

DEED OF CONVEYANCE

THIS DEED OF CONVEYANCE is made on this day of
Two Thousand and Twenty Five (2025).

AMONG

(1) **SMT. SUVRA GHOSH** (PAN – AKNPG9148A), wife of Late Goutam Ghosh, by Occupation – Service, (1A) **SMT. DEBASHMITA ROY** (PAN – AXGPG7696B), daughter of Late Goutam Ghosh

and wife of Sudip Roy, by Occupation – Service, both residing at “Gitanjali Apartment”, 1 No. Tarun Sen Pally, Manikpur, P.S. Dum Dum, P.O. Italgacha, Kolkata – 700 079, Dist. North 24-Parganas, (2) **SMT. MUKUL GHOSH (PAN – CPFPG1781L)**, wife of Late Ashim Kumar Ghosh, by Occupation – Housewife, (2A) **SRI ANIMESH GHOSH (PAN – BRUPG6247H)**, SON OF Late Ashim Kumar Ghosh, by Occupation – Self employee, (2B) **SMT. MOUMITA SAHA GHOSH (PAN – CFGPG2226F)**, daughter of Late Ashim Kumar Ghosh and wife of Susanta Saha, by Occupation – Service, No. 2, 2A & 2B, all are residing at Rabindra Pally, Badra Baroaritala, P.O. Italgacha, P.S. Dum Dum, Kolkata - 700 079, Dist. North 24-Parganas, (3) **SRI DIPAK GHOSH (PAN – APHPG5648G)**, son of Late Shiba Prasad Ghosh, by Occupation – Self Employed, residing at Badra Barawaritala 1st Bye Lane, P.O. Italgacha, P.S. Dum Dum, Kolkata - 700 079, Dist. North 24-Parganas, (4) **SRI CHANDAN GHOSH (PAN – COSPG1670J)**, son of Late Shiba Prasad Ghosh, by Occupation – Self Employed, residing at Badra Barawaritala 1st Bye Lane, P.O. Italgacha, P.S. Dum Dum, Kolkata - 700 079, Dist. North 24-Parganas, (5) **SRI MITHUN GHOSH (PAN – AXDPG8267B)**, son of late Shiba Prasad Ghosh, by Occupation – Self Employed, residing at Badra Barawaritala 1st Bye Lane, P.O. Italgacha, P.S. Dum Dum, Kolkata - 700 079, Dist. North 24-Parganas, (6) **SRI SAMBHUNATH GHOSH (PAN – BEZPG2539A)**, son of Late Shiba Prasad Ghosh, by Occupation – Self Employed, residing at Badra Barawaritala 1st Bye Lane, P.O. Italgacha, P.S. Dum Dum, Kolkata - 700 079, Dist. North 24-Parganas, (7) **SRI SUJAY GHOSH (PAN – BDWPG1190F)**, son of Late Shiba Prasad Ghosh, by Occupation – Service, residing at Badra Barawaritala 1st Bye Lane, P.O. Italgacha, P.S. Dum Dum, Kolkata - 700 079, Dist. North 24-Parganas, (8) **SMT. RATNA MAJUMDER (PAN – CEQPM1359J)**, daughter of Late Shiba Prasad Ghosh, by Occupation – Housewife, residing at Badra Ghosh Bagan, P.O. Italgacha, P.S. Dum Dum, Kolkata - 700 079, Dist. North 24-Parganas, (9) **SMT. KALYANI DUTTA (PAN – GUJPD0081B, Aadhaar No. 5832 2392 9898)**, wife of Late Santosh Dutta alias Santosh Kumar Dutta, by Occupation – Housewife, (10) **SRI SHIBA PADA DUTTA (PAN – IMTPD0928K, Aadhaar No. 2565 6537 0562)**, son of Late Santosh Dutta, by Occupation - Business, (11) **SMT. KRISHNA CHAKRABORTY (PAN – BKRPC7803H, Aadhaar No. 5730 2072 2734)**, wife of Sri Mintu Chakraborty and daughter of Late Santosh Dutta alias Santosh Kumar Dutta, by Occupation – Housewife and (12) **SMT. MIRA DUTTA (PAN- CJQPD3256C, Aadhaar No. 4128 1899 2732)**, daughter of Late Santosh Dutta alias Santosh Kumar Dutta, by Occupation – Housewife, all are residing at Sanhati Lane, Badra, P.O. Italgacha, P.S. Dum Dum, Kolkata – 700 079, Dist. North 24-Parganas, That vendor No. 1 – 12 all by faith – Hindu, by Nationality – Indian, hereinafter called and referred to as the “**VENDOR**” (which terms or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his heirs, executors, administrators, legal representatives and assigns) of the **FIRST PART**.

