

DEED OF CONVEYANCE

THIS DEED OF CONVEYANCE is made on this day

2025 (Two Thousand Twenty Five)

contd...2

AMONG

1. SMT. PURNIMA SARKAR, PAN BTIPS0018Q, wife of Sri Keshab Sarkar, **2. SMT. JHUMA SARKAR**, PAN GVZPS8880L, wife of Sri Biswajit Sarkar, both by faith - Hindu(Indian), by occupation: Housewife , both are residing at: Kalyan Nagar, P.O. Kalyan Nagar via Pansila, P.S. Khardah, Dist- North 24Parganas , Kolkata - 700112, **3. SRI MRITYUNJOY DEY**, PAN AXEPD3678E , son of Late Anil Chandra Dey, residing at: Kalyan Nagar, Dostider Bagan, P.O . Pansila, P.S. Khardah , Dist - North 24 Parganas, Kolkata - 700112, **4. SMT. SANKARI DAS**, PAN CMHPD7823H, wife of Tusar Kanti Das, daughter of Late Anil Chandra Dey, residing at : Near Dighir Par Subuddhipur Thai Para, Baruipur, Dist- South 24 Parganas, Kolkata - 700144, both by faith - Hindu (Indian), by occupation: No. 3 Service, No.4 Housewife, hereinafter called and referred to as the **LAND OWNERS/VENDORS** (which expression shall unless excluded by or repugnant to the context be deemed to include their legal heirs, executors, representatives, administrators and/or assigns etc.) of the **FIRST PART**.

The Vendor Nos. 1 & 2 by dint of a registered Development Power of Attorney Being No. 152406304, recorded in Book No. 1, Volume No . 1524-2024, written in pages 211755 to 211797 registered at A.D.S.R.O Sodepur dated 16/08/2024 and the vendors Nos 3 & 4 by dint of a registered Development Power of Attorney Being No 152407985 , recorded in Book No. I, Volume No. 1524 -2024, written ,in pages 233577 to 233620 registered at

A.D.S.R.O. Sodepur dated 13/11/2024 are being represented by their constituted attorney namely **ASTHA DEVELOPER**, PAN ABWFA8366Q, a partnership firm having its office at : 21, Chowdhury Para Road, P.O. Rahara . P. S. Khardah at present Rahara, Dist - North 24 Parganas, Kolkata - 700118, being represented by its partners namely **1. SMT. GARGI BHOWMIK**, PAN BGKPB2497M, wife of Pratik Biswas. *by faith - Hindu (Indian) , by occupation : Business: residing at : 21, Chowdhury Para Road , P.O. Rahara, P.S. Khardah at present Rahara. Dist - North 24 Parganas, Kolkata- 70011 8, 2. MAFIJUL ISLAM PAN ACGPI1305Q, son of Abdul Khalek, *by faith- Muslim (Indian)*, *by occupation : Business , residing at : Ishwaripur. P.O. Surjopur. P.S. Khardah, at present Rahara, Dist - North 24 Parganas. Kolkata - 700121.**

AND

ASTHA DEVELOPER, PAN ABWFA8366Q, a partnership firm having its office at : 21, Chowdhury Para Road, P.O. Rahara, P. S. Khardah at present Rahara, Dist - North 24 Parganas , Kolkata - 700118, being represented by its partners *namely 1. SMT. GARGI BHOWMIK*, PAN BGKPB2497M, wife of Pratik Biswas. *by faith - Hindu (Indian) , by occupation : Business: residing at : 21, Chowdhury Para Road , P.O. Rahara, P.S. Khardah at present Rahara. Dist - North 24 Parganas, Kolkata- 70011 8, 2. MAFIJUL ISLAM PAN ACGP11305Q*, son of Abdul Khalek, *by faith- Muslim (Indian)*. *by occupation : Business , residing at : Ishwaripur. P.O. Surjopur. P.S. K hardah, at present Rahara, Dist - North 24 Parganas. Kolkata – 700121, herein after referred to as*

the **DEVELOPER/BUILDER/PROMOTER** (which expression shall unless excluded by repugnant to the subject or context be deemed to mean and include its successors- in -office , executors, administrators and or assign etc.) of the **SECOND PART.**

AND

1. , PAN ,
 AADHAAR NO. , Son/daughter of

 by here in after
 called and referred to as the **PURCHASERS** (which expression, shall unless excluded by or repugnant to the context be deemed to include their legal heirs, executors, representatives, administrators and/or assigns etc.) of the **THIRD PART.**

