DEED OF CONVEYANCE

THIS DEED OF CONVEYANCE Made on this day of July 2025 (Two Thousand Twenty Five) in the Christian Era;

Sabry Kumar Roy
Partner

BETWEEN

SRI RAJARSHI GHOSAL, PAN-ANOPG9772G, VOTER ID. CKW3210457, AADHAAR NO. 6038 7431 0695, son of Late Prasanta Kumar Ghosal, residing at Udayrajpur, P.O. Udayrajpur, P.S. Madhyamgram, District North 24 Parganas, Kolkata-700129, by Nationality- Indian, by faith- Hindu, by occupation- Advocate, the Vendor herein represented by his constituted attorney by way of a registered Development Power of Attorney being No. 2396 dated 10.05.2024 registered at A.D.S.R.O. Barasat duly copied in Book No. 1, Volume No. 1503-2024 pages from 94508 to 94527 for the year 2024 namely "DIMENSION 369" PAN-AAUFD8743M a Partnership firm having its' Principal place of Business Cum Office at Shantinagar, Udayan, P.O. Hridaypur, P.S. Barasat, District North 24 Parganas, Kolkata - 700127 represented by its partners 1. SRI SABUJ KUMAR ROY, PAN-AGHPR4992D, VOTER ID. RQL1883941, AADHAAR NO. 6642 5797 8391 son of Late Mahananda Roy, residing at Shantinagar, Hridaypur, P.O. Hridaypur, P.S. Barasat, District North 24 Parganas, Kolkata-700127, by faith - Hindu, by occupation -Business, by Nationality - Indian 2. SRI DULAL HALDER PAN-ACGPH2301H, VOTER ID. YCW1786136, AADHAAR NO. 8991 8813 3736 son of Late Bhupendra Nath Halder, residing at Gandhi Pally, P.O. Kora Chandigarh, P.S. Madhyamgram, District North 24 Parganas, Kolkata - 700129, by faith - Hindu, by occupation - Business, by Nationality - Indian, 3. SRI SAMAR SARKAR PAN-CPSPS6672F, VOTER ID. CKW2963494, AADHAAR NO. 7596 8486 7372, son of Late

Sarat Chandra Sarkar, residing at Hridaypur, P.O. Hridaypur, P.S. Barasat, District North 24 Parganas, Kolkata - 700127, by faith - Hindu, by occupation - Business, by Nationality - Indian hereinafter referred to and called as the **LAND OWNER/VENDOR** (which terms or expressions shall unless excluded by or repugnant to the context be deemed to mean and to include his heirs, executors, administrators, legal representatives and assigns) of the **FIRST PART**

AND

"DIMENSION 369" PAN-AAUFD8743M a Partnership firm having its' Principal place of Business Cum Office at Shantinagar, Udayan, P.O. Hridaypur, P.S. Barasat, District North 24 Parganas, Kolkata -700127 represented by its partners 1. SRI SABUJ KUMAR ROY, PAN-AGHPR4992D, VOTER ID. RQL1883941, AADHAAR NO. 6642 5797 8391 son of Late Mahananda Roy, residing at Shantinagar, Hridaypur, P.O. Hridaypur, P.S. Barasat, District North 24 Parganas, Kolkata-700127, by faith - Hindu, by occupation - Business, by Nationality - Indian 2. SRI DULAL HALDER PAN-ACGPH2301H, VOTER ID. YCW1786136, AADHAAR NO. 8991 8813 3736 son of Late Bhupendra Nath Halder, residing at Gandhi Pally, P.O. Kora Chandigarh, P.S. Madhyamgram, District North 24 Parganas, Kolkata - 700129, by faith - Hindu, by occupation - Business, by Nationality - Indian, 3. SRI SAMAR SARKAR PAN-CPSPS6672F, VOTER ID. CKW2963494, AADHAAR NO. 7596 8486 7372, son of Late Sarat Chandra Sarkar, residing at Hridaypur, P.O. Hridaypur, P.S. Barasat,

District North 24 Parganas, Kolkata - 700127, by faith - Hindu, by occupation - Business, by Nationality - Indian herein referred to as the **DEVELOPER/CONFIRMING PARTY** (which terms or expressions shall unless excluded by or repugnant to the context be deemed to mean and to include its executors, administrators, legal representatives and assigns) of the **SECOND PART**.

