

DEED OF CONVEYANCE

THIS DEED OF CONVEYANCE is made this the day of 2025

(Two Thousand Twenty Five) in Christian Era.

B E T W E E N

[1] SMT. REETA MITRA, [PAN AQHPM2446H], AADHAAR CARD NO. 3430 4663 2396, W/o. Late Asit Kumar Mitra @ Asit Mitra, by occupation - Housewife, **[2] SMT. JHUMNI MITRA, [PAN BSXPM6129C], AADHAAR CARD NO 7161 6980 9779,** D/o. Late Asit Kumar Mitra @ Asit Mitra, by occupation - Service, **[3] SRI BINIT MITRA [PAN BSXPM6131J], AADHAAR CARD NO. 3647 5807 5584,** S/o. Late Asit Kumar Mitra @ Asit Mitra, by occupation -Self employed, all are by faith- Hindu, all are by Nationality - Indian, all are residing at 280 & 281 Ramkrishna Road, Now known as Dr. B.C. Roy Sarani, P.O. & P.S. New Barrackpore, District North 24 Parganas, Kolkata - 700 131, under the State West Bengal within the territory of India.

Represented by their lawfull true and constituted attorney **(4) Sri Rudradeep Saha Roy (PAN AYLPR4222J), AADHAAR CARD NO. 7505 8337 5011,** S/o. Krishna Gopal Saha Roy, residing at 'Jogendra Apartment, 312 Vivekananda Road, P.O. & P.S. New Barrackpore, District North 24 Parganas, Kolkata - 700 131, by occupation- Business, **(5) Sri Tanay Ghosh Chowdhury (PAN ARQPG5599M), AADHAAR CARD NO. 6073 1141 6908,** S/o. Late Hemlal Ghosh Chowdhury, by occupation- Business, residing at 245, S.N. Banerjee Road, P.O. & P.S. New Barrackpore, District North 24 Parganas, Kolkata - 700 131, both are by faith- Hindu, both by Nationality - Indian are the partners of **M/S. ASHLEY DEVELOPER [PAN ABZFA6253H]** a partnership firm having its office at Jogendra Apartment', 312 Vivekananda Road, P.O. & P.S. New Barrackpore, District North 24 Parganas, Kolkata - 700 131, by virtue of registered power of attorney which was registered in the A.D.S.R.O. Sodepur, North 24 parganas, recorded in Book no. I. Volume No. ~~1524-2023~~, Pages from ~~46725~~ to ~~46754~~, being no. ~~152400769~~ for the year 20~~23~~ as well as the owner/vendor hereinafter referred to as **OWNERS** (which term or expression shall unless excluded by or repugnant to the context be deem to mean and include his/her/their legal heirs, representatives and assigns) of the **FIRST PART.**

AND

M/S. ASHLEY DEVELOPER [PAN ABZFA6253H] a partnership firm having its office at Jogendra Apartment', 312 Vivekananda Road, P.O. & P.S. New Barrackpore, District North 24 Parganas, Kolkata - 700 131, represented by its partners **(1) Sri Rudradeep Saha Roy (PAN AYLPR4222J), AADHAAR CARD NO. 7505 8337 5011,** S/o. Krishna Gopal Saha Roy, residing at 'Jogendra Apartment, 312 Vivekananda Road, P.O. & P.S. New Barrackpore, District North 24 Parganas, Kolkata - 700 131, by occupation- Business, **(2) Sri Tanay Ghosh Chowdhury (PAN ARQPG5599M), AADHAAR CARD NO. 6073 1141 6908,** S/o. Late Hemlal Ghosh Chowdhury, by occupation- Business, residing at 245, S.N. Banerjee Road, P.O. & P.S. New Barrackpore, District North 24 Parganas, Kolkata - 700 131, both are by faith- Hindu, both by Nationality - Indian, hereinafter called and referred to as the **DEVELOPER** (Which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include his/her/their legal heirs, executors, administrators, successor, legal representatives and/or assigns) of the **SECOND PART.**