WHEREAS the landowner Nos. 1 & 2 here in got and acquired a plot of land measuring 3 (three) Chhittaks 19 (nineteen) sft. in R.S.Dag No. 1567 and land measuring 3 (three) Cottahs 3 (three) Chhittaks 33 (thirty-three) sft. in R.S. Dag No. 1570 thus total land measuring 3 (three) Cottahs 7 (seven) Chhittaks 7 (seven) sft. alongwith pucca two storied structure thereon lying and situated at: Mouza : Bandipur, J.L. No. J 7, **R.S .** No. 90, Touzi No. 227, contained in R.S . Khatian No. 1562, within the limits of Khardah Municipality, P.S. Khardah , Dist - North 24 Parganas from Smt. Sandhya Sarkar alias Sandhya Rani Sarkar by virtue of a registered Deed of Gift Being No. 152404190 , recorded in Book No. I, Volume No. 1524-2015, written in pages 38756 to

38775 and the same was registered at A. D.S.R .O. Sodepur dated 18/05/2015.

AND WHEREAS after acquiring the above said property the land owner nos 1 & 2 herein became the joint owners and co shares of the above said property and they recorded their names in the record of I.R settlement in I . R. Dag no of 1567 & 1570 and L.R. Khatian Nos. 6273 (in the name of Purnima Sarkar) and 6272(in the name of Jhuma Sarkar) and they also mutated their names in the records of Khardah Municipality, and they have been seizing, possessing and enjoying the same with absolute right, title and interest and without any encumbrances from any corner whatsoever till date.

AND WHEREAS the mother of the landowner Nos. 3 & 4 herein namely Mila Dey got and acquired a plot of land measuring 1(one) Cottah 10 (ten) Chhittaks 5 (five) sft. identified as Scheme Plot No. 2 lying and situated at Mouza: Bandipur, J.L. No. 17, R.S.No. 90, Touzi No. 1512 comprised and contained in Dag No. 1562 under Khatian No. 1309 , within the limits of Khardah Municipality, P.S. Khardah, Dist - No 14 Parganas from The Kalyan Nagar Co-Operative Colony Limited being represented by it's secretary Bimal Kumar Roy, and Dr. Hemendra Mohan Basu by virtue of a registered Deed of Sale Being No. 4602 and the same was registered at Sub Registry office at Barrackpore dated 21/09/1990.

AND WHEREAS after purchasing the above-said property, said Mila Dey became the absolute owner of the same and she mutated her name in the records of Khardah Municipality, in Ward No. 7, Holding No. 83/23/2, Nil Ganj Road and recorded her name in the records of L. R. Settlement in L.R. Dag No. 1567 under L.R. Khatian no. 1906 and while thus seized and possessed the same said Mila Dey died intestate on 11/10/2015 leaving behind her surviving the landowner Nos. 3 & 4 herein as her son and daughter and as her only legal heirs and successors to inherit her above said property.

It is mentioned herewith that the father of the landowner Nos 3 & 4 herein namely Anil Chandra Dey predeceased their mother on 30/08/2002.

AND WHEREAS after demise of said Mila Dey the land owner Nos 3 & 4 herein became joint owners and co-shares of above said property and they been seizing, possessing and enjoying the same with absolute right, title and interest and without any encumbrances from any corner whatsoever till date.

AND WHEREAS the Landowners herein desirous to develop the above said property by way of raising a Multi-storeyed Building and he invited the Developer for doing the same job and the Land owner Nos 1 & 2 herein entered into a registered Development Agreement cum Development Power of Attorney with the Developer herein Being No. 152406304, recorded in Book no.1. Volume No. 1524-2024, written in pages 211755 to 211797 registered at A.D.S.R.O. Sodepur dated 16/08/2024 in respect of a plot of land measuring 3 (three)

Cottahs 7 (seven) Chhittaks 7 (seven) sft. and the Land owner Nos 3 & 4 herein entered into a registered Development Agreement cum Development Power of Attorney with the Developer herein Being No . 152407985, recorded in Book No. I, Volume No. 1524 - 2024, written, in pages 233577 to 233620 registered at A.D.S.R.O. Sodepur dated 13/11/2024 in respect of a plot of land measuring 1 (one) Cottah (ten) Chhittaks 5 (five) sft. under certain terms and conditions mentioned therein.

