

## **DEED OF CONVEYANCE**

**THIS DEED OF CONVEYANCE** made this            day of \_\_\_\_\_, Two  
Thousand Twenty Four (2024) at Kolkata.

**BY BETWEEN**

(1) **SRI DIPAK SAHA**, aged about \_\_\_\_ years, son of Late Gopal Chandra Saha, residing at 22B, Amar Bose Sarani, P.S.- Girish Park, Kolkata-700006.

**(PAN: AJDPS3918D ),**

(Aadhaar: 6979 3758 7246)

(2) **SRI PRABIR SAHA**, aged about \_\_\_\_ years, son of Late Mihirlal Saha, residing at 22C, Amar Bose Sarani, P.S.-Girish Park, Kolkata – 700006,

**(PAN: AISPS8444G),**

(Aadhaar: 4222 0422 0917),

hereinafter referred to and called as the “**VENDORS**” (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include their heirs, executors, legal representatives and assigns). Vendors are represented by Constituted Attorney, **SRI ALOKE DEY (PAN: ADGPD0072N)** (Aadhaar: 3644 7279 9504), proprietor of **ARYAANS INFRA** having its office at 197/A, C.R. Avenue, Police Station-Girish Park, Kolkata- 700007 by virtue of a Development Power of Attorney executed on 10.12.2022 executed and registered in the office of the Additional Registrar of Assurances-II, Kolkata and recorded in Book No.-I, Volume No. 1902-2022, Pages from 505038 to 505057, Being No. 190215000, for the year 2022.

**AND**

**ARYAANS INFRA (PAN: ADGPD0072N)**, a proprietorship firm having its office at 197/A, Chittaranjan Avenue, P.O. Burrabazar, P.S. Girish Park, Kolkata-700007, represented by sole proprietor **SRI ALOKE DEY (PAN: ADGPD0072N)** (Aadhaar: 3644 7279 9504) (Mobile: 9830080999), son of Late Arun Kumar Dey, by faith- Hindu, by occupation- Business, by nationality- Indian, residing at 43/2A, Biplabi Barin Ghosh Sarani, P.O.-

Maniktala, Police Station- Maniktala, Kolkata- 700067, hereinafter called and referred to as the **DEVELOPER**.

(The Vendors and the Developer collectively referred to as the “First Party” and individually Vendors and Developer as the case may be)

**IN FAVOUR OF:**

\_\_\_\_\_ (PAN:  
\_\_\_\_\_) (Aadhaar:  
\_\_\_\_\_), son/daughter of  
\_\_\_\_\_, aged about\_\_\_\_\_,  
residing at \_\_\_\_\_  
\_\_\_\_\_, P.O.-  
\_\_\_\_\_, Police Station- \_\_\_\_\_,  
\_\_\_\_\_.

hereinafter called and referred to as the **‘PURCHASER’** (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include his/her heirs, executors, administrators, legal representatives and/or assigns).

**WITNESSETH AS FOLLOWS:**

**WHEREAS** Gopal Chandra Saha, since deceased, father of the Party of the First Part was absolute owners of the partly three storied brick built dwelling house together with land underneath measuring about 1 Cottahs 10 Chittacks 26 Sft. lying and situate at 22B, Amar Bose Sarani, P.S.-Girish Park, Ward No. 25 of the Kolkata Municipal Corporation, Kolkata – 700006 hereinafter for the sake of brevity is referred as **“said property”**.

**AND WHERWAS** during lifetime said Gopal Chandra Saha made published executed his Last Will and Testament on 26.09.1988 wherein he gave devised bequeathed his said property at premises No. 22B, Amar Bose Sarani, P.S.-Girish Park, Ward No. 25 of the Kolkata Municipal Corporation, Kolkata – 700006 to his

son Sri Dipak Saha absolutely and forever subject to residence of his wife till her death in respect of a room on the first floor in the said property.

