daughter of Late Sachindranath Chakraborty @ Sachin Chakraborty @ Sacchida Nanda Chakraborty and wife of Late Shri Batuknath Bhattacharya, by occupation - Pensioner Housewife; **27. SMT. GAYATRI BHATTACHARJEE**,(PAN: AZFPB1281N), (Aadhar No: - 212196681736) (DOB: 07.12.1958) married daughter of Late Sachindranath Chakraborty @ Sachin Chakraborty @ Sacchida Nanda Chakraborty and wife of Late Utpal Kumar Bhattacharjee, by occupation - Pensioner Housewife; **28. SMT. LILI BANERJEE**, (PAN: ACWPB7213Q), (Aadhar No: - 652682166595)( DOB: 01.01.1955) married daughter of Late Sachindranath Chakraborty @ Sachin Chakraborty @ Sacchida Nanda Chakraborty and wife of Shri Samir Banerjee, by occupation - Retired Govt. WB Pensioner; **29. SHRI.SOMNATH CHAKRABORTY**, (PAN: BAGPC6660R), (Aadhar No: - 400435513469)(DOB: 28.12.1958), son of Late Sachindranath Chakraborty @ Sachin Chakraborty @ Sacchida Nanda Chakraborty, **30. SHRI. DEBNATH CHAKRABORTY**, (PAN: ABVPC8368D), (Aadhar No: - 914592862696)( DOB: 10.01.1959) son of Late Sachindranath Chakraborty @ Sachin Chakraborty @ Sacchida Nanda Chakraborty, by occupation - Retired; **31. SMT. RINKU SANYAL**, (PAN: BSMPS8453C), (Aadhar No: - 237526717991)(DOB: 15.01.1974) , daughter of Late Shri Binoy Kumar Sanyal and Late Smt. Ira Sanyal by occupation - Union Government Employee; **32. SMT. NIBEDITA KUNDU** (PAN: ALBPK7918F), (Aadhar No: - 682394190229)(DOB: 15.10.1981), married daughter of Late Binoy Kumar Sanyal and Late Ira Sanyal, wife of Late Amalendu Kundu, All residing at present amalgamated premises No:41/1/1, Joynarayan Banerjee Lane, Baranagar, Kolkata- 700 036, in the District North 24 Parganes, All by Faith

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Partner

- Hindu, All by Nationality Indian, called as the " **OWNERS/LAND OWNERS**" (which terms or expression shall unless excluded by and / or subject or context be deemed to include heirs, executors, legal representatives, successors and assigns ) Through constituted attorneys of Owners Nos. 3 to 32, **AMBERDEB CONSTRUCTION LL.P**, having PAN :ABZFA4788R, is a corporate body under the Limited Liability Partnership Act, 2008(6 of 2009) (D.O.I : 01.09.2022), with its registered office at 41/1/1, Joy Narayan Banerjee Lane, Ground Floor, P.S & P.O - Baranagar, Kolkata - 700036, represented by its designated partners - **(1).SRI DEBRAJ MUKHERJEE** [(PAN: AOIPM5515J), (Aadhar No:- 292973041396), (D.O.B: - 05.08.1981)], son of Late Kalyan Mukherjee, by faith - Hindu, by Nationality - Indian, by occupation - Business, residing at 28/8, Joy Narayan Banerjee Lane, P.S & P.O - Baranagar, Kolkata - 700036, **(2).MRS. BHAVANA BHALLA**[(PAN: AEPPB8232C), (Aadhar No: - 522505112573), (D.O.B: - 26.09.1972) , daughter of Late Surendra Kumar Bhalla, by faith - Hindu, by Nationality - Indian, by occupation - Business, residing at 5 No. Circus Row, P.O - Circus Avenue, P.S - Benia Pukur, Kolkata - 700017, through 4(four) Registered Power of Attorney which registered at A.D.S.R., Cossipore Dumdum and recorded **1.** in book No.I, Volume No. 1506-2023 , Pages 96938 to 96953, being no. 150603219 for the year 2023, **2.** in book No.I, Volume No. 1506-2023 , Pages 100658 to 100680 , being no. 150603346 for the year 2023, **3.** in book No.I, Volume No. 1506-2024 , Pages 216524 to 216552 , being no. 1506007068 for the year 2024, **4.** in book No.I, Volume No. 1506-2024 , Pages 292999 to 293020, being no. 150609974 for the year 2024 of the **FIRST PART**

**AND**

**AMBERDEB CONSTRUCTION LL.P** (PAN: ABZFA4788R ), a body corporate under the Limited Liability Partnership Act,2008(6 of 2009) having its Registered Office at 41/1/1, Joy Narayan Banerjee Lane, Ground floor, P.S. & P.O. Baranagar, Kolkata - 700 036, represented by its designated partners **1. SRI DEBRAJ MUKHERJEE** (PAN: AOIPM5515J) son of Late Kalyan Mukherjee, by Faith - Hindu, by Occupation - Business, by Nationality - Indian, residing at 28/8 Joy Narayan Banerjee Lane, P.S. & P.O. Baranagar, Kolkata - 700 036, **2. MRS. BHAVANA BHALLA** (PAN:AEPPB8232C)(AADHAAR:52250511 2573), Daughter of Late Surendra Kumar Bhalla, by Faith - Hindu, by Occupation - Business, by Nationality - Indian, residing at 5 No. Circus Row, P.O. Circus Avenue, P.S. Benia Pukur, Kolkata - 700 017, hereinafter jointly called and referred to as the "**DEVELOPER**" [which expression shall unless excluded by or repugnant to the context be deemed to mean and include its executors, administrators, successors-in-office, successors-in-interest and/or permitted assigns] of the **SECOND PART**.

AMBERDEB CONSTRUCTION LLP  
  
Partner

**AND**

**MR.** \_\_\_\_\_ (PAN: \_\_\_\_\_), Son of \_\_\_\_\_, by Occupation-  
Both by faith Hindu, Both by Nationality, residing at \_\_\_\_\_,  
hereinafter called and referred to as the "**PURCHASER**" (which term or  
expression shall unless excluded by or repugnant to the context or subject to be  
deemed to mean and include their legal heirs, executors, representatives,  
administrators and assigns) of the **THIRD PART**.

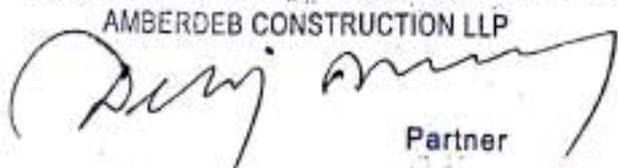
**WHEREAS** predecessor in title Pronab Kumar Mukherjee, son of Late Krishna Lal Mukherjee, has become owner of **ALL THAT** piece and parcel Land( Lot B/1) measuring an area of 5 Cottahs 2 Chittack 11 sq ft be the same little more or less togetherwith old Building, land pertaining to Mouza Baranagar, P.S. Baranagar, and comprised in portion of R.S. Dag No. 6522 and 6528 under Khatian No. 495 and 938, J.L. No. 5,R.S. No. 6, Touzi No. 1068/2833, in the local limits of Baranagar Municipality, situated and lying at and being portion of premises No. 41/1, Joynarayan Banerjee Lane, Baranagar, Kolkata- 700 036, in the District North 24 Parganes, Sub Registry Office Cossipore Dumdum in the district of 24 Parganas(North) having all rights and liberties for ingress and egress over and through the land, and common rights and privileges thereto by virtue of Partition Deed dated 16.10.1985 vide Book No.1, Volume No.87, Pages from 171 to 182, Deed No. 4580 for the year 1985.

**AND WHEREAS** afterthat Pronab Kumar Mukherjee son of Late Krishna Lal Mukherjee, become absolute owner of **ALL THAT** piece and parcel Land( Lot B/1) measuring an area of 5 Cottahs 2 Chittack 11 sq ft be the same little more or less togetherwith old Building, land pertaining to Mouza Baranagar, P.S. Baranagar, and comprised in portion of R.S. Dag No. 6522 and 6528 under Khatian No. 495 and 938, J.L. No. 5,R.S. No. 6, Touzi No. 1068/2833, in the local limits of Baranagar Municipality, situated and lying at and being portion of premises No. 41/1, Joynarayan Banerjee Lane, Baranagar, Kolkata- 700 036, in the District North 24 Parganes, Sub Registry Office Cossipore Dumdum in the district of 24 Parganas(North).

**AND WHEREAS** after mutation in the Baranagar Municipality renumber as Premises No. 41/1/1, Joynarayan Banerjee Lane, Baranagar, Kolkata-700 036, in the District North 24 Parganes as well as Block Land and Land Reform Office, as L.R. Dag No. 9696 and 9695 and L.R. Khatian No.12241 the present Vendor/owner has paying taxes to Baranagar Municipality.

**AND WHEREAS** Mr. Pronab Kumar Mukherjee son of Late Krishna Lal Mukherjee, has sold All That land measuring 1(one) Cottah 12(twelve) Chittaks out of total land **ALL THAT** piece and parcel Land measuring an area of 5 Cottahs 2 Chittack 11 sq ft be the same little more or less along with two storied building measuring about Ground floor 600 sq ft more or

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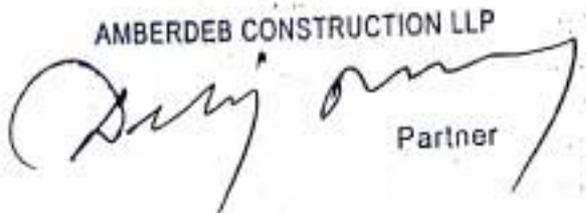
Partner

less, First Floor. 684 sq ft more or less, both cement flooring, 35 years old thereupon, land pertaining to Mouza Baranagar, P.S. Baranagar, and comprised in portion of R.S. Dag No. 6522 and 6528 under Khatian No. 495 and 938, L.R. Dag No. 9696 & 9695 and L.R. Khatian No.12241, J.L. No. 5, R.S. No. 6, Touzi No. 1068/2833, in the local limits of Baranagar Municipality, Holding No.274, Ward No.34, situated and lying at and being portion of premises No. 41/1/1, Joynarayan Banerjee Lane, Baranagar, Kolkata- 700 036, in the District North 24 Parganes, Add Dist Sub Registry Office Cossipore Dumdum in the district of 24 Parganas(North) to buyers Sri Tapan Roy and Smt. Sonali Roy of 34, Boral Para Lane, Kolkata- 700036 .

**AND WHEREAS** afterthat Pronab Kumar Mukherjee son of Late Krishna Lal Mukherjee, become absolute owner of **ALL THAT** piece and parcel Land measuring an area of 3 Cottahs 7 Chittack 11 sq ft be the same little more or less (as per municipal records) togetherwith old Building , land pertaining to Mouza Baranagar,P.S. Baranagar, and comprised in portion of R.S. Dag No. 6522 and 6528 under Khatian No. 495 and 938, J.L. No. 5, R.S. No. 6, Touzi No. 1068/2833, in the local limits of Baranagar Municipality, situated and lying at premises No. 41/1, Joynarayan Banerjee Lane, Baranagar, Kolkata- 700 036, in the District North 24 Parganes, Sub Registry Office Cossipore Dumdum in the district of 24 Parganas(North).