AND WHEREAS as per terms and conditions of the above said Development Agreement cum Development Power of Attorney the developer herein started necessary acts and things for constructing the said Multistoried building as per plan which would be sanctioned by the local Khardah Municipality of which the purchasers has inspected and checked all the relevant documents, paper regarding the title of the property, drawings, plan etc. as duly satisfied **themselves** with regard thereto as also in respect of the right title, interest of the vendor and further in respect of areas, dimensions, measurements, specifications and other details whatsoever concerning of proposed building and /or Flats/Shop /Office/unit to be erected thereto and approves and accept the same. Plan sanctioned dated 22-08-2025, building permit no :SWS-OBPAS/2117/2025/0158.

AND WHEREAS the Purchaser after being satisfied in respect of the property in Schedule along with all facilities and

Common parts and all related matters of location and title of land, approval of the Building Plan by the Municipal Authority, the engineering and the Structural details, the Proposed infrastructure facility / facilities and Provision / Provisions of spaces for Common use and all other relevant facts / Provisions thoroughly and fully , has offered to Purchase Flat Being No..... on the..... Floor of the said proposed Multistoried measuring super build up area ofsqft more or less (morefully described in the under mentioned Schedule) and the Land Owners and the Developer has accepted the offer of the Purchasers.

NOW THIS DEED WITNESSETH AND IT IS HEREBY RECORDED

1. The developer shall construct the said building in accordance with the plan which would be approved by the concern authority but the purchasers also agrees that the developer may make such modification , alteration , deviation and variation therein as may be deemed necessary in the sole description of the promoters or may be required by the promoters without damaging the interest of purchasers at the instance of the Government or any other authority and the purchasers in the case of all or my of such alteration modification variation etc shall not be entitled to object the same or claim any compensation or rescind the agreement or will not vitiate these presents or afford any ground for Cancellation thereof.

2. The purchasers(s) agrees to acquire a self-contained flat Being No. on the Floor of the said proposed Multistoried measuring super built-up area of sqft. more or less for the total consideration of Rs..... only along with Rs.....for installation of Lift and Electric main line/ transformer and the purchaser have paid the said amount of Rs..... only on the date of execution of this present and the balance amount of Rs.only shall be paid by the purchaser to the Developer before the time of registration then the possession of the flat will be given.

3. The purchasers shall be liable to pay the taxes and /or rates in respect of the said flat after taking possession/registration of the said flat. if any payable for any extra work within a fortnight from the receipt of such intimation time being essence of the contract in this respect. It is hereby agreed that on such notice being given the purchasers shall contribute and pay his proportionate Municipal Taxes maintenance charges and other outgoing in respect of the said Apartment proportionately with effect from the date of giving of such Notice irrespective of the fact whether the buyer have or have not staked possession of the said flat or any part thereof.

4. Before taking possession of the said flat from the developer, if any addition and /or alteration in or upon the relating to the said building are required to be carried out by or at the instance of authorities then the same shall be carried out by the developers in co -operation with the owner and /or occupiers of

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the other Flat of the said building. Provided always that any variation and /or occupiers of the other Flatt of the said building.

Provided always that any variation and/or modification in the plans and /or specification elevation will not vitiate this present or afford any ground for cancellation thereof without damaging the interest of the purchasers.

5. The purchasers shall not : -

(a) Use the said Flat such manner or commit any act which may in manner cause nuisance of annoyance to the owner and or purchaser /occupiers of the other Flats in the said building

(b) Bring or keep or store any inflammable or combustible good or articles in or upon the said Flat.

(c) To claim partition or sub-division of the said premises or any part thereof and also of the common parts/areas.

(d) Raise any objection/claim/impediment/hindrance in construction of further floors or floors of any structures on the roof of the said building or any portion thereof by the vendor and the Developer.

e) Make in the said Flat any structural alterations, additions or improvement of a permanent nature and shall also not be allow to interfere with an alter the interior decorations and external colour of the premises without the permission or prior approval of the vendor/association.

6. The purchasers doth hereby agree not to do anything whereby the promoter and /or the owner are/is affected or prejudiced in any manner whatsoever and/or which may affect or

Prejudice the use and enjoyment of other flat/Godwon/spaces/shop rooms /common areas of the said building by other owner/occupiers.

7. If the purchasers desirous to get some other extra works then the standard specified by the promoter shall be entitled and charge at the rate as may be decided by the promoter and no outside contractor will be allowed to perform the said works and the purchasers should have to be paid the estimated cost.

8. That the purchasers shall have the common right to use the ultimate roof of the building with other occupiers of the building.

9. For the purpose of further constructions, the developer shall be absolutely entitled from time to time to remove, shift and substitute the water tank, Machines, from the room, terrace, parapet and the purchasers shall have no objection nor will in any way interfere with such removal or shifting despite the inconveniences caused to the purchasers without creating any disturbances from the purchasers.

