

Deed of Conveyance

APARTMENT: "NILKANTHA" at SONAR
BHUBAN

BLOCK- "G" FLAT NO. , on the FLOOR
SUPER BUILT UP AREA SQUARE FEET

PURCHASER:-

This Deed of Conveyance being executed on this .

A M O N G

(1) SMT. MAYA RANI GHOSH, wife of Sri Paresh Chandra Ghosh, and (2) SMT. MONTY GHOSH, wife of Sri Anup Ghosh, both are by faith Hindu, by Nationality Indian, by occupation Business, residing at Manashatala Lane, Kumarpara, P.O. Kanchrapara, P.S. Bizpur, Dist. North 24-Parganas, Pin- 743145, West Bengal, here-in-after referred to as VENDORS represented by their constituted Attorney (by virtue of a registered **Development Agreement** being No. **I – 130300638, Dated 27.01.2022** and **Power of Attorney** being No. **I- 130300651, Dated 27/01/2022**, bind in Book No. I, for the year 2022, of the Office of Addl. Dist. Sub-Registrar at Kalyani, Dist. Nadia) SMT. MAYA RANI GHOSH, wife of Sri Paresh Chandra Ghosh, by faith Hindu, by Nationality Indian, by occupation Business, residing at Manasatala Lane, Kumarpara, P.O. Kanchrapara, P.S. Bizpur, Dist. North 24-Parganas, **Proprietress of P.M. ENTERPRISE**, having its registered Office at 172, Basanta Babu Road, P.O. Kanchrapara, P.S. Bizpur, Dist. North 24-Parganas, Pin- 743145 and presently at B-12/23(S), Kalyani, P.O. & P.S. Kalyani, Dist. Nadia, Pin- 741235 (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their respective heirs, executors, administrators, representatives, successors, successors-in-interest and assigns etc.) of the FIRST PART.

A N D

P.M. ENTERPRISE, a Proprietorship Firm, having its registered office at 172, Basanta Babu Road, P.O. Kanchrapara, P.S. Bizpur, Dist. North 24-Parganas, Pin- 743145 and presently at B-12/23(S), Kalyani, P.O. & P.S. Kalyani, Dist. Nadia, Pin- 741235, being represented by its **Proprietress:-** SMT. MAYA RANI GHOSH, wife of Sri Paresh Chandra Ghosh, by faith Hindu, by Nationality Indian, by occupation Business, residing at Manasatala Lane, Kumarpara, P.O. Kanchrapara, P.S. Bizpur, Dist. North 24-Parganas here-in-after called the PROMOTER / DEVELOPER (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include its successors, successors-in-Office, Administrators and assigns etc.) of the SECOND PART.

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AND

, residing at by
faith Hindu, by Nationality Indian, by occupation House-Wife, Service, here-in-after
referred to as the VENDEE (which expression shall unless excluded by or repugnant
to the context be deemed to mean and include their heirs, executors, administrators,
representatives and assigns etc.) of the THIRD PART.

WHEREAS one Sri Pradip Kumar Mukhopadhyay was the absolute
owner and possessor of ALL THAT piece and parcel of land measuring about
21 decimals, which is lying and situated at Mouza 57 No. Gram Kanchrapara,
comprised in C.S., R.S. and L.R. Dag No. 225, under L.R. Khatian No. 215/3,
within the limits of Kanchrapara Gram Panchayat, now Kalyani Municipality,
within the jurisdiction of the Office of Additional District Sub-Registrar at
Kalyani, Police Station Kalyani and another Sri Pranab Kumar Mukhopadhyay
was the recorded owner of ALL THAT piece and parcel of land measuring
about 26 decimals, which is lying and situated at Mouza 57 No. Gram
Kanchrapara, comprised in C.S., R.S. and L.R. Dag No. 225, under L.R.
Khatian No. 637, within the limits of Kanchrapara Gram Panchayat, now
Kalyani Municipality, within the jurisdiction of the Office of Additional
District Sub-Registrar at Kalyani, Police Station Kalyani, Dist. Nadia and
another Sri Prabir Kumar Mukhopadhyay was the recorded owner of ALL
THAT piece and parcel of land measuring about 20 decimals, which is lying
and situated at Mouza 57 No. Gram Kanchrapara, comprised in C.S., R.S. and
L.R. Dag No. 225, under L.R. Khatian No. 637, within the limits of
Kanchrapara Gram Panchayat, now Kalyani Municipality, within the
jurisdiction of the Office of Additional District Sub-Registrar at Kalyani, Police
Station Kalyani, Dist. Nadia and as per L.R. Settlement Record of rights
aforesaid Mukhopadhyay Brothers became the absolute owners of total area of
land measuring about 67 (21+26+20) decimals, P.S. Kalyani, Dist. Nadia.