AND

..... **[PAN (NAME OF THE PURCHASES AND PARTICULARS)**

WHEREAS one Late Trailokya Nath Mitra @ Late Trailakhya Nath Mitra, was the absolute owner over the Home stated land, measuring about 8¼ satak equivalent to 05 (five) Kathas more or less, in connection of Malek Khatian No. 253, Adhin Khatian No. 253, Dag No.- 272, Re-Su No.- 96, Touzi No.- 204, J.L. No.- 34, under Mouza- Masunda, together with all easement rights thereon under present police station New Barrackpore, A.D.S.R.O. Sodepur, District North 24 Parganas, Kolkata- 700131, by virtue of one registered deed of

sale, which was registered in the A.D.R. at Barasat, North 24 Parganas, recorded in Book No.- 1, Volume No.- 21, pages from 138 to 140, being No.- 1098 on 16.09.1970. Which was executed by Haripada Biswas who was the Chairman of New Barrackpore Co-operative Homes Limited and after purchased the said land, Late Trailokya Nath Mitra @ Late Trailakhya Nath Mitra, enjoyed the same by mutated his name within the local limits of New Barrackpore Municipality under Ward No. 9 (old) 5 (new), Holding No.- 280, Ramkrishna Road now known as Dr. B.C. Roy Sarani and also recorded his name in the Govt. sarestha and paid the all rents and taxes to the proper authority concern.

AND WHEREAS one Kamala Bala Mitra wife of Late Trailokya Nath Mitra @ Late Trailakhya Nath Mitra, also the absolute owner over the Home stated land, measuring about 8¼ satak equivalent to 05 (five) Kathas more or less, in connection of Malek Khatian No. 253, Adhin Khatian No. 253, Dag No.- 272, Re-Su No.- 96, Touzi No.- 204, J.L. No.- 34, under Mouza- Masunda, together with all easement rights thereon under present police station New Barrackpore, A.D.S.R.O. Sodepur, District North 24 Parganas, Kolkata-700131, by virtue of one registered deed of sale, which was registered in the A.D.R. at Barasat, North 24 Parganas, recorded in Book No.- 1, Volume No.- 21, pages from 147 to 149, being No.- 1101 on 16.09.1970. Which was executed by Haripada Biswas who was the Chairman of New Barrackpore Co-operative Homes Limited and after purchased the said land, Kamala Bala Mitra enjoyed the same by mutated her name within the local limits of New Barrackpore Municipality under Ward No. 9 (old) 5 (new), Holding No.- 281, Ramkrishna Road now known as Dr. B.C. Roy Sarani and also recorded her name in the Govt. sarestha, under L.R. Khatian No.- 409, L.R Dag No.- 2154 (in respect of land measuring about 01 decimal) and L.R Dag No.- 2156 (in respect of land measuring about 08 decimal) and paid the all rents and taxes to the proper authority concern.

AND WHEREAS according to aforesaid manner said two lands are adjacent and both of said Late Trailokya Nath Mitra @ Late Trailakhya Nath Mitra, and Kamala Bala Mitra are the owners of Home stated land, measuring about 16½ satak equivalent to 10 (ten) Kathas more or less, out of this 05 kathas land under in connection of Malek Khatian No. 253, Adhin Khatian No. 253, corresponding to L.R. Khatian No. 203/1, 293, 759 & 1635, under Dag No.- 272 corresponding to L.R. Dag No. 2155 and the land measuring about 05 kathas more or less in connection of Malek Khatian No. 253, Adhin Khatian No. 253, corresponding to L.R. Khatian No.- 409, L.R Dag No.- 2154 (in respect of land measuring about 01 decimal in the name of Kamala Bala Mitra) and L.R Dag No.- 2156 (in respect of land measuring about 08 decimal in the name of Kamala Bala Mitra) Re-Su No.- 96, Touzi No.- 204, J.L. No.- 34, under Mouza- Masunda, together with all easement rights thereon under present police station New Barrackpore, A.D.S.R.O. Sodepur, District North 24 Parganas, Kolkata- 700131, within the local limits of New Barrackpore Municipality under Ward No. 9 (old) 5 (new), Holding No.- 280 & 281, Ramkrishna Road now known as Dr. B.C. Roy Sarani. Which is described in the First schedule written hereunder.

AND WHEREAS Late Trailokya Nath Mitra @ Late Trailakhya Nath Mitra died on 22.01.1982 and Kamala Bala Mitra died on 17.04.1997 leaving behind their four daughter namely Tripti Ghosh, Shila Ghosh, Gita Das and Pratima Dhar and one son Asit Kumar Mitra @ Asit Mitra as legal heirs and successors. Accordingly all of them became the absolute owners over the aforesaid land and property by way of inheritance and all are get 1/5th share of land i.e. 02 Kathas land equally each according to Hindu succession Act.

AND WHEREAS one daughter Shila Ghosh died on 21.10.2003 and her husband Bimalendu Ghosh also died prior her death leaving behind their one son namely Ujjal Ghosh and two daughter namely Ruma Basu and KumKum Naha. They also became the

joint owners over the undivided 1/5th share of land i.e. 02 Kathas land left by Shila Ghosh by way of inheritance according to Hindu succession Act.