**AND WHEREAS** due to availability of second accommodation, the said Vendor/owner sold and transfer **ALL THAT** piece and parcel Land measuring an area of 3(Three) Cottahs 7 (Seven)Chittack 11(Eleven) sq ft be the same little more or less along with two storied building measuring about Ground floor 600 sq ft more or less, First Floor.684 sq ft more or less, both cement flooring, 35 years old thereupon, land pertaining to Mouza Baranagar,,P.S. Baranagar, and comprised in portion of R.S. Dag No. 6522 and 6528 under Khatian No. 495 and 938, L.R. Dag No. 9696 & 9695 and L.R. Khatian No.12241, J.L. No. 5,R.S. No. 6, Touzi No. 1068/2833, in the local limits of Baranagar Municipality, Holding No. 274, Ward No.34, situated and lying at premises No. 41/1/1, Joynarayan Banerjee Lane, Baranagar, Kolkata- 700 036, in the District North 24 Parganes, Add Dist Sub Registry Office Cossipore Dumdum in the district of 24 Parganas(North) along with all easement rights(Hereinafter referred to as said Land & Building) having all rights and liberties for ingress and egress over and through the land, and common rights and privileges thereto in favour of Mrs. Bhavana Bhalla & Mr. Debraj Mukherjee (Owners No.1&2) which have recorded in A.D.S.R. Cossipore Dumdum, as Book No. 1, Volume No.1506-2022, Pages from 213111 to 213140 Being No.150600 4133 in the year 2022 for valuable consideration.

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Partner

AND

**WHEREAS** one Late Digambar Chakraborty was the owner of ALL THAT piece and parcel of bastu land measuring about 5 cottah 11 chittaks More or less comprised in Mouja Baranagar, Alipore Collectorate Touzi No.1068/2833, Division I, Sub Division 1, Holding No.142, Premises No.15, Boral Para Lane, Police Station Baranagar, District - North 24 Parganas within the jurisdiction of A.D.S.R.O. Cossipore Dum Dum and became well seized and possessed of the same.

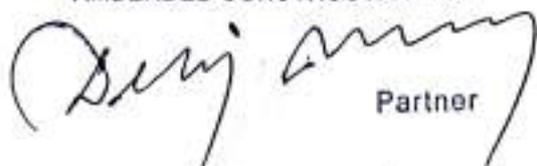
**AND WHEREAS** the said Late Digambar Chakraborty by a Bengali Deed of Gift dated 8<sup>th</sup> Poush, Year 1284 gifted the aforesaid property in favour of his daughter-in-law Smt. Raj Kumari Devi and delivered peaceful possession in her favour. The said Smt. Raj Kumari Devi died intestate leaving behind her surviving, Sri Gopal Chandra Chakraborty, as her only legal heir and survivor in respect of the said property.

**AND WHEREAS** after obtaining the aforesaid property by way of inheritance, the said Late Gopal Chandra Chakraborty had been possessing and enjoying the aforesaid property without any objection and/or interruption by constructing a dwelling unit thereon. The said Late Gopal Chandra Chakraborty died intestate leaving behind his four sons, Sri Ras Behari Chakraborty, Sri Binod Behari Chakraborty, Sri Kunja Behari Chakraborty and Sri Charu Charit Chakraborty respectively as his only surviving legal heirs and successors in respect of the said property, The Wife of Gopal Chandra Chakraborty predeceased him. After the demise of said Late Gopal Chandra Chakraborty, his said legal heirs and successors became the joint owners of the said property by way of inheritance each having undivided 1/4<sup>th</sup> share of the same.

**AND WHEREAS** the said Ras Behari Chakraborty died intestate leaving behind him Smt. Subasini Devi, Sri Shasanka Sekhar Chakraborty and Sri Sudhangsu Sekhar Chakraborty, his wife and sons respectively, as his only surviving legal heirs and successors in respect of the aforesaid undivided 1/4<sup>th</sup> share in the said property.

**AND WHEREAS** by a Deed of Partition dated 16<sup>th</sup> January, 1934 which is registered at Sub Register, Cossipore Dumdum vide Book no.1, Volume No.2, Pages from 288 to 293, being No.53 for the year 1934, As per Partition Deed, the aforesaid Smt. Subhasini Devi, Sri Shasanka Sekhar Chakraborty and Sri Sudhangsu Sekhar Chakraborty(minor) became the owner of ALL THAT demarcated 1/4<sup>th</sup> share of the aforesaid land measuring 01 (one) cottah 06 (six) chittacks 30 (thirty) sq. ft. comprised in Mouja Baranagar, Alipore Collectorate Touzi No.1068/2833, Division I, Sub Division 1, Holding No.142, J.L. No.05, Re. Sa. No.06, Khatian No.1437, Dag No.6527, Premises No. 14( now 15/3 & 15/4), Boral Para Lane, Police Station Baranagar, District - North 24 Parganas within the jurisdiction of

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Partner

A.D.S.R.O. Cossipore Dum Dum and became the joint owners of the said property each having undivided 1/3<sup>rd</sup> share of the same .

**AND WHEREAS** the said Smt. Subhasini Devi died intestate leaving behind her surviving Sri Shasanka Sekhar Chakraborty and Sri Sudhangsu Sekhar Chakraborty as her only surviving legal heirs and successors in respect of the aforesaid property. Upon her death her undivided 1/3<sup>rd</sup> share devolved upon the surviving legal heirs.

**AND WHEREAS** by a Deed of Partition Book No.1, Volume No.82, Pages 12 to 15, being No.4111 for the year 1973 dated 29.05.1973 duly registered before the A.D.S.R.O., Cossipore Dum Dum, between Sri Shasanka Sekhar Chakraborty and Sri Sudhangsu Sekhar Chakraborty. The said Sudhangsu Sekhar Chakraborty became the exclusive owner of ALL THAT demarcated 1/2 share of the aforesaid total land that is measuring 13 (thirteen) chittacks more or less[physical] comprised in Mouja Baranagar, Alipore Collectorate Touzi No.1068/2833, Division I, Sub Division 1, Holding No.142, J.L. No.05, Re. Sa. No.06, Khatian No.1437, Dag No.6527, and mutated as Premises No.15/4, Boral Para Lane, Police Station Baranagar, District - North 24 Parganas (more fully described in the First Schedule hereunder written) within the jurisdiction of A.D.S.R.O. Cossipore Dum Dum

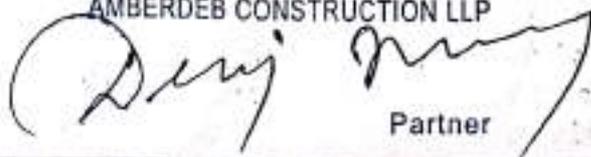
**AND WHEREAS** by a Deed of Gift dated 20.04.1983 duly registered before the Office of the Addl. District Registrar, Barasat and recorded in Book No.1, Volume No.22, pages 60 to 65 being No.1083 for the Year 1983 the said Sudhangsu Sekhar Chakraborty gifted the aforesaid property in favour of his two sons Sri Sanat Kumar Chakraborty and Sri Anup Kumar Chakraborty who became the joint and undivided owner in respect of the said land each having ½ share thereof.

**AND WHEREAS** the said Sri Anup Kumar Chakraborty died intestate as on 05.05.2013 and upon his death his wife and son namely Smt.Bulu Chakraborty and Sri Amartya Chakraborty hereof became the joint owner in respect of the 50% share of the said land and had been occupying & enjoying the said property as lawfully seized & well possessed as the joint owners without any encumbrances and objections whatsoever from any quarter with the absolute right to sale, mortgage, transfer, devolution etc., and had been paying all the relevant statutory rates & taxes from time to time.

**AND WHEREAS** on the other hand said Sanat Kumar Chakraborty is the lawful owner of the above mentioned 50% share of land.

**AND WHEREAS** the owners No. 3 to 5 are now desirous of developing the said land measuring 13 (thirteen) chittacks more or less by constructing a multi - storied building as per building plan to be sanctioned by the Baranagar Municipality but the due to financial stringency, it will neither be practical nor possible for them to develop the said premises by

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Partner

constructing a Multi- storied building thereat in accordance with the building plan is in the look out for a responsible and reputable Promoter/ Developer/ Builder/ Contractor in conjunction with the owners No. 3 to 5 .

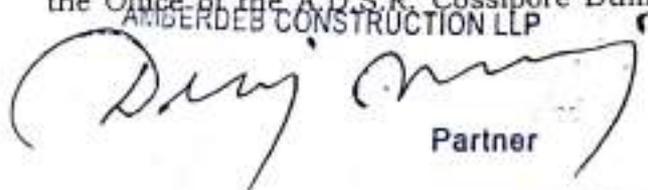
**AND WHEREAS** so by the Registered Development agreement dated 29<sup>th</sup> day of March, 2023 which have recorded in A.D.S.R. Cossipore Dumdum, as Book No. 1, Volume No.1506-2023, Pages from 96772 to 96799 Being No.1506003212 in the year 2023 as well as Registered Power of Attorney dated 29<sup>th</sup> day of March,2023, which have recorded in A.D.S.R. Cossipore Dumdum, as Book No. 1, Volume No.1506-2023, Pages from 96938 to 96953 ,Being No.1506003219 in the year 2023 made and entered into between the vendors/Land Owners and **AMBERDEB CONSTRUCTION LL.P** (PAN: ABZFA4788R ), a body corporate under the Limited Liability Partnership Act,2008(6 of 2009) having its Registered Office at 41/1/1, Joy Narayan Banerjee Lane, Ground floor, P.S. & P.O. Baranagar, Kolkata - 700 036 being represented by its Partners herein under certain terms and conditions with power to enter into agreement for Sale with the intending buyers of Flats, spaces etc. to be constructed in the said Premises and receive the earnest money, part payment and the entire sale consideration thereof and execute the respective deed of conveyance etc.

**AND**

**WHEREAS** by a Deed of Partition dated 16<sup>th</sup> January, 1934 which is registered at Sub Register, Cossipore Dumdum vide Book no.1, Volume No.2, Pages from 288 to 293, being No.53 for the year 1934. As per Partition Deed,the aforesaid Late Charu Charit Chakraborty became the owner of ALL THAT demarcated 1/4<sup>th</sup> share of the aforesaid land measuring 01 (one) cottah 14 (fourteen) chittacks comprised in Mouja Baranagar, Alipore Collectorate Touzi No.1068/2833, Division I, Sub Division 1, Holding No.391, J.L. No.05, Re. Sa. No.06, Khatian No.1437, R.S. Khatian No.6175, Dag No.6527, Premises No.14( Now 15/2), Baral Para Lane, Police Station Baranagar, District - North 24 Parganas within the jurisdiction of A.D.S.R.O. Cossipore Dum Dum and became the joint owners of the said property .

**AND WHEREAS** the said Charu Charit Chakraborty died intestate on 14.02.1976, leaving behind his widow namely Kamala Bala Chakraborty and four sons namely Tara Prasad Chakraborty, Asoke Chakraborty, Asit Chakraborty and Sitangshu Sekhar Chakraborty and two daughters namely Shefalika Moitra and Mira Moitra as his only surviving legal heirs and successors in respect of the aforesaid property as renumber as Premises No. 15/2, Boral Para Lane, P.S. Baranagar, Kolkata - 700036.