AND

1. PAN- VOTER ID.

wife of 2.

PAN- VOTER ID. son of

, both are residing at

by Nationality

- Indian, by faith-Hindu, by Occupation hereinafter called and referred to the <u>PURCHASERS</u> (which terms
or expressions shall unless excluded by or repugnant to the context
be deemed to mean and to include their heirs, executors,
administrators, legal representatives and assigns) of the <u>THIRD</u>

PART.

WHEREAS one Amio Bhusan Bhattacharyya, Nirod Baran Bhattacharyya, Ahindra Bhusan Bhattacharyya, Barid Baran Bhattacharyya and Timir Baran Bhattacharyya jointly purchased a piece or parcel of land measuring an area of 44 decimals be the same a little more or less comprised in R.S. Dag No. 710, R.S. Khatian No. 564, lying and situated at Mouza Udayrajpur, J.L. No.

43, Re.Su. No. 6, Touzi No. 146, P.S. Madyamgram formerly Barasat, District North 24 Parganas by way of a registered Deed of Sale being No. 10945 dated 12.11.1962 registered at S.R.O. Barasat the said deed duly copied in Book No. 1, Volume No. 156, pages from 89 to 95 for the year 1962 from Satya Bala Ghosh, Hem Bala Ghosh, Kamala Bala Ghosh and Kalipada Ghosh.

AND WHEREAS one Jharna Ghosal and Prasanta Kumar Ghosal jointly purchased a piece or parcel of land measuring an area of 2 cottahas 21 sq.ft. be the same a little more or less comprised in R.S. Dag No. 710, R.S. Khatian No. 564, lying and situated at Mouza Udayrajpur, J.L. No. 43, Re.Su. No. 6, Touzi No. 146, P.S. Madyamgram formerly Barasat, District North 24 Parganas by way of a registered Deed of Sale being No. 583 dated 12.02.1996 registered at A.D.S.R.O. Barasat the said deed duly copied in Book No. 1, Volume No. 3, pages from 391 to 398 for the year 1996 from Amio Bhusan Bhattacharyya, Nirod Baran Bhattacharyya, Ahindra Bhusan Bhattacharyya, Barid Baran Bhattacharyya and Timir Baran Bhattacharyya.

AND WHEREAS said Jharna Ghosal and Prasanta Kumar Ghosal alos jointly purchased a piece or parcel of land measuring an area of 1 cottahas 10 chittacks 37 sq.ft. be the same a little more or less comprised in R.S. Dag No. 710, R.S. Khatian No. 564, lying and situated at Mouza Udayrajpur, J.L. No. 43, Re.Su. No. 6, Touzi No. 146, P.S. Madyamgram formerly Barasat, District North 24 Parganas by way of a registered Deed of Sale being No. 4765 dated 06.12.1996 registered at A.D.S.R.O. Barasat the said deed duly copied in Book

No. 1, Volume No. 77, pages from 109 to 118 for the year 1996 from Amio Bhusan Bhattacharya and four others.

AND WHEREAS by way of such purchase said Jharna Ghosal and Prasanta Kumar Ghosal were the joint owner of a piece or parcel of land 3 cottahas 11 chittacks 13 sq.ft. be the same a little more or less comprised in R.S. Dag No. 710, R.S. Khatian No. 564, lying and situated at Mouza Udayrajpur, J.L. No. 43, Re.Su. No. 6, Touzi No. 146, P.S. Madyamgram formerly Barasat, District North 24 Parganas.

AND WHEREAS while said Jharna Ghosal and Prasanta Kumar Ghosal siezed and possessed the said land they recorded their names in L.R. Records of Rights being L.R. Khatian No. 2676 & 2677 respectively and also mutated in the Madhyamgram Municipality Ward No. 12, Holding No. 17/2, School Road (Uttarpara) and constructed one storied building thereon.