AND WHEREAS another daughter Gita Das died on 24.05.2015 and her husband Juran Chandra Das also died prior her death leaving behind their one son namely Prasenjit Das and two daughter namely Jayeeta Bose and Jhumur Talukdar. They also became the joint owners over the undivided 1/5th share of land i.e. 02 Kathas land left by Gita Das by way of inheritance according to Hindu succession Act.

AND WHEREAS another daughter Pratima Dhar died on 26.06.2016 leaving behind her husband namely Shiv Shankar Dhar two son namely Sandeep Kumar and Sudeep Kumar. They also became the joint owners over the undivided 1/5th share of land i.e. 02 Kathas land left by Pratima Dhar by way of inheritance according to Hindu succession Act., and the aforesaid legal heirs all ready been transferred their undivided 1/5th share of land i.e. 02 kathas more or less in favour of partners namely **Rudradeep Saha Roy no. 1** and **Tanay Ghosh Chowdhury no. 2** of the developers herein by virtue of one registered deed of sale, being no. 9177 for the year 2022.

AND WHEREAS Tripti Ghosh, Ujjal Ghosh, Ruma Basu, Kumkum Naha, Prosenjit Das, Jayeeta Bose and Jhumur Talukdar i.e. co-shereas of the aforesaid land all ready been transferred their share of land measuring an area 10 decimal equivalent to 06 Kathas more or less in favour of the partners namely **Rudradeep Saha Roy no. 1** and **Tanay Ghosh Chowdhury no. 2** of the developers herein by the strength of one deed of conveyance being No. 1793 for the year 2023.

AND WHEREAS rest of the land measuring about 02 kathas more or less, which is left by one son Asit Kumar Mitra @ Asit Mitra died on 22.03.2007 leaving behind his wife namely Reeta Mitra one son namely Binit Mitra and one daughter namely Jhumni Mitra.

They also became the joint owners over the undivided 1/5th share of land i.e. 02 Kathas land more or less by way of inheritance according to Hindu succession Act.

AND WHEREAS according to aforesaid manner, the developer as well vendors/ owners namely **Rudradeep Saha Roy no. 4** and **Tanay Ghosh Chowdhury no. 5** herein are the owners of the undivided share of land measuring about 08 kathas more or less out of 10 kathas more or less and the present owners no. 1 to 3 namely Reeta Mitra, Binit Mitra and Jhumni Mitra are the joint owners of undivided share of land measuring about 02 kathas more or less. Accordingly the present owners no. 1 to 3 herein are the absolute owners and also enjoying, possessing over the said land measuring about 02 kathas more or less with the developer as well as owner namely **Rudradeep Saha Roy no. 4** and **Tanay Ghosh Chowdhury no. 5** of the developers herein jointly by paying all rents and taxes to the authority concern and have every right, title and interest thereon without any interruption.

AND WHEREAS since possessed the Owner/Owners herein jointly decided to develop the said landed property with the developer as well as owner herein by erecting multi-storied and/or G+4 storied building consisting of different self-content individual residential Flats, Shops, Garages and/or Spaces over and above of the said landed property duly demolished the existing structure and with a view to effectuate that all of the Owner/ Owners started to take proper steps with regard to but due to lack of technical conception about the construction as well as insufficient time and/or other hazards all of the vendor/ Owners no. 1 to 3 approached to the developer as well as owner of the second part herein with a view to effectuate said multi storied building by developing the said landed property at developer's own cost and expenses and considering such approach the developer as

well as owner herein accepted the proposal to that effect one development agreement has been executed and registered between the owners no. 1 to 3 and owners no. 4 and 5 as well as developer and that also registered in the A.D.S.R.O Sodepur North 24 parganas recorded in Book no. 1, Volume no. ¹⁴⁹⁶⁹⁴1524-2023, Pages from ... to ¹⁴⁹⁷⁴³..., being no. ¹⁵²¹⁰³¹⁷⁹152103179 for year 20..²³..... and also executed and registered one development power of attorney by the owners no. 1 to 3 in favour of owners no. 4 and 5 as well as developer and that also registered in the A.D.S.R.O Sodepur North 24 parganas recorded in Book no. 1, Volume no. ¹⁴⁵²⁴⁹1524-2023, Pages from ... to ¹⁴⁵²⁷⁶..., being no. ¹⁵²⁴⁰⁴¹¹⁴152404114 for year 20..²³..... with certain term and conditions stated therein.

