

DEED OF CONVEYANCE

THIS DEED OF CONVEYANCE is made this the days of
May Two Thousand Twenty Six (2026) in Christian Era.

BETWEEN

[1] SMT. MITA ROY CHOWDHURY, [PAN BOOPR6884L], AADHAAR CARD NO. 7272 8668 9230, W/o. Amitava Roy Chowdhury, [2] SMT. SANCHITA ROY CHOWDHURY, [PAN BSKPR3189J], AADHAAR CARD NO. 9042 1496 0911, W/o. Late Arunava Roy Chowdhury, [3] SMT. CHANDANA ROY CHOWDHURY, [PAN CJLPR4905F], AADHAAR CARD NO. 8341 1078 4388, W/o. Asitava Roy Chowdhury, all are by occupation - Housewife, all are residing at 266, S. N. Banerjee Road, P.O. & P.S. New Barrackpore, District North 24 Parganas, Kolkata - 700 131, [4] SMT. PRITI BHATTACHARYA @ PRITI RANI BHATTACHARYA [PAN GTOPB4015D], AADHAAR CARD NO. 5372 1314 2513, W/o. Late Arun Bhattacharya, by occupation - Housewife, [5] SRI. SUJOY BHATTACHARYA, [PAN BKAPB0963N], AADHAAR CARD NO. 3176 1625 0215, S/o. Late Arun Bhattacharya, by occupation - Business, [6] SMT. BALAKA BISWAS, [PAN BQSPB3817R], AADHAAR CARD NO. 6163 4422 1614, W/o. Sri Biplab Biswas, D/o. Late Arun Bhattacharya, by occupation - Housewife, all are by Faith - Hindu, all are by Nationality- Indian, all are residing at 214/2, Main Road East, P.O. & P.S. New Barrackpore, District North 24 Parganas, Kolkata - 700 131, under the State West Bengal [7] SRI. DEBASISH BHATTACHARYA, [PAN AKPPB0684E], AADHAAR CARD NO. 7250 4123 6056, S/o. Late Bidhu Bhusan Bhattacharya, by occupation - Business, by Faith -Hindu, by Nationality- Indian, residing at 214/1, Main Road East, P.O. & P.S. New Barrackpore, District North 24 Parganas, Kolkata - 700 131, under the State West Bengal within the territory of India, 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**.

Representated by their lawful true & constituted Attorney (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, residing at 245, S.N. Banerjee Road, P.O. & P.S. New Barrackpore, District North 24 Parganas, Kolkata - 700 131, by occupation- Business, both by faith- Hindu, both by Nationality - Indian, being 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 the strength of two Registered General Power of Attorney which was registered in the A.D.S.R. Sodepur, North 24 parganas, recorded in **Book No.- 1, Volume No.- 1524-2023, Pages from 46725 to 46754, being No.- 152400769 for the year 2023 and Book No.- 1, Volume No.- 1524-2023, Pages from 141674 to 141695, being No.- 152403986** for the year **2023** respectively.

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, residing at 245, S.N. Banerjee Road, P.O. & P.S. New Barrackpore, District North 24 Parganas, Kolkata - 700 131, by occupation- Business, both by faith- Hindu, both by Nationality - Indian, hereinafter called and referred to as the **DEVELOPERS** (Which term or expression shall unless excluded by or repugnant to the context be deem to mean and include his/her/their legal heirs, executors, administrators, successor, legal representatives and/or assigns) of the **SECOND PART**.

..... **(PAN, AADHAAR CARD NO., VOTER CARD NO.)**, S/o., D/o., W/o., by occupation-, by faith-Hindu, by Nationality- Indian, residing at P.O. & P.S., District North 24 Parganas, Kolkata-, West Bengal, hereinafter called the **PURCHASER/PURCHASERS** (Which term or expression shall unless excluded by or repugnant to the context deemed to mean

and include her/his/their heirs executors, administrators, legal representatives and/or assigns) of the **THIRD PART**.

