

DRAFT  
DEED OF CONVEYANCE

THIS DEED OF CONVEYANCE made this the                      day of

BETWEEN

For Chakraborty Construction

*Sojal Chakraborty*  
Proprietor

Alok Kumar Ghosh  
Alok Kumar Ghosh.  
Ashis Kumar Ghosh  
Suren Ghosh

- ContdP/2

1) SRI ASOK KUMAR GHOSH, Pan No. AYSPG0319G, Aadhaar No.3536 9754 1931, Voter I.D.Card No.XVM2110807, 2)SRI ALOK KUMAR GHOSH, Pan No.AYBPG3300L, Aadhaar No.6239 7178 5490, Voter I.D.Card No.XVM2096964, 3) SRI ASHIS KUMAR GHOSH, alias Ashish Ghosh, Pan No.AYSPG0257F, Aadhaar No.9518 5975 9898, Voter I.D.Card No.WB/20/ 134/525049, all are S/o Sri Dilip Kumar Ghosh, all are residing at-178, Vivekananda Road, 4) SRI SUVENDU GHOSH, Pan No. DROPG8507G, Aadhaar No.4971 3437 1709, Voter ID No.XVM 2388601, S/o Late Kalipada Ghosh, residing now at 178 previously 178/1 Vivekananda Road. All are P.O. NewBarrackpur, Present P.S.-NewBarrackpur Previously Ghola (Khardah), Kolkata -700131, District- North 24 Parganas, all are by faith - Hindu, by Nationality – Indian, by Occupation–S.L. No.1 Business rest are Service, referred to as the VENDORS/LAND OWNERS(Which expression shall unless excluded by or repugnant to the context be deemed to include their heirs, executors, administrators, representative and assigns) of the FIRST PART.


- AND -

The Vendors/Owners herein represented through their Constituted Attorney SRI SAJAL CHAKRABORTY, Son of Late Satikanta Chakraborty, residing at-227/1, Station Road East, (2No .Municipal Market), Ward No.3, P.O.-NewBarrackpur, Present P.S.-NewBarrackpur, Previously-Ghola (Khardah), Kolkata-700131,District- North 24 Parganas, Pan No.ADXPC3443K, Aadhaar No.8354 4932 9449, Voter Card No.XVM2088433 by virtue of a registered Development Power of Attorney execution and registered on 16/03/2023 which was recorded in Book No. -I, Volume No.1501/2023, Pages 70461 to 70488, being/Deed No.150102035 in the year 2023 registered at.D.S.R-1.North 24 Parganas, Barasat.

AND

CHAKRABORTY CONSTRUCTION represented by its Proprietor SRI SAJAL CHAKRABORTY, Son of Late Satikanta Chakraborty, having its office and residing at-227/1 Station Road East, (2No. Municipal Market), P.O. NewBarrackpore, Present P.S. - NewBarrackpur, Previously-Ghola(Khardah), Kolkata-700131, Dist-24 Pgs(N), Pan No.ADXPC3443K. Aadhaar No.8354 4932 9449, Voter ID. No.XVM2088433, by faith - Hindu, by Nationality – Indian, by Occupation– Business, hereinafter called the PROMOTER/

For Chakraborty Construction  
Hindu, by Nationality – Indian, by Occupation– Business, hereinafter called the PROMOTER/

 Proprietor

DEVELOPER (Which expression shall unless excluded by or repugnant to the context be deemed to include his heirs, excluded, administrators, representative and assigns of the SECOND PART.

AND

I, \_\_\_\_\_, Pan No. \_\_\_\_\_, Aadhaar No. \_\_\_\_\_,  
Voter Card No.- \_\_\_\_\_, S/D/W/o \_\_\_\_\_ residing at- \_\_\_\_\_

\_\_\_\_\_ by-faith- \_\_\_\_\_ by Nationality- \_\_\_\_\_ by  
Occupation- \_\_\_\_\_ hereinafter called and referred to as the PURCHASER/S (Which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his/her/their heirs executors, administrator, legal representatives and assign) of the THIRD PART.