AND WHEREAS the Vendors/Owners have signed and submitted Plan for constructing a Multistoried (Residential and commercial building), on the aforesaid land and the New Barrackpore Municipal Authority has sanctioned side plan no. ⁴¹⁰410 dated ^{08.11.2021}08.11.2021 multi storied building.

AND WHEREAS "M/S. ASHLEY DEVELOPER " the Developer, the party of the second part of the instant Development Agreement are having the authority to construct a Multi-storied Building or Buildings consisting of various residential flats, shops and commercial complexes on the said land and to accept money from the intending Purchaser/ Purchasers by agreement of sale/sales in favour of intending Purchaser/Purchasers, only out of **owner's/ developer's allocation**. Thereafter for some changes in the building plan the New Barrackpore Municipality again sanctioned a revised plan being serial no. PWD/BLDG PLAN/....., dated

AND WHEREAS the aforesaid Developer Firm of the second part, would be complete the construction of the said multi-storied building on the aforesaid property having residential

flats, car parking spaces upon the same. It has every right, full power, absolute authority, indefeasible title to grant, convey, assign assured and transfer the aforesaid flats, commercial space, shops and car parking spaces and the developer shall liable to obtain the OCCUPANCY CERTIFICATE, granted by the New Barrackpore Municipality being no. NBM/PWD/..... dated in favour of the land owner herein.

AND WHEREAS the Owner/Developer herein completed the said multi storied building known as **EKANTAAPAN** in all respect for onward sale of the same to the intending purchaser or purchasers by the developer from the **owners/developer's allocation** as per the development agreement.

AND WHEREAS the present Vendors/Owners/Developer has got good, clear and makretable title over the land and building and the said land and building is free from all encumbrances, lines charges and attachments whatsoever.

AND WHEREAS in course of such construction the present purchaser/purchasers having been interested to purchase a flat being **Flat No.-**, on the **Floor**,side having**Sq.ft.** super built up area (..... Sq.ft. Covered area, Sq.ft. Carpet area) and one covered garage measuring about Sq.ft. more or less be the same a little more of less on the **ground floor** alongwith all easement right and has inspected the site and also gone through all the title documents of the land in question upon which the multi storied building is constructed and has drawn his/her/ their satisfaction as to the title of the property as well as the building material, specifications etc. from the **owner's/developer's allocation** and as such apporached the Vendor/ Vendors as well as the Owner/ Developer and after long bargain a sale price or consideration of the said **Flat** has been settled **consideration of Rs./- (Rupees**

lakh) only and the settled consideration of **garage Rs./- (Rupees Lakhs)** only i.e. total consideration of the said **Flat and garage Rs./- (Rupees lakh)** only from the **owner's/developer's allocation** and to that effect one verbal negotiation was held between the Vendors/Owners/Developers and purchaser/purchasers.

AND WHEREAS the purchaser/purchasers herein paid the full consideration amount to the developers as well as the owners/vendors and for that the developers as well as owners/vendors are now execute a registered a deed of conveyance in respect of the aforesaid **flat and one covered garage** for the total consideration has been fixed for **Rs./- (Rupees lakhs)** only. Now the owners as well as developers herein call upon the purchaser/purchasers for registered a deed of sale in respect of the aforesaid **flat and garage** and the purchaser/purchasers also paid the balance consideration amount and both the parties are agreed to execute a proper deed of conveyance for the same.

NOW THIS INDENTURE WITNESSETH as follows:

- a) That the aforesaid **flat and garage** has hereinafter referred to as the **Said property**.
- b) That the Owners as well as developers shall sell the said property and the purchaser/purchasers shall purchase the same fully described in the **Second schedule** below for the total consideration has been fixed for **Rs./- (Rupees lakhs)** only.
- c) That the Purchaser/purchasers of the Second part has/have already paid to the proprietor of the Developers/Confirming parties of the Second Part as well as the Vendors **Rs./- (Rupees lakh)** only as per memo of consideration in this deed in respect of the said property i.e. **flat and garage**.

