

DEED OF CONVEYANCE

THIS DEED OF CONVEYANCE is made on this the day of November,
Two Thousand Twenty Five (2025) of the Christian Era ;

Between

(1) SRI ABIR GHOSH, (Having PAN- AD.JPG1663R, Aadhaar No: 9634
4442 1961, Voter Identity Card No: WB/20/134/537354), son of Late Pronay
Kamal Ghosh, by faith- Hindu, by occupation- Retired Person, by Nationality-

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Indian, & (2) **SRI ABHRA GHOSH**, (Having PAN- AJUPG8378A, Aadhaar No: 8775 9232 7335, Voter I. Card No:XVM2135929),son of Late Pronay Kamal Ghosh, by faith- Hindu, by occupation- Business, by Nationality- Indian, both are residing at 257, Kalibari 3rd Lane, P.O. & P.S. New Barrackpore, Kolkata- 700 131, District North 24 Parganas, hereinafter jointly called and referred to as the "**VENDORS/OWNERS**" (which terms and expressions shall unless excluded by or repugnant to the context be deemed to mean and include their heirs, successors, executors, administrators legal representative and/or assigns) of the **FIRST PART**.

The Owners/Vendors above named being Represented by their constituted Attorney **SRI GOPAL CHANDRA SAHA**, (Having PAN- ALFPS5104D, Aadhaar No: 2206 5550 8185, Voter Id. No: XVM2065613), son of Late Tarak Chandra Saha, by faith- Hindu, by occupation- Business, by Nationality- Indian, residing at 33, Aurabindo Road, P.O. & P.S. New Barrackpore, Kolkata- 700 131, District North 24 Parganas, appointed under and by virtue of a Registered Development Power of Attorney which was Registered in the office at A.R.A.-II Kolkata, recorded in Book No: I, Volume No: 1902-2023, Pages from 584707 to 584732, being No: 190216294 for the year 2023.

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AND

"NEW MAA SARADA CONSTRUCTION", (PAN- AASFN0956A), a Partnership firm having its Office at 33/7, Aurabindo Road, P.O. and P.S. New Barrackpore, District North 24 Parganas, Kolkata - 700 131, being represented by its Managing Partner **SRI GOPAL CHANDRA SAHA**, (Having PAN- ALFPS5104D, Aadhaar No: 2206 5550 8185, Voter Id. No: XVM2065613), son of Late Tarak Chandra Saha, by faith- Hindu, by occupation- Business, by Nationality- Indian, residing at 33, Aurabindo Road, P.O. & P.S. New Barrackpore, Kolkata- 700 131, District North 24 Parganas, hereinafter referred to as the **"DEVELOPER/BUILDER"** (which terms and expressions shall unless excluded by or repugnant to the context be deemed to mean and include its successors, executors, administrators and assigns) of the **SECOND PART**.

AND

(1) _____, (Having PAN- _____, Aadhar No: _____, Voter Id. No: _____), son/daughter/wife of _____, by occupation- _____, residing at _____

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(1) _____, (Having PAN- _____, Aadhar No: _____, Voter Id. No: _____), son/daughter/wife of _____, by occupation- _____, residing at _____ and (2) _____, (Having PAN- _____, Aadhar No: _____, Voter Id. No: _____), son/daughter/wife of _____, by occupation- _____, residing at _____ both by faith- Hindu, by Nationality- Indian, hereinafter jointly called and referred to as the "**PURCHASERS**" (which terms and expressions shall unless excluded by or repugnant to the context be deemed to mean and include their heirs, successors, executors, administrators legal representative and/or assigns) of the **THIRD PART**.

WHEREAS the Government of West Bengal (hereinafter referred to as "The Government") acquired by making a Notification being No: 708 L.Dev. dated 18th January, 1951 which was published at page 247, Part-I of the Calcutta Gazette dated 1st February, 1951, under section 4 of the West Bengal Land Development and Planning Act, 1948 by making a Declaration being No: 16362-L. Dev, dated 30th August, 1957 under section 6 of the aforesaid Act which was published at page 3528 of the Calcutta Gazette, Part-I, dated 30 August, 1957, C.S. Plot Nos.

