

DEED OF CONVEYANCE

THIS INDENTURE made on this day of 2025,

BETWEEN



1). **SRI. SUBRATA SARKAR, PAN- DJKPS6588B, Aadhaar No. – 4930 1700 7221**, S/o Saroj Sarkar, by faith Hindu, by Nationality Indian, By occupation Service, residing at 16, Sital Sarkar Lane, P.O Mahesh, P.S Serampore, Hooghly, (W.B.), Pin – 712202, 2). **SRI. DEBABRATA SARKAR, PAN- MMGPS8006N, Aadhaar No. – 9941 3983 2345**, S/o Saroj Sarkar, by faith Hindu, by Nationality Indian, by occupation Service, residing at 16, Sital Sarkar Lane, P.O Mahesh, P.S Serampore, Hooghly, (W.B.), Pin – 7122023). **SRI. PRIYABRATA SARKAR, PAN- EIIPS8397J, Aadhaar No. – 9841 8176 6754**, S/o Saroj Sarkar, by faith Hindu, by Nationality Indian, By occupation Service, residing at 16, Sital Sarkar Lane, P.O Mahesh, P.S Serampore, Hooghly, (W.B.), Pin – 712202, 4). **SRI. SUBHENDU SARKAR, PAN- EILPS7019L, Aadhaar No. – 4510 0353 3707**, S/o Saroj Sarkar, by faith Hindu, by Nationality Indian, By occupation Service, residing at 16, Sital Sarkar Lane, P.O Mahesh, P.S Serampore, Hooghly, (W.B.), Pin – 712202, 5). **SRI. SOMNATH BHARATI, PAN – AFQP6932F, Aadhaar No. – 8033 1508 2686**, S/o. Lakshmi Narayan Bharati, by faith - Hindu, by occupation - Service, by nationality - Indian, residing at Ghoramara(P), P.O. - Mallickpara, P.S. - Serampore, Dist - Hooghly, (W.B.), Pin - 712203, 6). **SRI. BISWANATH BHARATI, PAN – AKGP6788E, Aadhaar No. – 4807 9934 8236**, S/o. Lakshmi Narayan Bharati, by faith - Hindu, by occupation – Self Employed, by nationality - Indian, residing at Ghoramara(P), P.O. - Mallickpara, P.S. - Serampore, Dist - Hooghly, (W.B.), Pin - 712203, 7). **SMT. ANITA CHOWDHURY, PAN – BZMPC0178F, Aadhaar No. – 8591 7484 4355**, D/o. Lakshmi Narayan Bharati, by faith - Hindu, by occupation – House Wife, by nationality - Indian, residing at Ghoramara(P), P.O. - Mallickpara, P.S. - Serampore, Dist - Hooghly, (W.B.), Pin - 712203, herein after referred to as the “**OWNER**”, represented by their Constituted Attorney 1) **SRI JOY NATH (PAN – AUZPN1350R)** Son of Sri Manick Chandra Nath, by faith - Hindu, by Nationality – Indian, by occupation Business, residing at 8A, Satish Chandra Ghosh Lane, P.O – Mahesh P.S – Serampore Hooghly -712202, West Bengal, and 2) **SRI SOUNAK CHAKRABORTY (PAN – AWBPC3199B)** Son of Sri Prakash Chakraborty, by faith - Hindu, by Nationality – Indian, by occupation Business, residing at 53/5, Bhagirathi Lane, P.O – Mahesh, P.S – Serampore, Dist - Hooghly -712202, West Bengal, hereinafter called and referred to as the “**OWNERS**” (Which terms or expression shall unless otherwise excluded by or repugnant to the subject or context be deemed to mean and include their successors, successors-in-office and assigns) of the **FIRST PART**.

AND

ONEX REAL ESTATES (PAN – AAGFO6134P) a partnership firm having its office at 68, Bhagirathi Lane, P.O. – Mahesh, P.S – Serampore, Dist - Hooghly -712202, West Bengal, represented by its partners 1) **SRI JOY NATH (PAN – AUZPN1350R)** Son of Sri Manick Chandra Nath, by faith - Hindu, by Nationality – Indian, by occupation Business, residing at 8A, Satish Chandra Ghosh Lane, P.O – Mahesh P.S – Serampore Hooghly -712202, West Bengal, and 2) **SRI SOUNAK CHAKRABORTY (PAN – AWBPC3199B)** Son of Sri Prakash Chakraborty, by faith - Hindu, by Nationality – Indian, by occupation Business, residing at 53/5, Bhagirathi Lane, P.O – Mahesh, P.S – Serampore, Dist - Hooghly -712202, West