AND WHEREAS after that said Prasanta Kumar Ghosal died on 13.10.2022 and said Jharna Ghosal died on 14.04.2023 intestate leaving behind their only son i.e. the land owner/Vendor herein as their only legal heirs and successors and he got the said property by way of inheritance as per Hindu Succession Act. 1956.

AND WHEREAS with view to develop the said property the land owner herein entered into a registered Development Agreement being No. 2387 dated 10.05.2024 registered at A.D.S. R.O. Barasat duly copied in Book No. 1, Volume No. 1503-2024 pages from 93918 to 93956 for the year 2024 with the Developer herein.

AND WHEREAS Said Developer sanctioned building plan for constructing a multistoried building on the said land being Sl. No. COM-05/MM/2025-2026 dated 04.04.2025 from Madhyamgram Municipality.

AND WHEREAS Said Developer has been started constructional work of said multi storeyed building namely TAPASYA APARTMENT in accordance with the aforesaid sanctioned building plan and got their respective allocation as per Development Agreement.

NOW THIS INDENTURE WITHNESSETH that the Developer duly discharged their obligation as in the terms of the agreement and in order to meet up the costs of constructional work the Developer,

declared their intention to sell a flat as described, in the Second Schedule hereunder and upon receipt of the entire consideration money by the Developer, the Land Owner/Vendor in order to meet up their obligation do hereby sign execute and register this Deed of conveyance in favour of the Purchasers and the Developer do hereby join this indenture to convey a clear and marketable title to the Purchasers and by admitting or acknowledging the receipt of the consideration money as mentioned in the Memo of consideration below do hereby acquit, release and exonerate the Purchasers as well as the said Flat the Land Owner/Vendor do hereby grant, sell, convey, transfer and assign and assure unto the Purchasers free from all encumbrances, attachments and other defects in title ALL THAT a Self contained residential flat morefully and particularly described in the Second Schedule hereunder written and in the annexed Plan bordered in Colour RED TOGETHER WITH the fittings, doors, windows, electric wiring, pipe lines OR HOWSOEVER OTHERWISE the proportionate impartible undivided share of land described in the First Schedule below along with the constructions of common areas, stair case, half of the depth of the partition walls and common passage and drains, sewers water pipes and all other fixtures and equipment, of common utility in the terms of square feet appertaining to the said building and morefully described in the Third Schedule hereunder written TOGETHER WITH proportionate undivided, impartible share and/or interest in the land underneath the said building morefully described in the First

Schedule hereunder written AND THE REVERSION OR REVERSIONS, REMAINDER OR REMAINDERS AND THE RENTS ISSUES AND PROFITS thereof in connection with the said Flat and the properties appurtenant TO HAVE AND TO HOLD the said flat and the properties appurtenant thereto hereby granted, sold. conveyed, transferred, assigned and assured or expressed or intended so to be unto and to the use of the Purchasers absolutely and for ever for a perfect and indefeasible estate or inheritance in fee simple in possession without any condition, use, trust or other things whatsoever in alter, defect, encumbrances or make void the same AND NOT WITHSTANDING any such act, deed, matter or thing whatsoever as aforesaid the Land Owner/Vendor has good, right, full power and absolute authority to grant, sell, transfer, convey, assign, and assure the proportionate undivided impartible share and/or interest in the land and the said flat hereby granted, sold transferred, conveyed, assigned and assured and expressed or intended so to be unto and to the use of the Purchasers in the manner aforesaid and that the Purchasers shall and may from time to time and at all times hereafter peaceably and quietly possess and enjoy the said flat hereby granted, sold, transferred, conveyed, assigned and assured or expressed or intended so to be unto and to the use of the manner aforesaid and receive the rents, issues and profits thereof without lawful eviction, interruption, claim or demand whatsoever from or by the Land Owner/Vendor and Developer or by any person or persons lawfully or equitably claiming DEVELOPER AND THAT free and clear and freely and clearly and absolutely acquired, exonerated, discharged, or otherwise by the Land Owner/Vendor and Developer well and sufficiently have defended, kept, harmful and indemnified of and from and against all manner of former and other estate, right, title, interest, lease, mortgage, charges, trusts, wakfs, debuttar, attachments, execution, lispendents, claim, demands and encumbrances made or done, occasioned, or suffered by the Land Owner/Vendor and Developer or any person or persons lawfully or equitably claiming or to claim by from through under or in trust for the Land Owner/Vendor and Developer.