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as set out in Schedule- "A" hereinafter, in Mouzas Masunda, J.L. No: 34, and Mouza- Aharampur, J.L. No: 35, under P.S. Khardah then Gholia now New Barrackpore, District 24 Parganas (now North 24 Parganas) measuring more or less 87.785 acres for public purpose viz. for the settlement of immigrants who had migrated into the State of West Bengal on account of circumstances beyond their control and for the establishment of a model colony for creation of better living conditions.

AND WHEREAS possession of the said land with tanks and other watery areas was duly taken under the provision of the said Act, by the Government and title of the said lands, thereupon, vested in the State of West Bengal free from all encumbrances in terms of Section 8(i)(a) of the said Act.

AND WHEREAS by an Agreement which was executed and by and between the New Barrackpore Co-operative Homes Ltd. and the Government, on the 29th November, 1951, (hereinafter referred to as "The said Agreement") the Society agreed to pay to the Government all compensation to be awarded and all costs, charges and expenses payable in respect of the said acquisition and to complete a housing scheme including all works of Development as set forth in the

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Scheme, within a period of three years from the date of which possession of the said lands would be given to the Society or within such extended period as might be allowed by the Government and the Government agreed to do and execute all such acts and deeds as would be necessary and proper, for vesting the said lands in the Society.

AND WHEREAS the Government, thereafter, empowered the New Barrackpur Co-operative Homes Ltd. under Sub-Section (2) of Section 10 of the West Bengal Land Development and Planning Act, 1948 to execute at its own cost, a Development Scheme of the aforesaid lands and to dispose of the said lands comprised herein as per terms and conditions embodied in the said Agreement.

AND WHEREAS the New Barrackpur Co-operative Homes Ltd. completed the said development work in accordance with the layout plan and the terms and conditions of the said Agreement, inter-alia, by way of executing the development scheme in the said 87.785 acres of land and allotting the plots of land as shown in the development Plan of the said Scheme amongst the members of the Society

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who were all refugees from the then Eastern Pakistan (now in Bangladesh), after setting apart 28.40 acres of land out of the land common to scheme Nos. I and III, of the said Development Plan to be used for common purpose of Schemes No: I and III.

AND WHEREAS the Government approved the total cost of the scheme as well as the price of individual plots at which the New Barrackpur Co-operative Homes Ltd. proposed and agreed to allot the plots to respective allottees under their Memo No: 878-L. Dev. dated 18.01.1958 of the Land and Land Revenue Department, Land Development Branch, Government of West Bengal.

AND WHEREAS the allottee namely Pranay Kamal Ghosh being admitted into membership of the New Barrackpur Co-operative Homes Ltd, was allotted a plot of land measuring an area 5 Cottahs more or less in C.S. Dag No: 295, R.S. Dag No: 1919, J.L. No: 35, Scheme No: I, Khatian No: 1247, Mouza-Aharampur, under the Development Scheme by the New Barrackpur Co-operative Homes Ltd. and the allottee was in possession of the said plot since 25.05.1966.

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AND WHEREAS the allottee/predecessor in interest of the Allottee paid a total consideration and/or price of Rs. 710.00 (Rupees Seven Hundred Ten) only for the said plot.

AND WHEREAS the New Barrackpur Co-operative Homes Ltd. in terms of the said Agreement paid a total amount of Rs. 92,788.71 only to the Government on account of compensation in respect of the acquisition of the said land under the aforesaid Act and all costs, charges and expenses of the proceedings in connection with such acquisition, as per demands made by the Government from time to time.

AND WHEREAS the New Barrackpore Co-operative Homes Ltd. thereafter, requested the State of West Bengal to execute a proper Deed of Conveyance in favour of the Society for the purpose of vesting the said lands in the Society in accordance with the said Agreement.