**AND WHEREAS** on 11.04.1989 the said Gopal Chandra Saha died and on his death an application for grant of probate of the Last Will and Testament of Late Gopal Chandra Saha was filed before the Learned Court of Chief Judge, City Civil Court at Calcutta by the executor of the said Will which was registered as probate Case No. 130/1989 and on 18.05.1992 the Learned Chief Judge, City Civil Court Calcutta was pleased to grant Probate of the Last Will and Testament of Late Gopal Chandra Saha.

**AND WHEREAS** Manimala Saha, wife of Late Gopal Chandra Saha died on 04.01.1997 and on her death and in terms of the said Will of the Late Gopal Chandra Saha the said property being premises No. 22B, Amar Bose Sarani (formerly known as Chore Bagan Lane), P.S.-Girish Park, Ward No. 25 of the Kolkata Municipal Corporation, Kolkata – 700006 has devolved upon his said son, Sri Dipak Saha, Vendor No. 1 herein, absolutely and forever.

**AND WHEREAS** Sri Dipak Saha, Vendor No. 1 herein, the party of the First part No. 1 became absolute owner of a partly three storied brick built partially tenanted dwelling house together with piece and parcel of bastu land measuring 1 Cottahs 10 Chittacks 26 Sft. be the same a little more or less lying and situated at 22B, Amar Bose Sarani (formerly known as Chore Bagan Lane), P.S.-Girish Park, Ward No. 25 of the Kolkata Municipal Corporation, Kolkata - 700006 and seized and possessed of and sufficiently entitled to the same, hereinafter referred to as the said property.

**AND WHEREAS** by an Indenture dated 4<sup>th</sup> December, 1976 which was registered in the office of the Registrar of Assurances, Calcutta and recorded in Book No.-I, Volume No. 188, pages from 208 to 217, Being No. 4720 for the year 1976 Smt. Mrinalini Saha, wife of Late Mihir Lal Saha purchased undivided  $\frac{1}{2}$  share in the premises No. 22C, Chore Bagan Lane in the north division town of Calcutta presently known as 22C, Amar Bose Sarani being a partly three storied brick built message tenaments or dwelling house together with piece and parcel of revenue free land measuring about 1 Cottah 12 Chittacks 10 sq. ft from Radhasyam Saha and four others and by an another Deed of Gift on the self-

same date i.e.4<sup>th</sup> December, 1976 which was registered in the office of the Registrar of Assurances, Calcutta and recorded in Book No.-I, Volume No. 177, pages from 208 to 216, Being No. 4735 for the year 1976 Smt. Mrinalini Saha, wife of Late Mihir Lal Saha got by way of gift undivided ½ share in the premises No. 22C, Chore Bagan Lane in the north division town of Calcutta presently known as 22C, Amar Bose Sarani being a partly three storied brick built message tenements or dwelling house together with piece and parcel of revenue free land measuring about 1 Cottah 12 Chittacks 10 sq. ft from Gopal Chandra Saha.

**AND WHEREAS** thus the said Mrinalini Saha became absolute owner of ALL THAT a partly three storied brick built message tenements or dwelling house together with piece and parcel of revenue free land measuring about 1 Cottah 12 Chittacks 10 sq. ft at premises No. 22C, Amar Bose Sarani (formerly known as Chore Bagan Lane), P.S.- Girish Park, Ward No. 25 of the Kolkata Municipal Corporation, Kolkata – 700006 and mutated her name in the records of the Kolkata Municipal Corporation as absolute owners of the said premises.

**AND WHEREAS** on 19<sup>th</sup> November, 2015 the said Mrinalini Saha transferred, granted conveyed the said premises being No. 22C, Amar Bose Sarani (formerly known as Chore Bagan Lane), P.S.- Girish Park, Ward No. 25 of the Kolkata Municipal Corporation, Kolkata – 700006 to her son Sri Prabir Saha, Vendor No. 2 herein by executing a Deed of Gift dated 19<sup>th</sup> November, 2015 which was registered in the office of the Registrar of Assurance-II, Kolkata and recorded in Book No.-I, Volume No. 1902-2015, pages from 161616 to 161637, Being No. 190210743 for the year 2015.