WHEREAS that the VENDORS/ LAND OWNERS jointly and are lawfully seized and possessed or is otherwise well and sufficiently entitled to a piece and parcel of land measuring more or less 3 (Three) Cottahs 3 (Three) Chitack 32(Thirty Two) Sqft out of which one Bastu land measuring an area 2 (Two) Cottah 11(Eleven) Chitacks 32 (Thirty Two) Sqft being Municipal holding No.178 and another land measuring about 8(Eight) Chitack) more or less in Municipal Holding No.178/1, both are lying and situated in Mouja-Masunda, J.L. No.34, Resa No.96, Touji No.169, Khatian No.2010, C.S. Dag No.987, 988, 989, R.S. Dag No.987/3564. 988/3569, 989 (as per parcha) Now R.S. Dag No. 3564,3569,989(P) (as per online Website), L.R. Dag No.3102, L.R. Khatian No.993,2010,62, Ward No.3, NewBarrackpore Municipality, Present P.S NewBarrackpur Previously- Ghola(Khardah), Sub- Registry Office presently -Sodepur, previously- Barrackpore, Kolkata-700131 Dist- North 24 Parganas morefully and particularly described in "A" schedule herein.

WHEREAS that the land measuring more or less 5 Cottahs or equivalent to 8 ¼ decimal more or less lying and situated in Mouja- Masunda, J.L. No.34, Khatian No.2010,C.S. Dag

For Chakraborty Construction

*Sajal Chakraborty*

Proprietor

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No.987, 988, 989, R.S. Dag No.987/3564. 988/3569, 989 (as per parcha) Now R.S. Dag No. 3564,3569,989(P) (as per Website/deed) L.R. Dag No.3102, L.R. Khatian No.993,2010,62, being Municipal Holding No.178, Ward No.3, under NewBarrackpore Municipality was allotted in favour of the Executant's Grandmother Hiran Bala Ghosh (now deceased) W/o Lt Harendrnath Ghosh as refugee by the NewBarrackpore Co-operative Homes Limited in the year of 12/3/1953, but at that time the NewBarrackpore Co-operative Homes Ltd had no power to execute any deed. After getting the aforesaid land, the Hiran Bala Ghosh seized and possessed over the same by making kutchra building thereon and started to reside thereon with her family members. During her exclusive physical possession, the Hiran Bala Ghosh died leaving her only two son a) Dilip Kumar Ghosh and Kalipada Ghosh (now deceased) as her legal heirs and successors in respect of the aforesaid property. Prior to her death, her husband Harendranath Ghosh was died. After death of Hiran Bala Ghosh, her two son the Dilip Kumar Ghosh and Kalipada Ghosh mutated their name in the local municipality and admitted as a members of the NewBarrackpore Co-operative Homes Limited. In the mean time, the NewBarrackpore Co-operative Homes Limited obtained power to issue deed to their Allottee or legal heirs of allottees. Subsequently the Dilip Kumar Ghosh and Kalipada Ghosh being the legal heirs of Hiran Bala Ghosh as well as being the members of the NewBarrackpore Co-operative Homes Limited got the aforesaid plot of land in two part one is identification plot No.(A) land measuring about 2 (Two) Cottah 11(Eleven) Chitacks 32 (Thirty Two) Sqft vide Holding No.178 in the name of Dilip Kumar Ghosh the father of the EXECUTANT/Land owner No.1 to 3 herein by virtue of a registered deed of Conveyance which was recorded in Book No.-1, Volume No.16, Pages from 202 to 209, being/deed No.662 for the year 1999,and another is identification plot No(B) land measuring about 2 (Two) Cottah 11(Eleven) Chitacks 25(Twenty Five) Sqft vide Holding No.178/1 in favor of Kalipada Ghosh (now deceased) father of the Executant/Land Owner No.4 herein by virtue of a registered deed of Conveyance dt 02/02/1999, recorded in Book No.1, Volume No.10, Pages from 137 to 144, being/deed No.653 for the year 1999 both registered at D.S.R-1,North 24 Parganas, Barasat.

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WHEREAS by virtue of a registered deed of Conveyance being/deed No.662 for the year 1999dt the Dilip Kumar Ghosh father of the/Land owner No.1(One) to 3(three) become the owner of the Bastu land measuring about 2(Two) Cottahs 11(Eleven) Chitacks 32 (Thirty Two) Sqft being identification plot No.(A) being Municipal Holding No.178, Ward No.3, under NewBarrackpore Municipality and started to reside thereat with his family members by paying rates and taxes.