AND WHEREAS in pursuance of the said agreement, the Governor of the State of West Bengal granted, transferred conveyed and assigned unto the Society/the New Barrackpur Co-operative Homes Ltd. by an indenture dated

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1st February, 1996 which was registered with the District Registrar, North 24 Parganas, Barasat on the 8th February, 1996 being Deed No: 968 of 1996 of the said Registration Office, all the pieces and parcels of land measuring a total area of 87.785 acres in Mouza- Masunda, J.L. No: 34, Mouza- Aharampur, J.L. No: 35, both under P.S. Khardah thereafter Ghola now New Barrackpore, District North 24 Parganas, contained in C.S. Plot numbers as described in **Schedule- "A"** hereunder and to hold unto the Society absolutely, free of revenue and free from encumbrances the said lands but subject to the terms and conditions contained in the said indenture of Conveyance together with modification made by the Government of West Bengal Land and Land Reforms Department, Land Reforms Branch Notification No: 2705-L.Dev/5D-4/92 dated 9th April, 1997 as published in the Calcutta Gazette Part-I dated the 10th April, 1997 forming part of the said Deed.

AND WHEREAS By a Registered Deed of Conveyance dated 28th day of August, 1997 executed by New Barrackpore Co-operative Colony Society Ltd. Represented by its Chairman Sri Paresh Chandra Dhar and its Secretary Sri Pulin Behari Roy, sold, transferred and conveyed unto and in favour of said Allottee namely Pranay Kamal Ghosh, **ALL THAT** piece and parcel of land

measuring an area 5 Cottahs more or less lying and situated at Mouza-Aharampur, J.L. No: 35, in Khatian No: 1247, C.S. Dag No: 295, R.S. Dag No: 1919, under Police Station- Khardah thereafter Gholia at present New Barrackpore, District North 24 Parganas, and the said Deed was registered on 28.08.1997 at the office of the D.R. Barasat, recorded in Book No: I, being Deed No: 7140 for the year 1997 for the consideration therein contained and duly mutated his name before the records of New Barrackpore Municipal authority being Holding No: 257, under Ward No: 2, and paying rents and taxes before the authority concerned and the said land is free from all encumbrances.

AND WHEREAS while said Pranay Kamal Ghosh had been in possession and enjoyment in his above land said Pranay Kamal Ghosh had died intestate on 15.02.2004 and his wife Bela Ghosh also died intestate on 21.01.2013 leaving behind his two sons namely Sri Abir Ghosh and Sri Abhra Ghosh and one daughter namely Keka Banerjee who inherited the property of their father Pranay Kamal Ghosh according to Hindu Succession Act. and during her peaceful enjoyment and possession said Keka Banerjee relinquished her claim over their joint property unto and in favour of her brothers namely Sri Abir Ghosh and Sri Abhra Ghosh, the present Vendors/Owners herein, and the said land is free from all encumbrances.

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AND WHEREAS Abir Ghosh and Abhra Ghosh, the present Vendors/ Owners herein became the joint owners in respect of **ALL THAT** piece and parcel of land measuring an area 5 Cotthas be the same a little more or less comprised in C.S. Dag No: 295, R.S. Dag No: 1919, L.R. Dag No: 1234, L.R. Khatian No: 1247, in Mouza-Aharampur, J.L. No: 35, Re-Su No: 98, under Police Station- Ghola at present New Barrackpore, District North 24 Parganas, morefully and particularly described in the **FIRST SCHEDULE** written hereunder and they mutated their names becore the records of New Barrackpore Municipal Authority and paying rents and taxes before the authority concerned and peacefully enjoying and possessing over the same without any interruption from any corners and the said land is free from all encumbrances.