WHEREAS Sri Anup Ghosh purchased ALL THAT piece and parcel of land measuring 7 Cottahs 7 Chhatak 29 Sq. Feet or 12.36 decimal *out of 67 decimals* from aforesaid Mukhopadhyay Brothers, by virtue of a registered Deed of Sale being No. I-1156 (Dated: 20/03/2006) Date of Execution and Registration 11/05/2004, bind in Book No. I, Volume No. 24, Page No. 149 to 158, for the year 2006, of the Office of Additional District Sub-Registrar at Kalyani, Dist. Nadia and Sri Anup Ghosh also purchased another Plot of Land measuring 8 Cottahs 1 Chhatak 32 Sq.Ft. or 13.40 decimal *out of 67 decimals* from aforesaid Mukhopadhyay Brothers, by virtue of a registered Deed of Sale being No. I-906, Date of Execution and Registration 11/05/2004, bind in Book No. I, Volume No. 19, Page No. 133 to 140, for the year 2006, of the Office of Additional District Sub-Registrar at Kalyani, Dist. Nadia and by virtue of the aforesaid two Sale Deeds being No. I- 1156 and I- 906, for the year 2006, Sri Anup Ghosh became the absolute sole owner of ALL THAT piece and parcel of land measuring 15 Cottahs 9 Chhataks 16 Sq.Ft. or 12.36 decimals.

AND WHEREAS aforesaid Anup Ghosh gifted an area of land measuring 12 Cottahs 8 Chhataks 29 Sq.Ft. or 9029 Sft. or 20.70 decimal, in favour of the present Vendors i.e. in favour of us, by a registered Deed of Gift, being No. I-1303 - 02451, Date of Registration 19/06/2015

bind in Book No. I, Volume No. 1303-2015, Page from 12721 to 12740, for the year 2015, of the Office of Additional District Sub-Registrar at Kalyani, Dist. Nadia.

AND WHEREAS by virtue of the aforesaid Deed of Gift being No. I-2451, for the year 2015, the present Vendors herein became the absolute joint owners and possessors of ALL THAT piece and parcel of land measuring 12 Cottahs 8 Chhataks 29 Sq.Ft. be the same a little more or less, which is morefully and particularly described in the Schedule below hereunder written and they have mutated their names in the Assessment Register of Kalyani Municipality and also recorded their names at present L.R. R.O.R. vide L.R. Khatian No. 1007 and 1561 and they enjoy the same free from all encumbrances by paying relevant taxes and rents before the authority concern regularly.

AND WHEREAS the present Land-Owners i.e. Smt. Maya Rani Ghosh and Smt. Monty Ghosh jointly agreed with the Developer: P.M. ENTERPRISE, having its registered office at 172, Basanta Babu Road, P.O. Kanchrapara, P.S. Bizpur, Dist. North 24-Parganas, Pin- 743145 and presently at B-12/23(S), Kalyani, P.O. & P.S. Kalyani, Dist. Nadia, Pin- 741235, represented by the Proprietress: SMT. MAYA RANI GHOSH, to construct the multistoried building on their below written schedule "A" property by virtue of a registered **Development Agreement** being No. I – 130300638, Dated 27.01.2022 and **Power of Attorney** being No. I- 130300651, Dated 27/01/2022, bind in Book No. I, for the year 2022, of the Office of Addl. Dist. Sub-Registrar at Kalyani, Dist. Nadia) SMT. MAYA RANI GHOSH, wife of Sri Paresh Chandra Ghosh, by faith Hindu, by Nationality Indian, by occupation Business, residing at Manasatala Lane, Kumarpara, P.O. Kanchrapara, P.S. Bizpur, Dist. North 24-Parganas, **Proprietress of P.M. ENTERPRISE**, having its registered Office at 172, Basanta Babu Road, P.O. Kanchrapara, P.S. Bizpur, Dist. North 24-Parganas, Pin- 743145 and presently at B-12/23(S), Kalyani, P.O. & P.S. Kalyani, Dist. Nadia, Pin- 741235