THE OWNER/VENDOR AND THE PURCHASERS DO HEREBY CONVENANT HERETO AS FOLLOWS:

- 1. That the Purchasers shall and may at all times hereinafter peaceably and quietly possess and enjoy the said flat with common areas facilities and that the Purchasers being the absolute Owner of the said flat shall have all right to sell, transfer, mortgage and assign the said flat in any manner they likes for residential purpose only and the Land Owner/Vendor and Developer hereto shall have no right to give any objection to such transfer.
- 2. That the Purchasers hereto of the said flat shall always be entitled to pass, re-pass and to have ingress, egress to and from the Main Gate of the said building and through and from

all the common stairs, landings and passages for the purpose of going and carrying all luggage and articles.

- 3. That the Purchasers will and shall maintain the said Flat properly and shall keep the same in good condition so that it may not cause any danger and/or prejudically effect the other occupiers of the said building.
- 4. That the Purchasers after taking possession of the said flat shall be liable to pay the proportionate Municipal taxes which is to be assessed later on.
- 5. That the Purchasers shall at all times hereinafter indemnify the Land Owner/Vendor for nonobservance and non performance of covenant and conditions contained in these presents as are required to be observed and performed by the Purchasers of the said Flat.
- 6. The Purchasers shall not use the said flat in such manner in which may or is likely to cause nuisance and annoyance to the other flat Owners of the building nor shall use the same for any illegal or immoral purpose.
- 7. The common walls must not be destroyed or damaged or otherwise mutated by way of hooking etc. Passage right through the Main entrance is common to all.
- 8. That the Purchasers hereto of the said flat shall not store or attach or plan or permit to be stored or attached or planted by machinery on the floor of the said flat or any portion thereof or

to hang the same from the beam of falters thereof herein contained shall prevent the fitting of electric lines, air conditions of fans or such other electrical fittings purely for domestic purpose as may be required by the said flat Owner.

- 9. That the Purchasers shall not throw or accumulate dirt, rubbish, rags or other refuses or permits the same to be thrown or allow the same to be accumulated in their flat or in the compound or any portion of the said building.
- 10. That the Purchasers shall have the equal common rights to affix to draw any wires, pipes, cable etc. from and to or through any common parts or common portions or other units in a similar manner as enjoyed by other occupants of the said building who also enjoy the easement rights to the common passage way.
- 11. That the original documents of title and other documents relating to the said property shall be kept under the custody of the Land Owner/Vendor and Developer and if the Land Owner/Vendor and Developer or their heirs sold the entire right, title and interest of the property of the premises then the entire documents and papers will be handed over to the person who will be nominated by the Flat Owners. The Developer upon every reasonable request of the Purchasers shall produce the said documents for inspection if the Purchasers or by any authority or authorities concerned relating to any of the said flat hereby purchased by the Purchasers.

- 12. That the Purchasers shall have common right with the other flat Owners over the Boundary wall, common stair case, common passage and space which are common for the purpose of ingress and egress.
- 13. The Purchasers shall henceforth peaceably and quietly held, possess and enjoy the rents and profits derivable from and put of the said property without any let, hindrance interruptions and disturbances from or by the Land Owner/Vendor and Developer or any person or persons claiming through or under or in trust for the Land Owner/Vendor and Developer and without any lawful act, hindrances, interruptions and disturbances by any other person or persons whatsoever.

THE FIRST SCHEDULE ABOVE REFERRED TO

(Description of land and property)

ALL THAT piece and parcel of Bastu land measuring an area of 3 cottahas 11 chittacks 13 sq.ft. be the same a little more or less alongwith multi storied building thereon namely TAPASYA APARTMENT comprised in R.S. Dag No. 710, L.R. Dag No. 2045, R.S. Khatian No. 564, L.R. Khatian No. 2676 (in the name of Jharna Ghosal) & L.R. Khatian No. 2677 (in the name of Prasanta Kumar Ghosal) lying and situated at Mouza Udayrajpur, J.L. No. 43, Re.Su. No. 6, Touzi No. 146, P.S. Madyamgram formerly Barasat, District North 24 Parganas within the local limits of Madhyamgram Municipality Ward No. 12, Holding No. 17/2 School Road (Uttarpara), Kolkata-700129, under the jurisdiction of A.D.S.R.O. Barasat.