WHEREAS piece and parcel of Bastu Land measuring about 02 (two) kathas 08 (eight) Chittak be the same a little more or less together with one storied pucca structure standing thereon measuring about 637 Sq.ft. with cemented flooring comprised in R.S. Dag No.- 133, appertaining to R.S. Khatian No.- 391, situated at Mouza- Aharampur, J.L. No.- 35, Re-Su No.- 98, under Police Station New Barrackpore formerly Khardah, District North 24 parganas, Kolkata- 700131, within the local limits of New Barrackpore Municipality, under Ward No.- 1, Holding No. 213/1, Haripada Biswas Sarani (formerly Main Road East), was originally belonged in the name of Jitendra Nath Dutta.

AND WHEREAS one Santosh Kumar Dutta purchased the aforesaid land from said Jitendra Nath Dutta, by virtue of one registered deed of sale , which was registrar in the A.D.S. R.O. Barrackpore, recorded in Book No. I, Volume No. 44, Pages from 245 to 247, being No. 2457 on 18.05.1967.

AND WHEREAS during the peaceful possession said Santosh Kumar Dutta transferred his aforesaid land in favour of Smt. Mita Roy Chowdhury, Smt. Sanchita Roy Chowdhury and Smt. Chandana Roy Chowdhury i.e. owner no 1 to 3 herein by virtue of one registered deed of sale , which was registered in the D.S. R.-I. North 24 Parganas at Barasat, recorded in Book No. I, Volume No. 39, Pages from 149 to 156, being No. 2094 on 21.05.2002. Since then, the present owner no. 1 to 3 became the joint owners over the aforesaid land measuring about 02 (two) kathas 08 (eight) Chittak be the same a little more or less and also mutate their names in the New Barrackpore Municipality, under Ward No. 1, Holding No. 213/1 and paying all rents and taxes to the proper authority concern and have every right, title and interest thereon without any interruption, which is morefully described in the **First Schedule-I** written hereunder.

AND WHEREAS one Khitish Chandra Dutta was the owner of land measuring about 05 (five) kathas be the same a little more or less lying and situated at Mouza- Aharampur, J.L. No.- 35, Re-Su No.- 98, Touzi No. 169, under Khatian No. 392, Dag No. 133, under Police Station New Barrackpore formerly Khardah, District North 24 parganas, Kolkata- 700131, within the local limits of New Barrackpore Municipality, under Ward No.-

1, Holding No. 214, Haripada Biswas Sarani (Main Road East), by virtue of one registered deed of sale which was registered in the A.D.S. R.O. Barrackpore, recorded in Book No. I, Volume No. 12, Pages from 229 to 232, being No. 3711 on 16.09.1978. Which was executed by the authority of New Barrackpore Co-Operative Homes Ltd.

AND WHEREAS during the peaceful possession, said Khitish Chandra Dutta transferred a portion of land measuring about 02 (two) kathas 08 (eight) chittaks be the same a little more or less out of 05 kathas land in favour of Smt. Priti Rani Bhattacharya by virtue of one registered deed of sale, which was registered in the D.S. R. North 24 Parganas at Barasat, recorded in Book No. I, Volume No. 18, Pages from 208 to 214, being No. 2648 on 03.08.1984. Thereafter said Priti Rani Bhattacharya transferred her aforesaid land measuring about 02 (two) kathas 08 (eight) chittaks be the same a little more or less in favour of her husband namely Arun Kumar Bhattacharya by virtue of one registered deed of gift, which was registered in the D.S. R. North 24 Parganas at Barasat, recorded in Book No. I, Volume No. 57, Pages from 411 to 417, being No. 4380 on 11.12.1985. Thereafter said Arun Kumar Bhattacharya became the absolute owner over the said land and during the peaceful possession Arun Kumar Bhattacharya died on 16.01.2022, leaving behind his wife namely Priti Rani Bhattacharya @ Priti Bhattacharya, one son namely Sujoy Bhattacharya and one daughter namely Balaka Biswas as his legal heirs and successors i.e. present owners no 4 to 6 herein and accordingly the owners no. 4 to 6 became the joint owners over the aforesaid land measuring about 02 (two) kathas 08 (eight) Chittak be the same a little more or less and also mutated their names in the New Barrackpore Municipality, under Ward No. 1, Holding No. 214/2 and paying all the rents and taxes to the proper authority concern and have every right, title and interest thereon without any interruption, which is morefully described in the **First Schedule-II** written hereunder.

