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B-1, CD voz-11, lg-1399-1418, Deed-08450 year-2007



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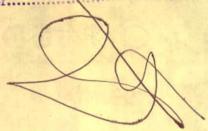
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Advocate

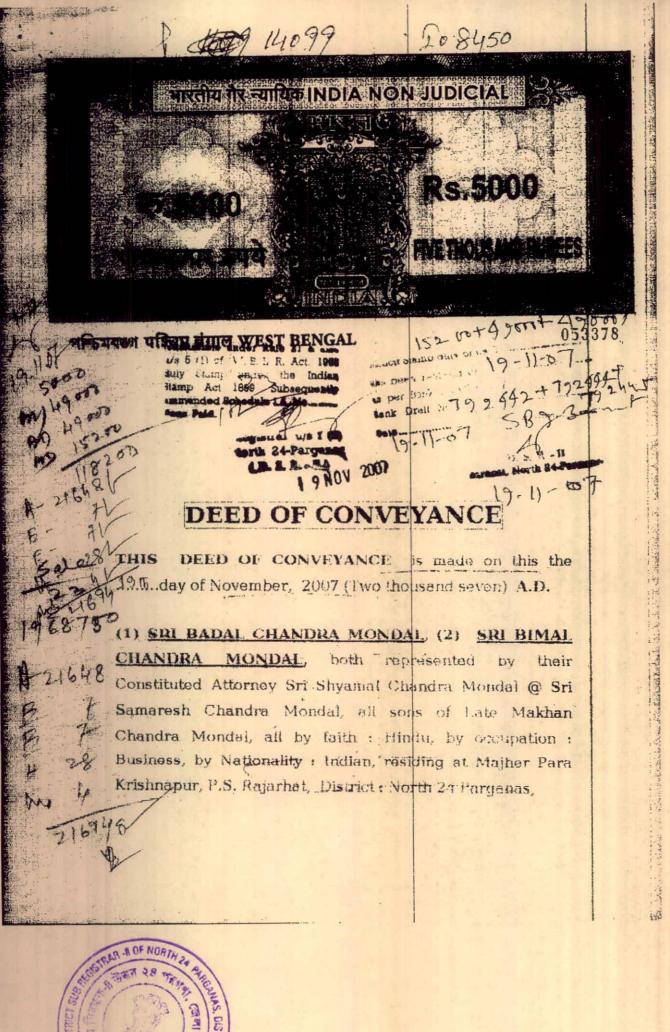
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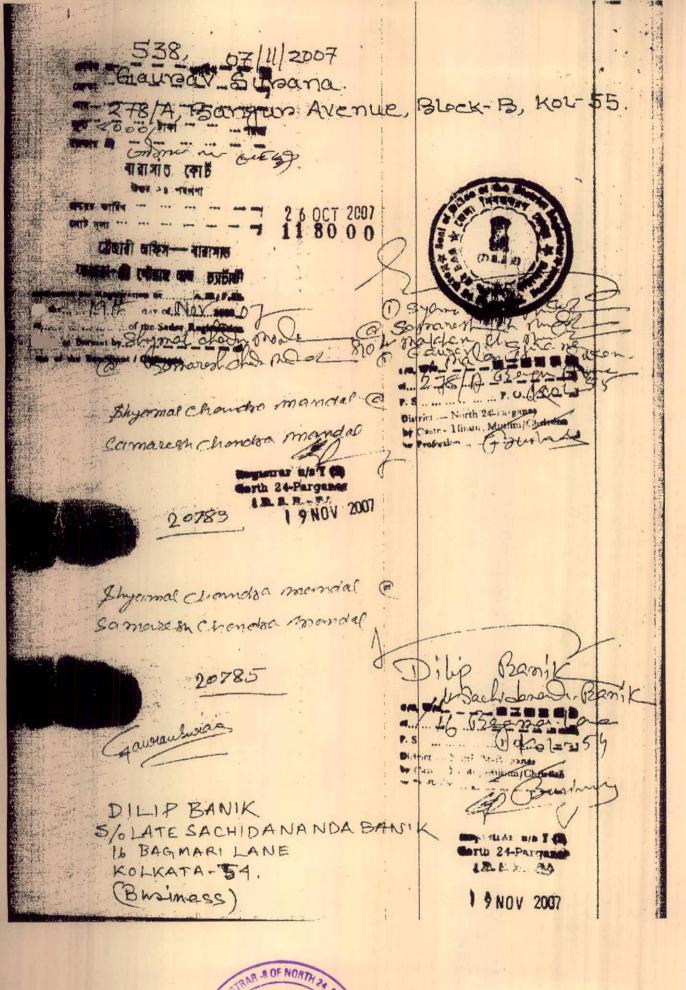
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Kolketa 700 102 and (3) SRI SHYAMAL CHANDRA MONDAL @ SRI SAMARESH CHANDRA MONDAL, sons of Late Makhan Chandra Mondal, by faith Hindu, by occupation: Business, by Nationality Indian, residing at Majher Para Krishnapur, P.S. Rajarhat, Kolkata 700 102, District: North 24 Parganas, hereinafter referred to as the VENDOR/LAND OWNERS/DEVELOPERS (which expression or terms unless excluded by or repugnant to the context shall mean or include their legal heirs or administrators, executors, representatives and assigns) OF THE FIRST PART.