The Vendors is represented by her constituted Attorney - “**JASODA HEIGHTS PRIVATE LIMITED**” (PAN – AAF CJ5561K), a Company incorporated under the Companies Act. 1956, having its registered office at 9 Badra Tinpukur Road, P.O. Italgacha, P.S. Dum Dum, Kolkata – 700 079, Dist. North 24-Parganas, represented by its Directors 1. **SRI MANTU PANDIT (PAN – AWIPP1546Q)**, son of Sri Bano Pandit, 2. **SRI VIMAL PANDIT**, having PAN ESZPP1832E, Aadhaar No. 227118010265 son of Sri Krishna Pandit both by faith – Hindu, by Nationality – Indian, by Occupation - Business, both are residing at 51, P.K. Guha Road, P.O. & P.S. Dum Dum, Kolkata – 700 028, Dist. North 24-Parganas, empowered and authorized by virtue of a Development agreement with Power of Attorney duly registered in the office of the A.D.S.R.O. Cossipore Dum

Dum and recorded in Book No. I, Volume No. 1506-2023, Pages 153647 to 153683, Being No. 05259 for the year 2023. And another recorded in Book No. I, Volume No. 1506-2023, Pages 233055 to 233084, Being No. 08061 for the year 2023 respectively hereinafter jointly referred to as the "**VENDORS/LANDOWNERS**" (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their respective heirs/heirss, executors, administrators, legal representatives and assigns) of the **FIRST PART**.

AND

....., (PAN-, Aadhaar No.), Son/Daughter/wife of, by occupation -, by faith -, by Nationality - Indian, Residing at, Pin -, Dist.-, hereinafter referred to as the "**PURCHASER(S)**" (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his/her/their respective heirs, executors, administrators, representatives and assigns) of the **SECOND PART**.

AND

"JASODA HEIGHTS PRIVATE LIMITED" (PAN - AAFCJ5561K), a Company incorporated under the Companies Act. 1956, having its registered office at 9 Badra Tinpukur Road, P.O. Italgacha, P.S. Dum Dum, Kolkata - 700 079, Dist. North 24-Parganas, represented by its Directors 1. **SRI MANTU PANDIT** (PAN - AWIPP1546Q), son of Sri Bano Pandit, 2. **SRI VIMAL PANDIT**, having PAN **ESZPP1832E**, Aadhaar No. **227118010265** son of Sri Krishna Pandit both by faith - Hindu, by Nationality - Indian, by Occupation - Business, both are residing at 51, P.K. Guha Road, P.O. & P.S. Dum Dum, Kolkata - 700 028, Dist. North 24-Parganas, hereinafter referred to and called as the "**DEVELOPER**" (which terms or expression shall unless excluded by or repugnant to the context be deemed to mean and include its Partners for the time being and the heirs and successors in its Office) of the **THIRD PART**

WHEREAS one Gopal Chandra Pramanik and others was the owner of land measuring 1.30 Decimal at Mouza - Badra, P.S. Dum Dum, District North 24-Parganas, Khatian No. 35 & 112.

AND WHEREAS the said Gopal Chandra Pramanik & others by a registered Deed of Conveyance registered at the office of Sub-Registrar Cossipore Dum Dum and recorded in Book No. I, Volume No. 14, Pages from 45 to 49, Being No. 137 for the year 1958 sold and transferred the land area measuring .50 Decimal to Sri Gour Chandra Saha & others.

AND WHEREAS the said Gopal Chandra Pramanik & Others by a registered Deed of Conveyance registered at the office of Sub-Registrar Cossipore Dum Dum and recorded in Book No. I, Volume No. 12, Pages from 41 to 44, Being No. 138 for the year 1958 sold and transferred the land area measuring .51 Decimal at Mouza - Badra, Khatian No. 112 to Sri Gour Chandra Saha & others.

AND WHEREAS the said Gour Chandra Saha and others was seized and possessed of total land measuring 1.01 Decimal (at Dag No. 441, Khatian No. 35, land area .23 decimal and at Dag No. 444, Khatian No. 112, land area .78 decimal) at Mouza - Badra, P.S. Dum Dum, Dag No. 441 & 444, Khatian No. 35 and 112.

AND WHEREAS the said Gour Chandra Saha and others by a registered deed of Conveyance registered at the office of Sub-Registrar at Cossipore Dum Dum, recorded in Book No. I, Volume

No. 123, Pages from 98 to 102, Being No. 8423 for the year 1964. Sold and transferred the said land to Sri Panchanan Saha.

AND WHEREAS the said Sri Panchanan Saha by a registered Deed of Conveyance dated 15.02.1974 registered at the office of Sub-Registrar at Cossipore Dum Dum, recorded in Book No. I, Pages from 217 to 220, Being No. 1176 for the year 1974 sold and transferred land area measuring 2 Cottahs more or less at Mouza – Badra, Dag No. 444, Khatian No. 112 to Sri Shiba Prasad Ghosh.

AND WHEREAS the said Shib Prasad Ghosh by another registered deed of Conveyance dated 03.01.1976, registered at the office of Sub-Registrar Cossipore Dum Dum and recorded in Book No. I, Volume No. 9, Pages from 1 to 4, Being No. 31 for the year 1976 sold and transferred land area measuring 1 Cottah 9 Chittacks more or less (at Dag No. 441 land area 1 Cottah and at Dag No. 444 land area 9 Chittacks) more or less to Sri Shib Prasad Ghosh.

AND WHEREAS the said Shib Prasad Ghosh mutate his name in the records of Dum Dum Municipality.