- d) That the Vendors as well as developers do hereby admit and acknowledge the receipt of entire consideration and on payment of the same and every part thereof forever release and discharge and acquit the purchaser/purchasers from the same and the said **flat and garage** and every part thereof the Vendors as well as developers do hereby sell, transfer, convey, assigns and assure unto and in favour of the Purchaser/purchasers of the Third Part and subject to the Covenant hereinafter mentioned **ALL THAT** the piece and one self contained **Flat No.**, on the **..... Floor** of **.....** side having **..... Sq.ft.** super built up area (**..... Sq.ft.** Covered area, **..... Sq.ft.** Carpet area) and one covered garage measuring about **..... Sq.ft.** be the same a little more or less on the **ground floor** morefully described in the second schedule hereunder written together with all doors, windows, fittings, fixture both Sanitary and electrical in the said **flat and garage** together with the right of user in common areas and common facilities and with the right of ingress and egress and right of user of common staircase, proportionate share of land underneath the building and all ways and passages, drains, sewers, water sources and common spaces in the said building and also interest, properties of claim, whatsoever morefully described in the Fourth Schedule hereunder written of the other owners of the other flats/floors/car parking spaces/garage in the said building, except the right of demolition and/or committing waste **TO HAVE AND TO HOLD** the said **flat and garage** and undivided part and share in the common parts and common portion, proportionate undivided part and share in the said land unto the purchaser/purchasers, absolutely and forever free from all encumbrances, subject to make the regular payment of the proportionate share of the municipal taxes, rents and maintainances charges for the common facilities thereof mentioned in the Fifth schedule hereinafter, are enjoyed or

not enjoyed, and also the covenant mentioned herein. And the Vendors as well as developers doth hereby covenant with the Purchaser/purchasers as follows:

- i. **The purchaser/purchasers shall use and occupy the said property mentioned in the second schedule herein below for **RESIDENTIAL** purpose for the **flat and garage** and not for any other purpose and the purchaser/purchasers shall be at liberty to mutate his/her/their name/names in respect of the said **flat and garage** being the second schedule property with the New Barrackpore Municipality at his/her/their own costs as well as building assessment charges and the purchaser/purchasers shall be at liberty to pay the Municipal taxes and other outgoing payable in respect of the said **flat and garage** and the common area in proportionate in the floor area of the said **flat and garage** as mentioned in the second schedule hereunder written, to the New Barrackpore Municipality or any other competent authority.**
- ii. **The purchaser/purchasers shall pay maintainance & usage charges for the common facilities thereof are enjoyed or not enjoyed without any delay/ argument. The maintainance & usage charges including all costs of repairs of the building and service charges or maintainance of their cases, lifts and other common areas, electricity of common areas, water supply, sweeping, cleaning, white washing, color washing of staircase, water treatment plant, soundless generator, CCTV in common spaces, fire protection system and any other common amenities etc. in connection with the enjoyment of the said **flat and garage** as morefully described in the second schedule hereto, proportionately with other allotted flats/car parking spaces/garage in the said building at the rates and manner and as to be determined by the said Association already formed.**
- iii. **The purchaser/purchasers shall have full power and absolute property right**

in respect of the floor areas, in side walls and inside ceiling, of the said **flat and garage**, but the purchaser/purchasers shall have no right to demolish or cause waste or damage to the walls, ceiling of the property common drains pipe, sewerage pipe, water pipe, common electric lines, in any manner so as to effect other floor/flats/car parking spaces/garage who has/have acquired or may hereinafter acquire in the said building.

- iv. **The** purchaser/purchasers undivided interest in the land as more fully described in the First schedule hereunder written shall remain undivided for all times with the other Owner/s of the Floors/Flats/Car Parking spaces/garage who hereto before acquired and who may hereafter acquire right, title and interest in the said land will remain undivided.
- v. **The** purchaser/purchasers shall not use the **flat and garage** or any portion of the building staircase, lift, passage, drains, sewers, entrances etc. other than residential purpose strictly or in the manner and will not do in any manner detrimental to the interest of the other Floors/Flats/Car Parking Spaces/garage and/or the association already formed and/or in such manner but may cause or likely to cause convenience or nuisance or cause damage or breach of peace to the society and/or to any other Floors/Flats/Car parking Spaces/garage in the said building or in the locality and that any breach of these terms and condition will make the purchaser/purchasers liable to pay compensation to the Association apart from liability to any individual concerned.
- vi. **The** purchaser/purchasers shall not use coal, charcoal, firewood or similar inflammable articles in the said **flat and garage** other than gas, electricity or kerosene or similar fuels for cooking and/or for any other essential purposes but in case of non-availability of the same the formal fuels may be used with prior permission of the Association taking care so that it does not cause any

problem to any other Floors/Flats/Car parking spaces/garage.