AND WHEREAS, by the strength of Development Agreement and Development Power of Attorney, the Promoter / Developer constructed a Five storied (G+4) building on the said land according to the Sanction Building Plan vide No. (3), Dated: 30/11/2021, by the competent Authority of Kalyani Municipality.

AND WHEREAS in terms and condition of the said Development Agreement and Development Power of Attorney, the Attorney *cum* Land Owner: Smt. Maya Rani Ghosh is entitled to sell out the residential Flats and Covered Parking to the built on the Schedule "A" land to intending purchaser or purchasers and to receive the consideration money from such intending purchaser or purchasers.

AND WHEREAS the said constructed land is not affected by the Urban Land Ceiling Regulation Act, 1976.

AND WHEREAS the Purchaser has inspected and satisfied of the Title Deeds of the Vendors in respect of the land in question and the Developer's Agreement and Development Power of Attorney and has not raised any objection with regard thereto.

AND WHEREAS the Purchaser has approached the said Developer for the purchase of one self-contained residential Flat No. " ", Block "G", on the Floor, at SONAR BHUBAN (NILKANTHA) measuring Super Built up Area Sq.Ft., which will be used for residential purpose constructed by the Developer in accordance with the sanctioned building plan, approved by the Kalyani Municipality, P.O. & P.S. Kalyani, Dist. Nadia.

AND WHEREAS the Developer herein agreed to sale and the Purchaser herein agreed to purchase the Flat No. " ", Block "G", on the Floor, measuring Sq.Ft. Super Built up Area and proportionate share of Land and Stair Case of the said building constructed lying and situated on the said land as described in the Schedule "A" within the limits of Kanchrapara Gram Panchayet, now under Kalyani Municipality which is fully described in Schedule 'B' herein below along with proportionate undivided share of land

herein after brevity's sake referred to as the said flat together with permanent hereditary and absolute right of use and occupation of the said Flat along with the other rights as per provisions of West Bengal Apartment Ownership Act, 1972.

AND WHEREAS the Developer have agreed to sell and the Purchaser herein have agreed to purchase the Flat denoted to be as Flat No. " ", Block "G", on the Floor, measuring Super Built up Area Sq.Ft. and proportionate share of land with other benefits as provision of the West Bengal Apartment Ownership Act. 1972 at a consideration value of Rs. (Rupees) subject to the terms and conditions herein after contained.

NOW THIS INDENTURE WITNESSETH AS FOLLOWS :-

1. That in consideration of the said sum of Rs. (Rupees only) paid by *the PURCHASER* to the said *Attorney cum Developer* herein in the manner as stated in the Memo of Consideration appended below (the receipt whereof the DEVELOPER does hereby admit and acknowledge) and do hereby grant, transfer, sale, convey, assign and assure to and unto and in favour of the PURCHASER free from all encumbrances ALL THAT a self-contained Residential Flat vide No. ' ' on the Fourth Floor *lying and situated at* "SONAR BHUBAN (NILKANTHA)" on ALL THAT schedule below piece and parcel of land measuring 20.70 Decimals in Dag No. C.S., R.S. & L.R. 225, under Khatian No. L.R. 1007 & 1561, at Mouza- Kanchrapara, being J.L. No. 57, under Kalyani Municipality, Ward No. 20, at Holding No. **F-57/225/H/I**, at Sonar Bhuban (C.M) within the jurisdiction of the Office of Additional District Sub-Registrar at Kalyani, Police Station Kalyani, Dist. Nadia AND TOGETHER WITH full ownership of the Fittings and Electrical Points of the said Flat and all internal walls within the said Flat TOGETHER WITH half of the thickness with all common walls of the said Flat TOGETHER WITH common right to use the paths, passages, drains, water, water courses and TOGETHER WITH undivided proportionate right, title and interest on