**AND WHEREAS** by a Deed of Gift dated 03.11.1990 duly registered before the Office of the A.D.S.R. Cossipore Dumdum and recorded in Book No.1,

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Volume No.114, pages 437 to 446 being No.5189 for the Year 1990 the said Smt. Kamala Bala Chakraborty, Shefalika Moitra and Mira Moitra out of their natural love and affection gifted their undivided 3/7<sup>th</sup> share in the aforesaid property in favour of Tara Prasad Chakraborty, Asoke Chakraborty and Sitangshu Sekhar Chakraborty who became the joint and undivided owner in respect of the said land.

**AND WHEREAS** That the said Asit Chakraborty died intestate on 20.09.1980 leaving behind his widow Aparna Chakraborty and only married daughter Aditi Chatterjee as his only surviving legal heirs and successors in respect of the aforesaid property and they are co-sharer in respect of Premises No. 15/2, Boral Para Lane, P.S. Baranagar, Kolkata - 700036.

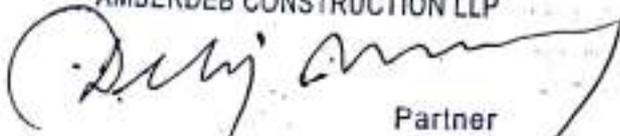
**AND WHEREAS** the said Tara Prasad Chakraborty died intestate on 13.01.2007, leaving behind his widow Tapati Chakraborty and two sons namely Mihir Chakraborty and Samir Chakraborty and one married daughter namely Gouri Bagchi and thereafter said Tapati Chakraborty died intestate on 03.07.2008 leaving behind her two sons namely Mihir Chakraborty and Samir Chakraborty and one married daughter namely Gouri Bagchi as her only surviving legal heirs and successors and they are co-owners in respect of Premises No. 15/2, Boral Para Lane, P.S. Baranagar, Kolkata - 700036.

**AND WHEREAS** by a Deed of Gift dated 04.02.2021 registered before the Office of the A.D.S.R. Cossipore Dumdum and recorded in Book No.1, Volume No.15062021, pages 68651 to 68678 being No. 150601517 for the Year 2021 the said Smt. Gouri Bagchi out of her natural love and affection gifted her undivided share in the aforesaid property in favour of Mihir Chakraborty and Samir Chakraborty who became the joint and undivided owner in respect of the said land.

**AND WHEREAS** The said Sitangshu Chakraborty died intestate on 16.01.2011 leaving behind his widow Chhanda Chakraborty and only son Shuvendu Chakraborty as legal heirs and successors and thereafter said Chhanda Chakraborty died intestate on 06.03.2013 leaving behind her only son Shuvendu Chakraborty as her only surviving legal heir and successor and he is a co-owner in respect of Premises No.15/2, Boral Para Lane, P.S. Baranagar, Kolkata-700036.

**AND WHEREAS** the owners No. 6 to 11 hereof became the joint owner in respect of the said ALL THAT Bastu land measuring 01 (one) cottah 14 (fourteen) chittacks comprised in Mouja Baranagar, Alipore Collectorate Touzi No.1068/2833, Division I, Sub Division 1, Holding No.391, J.L. No.05, Re. Sa. No.06, Khatian No.1437, L.R. Dag No. 9692, L.R. Khatian No. 12283 Premises No.15/2, Baral Para Lane, Police Station Baranagar, District - North 24 Parganas within the jurisdiction of A.D.S.R.O. Cossipore Dum Dum (more fully described in the First Schedule hereunder written). Thereafter the Vendor/Land Owner hereof mutated his name as sole &

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Partner

Exclusive owner with respect to the said Land & building being the premises bearing No.15/2, Baral para Lane, Kolkata - 700 036, 24-Parganas (presently North 24-Parganas) in the concerned Baranagar Municipality and had been occupying & enjoying the said property as lawfully seized & well possessed as the sole owner without any encumbrances and objections whatsoever from any quarter with the absolute right to sale, mortgage, transfer, devolution etc., and had been paying all the relevant statutory rates & taxes from time to time.

**AND WHEREAS** The owners No. 6 to 11 are now desirous of developing the said land measuring 01 (one) cottah 14 (fourteen) chittacks more or less by constructing a multi - storied building as per building plan to be sanctioned by the Baranagar Municipality but the Vendor/Land Owner due to financial emergency, it will neither be practical nor possible for them to develop the said premises by constructing a Multi- storied building thereat in accordance with the building plan is in the look out for a responsible and reputable Promoter/Developer/Builder/Contractor in conjunction with the owners No. 6 to 11.

**AND WHEREAS** as by the Registered Development agreement dated 29<sup>th</sup> day of March, 2023 which have recorded in A.D.S.R. Cossipore Dumdum, as Book No. 1, Volume No.1506-2023, Pages from 99011 to 99047 Being No. (NONO)3244 in the year 2023 as well as Registered Power of Attorney dated 30<sup>th</sup> day of March, 2023, which have recorded in A.D.S.R. Cossipore Dumdum, as in book No.1, Volume No. 1506-2023, Pages 100658 to 100660, being no. 150603346 for the year 2023 made and entered into between the vendors/Land Owners and **AMBERDEB CONSTRUCTION LL.P** (PAN: ABDFR47858), a body corporate under the Limited Liability Partnership Act, 2008 (of 2009) having its Registered Office at 41/1/1, Joy Narayan Batajyee Lane, Ground floor, P.S. & P.O. Baranagar, Kolkata - 700 036 being represented by its Partners herein under certain terms and conditions with power to enter into agreement for Sale with the intending buyers of Flats, spaces etc. to be constructed in the said Premises and receive the earnest money, part payment and the entire sale consideration thereof and execute the respective deed of conveyance etc.

**AND WHEREAS** due to some typographical mistake regarding dag No and Khata No. a deed of declaration executed on 26<sup>th</sup> December, 2024 which have recorded in A.D.S.R. Cossipore Dumdum, as in book No.1, Volume No. 1506 2124, Page 393312 to 393326, being no. 150613587 for the year 2024

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**AND**

**WHEREAS** by a Deed of Partition dated 16<sup>th</sup> January, 1934 which is registered at Sub Register, Cossipore Dumdum vide Book no.1, Volume No.2, Pages from 288 to 293, being No.53 for the year 1934, the aforesaid Kunja Bihari Chakraborty became the owner of ALL THAT land measuring 01 (one) cottah 7(seven) chittacks 22.5 sq ft ( Twenty two point five) comprised in Mouja Baranagar, Alipore Collectorate Touzi No.1068/2833, Division 1, Sub Division 1, Holding No.391, J.L. No.05, Re. Sa. No.06, Khatian No.1437, R.S. Khatian No.6175,Dag No.6527, Premises No.14, Boral Para Lane, Police Station Baranagar, District - North 24 Parganas within the jurisdiction of A.D.S.R.O. Cossipore Dum Dum and thereafter mutated his name and property renumber as Premises No. 15/1, Boral Para Lane, Police Station Baranagar, District - North 24 Parganas

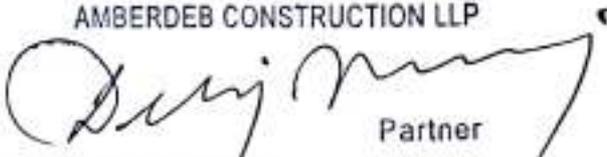
**AND WHEREAS** \_ the said Kunja Bihari Chakraborty died intestate 1939, leaving behind his widow namely Santa Shila Debi and Five sons namely Nalin Lochan Chakraborty, Krishna Chakraborty, Kamal Lochan Chakraborty, Bimal Prakash Chakraborty and Amal Kumar @ Prakash Chakraborty as his only surviving legal heirs and successors in respect of the aforesaid property. The wife of Kunja Bihari Chakraborty, Santa Shila Debi died in the year 1959 leaving behind Five sons namely Nalin Lochan Chakraborty, Krishna Chakraborty, Kamal Lochan Chakraborty, Bimal Prakash Chakraborty and Amal Kumar @ Prakash Chakraborty as her only surviving legal heirs and successors in respect of the aforesaid property

**AND WHEREAS** \_ the said Nalin Chakraborty @ Nalin Lochan Chakraborty died intestate on 25.02.1989 leaving behind his four married daughter Ashrukana Maitra, Alpana Chakraborty, Subhra Roy & Kabita Mukherjee as as his only surviving legal heirs and successors in respect of the aforesaid property,. The wife of Nalin Lochan Chakraborty, Bira Rani Chakraborty died predeceased him on 16.05.1987.

**AND WHEREAS** \_ That the said Krishna Chakraborty died intestate on 16.06.1992 leaving behind his widow namely Anita Chakraborty one son namely Biswajit Chakraborty as his only surviving legal heirs and successors in respect of the aforesaid property,. The wife of Krishna Chakraborty, Anita Chakraborty died on him on 12.01.2000 leaving behind one issue son namely Biswajit Chakraborty as her only surviving legal heirs and successors in respect of the aforesaid property

**AND WHEREAS** \_ the said Kamal Lochan Chakraborty died intestate on 02.07.1994 leaving behind his widow namely Pratima Chakraborty, two son namely Pradip Kr. Chakraborty and Sumit Kumar Chakraborty and one married daughter Nila Chakraborty as his only surviving legal heirs and

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successors in respect of the aforesaid property,. The wife of Kamal Lochan Chakraborty, Pratima Chakraborty died on 04.07.2011 leaving behind Two son namely Pradip Kr. Chakraborty and Sumit Kumar Chakraborty and one married daughter Nila Chakraborty as her only surviving legal heirs and successors in respect of the aforesaid property. Further Pradip Kr. Chakraborty died intestate on 12.07.2020 leaving behind his widow namely Sandeepa Chakraborty and only issue son namely Debjit Chakraborty as his only surviving legal heirs and successors in respect of the aforesaid property

**AND WHEREAS** the said Bimal Prakash Chakraborty (Unmarried) died intestate on 26.12.1996 leaving behind his legal heirs as per Hindu Succession Act, 1956.

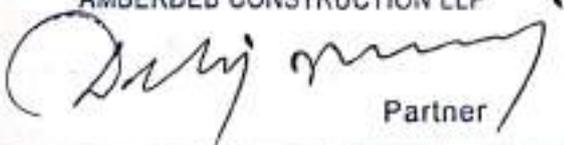
**AND WHEREAS** \_ the said Amal Kumar Chakraborty @ Amal Prakash Chakraborty died intestate on 08.01.1988 leaving behind his widow namely Mira Chakraborty, Three son namely Debasish Chakraborty, Asish Chakraborty and Bikash Chakraborty as his only surviving legal heirs and successors in respect of the aforesaid property,. The wife of Amal Kumar @ Prakash Chakraborty, Mira Chakraborty died on 23.11.2010 leaving behind Three son namely Debasish Chakraborty, Asish Chakraborty and Bikash Chakraborty as her only surviving legal heirs and successors in respect of the aforesaid property.

**AND WHEREAS** the said Debasish Chakraborty, died intestate on 13.09.2023 leaving behind his widow namely Smt. Srabani Chakraborty, only issue( married daughter) namely Smt. Debashree Mondal as his only surviving legal heirs and successors in respect of the aforesaid property.