Bengal, both are partners of, hereinafter referred to as the **"DEVELOPERS"** (Which terms or expression shall unless otherwise excluded by or repugnant to the subject or context be deemed to mean and include their successors, successors-in-office and assigns) of the **"SECOND PART"**

AND

MR. (PAN -) son of , by faith - Hindu, by Nationality - Indian, by occupation - Service, residing at Hereinafter called and referred to as the **"Purchaser"** (Which terms or expression shall unless otherwise excluded by or repugnant to the subject or context be deemed to mean and include their successors, successors-in-office and assigns) of the **OTHER PART**.

WHEREAS ALL THAT piece and parcel of Land measuring an area 0.573 acre or 34 Cottah 10 Chittacks 30 Sq. ft. lying and situated at Mouza - Mahesh, J.L. No. 15 comprised in R.S. Dag No. 3522 under R.S. Khatian No. 7875 corresponding to L.R. Dag No. 10801 under L.R. Khatian No. 7943 being Municipal Holding No. 16 Sital Sarkar Lane within the ambit of Serampore Municipality under P.S. and A.D.S.R - Serampore, Dist. - Hooghly which more-fully described in the 'A' schedule hereunder is the subject matter of this agreement.

AND WHEREAS the 'A' schedule property together with other properties was and possessed by Satyendranath Sarkar, Gyanendranath Sarkar, Dhirendranath Sarkar and Birendranath Sarkar all are son of Late Nibanran Chandra Sarkar who all had jointly acquired the 'A' schedule property together with other property from Smt. SailobalaDasi by virtue of one registered deed of kobala vide no. 3622 for the year 1930 and on the same date i.e. on 28th October 1930 said Satyendranath Sarkar and others jointly setteled their property in favour of LilabatiDasi W/o. Satyendranath Sarkar, Lilabati Dasi W/o. Gyanendranath Sarkar, Jyotirmoyee Dasi W/o. Dherandranath Sarkar and CharubalaDasi W/o. Birendranath Das by virtue of one registered deed of settlement vide no. 3550 for the year 1930.

AND WHEREAS said Lilabati Dasi and others while owing and possessing the aforesaid property they mutually partitioned their aforesaid property and in such manner said Lilabati Das W/o. Gyanendranath Sarkar had got the 'A' schedule property.

AND WHEREAS said Lilabati Dasi died leaving her only son Saraj Kumar Sarkar and by way of law of inheritance said Saraj Kumar Srakar had become the absolute owner cum

possessor of the 'A' schedule property and also mutated his name before L.R. settlement record and also before Serampore Municipality and had been possessing the 'A' schedule property.

AND WHEREAS said Saraj Kumar Sarkar while owing and possessing the 'A' schedule property died in-tested leaving behind his four sons namely Subrata Sarkar, Debabrata Sarkar, Priyobrata Sarkar and Subhendu Sarkar and two daughters namely Arati Sarkar and Gita Bharati all had become joint owners of the 'A' schedule property having their 1/6th share each and thereafter said Arati Sarkar died on 31.10.2021 as unmarried and her living brothers and sister who have inherited the 1/6th share of their sister Arati Sarkar. Be it further mention here that said Gita Bharati has died on 28.04.2022 living behind her two sons namely Somnath Bharati and Biswanath Bharati and only daughter Anita Chowdhury and in such manner all the aforesaid persons become the joint owners of the aforesaid 'A' schedule property.

AND WHEREAS thereafter the Owners has decided the developed her property by making multi storied building but as the owners due to her paucity of money has entrusted local Developers ONEX REAL ESTATES (PAN – AAGFO6134P) having registered office at 68, Bhagirathi Lane, P.O. Mahesh, P.S. – Serampore, Dist. Hooghly -712202, West Bengal, represented by its partners namely Sri Joy Nath and Sri Sounak Chakraborty for that purpose one registered Deed of Development Agreement & registered Deed of Power of Attorneys has been executed and registered between owners and the **“ONEX REAL ESTATES”** on 04.10.2024, registered before Additional District Sub registrar office Serampore, registered Deed of Development Agreement recorded in Book No. I, Volume No. 0605 - 2024, pages 150626 to 150670 being no. 04789 of the year 2024, & registered Deed of Power of Attorneys recorded in Book No. I, Volume No. 0605 - 2024, pages 156486 to 156503 being no. 04817 of the year 2024,

AND WHEREAS in pursuance to the said Development Agreement & Deed of Power of Attorneys and in terms with the Building Plan as sanctioned by the Serampore Municipality on dated 24/09/2025 & Building Permit Number: **SWS-OBPAS/1811/2025/0237**, then Apartment has been constructed and thereafter the segregated Unit was proposed for sale by the developer save and except the land owners allocation.