AND WHEREAS, during his exclusive physical possession, the Dilip Kumar Ghosh transferred/donated the aforesaid Bastu land measuring about 2(Two) Cottahs 11(Eleven) Chitacks 32 (Thirty Two) Sqft being identification plot No.(A) lying and situated in Mouja-Masunda, J.L. No.34, R.S. Khatian No.2010, C.S. Dag No.987, 988, 989, R.S. Dag No.987/3564. 988/3569, 989 (as per parcha) Now R.S. Dag No. 3564,3569,989(P) (as per Website/deed) L.R. Dag No.3102, L.R. Khatian No.993,2010,62, being Municipal Holding No.178, Ward No.3,under NewBarrackpore Municipality the part of the A schedule Property herein in favour of the LAND OWNERS No.1(One) to 3(Three) by virtue of a registered Gift deed executed on 12/12/2022 and registered on 13/12/2022, registered at D.S.R.-I, North 24 Parganas, Barasat, recorded in Book No.I, Volume No.1501/2022, Pages from 355679 to 355706, being/deed No.150110203 /2022 and delivered possession thereon.

WHEREAS the LAND OWNERS No.1(One) to 3(Three) after accepting the aforesaid gift from their father, they become the absolute owner of the aforesaid Bastu land measuring about 2 (Two) Cottah 11(Eleven) Chitacks 32 (Thirty Two) Sqft being identification plot No.(A) being Municipal Holding No.178, Ward No.3,under NewBarrackpore Municipality which is the part of the A schedule Property herein and mutated their name in the local municipality and they are in exclusive physical joint possession over the same without any disturbance from any corner of the aforesaid land.

WHEREAS that another brother Kalipada Ghosh (now deceased) got the adjacent another Bastu land measuring about 2(Two) Cottah 11(Nine) Chitacks 25 (Twenty Five)Sqft being identification plot No.(B) lying and situated in Mouja- Masunda, J.L. No.34, R.S. Khatian No.2010, C.S. Dag No.987, 988, 989, R.S. Dag No.987/3564. 988/3569, 989 (as per parcha),

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S. Raj Chakraborty



Now R.S. Dag No. 3564, 3569 989(P)(Website/ deed), L.R.Dag No.3102, L.R. Khatian No.993,2010,62, Holding No.178/1, Ward No.3 of NewBarrackpore Municipality from the NewBarrackpore Co-operative Homes Limited by virtue of a registered deed of Conveyance dt 02/02/1999, recorded in Book No.1, Volume No.10, Pages from 137 to 144, being/deed No.653 for the year 1999. Since getting the said land the Kalipada Ghosh (now deceased) mutated his name in the local municipality and constructed the pucca building thereon and started to reside therein with his family members by paying rates and taxes till his death.

WHEREAS during his exclusive physical possession over the aforesaid land, the Kalipada Ghosh transferred few land in favour of third parties and after transferred, the remaining land measuring about 8 (Eight) Chittack more or less was/is in possession till his death by paying rates and taxes in his name. Thereafter during his exclusive physical possession, over the above property land measuring about 8 (Eight) Chittack more or less, the said Kalipada Ghosh was died on 24/10/2001 leaving behind his wife Juthika Rani Ghosh (now deceased), and there son Krishnendu Ghosh (now deceased being unmarried) and Dibendu Ghosh (now deceased being unmarried)and Suvendu Ghosh the VENDOR/Land Owner No.4 herein as his legal heirs and successors in respect of the property left behind their predecessor Kalipada Ghosh. Thereafter out of three son one son Krishnendu Ghosh was died on 19/02/2009 being unmarried and thereafter another son Dibendu Ghosh was died on 24/06/2009 being unmarried and thereafter their mother Juthika Rani Ghosh was also died on 10/11/2011. Subsequently Suvendu Ghosh the /LAND OWNER NO.4 herein became the absolute owner of the property land measuring about 8 (Eight) Chittack more or less alongwith structure thereon being Municipal Holding No.178/1, present Ward No.3 of the NewBarrackpore Municipality. The said property is the remaining part of the 'A' Schedule property herein, and his name was duly mutated in the local municipality and he is in exclusive physical possession over the said property by paying rates and taxes uptodate without any disturbance from any part/corner of the said plot of land.