**AND WHEREAS** the said Ashrukana Maitra died intestate on 06.02.2024 leaving behind two sons namely Mr. Swarup Maitra & Mr. Aparup Maitra as her only surviving legal heirs and successors in respect of the aforesaid sharer of property. The Husband of Ashrukana Maitra, Brajamanik Maitra died predeceased on 25.12.1996. Mr. Swarup Maitra & Mr. Aparup Maitra her(Ashrukana Maitra) only surviving legal heirs and successors in respect of the aforesaid sharer of property.

**AND WHEREAS** \_ by virtue of above fact as well as per Hindu Succession Act, Owners No.12 to 25 now as joint owner of **ALL THAT** Bastu land measuring 01 (one) cottah 7(seven) chittacks 22.5 sq ft ( Twenty two point five) along with 20 year old 500 sq ft cement flooring one storied building lying and situated in Mouja Baranagar, Alipore Collectorate Touzi No.1068/2833, Division 1, Sub Division 1, Holding No.391, J.L. No.05, Re. Sa. No.06, Khatian No.1437, R.S. Khatian No.6175, Dag No.6527, District - North 24 Parganas, in the local limits of Baranagar Municipality, Ward No.01(previous) 34(new), Holding No. 325(new) and Premises No.15/1, Boral Para Lane, Police Station Baranagar, District - North 24 Parganas

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and/ or otherwise as well seized and occupied reserve and enjoys the full absolute right to sale, mortgage, let, lease or otherwise dispose of the same to any person/s against any consideration and/ or conditions as they deems fit and had been occupying & enjoying the said property as lawfully seized & well possessed as the sole owner without any encumbrances and objections whatsoever from any quarter with the absolute right to sale, mortgage, transfer, devolution etc., and had been paying all the relevant statutory rates & taxes from time to time.

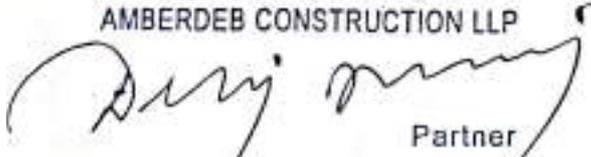
**AND WHEREAS** The Owners No.12 to 25 are now desirous of developing the said land measuring 01 (one) cottah 7(seven) chittacks 22.5 sq ft ( Twenty two point five) more or less ( physical 01 (one) cottah 7(seven) chittacks 22 sq ft ( Twenty two ) by constructing a multi - storied building as per building plan to be sanctioned by the Baranagar Municipality but the Vendor/Land Owner due to financial stringency, it will neither be practical nor possible for them to develop the said premises by constructing a Multi-storied building thereat in accordance with the building plan is in the look out for a responsible and reputable Promoter/Developer/Builder/Contractor in conjunction with the Owners No.12 to 25 .

**AND WHEREAS** so by the Registered Development agreement dated 08 day of July, 2024 which have recorded in A.D.S.R. Cossipore Dumdum, as Book No. 1, Volume No.1506-2024, Pages from 216777 to 216821 Being No.1506007065 in the year 2024 as well as Registered Power of Attorney dated 08 day of July, 2024, which have recorded in A.D.S.R. Cossipore Dumdum, as in book No. in book No.I, Volume No. 1506-2024 , Pages 216524 to 216552 , being no. 1506007068 for the year 2024 made and entered into between the vendors/Land Owners No.12 to 25 and **AMBERDEB CONSTRUCTION LLP** (PAN: ABZFA4788R), a body corporate under the Limited Liability Partnership Act,2008(6 of 2009) having its Registered Office at 41/1/1, Joy Narayan Banerjee Lane, Ground floor, P.S. & P.O. Baranagar, Kolkata - 700 036, being represented by its Partners herein under certain terms and conditions with power to enter into agreement for Sale with the intending buyers of Flats, spaces etc. to be constructed in the said Premises and receive the earnest money, part payment and the entire sale consideration thereof and execute the respective deed of conveyance etc.

**AND**

**WHEREAS** by a Deed of Partition dated 16<sup>th</sup> January, 1934 which is registered at Sub Register, Cossipore Dumdum vide Book no.1, Volume No.2, Pages from 288 to 293, being No.53 for the year 1934, As per Partition Deed, Shri Binod Behari Chakraborty who became the absolute owner in respect of the said land measuring '01' (one) Cottah '02' (two) Chittacks '30' (thirty) Sq.Ft. more or less comprised in Mouja Baranagar, Alipore Collectorate Touzi No. 1068/2833, Division I, Sub Division I. Holding No.142, J.L. No. 05, Re. Sa. No. 06, Khatian No. 1437, Dag No.

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6527, correspondence L.R. Dag No. 9693 ; L.R. Khatian Nos. 12289 & 12290, Premises No. 14(Now 15), Boral Para Lane, Baranagar, P.S & P.O - Baranagar, District - North 24 Parganas, within the jurisdiction of A.D.S.R.O Cossipore Dum Dum

**AND WHEREAS,** the said Shri Binod Behari Chakraborty had died intestate, leaving behind his widow namely, Smt. Mrinalini Chakraborty and two sons namely, Shri Sachindranath Chakraborty @ Sachin Chakraborty @ Sacchida Nanda Chakraborty and Shri Chinmayananda Chakraborty as his only surviving legal heirs and successors in respect of the aforesaid property, renumbered as Premises No. 15, Boral Para Lane, P.S - Baranagar, Kolkata - 700036.

**AND WHEREAS,** the said Smt. Mrinalini Chakraborty died intestate, leaving behind her two sons namely, Shri Sachindranath Chakraborty @ Sachin Chakraborty @ Sacchida Nanda Chakraborty and Shri Chinmayananda Chakraborty as her only surviving legal heirs and the successors of the aforesaid property as mutated and renumbered as Premises No. 15, Boral Para Lane, P.S - Baranagar, Kolkata - 700036.

**AND WHEREAS,** Shri Sachindranath Chakraborty @ Sachin Chakraborty and Shri Chinmayananda Chakraborty had mutated their name in the B.L & L.R.O, Barrackpore as L.R. Dag No. 9693 ; L.R. Khatian Nos. 12289 & 12290.

**AND WHEREAS,** by a Deed of Conveyance (Bengali Kobala), dated 13.09.1960, duly registered before the Office of the S.R. Cossipore, Dum Dum and recorded in Book No. I, Volume No. 94, Pages 289 to 291, being No. 7437 for the Christian Era Year of 1960, the said Shri Chinmayananda Chakraborty, sale, convey and transfer undivided 1/2<sup>th</sup> share in the aforesaid property and below schedule property in favour of his brother Shri Sachindranath Chakraborty @ Sachin Chakraborty @ Sacchida Nanda Chakraborty, who became the absolute owner in respect of the said land measuring '01' (one) Cottah '02' (two) Chittacks '30' (thirty) Sq.Ft. more or less comprised in Mouja Baranagar, Alipore Collectorate Touzi No. 1068/2833, Division I, Sub Division I, Holding No.142, J.L. No. 05, Re. Sa. No. 06, Khatian No. 1437, Dag No. 6527, correspondence L.R. Dag No. 9693 ; L.R. Khatian Nos. 12289 & 12290, Premises No. 14(Now 15), Boral Para Lane, Baranagar, P.S & P.O - Baranagar, District - North 24 Parganas, within the jurisdiction of A.D.S.R.O Cossipore Dum Dum.

**AND WHEREAS,** the said Shri Sachindranath Chakraborty @ Sachin Chakraborty @ Sacchida Nanda Chakraborty had died intestate on the 27<sup>th</sup> of February, 1992 in the Christian Era, leaving behind his widow Smt. Doly Chakraborty, with four married daughters namely, Smt. Ira Sanyal, Smt. Poly Bhattacharya, Smt. Gayatri Bhattacharjee, Smt. Lili Banerjee, and two sons namely - Shri Somnath Chakraborty and Shri Debnath Chakraborty, as his only surviving legal heirs and successors in regards to the afore-

  
Partner

mentioned property and thereby they are the co-owner cum co-sharer as per the Hindu Succession Act of 1956(as amended to date), in respect to the Premises No. 15, Boral Para Lane, Baranagar, Kolkata - 700036, P.O & P.S - Baranagar.

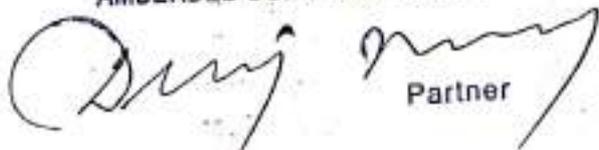
**AND WHEREAS,** the said Smt. Doly Chakraborty, had died intestate on the 26<sup>th</sup> of September, 2015 leaving behind her four married daughters Smt. Ira Sanyal, Smt. Poly Bhattacharya, Smt. Gayatri Bhattacharjee, Smt. Lili Banerjee, and two sons namely - Shri Somnath Chakraborty and Shri Debnath Chakraborty, as her only surviving legal heirs and successors in regards to the aforesaid property and they are the co-owner cum co-sharer as per the Hindu Succession Act of 1956 (as amended to date), in respect of the Premises No. 15, Boral Para Lane, Baranagar, Kolkata - 700036, P.O & P.S - Baranagar.

**AND WHEREAS,** thereafter Smt. Ira Sanyal (now Late), Smt. Poly Bhattacharya, Smt. Gayatri Bhattacharjee, Smt. Lili Banerjee, Shri Somnath Chakraborty and Shri Debnath Chakraborty, had mutated their name as the Joint Owners with respect to the said Land & the Building at the Premises No. 15, Boral Para Lane, Baranagar, Kolkata - 700036, North 24 Parganas, West Bengal, Holding No.15(new), Ward No. - 34 (erstwhile 01), in the concerned Baranagar Municipality as 'Ira Sanyal & Ors.'and have been in occupation and enjoying the said property as lawfully seized & well possessed as the sole owner with the absolute right to sale, mortgage, transfer, devolution, etc., and had been paying all the relevant statutory rates & taxes from time to time.

**AND WHEREAS** the said Smt. Ira Sanyal had died intestate on the 18<sup>th</sup> of January, 2022, leaving behind her two married daughters namely, Smt. Rinku Sanyal & Smt. Nibedita Kundu, as her only surviving legal heirs and successors in respect of the aforementioned property. Smt. Ira Sanyal's husband, Shri Binoy Kumar Sanyal had died predeceased on the 11<sup>th</sup> of July, 1999 in the Christian Era, and they are co-sharer as per the Hindu Succession Act, 1956 (as amended up-to-date) in respect of the Premises No. 15, Boral Para Lane, Baranagar, Kolkata - 700036, P.O & P.S - Baranagar.

**AND WHEREAS,** the Landowners No.26 to 32 came up with the view to construct a 'Multi-Storied Building' over the said land more fully described in the Schedule hereunder written the Owners approached the Developers of the Second Part hereto for a joint venture in relation to the construction and completion of the Multi-Storied building on the aforementioned parcel of land measuring 01 (one) Cottah 2 Chittacks 30 sqft more or less, in strict adherence to the Building Plan so developed, approved, and sanctioned by the Baranagar Municipality exclusively at the costs, expenses and charges borne by the Developer/Promoters and the Developer/Promoters have hereto

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agreed and accepted to the same proposal, on basis of the transactor metrics and other terms and conditions presented herein after.