prorate basis in the impartable land of all ancient and other rights, liberties easement appendages appurtenances and estate right, title, interest, property claim whatsoever of the LAND OWNERS and/ or DEVELOPERS in the said FLAT free from all encumbrances to hold the same absolutely and forever situate lying at “SONAR BHUBAN (NILKANTHA)” on ALL THAT schedule below piece and parcel of land measuring 20.70 Decimals in Dag No. C.S., R.S. and L.R. 225, under Khatian No. L.R. 1007 and 1561, at Mouza Kanchrapara, being J.L. No. 57, under Kalyani Municipality, Ward No. 20, within the jurisdiction of the Office of Additional District Sub-Registrar at Kalyani, Police Station Kalyani, Dist. Nadia more-fully and particularly mentioned and described in the Schedule hereunder written AND ALL the *Estate* right, title, interest, claim and demand whatsoever of the LAND OWNERS and DEVELOPER into or upon the same and every part thereof TO HAVE AND TO HOLD the same unto and to the use of the PURCHASER, his heirs, executors, administrators assigns absolutely and forever TOGETHER WITH title, deeds, writings muniments and other evidences of title AND the LAND OWNERS and DEVELOPER doth hereby covenant with the PURCHASER, his heirs, executors, administrators, representatives.

2. And assigns that notwithstanding any Act, deeds or things hereto before done executed or knowingly suffered contrary to the LAND OWNERS and DEVELOPER and the DEVELOPER have all power and absolute authority to sell the said Flat in manner aforesaid AND the PURCHASERS shall hereafter peaceably and quietly hold possess and enjoy the said Flat in KHAS without any claim or demands whatsoever from the DEVELOPER and LAND OWNERS or any person claiming through or under them AND FURTHER THAT the DEVELOPER and LAND OWNERS, their heirs, executors, administrators or assigns to save harmless indemnify and keep indemnified the PURCHASERS, their heirs, administrators or assigns and from or against all *encumbrances* charges and equities whatsoever and the

LAND OWNERS, their heirs, administrators or assigns and the DEVELOPER further covenant that they shall at the request and cost of the PURCHASERS, their heirs, executors, administrators or assigns to do or execute or cause to be done or executed all such Lawful acts, Deeds and things whatsoever for further and more perfectly conveying and assuring the said property and every part thereof in manner aforesaid according to the true intent and meaning of this Deed.

That the ATTORNEY *cum* DEVELOPER as self and for and on behalf of the LAND OWNERS does hereby covenant with the 'PURCHASERS' as follows:

1. That the LAND OWNERS and DEVELOPER have absolute right, title, interest in the property sold and transferred herein and they have the power to sale out the same conveying full right, title and interest of the property to the 'PURCHASERS' above named.

2. That the said Unit shall be enjoyed and the rents and profits will be received there from by the 'PURCHASERS' without any interruption or disturbance by the LAND OWNERS and/or 'DEVELOPER' or any other person claiming through them.

3. That there are no encumbrances, charges, trust, lien, attachments, claims or demands whatsoever now subsisting on the property and that the same is not the subject matter of any suit or litigation or proceedings.

4. That the PURCHASERS shall be entitled to mortgage, sale or alienate the said Flat without any permission from anybody and shall also have the right to use and enjoy the same and the rents, issues and profits thereof.

5. That the ATTORNEY *cum* DEVELOPER for and on behalf of the LAND OWNERS shall carry on the entire Profit earned from selling of the Schedule below Flat and will pay the total tax, revenue and impositions by himself related to the said Flat to the authorized Department.