AND WHERAES the Land Owners become the absolute the joint owner and exclusive physical possession over the property specifically mentioned in Schedule "A" hereunder

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*Sajal Chakraborty*

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written and they have got every right to sell, transfer, mortgage etc the same to third party and also got every right to develop, or execute any agreement in respect of the property describe in SCHEDULE 'A' with others the aforesaid land describe in SCHEDULE 'A' is free from all acts manners of encumbrance, attachment, lien, charges mortgage litigation whatsoever and the Vendors/Land owners have got marketable title upon the said property and the VENDORS/LAND OWNERS have also acquired good right title interest and possession over the said property.

AND WHEREAS the VENDORS/OWNERS the FIRST PART herein jointly take a decision to raise/construct a multi-storied building on the said land describe in Schedule 'A' for residential and commercial purpose after obtaining proper sanctioned plan from the NewBarrackpore Municipality, and to that effect they Jointly amalgamated their aforesaid two holding into one i.e amalgamated HoldingNo.178 from the NewBarrackpur Municipality and they become the joint owners of the above land measuring about 3 Cottahs 3 Chitack 32 Sqft more or less, but due to financial incapability and paucity of cash money of the VENDORS, they expressed their incapability to raise/construct the multi-storied building and for which the Vendors approached to a reputed DEVELOPER CHAKRABORTY CONSTRUCTION herein the party of the SECOND PART herein in respect of the land morefully and particularly described in SCHEDULE 'A' hereunder written, The DEVELOPER consider and have hereto agreed to construct a multi-storied building consisting of Several FALT/UNIT/SHOP/APARTMENT/GARAZE etc at his own cost and expenses after obtaining the sanctioned building plan from the concerned NewBarrackpur Municipality in the name of the Vendors and to that effect they entered into a registered Development agreement dated 16/03/2023 under certain terms and condition mentioned therein by and between the FIRST PART & SECOND PART herein, which was duly executed and registered at the office of the D.S.R—I, North 24 Parganas, Barasat and recorded in Book No.I, Vol No.1501/2031, Page No.70489 to 70520, being No.2019 (150102019) for the year 2023. AND on the same day i.e. on 16/03/2023 the

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Vendors/Owners herein executed and registered Development Power of Attorney unto and in favor of the Developer/Promoter SRI SAJAL CHAKRABORTY, Proprietor of Chakraborty Construction to do all things deeds and acts in their name and on their behalf for the purpose of construction of said (G+4) multi-storied building including to do all acts and sell and/or any kind of transfer the Flat /Apartment /unit/Shop/Garage etc in respect of Developer's allocation of the proposed multi-storied building in favour of any purchaser/purchasers and also received the earnest money to that effect. The said Development Power of Attorney being No.2035(150102035) /2023, which was registered at the office of the D.S.R.-I, North 24 Parganas. Barasat.

WHEREAS in the aforesaid Development agreement, it was agreed that the VENDORS/ Owners the FIRST PART herein jointly shall get three Flats and cash money as Owner's allocation from the Developer as follows :-

FOR VENDOR/ LAND OWNER NO.1 to 3

- a) Two separate residential use FLAT in Second Floor and cash money rupees Six Lakh from the Developer

FOR VENDOR/ LAND OWNER NO.4 (CHANDRA CHAKRABORTY)

- b) One residential FLAT measuring 300-350 sqft as super built up area in Ground Floor as owner's allocation from the Developer .

and the PROMOTER/DEVELOPER shall get entire balance area as Promoter/Developer's allocation in the project constructed by the Developer at his own cost and expenses, including proportionate right, interest in "A" schedule property. It was further agreed that the Vendors/Owners shall have no right, title and interest in the Promoter/Developer's allocation and at the request of Developer the SECOND PART herein, the Vendors shall execute and registered all type of transfer deeds in respect of Flat/ Apartments /Shop/Garage etc. together with proportionate share in "A" schedule property in favor of intending purchaser/purchasers as may be mentioned by the Promoter/Developer.

WHEREAS in pursuance of the Development agreement and being empowered as the Power of attorney holder the DEVELOPER got a sanctioned plan from NewBarrackpore Municipality for construction of (G+4) storied building on the said land mentioned in FIRST

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SCHEDULE "A" and on the basis of the said sanctioned plan, the Developer herein started to construct the G+4 multistoried building under name and style "AARUSHI APARTMENT" over the land described in the FIRST SCHEDULE 'A' at his own cost and expenses consisting the several types of self-contained independent Flat/Unit/ Apartment /Shop / Garage etc

AND WHEREAS the Vendor/Owners cum Developer declare that such property is free from all encumbrances, charges, lien, mortgages, litigations, attachments, trust, acquisition and requisition proceedings and other litigations and liabilities etc whatsoever and good marketable title.