AND WHEREAS in the aforesaid manner the present owners no. 1 to 3 herein became the absolute owners over the land measuring about 02 kathas 08 Chittaks more or less under Municipal Holding No. 213/1 and the the present owners no. 4 to 6 herein became the absolute owners over the land measuring about 02 kathas 08 Chittaks more or less under Municipal Holding No. 214 both are situated under Mouza- Ahrampur, J.L. No. 35, Re-Se No.- 98, Touzi No. 169, Khatlan No. 392, Dag no. 133 and also enjoying peaceful possession over the same by paying all rents and taxes to the authority concern and have every right, title and interest thereon without any interruption.

AND WHEREAS during the peaceful possession said Khitish Chandra Dutta also transferred a portion of land measuring about 02 (two) kathas more or less out of 05 kathas in favour of one Mr. Shyamal Indu by virtue of one registered deed of sale, which was registered in the A.D.S. R.O. Barrackpore, recorded in Book No. I, Volume No. 83, Pages from 199 to 204, being No. 4584 on 22.11.1978, since the aforesaid purchased said Mr. Shyamal Indu became the absolute owner over the aforesaid land measuring about 02 (two) kathas more or less and also mutated his name in the New Barrackpore Municipality, under Ward No.- 1, Holding No. 214/1, Haripada Biswas Sarani (Main Road East) and enjoyed the same by paying all the rents and taxes to the authority concern.

AND WHEREAS during the peaceful possession said Shyamal Indu transferred his aforesaid land measuring about 02 (two) kathas more or less in favour of Mr. Debasish Bhattacharya, i.e. **owner No. 7** herein by virtue of one registered deed of sale, which was registered in the D.S.R. North 24 Parganas at Barasat, recorded in Book No. I, Volume No. 54, Pages from 42 to 50, being No. 3685 on 28.05.1992. Since then the present owner became the absolute owner over the aforesaid land measuring about 02 (two) kathas be the same a little more or less and also mutated his name in the New Barrackpore Municipality, under Ward No. 1, Holding No. 214/1 and also recorded his name in the B.L.& L.R.O. under L.R. Khatian No. 1774, Dag No. 874 and paying the all rents and taxes to the proper authority concern and have every right, title and interest thereon without any interruption, which is morefully described in the **First Schedule-III** written hereunder.

AND WHEREAS since possessed all the Owner/Owners herein jointly decided to develop the said landed property by erecting multi-storied and/or multi storied building consisting of different self-contained individual residential Flats, Shops, Garages and/or Spaces over and above of the said landed property after duly demolishing 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 Owner/Owners approached the developer of the second part herein with a view to effectuate said multi storied building by developing the said landed properties at developer's own cost and expenses and considering such approach the Developer herein accepted the proposal of the Owner/Owners with a view to develop the said landed property by erecting multi-storied building at its own costs and expenses as per sanctioned building plan to be obtained from the competent local authority of New