AND WHEREAS the said Shib Prasad Ghosh while seized and possessed of total land measuring an area of 3 Cottahs 9 Chittacks be the same a little more or less lying and situated at Mouza – Badra, Dag No. 441 & 444, Khatian No. 35 & 112 and at the time of enjoying the said the said Shib Prasad Ghosh died intestate on 14.11.1989 leaving behind his 7 sons Sri Goutam Ghosh, Sri Ashim Ghosh, Sri Dipak Ghosh, Sri Chandan Ghosh, Sri Mithun Ghosh, Sri Sambhu Nath Ghosh, Sri Sujoy Ghosh and one daughter Smt. Ratna Majumder to inherit the property left by him and his wife Smt. Sova Rani Ghosh (deceased) who died intestate on 27.02.1999.

AND WHEREAS the said Goutam Ghosh died intestate on 25.12.2003 leaving behind his wife Smt. Suvra Ghosh and one daughter Smt. Debashmita Ghosh Roy to inherit the property left by him.

AND WHEREAS the said Ashim Kumar Ghosh died intestate on 18.11.1996 leaving behind him wife Smt. Mukul Ghosh one son Sri Animesh Ghosh and one daughter Smt. Moumita Saha to inherit the property left by him.

AND WHEREAS by way of inheritance the said Smt. Suvra Ghosh, Smt. Debashmita Ghosh Roy, Smt. Mukul Ghosh, Sri Animesh Ghosh, Smt. Moumita Saha, Sri Dipak Ghosh, Sri Chandan Ghosh, Sri Mithun Ghosh, Sri Sambhu Nath Ghosh, Sri Sujoy Ghosh and Smt. Ratna Majumder became the absolute joint Owners of **ALL THAT** piece or parcel of land measuring an area of 3 Cottahs 9 Chittacks more or less together with kancha structure thereon measuring 200 Sq.ft. more or less lying and situated at Mouza – Badra, J.L. No. 9, R.S. No. 74, Touzi No. 1163, comprised in R.S. Dag No. 441 & 444, under R.S. Khatian No. 35 & 112, being Municipal Holding No. 67, Badra Baroaritala Road Bye Lane, Kolkata – 700 079, within the jurisdiction of Dum Dum Police Station within the local limits of Dum Dum Municipality, Ward No. 01, under Additional District Sub-Registration Office at Cossipore Dum Dum in the District of North 24-Parganas, particularly mentioned and described in the First Schedule hereunder written and are now seized and possessed of and / or otherwise well and sufficiently entitled to the said property and enjoying the same peacefully, freely, absolutely and without any interruptions from any corners together with rights to gift and / or transfer or Development Agreement the same to any person or persons as she will think fit and proper.

AND WHEREAS While thus seized and possessed of the aforesaid properties and every part thereof, the owners herein wanted to develop the said property and to construct a Multi storied

Building thereon. The Land Owners therefore, executed a Registered Development Agreement with M/S. JASODA DEVELOPER, a Proprietorship Firm having its registered office at 9/S-3, Tinpukur Badra, P. O. & P. S. Dum Dum, Kolkata - 700 028, Dist. North 24-Parganas represented by its Proprietor namely SRI VIMAL PANDIT, son of Sri Krishna Pandit, by faith - Hindu, by occupation - Business, by Nationality - Indian, residing at 51, P. K. Guha Road, P. O. & P. S. Dum Dum, Kolkata - 700 028, Dist. North 24-Parganas recorded in Book No. I, Volume No. 1506-2021 Pages from 18998 to 19041, being No 150600198 for the year 2021. And A registered Development Power of Attorney was also executed in favour of the Developer on 08.01.2021 recorded in Book No. I, Volume No. 1506-2021, Pages from 18632 to 18678, being No 150600215 for the Year 2021. both the Deed was registered before the A.D.S.R. Office at Cossipore Dum Dum in the District of North 24-Parganas.

AND WHEREAS the said Developer failed to complete the proposed Building as per terms and conditions of the Development Agreement. The Land Owners and the said Developer then amicably decided to revoke the Development Agreement and the Development Power of Attorney. They finally revoked/ Cancelled the Development Agreement on 22.05.2023 being No 150605258 for the Year 2023, Page No: 153628 to 153646 and the Deed of Revocation of the development Power of Attorney on 22.05.2023 being No.150600164 For the year 2023 both the Deed was registered before the A.D.S.R. Office at Cossipore Dum Dum in the District of North 24-Parganas.

AND WHEREAS now the Vendor herein **has** again decided to develop the said property by raising construction of a multi-storied building and **has** searched a reputed Developer who will be taken the responsibility of developing the said property by raising construction of a multi-storied building and on hearing **his** such intention the Developer herein has approached to the Vendor herein that **they** will develop the said property by raising construction of a multi-storied building consisting of flats and garages / car parking space etc. on the said land to which the Vendor **have** agreed to such proposal on the terms and conditions appearing hereunder.

AND WHEREAS with a view to develop the said property by raising construction of a multi-storied building, the Vendor herein entered into a Development agreement with Power of Attorney duly registered in the office of the A.D.S.R.O. Cossipore Dum Dum and recorded in Book No. I, Volume No. 1506-2023, Pages 153647 to 153683, Being No. 05259 for the year 2023 with the Developer herein to construct complete the said building and to sell, convey and transfer the respective units of Developer's Allocation to any intending buyer or buyers on behalf of the Vendor herein.