WHEREAS the VENDORS CUM DEVELOPER herein being in their khas possession thereof or otherwise well and sufficiently entitled to the same and declared to sale a self contained residential FLAT measuring more or less \_\_\_\_\_ Sq.ft lying at the \_\_\_\_\_ FLOOR of the building out of Developer's allocation alongwith Undivided Proportionate share of the said Land, attributable to the said Flat & also all fittings and fixtures AND undivided proportionate rights, liberties & shares of all Common Areas AND of all common facilities, benefits, Privileges, liberties and amenities, belonging to the said building on ownership basis to the PURCHASERS herein more-fully described in the "Second or B Schedule hereunder written fixing the price for the above FLAT at Rs. \_\_\_\_\_ only considering the said price as the market price for the present. And the PURCHASERS of this Deed agreed to purchase the said 'B' Schedule Property at the said consolidated price of Rs \_\_\_\_\_ only.

NOW THIS DEED WITNESSETH AS FOLLOWS:-

THAT in pursuance of the verbal discussion, the Developer received the total consideration of Rs. \_\_\_\_\_ only before the execution of these presents (the receipt whereof the Developer hereby admit

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*Sajal Chakraborty*

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and acknowledge as hereunder mentioned in the Memo of Consideration) the Vendors cum Developer respectively of the 'B' Schedule Property do hereby indefeasibly grant, convey, sale, transfer, assign and assure unto and to the use of the said PURCHASERS ALL THAT the said "B" Schedule Property including all structures, fittings, fixtures, lights, liberties, privileges with all rights of egress and ingress & all easement right including all right, title, interest, possession, profits, claims, demands whatsoever of the Vendors cum Developer into or upon the said "B" Schedule Property and every part thereof TO HAVE AND TO HOLD the said "B" Schedule Property and every part thereof do hereby sold, conveyed and transferred including handover the possession of the same by the Vendors cum Developer in favour of the Purchasers including their legal heirs, executors, administrators, successors, legal representatives and assigns, absolutely and forever. That the said "B" Schedule Property had not been sold, gifted, leased, rented, mortgaged, conveyed, transferred, in any way, either by the Vendors cum Developer before this deed. That the Vendors and Developer do hereby covenant with the Purchasers that notwithstanding any acts, deeds hereto-before done, executed or knowingly suffered to the contrary, the Vendors cum Developer are now lawfully seized and possessed on the said "B" Schedule Property as its absolute owner & possessor respectively and there is no Suit or dispute or Case pending in any Court in respect of the said Schedule Property, which is being free from all encumbrances attachments, liens, charges or defects whatsoever. That the Vendors cum Developers have full power and absolute authority to sell, convey and transfer the said "B" Schedule Property in any manner aforesaid. That the PURCHASERS including their legal heirs, executors administrators, successors, legal representatives & assigns, shall hereafter peaceably and quietly hold, possess and enjoy the said "B" Schedule Property as its absolute Owner and Possessor with absolute right to sell, transfer, gift, mortgage, lease, convey whatsoever as its absolute Owner and Possessor without any lawful eviction, claim, interruption, demand whatsoever

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Proprietor



from the Vendors cum Developer or their legal heirs or from any Party or Parties claiming through or under him. That the Vendors cum Developer do hereby covenant with and confirm the PURCHASERS to save the said "B" Schedule Property harmless and shall at all times hereafter indemnify and keep indemnified the PURCHASERS from or against all losses, damages, encumbrances, charges whatsoever. That the Vendors cum Developer shall at the request and at the costs of the Purchasers do or execute or cause to be done or executed all such lawful acts, deeds for further and more perfectly conveying and assuring the "B" Schedule Property and every part thereof in any manner aforesaid according to the true intent and meaning of this deed. That the Vendors cum Developer covenant with and confirm the PURCHASERS that simultaneously with the completion of this purchase, the peaceful vacant possession of the said "B" Schedule Property AND true copies of all Deeds, Documents, Evidences of Title, Papers related to the said Flat and sanctioned building plan of the said Building or Premises handed over or delivered by the Vendors cum Developer to the Purchasers herein absolutely and forever. That the Purchasers shall be at liberties and privileges to enjoy all rights of egress and ingress including all Easement rights over, through and along with adjacent Common Passage, Common areas and Public Road, and the purchaser has/have got every rights and liberties to make all arrangements for Electric, Telephone, Gas, other connections etc. through pipe lines etc , & Drainage system over, through and along with the said common areas, passages and public Road, to and from the said Second Schedule Property. That the Vendors cum Developer shall, from time to time and at all times hereafter upon every reasonable request and at the costs of the Purchasers, produce or cause to be produced to the Purchasers at any Trial, hearings, commissions, examinations or otherwise as occasions shall require, all or any of the Deeds, documents, sanctioned Building Plan, in original, relating to the said Schedule Property.