Barrackpore Municipality subject to the condition that the scheduled landed property must be free from all sorts of encumbrances including free from each and every occupancy either tenancy or not and with such condition agreed to develop the said landed property by demolishing existing structure and now, the Owner/Owners herein agreed to develop the said property, so referred in the FIRST SCHEDULE -**I, II & III** hereunder through the developer of the second part herein and the developer also agreed to develop the same duly coconstructed said proposed multi- storied building at its own cost and expenses with several terms and conditions, to which proposal, the Developer **M/S. ASHLEY DEVELOPER (PAN ABZFA6253H)**, considered and have hereto entered into a Registered Development Agreement, which was registered in the A.D.S.R. Sodepur, North 24 Parganas, recorded in Book No. I, Volume No. **1524-2023**, Pages from **46661 to 46724**, being No. **152400765, dated 06.02.2023** and another Registered Development Agreement, which was registered in the A.D.S.R. Sodepur, North 24 Parganas, recorded in Book No. I, Volume No. **1524-2023**, Pages from **126051 to 126098**, being No. **152403475, dated 15.05.2023** with some stipulated terms and conditions stated therein and shall be binding upon them alongwith his/her/their respective legal heirs, executors, administrators, legal representatives, and also executed two Registered General Power of Attorney which was registered in the A.D.S.R. Sodepur, North 24 parganas, recorded in Book No.- 1, Volume No.- 1524-2023, Pages from 46725 to 46754, being No.- 152400769 for the year 2023 and Book No.- 1, Volume No.- 1524-2023, Pages from 141674 to 141695, being No.- 152403986 for the year 2023 respectively and subsequently one deed of declaration has been executed by the owners no. 1 to 6 for some typographical mistake and that also been registered in the A.D.S.R. Sodepur, North 24 Parganas, recorded in Book No. IV, Volume No. **1524-2023**, Pages from **1606 to 1626**, being No. **152400077, dated 29.05.2023** respectively.

AND WHEREAS after completion of the aforesaid development agreement as well as Power of Attorney executed by and between the owners and developers herein, and thereafter all the concerned land also been amalgamated in the New Barrackpore Municipality, under Ward No. 1 in one Holding No. 213/1 Haripada Biswas Sarani (formerly Main Road East).

AND WHEREAS the Vendor/Owner have signed and submitted First Plan for constructing a Multistoried (Residential and commercial building), on the aforesaid land

and the New Barrackpore Municipal Authority has sanctioned said plan no. **370** dated **08.11.2021** for 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 developer's allocation. Thereafter for some changes in the building plan the New Barrackpore Municipality again sanctioned a revised plans accordingly.

AND WHEREAS the aforesaid Developer Firm of the second part, is constructing 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 in any manner or manners whatsoever, only of Developer's allocation. Principals of the Power of Attorney is alive at the time of registration and the Power of Attorney Deed never been cancelled till the day of registration.

AND WHEREAS the Owner/Developer herein would complete the said multi storied building known as **JAGADHATRI APARTMENT** in all respect for onward sale of the same to the intending purchaser or purchasers by the developer from the developers allocation as per the development agreement.

AND WHEREAS the present Vendors/Owners/Developers 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 areas (..... Sq.ft. Covered area, Sq.ft. Carpet area) more or less 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 **developer allocation** and as such approached 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 @ Rs./- per Sq.ft. i.e. **consideration of Rs./- (Rupees)** only out of **developer's allocation** and the Vendors/Owners/ Developers received the entire consideration money in respect of the said flat from purchaser herein.