WHEREAS one Sri Gour Chandra Saha purchased of ALL THAT piece or parcel of land measuring an area of .50 Sataks be the same a little more or less lying and situated at Mouza – Badra, J.L. No. 9, R.S. No. 74, Touzi No. 1163, comprised in Khatian Nos. 35, 112, within the jurisdiction of Dum Dum Police Station in the then District North 24-Parganas from Sri Gopal Chandra Paramanick, by virtue of one Bengali Saf Bikray Kobala duly registered before the Sub-Registrar at Cossipore Dum Dum and recorded in Book No. I, Volume No. 14, Pages 45 to 49, Being No. 137 for the year 1958, against valuable consideration mentioned thereon.

AND WHEREAS by virtue of another Bengali Saf Bikray Kobala duly registered before the Sub-Registrar at Cossipore Dum Dum and recorded in Book No. I, Volume No. 12, Pages 41 to 44, Being No. 138 for the year 1958, the said Sri Gour Chandra Saha further purchased of ALL THAT piece or parcel of land measuring an area of .51 Sataks be the same a little more or less lying and situated at Mouza – Badra, J.L. No. 9, R.S. No. 74, Touzi No. 1163, comprised in Khatian No. 112, within the

jurisdiction of Dum Dum Police Station in the then District North 24-Parganas from the said Sri Gopal Chandra Paramanick, against valuable consideration mentioned thereon.

AND WHEREAS by virtue of the aforesaid two deeds, the said Sri Gour Chandra Saha became the absolute Owner of ALL THAT piece or parcel of land measuring an area of 1.01 Sataks be the same a little more or less, lying and situated at Mouza – Badra, J.L. No. 9, R.S. No. 74, Touzi No. 1163, comprised in Dag No. 441 under Khatian No. 35 (land measuring .23 Sataks) and Dag No. 444 under Khatian No. 112 (land measuring .78 Sataks), within the jurisdiction of Dum Dum Police Station in the then District North 24-Parganas.

AND WHEREAS while enjoying the said property, the said Sri Gour Chandra Saha sold, conveyed and transferred the said property unto and in favour of Sri Panchanan Saha, by virtue of one Bengali Saf Brikay Kobala duly registered before the Sub-Registrar at Cossipore Dum Dum and recorded in Book No. I, Volume No. 123, Pages 98 to 102 Being No. 8423 for the year 1968, against valuable consideration mentioned thereon.

AND WHEREAS by virtue of the aforesaid Deed, the said Sri Panchanan Saha became the absolute Owner of ALL THAT piece or parcel of land measuring an area of 1.01 Sataks be the same a little more or less, lying and situated at Mouza – Badra, J.L. No. 9, R.S. No. 74, Touzi No. 1163, comprised in Dag No. 441 under Khatian No. 35 (land measuring .23 Sataks) and Dag No. 444 under Khatian No. 112 (land measuring .78 Sataks), within the jurisdiction of Dum Dum Police Station in the then District North 24-Parganas and recorded his name to the concern authority and paid Govt. rent and taxes thereon.

AND WHEREAS while enjoying the said property, the said Sri Panchanan Saha sold, conveyed and transferred of ALL THAT piece or parcel of a plot of land measuring an area of 1 Cottahs 8 Chittacks be the same a little more or less out of the aforesaid land measuring 1.01 Sataks, lying and situated at Mouza – Badra, J.L. No. 9, R.S. No. 74, Touzi No. 1163, comprised in Dag No. 444 under Khatian No. 112 within the jurisdiction of Dum Dum Police Station in the then District North 24-Parganas unto and in favour of Sri Santosh Kumar Dutta, by virtue of one Bengali Saf Bikray Kobala dated 15.02.1974, duly registered before the Sub-Registrar at Cossipore Dum Dum and recorded in Book No. I, Volume No. 22, Pages 221 to 224, Being No 1177 for the year 1974, against valuable consideration mentioned thereon.

AND WHEREAS after purchase the said property, the said Sri Santosh Kumar Dutta mutated his name to the concern Dum Dum Municipality and obtain a Holding No. 70, Badra Baroaritala Road Bye Lane, Kolkata – 700 079 under Ward No. 01 and paid relevant taxes regularly and also constructed a structure thereon at his own costs and expenses.

AND WHEREAS while enjoying the said property the said Santosh Kumar Dutta died intestate on 15.08.2006 leaving behind his surviving wife Smt. Kalyani Dutta, one son Sri Shiba Pada Dutta and two married daughter namely Smt. Krishna Chakraborty and Smt. Mira Dutta as his only legal heirs and successors to his estate and accordingly after the demise of said Santosh Kumar Dutta his aforesaid legal heirs and successors became the joint Owners of the aforesaid property as per Hindu Succession Act. 1956.