AND

faith: Hindu, by occupation: Business, by Nationality: Indian, residing at 278/A, Bangur Avenue, Block 'B', P.S. Lake Town, Kolkata-700 055, hereinafter referred to as the PURCHASER/VENDEE (which expression or terms unless excluded by or repugnant to the context shall mean or include his legal heirs or administrators, executors, representatives and assigns) OF SECOND PART.

WHEREAS the Vendors hereof for all times heretofore have been seized and possessed by and/or well and sufficiently entitled to all the piece and percel of land admeasuring 6(six) Cottah 01(one) Chittack 35(thirty five) Square feet lying and situated within Mouza: Krishnapur, J.L. No. 17, R.S. No. 180, Touzi: 228/229, R.S. Khatian No.







17, L.R. Khatian No. 8/4, 8/5 and 8/5, under Dag. No. R.S. 2240, L.R. Dag. No. 748, A.D.S.R.O. Bidhannagar, P.S. Rajarhat, District: North 24 Parganus, within the limits of Rajarhat Gopalpur Municipality which is described in details under the Schedule -"A" TOGETHERWITH a presently existing G+4 storied building or brick built messuage under the name and style of 'SUSHILA NIKETAN'.

AND WHEREAS all that the self-contained Flat being No. 'D & E' lying and situated on the First Floor, North-East Westside of the G+4 storied building (presently existing) comprising a constructed Super Built-up area of 1575 Sq.ft, within the said building in the name and style of 'SUSHILA NIKETAN' being more fully described in the Schedule 'B" of this Indenture and the said building raised over the Land being mentioned and elucidated in the Schedule - 'A' of this Indenture.

AND WHEREAS the Self-contained Flat/Apartment being marked as Flat 'D & E' on the First floor and described under Schedule 'B' hereof TOGETHERWITH the common facilities and amenities and inpartiable proportionate share to the land underneath is the sale-matter and prime object of this Indenture.





AND WHEREAS aforesaid heirs of Santosh Kumar Mondal, Makhna Chandra Mondal and Maru Bala Mondal by way of inheritance got the property particularly described in the Schedule 'A' hereunder alongwith other properties and thus seized and possession of and made oral partition amongst themselves for better enjoyment of their respective share of land and accordingly MAKHAN CHANDRA MONDAL got the property particularly described in the Schedule 'A' hereunder.

AND WHEREAS in the aforesaid manner after becoming the owners of the aforesaid land and during peaceful possession and enjoyment the said Makhan Chandra Mondal sold, conveyed and transferred the land particularly described in the Schedule 'A' hereunder in favour of the present Owners namely (1) SRI BADAL CHANDRA MONDAL (2) SRI BIMAL CHANDRA MONDAL (3) SRI SHAYMAL CHANDRA MONDAL (6) SRI SAMARESH CHANDRA MONDAL by a registered Sale Deed which was duly executed and registered in the office of the A.D.S.R. Bidhannagar by making confirming party Sri Basanta Kumar Mondal, one of the co-owner of their land and the Sale Deed is being recorded in the Book No.1, Volume No. 86, Pages 405 to 416 being No. 4260 for the year 1987.

AND WHEREAS by virtue of the above Sale Deed, the above said three purchasers became the Owners of the land





dated 6th day of August, 2007 and on fulfillment of the terms and conditions of the aforesaid agreement for sale, the Vendors has agreed to sell and the Purchaser has agreed to purchase the aforesaid Flat being No. 'D & E' on the First Floor on the following terms and conditions:-

NOW THIS INDENTURE WITNESSETH AS FOLLOWS:

THAT in pursuance of the said covenants and in consideration of the sum of Rs.19,68,750.00 (Rupees Nineteen lacs sixty eight thousand seven hundred fifty) only paid by the Vendee/Purchaser unto the Vendors/Owners at or prior to the execution of this presents (the receipt whereof the Vendors/Owners do hereby admit and acknowledge) and of and from the same and every part thereof acquit, release and discharge the vendee/purchaser the said self contained Flat being Schedule - 'B' hereunder with proportionate impartiable share of the land under the said structure attributable to the said Flat constructed, the Vendors/Owners do hereby grant, sell, convey and transfer, assign and assure unto the vendee/Purchaser the said undivided share of land and the super-built-up area of 1575 (One thousand five hundred seventy five) Sq.ft. with other facilities and amenities as described in the Schedule 'C' hereunder with the all rights, liberties, privileges, easements, appendages and appurtenances whatsoever pertaining to the 'B' Schedule property and other common



areas, facilities, plumbing, sewers, me assuages, etc. AND all the estate right, title, interest, property claim or demand whatsoever both at law and in equity of the vendor into out. of and over the said Flat together with all the power, to sell, transfer, mortgage, lease, assign, charge, etc. in respect of the said Flat and as also unrestricted right of the vendee/Purchaser and his men and agents to pass and re-pass through into and over the passage of the said premises for the use and enjoyment of the said Flat HAVE AND TO HOLD the said Flat hereby granted sold, conveyed, transferred, assigned and assured or expressed or intended so as to be unto and to the use and occupation of the vendee/purchaser absolutely and for ever free from all encumbrances, charges, trusts and liens, claim, demand whatsoever and the vendors/owners do hereby covenant with the vendee/purchaser that notwithstanding any act, deed, matter or thing done or executed by the vendors to the contrary, the vendors have good right full power and lawful authority to grant sell and transfer the said flat unto the vendee/purchaser AND the vendee/purchaser shall for all times to come quietly and peaceably enjoy the 'B' Schedule property without any eviction and interruption whatsoever from the part of the yendors/owners and the vendors/owners shall/will at all times indemnify and keep indemnified the demised property and save harmless the vendee/purchaser against all claims and demands whatsoever in respect of the demised property hereby sold and conveyed and made good to the purchaser/vendee all





costs, expenses, leases there may be put to or obliged to incur or suffer by reasons of any defect or deficiency in the title of the vendors/owners, the vendors/owners undertake to ratify all or any of such defect or mistake at the cost and instance of the vendee/purchaser and the vendee/purchaser shall/will have the absolute and exclusive right with full power and authority to enjoy the scheduled demised property 'B' schedule property in the manner aforesaid.

THE VENDEE/PURCHASER DOTH HEREBY COVENANT WITH THE VENDORS/OWNERS AS FOLLOWS:

- 1. The vendee/purchaser shall here forth peaceable and quietly hold, possess, enjoy, the rents and profits derivable from and out of the sale property without any legal hindrance interruption or disturbance from the vendors/owners or any persons or persons claiming through or under the vendors/owners and without any lawful let, hindrance, interruption or disturbance by any other person or persons whom so ever.
- 2. The vendee/purchaser shall not use the Flat for any purpose whatsoever other than residential for which the same has been agreed and shall not undertake addition or alteration in the out side of the construction in the said Flat including adjoining





terrace without written permission from other Flat Owners Association and concern authorities and shall not use the Flat in such a manner as may cause nuisance or annoyance to the occupiers of any other Flat in the building or for any illegal or immoral purpose.

- 3. The vendee/purchaser shall not throw or accumulate or cause to be thrown or accumulated any dirt, rubbish, rages or other refuge or permit the same to be thrown, or allow the same to be accumulated in the property agreed to be sold or in the compound lobby areas stair cases or any other portion of the apartment.
- 4. The vendee/purchaser shall at his and expenses maintain and keep the interior of the said Flat and every part thereof and the doors and windows etc. thereof in clean and sanitary condition and at his own costs from time to time or cause to be done white washing distempering and / maintaining of the same. The vendee/purchaser shall/will also pay the proportionate costs and expenses for maintaining, repairing the outer face of the building and/or any fixtures or fittings or components or accessories of the building and for white washing or coloring of the outer portion of the building.
- The vendee/purchaser shall/will at his own costs, charges and expenses make alterations or



improvements to his said Flat without making or causing any damages to the common wall or portion of the said building and affecting the rights of the other purchasers or co-owners. In effecting such additions no brick-built structures of any kind whatsoever can be made in the outside of the constructed premises being schedule- 'B' hereunder.

- 6. The vendee/purchaser shall/will pay the electricity duties and charges in respect of the units so consumed by him of his Meter in own name punctually.
 - 7. The vendee/purchaser along with the other co-owners or Flat owners shall/will form an association under the prevailing laws of the land and shall/will abide by the rules, regulations and by-laws of the said association.
 - 8. In the event of the said building being substantially damaged necessitating reconstruction or material addition, alteration, renovations and replacement, the vendee/purchaser shall/will be entitled to reconstruct or repair or renovate or replace or make additions and alterations in proportion to the areas of the building and undivided proportionate interest in the land of the said property jointly with other Flat owners.