- vii. **The** purchaser/purchasers shall not under any circumstances make any construction, addition or alteration of internal walls or structures and the balcony/Elevation and shall also not be allowed to interfere with and after exterior decoration and external color of the said building.
 - viii. **The** total maintainances of the said building shall be made by the Association and all the occupiers/owners, i.e. the members shall have/has to pay the monthly maintenance to the Association without any delay/argument according to the rules & regulations of the Association which are to be laid down.
 - ix. **The** purchaser/purchasers shall be the member of the Association and should abide by the rules and regulation of the said Association already formed.
 - x. **The** purchaser/purchasers shall arrange separate and/or individual electric meter from **WBS&DCL** in his/her/their own name at his/her/ their own costs as well as shall have to pay the proportionate transformer cost.
 - xi. **The** purchaser/purchasers party of the Third part taking after possession certificate of the said flat/car parking space/garage morefully described in the second schedule herein below, from the Vendor as well as developer, shall mutated his/her their names at the New Barrackpore Municipality at his/her/their own costs and pay the Individual Municipal taxes and also proportionate maintenance cost for common user expenses thereof to be determined by the said Association already formed if the said facilities (i.e. drainage, electrification in common user, water treatment plant, water reservoir, lift, land taxes etc.) are enjoyed or not enjoyed, to the Association already formed without any delay/argument.
5. **That** the purchaser/purchasers of the said **flat and garage** upon obtaining possession and upon payment of the entire consideration and also upon execution

and registration of the Deed of Conveyance shall be entitled to the following rights:

- i. **The** purchaser/purchasers shall be entitled to peacefully, quietly and uninterrupted, enjoy, seize and possess the said property mentioned in the second schedule below togetherwith the facilities and amenities mentioned in the third schedule alongwith undivided proportionate share of land of the first schedule property herein.
 - ii. **The** purchaser/purchasers shall have every right, full power, absolute authority and indefeasible title to grant, convey, assign and assure and transfer the said property mentioned in the second schedule below in any manner or manners.
 - iii. **The** purchaser/purchasers shall be entitled to encumber the said property mentioned in the second schedule below with any nationalized bank or any other Authority/Authorities to obtain any loan and the Owner as well as developer, shall have no objection for the same.
6. **The** purchaser/purchasers shall be entitled to assign or let out the **flat and garage** as he/she/they may decide subject to abide by the Association's Rules & Regulations already formed.

THE VENDOR/DEVELOPER doth hereby covenant with the purchaser/purchasers herein as follows:

- (1) That the property sold herein is not the subject matter of any acquisition or requisition from any department of the Central Govt. or State Govt.
- (2) That the property sold herein is not under any charge, liens or debts or hypothecation for or under any individual or institution.

- (3) That the vendors shall execute further declaration Deed if any reasonably required in favour of the purchasers for more perfectly assuring the second schedule mentioned property in favour of the purchaser/purchasers.
- (4) That notwithstanding any act deed or things by the vendors or their predecessor in Title done executed or knowingly suffered by the vendors/developers to the contrary the vendors herein well and sufficiently entitled to the said flat and garage sold herein and every part thereof for a perfect and indefeasible estate or inheritance thereof without any manner or condition use, trust or other things whatsoever to alter or defect, make void or encumber the same and the vendors have the full power and absolute authority to sell, transfer, grant, convey, assign and assure the second schedule mentioned property hereby sold granted, conveyed, transferred assigned and assured and expressed so to be unto and to the use of the purchaser/purchasers absolutely and for ever in the manner aforesaid.

FIRST SCHEDULE REFERRED TO ABOVE

(Description of the said landed property)

ALL THAT piece and parcel of Bastu Land measuring about 16 satak equivalent to 10 Kathas more or less, togetherwith multi storied building known as **EKANTA APAN** standing thereon, which is shown in the attached blue print map, marked with red border, out of this 05 kathas land under in connection of Malek Khatian No. 253, Adhin Khatian No. 253, corresponding to L.R. Khatian No. 203/1, 293, 759 & 1635, under Dag No.- 272 corresponding to L.R. Dag No. 2155 and the land measuring about 05 kathas more or less in connection of Malek Khatian No. 253, Adhin Khatian No. 253, corresponding to L.R.