**AND WHEREAS** so by the Registered Development agreement dated 20<sup>TH</sup> day of September, 2024 which have recorded in A.D.S.R. Cossipore Dumdum, as Book No. 1, Volume No.1506-2024, Pages from 291892 to 291944, Being No.1506009950 in the year 2024 as well as Registered Power of Attorney dated 20<sup>TH</sup> day of September, 2024, which have recorded in A.D.S.R. Cossipore Dumdum, as in book No.I, Volume No. 1506-2024, Pages 292999 to 293020, being no. 150609974 for the year 2024 made and entered into between the vendors/Land Owners No. 26 to 32 and **AMBERDEB CONSTRUCTION LLP** (PAN: ABZFA4788R), a body corporate under the Limited Liability Partnership Act,2008(6 of 2009) having its Registered Office at 41/1/1, Joy Narayan Banerjee Lane, Ground floor, P.S. & P.O. Baranagar, Kolkata - 700 036 being represented by its Partners herein under certain terms and conditions with power to enter into agreement for Sale with the intending buyers of Flats, spaces etc. to be constructed in the said Premises and receive the earnest money, part payment and the entire sale consideration thereof and execute the respective deed of conveyance etc.

**AND WHEREAS** after entering into the said one(1) Deed of Conveyance dated 17.03.2022 and Four Registered Development Agreement dated 29.03.2023(2) 08.07.2024 & 20.09.2024, Present Owners namely Mrs. Bhavana Bhalla, Mr. Debraj Mukherjee, Smt. Bulu Chakraborty, Sri Amartya Chakraborty, Sri Sanat Chakrabarti @ Sri Sanat Kumar Chakraborty, Sri Ashoke Kumar Chakraborty, Sri Mihir Chakraborty@ Chakraborty, Sri Samir Chakraborty, Smt. Aparna Chakraborty Smt. Aditi Chatterjee, Sri Subhendu@ Shuvendu Chakraborty, Mr. Swarup Maitra, Mr. Aparup Maitra, Smt.Alpana Chakraborty, Smt. Subhra Roy, Smt.Kabita Mukherjee, Sri Bishwajit Chakraborty, Sri Sumit Chakraborty, Smt. Nila Chakraborty, Smt. Sandeepa Chakraborty, Smt.Debjit Chakraborty, Smt. Srabani Chakraborty, Smt. Debashree Mondal, Sri Ashish Chakraborty, Sri Bikash Chakraborty, Smt. Poly Bhattacharya, Smt. Gayatri Bhattacharjee, Smt. Lili Banerjee, Shri.Somnath Chakraborty, Shri. Debnath Chakraborty, Smt. Rinku Sanyal & Smt. Nibedita Kundu( as per their ratio) have amalgamated and mutated five plot as Holding No. 41/1/1 and new Premises No. 41/1/1, Joynarayan Banerjee Lane, P.S. Baranagar, Kolkata-700 036, in the District 24-Parganas (North), as total land area 9(nine) Cottahs 00(zero) Chittaks 26(Twenty six) Sq.ft. more or less including common passage ( Properly mentioned in the First Schedule)

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**AND WHEREAS** after mutual discussions caused between the Present Owners and the Developer, the Developer accepted the proposal to implement the said housing project as per the sanctioned **Plan bearing the No. SWS-OBPAS/2103/2024/0511 DATED 31.01.2025**, without objection of owners, subject to the terms and conditions.

**AND WHEREAS** The Promoter has registered the Project under the provisions of the Act with the West Bengal housing Industry Regulatory Authority at \_\_\_\_\_ on \_\_\_\_\_ under registration no \_\_\_\_\_

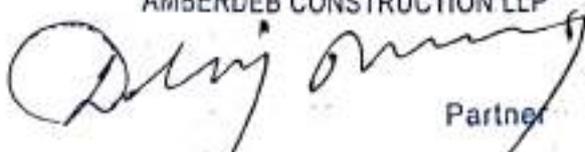
**AND WHEREAS** the construction of the said building to be completed by the said developer within stipulated time mentioned in the Development agreement as per Sanction Plan Vide No SWS-OBPAS/2103/2024/0511 DATED 31.01.2025 (G+4 Storied) and the said land together with the building standing therein being more particularly described in the schedule hereunder written and hereinafter referred to as the 'said building'.

**AND WHEREAS** The Allottee/ Purchaser had applied for an apartment in the Project vide application no \_\_\_\_\_ dated \_\_\_\_\_ and has been allotted apartment No. \_\_\_\_\_ having Total Salable area **sq ft**, on floor, as permissible under the applicable law and of pro rata share in the common areas (" **Common Areas** ") as defined under clause (m) of section 2 of the Act ( hereinafter referred to as the " **Apartment** " more particularly described in **Schedule A** and the floor plan of the apartment is annexed hereto and marked as **Schedule** );

**AND WHEREAS** The Allottee/ Purchaser had applied for an apartment in the Project vide application no \_\_\_\_\_ dated \_\_\_\_\_ and has been allotted self contained independent Flat on the side of the **Ground Floor** of the said building admeasuring **sq.ft.** more or less super built-up area ( Carpet Area **sq ft** more or less, Balcony area **sq ft** more or less, salable area **sq ft** more or less), at Premises No. 41/1/1, Joy Narayan Banerjee Lane, P.S. Baranagar, Kolkata-700036 fully mentioned in the Second Schedule hereunder written and hereinafter referred to as the 'Said Flat' along with undivided proportionate impart able share or interest in the land underneath the said building fully mentioned in the first schedule hereunder written together with all easement rights over all the common areas and common portions in the said building and premises under Developer Allocation.

**AND WHEREAS** Purchaser has entered into a registered Agreement for Sale with the Developer/Confirming Party on \_\_\_\_\_ which has registered at A.R.A. IV, Kolkata vide Book No. 1, Volume No. 1904-2025,

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pages to , Deed No for the 2025, under certain terms and conditions written thereunder.

**AND WHEREAS** presently the construction of the said proposed building on the land as described in the First Schedule is complete with all amenities and facilities like water supply, electric etc. which is referred to hereafter as 'the said Building' as per the said sanctioned building plan at the cost a expenses of the Developer herein

**AND WHEREAS** The Developer/Confirming Party herein already fulfilled all terms & conditions of the said Development Agreement towards its liability with respect to Owners' Allocation through transfer and handing over of possession of those allocations to their respective owner .

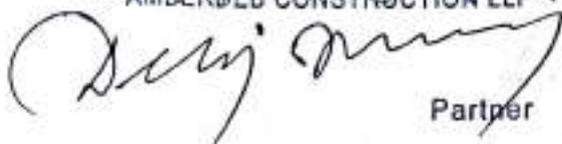
**AND WHEREAS** thereafter the Developer/Confirming Party has become entitled in all respect, as beneficial absolute owner, as it deems fit, to sell ,transfer ownership & hand over of possession etc., of all or any of the remaining flats/ units/ shops/ garage/ commercial space etc., falling under the category of 'Developer's Allocation ' in the said newly constructed multi-storied BUILDING along with proportionate share of the undivided & impartible interest in the land underneath the said Building & easement rights attached thereto, unto and in favour of the prospective / intending Purchaser(s) / buyer(s) at any rate or price to be mutually decided and execute sale deed to this effect.

**AND WHEREAS** the Purchaser herein now have requested the Vendor and the Developer herein to complete the process of sale of the said FLAT through execution of registered sale deed against full payment of the consideration money as agreed being paid on or before the execution of the deed .

**NOW THIS INDENTURE OF ABSOLUTE SALE WITNESSETH AS  
HEREUNDER :**

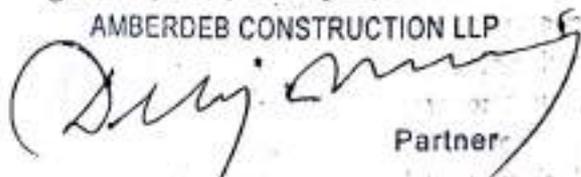
That in pursuance of the afore said agreement and in consideration of the said sum of **Rs.** /- (Rupees Only) paid by the Purchaser herein unto the Vendor/Developer on or before execution of these presents the receipt of which sum and every part thereof the Vendor/ Developer doth hereby admits, confirms and acknowledges as the full consideration money and who acquits the Purchaser and his heirs, legal assigns etc. from making any further payments towards sale consideration and also herein provide the requisite receipt annexed hereunder and out of said sum of consideration money the Developer

That in pursuance of the above said agreement for sale and in consideration of the total sum paid by the Purchaser to the Developer/Confirming Party herein on or before the execution of these

  
Partner

presents, the receipt of which & every part thereof the DEVELOPER / CONFIRMING PARTY doth hereby admits and acknowledges and also grant a formal receipt, annexed herewith these presents and acquits the AND out of the above mentioned total consideration money a proportionate amount having been appropriated for the construction made by the Confirming Party AND the Vendor and Confirming Party do hereby grant, convey, release and discharge to the said Purchaser **ALL THAT** a self contained marble flooring Flat No. \_\_\_\_\_ admeasuring \_\_\_\_\_ sq.ft., inclusive of super built up area (which includes covered area of the Unit plus proportionate share in staircase area and 25% super built up thereupon), be it the same a little more or less, comprising of Two (2) Bed Rooms, Dining cum Drawing Room, Kitchen, one(1) Bathroom and One Balcony on the **Floor,** \_\_\_\_\_ Side of the new building and numbered as the municipal at premises No. 41/G., Joy Narayan Banerjee Lane, P.S. Baranagar, Kolkata-700036, **AND** firstly the Vendor and the parties to the first part herein jointly and severally as being absolute joint owner of the said Developed Land doth hereby transfer, sell, convey, release, assign and assure the proportionate undivided impartible share of interest in the developed land upon which Building in which situates the **FLAT** hereby sold and granted, conveyed, transferred and or assured to be so and secondly & simultaneously the **DEVELOPER/ CONFIRMING PARTY** herein, as the beneficial owner doth hereby transfer, sell, convey, release, assign and assure by way of absolute sale the said Flat **TOGETHER WITH** full and free right for Purchaser his heirs, executors, tenants, servants, agents, visitors and all persons authorized by Flat owner from time to time and at all times hereafter and for all purposes connected with the use and enjoyment of the said Flat / Unit or any part thereof and to pass and re-pass along with the staircase and to use the common areas, portions and facilities and also full and free right and liberty for the Purchaser his heirs, executors, successors-in-interest to draw lay, carry all connection including electric telephone etc. as may be deemed necessary by the Purchaser for his best residential use, as they think fit, and enjoyment of the said Flat/Unit **TOGETHER WITH** other rights and liberties, easements, privileges, advantages and appurtenances whatsoever belonging to the said Commercial Space or anywise appertaining thereto or usually held occupied or accepted reputed or known as part of parcel thereof appurtenant thereto **AND** the reversion and reversions remainder or remainders and rents, issues, profits thereof **AND** all the estate, right, title and interest inheritance use, trust, possession property claim and demand whatsoever of the Vendors and Confirming Party or into out of and upon the said unit and every part thereof **UNTO AND TO THE USE OF THE PURCHASER AND TO HAVE, TO HOLD, TO POSSESS AND TO ENJOY** the **SAID FLAT** forever free from all encumbrances, charges, all kinds of mortgage, agreement to sell, court litigation's and any other statutory charges which has already been described hereinabove and particularly described in the Third Schedule hereunder written **AND** hereby granted, sold, conveyed, transferred and confirmed expressed or intended so

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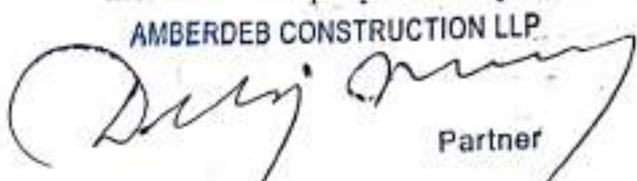
to be unto and to the use of the said Purchaser his heirs, executors, administrators, assigns absolutely unconditionally forever **AND** both the Vendor/Owner and Developer/ Confirming Party hereby declare that to the extent of their respective right, title and interest they are seized and possessed of or otherwise well and sufficiently entitled to and have good right, marketable title and full power and absolute authority to grant, transfer, sell, convey the said Flat hereby granted, sold, conveyed and transferred or expressed or intended so to be unto and to the use of the said Purchaser in the manner aforesaid and they have not in any way encumbered the said property hereby conveyed by this deed of conveyance or that the said property is not the subject matter of any pending litigation or the said Flat or the said Building has not been included in any improvement scheme of the state or other local authority **AND** Purchaser his heirs, executors and assigns shall and may at all times peacefully and quietly possess and enjoy the said Flat and receive the rents, issues and profits thereof without any lawful eviction and interruption hindrances disturbances claim or demand whatsoever from or by the Vendors and Confirming Party or any person or persons lawfully or equitably claiming from under or in trust for him.