AND WHEREAS the present vendors/owners herein decided to develop the said land by constructing a multi storied building thereupon but due to lack of financial capacity, non availability of expert technical men and agent as well as no experience in constructional work, the present owners/vendors herein approached the developer to develop the said land by constructing a multi storied building at the cost and expenses of the developer and the present Developer being the Second Part herein duly accepted the said proposal of the Vendors,

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and accordingly the Vendors and the Developer herein entered into a Registered Development Agreement dated 22.11.2023 for development of the said land, which was Registered in the office at A.R.A.-II, Kolkata, recorded in Book No: I, Volume No: 1902-2023, Pages from 584387 to 584436, being No: 190216283 for the year 2023 containing certain terms and conditions mentioned therein, as agreed between the Vendors and the Developer/Builder herein.

AND WHEREAS on 22.11.2023 the said Vendors also executed a Registered Development Power of Attorney which was Registered in the office at A.R.A.-II Kolkata, recorded in Book No: I, Volume No: 1902-2023, Pages from 584707 to 584732, being No: 190216294 for the year 2023 in respect of said land in favour of **SRI GOPAL CHANDRA SAHA**, son of Late Tarak Chandra Saha, residing at 33, Aurabindo Road, P.O. & P.S. New Barrackpore, Kolkata-700 131, District North 24 Parganas, by faith- Hindu, by occupation- Business, by Nationality- Indian, the Managing Partner of "**NEW MAA SARADA CONSTRUCTION**" authorizing him as their attorney to do certain acts, deeds and things mentioned therein.

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AND WHEREAS (1) Tushar Kanti Saha and (2) Tanay Ghosh Chowdhury, the Partner of "New Maa Sarada Construction" empowered **SRI GOPAL CHANDRA SAHA**, son of Late Tarak Chandra Saha, residing at 33, Aurabindo Road, P.O. & P.S. New Barrackpore, Kolkata- 700 131, District North 24 Parganas, one of the Partner of "New Maa Sarada Construction", by way of a Registered Deed of Partnership which was Registered at D.S.R. I, North 24 Parganas, recorded in Book No: IV, Volume No: 1501-2020, Pages from 6625 to 6650, being No: 00238 for the year 2020 to act and sign in all documents including Deed of Conveyance/Conveyances on behalf of them as the Managing Partner of "**New Maa Sarada Construction**".

AND WHEREAS the Vendors as well as the Developer/Builder by their joint effort have placed a building plan to the local New Barrackpore Municipal authority showing therein the entire Development project in the said Premises and the said proposed building plan has duly been approved and/or sanctioned by the New Barrackpore Municipality being Sanction Plan No: dated thereafter the Developer/Builder herein in accordance with the terms of the said Development agreement as aforesaid and according to the building plan the Developer duly started construction of a Multi storied building (G+4)

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according to the sanctioned building plan over the aforesaid plot of land which is morefully and particularly described in the First Schedule hereunder written and the Developer have every power to sell it's allocation in the said building according to the said Registered Development Agreement as well as Registered Development Power of Attorney.

AND WHEREAS the Developer/Builder herein completed the said Multi-storied building (G+4) known as "**PRONAY BELA APARTMENT**" in all respect for onward sale of the same and had been looking for intending buyers in respect of the allocated areas of the Developers/Builders and the present Vendors as well as the Developer/Builder have got good, clear and marketable title over the land and building and the said land and building is free from all encumbrances, liens, charges and attachments whatsoever.

AND ALSO WHEREAS in course of such construction the present purchaser(s) having been interested to purchase a Flat being Flat No: "....", on the **FLOOR** having Carpet Area ____ Square feet Covered Area Square Feet and Super built up area Square feet be the same a little

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more or less of the said multi-storied building known as "PRONAY BELA APARTMENT" togetherwith undivided impartible proportionate share of land and all other common utilities amenities and facilities morefully and particularly described in the **Second Schedule** hereunder written and has inspected the site and also go through all the title documents of the land in question upon which the building is constructed and has drawn their satisfaction as to the title of the property as well as the building materials etc. and as such approached the Vendors as well as the Developer/Builder and after long bargain the sale price or consideration of the said Flat has been settled at **Rs.** (Rupees) only.