**AND WHEREAS** thus Sri Prabir Saha, Vendor No. 2 herein, the party of the First part No. 2 became absolute owner of a partly three storied brick built message tenements or dwelling house together with piece and parcel of revenue free land measuring about 1 Cottah 12 Chittacks 10 sq. ft at premises No. 22C, Amar Bose Sarani (formerly known as Chore Bagan Lane), P.S.- Girish Park, Ward No. 25 of the Kolkata Municipal Corporation, Kolkata – 700006 and seized and possessed of and sufficiently entitled to the same, hereinafter referred to as the said property.

**AND WHEREAS** for better use, enjoyment and utilization bothe the Vendors herein, the party of the First part Nos. 1 and 2 amalgamated/merged their said respective properties being premises No. 22B, Amamr Bose Sarani and 22C, Amar Bose Sarani as well as respective Assessee Nos. of the said two premises into one amalgamated unit/premises by executing a Deed of Amalgamation on 14<sup>th</sup> May, 2022 which was Registrar of Assurance-II, Kolkata and recorded in Book No.-I, Volume No. 1902-2022, pages from 232596 to 232629, Being No. 190205653 for the year 2022 and after amalgamation they mutated their names in the records of the Kolkata Municipal Corporation obtained premises no. 22B Amar Bose Sarani having an area measuring about 3 Cottahs 6 Chittacks 36 sq. ft. but upon physical measurement the said land measuring about 3 Cottahs 5 Chittacks 39.935 sq. ft. together with partly three storied brick built dwelling house as joint owners and also got new Assessee No. 110251600302.

**AND WHEREAS** the said Owners are now desirous of developing the said premises morefully described in the First Schedule written hereunder by constructing thereupon a G+IV storied residential building in accordance with the sanctioned building plan approved by the Kolkata Municipal Corporation but due to financial stringency and/or paucity of time the owners were unable to start the construction of the said building as yet.

**AND WHEREAS** the owners having been approached by the Developer/Promoter, have agreed to allow the Developer/Promoter to develop the said premises being No. 22B, Amar Bose Sarani, P.S.-Girish Park, Ward No. 25 of the Kolkata Municipal Corporation, Kolkata – 700006 morefully described in the First Schedule written hereunder and entrusted, engaged, appointed authorized and nominated **M/S. ARYAANS INFRA**, represented by its proprietor Sri Alope Dey, Developer/Promoter herein to raise erect, construct a G+IV storied building on the said premises and accordingly the Owners made and executed a Development Agreement with the Developer/Promoter herein on 02.12.2022 which was registered in the office of the Additional Registrar of Assurances-II, Kolkata and recorded in Book No.-I, Volume No. 1902-2022, Pages from 491580 to 491613, Being No.190214558 for the year 2022 and the Owners also executed a Development Power of Attorney in favour of the said Developer/Promoter, **Sri Alope Dey Proprietor of M/S. Aryaans Infra** on 10.12.2022 to construct the said proposed G+IV storied building and to sell,

transfer and convey the Developer/Promoter's allocation as stated therein along with other powers as stated therein.

**AND WHEREAS** during construction of proposed G+IV storied building on the said premises according to the Building Plan Sanction No. 2023040002 dated 17.04.2023 from the Kolkata Municipal Corporation the Purchaser herein approached the Developer/Promoter and expressed his/her willingness to purchase a self-contained residential flat on the \_\_\_\_\_ Floor (\_\_\_\_\_ side) of the said premises having super built-up area of \_\_\_\_\_ sq. ft. be the same a little more or less herein after called the "**said flat**" morefully mentioned in the Second Schedule written hereunder and the Developer herein agreed with proposal of the Purchasers to sell the said flat (morefully mentioned in the Second Schedule written hereunder) at a total consideration amount of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_) only which is free from all encumbrances.

**AND WHEREAS** the Vendors/Developer agreed to sell the said self contained independent flat on the Second Floor back side measuring about \_\_\_\_\_ sq. ft. super built up area morefully mentioned in the Second Schedule written hereunder, together with all common area and enjoyment and easement rights which is morefully described in the Third Schedule written hereunder together with proportionate undivided indivisible share of land at a consideration of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_) only which is free from all encumbrances and accordingly an Agreement for Sale was made and executed between Owners/Vendors and Developer and Purchasers herein on \_\_\_\_\_ to that effect.