AND WHEREAS the purchaser/purchasers herein paid the full consideration amount to the developer as well as the owners/vendors and for that the developer as well as owners/vendors is now execute a registered a deed of conveyance in respect of the aforesaid **flat** for the total consideration has been fixed for **Rs./- (Rupees)** only. Now the owners/Vendors as well as developer herein call upon the purchaser/purchasers for registered a deed of sale in respect of the aforesaid **flat** 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** has hereinafter referred to as the **Said property**.
- b) That the owners/Vendors 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)** only.
- c) That the Purchaser/s of the Third part has/have already paid to the proprietor of the Developer/Confirming party of the Second Part as well as the owners/Vendors **Rs./- (Rupees)** only as per memo of consideration in this deed in respect of the said property i.e. **flat**.
- d) That the owners/Vendors as well as developer do hereby admit and acknowledge and on payment of the same and every part thereof forever release and discharge and acquit the purchaser/purchasers the said **flat** and every part thereof the owners/Vendors as well as developer do hereby sell, transfer, convey, assigns and assure unto 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**, **.....**side having **..... Sq.ft.** super built up areas (**..... Sq.ft.** Covered area, **..... Sq.ft.** Carpet area) more or less morefully described in the second schedule hereunder written together with all doors, windows, fittings, fixture both Sanitary and electrical in the said **flat** together with the right of user in common areas and common facilities and with the right of aggress and ingress and right of user of common staircase, proportionate share of land underneath the building and all ways and passages, drains, swears, 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 sapces/garage in the said building, except the right of demolition and/or commotting waste **TO HAVE AND TO HOLD** the said **flat** 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 free from all encumbrances, subject to make the rugular 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 owners/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 not for any other purpose and the purchaser/purchasers shall be at liberty to mutata his/her/their name/names in respect of the said **flat** 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 the common area in proportionate in the floor area of the said **flat** 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, soundless generator, CCTV in common spaces, fire protection system and any other common amenities etc. in connection with the enjoyment of the said **flat** 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 proprietary right in respect of the floor areas, in side walls and inside celing, of the said **flat**, 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 acquite 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 Owners/vendors 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** or any portion of the building staircase, lift, passage, drains, swears, 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 convernience 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** 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 alter 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 **WBSEDCL** in his/her/their own name at his/her/ their own costs as well as shall have to pay the proportionate transformer cost i.e **Rs 50,000/- (Rupees Fifty thousand)** only.
- 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 owners/Vendors 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, lifts, 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** 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 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/flat 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 Owners/vendors as well as developers, shall have no objection for the same.
6. **The** purchaser/purchasers shall be entitled to assign or let out the **flat** as he/she/ they may decide subject to abide by the Association's Rules & Regulations already formed.

FIRST SCHEDULE REFERRED TO ABOVE

(Description of the said landed property)

FIRST SCHEDULE-I

DISTRICT North 24 parganas, Police Station New Barrackpore, Sub-registry Office at Sodepur under the collector of North 24 parganas, pargana Calcutta situated at Mouza - Aharampur, J.L. No.- 35, Touzi No.- 179, Re-Su No.- 98, R.S. Khatian No.- 391, R.S. Dag No.- 133, Corresponding to L.R. Dag No. 875, L.R. Khatian No. 369 area of bastu land about 02 (two) kathas 08 (eight) Chittaks more or less within the local limits New Barrackpore Municipality, under Ward No.- 1, Holding No.- 213/1, Haripada Biswas Sarani (Main Road East), which is butted and bounded by :-

On the North : 8 feet Municipal Road
On the South : Land and house of Arobinda Bhattacharya
On the East : 22 feet 8 inch. Haripada Biswas Sarani (Main Road East),
On the West : Land and house of Jitendra Nath Dutta

FIRST SCHEDULE-II

DISTRICT North 24 parganas, Police Station New Barrackpore, Sub-registry Office at Sodepur under the collector of North 24 parganas, pargana Calcutta situated at Mouza - Aharampur, J.L. No.- 35, Touzi No.- 1158, Re-Su No.- 97/98, R.S. Khatian No.- 392, R.S. Dag No.- 133, Corresponding to L.R. Dag No. 875, L.R. Khatian No. 1241 area of bastu land about 02 (two) kathas 08 (eight) Chittaks more or less within the local limits New Barrackpore Municipality, under Ward No.- 1, Holding No.- 214/ 2, Haripada Biswas Sarani (Main Road East), which is butted and bounded by :-

On the North : Land and house of Santosh Kr. Dutta & Jitendra Nath Dutta
On the South : 4 feet wide Municipal Road
On the East : 22 feet 8 inch. Haripada Biswas Sarani (Main Road East),
On the West : Land and house of Shyamal Indu

FIRST SCHEDULE-III

ALL THAT piece and parcel of **Bastu** Land measuring about 02 (two) Kathas be the same a little more or less together with all easement rights standing thereon comprised in R.S. Dag No.- 133, appertaining to Sabek Khatian No.- 392, R.S. Khatian No.- 15, corresponding L.R. Dag No. 874, L.R. Khatian No. 1774, situated at Mouza-Aharampur, J.L. No.- 35, Re-Su No.- 98, under Police Station New Barrackpore formerly Khardah, District North 24 Parganas, Kolkata- 700131, within the local limits of New Barrackpore Municipality, under Ward No.- 1, Holding No. 214/1, Haripada Biswas Sarani (Main Road East), which is butted and bounded by :-