AND WHEREAS keeping spirit of the above insertion or recitals on **12.08.2024** one Agreement was made by and between the Vendors as well as the Developer/Builder and Purchaser(s) to transfer the Second Schedule mentioned Flat at a consideration of **Rs.** (Rupees) only the Developer received a sum of **Rs.** (Rupees) only as earnest money and thereafter received the entire balance consideration money amounting to **Rs.** (Rupees) only in terms

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of the said Agreement from the Purchaser(s) with a promise to transfer the said Flat and the Purchaser(s) now requested the Vendors as well as the Developer/ Builder to execute and register a proper Deed of Conveyance in their favour in respect of the said Flat mentioned in the SECOND SCHEDULE and the Vendors as well as the Developer/Builder agreed to transfer the same.

AND WHEREAS the Purchaser(s) now called upon the Vendors as well as the Developer/Builder to execute and register a proper Sale Deed in respect of the said Flat being No: "...", on the FLOOR having Carpet Area _____ Square feet Covered Area Square Feet and Super built up area Square feet be the same a little more or less of the said multi-storied building known as "PRONAY BELA APARTMENT" more fully and particularly described in the SECOND SCHEDULE hereunder written at a consideration of Rs. (Rupees) only free from all encumbrances, lien, charges and attachment whatsoever.

NOW THIS INDENTURE WITNESSETH that in pursuant to the said Agreement and in consideration of the said sum of Rs. (Rupees) only of true and lawful money of Union

of India in hand and truly paid to the Vendors as well as the Developer/ Builder by the Purchaser(s) at or immediately before the execution of these presents (the receipt whereof the Vendors as well as the Developer/Builder doth hereby admit and acknowledge and from the same and every part thereof) **ALL** **THAT** the self contained residential Flat being No: “....”, on the **FLOOR** having Carpet Area ____ Square feet Covered Area Square Feet and Super built up area Square feet be the same a little more or less of the said (G+4) storeyed building particularly and specifically described in the **Second Schedule** hereunder written togetherwith undivided and impartible proportionate share of land and all other common utilities, facilities and amenities.

AND the Vendors as well as the Developer/Builder is absolutely seized and possessed of or otherwise well and sufficiently entitled to the said land with building free from all encumbrances and liabilities whatsoever that notwithstanding any deed, matter or things whatsoever by the Vendors as well as the Developer/Builder done or executed or caused to be done or executed knowingly suffered to the contrary. The Vendors as well as the Developer/Builder has good right, full power, absolute authority and indefeasible title to grant sell,

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convey, transfer, assign and assure all that singular undivided share or interest in the said premises or grant sold, conveyed, transferred, assign and/or expressed or intended so to be unto and to the use of the purchaser(s) in the manner aforesaid according to the meaning and true intent of these presents free from all encumbrances and without any hindrance eviction, interruption, disturbance, claims or demands whatsoever. That the Vendors shall from time to time and at all times hereafter upon every reasonable request and at the cost of the Purchaser(s) do acknowledge execute and perform all such further and other lawful reasonable acts, deeds, conveyances, matter and things whatsoever for further better and more perfectly assuring the right, title of the said Flat, being No: "...", on the **FLOOR** having Carpet Area ____ Square feet Covered Area Square Feet and Super built up area Square feet be the same a little more or less of the said Multi-storeyed building particularly and specifically mentioned in the **Second Schedule** hereunder written and other installations common utility, common parts, paths and passages, including the exterior and common walls appertaining to the said building and every part thereof unto the Purchaser(s) in the manner aforesaid as shall or may be reasonably required.