**AND THAT** the Developer/Confirming Party shall always and from time to time as and when required by reasons of further additional construction and or addition of floor/storey to the existing Building shall be entitled to connect the electric, water, sanitary, and drainage, fittings to the additional structures and floor/ stories with the connection and/or sources that may then be existing for the other already constructed flats/ commercial space/ shop /units and /or portions thereof and the said additional and or added structures shall be entitled to all the benefits, advantages, easement and facilities as the other parts of the said building for the time being shall have.

**AND THAT** after the physical possession of the said unit is taken over by the Purchaser, the Purchaser shall not be entitled in any way to create any sorts of disputes or lodge any claim for any amount for any bad workmanship of inferior quality for the materials used in the said building nor any constructional defects in the said building or in the said unit/ Flat. After the registration of this sale deed and while the possession of the said Flat/ residential Unit is handed over to the Purchaser, they shall maintain all the 'Terms & conditions' and 'Rules & regulations' framed by the 'Apartment Owners' Association' in the Building to be formed amongst and by the flats/ Shops/ Garage/ Commercial Space owners or their legal occupiers, as the case may be.

**AND THAT** the Purchaser shall permit the Owners/ Developer/Confirming Party and/or Association and their surveyors and agents or workman and others as also the officers and staffs of any public supply authority or bodies at all reasonable time to enter into and upon the said Flat / unit or any part thereof for the purpose of repairing any part thereof or the building and for

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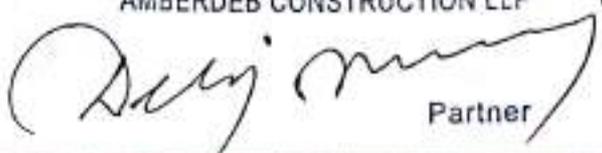
the purpose of making repairing, maintaining, clearing, lighting, and keeping in order and good conditions all service, drains, pipes, cables, water, common structure or other conveniences belonging to or serving or used for the said building and also for the purpose of pulling down, maintaining, repairing and testing drainage, water pipes and electric wires and connections and for similar or any other purposes.

**AND THAT** free and clear and freely and clearly and absolutely discharged, exonerated from all encumbrances made or suffered by this Vendor and Developer/Confirming Party herein according to their respective right and title or any person or persons lawfully or equitably claiming as aforesaid will sufficiently serve defend keep harmless and indemnified or from or against all former and other estate, liens, encumbrances, attachments and executing whatsoever made done executed, occasioned or suffered by both the Vendors/Owners and Developer/Confirming Party herein subject to their individuals unit and extent of right or any person or persons lawfully equitably claiming as aforesaid.

**THE PURCHASER DOTH HEREBY COVENANT WITH THE LAND OWNERS/ VENDORS/ DEVELOPER/ CONFIRMING PARTY** as follows:-

- a) The Purchaser shall not for any reason whatsoever obstruct or raise any objection to or put up claims of any nature whatsoever to the Owners / Developer in effecting transfer of the remaining share in the land and/or the other portions of the building/proposed building and/or parts or any flats/units thereof to any other person or persons nor obstruct to construct further storey thereupon for sale and/or to occupy it from time to time.
- b) The Purchaser shall allow the Developer/Association and its workmen to enter into the said Flat for carrying out the works required for the common purpose on receipt of prior notice in this regard.
- c) The Purchaser shall pay, the proportionate share of the common expenses as mentioned above, regularly and punctually within 7<sup>th</sup> of every current month or on demand made by the Developer/ Apartment Owners' Association in respect of all outgoings including cost of maintenance and the rates and taxes for the land and the building and of the said Flat until it is assessed separately. The Purchaser shall independently pay and meet all the charges for electricity and other utilities/services of the said Flat and upon mutation shall pay the Municipal rates or taxes relating to the said individual Flat/ Unit wholly.
- d) The Purchaser shall not store in the said Flat/ Unit any goods or materials which are of hazardous, obnoxious, combustible or dangerous in nature or are so heavy as to damage the construction or structure of the building in which the said Flat is situated or storing of which is unlawful..
- e) The Purchaser shall carry out at the Purchaser' cost all internal repairs of the said Flat but shall not do or cause to be done anything in or to the

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building in which the Unit is situated or Flat itself in violation of the provisions of any Act, Rules or Bye-laws for the time being in force regulating construction and/or maintenance and/or use of the unit or in relation thereto .

f) The Purchaser shall not demolish or cause to be demolished the flat or any part thereof, nor at any time make or cause to be made any addition or alternation of whatsoever nature in or to the said Flat or any part thereof or to the building, nor any alternation in the elevation and outside colour scheme of the building/ Flat rather shall keep the common portions, sewers, drains, pipes in the building and appurtenances thereto and the Flat itself in good tenantable repair condition and shall not chisel or in any other manner damage columns, beams, walls, slabs or RCC or other structural members in the Flat or any portion of the building causing danger to the existing structure of the building where on the said Flat is situated. The Purchaser shall however be allowed to repair and change the doors, windows and grills when the same become old and broken and can also fix A.C. machine, personal service amenities etc. in the said Flat without disturbing the co-owners.

g) Not to throw dirt, rubbish, rages, garbage or other refuse or permit the same to be thrown from the said Flat/Unit in the compound or any portion of the said building in which the said Flat is situated. Nor shall cause any nuisance or annoyance to the Co-Purchaser and/or occupants of the said building nor to do anything whereby the other co-Purchaser is obstructed or prevented from enjoyment of the common portions and areas and their respective flats/ Shops.

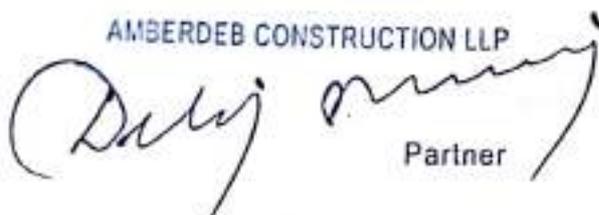
h) The Purchaser will apply to the C.E.S.C. for his separate electric meter and bear the entire cost thereof i.e. installation cost, security deposit, misc. costs etc. The meter would be installed in the common electric meter space of the premises.

j) The Purchaser shall use the said Flat for residential purpose only and in no case shall use the same as harbor therein any criminal or terrorists.

k) Proportionate share of Municipal Rates and Taxes levied and/or all other expenses and outgoings necessary and incidental to the use of the said Flat sold to him shall be paid by the Purchaser.

l) The Purchaser shall pay the proportionate share of Municipal Taxes, water Taxes or like taxes under any law which may be assessed on the said entire building to the Confirming Party against valid receipt, so long as the said Flat sold hereby to the Purchaser is separately assessed by the competent authority.

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m) The Purchaser shall not make or cause to be made any annoyance or disturbance to the owner and legal occupiers of the other flats/Shops/ Units/ Space of the said building or premises.

n) The Purchaser shall not do or cause to be done any act or deed whereby the mutual cordial relationship with the Apartment Owners' Association of the said premises may be jeopardized.

o) The Purchaser shall not store any inflammable combustible obnoxious and/or objectionable goods or materials, in the said Flat sold to him or any part thereof but shall be entitled to keep gas or kerosene for using in kitchen for domestic purpose .

p) The Purchaser shall not carry on any illegal and immoral trade or activity in the said Flat sold to him or any part thereof.

r) The Purchaser shall not make in the Flat sold hereby any structural alteration, addition or improvement of the permanent nature, which may put the stability of the Building & its structure as a whole at risk

t) The Purchaser shall become a member of the Association/ Society which may be formed and also do all acts and things necessary to make such Association/Society effective for the purpose for which it is created.

u) The Purchaser shall not change or disturb the column, girder or lateral part of the building and/or damage the R.C.C. structure in any manner.

v) The roof of the building shall be common to all the flat owners and shall for restricted use only as per the terms herein.

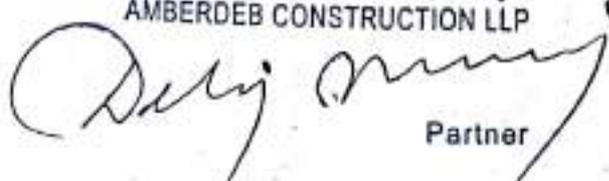
x) The confirming party /vendor shall take appropriate steps and/or supply necessary documents/ papers (C.C) to the Purchaser for mutation of the said Flat.

y). The Purchaser and other parties of this premises shall observe and perform all the bye-laws and all rules and regulations of the said West Bengal Apartment Ownership Act-1972 or to any statutory modification or reenactment thereof for the time being in force.

z) In the event of any further new installations or repair or replacement of existing one in the common portion is required, the Purchaser shall pay the proportionate share towards such costs as claimed by the Developer/Association according to the necessity thereof from time to time .

**AND THAT** the Vendor and Developer/Confirming Party herein shall unless prevented by fire or some other inevitable accident, from time to time and all times hereafter upon every reasonable request and at the cost of the Purchaser produce or cause to be produced to the Purchaser his Attorney or agents or any trial hearing, commission, examination, rectification or otherwise as occasion shall require all or any of the deeds, documents and

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writings and also shall at the like request and cost deliver or cause to be delivered to the Purchaser such attested or other copies or extracts of and from the said deeds and writings or any of them as the Purchaser may require and will in the meantime unless prevented as aforesaid keep the said deeds and writing within the safe un-obliterated and un-cancelled and on later the Developer/Confirming Party herein shall deliver the title of the developing land and all other relevant documents to the Association consisting of all the flat/ Shop/ Commercial Space owners.

**AND THAT** subject to the provisions contained in this deed and subject to the provision of law for the time being in force, the Purchaser shall be entitled to exclusive ownership possession and enjoyment of the said Flat and benefits, rights, properties hereby conveyed to the Purchaser shall be heritable and transferable as other immovable properties subject to fulfillment of terms and conditions as mentioned hereinbefore **TOGETHER WITH** the benefits of the right of way and the benefit of the covenants given to terms of erstwhile Deeds and Documents.