AND WHEREAS in that circumstances, the Owners herein became the joint Owners of **ALL THAT** piece or parcel of a plot of bastu land measuring an area of 1 (One) Cottah 8 (Eight) Chittacks be

the same a little more or less together with 100 Sq.ft. tile shed structure thereon, lying and situated at Mouza – Badra, J.L. No. 9, R.S. No. 74, Touzi No. 1163, comprised in R.S. Dag No. 444 under R.S. Khatian No. 112, being Municipal Holding No. 70, Badra Baroaritala Road Bye Lane, Kolkata – 700 079, within the jurisdiction of Dum Dum Police Station, within the local limits of Dum Dum Municipality, under Additional District Sub-Registration Office at Cossipore Dum Dum in the District of North 24-Parganas and are now seized and possessed of and / or otherwise well and sufficiently entitled to the said property and enjoying the same peacefully, freely, absolutely and without any interruptions from any corners together with right to sell, convey, gift and transfer the same as they shall think fit and proper.

AND WHEREAS now the Owners herein have decided to develop the said property and have searched a reputed Developer who will be taken the responsibility of developing the said property and on hearing **their** such intention the Developer herein has approached to the Owners herein that they will develop the said property by raising construction of a **multi** storied building consisting of flats, garage and shops on the said land to which the Owners has agreed to such proposal on the terms and conditions appearing hereunder.

AND WHEREAS with a view to develop the said property by raising construction of a multi-storied building, the Vendor herein entered into a Development agreement with Power of Attorney duly registered in the office of the A.D.S.R.O. Cossipore Dum Dum and recorded in Book No. I, Volume No. 1506-2023, Pages 233055 to 233084, Being No. 08061 for the year 2023 with the Developer herein to construct complete the said building and to sell, convey and transfer the respective units of Developer's Allocation to any intending buyer or buyers on behalf of the Vendor herein.

AND WHEREAS with a view to develop the said property by raising construction of **multi** storied building, the Vendors herein amalgamated the said two Holdings and converted the same into a single Holding from the concerned Dum Dum Municipality and obtained Amalgamated Holding No. 67, Badra Baroaritala Road Bye Lane, Kolkata – 700 079, and accordingly the said two properties became into a one plot measuring **5 (Five) Cottahs 1 (One) Chittack** be the same a little more or less, lying and situated at Mouza – Badra, J.L. No. 9, R.S. No. 74, Touzi No. 1163, comprised in R.S. Dag No. 441 & 444, under R.S. Khatian No. 35 & 112, being Municipal Holding No. 67, 70, amalgamated Holding No. 67, Badra Baroaritala Road Bye Lane, Kolkata – 700 079, within the jurisdiction of Dum Dum Police Station within the local limits of Dum Dum Municipality, Ward No. 01, under Additional District Sub-Registration Office at Cossipore Dum Dum in the District of North 24-Parganas, which is morefully and particularly described in the First Schedule hereunder written and are now seized and possessed of and / or otherwise well and sufficiently entitled to the said property and enjoying the same peacefully, freely, absolutely and without any interruptions from any corners together with right to sell, convey and transfer the same to any intending buyer or buyers at any consideration or under any terms and conditions as the Vendors herein shall think fit and proper.

AND WHEREAS in terms of said Development Agreement with Power of Attorney the Developer herein obtained a Building Sanctioned Plan vide No. **OBPAS/2110/2024/0126** dated **24.01.2025** from the concerned Dum Dum Municipality and started constructional work on the aforesaid property which is now completed with all respect.

AND WHEREAS the Purchaser having interested to purchase a self-contained residential flat in the said building duly inspected all the relevant title deeds, documents of the said Owners, the Developer's authority and right therein, the sanctioned building plan, structural plan and also areas, dimensions, measurements, specifications and other details whatsoever concerning the said property/ building and the flat and has satisfied themselves with regard thereto;

AND WHEREAS the Purchasers approached the Developer and agreed to purchase from the Developer's allocation a **Flat** Being Flat No., measuring a carpet area of sq. ft. be the same a little more or less & havingsq. ft balcony on the Facing on the Floor comprising of bed rooms, dining/drawing, one kitchen, toilets & balconies of the G Plus Three storied (herein after referred to as the said 8 Flat) fully mentioned in the SECOND SCHEDULE hereunder written and hereinafter referred to as the said flat along with undivided proportionate impartible share or interest in the land underneath the said building together with all easement rights over all the common parts and portions in the said building fully mentioned in the THIRD SCHEDULE hereunder written at or for the price of Rs.-/- (**Rupees**) only.