AND WHEREAS the said Owners decided to appoint Developers namely **“ONEX REAL ESTATES”** a partnership firm having its registered office at Rabindra Abasan, 68,

Bhagirathi Lane, P.O – Mahesh, P.S – Serampore Hooghly -712202, West Bengal, to start and complete the project entirely. Be it mentioned here that said Partnership Firm initially formed by Soumen Banik and Joy Nath on 09.08.2019, but thereafter one of partner namely Soumen Banik retired from the said Partnership firm and to that effect, one Deed of Retirement of Partnership has been executed and duly registered on 19.09.2022, registered in Book No. IV, vide Deed No. 123 of 2020 and thereafter new partner namely Sounak Chakraborty has been added by way of one registered Deed of Admission of new partner which was duly registered before A.D.S.R. Office Serampore on 12.11.2020, in Book No. IV, Vide Deed No. 149, for the year 2020.

AND WHEREAS the developer has started construction over the 'C' Schedule Property in accordance with building plan and also in terms of registered development agreement mentioned above.

AND WHEREAS the developer constructed multi storied consisting of several Flats/Shops/Garage upon the "A" schedule mentioned property as per Sanctioned building plan of Serampore Municipality.

AND WHEREAS the purchaser has approached the developer to purchase a Flat upon the land / underneath the building described in the "A" Schedule hereunder written from out of **Developer's Allocation** as per Developers agreement calculated and deemed to contain on area of sq. ft. of super built up area on the floor being Flat No., inclusive of the apportioned area governed by the staircase, lobby, servant's room etc. fully described in the "B" Schedule hereunto written TOGETHER WITH proportionate undivided interest in the common areas in the "SAID PREMISES" (hereinafter referred to "PANCHANAN APARTMENT") which the promoter have agreed to do at or for the consideration of Rs..... (Rupees) only i.e. (Rs...../- for Basic Price of Flat + GST @ 1% Rs.....). subject to the term and condition herein contained.

AND WHEREAS the purchaser hereto has approached the developer to purchase a Flat No., measuring Sq. ft. including super built area on the floor within the multi-storied building under named and style "PANCHANAN ENCLAVE" and the developer has agreed to sale the Flat which particularly described in the "B" Schedule hereto.

AND WHEREAS the purchaser being satisfied with title to the "A" Schedule mentioned property as well as construction of the Flat has agreed to purchase one habitable & usable

compact Flat, particular of which is mentioned in the Schedule for the total consideration of Rs..... (Rupees) **only**.

NOW THIS INDENTURE WITNESSETH that in pursuance of the above agreement and in consideration of the said sum of Rs..... (Rupees) **only** paid by the purchaser to the developer as per developers allocation (the receipt whereof developer admit and acknowledge) of and from the payment of the same forever release, acquit and discharge the purchaser as well as the **"B" Schedule** mentioned Flat and common areas and facilities and the undivided proportionate share in the land and building and every part thereof the vendor and Developer herein doth hereby grant, sale, transfer, convey, release and assure UNTO the purchaser forever and ALL THAT undivided proportionate share or interest in the land mentioned in the **"A" Schedule** hereunder written together with the said Flat on the **floor**, measuring **Sq. ft.** including super built up area described in the **"D"** Schedule hereunder written which is fall within the allocation of developer and the undivided share of common areas and facilities as described in the C Schedule hereunder written and also together with the benefits and liabilities and rights and support and protection of the said Flat wholly and the common portion **HOWSOEVER OTHERWISE** the said Flat called, known, numbered, described and distinguished **TOGETHER WITH** the proportionate right in fixtures, fittings, sewerage, drains, ways, paths, passages, fences, walls, terrace and appurtenances whatsoever to the said Flat and all estate right, title, interest, claims and demands whatsoever of the vendors **TOGETHER WITH** benefits of all deeds, documents of title whatsoever **TO HAVE AND TO HOLD** the said Flat together with undivided proportionate share of the said land comprised in the said premises hereby granted, transfer and conveyed to the use of the purchaser absolutely and forever the vendor as well as the developer both hereby covenant with the purchaser that **NOTWITHSTANDING** any act, deed or thing by the vendors as well as developer executed or knowingly suffer to the contrary the Vendor as well as the developer are now rightfully and absolutely seized and possessed and / or otherwise well and sufficiently entitled to the said Residential Flat together with undivided share of the said land hereby granted , transferred or conveyed to the use of the Purchaser in the manner aforesaid and the Purchaser shall at all times hereafter peaceably and quietly hold possess and enjoy the said Flat with full right to transfer by way of sale, gift ,mortgage ,lease, etc. and to receive the rents and profits thereof without any lawful eviction, interruption. Claim or demand whatsoever from or by the Vendor as well as Developer or