**AND WHEREAS** Purchaser herein after shall mutate his name at Assessment Department of Baranagar Municipality and the Developer/Confirming party shall provide all legal assistance in this matter and sign the documents in this respect, if legally required, all the relevant cost to be borne by the Purchaser .

**NOW THIS DEED FURTHER WITNESSETH** and the Owner/Vendor/Developer herein declare that the recital herein as well as all the representations indemnities and warranties other given by the Owners/Vendors/Developer herein shall be, hence be treated as a part and parcel of the operative part of this Conveyance..

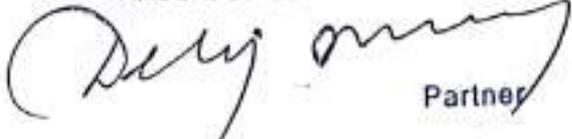
**FIRST SCHEDULE ABOVE REFERRED TO**

(Description of entire existing property)

(Part-I)

**ALL THAT** piece and parcel Land measuring an area of 3(Three) Cottahs 7 (Seven)Chittack 11(Eleven) sq ft be the same little more or less along with two storied building measuring about Ground floor 600 sq ft more or less, First Floor.684 sq ft more or less, both cement flooring, 35 years old thereupon, land pertaining to Mouza Baranagar,,P.S. Baranagar, and comprised in portion of R.S. Dag No. 6522 and 6528 under Khatian No. 495 and 938, L.R. Dag No. 9696, 9695 and L.R. Khatian No.12241, J.L. No. 5,R.S. No. 6, Touzi No. 1068/2833, in the local limits of Baranagar Municipality, Holding No. 274, Ward No.34, situated and lying at premises No. 41/1/1, Joynarayan Banerjee Lane, Baranagar, Kolkata- 700 036, in the District North 24 Parganes, Add Dist Sub Registry Office Cossipore Dumdum in the district of 24 Parganas(North)

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(Part -II)

**ALL THAT** land that is measuring 13 (thirteen) chittacks more or less(physical) comprised in Mouja Baranagar, Alipore Collectorate Touzi No.1068/2833, Division I, Sub Division 1, Holding No.142, J.L. No.05, Re. Sa. No.06, Khatian No.1437, Dag No.6527, and mutated as Premises No.15/4, Boral Para Lane, Police Station Baranagar, District - North 24 Parganas (more fully described in the First Schedule hereunder written) within the jurisdiction of A.D.S.R.O. Cossipore Dum Dum

(Part -III)

ALL THAT Bastu land measuring 01 (one) cottah 14 (fourteen) chittacks comprised in Mouja Baranagar, Alipore Collectorate Touzi No.1068/2833, Division I, Sub Division 1, Holding No.391, J.L. No.05, Re. Sa. No.06, Khatian No.1437, L.R. Dag No. 9692, L.R. Khatian No. 12283 Premises No.15/2, Baral Para Lane, Police Station Baranagar, District - North 24 Parganas within the jurisdiction of A.D.S.R.O. Cossipore Dum Dum (more fully described in the First Schedule hereunder written). Thereafter the Vendor/Land Owner hereof mutated his name as sole & exclusive owner with respect to the said Land & building being the premises bearing No.15/2, Baral para Lane, Kolkata - 36,

( Part -IV)

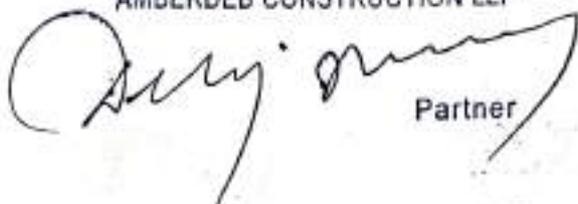
**ALL THAT** Bastu land measuring 01 (one) cottah 7(seven) chittacks 22.5 sq ft ( Twenty two point five) along with one storied building lying and situated in Mouja Baranagar, Alipore Collectorate Touzi No.1068/2833, Division I, Sub Division 1, Holding No.391, J.L. No.05, Re. Sa. No.06, Khatian No.1437, R.S. Khatian No.6175, Dag No.6527, District - North 24 Parganas, in the local limits of Baranagar Municipality, Ward No.01(previous) 34(new), Holding No. 325(new) and Premises No.15/1, Boral Para Lane, Police Station Baranagar, District - North 24 Parganas

(Part - V)

ALL THAT land measuring '01' (one) Cottah '02' (two) Chittacks '30' (thirty) Sq.Ft. more or less comprised in Mouja Baranagar, Alipore Collectorate Touzi No. 1068/2833, Division I, Sub Division 1, Holding No.142, J.L. No. 05, Re. Sa. No. 06, Khatian No. 1437, Dag No. 6527, correspondence L.R. Dag No. 9693 ; L.R.

Khatian Nos. 12289 & 12290, Premises No. 14(Now 15), Boral Para Lane, Baranagar, P.S & P.O - Baranagar, District - North 24 Parganas, within the jurisdiction of A.D.S.R.O Cossipore Dum Dum

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( PART-VI)

**(Description of after Amalgamated existing property)**

**ALL THAT** piece and parcel of homestead land measuring about 9(Nine) Cottahs 00 Chittaks 26( Twenty six) Sq.ft. be the same more or less together with new multi-storied (G+4) building lying and situated at 41/1/1, Joynarayan Banerjee Lane, ( amalgamated) Baranagar, Kolkata- 700 036, in the District North 24 Parganes, comprised J.L. No.5, R.S. No.6, Touzi No.1068/2833, under the Baranagar Mouza appertaining to L.R. Khatian No.12241,12281,12282,12283,12284, 12285, 12286, 12287,12288,12289, 12290, & L.R. Dag No. 9691, 9692, 9693, 9634, 9695 & 9696, within the limit of Ward No.34(New), Holding No.41/1/1 in the local limits of Baranagar Municipality, within the Jurisdiction of Additional District Sub-Registration Office Cossipore, Dum Dum, with right to take electric line, tap water line, Gas line, Telephone line, drains etc connections through under and above common passage together with all sorts of easement rights and amenities attached hereto which is butted and bounded as follows :

ON THE NORTH : By Joy Narayan Banerjee Lane;  
ON THE SOUTH : By Boral Para Lane;  
ON THE EAST : By 41/1, Joynarayan Banerjee Lane, ;  
ON THE WEST : By Boral Para Lane;

**SECOND SCHEDULE AS REFERRED TO ABOVE**

**(BUILDING)**

**ALL THAT** the newly built (G+4) storied Building upon the above said first schedule land, constructed in accordance with the sanctioned Plan from Baranagar Municipality vide SWS-OBPAS/2103/2024/0511 DATED 31.01.2025 fitted & provided with Lift facility.

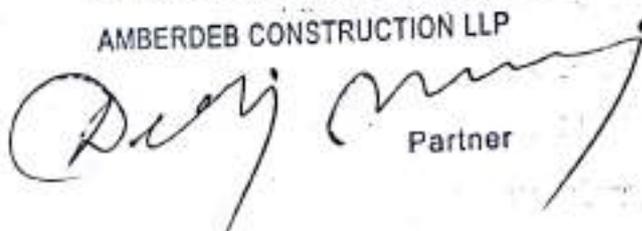
**THIRD SCHEDULE AS REFERRED TO ABOVE**

**(SELF-CONTAINED RESIDENTIAL FLAT / UNIT SOLD HEREBY )**

**(Description of the Flat to be sold)**

**ALL THAT** a self contained independent tiles flooring Flat No. of the said building admeasuring square feet more or less Super built up area in the Side, Floor of the building , consisting of of the building named "DEB VILLA" and together with undivided proportionate impart able share and interest in the soil beneath the building of First Schedule together with the right to use the common parts and portions and together with all easement rights attached thereto which is also situated within the " **FIRST**" SCHEDULE property.

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**TOGETHER WITH** the undivided impartible proportionate share in all common parts portions areas more fully described in the **FOURTH SCHEDULE** written hereunder facilities and amenities **TOGETHER WITH** the undivided impartible proportionate share of interest in the land underneath said Premises attributable thereto (situation whereof is shown and delineated in the map or plan annexed hereto and marked and bordered in **RED** thereon), **TOGETHER WITH** all casements, rights and appurtenances belonging to the land and the building as elaborately described in **SCHEDULES** written hereunder .

**AND** The self attested photographs of all the parties to this Indenture are annexed hereto and the fingers prints or impressions under Rule 44A of The Indian Registration Act,1908 are enclosed herewith, also form the part of this Indenture.

**FOURTH SCHEDULE AS REFERRED TO ABOVE**

**(COMMON PARTS AND PORTIONS)**

The following shall be the common portions facilities and amenities which are as follows :1. Foundation beams, vertical and lateral supports, main wall, common partition walls of the said building.

2. The equipments in connection with installations of the elevators(Lift) including the walls and rooms.
3. The water pump, the pump room, water reservoir, overhead water tank, tube well and distribution pipes from over-head water tank to the different units and from the reservoir to the overhead tank.
4. Electrical wirings and fittings and fixtures for lighting the staircase lobby, the Common Area for operating the lift, the water pump and motor and from the ground floor to all the units and the main switch and the meter.

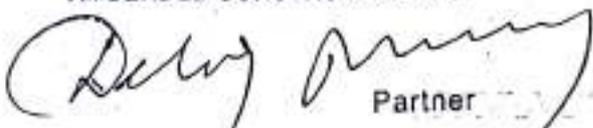
**FIFTH SCHEDULE AS REFERRED TO ABOVE**

**(EASEMENTS OR QUASI-EASEMENTS)**

The under mentioned rights easements and quasi easements privileges shall be reserved for the Association of the flat owners in the Building/ Housing Complex.

1. The right in common with the other Purchaser and or occupiers and/or other person or persons entitled to the other part or parts of the New Building(s) as aforesaid towards the ownership and use of common part or parts of the New Building including its installations

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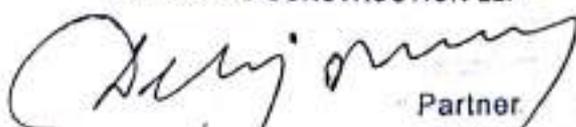
staircases open space(s) in ground floor covered space(s) electrical installations and other passages.

2. The right of passage in common with the Purchaser and other person or persons as aforesaid & right of water resources and soil from and to any part (other than the Said Apartment) of the other part or parts of the New Building through pipes, drains, wires, conduits lying or being under through or over the Said Apartment so far as may be reasonably necessary for the beneficial use and occupation of the other portion or portions of the New Building for all purposes whatsoever.
3. The right of protection for other portion or portions of the New Building by all parts of the Said Apartment(s) as far as they now protect the same or as may otherwise become vested in the Purchaser by means of structural alterations to the Said Apartment(s) or otherwise in any manner to lessen or diminish the support at present enjoyed by other part or parts of the New Building(s).
4. The right by the Vendor and/or occupier or occupiers of other part or parts of the New Building(s) for the purpose of ingress and egress to and from such other Part or parts of the New Building(s), the front entrances staircase, electrical installation open and covered space(s) and other common passages or paths of the New Building(s).