And the developers shall also be entitled to use or allow the user of terrace and parapet walls of the said building for any purpose.

10. That the purchasers will pay proportionate share of Municipal tax, Govt. rent and other taxes from the date of taking over the possession of the said Flat and /or date of registration of the conveyance of the said Flat separately.

11. That the purchasers doth hereby covenant and agree with the promoter that they shall abide by the rules and regulations and by laws of the association to be formed by the Flat owner jointly.

12. The cost of the maintaining, repairing, whitewashing and decoration the main structure of the said building including the common portion of the Ground floor, rain water pipes, water tank , motor pumps, electrical wires , sewerages , drainages and all other common parts of the fixtures , fittings and equipment's and in under or upon the building enjoyed or used in common by the purchasers and occupiers of the Flat owner born jointly by him.

13. The Developers shall invest their ever-honest effect to complete the construction of the said apartment within 36 (Thirty-Six) months from the date of execution of this present. But due to any unavoidable circumstances beyond control, if the completion of the said project is delayed, the Developers shall not be liable for any compensation whatsoever.

14. A separate electric meter may be obtained by the Flat owner on his own cost after registration of the said Flat. The Developer shall provide electric meters for common services including Staircase, lighting pumps, landings.

15. That the total consideration money of the Flat room will be fixed after final measurement of the said Flat.

16. That the purchasers shall be liable to pay the G.S.T. (as per Govt. Norms) for purchasing the said Garage to the Developer.

17. Save and except in respect of the said unit hereby agreed to be purchased and the right of restrictive common use over common parts **AND COMMON PORTIONS** as specified in schedule "C" hereunder written the Buyer/Purchasers shall have no right or claim of any nature or kind over or in respect of other portions of the said building , said premises , open spaces and terms and parapet, walls car parking space if any hereinafter referred to as

excluded properties which shall remain the exclusive properties of the promoter with sole and absolute right to sell, transfer let out or dispose of the same.

FIRST SCHEDULE/ 'A ' REFERRED TO ABOVE

(Description of the total land)

ALL THAT piece and parcel of 'Bastu' land admeasuring an area of 3 (three) Chhittaks 19 (nineteen) sft. in **R.S.** & L.R. Dag No. 1567 and land measuring 3 (three) Cottahs 3 (three) Chhittaks 33 (thirty three) sft. in **R.S.** & LR. Dag No. 1570 is contained in **R.S.** Khatian No. 1562 corresponding to L.R. Khatian Nos . 6273 & 6272, and land measuring 1 (one) Cottah 10(ten) Chhittaks 5 (five) sft. in Dag No . 1562 corresponding to R. S. & LR. Dag No. 1567 under Khatian No. 1309 , corresponding to L.R . Khatian No. 1906, thus total land measuring 5 (five) Cottahs 1 (one) Chhittaks 12(twelve) sft. along with structure.

There on lying and situated at: Mouza : Bandipur , J.L. No 17, R.S. No. 90, Touzi No . 227 & 1512, within the limits of Khardah Municipality, Ward no .7, Holding no .82/14 & 83/23/2, Nilganj Road, P.S. Khardah, Distt-North 24 Parganas and under the Jurisdiction of A.D.S.R.O. Sodepur. In the state of West Bengal which is butted and bounded as under:

ON THE NORTH : Property of Alok De and Amiya Mondal

ON THE SOUTH : 16' -0" wide Road

ON THE EAST : H/o Tushar Kanti Sharma

ON THE WEST : 30'-0" wide Nilgung Road

SECOND/ 'B' SCHEDULE REFERRED TO ABOVE

(Description of the Flat hereby agreed to be sold)

ALL THAT piece and parcel of Flat Being No. on the Floor of the said proposed Multistoried measuring super built-up area of sft. more or less together with undivided proportionate share of those lands more particularly described in the First Schedule written above along with right to use the common facilities and amenities more particularly mentioned in the Fourth Schedule written hereunder subject to payment of common maintenance charges more particularly mentioned in the Fifth Schedule written hereunder.

THIRD/ 'E' SCHEDULE REFERRED TO ABOVE

(Specification of work)

1. Number of floors: Ground floor plus upper stories as per sanctioned Plan.
2. Structure - land with R.C.C. framed structure with beam, brick with sand and mortars as per design of the Architect Foundation strip. The materials will be Grade - 1 quality.
3. Water arrangements: Pumping arrangement to overhead reservoir from underground water and individual water connection in the flat.
4. Floor with skirting: All rooms, including toilets, kitchen are Laid with quality Tiles and skirting of 0-6" ft. height.
5. Outside Wall: 8"/200 mm thick wall.
6. Inside Wall - 5"/ 125 mm and or 3"/75 mm thick wall.