any person or persons lawfully or equitably claiming under them AND THAT the Vendor as well as developer at all times hereafter at the request and cost of the Purchaser do and execute and cause to be done and executed all such acts, deeds and things whatsoever for further and more perfectly assuring the undivided proportionate share in the said land and the said Flat UNTO and to the use of the purchaser forever.

:- "A" SCHEDULE PROPERTY ABOVE REFERRED TO:-

ALL THAT Piece and parcel of Bastu Land measuring an area 0.573 acre or 34 Cottah 10 Chittacks 30 Sq. ft. with existing structure of building namely **"PANCHANAN ENCLAVE"** laying and situated at Mouza - Mahesh, J.L. No. 15 comprised in R.S. Dag No. 3522 under R.S. Khatian No. 7875 corresponding to L.R. Dag No. 10801 under L.R. Khatian No. 7943 being Municipal Holding No. 16 Sital Sarkar Lane within the ambit of Serampore Municipality under P.S. and A.D.S.R - Serampore, Dist. - Hooghly -712202.

The Property is butted and bounded :-

On the North : Plot No. 10762.
 On the South : Other Plot No. 10800.
 On the East : Plot No. 10777
 On the West : Sital Sarkar Lane.

:- "B" SCHEDULE FLAT WHICH IS TO BE SOLD:-

ALL THAT one **self-contained Tiles Flooring** finish Flat with lift bearing **Flat No.**, measuring an area of measuring **Sq. ft.** (**carpet area**) and **covered area** **sq. ft. including 25% super built up area measuring** **sq. ft. (more or less)**, on the **floor** of the building known as **"PANCHANAN ENCLAVE"** together with undivided, proportionate share or interest in the land mentioned in the **"A" Schedule** underneath the said building **TOGETHER WITH** the benefits, rights, and liberties and common user of fittings and fixture of sanitary and plumbing etc. also together with the undivided proportionate share or interest in the common area and facilities and amenities and all sorts of easement right common paths and passages for ingress and egress to and from the said building as well as the said Flat as described in the C schedule hereunder written. Site Plan attached with **RED BORDER** Which will be treated as part and parcel of this deed.

The Flat is butted and bounded by :-

On the North :

On the South :

On the East :

On the West :

**:- THE "C" SCHEDULE BELOW REFERRED TO
(COMMON AREA & FACILITIES):-**

1. Path, passages in the premises other than those reserved by the Owners of their any purpose and those meant or earmarked or intended to be reserved for parking of motors cars or marked by the Owners for use of any Co-Owners.
2. Staircase, lobby, roof and landings.
3. Room and the bathroom for darwan.
4. Electrical installations with main switch and meter and space required therefore.
5. Lift
6. Municipal water supply connection and Deep-tub-well.
7. R.C.C. Overhead water tank and R.C.C. underground water reservoir with distribution pipes therefore connection to different Apartments/Units and from the underground water from Deep-tub-well of the building.
8. Water waste and sewage evacuation pipes from the Apartment / Unites to drain and sewers common to the building.
9. Drains and sewers from the building to the Serampore Municipality drain.
10. Main gate for entrance to the premises.
11. Boundary wall to the premises (if any).
12. 24 hours security services by guards with inter com facility.
13. Such other common areas and facilities as may be made for common purpose.

14. No four wheeler parking in the building premises.
15. That the Purchaser only have common user rights over the top roof of the building, but developer shall have exclusive right over the top roof of building and in that matter the Purchaser shall not raise any objection entire present or in future.