On the North : Land of Jitendra Nath Dutta

On the South : Land of Molay Kanti Das and Pralay Kanti Das
On the East : Land of Khitish Chandra Dutta and 4' -0" wide
private common passage
On the West : Land of Kalpataru Roy Chowdhury

i.e. total area of bastu land measuring about 07 Kathas more or less, togetherwith **multi storied** building standing thereon known as **Jagadhatri Apartment** within the local limits New Barrackpore Municipality, under Ward No.- 1, amalgamated Holding No. 213/1, Haripada Biswas Sarani (formely Main Road East), total land is butted and bounded by :-

On the North : 8 feet Municipal Road
On the South : 4 feet Municipal Road
On the East : 22 feet 8 inch. Haripada Biswas Sarani
On the West : House of Jiterndra Nath Dutta and others

THE SECOND SCHEDULE ABOVE REFERRED TO

(Hear by sold the flat)

ALL THAT piece and parcel of the tiles flooring years old residential habitual **Flat No.-**, on the **Floor**, side having **Sq.ft.** super built up areas (..... Sq.ft. Covered area, Sq.ft. Carpet area) more or less , which is shown in the attached map marked with red bordar alongwith undivided proportionate share of the said land and right to use all common facilities, amenities and service area of the said building known as **Jagadhatri Apartment** upon the land mentioned in First Schedule hereinabove being Municipal Ward No.- 1 Holding No. 213/1, Haripada Biswas (formely Main Road East), P.O. & P.S.- New Barrackpore, Kolkata- 700 131, District- North 24 parganas, alongwith all easements, rights, title interests, possession, profits, whatsoever therein. Attached map, photo and finger prints of the parties are part of this deed and the same is Butted and Bounded:

BUTTED AND BOUNDED OF THE FLAT

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.
- 4) **BRICK WORK** : 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) **W.C** : One European commode with cistern, two bibcock, wall tiles upto door height.
- 8) **DOORS** : The door in toilets will be of PVC and the other doors will be water proof flush doors with wooden frame.
- 9) **WINDOWS** : Aluminium window (shutter) with pin head glass with steel grill.
- 10) **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.
- 11) **WATER** : Water will supplied through municipal water supply as usual norms by the Municipal Act.

- 12) **STAIR** : Stair facilities with marble finish.
- 13) **WALL COATS** : All the interior walls will be finished with a wall putty.
- 14) **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.

(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 maintenancem 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.

Smt. Mita Roy Chowdhury, Smt. Sanchita Roy Chowdhury, Smt. Chandana Roy Chowdhury, Smt. priti Bhattacharya, Sri Sujoy Bhattacharya, Smt. Balaka Biswas and Sri Debasish Bhattacharya represented by their Attorney Rudradeep Saha Roy & Tanay Ghosh Chowdhury.

Drafted by :

Chiradip Dhar

Advocate

Barasat Judge's Court

Printed by me :

S. Bhattacharjee

SIGNATURE OF THE OWNERS/

VENDORS FIRST PART

SIGNATURE OF THE DEVELOPERS/

SECOND PART

SIGNATURE OF THE PURCHASER/

THIRD PART

ACKNOWLEDGEMENT OF RECEIPT FOR CONSIDERATION MONEY

RECEIVED from the within mentioned Purchaser/purchasers the within mentioned sum of **Rs. / - (Rupees)** only in respect of the **flat** mentioned of the second schedule as per memo below:-

MEMO OF CONSIDERATION

a)	By way of	Rs.	
b)	By way of	Rs.	
	Total	Rs.....	

(Rupeesonly)

WITNESSES:-

1.

2.

**SIGNATURE OF THE DEVELOPERS/
SECOND PART**