NOW THIS INDENTURE WITNESSETH that in the premises aforesaid and in consideration of the said sum of Rs.-/- (**Rupees**) only, well and truly paid by the Purchasers to the Developer on or before the execution of these presents (the receipt whereof the Developer do hereby admit and acknowledge) and of and from the payment of the said amount and every part thereof the Owners and the Developer do hereby absolutely and indefeasibly grant sell convey transfer assign and assure unto and in favour of the Purchasers the said **Flat** Being Flat No., measuring a carpet area of sq. ft. be the same a little more or less & havingsq. ft balcony on the Facing on the Floor comprising of bed rooms, dining/drawing, one kitchen, toilets & balconies of the G Plus Three storied fully mentioned in the SECOND SCHEDULE hereunder written together with ALL THAT the impartible and undivided proportionate share or interest in the land comprised in the said premises appertaining to Mouza - Badra, J.L. No. 9, R.S. No. 74, Touzi No. 1163, comprised in R.S. Dag No. 441 & 444, under R.S. Khatian No. 35 & 112, being Municipal Holding No. 67,70, amalgamated holding No. 67, Badra Baroaritala Road Bye Lane, Kolkata – 700 079, within the jurisdiction of Dum Dum Police Station within the local limits of Dum Dum Municipality, Ward No. 01, under Additional District Sub-Registration Office at Cossipore Dum Dum in the District of North 24-Parganas fully and particularly described in the FIRST SCHEDULE hereunder written TOGETHER WITH the flat with all fittings, fixtures, easements, rights, privileges along with the right to use and enjoy the common areas and installations fully mentioned in the THIRD, SCHEDULE hereunder written in common with the co-owners of the building AND the reversion or reversions remainder or remainders and the rents issues and profits of and in connection with the said flat all the estate right title interest property claim and demand whatsoever on the Owners/Developer out of or upon the said share in the said premises and the said flat and all other benefits and rights herein comprised and hereby granted sold conveyed and transferred or expressed or intended so to be and every part thereof respectively TOGETHER WITH their and every of their respective rights liberties and appurtenances whatsoever to and unto the Purchasers AND TOGETHER WITH all easements or quasi easements and other stipulations and provisions in connection with the 9 beneficial use and enjoyment of the said flat belonging to the Purchasers TO HAVE AND TO HOLD the said share in the said premises and the

said flat and the other benefits and rights hereby granted sold conveyed and transferred and every part or parts unto the Purchasers absolutely and forever free from all encumbrances and attachments whatsoever (save those as are expressly mentioned herein) AND observance fulfillment and performance of the restrictions terms and conditions covenants and obligations AND the Owners and the Developer shall have no liability and/or right whatsoever on the said flat described in the "Second Schedule" hereunder written after the date of execution of this Deed of Conveyance AND it shall be lawful for the Purchasers from time to time and at all times hereafter to peaceably and quietly hold use possesses and enjoy the said flat and the share in the said premises and to receive the rents issues and profits thereof without any interruption hindrance claim or disturbance through under or in trust for the Owner or the Developer AND further the Owner and the Developer and all other person or persons having or lawfully equitably claiming any estate, right, title or interest whatsoever in the said flat and proportionate share in the said land from through under or in trust for the Owner and the Developer shall and will from time to time and at all times hereafter upon every reasonable request and at the costs and expenses of the said Purchasers do make acknowledge and execute or cause to be done made 'acknowledge and executed all such further and other acts, deeds, and assurances whatsoever for further better and more perfectly assuring the said proportionate undivided share in the said land and the said flat here by sold granted, transferred, conveyed, assigned and assured and every part thereof unto and to the use of the Purchasers shall or may be reasonably required.

THIS INDENTURE FURTHER WITNESSETH as follows: -

i) **PREMISES** shall mean the bastu land measuring an area of 5 (Five) Cottahs 1 (One) Chittack more or less together with tile shed structure thereon measuring 300 Sq.ft. more or less lying and situated at Mouza - Badra, J.L. No. 9, R.S. No. 74, Touzi No. 1163, comprised in R.S. Dag No. 441 & 444, under R.S. Khatian No. 35 & 112, being Municipal Holding No. 67,70, amalgamated holding No. 67, Badra Baroaritala Road Bye Lane, Kolkata – 700 079, within the jurisdiction of Dum Dum Police Station within the local limits of Dum Dum Municipality, Ward No. 01, under Additional District Sub-Registration Office at Cossipore Dum Dum in the District of North 24-Parganas fully mentioned in the FIRST SCHEDULE PART hereunder written and wherever the context so permits or intends shall also include the building thereon.

ii) **SAID SHARE** of the said premises shall mean an undivided impartible proportionate share in the land comprised in the said premises attributable to the said flat and described in the Second Schedule hereunder written.

iii) **BUILDING** shall mean and include the building constructed by the Developer on the said premises.

iv) **CO-OWNER** shall according to its context mean ail the persons who have acquired and who may hereafter acquire or own Rats in the said premises.

v) **COMMON** areas and installations shall mean and include the staircase landings, lobby, passage, terrace, pathways, installation at the premises as mentioned in the Third Schedule hereunder written and expressed or intended for common use and enjoyment of the co-owners.

vi) **COMMON EXPENSES** shall mean and include the purpose of maintaining the premises in particular the common area and installations, collection and disbursement of the common expenses and dealing with the matters of common interest of the co-owners and matters relating to the most beneficial use and enjoyment of their respective units exclusively as mentioned in the Fourth Schedule hereunder written and the said expenses to be paid proportionately along with other co-owners of the premises.

vii) **SAID UNIT** shall mean the said complete flat and/or other spaces as mentioned and described in the Second Schedule hereunder written and undivided proportionate share in the common areas and installations in the premises.

viii) **ASSOCIATION** shall mean any association, syndicate, committee or society of all the co-owners that may be formed for the purpose of management, maintenance and administration of the common purpose.

ix) **SINGULAR** number shall mean and include the plural number and vice versa.

x) **MASCULINE** gender shall mean and include the feminine gender and vice versa.