6. That the LAND OWNERS *and* DEVELOPER have not concealed or suppressed any materials or any defects in title.

7. That the property where on the building stands is not affected by the provisions of the urban Land (Ceiling and Regulations) Act, 1976.

THE PURCHASERS DOES HEREBY COVENANT WITH THE DEVELOPER *and* LAND OWNERS:

a. That the PURCHASERS shall carry and perform the obligations and duties imposed and/or to be imposed on him and the rules and/or by laws framed and to be framed there under and/or by the Managing Committee, to be constructed for looking after the management, administration and maintenance of the general common areas and facilities / amenities, which shall be applicable to all the purchasers of the Flats in the said complex.

b. That the 'PURCHASERS' shall pay Municipal taxes, charges, levies and imposition payable from time to time by the 'PURCHASERS' as owners and occupiers of the said unit/flat, as and when becomes due and payable, and shall in addition thereto also pay all other liabilities, charges for repairs, maintenance and replacement payable by the 'PURCHASERS' under the rules and/or bye-laws framed or to be framed there under and/or as may be imposed *as maintenance* and management *charges* by the Managing Committee, to be constructed for looking after the management, administration and maintenance of the common areas and facilities / amenities along with other owners of other Flats in the said complex.

c. That the proportionate undivided interest of the 'PURCHASERS' in the common areas and facilities / amenities shall not be transferable except along-with the said unit hereby transferred and shall be deemed to be conveyed or encumbered with the said unit even though the same is not expressly mentioned in any future conveyance or instrument of transfer.

d. That the 'PURCHASERS' shall maintain all the structure, fixtures, installations and facilities within complete unit hereby transferred, i.e. Flat areas, except natural wear and tear.

e. That the 'PURCHASERS' shall use the said Flat only for Residential purposes.

f. That the 'PURCHASERS' shall not do themselves nor shall allow or permit any person to store any goods, articles of things in the said Flat and common areas and places of the said complex and shall not do any act causing the blockage of common passage, road and other common areas and places of the said complex or of any portion thereof nor shall he allow any person to do the same.

g. That the complex of which the property is sold hereby with the common areas and facilities appertaining thereto shall be under the management of the society to be formed by the owners of the units and such society shall be responsible for the maintenance of the structure installations and common areas and facilities etc. appertaining to the complex as mentioned in the third schedule hereunder written.

h. That the DEVELOPER shall have no liability or responsibility for the maintenance and or management of all common areas, structures, fixtures, installations, and facilities of the complex including operation, repair and replacement thereof.

i. That the DEVELOPER *and* LAND OWNERS shall render all possible help *and co-operations to the Purchaser* for the *purpose of mutation* of the Purchaser's name in the Assessment records of the Kalyani Municipality concerning the said Flat.

j. That the DEVELOPER *and* LAND OWNERS herein have relinquished their all right title, interest, demand or claim whatsoever they have in respect of the Second Schedule property in favour of the Purchasers.

However, from this day the 'PURCHASERS' will have every right, title and interest which the party of the First Part is possessed of regarding the Flat mentioned and described in the Second schedule below.

It is also mentioned that the Flat Owners' Association or Society, as the case may be, would jointly maintain the building and the cost of

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such maintenance shall be borne proportionately by the Flat Owners of this Complex.

– :: SCHEDULE “A” REFERRED TO ABOVE :: –

ALL THAT piece and parcel of land measuring 12 Cottahs 8 Chattaks 29 Sq.Ft. or 9029 Sq.Ft. or 20.70 decimal be the same a little more or less, which is lying and situated at Mouza 57 Gram Kanchrapara, being J.L. No. 57, Khatian No. L.R. 1007 and 1561, Dag No. C.S., R.S. & L.R. 225, under Kanchrapara Gram Panchayet, *now Kalyani Municipality, Ward No. 20, Sonar Bhuban (C.M), Holding No. F-57/225/H/I*, within the Office of A.D.S.R., Kalyani, P.S. Kalyani, Dist. Nadia, annual rayati rent payable to the Collectorate of Nadia, **which is butted and bounded by:—**

ON THE NORTH	:-	06 ft. wide Road;
ON THE SOUTH	:-	Bager Khal;
ON THE EAST	:-	Sonar Bhuban Block “F”
ON THE WEST	:-	Land in Dag No. 227.