1] **THE VENDORS HEREBY COVENANT WITH THE PURCHASER(S)**

as follows:

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- a} The self-contained Flat being No: "...", on the **FLOOR** having Carpet Area ____ Square feet Covered Area Square Feet and Super built up area Square feet more or less of the said (G+4) Multi-Storied building and the installation and common utility, common parts and passages, including the exterior and common wall to the said building area is free and discharge from or against all manner of encumbrances of whatsoever nature.
- b} It has been agreed by and between the parties that the Vendors as well as the Developer/Builder and the Purchaser(s) shall not demolish or cause to be demolished/damaged the said Flat in any manner.
- c} Area of the covered space referred to above shall mean and include undivided proportionate share of common area like staircase, corridors, lobbies, electrical space, Meter room, overhead water tank, under ground reservoir, septic tank of the said (G+4) building or any other service area which may be used in common by the owners/occupiers of the said building.
- 2] **THE PURCHASER(S) SHALL BE ENTITLED AND/OR RIGHTS AS MENTIONED HEREIN :**

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- a) The self-contained residential Flat being Flat No: "....", on the
FLOOR having Carpet Area ____ Square feet Covered Area
Square Feet and Super built up area Square feet more or less of
the said multi-storeyed building which is delineated in the Plan with RED
Marked annexed herewith, which do form the part of this Deed of
Conveyance.
- b) To use all common facilities, common areas, comprised in the said Flat
and the said land so the existing facilities including septic tank could not
be disturbed in any way by other flat owners and all the owners shall have
to maintain it in proper manner.
- c) To use and/or extend the electric line and/or connection of such manner in
respect of the aforesaid flat described in the Third Schedule hereunder
written.
- d) To use occupy and enjoy and/or deal with the Flat, being Flat No: "....", on
the FLOOR having Carpet Area ____ Square feet Covered
Area Square Feet and Super built up area Square feet more
or less of the said building particularly mentioned in the Second Schedule

hereunder written as and absolute owner thereof subject to the terms and conditions as hereinbefore stated.

3] THE VENDORS AS WELL AS THE DEVELOPER/BUILDER AND THE PURCHASER(S) AGREE AND CONVEYANCE WITH EACH OTHER as follows :

- a) All costs and expenses for replacement and enlargement or alteration and/or in the part existing water tank, other fittings of any part whereof or replacement or expansion thereof which are used or useable shall be common incurred by the Purchaser(s) proportionately with the other owners or occupiers of the said multi-storeyed building.
- b) The Vendors as well as the Developer/Builder and the Purchaser(s) and/or the person authorised by the Purchaser(s) occupying the said Flat shall be liable to keep all the common areas of the said building including all paths, passages, stair-case, lobbies etc. maintaining a proper condition and shall also bear and pay proportionate expenses in respect thereof. The Purchaser(s) or their agents and assigns shall not in any way obstruct or caused to be obstructed the common passage roof or stair-case of the said building and shall not do or caused to be done or allowed in any acts,

deeds, matters and things whereby the use and enjoyment of the common parts, common amenities and covenants of the said building to be in any way, prejudicially affected.

- c} The Purchaser(s) shall repair the interior of the said flat but not affect the exterior of the said multi-storeyed building without the consent of the other flat owners.
- d} The Purchaser(s) shall not pull down or demolish the structure in any way so on as the flat is not separately assessed. The Purchaser(s) shall have to pay her proportionate share of Municipal rates and taxes etc. to the Vendor as well as the Developer/Builder until the assessment in their names is made separately.
- e} The Purchaser(s) shall not store anything of combustible and inflammable and explosive articles which may cause danger, nuisance and annoyance to the other flat owners.
- f} The Purchaser(s) shall have liberty and full power to grant, sale, convey, transfer, let-out, mortgage, assign and assure the said premises against rents of the Second Schedule mentioned property in the said premises.