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Saya Chakraborty

Proprietor

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AND if any error or omission is found in this deed in future, the Vendors cum Developer shall bound at the cost and request of the Purchasers do and execute or cause to be done and executed any short of Declaration /rectification or any Supplementary Deed or necessary affidavit in favour of the Purchasers in order to establish the right title and interest of the Purchasers in the said property.

IT IS HEREBY DECLARED BY THE VENDORS CUM DEVELOPER AS FOLLOWS

1. That the PURCHASERS shall be entitled to sell, gift, mortgage, lease, convey or otherwise transfer the said "B" Schedule Property to any Party or Parties without any consent of the Vendors cum Developer or without any consent of any other Co-Owners of the said Building.
2. That the Purchasers' undivided proportionate share, right, title, interest, possession, claim, demand in the Land of the said Premises underneath the said Building, shall remain joint for all times with the other Co-Owners of the said Building, which is impartibly.
3. That the Purchasers shall have all rights and liberties to mutate their name as Owner and Possessor in respect of the said "B" Schedule Property in the records of the NewBarrackpur Municipality and/or any other competent authorities and/or legal authorities, in such event, this Deed shall be treated as the full and final consent of the Vendors cum Developer for the purpose of such mutation and separate assessment and etc.
4. That the Purchasers shall be liable to pay directly to the NewBarrackpur Municipality to any other competent authorities, legal authorities, in respect of the said Second or "B" Schedule Property towards payments of the Owner's share and Occupier's shares of rates, taxes, land revenues and other outgoing charges for the said "B" Schedule Property. That so long as the "B" Schedule Property shall not be separately assessed in the name of the Purchasers for the purpose of above noted charges, in such event, the Purchasers shall pay proportionate share of the above-noted charges as levied on the said Schedule Property, on and from the date of registration of this

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Deed Construction  
For Ghakraborty

Sajal Baral  
Proprietor



5. That the Purchasers shall have all rights and liberties of erecting Scaffoldings at the Common areas of the said Building and the said Premises, for repairing, maintenances, white-washing, paintings, decorating, plastering, renovating, constructions in respect of the "B" Schedule Property.
6. That the Purchasers shall have full and absolute rights, liberties and privileges to use in common with the other Co-Owners of the said Building in respect of proportionate shares of all common rights, facilities, liberties, privileges and common amenities belonging to the said Building and belonging to the said Premises, more-fully described in the THIRD SCHEDULE, hereunder written.
7. That at the specified place in the said Building, the Purchasers shall have all rights and liberties to take Electric Meter in their joint/single name for the said "B" Schedule Property at their own costs and expenses, in such event, this Deed shall be treated as the full and final consent of the Vendors cum Developer for the said purpose moreover the Vendors cum Developer shall have no objection or claim or demand for the same.
8. That all expenses for maintaining, repairing, plastering, painting in respect of External Walls and common structures of the said Building AND all expenses for running and operating all common Machineries, equipment's including all costs and all expenses for maintenances and repairing thereof, shall be proportionately borne by the Purchasers with the other Co-Owners of the said Building.
9. That the Purchasers shall pay regularly from time to time, from the date of delivery of possession of the said Flat, proportionate share of all expenses described in the THIRD SCHEDULE hereunder written AND the Purchasers shall keep the said Flat describe in "B" Schedule in good substantial repairs and in habitable conditions and to keep the said Flat free from any damage, injury, harm or destruction.