– :: SCHEDULE “B” REFERRED TO ABOVE :: –

ALL THAT one self-contained Flat No. “ ”, Block- “G” in the Floor, Covered Area Sq.Ft. (Super Built up area Sq.Ft.) [Floor Type– Tiles] consisting of Bed Rooms, One Dining cum Drawing cum Kitchen, Toilet, *and* one Balcony including proportionate share of stair case of the building along-with proportionate share of underneath land fully described in the Schedule ‘A’ hereinabove and together with all rights of common areas and facilities and amenities constructed at SONAR BHUBAN (NILKANTHA) at Gram Kanchrapara, *under Kalyani Municipality, Ward No. 20, Sonar Bhuban (C.M), Holding No. F- 57/225/H/I*, Police Station Kalyani, Dist. Nadia.

The said Flat is butted and bounded by :-

ON THE NORTH	:-	.
ON THE SOUTH	:-	.
ON THE EAST	:-	.
ON THE WEST	:-	.

– :: SCHEDULE “C” REFERRED TO ABOVE :: –
[COMMON AREAS & COMMON FACILITIES]

- (i) Entrance and Exits to the said Premises and the said Building;
- (ii) Boundary Walls and main gate of the said Building;
- (iii) The ultimate roof terrace of the said Building;
- (iv) Drainage and sewerage lines and other installations;
- (v) Staircase, lift, lift room, stair head room, staircase landings, lobbies on all the floors, entrance lobby, electric/utility room and pump room etc.;
- (vi) 24 hours water supply system, pump room, water reservoir together with all common plumbing installations for carriage of water in the said Building;
- (vii) Courtyard, passage ways, corridors, ducts, service areas etc.;
- (viii) Common garage facility for one two-wheeler vehicle;
- (ix) Such other Common Parts, areas, equipment, installations, fittings, fixtures and spaces, in or about the said Premises and the said Building as are necessary for passage and user of the Flats/Units in common by the Co-Owners.

FOURTH SCHEDULE ‘D’ REFERRED TO ABOVE
(COMMON EXPENSES)

- (i) All costs of maintenance, operating, replacing, white washing, painting, re-building, re-constructing, decorating, re-decorating and lighting in the common parts and also the walls, outer walls of the Building.
- (ii) The Salaries of all persons employed for the said purpose.
- (iii) Insurance Premium for insurance the building against earth quake, fire, lightning mob, violence civil commotion damage etc.
- (iv) Municipal Taxes, multi-storied building tax other outgoings save those separately assessed on the respective Flat/Unit.
- (v) All charges and deposits for suppliers of common facilities and utilities.
- (vi) Cost and charges of establishment for maintenance of the building and for watch ward staff.
- (vii) Office expenses incurred for maintenance the office for common expenses.

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The annexed Site Plan and annexed Sheet containing coloured photographs along with finger impression of the Developer and the Purchasers have been furnished in the separate sheet, which is a Part of this Document.

IN WITNESS WHEREOF all the parties have put their respective hands and seals on this day, month and year first above written.

Signed, sealed and delivered by
the Parties in the presence of :-
[1]

self and as constituted
Attorney for and on behalf of
Monty Ghosh.
[*Signature of the Vendors*]

[2] _____

For P.M. ENTERPRISE

Proprietor.

[*Signature of the Developer*]

Drafted by me and
Printed in my Chamber :-

[1] _____

[2] _____

Signature of the Buyers.

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- :: MEMO OF CONSIDERATION :: -

Received the Consideration money of Rs. 16,50,000/= (Rupees Sixteen lakh Fifty thousand only) from the above-named Purchasers in the following manner:-

On	Rs.	by
On	Rs.	By
On	Rs.	by
On	Rs.	by

T O T A L

Rs.

Signature of the Developer.