THE PURCHASERS DO TH HEREBY COVENANT WITH THE OWNERS AND THE DEVELOPER as follows:-

1. The Purchasers binds themselves to pay regularly and punctually all Municipal rates and taxes and other outgoings and impositions (including Urban Land Tax or any other taxes that may be imposed etc.) in respect of the said flat wholly and in respect of the building and the premises proportionately and the liability of the Purchasers for payment of the same shall accrue with effect from the date of registration of this deed of conveyance.
2. The Purchasers agrees to specific conditions and covenant running with the land that the (and of the said property shall be always indivisible and impartible and the Purchaser shall be owning only undivided proportionate shares in the same and the Purchasers shall not claim any division or partition or separation thereof.
3. The Purchasers shall pay and meet all the charges for electricity and other utilities/services Municipal rates or taxes relating to the flat wholly upon mutation. Beside the above the Purchasers shall proportionately pay the association the cost of maintenance and management of common service & facilities as mentioned in the Fourth Schedule hereunder written.
4. The Purchasers shall not for any reason whatsoever obstruct the Developer in completing and/or carrying out the present and future construction of the building nor shall obstruct the Developer and/or the Owners in their transferring Owners' Allocation or Developer's residual allocation of the said building/premises to any other person or persons.
5. The Purchasers shall have the right to obtain all necessary connection and/or lines amenities for the use and enjoyment of the said flat hereby purchased.
6. The Purchasers, their employees, the visitors and agents shall have the right of ingress in and egress out of the said flat and passage leading to the said flat and/or the road.

7. The Purchasers, their servant and/or agents shall not in any way use, obstruct or cause to be obstructed the common passage Sanding areas roofs or staircases of the premises nor store therein any rubbish or other materials goods or furniture nor shall do or cause to be done or allow any act deed matter or thing whereby the use and enjoyment of the common parts the common amenities and the common convenience of the said building be in any way prejudicially affected or vitiated.

8. That upon registration the Purchasers shall have right to mutate their name as owners of the said flat in the records of the Dum Dum Municipality and/or have the said Rat separately numbered and assessed for taxes and the Vendor/Developer shall whenever required by the Purchasers give their consent or approval in writing for the purpose of such mutation and separate assessment.

9. The Purchasers shall keep the said flat and other partition walls, and entrance and exits of the said flat exclusively serving the said flat in good condition.

10. The Purchasers shall observe and perform all rules regulations and restrictions from time to time in force for the use and management of the building and in particular the common areas and installations.

11. That the Purchasers on purchasing the flat shall be entitled to sale, mortgage, lease, or otherwise alienate the said flat subject to the terms and conditions contained herein without the consent of the

other co-owners of the said premises who may have acquired before and who may hereafter acquire any right, title or interest similar to the Purchasers. It is also agreed that the Purchasers shall acquire full right, title and interest in the said flat hereby sold to him/them on the basis of registration of the sale deed of the said flat.

12. As long as the said flat in the said building is not separately assessed for municipal taxes and other charges, the Purchasers shall pay proportionate share of municipal taxes and other statutory taxes as assessed on the whole building to the Developer and on its formation to the Association as mentioned above. Once the said flat is separately assessed the Purchasers shall be liable directly to the authority/department concerned for such payment of rates and taxes.

13. That the Purchasers shall have the right of half of the depth of the ceiling above, the pillars and the joints and the common partition wall demarcation their flat from the adjacent garage/flat and full ownership of other walls, shutter and ail fittings and shall be entitled to repair and maintain the same but he/she/they- shall not be entitled to damage or open door or window on common wall encroaching the privacy of the adjoining garage/flat owners. The Purchasers shall have no right of demolishing their fiat nor seek partition of the common area and facilities,

14. The Purchasers shad allow the Developer/Association and its workmen to enter into the said flat for carrying out the works required for the common purpose on receipt of prior notice in this regard.

15. The Purchasers shall not store in the said flat any goods, which are of hazardous obnoxious combustible or dangerous in nature or are so heavy as to damage the construction or structure of the building in which the said flat is situated or storing of which is unlawful. In case any damage is caused to the building / flat due to negligence or default of the Purchasers, the Purchasers shall be liable for the consequences of the breach for any such default.

16. The Purchasers shall not demolish or cause to be demolished the flat or any part thereof, nor at any time make or cause to be made any addition or alteration of whatsoever nature in or to the flat or any part thereof or to the building nor any alteration in the elevation and outside color scheme of the building/flat and shall not change or in any other manner damage columns, beams, walls, slabs or R.C.C. or other structural foundation in the flat or any portion of the building causing danger to the building. The Purchasers shall however be allowed to repair and change the shutter of the flat when the same become old and broken and can also fix personal service amenities etc. in their flat without disturbing the co-owners.

17. In using the said flat and the common areas and installations of the said building and the premises, neither the Purchasers nor any member of the family of the Purchasers shall do the following act;

(i) Make any unnecessary noise;

(ii) Leave any litter other than in a place provided for the purpose;

(iii) Leave or cause to be left any article or thing where they may or are likely to obstruct the free use of other parts of the building by others.

18. The Purchasers shall sign all papers and documents and do all other acts, deeds, things as the Developer/ Association may lawfully require there to do from time to time for safeguarding the said building and the interest of other co-owners.

19. The Purchasers shall co-operate for formation of the association and bear and pay the proportionate costs and expenses for formation of the Association.