THE FIRST or 'A' SCHEDULE ABOVE REFERRED TO

ALL THAT piece and parcel; of BASTU land measuring an area of total 3(Three) Cottahs 3(Three)Chitack 32(Thirty Two) Sqft (more or less) out of which

Bastu Land area 4 (Four) Chitack 16 (Sixteen) Sqft more or less in C.S.Dag No.987,

For Chakraborty Construction Co. Pvt. Ltd. R.S. Dag No.987/3564 (Parcha) now R.S. Das No.3564 (Online website)

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AND Bastu Land area 9(Nine) Chitack 23 (Twenty Three) Sqft more or less in C.S.Dag No.988, R.S.Dag No.988/3569(Parcha) now R.S. Das No.3569 (Online website)

And Bastu Land area 2(Two) Katha 5(Five) Chatack 38(Thirty Eight)Sqft more or less in C.S.Dag No.989, R.S. Dag No.989(P) (as per Parcha & Online website)

Totaling 3(Three) Cottahs 3 (Three) Chitack 32(Thirty Two) Sqft more or less alongwith one G+3/4 storied pucca building under name and style as Aarushi Apartment thereon shall be erected lying and situated in Mouja- Masunda, J.L. No.34, Resa No.96, Touji No.169, R.S.Khatian No.-2010, C.S. Dag No.987, 988, 989, R.S. Dag No.987/3564 988/3569, 989(p) (as per parcha) Now R.S. Dag No.3564, 3569, 989(P) (as per Website), L.R. Dag No.3102, L.R. Khatian No.993, 2010, 62, Holding No.178(after amalgamated) (Previous Holding No.178 & 178/1), adjacent 20 feet wide wide Vivekananda Road, Ward No.3, within the local limits of NewBarrackpore Municipality, Present P.S.-NewBarrackpur Previously- Ghola(Khardah), Sub-Registry Office presently –Sodepur, previously- Barrackpore, Kolkata-700131, District North 24 Parganas which is butted and bounded by –

Butted and Bounded by

ON THE NORTH : Anandyadhara Apartment.  
ON THE SOUTH : 14 feet wide Municipal road (Vivekananda Road by Lane).  
ON THE EAST : Property of Avijit Deb.  
ON THE WEST : 20 feet wide Vivekananda Road.

THE SECOND or "B" SCHEDULE ABOVE REFERRED TO  
(Description of the property hereby conveyed)

ALL THAT piece and parcel of self contained/independent residential FLAT being No. \_\_\_\_, measuring a little more or less \_\_\_\_\_ Sqft as consisting of \_\_ Bed room, \_\_\_ Drawing/Living-cum-Dining, and -----Kitchen, \_\_\_ Toilet, and ----- Balcony with all fittings and fixtures alongwith Tile floor finished lying at the North Eastern side or facing of the \_\_\_\_\_ FLOOR of the said G+ 4 storied Building under name and style as "AARUSHI APARTMENT " with Lift facility alongwith Undivided impartible Proportionate right, title, interest, share, possession of the said land attributable to the said Flat of the said Building in the said PREMISES being Amalgamated Holding No.178, (previous Holding No.178, & 178/1), under Present

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Proprietor



ward No.3(7) within the New Barrackpur Municipality adjacent road 20 feet wide Vivekananda Road, under Present P.S. - New Barrackpur previously-Ghola (Khardah), Kolkata - 700131, District - North 24 Parganas morefully described in the FIRST SCHEDULE "A" of this Deed which is butted and bounded :-

On the North :-

On the South :-

On the East :-

On the West :-

This aforesaid Flat alongwith Undivided proportionate rights and shares of all Common areas, Common facilities, Lift, liberties, privileges, Utilities benefits and common amenities, more-fully mentioned in the THIRD SCHEDULE of this Deed, belonging to /specifically provided for the said Building and also for the said Premises TOGETHERWITH all Easement rights and all rights of ingress and egress, over, through Lift and along with adjacent common passage, common Areas INCLUDING all rights, title, interest, share, possession of the Vendors cum Developers in respect of the said Flat sold, conveyed and transferred by the Vendors cum Developer to and in favour of the PURCHASERS of this Deed, absolutely and forever. That the said Flat more particularly shown and delineated with the colour "RED" and those separate Map or Plan annexed herewith, which are being part and parcel of this Deed.

THE THIRD SCHEDULE ABOVE REFERRED TO

(Common rights, shares, liberties, privileges & common amenities of the PURCHASERS which are common with the other Co-Owners of the said Building)

:- PART-I :-

1. External Walls, External drainage system, External water pipe lines, belonging to the said Building and also belonging to the said Premises.
2. Lift, Stairs, Stair Case and Landings on all Floors, Open roof, septic tank, soak pit, common joint walls, Ceiling and Floor of the said, common using rights of Ultimate Roof of the said Building, common Areas AND Boundary Walls surrounding the said Building and belonging to the said Premises.
3. The all tap water connections for drinking water through pipe lines, Under Ground water Reservoir with water-pipe line connections, over head water tank with water-pipe line connections, to and from the said Flat AND drains, sewerages, evacuation pipes from the said Flat, from the said Building to the duct. Common passage.