THE SCHEDULE 'A' ABOVE REFERRED TO (DESCRIPTION OF THE ENTIRE PROPERTY)

ALL THAT piece and parcel of BASTU land measuring an area of 6(six) Cottahs 01(one) Chittack 35(Thirty five) Square feet lying and situated within Mouza : Krishnapur, J.L. No. 17, R.S. No. 180, Touzi No : 228/229, R.S. Khatian No. 17, L.R. Khatian No. 8/4, 8/5 and 8/6, under Dag. No. R.S. 2240, L.R. Dag. No. 748, A.D.S.R.O. Bidhannagar, P.S. Rajarhat, District: North 24 Parganas, at a proportionate Annual Rent payable to the present land lord the Govt. of West Bengal, being represented by the collector, North 24 Parganas which is numbered as Holding No. AF 377, Hanapara, Ward No. 17 within the limits of Rajarhat-Gopalpur Municipality TOGETHERWITH presently existing G+4 storied brick-built messuage under the name and style of 'SUSHILA NIKETAN' containing several self-contained Flats and the same is butted and bounded by:

:: BUTTED AND BOUNDED BY ::

ON THE NORTH : THE HOUSE OF GOPAL

MONDAL.

THE SOUTH : ROAD

ON THE EAST : KRISHNAPUR ROAD.

ON THE WEST : THE HOUSE OF G. MITRA.





THE SCHEDULE 'B' ABOVE REFERRED TO (DESCRIPTION OF THE SELF-CONTAINED FLAT)

ALL THAT the Flat No. 'D & E' on the First Floor, North-East West-Side, measuring an area of 1575 (One thousand five hundred seventy five) Square feet including Super-built-up area within the building / apartment named and known as 'SUSHILA NIKETAN' together with proportionate share of land and common facilities, common service area, all fixtures, sanitary and electrical installation and fittings consisting of 4(four) Bed Rooms, 2(two) Dinning-cum-Drawing Rooms, 4(four) Toiletcum Bathroom, 2(two) Kitchen, along with passage lying and situated at the said premises more fully and particularly described within the G+4 storied building(Presently existing) on the 'A" Scheduled of Property, within the local limits of Rajarhat-Gopalpur Municipality, under Ward No. 17, Holding/Premises No. AF-377, Hahapara, P.S. Rajarhat, A.D.S.R.O. Bidhannagar, North 24 Parganas.

(Common Areas / Super Built-Up-Areas)

 The spaces within the building comprised of the entrance therein, stair case, landings and lobbies, roof, ingress & egress from ground floor to top floor including Flat.





further undertakes to pay all subscriptions, fees, membership fees and all costs, charges and expenses demanded by such association or body proportionate to his/her interest in the said premises.

- 2. In case the Purchaser shall at any time hereafter transfers his/her rights and interest in the said space, it shall cause the transferee to bound to have the same representation or interest in the said body as that of the purchaser herein.
- 3. The Purchaser shall not place or cause to be placed belonging of any kind whatsoever in any common areas of the said premises.
- 4. The Purchaser shall not store, attach plant or fix any heavy machinery/inflammable articles of any kind whatsoever in the said Flat or any portion thereof.
- 5. The Purchaser shall not use or permit user of the said Flat for any other purpose except residential purpose.

(Costs, expenses, Outgoings and obligations for which all purchasers/owner are to contribute proportionately)

1. Rates, taxes, water charges and other statuary dues if any, as may be made applicable.





- The expenses of maintaining/repairing, redecorating the main structure and in particular the drainage system, water supply and electricity to common areas etc.
- 3. The expenses for repairing/maintaining white washing the exterior of the building as also the common areas described in the schedule 'C' hereinabove.
- Costs of cleaning and lighting the ontrance of the building passage, lobbies, corridors, staircases and other common areas.
- 5. Salaries, wages, fees and remunerations of liftman, Durwans, sweepers, Plumbers, Electricians, Caretakers or other Person or Persons who may be appointed for protection of the said Building Complex.
- 6. All expenses of common services.
- 7. Such expenses necessary or incidental for maintenance and up keeping the common areas and facilities of the building complex as are not specifically provided herein.





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IN WITHNESS WHEREOF the Vendors hereof do hereby set and subscribed their respective hands hereunto out of their own accords in sound states of health and mind without any provocation from any corner whatsoever on this the day, month and year first written above.