-: THE "D" SCHEDULE BELOW REFFERED TO (COMMON EXPENSES):-

The common areas and facilities continued in the present deed shall include:

- a. The foundations, columns, girders, beam, support, main walls, corridors, roof, stair, parapet and entrance and exit through the main gate of the building and also open space surrounding the building for common use.
- b. Common service as water supply, installing and running of pump electric connections for lighting and cleaning of the common area etc.
- c. The underground water septic tank, Drains, sewerage pump and meter, pipes and in general all apparatus and accessories, installations existing for common use.
- d. Such other common facilities as may be specifically provided for or intended for common use.
- e. Electrical installation, wiring and assembling for lighting of the common paths and electrical wiring from the electrical space, sub-station to the one point, main gate and other places of the building for common enjoyment.

**-: THE SCHEDULE "E" ABOVE REFFERED TO
(Detail of Construction of Building / Flats/Units etc.) :-**

FOUNDATION : RCC raft foundation of G+4 storied building super structure, R.CC. framed structure.

WALLS : 11" thick wall on external face, 6" thick partition wall with cement mortar plaster.

FLOOR: All floor covered with vitrified / marble floor tiles (2'-0" x 2'-0") with 4" high skirting on side walls.

ROOMS : Main & Balcony Door will be provide Sal wood Frame & Gamari Palla & inside Room provide sal frame with commercial flash door window aluminum channel fitting palla with outer grills.

KITCHEN : Granite cooking slab with black stone, water sink/wash basin, exhaust/ chimney fan hole.

TOILET & BATH ROOM: Vitrified tiles / Marble floor, wall 4" high skirting & wall with ceramic tiles up to upper portion of window / 6'-6" ft. WC with cistern and bath shower.

ELECTRIFICATION : Adequate numbers of light and fan points of concealed wiring, switch board flush with walls Acrylic/Bakelite cover.

FACILITIES : Lift ,24 hours water supply line for each flat connected to main distribution line overhead tank to filled up by electric jet pump from underground tank, main gate with grill.

INTERNAL WALL : All internal wall and ceiling will be cement plastered and punned with putty. All doors with amenity fittings and paint with synthetic wooden primer, all window aluminum cannell with glass.

SCHEDULE "H" BELOW REFERRED TO

THE PURCHASER SHALL NOT DO:

1. To obstruct the first party or the association in their acts relating to the common purposes.
2. To violet any of the rules and/or the user of the common Portion.
3. To insure, harm or damage the common portions or any other unit in the building by making any alteration or withdrawing any support or otherwise.
4. To alter any portion, elevation or color scheme of the buildings. To throw or to accumulate or cause to be thrown or accumulation of any dust, ashes, rubbish or the refused articles in the common portions save and except at the place indicated thereof.
5. To place or caused to be placed any articles or object in the common portions.
6. To carry on or cause to be carried on any obnoxious, Injurious, noisy, dangerous, illegal or immoral activity in or through the unit or in the common portion.

7. To use or allow the unit or any part thereof to be used for club any meeting, conference, nursing home, hospital, boarding house, eating place, restaurant, or any other similar public purpose.

8. To put or affix sign board, name plate or other things or other similar articles in the common portion of outside walls of the building and/or outside wall of the unit save and except at the place or places provided thereof or approved in writing by the Vendor, Developer or the association provided that nothing contained in this clause shall prevent the purchaser from displaying a decent nameplate in the outside of the main door of the unit.

9. To obstruct or to object the Vendor, Developer from using or allowing other to use, transferring or making construction of any part of the land composed in the premises and/or the building to save the unit.

10. To obstruct the Vendor, Developer in setting or granting right to any persons on any part of land in the premises and/or in the building (excepting in the unit).

11. To keep or store any offensive combustible obnoxious or dangerous articles in the unit.

12. To allow or to keep any lunatic or any person suffering from any virulent dangerous obnoxious or infectious disease in the unit.

13. The purchaser shall and neither entitled to claim any compensation from the developer nor shall and neither be entitled to claim any compensation from the developer for damage of building due to act of God or force majeure of strikes of any nature or by any court's order or any order of the Government or Semi-Government Authority.

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

SIGNED, SEALED AND DELIVERED

IN PRESENCE OF :-

1.

JOY NATH

SOUNAK CHAKRABORTY

As constituted attorneys of

- 1) SRI. SUBRATA SARKAR, 2) SRI. DEBABRATA SARKAR
3) SRI. PRIYABRATA SARKAR, 4) SRI. SUBHENDU SARKAR
5) SRI. SOMNATH BHARATI, & 6) SRI. BISWANATH BHARATI
7) SMT. ANITA CHOWDHURY

(Owners)

2.

.....

(Purchaser)

JOY NATH

SOUNAK CHAKRABORTY

Partners of ONEX REAL ESTATES

(Developers)