- g) Until formation of the Company, Society or Association of the flat owners the Purchaser(s) shall pay to the Vendor as well as the Developer/ Builder proportionate reasonable share of costs of maintenance in all respect. After formation of Society, Company or Association the building shall be managed and maintained by it and the Purchaser(s) shall be bound to pay proportionate share of costs to it i.e. the costs or expenses of the Administrators, Security, Gardener, Sweeper, maintenance, repair, replacement of the common parts and equipments and accessories common area and facilities including white washing, painting, decorating, common exterior portion of the said building, the boundary walls, entrance of the said stair-case, rain water pipe, Motor Pumps, Water pipes, electrical wirings and installations of swerage drains and all other common parts, fixtures, fittings and equipments in under or upon the building enjoyed or used in common by the Purchaser(s) and other flat owners thereof.
- h) The Purchaser(s) shall not claim any partition of the said land described in the First Schedule written hereunder on which the said multi-storeyed building constructed and/or which proportionate undivided share or interest in the land hereby sold and conveyed to the Purchaser(s).

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- i} The Purchaser(s) shall not use the said flat in such manner which may or likely to cause nuisance or annoyance of the other occupiers in the said building and the Vendors as well as the Developer/Builder shall not use the said building for any illegal or immoral purpose which will cause nuisance or annoyance to the residents of the said building.

- j} The flat owners shall have the right to use the top roof of the building as common facilities with the Vendors as well as the Developer/Builder.

- k} That in future the Vendors as well as the Developer are entitle to raise construction over the existing building subject to permission of the local authority as per the provisions of law and in the said circumstances the flat owners shall have no objection whatsoever to that effect.

- l} Infrastructure cost i.e. installation of individual electric meter and transformer to be paid by the Purchaser(s) to the Vendors as well as the Developer/Builder as per requirements. The electric meter and transformer errecting charges will be distributed, on square feet basis among the Purchaser(s) as per the expenditure of the Developer/Builder.

THE FIRST SCHEDULE ABOVE REFERRED TO

(The description of the property upon which the multi-storied building situate)

ALL THAT piece and parcel of "Bastu" land measuring about 5 (Five) Cotthas be the same a little more or less lying and situated at Mouza- Aharampur, J.L. No: 35, Re-Su No: 98, comprised in C.S. Dag No: 295, R.S. Dag No: 1919, L.R. Dag No: 1234, L.R. Khatian No: 1247, under Police Station- Khardah thereafter Ghola at present New Barrackpore, A.D.S.R. Office- Barrackpore at present Sodepur, District North 24 Parganas, Kolkata- 700 131, within the local limits of New Barrackpore Municipality, under Ward No: 2, being Holding No: 257, Kalibari 3rd Lane, with a multi-storied (G+4) building thereon under the name and style "**PRONAY BELA APARTMENT**" which is butted and bounded by :

BUTTED AND BOUNDED

- On the North : By Kalibari 3rd Lane.
On the South : By Property of Prafulla Das.
On the East : By Property of Subrata Dutta.
On the West : By Land of Amal Ghosh.

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THE SECOND SCHEDULE ABOVE REFERRED TO

(Description of Flat/Apartment hereby sold)

ALL THAT piece and parcel of a Self Contained Vitrified Tiles flooring Residential Flat being Flat No: "....", on the **FLOOR** having Carpet Area ____ Square feet Covered Area Square Feet and Super built up area Square feet be the same a little more or less consisting of Bed Room(s), Dining-cum-Drawing Room, 1 (One) Kitchen, Toilet, of a Multi-Storied Building known as "**PRONAY BELA APARTMENT**" which is delineated and demarcated by **RED** colour Border in the annexed Sketch Map alongwith proportionate, undivided and impartible share in land underneath and all sorts of rights of common users and common areas in and around the multi-storied building situated upon the land described in the **FIRST SCHEDULE** above referred to togetherwith all sorts of rights of easement annexed therewith. The annexed Sketch Map, Colour Photography and Finger prints of the parties are the part of this documents.

THE THIRD SCHEDULE ABOVE REFERRED TO

(Common Areas)

- 1) Stairs on all floors.

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- 2} Stair-case and landings on all floors.
- 3} Common passages to be used for ingress and egress from Municipal Road to Main Building.
- 4} Water pump, Water Tank, Water Pipes and other common plumbing installations.
- 5} Common roof, alongwith all other Flat-Owners/Flat occupiers.
- 6} Four Passengers standard quality Lift.