Khatian No.- 409, Dag No. 272, corresponding to L.R Dag No.- 2154 (in respect of land measuring about 01 decimal in the name of Kamala Bala Mitra) and L.R Dag No.- 2156 (in respect of land measuring about 08 decimal in the name of Kamala Bala Mitra) in connection of **(1)** L.R. Dag No. 2154, L.R. Khatian no. 4079, land measuring about 1 (one) decimal, L.R. Dag No. 2155, L.R. Khatian no. 4079, land measuring about 2 (two) decimal, L.R. Dag No. 2156, L.R. Khatian no. 4079, land measuring about 1 (one) decimal (in the name of Tripti Ghosh). **(2)** L.R. Dag No. 2154, L.R. Khatian no.4080, land measuring about 0 (zero) decimal, L.R. Dag No. 2155, L.R. Khatian No. 4080, land measuring about 1 (one) decimal, L.R. Dag No. 2156, L.R. Khatian no.4080, land measuring about 0 (zero) decimal (in the name of Sri Ujjal Ghosh). **(3)** L.R. Dag No. 2154, L.R. Khatian No. 4081, land measuring about 0 (zero) decimal, L.R.Dag No. 2155, L.R. Khatian No. 4081, land measuring about 0 (zero) decimal, L.R. Dag No. 2156, L.R. Khatian No. 4081, land measuring about 1 (one) decimal (in the name of Ruma Basu). **(4)** L.R. Dag No. 2154, L.R. Khatian No. 4082, land measuring about 0 (zero) decimal, L.R. Dag No. 2155, L.R. Khatian No. 4082, land measuring about 0 (zero) decimal, L.R. Dag No. 2156, L.R. Khatian No. 4082, land measuring about 1 (one) decimal (in the name of Kumkum Naha). **(5)** L.R. Dag No. 2154, L.R. Khatian No. 4083, land measuring about 0 (zero) decimal, L.R. dag No. 2155, L.R. Khatian No. 4083, land measuring about 0 (zero) decimal, L.R. Dag No. 2156, L.R. Khatian No.4083, land measuring about 1 (one) decimal (in the name of Prasenjit Das). **(6)** L.R. Dag No. 2154, L.R. Khatian No. 4084, land measuring about 0 (zero) decimal, L.R. Dag No. 2155, L.R. Khatian No. 4084, land measuring about 0 (zero) decimal, L.R. dag No. 2156, L.R. Khatian No. 4084, land measuring about 1 (one) decimal (in the name of Jayeeta Bose). and **(7)** L.R. Dag No. 2154, L.R. Khatian No. 4085, land measuring about 0 (zero) decimal, L.R. Dag No. 2155, L.R. Khatian No. 4085, land measuring about 1 (one) decimal, L.R. Dag

no. 2156, L.R. Khatian No. 4085, land measuring about 0 (zero) decimal (In the name of Jhumur Talukdar), **(8)** L.R. Dag No. 2154, L.R. Khatian No. 4106, land measuring about 0 (zero) decimal, L.R. Dag No. 2155, L.R. Khatian No. 4106, land measuring about 1 (one) decimal, L.R. Dag no. 2156, L.R. Khatian No. 4106, land measuring about 1 (one) decimal (In the name of Tanay Ghosh Chowdhury) and **(9)** L.R. Dag No. 2154, L.R. Khatian No. 4112, land measuring about 0 (zero) decimal, L.R. Dag No. 2155, L.R. Khatian No. 4112, land measuring about 1 (one) decimal, L.R. Dag no. 2156, L.R. Khatian No. 4112, land measuring about 0 (zero) decimal (In the name of Rudradeep Saha Roy)

(10) L.R. Dag no. 2156, L.R. Khatian No. 4089, land measuring about 1 (one) decimal (In the name of Reeta Mitra) **(11)** L.R. Dag no. 2156, L.R. Khatian No. 4090, land measuring about 1 (one) decimal (In the name of Binit Mitra), **(12)** L.R. Dag No. 2155, L.R. Khatian No. 4091, land measuring about 1 (one) decimal, (In the name of Jhumni Mitra) i.e. total land measuring about 3 (three) decimal more or less in Re-Su No.- 96, Touzi No.- 204, J.L. No.- 34, under Mouza- Masunda, together with all easement rights thereon under present police station New Barrackpore, A.D.S.R.O. Sodepur, District North 24 Parganas, Kolkata- 700131, within the local limits of New Barrackpore Municipality under Ward No. 9 (old) 5 (new), Holding No.- 280 & 281, Ramkrishna Road now known as Dr. B.C. Roy Sarani. Which is butted and bounded of entire land by :-

On the North	:	20' - 0" wide Dr. B.C. Roy Sarani
On the South	:	Land and house of Anil Biswas
On the East	:	Land and house of Late Ajit Kumar Basu
On the West	:	Land and house of Subrata Brahma

THE SECOND SCHEDULE ABOVE REFERRED TO

(1BHK flat and one covered garage hereby sold)