BUTTED AND BOUNDED BY:-

ON THE NORTH: Plot No. 3 & 7 of R.S. Dag No. 710

ON THE SOUTH: 13ft wide Road.

ON THE EAST: Plot No. 6 of R.S. Dag No. 710.

ON THE WEST: 13ft wide Road.

THE SECOND SCHEDULE ABOVE REFERRED TO:

(Description of Flat)

ALL THAT a self contained tiles flooring residential 2BHK Flat bearing **No. ...,** on the floor measuring carpet area sq.ft. having super built up area of sq.ft. covered car parking space 160 sq.ft. on the Ground Floor be the same a little more or less consisting of two bed rooms, one dining cum drawing, one kitchen, one toilet, one attached toilet one balcony/Verandah being the Apartment named as "TAPASYA APARTMENT" along with proportionate share of common areas, common stair, lift and common facilities connected therewith including the undivided proportionate share of land of the said premises morefully and particularly described in the First Schedule herein written above also delineated in the Plan or MAP annexed hereto bordered RED verge.

ON THE NORTH BUTTED AND BOUNDED BY:-

ON THE SOUTH

ON THE EAST

ON THE WEST

THE THIRD SCHEDULE ABOVE REFERRED TO

(Common Portions and facilities)

1. Common passage including main entrance, stair case, lift and the roof.

- Open and/or covered paths and passages within the said plot of land and/or holding.
- 3. Lobbies and staircases of the said building.
- Common installations on the roof of the above at the top floor of the said building.
- 5. Electric Meter of the building.
- 6. Reservoir, water tanks, water pipes (Save those inside any unit)
- Wiring and Accessories for lighting of common area of the said building.
- 8. Pump and Motor.
- 9. Drains, Sewers and pipes.
- 10. Electrical installation relating to the Meter.
- Lights at the entrance gate and in the passage within the said building.

THE FOURTH SCHEDULE ABOVE REFERRED TO

(Common expenses)

- MAINTENANCE: All costs for maintaining, operating, replacing repairing white washing painting rebuilding, reconstruction, lighting and renovating the common areas.
- 2. OPERATIONAL: All expenses for running and operating all

machinery equipments and installations comprised in the common areas, including pumps and other installations.

- 3. **STAFF**: The salaries of and all other expenses on the staff to be employed for the common purposes viz. sweepers plumbers, electricians etc.
- ASSOCIATION: Establishments, all other expenses of the Association including its formation, office and Miscellaneous expenses.
- 5. <u>COMMON UTILITIES</u>: All charges and deposits for supplies of the common utilities to the Co-Owners in common.
- 6. **ELECTRICITY**: All charges for the electrical energy consumed for the operation of the common machinery.
- 7. **LITIGATION**: All litigations incurred for the common purpose and relation to common use and enjoyment of the common areas.
- 8. **RATES AND TAXES**: Municipal Tax, Building Tax, Water Tax and other levies in respect of the land building complex save those separately assessed on the Occupant.

(17)

IN WITNESS WHEREOF the parties hereto and have hereunto set and subscribed their respective signatures the day, month and year first above written.

SIGNED AND DELIVERED

In Presence of:

1.

Signature of the constituted Attorney on behalf of Land Owner/Vendor

2.

Drafted and Prepared By:-

Signature of the Developer.

Advocate,

Barasat Judges' Court.

Computer Typed By :-

(Bidyut Kumar Haldar) Barasat.

Signature of the Purchasers

MEMO OF CONSIDERATION

RECEIVED	Rs.	•••••	Only	from	the	Purchasers	by	following
manner:								
<u>Date</u>		Bar	DD/ChequeNo.			Amount		
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(Rupees) o	nly		
WITNESSES	:							
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