THE FOURTH SCHEDULE ABOVE REFERRED TO

(Common Rights)

- 1) The right in common with other purchasers for the use of the common parts for ingress in and egress out from the Units/Flats and/or Building or Premises.

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- 2) The right in common with the other purchaser(s) to get electricity water connection from and to any other Unit/Flat or common parts through pipes, drains, wires, conduits lying or being in under, through or over the said Unit/Flat as far as may be reasonably necessary for the beneficial use and occupation of the respective unit/flat and/or common parts and common areas.
- 3) The right of protection for other parts of the building by all parts of the said unit/flat as far as it is necessary to protect the same.
- 4) The right of support from the said flat/unit that be enjoyed by the other parts of the buildings.
- 5) The right with or without workmen and necessary materials to enter from time to time upon the unit/flat for the purpose of repairing such pipes, drains, wires and conduits as aforesaid provided always that save in case of emergency the purchasers shall be given a prior Forty Eight Hours notice in writing of the intention for such entry as aforesaid.

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THE FIFTH SCHEDULE ABOVE REFERRED TO

(Common Expenses)

- 1]** All costs of maintenance, operating replacing, white washing, painting, re-building, re-constructing, decorating, re-decorating and lighting the common parts and also the outer walls of the building.
- 2]** The salaries of all persons employed by the Association for the said purpose.
- 3]** Insurance Premium for insuring the building against Earthquake, Fire, Lighting, Mob-violence, damage, civil commotion etc.
- 4]** All charges and deposits for supplies of common facilities and utilities.
- 5]** Municipal tax, multi-storied building tax and other outgoing expenses save those separately assessed on the respective flat/unit on and from the date of possession.

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6] Costs and charges of establishment for maintenance of the building and for watch and ward staff. The purchaser(s) is/are also under legal obligation to be a member of the Association to be formed by all the Flat/ Apartment owners after purchase thereof and shall pay monthly subscription of said Association in accordance with the resolution to be taken by the Association.

7] The Office expenses incurred for maintenance of the office for common purpose.

8] All other expenses and outgoing as are deemed to be necessary or incidental for protecting the interest and the rights of the purchaser(s) on and after purchase and delivery of physical possession.

9] All expenses referred to above shall be proportionately borne by the co-purchasers in and from the date of taking charges and occupation of their respective units but the purchaser(s) shall not be liable to bear such charges in respect of the unsold units/flats.

IN WITNESS WHEREOF the parties hereunto subscribed their respective hands and seal on this Deed of Donveyance the day, month and the year first above written.

SIGNED, SEALED AND DELIVERED BY
THE PARTIES HERETO in the presence of
WITNESSES :

1.

Sri Abir Ghosh and Sri Abhra Ghosh, the Owners/Vendors herein being
Represented by their Constituted Attorney **GOPAL CHANDRA SAHA.**

2.

**_____
SIGNATURE OF THE VENDORS/OWNERS.**

Drafted by :

[Kuntala Saha]
Advocate,
Judges' Court Barasat.
Enrolment No: F/74/60/93.

**_____
SIGNATURE OF THE DEVELOPER/BUILDER.**

Printed by me :

{ Bipul Ghosh }
BARASAT COURT.

**_____
SIGNATURE OF THE PURCHASER(S).**

ACKNOWLEDGEMENT OF RECEIPT OF CONSIDERATION MONEY

RECEIVED from the within mentioned Purchaser(s) the within mentioned sum of Rs. (Rupees) only as full and final consideration money in respect of Second Schedule mentioned Flat as per memo below :-

MEMO OF CONSIDERATION

- a) By Cheque being No: dated Rs.
drawn on, Branch.
- b) By Cheque being No: dated Rs.
drawn on, Branch.

Total Rs.

(Rupees) only.

WITNESSES:

1.

2.

**SIGNATURE OF THE
DEVELOPER/BUILDER.**