**AND WHEREAS** the said Developer completed the G+IV storied residential building on the said property measuring about about 3 Cottahs 6 Chittacks 36 sq. at Premises No. 22B, Amar Bose Sarani, P.S.-Girish Park, Ward No. 25 of the Kolkata Municipal Corporation, Kolkata-700006 according to Building Plan Sanction No. \_\_\_\_\_ dated \_\_\_\_\_ from the Kolkata Municipal Corporation hereinafter called the "**said premises**" morefully described in the **First Schedule** written hereunder.

**AND WHEREAS** the said Vendors/Developer herein have agreed and confirmed that they will execute the necessary Deed of Conveyance in favour of the

Purchasers and shall complete registration of the same upon full payment of the said consideration mentioned hereinabove.

**AND WHEREAS** pursuant to the said agreement the Purchasers have paid to the Developer entire consideration money of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_) only on or before registration for the said flat and the Developer acknowledging payment of total sum as per Memo below and the Owners and Developer agreed to convey the said Flat more fully described in the Second Schedule written hereunder to the said Purchasers by executing this Deed of Conveyance.

**NOW THIS INDENTURE WITNESSETH** that in pursuance of the said agreement and in consideration of the said sum Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_) only of the lawful money of India and truly paid by the Purchasers to the Developer before the execution of these presents (the receipts whereof the Developer doth hereby admit and acknowledge and of and from the same and every part thereof doth hereby acquit release and forever discharge the Purchasers the said flat on the Second Floor of the building absolutely granted and sold and conveyed) the Owner/Vendor and the Developer do hereby absolutely and indefeasibly grant, convey, sell, transfer, assign and assure unto the Purchasers **ALL THAT** the said flat being No. \_\_\_\_ of the \_\_\_\_ storied building on the Second Floor having super built up area \_\_\_\_\_ sq. ft. be the same little more or less consisting of \_\_ bed rooms, \_ kitchen-cum- dining, \_ bath-cum-privy, \_ W.C and \_ balcony including lift facility in the said \_\_\_\_ storied building in the said messuage land hereditament and premises being premises no. 22B, Amar Bose Sarani, P.S.-Girish Park, Ward No. 25 of the Kolkata Municipal Corporation, Kolkata-700006, fully described in the Second Schedule hereunder written and delineated in the map or plan annexed hereto and thereon shown with red-border **OR HOWSOEVER OTHERWISE** the said flat or the said messuage land hereditament and premises or any part or parts thereof now are or is or heretofore were or was situated tenanted butted bounded called known numbered described or distinguished **TOGETHER WITH** the proportionate undivided share, interest and ownership in the land in the said premises no. 22B, Amar Bose Sarani, P.S.-Girish Park, Kolkata-700006, on which the said flat is erected and constructed **AND ALSO TOGETHER WITH** all rights of ingress and egress to the said premises No. 22B, Amar Bose Sarani,