ALL THAT piece and parcel of the **Flat No.-**, **on the** floor, of side having a super built up area measuring Sq.ft. (..... Sq.ft. Covered area , Sq.ft. Carpet area) with tiles flooring and lift facility and **one covered garage** measuring about..... Sq.ft. more or less with cemented flooring on the **ground floor** for residential use which is shown in the attached map marked with red border alongwith undivided proportionate share of the said land and right to use all common facilities, amenities and service area being the part and portion of the said building upon the land mentioned in First Schedule hereinabove being Municipal Holding No.- 204, Sukanta Sarani, Ward No. 15, P.O. & P.S.- New Barrackpore, Kolkata- 700 131, District- North 24 parganas along with easements, rights, title, interest, possession, profits, whatsoever therein. Attached one map, photo and finger print of the parties herein are the part of this deed. Which is butted and bounded by:-

BUTTED AND BOUNDED OF THE FLAT

On the North :
On the South :
On the East :
On the West :

BUTTED AND BOUNDED OF THE GARAGE

On the North :
On the South :
On the East :
On the West :

THE THIRD SCHEDULE ABOVE REFERRED TO

(Specification of construction provided in the building)

The construction to be made and equipments, fittings and fixtures to be installed provided in the building shall be new and of an average good quality and workmanship and according to the plan and advice of the Architect and specifications are as follows:

- 1) **FOUNDATION** : Individual or strip footing.
- 2) **STRUCTURE** : R.C.C. framed structure.
- 3) **FLOOR** : Entirely finished with ceramic floor tiles of the flat and cemented floor of the garage.
- 4) **BRICKWORK** : 200 mm wall 1:6 cement mixtures (outside) 100 mm wall- 1:4 cement mixtures (inside).
- 5) **KITCHEN** : One steel sink and tap water point and granite as kitchen platform and wall times 2'-6" height over kitchen platform.
- 6) **TOILETS** : One AWC with cistern, one shower, two bibcock, basin with pillarcock, Geyser point, wall tiles upto door height.
- 7) **DOORS** : The door in toilets will be of PVC and the other doors will be water proof flush doors with wooden frame.
- 8) **WINDOWS** : Aluminium window (shutter) with pin head glass with steel grill.
- 9) **ELECTRIC** : Wiring will be concealed with requisite points with standard wire and switch set and the developer will arrange the source of electric connection for the flat/shop/car parking space/garage owners by installing transformer (if required) at the cost of the intending purchasers of the property more fully described in second schedule.

-:: 21 ::-

- 10) **WATER** : Uninterrupted water supply by deep tube-well with water pump to overhead reservoir.
- 11) **STAIR** : Stair facilities with marble finish.
- 12) **WALL COATS** : All the interior walls will be finished with a wall putty.
- 13) **LIFT** : (4 PAX)

THE FOURTH SCHEDULE ABOVE REFERRED TO

(Common space & area)

The entirety of the described in First Schedule hereinabove written, common paths and areas all other common spaces and areas of the land and building which are necessary for common areas of flat and garage owners staircase and landing in each floor, top roof of the building.

(Common facilities & amenities)

Electrical installation, Electric meter space and all any other Electrical facilities in common places (excluding only those are installed within the exclusive, area on any flat), underground water reservoir (if required) & overhead water reservoir, water supply pipeline (in outer side) other common plumbing installations (excluding only those are installed within the exclusive area in any flat), septic tank, drainage & sewerage, boundary wall and main gate.

(Other facilities)

- (a) Provision for cable TV line.
- (b) Round the clock security. (Extra cost borne by the committee)
- (c) CCTV surveillance in the common passages.
- (d) Lift.

THE FIFTH SCHEDULE ABOVE REFERRED TO

(Common & indispensable maintenance cost)

[Cost to be paid advance to be enjoyed or not]

- 1. proportionate expenses maintenance repairing, re-decorating etc. of the said

building and lighting of common areas, main entrance, passage, stair case, lift and water pump of the building, by all the parties or to be used by part in common as aforesaid.

2. Proportionate cost of the subsequent decorating of the exterior side of the building.
3. Proportionate cost of the salaries of caretakers, securities, sweepers, operator for pump and lift etc.
4. Proportionate cost of working and maintenance of Generator, CCTV, surveillance system, De-ionized water treatment plant and/or any other service charges for the appurtenant part as aforesaid.
5. Proportionate Municipal tax, Govt. tax and any other expenses.
6. Proportionate amount of Insurance of the building against risk of fire etc.
7. Proportionate other expenses those are necessary of incidental of the maintenance and upkeep the said building on first schedule property

IN WITNESS WHEREOF the parties hereto have gone through the subject matter of this Agreement for Sale and after having clearly understood all the terms and conditions contained herein and put his respective hand and seal on the day month and year first above written.

SIGNED, SEALED & DELIVERED

in the presence of **WITNESS:**

1.

2.

Drafted by :

Chiradip Dhar

Advocate

Barasat Judge's Court