**SIXTH SCHEDULE AS REFERRED TO ABOVE**

1. The Purchaser shall be entitled to all rights privileges vertical and lateral supports easements, quasi-easements and appurtenances whatsoever belonging to or in any way appertaining to the said Apartment or therewith usually held used occupied or enjoyed or reputed or known as part or parcel thereof or appertaining thereto which are hereinafter more fully specified **EXCEPTING AND RESERVING** unto the Vendors the rights easements quasi-easements privileges and appurtenances hereinafter more particularly set forth in the **FIFTH SCHEDULE** hereto.
2. The right of access and passage in common with the Vendors and/or the co-owners and occupiers of the Building(s)/ Tower (s) at all times and for all normal lawful purposes connected with the use and enjoyment of the staircase, submersible pump, lifts and electrical installations and all other common areas installations and facilities in the New Building(s) and the Said Premises.
3. The right of support shelter and protection of the Said Apartment(s) by or from all parts of the New Building(s) so far they now support shelter or protect the same.
4. The right of passage in common as aforesaid electricity water and soil from and to the Said Apartment(s) through pipes drains wires and conduits lying or being in under through or over the New Building(s) and the Said Premises so far as may be reasonable necessary for the

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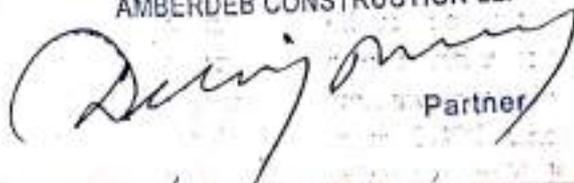
- beneficial occupation of the Said Apartment(s) and for all purposes whatsoever.
5. The right with or without workmen and necessary materials for the Purchaser to enter from time to time upon the other parts of the New Building and the Said Premises for the purpose of repairing so far as may be necessary the pipes drain wires and conduits aforesaid and for the purpose of rebuilding, repairing repainting or cleaning any parts of the Said Flat in so far as such repairing or cleaning as aforesaid cannot be reasonably carried out without such entry and in all such cases upon giving twenty four hours' previous notice of its intention so to enter to the Owners and occupiers of the other Apartments and portion of the Building.

**SEVENTH SCHEDULE AS REFERRED TO ABOVE**

**(RESTRICTIONS/HOUSE RULES)**

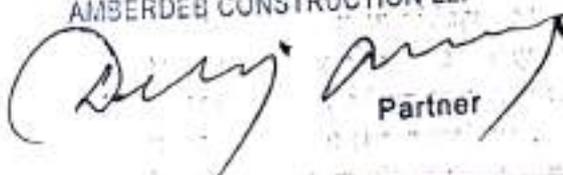
1. As from the date of possession of the said Flat in addition to the Common Rules as set out in the said Standard Terms and Conditions the Purchaser agrees and covenants:
- (a) To co-operate with the other co-Purchaser and Holding Organisation/ Association in the management and maintenance of the said building.
  - (b) To observe the rules framed from time to time by the Apartment Owners' Association.
  - (c) To allow the Flat owners' Association representative with or without workmen to enter into the said Flat for the purpose of maintenance and repairs under prior permission of the owner at her suitable time during day.
  - (d) To pay and bear the common expenses and other outgoings and expenses from the date of possession and also the rates and municipal taxes for the said Flat to be paid to the developer / association till mutation in Purchaser's name and separate municipal bill in his name is available. To pay charges for electricity for or relating to the said Flat proportionately till the separate & exclusive new electricity meter is installed for use by the flat owner by CESC under new arrangement.
  - (e) Not to subdivide the said Flat herein sold & allotted or any portion thereof.
  - (f) To maintain or remain responsible for the structural stability of the said Apartment/ Unit and not to do anything which has the effect or affecting the structural stability of the building.
  - (g) Not to throw dirt, rubbish or other refuse or permit the same to be thrown or accumulated in the said Flat or in the compound or any portion of the building.
  - (h) Not to store or bring and allow being stored in the said Flat any goods of hazardous or combustible nature or which are so heavy

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- as to affect or endanger the structures of the building or any portion of any fittings or fixtures thereof including windows, doors, floors etc. in any manner.
- (i) Not to hang from or attach to the beams or rafters any articles or machinery which are heavy or likely to affect or endanger or damage the constructions of the building or any part thereof.
  - (j) Not to fix or install air-conditioners in the said Flat save and except at the places which have been specified in the said Flat for such installation.
  - (k) Not to do or cause anything to be done in or around the said Flat which may cause or tend to cause or tantamount to cause or effect any damage to any flooring or ceiling of the said Flat or adjacent to the said Flat or in any manner interfere with the use and rights and enjoyment of common spaces & facilities or any open passages or amenities available for common use.
  - (l) Not to damage or demolish or cause to be damaged or demolished the said Flat or any part thereof or the fittings and fixtures affixed thereto without advice of Engineer.
  - (m) Not to install any additional grills the design of which has not been approved by the Architect/ Flat owner's Association.
  - (n) Not to do or permit to be done any act or thing which may render void or make voidable any insurance in respect of the said Flat or any part of the said building or cause increased premium to be payable in respect thereof if the building is insured.
  - (o) The Purchaser shall fix or install any antenna on the roof or terrace of the said Building and shall fix any window antenna,
  - (p) Not to use the said Flat or permit the same to be used for any purposes whatsoever other than residential and shall not use for the purpose which may or is likely to cause nuisance or annoyance to occupiers of the other units/ portions of the said building or to the owners and occupiers of the neighbouring premises or for any illegal or immoral purpose.
  - (q) Not to change or put any clothes in or upon the windows balconies and other portions which may be exposed in a manner or be visible to the outsiders.
  - (r) To abide by such building rules and regulations as may be made applicable by the Flat owner's Association.
  - (s) The lobbies, entrances and stairways of the Building shall not be obstructed or used for any purpose other than ingress or to and egress from the flat/unit in the Building.
  - (t) No owner and/or occupier shall make or permit any disturbing noises in the Building or do or permit anything to be done therein which will interfere with the rights comfort peace tranquility or convenience of other occupiers. No Occupier shall

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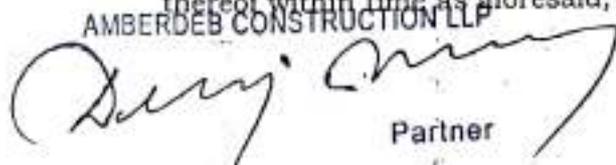
play upon or cause to be played upon musical instrument or permit to be operated a phonograph or radio or television loud speaker in such a manner in his apartment so that the same shall disturb or annoy other occupants of the building. No Occupier shall give vocal or instrumental instruction at any time in order to reduce sound emanating from the apartment.

- (u) Each Owner shall keep such apartment in a good state of preservation and cleanliness and shall not throw or permit to be thrown there from or from the doors, windows, terraces, balconies thereof any dirt or other substances.
- (v) No sign, notice or advertisement shall be inscribed or exposed on or at a window or other part of the building except such as shall have been approved by the Developer/ association nor shall anything be projected out of any window of the Building without similar approval.
- (w) To carry out all interiors and/or decoration during daytime without creating any annoyance or disturbance to the other owners and/or occupiers
- (x) To remain wholly and solely responsible for the conduct of the domestic help and/or drivers who may be employed by the Purchaser and upon employing such domestic help to give relevant information of such domestic help to the local police station.
- (y) To remain fully responsible for any pets which may be kept by the Purchaser and to ensure that the same are kept on leash.
- (z) Not to use or permit to be used the passenger lifts for the purpose of carting pets and other domesticated animals and other heavy goods including any furniture and fixtures.

2. The Purchaser agrees that:

- (a) The Purchaser shall pay regularly and punctually within 7th day of every month, in advance and month by month the common expenses as described in the Eight schedule hereunder written at such rate as may be decided, determined and apportioned by the Vendor to be payable from the date of possession to the Vendors/Maintenance Co. and upon formation and transfer of management of the building to the Flat owner's Association such payments are required to be made without any abatement or demand.
- (b) The proportionate rate payable by the Purchaser for the common expenses shall be decided by the Flat Owners' Association from time to time and the Purchaser shall be liable to pay all such expenses.

- (c) If the Purchaser fails to pay the aforesaid expenses or part thereof within time as aforesaid, the Purchaser shall be liable to

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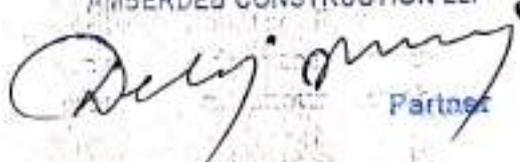
pay interest at the rate of one and half percent per month and further that if such amount shall remains unpaid for sixty days, the Flat Owners' Association shall be at liberty to disconnect and/or suspend all common services attached to the Purchaser's flat (as has been granted) such as water supply, electricity connection, use of lifts, etc. till such dues with interest are paid and shall also be liable to pay the common expenses for such suspension period as well as reconnection charges.

**EIGHTH SCHEDULE AS REFERRED TO ABOVE**

**(Maintenance & other regular expenditure)**

1. All costs of maintenance, replacing white washing painting, rebuilding, reconstruction, decoration, redecoration of the common parts.
2. Municipal taxes for the Flat to be exclusively borne by the flat Purchaser herein and till date the separate bill is generated by the municipal authority the proportional amount on this count to be paid to Developer/ Association.
3. All other expenses including municipal tax water tax for common portion and facility of the Building shall be born proportionately by the Purchaser through the Association and till such time the same is established through the developer.
4. Others expenditure as decided by Apartment Owners' Association.

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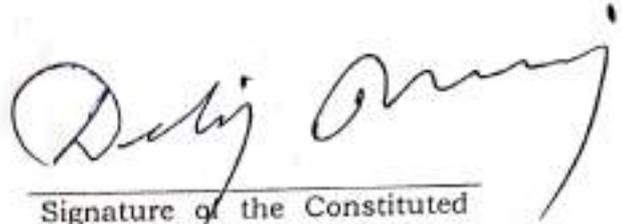
  
Partner

Address: ...  
Phone: ...  
E-mail: ...  
Website: ...  
Developer: ...  
Registered No. Association: ...

IN WITNESS WHEREOF the parties hereto executed this Agreement the day, month and year first above written.

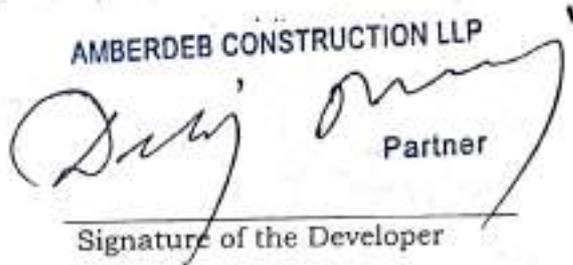
SIGNED, SEALED AND DELIVERED by the Developer and the PURCHASER in presence of :

1.



Signature of the Constituted attorneys of Owners

2.

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Partner

Signature of the Developer

Signature of the PURCHASER

Drafted & prepared by :

(Goutam Chakraborty)

Advocate

High Court, Calcutta

**MEMO**

**RECEIVED** a sum of                    /- (Rupees                    Only) from the  
within named Purchaser as an full and final consideration money in terms  
of the Agreement for Sale in the manner as follows:-

DATE	CHEQUE NO	BANK	AMOUNT(RS)
------	-----------	------	------------

Total  
(Rupees

Only)

Rs.            /-

WITNESSES

1.

AMBERDEB CONSTRUCTION LLP



Partner

2.

(DEVELOPER)