- THE FIRST SCHEDULE ABOVE REFERRED TO -

ALL THAT piece and parcel of a plot of land measuring an area of **5 (Five) Cottahs 1 (One) Chittack** more or less together with G+iii storied building standing thereon more or less lying and situated at Mouza - **Badra**, J.L. No. 9, R.S. No. 74, Touzi No. 1163, comprised in **R.S. Dag No. 441 & 444**, under **R.S. Khatian No. 35 & 112**, being Municipal Holding No. 67,70, amalgamated Holding No. 67, **Badra Baroaritala Road Bye Lane**, Kolkata – 700 079, within the jurisdiction of Dum Dum Police Station within the local limits of Dum Dum Municipality, Ward No. 01, under Additional District Sub-Registration Office at Cossipore Dum Dum in the District of North 24-Parganas which is butted and bounded as follows :-

<u>ON THE NORTH</u>	:	By 6 ft. wide common passage.
<u>ON THE SOUTH</u>	:	By Dag No. 442.
<u>ON THE EAST</u>	:	By 10' ft. wide common passage & Baroaritala Road Bye Lane.
<u>ON THE WEST</u>	:	By others property.

THE SECOND SCHEDULE ABOVE REFERRED TO

ALL THAT piece and parcel of a self-contained residential Flat Being Flat No. measuring a carpet area of sq. ft. be the same a little more or less (.....sq.ft. covered area) & havingsq.ft balcony on the Facing on the Floor comprising of of

the G + Three storied building being 67, Badra Baroaritala Road Bye Lane, Kolkata – 700 079, under Dum Dum Municipality, Ward No. 01, P.S. Dum Dum, District North 24 Parganas together with the undivided proportionate share, right, title, interest, possession of the said land underneath along with undivided proportionate share and right of all common facilities and common amenities belonging to the said building as well as belonging to the said Premises including all easement rights and all rights of ingress and egress, at the said schedule property of the said building Including roof right hereby agreed to sell and transfer by the Owners/Developer to the Purchaser.

THE THIRD SCHEDULE ABOVE REFERRED TO:
(Common rights and facilities)

1. The said land described in the First Schedule hereinabove written.
2. The foundation, columns, beams, supports main walls, stair, stairways, lift and entrances and exits of the building.
3. Concealed electrical wiring and fittings and fixtures for lighting in the staircase, common passage and other common areas in the building and the said land.
4. Drains and sewers from the building to the Municipal ducts.
5. Staircase lift and lobbies.
6. Water Pump and meter together with the space required therefore, deep tube well, overhead tank and distribution pipes from the tank to different units and from deep tube well to the overhead tank.
7. Water and evacuation pipes from the units to drains and sewers common to the building.
8. Boundary walls and main gate of the said land.
9. Lift
10. Roof Right for all purposes, Cost of maintenance of common service & facilities.

THE FOURTH SCHEDULE ABOVE REFERRED TO:

1. Cost of maintenance, repairing, re-decorating etc. of the main structure and in particular the gutters, fresh and rain water-pipe drains, sewers, overhead/ underground water storage tanks, septic tank and electric wires, motors, generators, lift and other appliances and passages in or under or upon the building and enjoyed or used by the Purchasers in common with the other occupiers of the flats and the main entrance, passages landings, staircases of the building enjoyed by the Purchasers or used by them in common as aforesaid.
2. Cost of cleaning and lighting the passages, landing, staircase, lift and other parts of the building as enjoyed or used by the Purchasers in common as aforesaid.
3. Cost of working and maintenance of light and service charges.
4. Cost of maintenance and decorating the exterior of the building.
5. Municipal rates and taxes save those separately assessed.
6. Premium for insurance of the building, if any.
7. Cost of charges of establishment for maintenance of the building and the salaries of all persons employed for the same.

8. All legal expenses appertaining to the maintenances and protection 19 of the said building and disputes regarding claims and/or demands from Municipality and/or local authorities.
9. All charges for maintaining the office for common purposes.

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

SIGNED, SEALED AND DELIVERED

By the parties at Kolkata

In presence of : -

1.

As Constituted Attorney of : -

Smt. Suvra Ghosh, Smt. Debashmita Roy, Smt. Mukul Ghosh, Sri Animesh Ghosh, Smt. Moumitasaha Ghosh, Sri Dipak Ghosh, Sri Chandan Ghosh, Sri Mithun Ghosh, Sri Sambhunath Ghosh, Sri Sujay Ghosh, Smt. Ratna Majumder, Smt. Kalyani Dutta, Sri Shiba Pada Dutta, Smt. Krishna Chakraborty, Smt. Mira Dutta,

SIGNATURE OF THE VENDORS

2.

SIGNATURE OF THE PURCHASER(S)

SIGNATURE OF THE DEVELOPER

MEMO OF CONSIDERATION

RECEIVED with thanks from the abovementioned Purchaser a sum of Rs./- (Rupees) only, towards the total consideration of the Flat together with

proportionate undivided interest or share of the land mentioned in the Second Schedule hereinbefore as per Memo given below :-

MEMO

Date.	Cheque/Cash	Bank/ Branch.	Amount(Rs.)

(Rupees.....) only.

WITNESSES:-

1.

2.

SIGNATURE OF THE DEVELOPER