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Saja Chakrabarti

For Chakrabarti Construction Co.

Proprietor

4. Common Passage and Common was leading to the public Roads to and from the said Second Schedule property through the main entrance of the said Building and also through main entrance of the said Premises.

5. Electrical wiring connections, fittings, fixtures and other accessories for lighting the stair-case, landings, common areas and common open space maintenance of water electric Motor pump, and Pump and all electric consumption charges for the same including Lift. AND Rights of lateral, vertical, over-head, underneath, surrounding supports in and upon all main load bearings, foundations, columns, beams belonging to the said Building.

All other common facilities, utilities, benefits, privileges, liberties and amenities belonging to and/or will be belonged to the said Building and to the said Premises, for common use among the other Co-Owners of the said Building.

: PART-II :-

(Following Common Expenses shall be proportionately borne by the Purchasers with the other Co-Owners of the said Building at the said Premises)

1. Common Expenses for maintenances of Common Areas, common spaces, exterior walls and replacing, repairing, white washing painting and decorating the main structure of the said building the exterior thereof and common portions of the said Building and of the said Premises AND also Common expenses for operation, maintenances, repairing, replacing, installing machineries, Lift, Lift accessories, salary of Lift man common accessories, common equipments and underground overhead reservoir, common Water-lifting Electric Motor pump, Pump room, common electric Meter, electric wirings, connections, fittings, fixtures and all other common Machineries, accessories, equipments for lighting the stair-case, landings, common areas, open spaces surrounding the said Building and the said Premises, for using common purposes.
2. Common expenses for Common Electric consumption charges for using Electricity at stair-case, landings, fittings, fixtures and common Areas and for other common Electrical Machineries, accessories, equipment at the said Building and also at the said Premises.
3. Common expenses of payment of salaries of Darwans, Sweepers, Caretakers of the said Building, appointed by the occupiers of the said Building. And such other common expenses as are necessary and incidental for common services, maintenance, protection and to upkeep the said building.
4. Municipal and other Taxes levies and all outgoing save until separately assessed or incurred in respect of any unit.
5. Cost of establishments and operations of the Association and its formation relating to use and maintain for common purpose including litigation expenses and other expenses and abide by the rules and regulation of the said Association

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For Chakraborty Construction

Sajal Chakraborty

Proprietor



IN WITNESS WHEREOF the above mentioned all Parties have hereunto set and subscribed their respective hands and seals the day, month and year first written above

SIGNED, SEALED AND DELIVERED by all the PARTIES herein in presence of WITNESSES :-

1.

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SIGNATURE OF THE VENDORS  
represented by its registered power  
of attorney holder.

2.

For Chakraborty Construction  
*Sajal Chakrabarti*  
Proprietor

Drafted by :-

(JAYANTA DEY)  
Advocate  
Barasat Judges Court,  
Dist- 24 Pgs. (N)

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SIGNATURE OF THE DEVELOPER/  
CONFIRMING PARTY.

'Alok Kumar Ghosh  
'Alok Kumar Ghosh.  
Ashis Kumar Ghosh.  
Suren Ghosh

Typed & Printed by me :-

(Parimal Biswas)  
Madhyamgram

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SIGNATURE OF PURCHASERS

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For Chakraborty Construction

*Sajal Chakrabarti*

Proprietor

MEMO OF CONSIDERATION

RECEIVED of and from within named Purchasers the sum of Rs. \_\_\_\_\_  
\_\_\_\_\_ only being total consideration money by the Developer as per Memo below  
:-

MEMO

Date	Cash/Cheque	Cheque No.	Bank	Branch	Amount
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**WITNESSES :-**

1.

For Chakraborty Construction  
*Sajal Chakraborty*  
Proprietor

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SIGNATURE OF THE DEVELOPER

2.

*ASOK KUMAR GHOSH .*  
*Alok Kumar Ghosh .*  
*Ashis Kumar Ghosh*  
*Suren Su Ghosh*

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SIGNATURE OF PURCHASER/S