WITNESSES: -

- 1. Dilet Bank 16, Bagmari Lane Kolkalti -54,
- 2. Aslon Shame, 53. Sikolar para St: Kal Kala -7.

Shyand chandre mandel & swaassy chandre mendel

- As Constituted Attorney
 On behalf of:
- 1) Sri Badal Chandra Mondal
- 2) Sri Bimal Chandra Mondal & Self.

(Signature of the Vendors)

Comansuras

Signature of the Purchaser

Drafted and prepared by:

Tarin Kimar Steph Adrocate

Barasat Court, WB/266/1981

Lesser Set by:

3. Creha.

S. Guha. Barasat Court.



- 2. The Foundation columns, beams, supports girders, duama supports, main walls, main gate of the premises.
- 3. The installation for common services such as the drainage system, water supply arrangement, electric connection and other civic amenities whatsoever in the property including pump set and space for pipe line, ducts, and all apparatus.
- 4. Septic tanks, soak pits, and the sewerage line thereto connected.
- 5. Common Passage on the Ground floor.
- 6. Water Pump, Underground reservoir, overhead water reservoir, distribution pipes to the different flats and from reservoir to tank.
- Conceal electrical wiring from ground floor to the Flats respectively and switches motor rooms, electrical wirings of staircase and switches.

(Obligations of the Purchaser(s)

1. The Purchaser undertakes to become a member of the Association to be formed for the protection of the interest of the Co-owners and Occupiers and hereby

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measuring 06(six) Cottahs 01(one) Chittack 35(thirty five) Square feet of Premises No. AF-377, Hanapara, P.S. Rajarhat, District – North 24 Parganas, Kolkata 700 059, comprised in Mouza: Krishnapur, J.L. No. 17, R.S. No. 180, Touzi: 228/229, R.S. Khatian No. 17, L.R. Khatian No. 8/4, 8/5 and 8/6, under Dag. No. R.S. 2240, L.R. Dag. No. 748, within the jurisdiction of Rajarhat Gopalpur Municipality, under Ward No.17, in the District of North 24 Parganas.

AND WHEREAS in the aforesaid manner after becoming the owners of the said land particularly described in the Schedule 'A' hereunder they mutated their names in the Assessment Register of Rajarhat-Gopalpur Municipality.

and whereas during the peaceful possession and enjoyment the present Owners/Vendors /First Part herein formed a partnership Firm under the name and style of 'SUSHILA DEVELOPERS' and developed the said land measuring about 06 Cottahs 01 Chittack 35 Sq.ft. at their own costs and risk and constructed a G+4 Multi-storied building named as 'SUSHILA NIKETAN' in accordance with the Building Plan that already sanctioned by the Rajarhat Gopalpur Municipality vide Plan No. 670/97/98 dated 23.09.2003 and announce accordingly.

AND WHEREAS for aforesaid purpose the Vendors and the Purchaser herein, entered into an Agreement for Sale

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WHEREAS One Loilash Chandra Mondal, son of Late Ramsevak Mondal was the recorded owner of the land measuring about 06 Cottah 01 Chittack, 35 Sq.ft. situated at premises No. AF-377, Hanaparz, P.S. Rajarhat, Kolkata 700 102, within Mouza: Krishnapur, J.L. No. 17, R.S. No. 180, Touzi: 228/229, R.S. Khatian No. 17, L.R. Khatian No. 8/4, 8/5 and 8/6, under Dag. No. R.S. 2240, L.R. Dag. No. 748, within the jurisdiction of Rajarhat Gopalpur Municipality under Ward No.17, Holding No. RGM — 17/727, in the District of North 24 Parganas.

AND WHEREAS during the peaceful possession and enjoyment of the above said land and other property, the said Koilash Chandra Mondal died intestate in the year 1966 leaving behind his two sons namely SANTOSH KUMAR MONDAL and MAKHAN CHANDRA MONDAL and one daughter MARUBALA MONDAL as his only legal heirs and representatives.

AND WHEREAS during the peaceful possession and enjoyment by the aforesaid legal heirs of Koilash Chandra Mondal the said Santosh Kumar Mondal died intestate leaving behind his five sons, wife and two daughters as his legal heirs and representatives in respect of the property particularly described in the Schedule 'A' hereunder and other properties.





Certificate of Registration under section 60 and Rule 69.

Registered in Book - I CD Volume number 11 Page from 1399 to 1418 being No 08450 for the year 2007.



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(X) 22-November-2007 District Sub Register II Office of the D.S.R.-II NORTH 24-PARGANAS West Bengal



Checked by

16/5/16

District Sup Registrar - II