- 7. Bathroom:** 5' -0" height glazed tiles from 6" skirting (Ownerchoice) concealed U.P.V.C pipelines finishing with two Taps and one shower point & attach bath no shower European / Indian type W.C. system/Commode de (white colour). Two No. of W.C. Commode Pan (White) low height VC cistern, one CP taps and C.P. Shower will be provided at each bathroom.
- 8. Kitchen:** Black stone with granite top and one steel sink will be provided 2' -0" height glazed tiles covering from kitchen table aluminum and and to total grill fittings will be made by the cost (developer 's choice) one tap. One 24"X 18" steel sink with one low height bibcock taps are provided in the kitchen.
- 9. Door:** Toilet with P. V.C. Doors, others are quality flash doors and Collapsible Gate at Main Door. Developer will provide only one Door Skin at the front side of the Main Door Apart from if any additional Door skin require, Land Owner will bear the cost.
- 10.** All inside plumbing will be done by concealed UPV. Pipe and PVC pipes will be used to exterior work.
- 11.** All fittings i.e. bibcock, pillar cock, S.S.Cock, C.S. cock will be C.P. Make.
- 12. Window:** All windows will be Aluminums windows with glass panel and grill.
- 13.** Interior finish of wall and ceiling : all interiors will be finished with putty (2 Coats) and outside wall of the building should be painted with colourcem.

14. Balcony: Covered with 2' / 2" height Grill/Glass frame /

of the developer. 3 sides of the balcony wall should be covered with wall tiles up to 5' from 6" skirting.

15. Dining: One white Basin (18"X20") with tap.

16. Electrification: All electric connection will be done by concealed or semi concealed conduits as suitable. The following electric points shall be provided as follows: 1. Bed Room (4): Four point (16) , 2. Kitchen- Three points. 3. Dining/living Room: Eight Points 4. Toilet(4): Two points (8) , 5. Verandah(4) : One point(4), 6. Calling Bell: One Point.

Apart from the above no's of electrical points if any additional electrical points require purchaser need to bear the extra charges.

FOURTH / 'D ' SCHEDULE ABOVE REFERRED TO

(Description of the common right of the Flat owner)

1. Roof of the Building.
2. Staircase & lift of all the floors leading to roof.
3. Common passage, septic tank.
4. Overhead and underground water Tank and water pump.
5. Common Meter room, Electric fittings in common passages.
6. Drainages and Sewerage.
7. Pump House.
8. Boundary wall and main gate.

9. Available garage facility

FIFTH/ 'E ' SCHEDULE ABOVE REFERRED TO

(Cost of maintenance of common service facilities)

- 1) Cost of maintenance, repairing, redecoration, etc. of the main structure and in particular the gutters, fresh and rain water pipe , sewerage and water storage tanks and electric wires , motors generators and other appliances and passages in or under or upon the building and enjoyed in used flats and the main entrance passage landing, stair case of the building enjoyed by the purchaser or used by them in common as aforesaid and the boundary walls of the building compound etc.
- 2) Cost of cleaning and lighting the passage, landing, staircase and other parts of building as enjoyed or used by the purchasers in common as aforesaid.
- 3) Cost of maintenance and decorating the exteriors of the building.
- 4) Cost of working and maintenance of light and service charges.
- 5) Municipal rates and taxes, save those separately assessed for flat.
- 6) Premium for insurance of the building.

7) Costs and charges of establishment for maintenance of the building and the salaries of all persons employed for the same purposes.

8) All other expenses and outgoing as are deemed by the developer to be necessary or incidental for and regulating interest and /or the rights of the purchaser and occupiers including the developer and the owner of co-owner.

Extra Work : Any work other than the specified about would be regarded as extra work for which separate payment is required to be paid.

The developer shall provide the main electric line upto the meter board and the purchaser also need to bear the cost of Electric meter for their portion.

IN WITNESS WHEREOF the parties do hereby put their respective hands and signatures on this Agreement for sale in the presence of the following witnesses on this day, month and year first above written.

SIGNED , SEALED AND DELIVERED

IN THE PRESENCE OF WITNESSES:-

1.

2.

as constituted attorney for and on behalf of SMT.

PURNIMA SARKAR , SMT. JHUMA SARKAR.

SRI MRITYUNJOY DEY & SMT. SANKARI DAS

Signature of the Vendors

Signature of the Developer

Signature of the Purchaser