P.S.-Girish Park, Ward No. 25 of the Kolkata Municipal Corporation, Kolkata-700006 from its entrance and along the passage from its entrances leading to the staircase and also by the staircase leading to the said flat and the roof top at all times in the day and night **AND ALSO TOGETHER WITH** the proportionate interest and share in the staircase, landing, roof entrance, Municipal water tap, water reservoir, motor pump/house, lift and lift shaft and all common areas open spaces and other portions and all easement right thereof and all in the said G+IV storied residential building in the said premises no. 22B, Amar Bose Sarani, P.S.-Girish Park, Ward No. 25 of the Kolkata Municipal Corporation, Kolkata-700006, **AND ALSO TOGETHER WITH** all common amenities, common parts and facilities (more fully described in the **Third Schedule** hereunder written) now available and to become available in future to the Purchasers in respect of the said flat **TOGETHER WITH** the rights to have the said flat completely built and constructed by M/s. Aryan Infra, Developer **AND ALSO TOGETHER WITH** all electrical and sanitary and water supply fittings fixtures lines pipes installation and connections and other fittings and fixtures AND all and all manner of former and other rights lights liberties advantages easements privileges emoluments appendages and appurtenances whatsoever attributable to the said flat or any part thereof belonging or in anywise appertaining or which with the same or any part thereof now are or is or at any time or times heretofore were or was held used occupied or reputed to belong or be appurtenant thereto **AND** the reversion or reversions remainder or remainders **AND** the rents issues and profits thereof and every part thereof **AND** all the legal incidents and inheritance thereof **AND** all the estate right, title interest use possession property claim and demand whatsoever both at law and in equity of the Owner/Vendor into and upon the said flat and/or the said messuage land hereditament and premises being the said premises no. 22B, Amar Bose Sarani, P.S.-Girish Park, Ward No. 25 of the Kolkata Municipal Corporation, Kolkata-700006, or any part or parts thereof **TOGETHER WITH** true and correct copies of all deeds pattahs muniments writings and evidences of title in anywise relating to the said flat or any part or parcel thereof which now are or hereafter shall or may be in the custody power or possession of the Owner/Vendor and the Developer or which the Owner/Vendor and the Developer can or may procure the same without any action or suit at law or in equity **TO HAVE AND TO HOLD** the said flat and proportionate undivided share interest and ownership of and in the land comprised in the said premises no. 22B, Amar

Bose Sarani, P.S.-Girish Park, Ward No. 25 of the Kolkata Municipal Corporation, Kolkata-700006 on which the said flat is erected and constructed **AND ALL AND SINGULAR** other the premises hereby granted conveyed and transferred or expressed or intended so to be and every part thereof **TOGETHER WITH** all its rights members and appurtenances unto and to the use of the Purchasers absolutely and forever free from all encumbrances but subject to the terms and conditions hereinafter contained.

**AND** the **Owners/Vendors** do hereby covenant with the **Purchasers**:

1. **THAT** notwithstanding any act deed matter or thing by the Owners/Vendors done or executed or suffered to the contrary the Owner/Vendors are absolutely seized and possessed of or otherwise well and sufficiently entitled to as an estate equivalent to an absolute estate of inheritance in fee simple in possession to the said flat and the proportionate undivided share and interest in the land and in the common areas comprised in the said premises No. 22B, Amar Bose Sarani, P.S.-Girish Park, Ward No. 25 of the Kolkata Municipal Corporation, Kolkata-700006, on which the said flat is erected and constructed and every part thereof.

2. **THAT** notwithstanding as aforesaid the Owners/Vendors now hath in themselves good right full power absolute authority and indefeasible title to grant, convey, sell, transfer, assign and assure **ALL AND SINGULAR** the said flat and the proportionate share interest and ownership of and in the land and in the common areas in the said premises No. 22B, Amar Bose Sarani, P.S.-Girish Park, Ward No. 25 of the Kolkata Municipal Corporation, Kolkata-700006 on which the said flat is erected and constructed hereby granted conveyed sold and transferred or expressed or intended so to be unto and to the use of the Purchasers in the manner aforesaid according to the true intent and meaning of these presents. The possession of the flat is handed over today.

3. **THAT** the Purchasers shall and will and may from time to time and at all times hereafter peaceably and quietly enter into hold possess and enjoy the said flat and the proportionate undivided share interest and ownership of and in the land and in the common areas in the said premises No. 22B, Amar Bose Sarani, P.S.-Girish Park, Ward No. 25 of the Kolkata Municipal Corporation, Kolkata-700006 on which the said flat is erected and constructed hereby granted sold

and receive and take the rents issues and profits thereof and every part thereof without any lawful let suit trouble hindrance eviction interruption disturbance claim and demand whatsoever from or by the Owners/Vendors and the Developer and all persons claiming from under or in trust for the Owners/Vendors and the Developer.

4. **THAT** free and clear and freely and clearly and absolutely acquitted exonerated discharged and released or otherwise by the Owners/Vendors and the Developer well and sufficiently saved defended kept harmless and indemnified of from and against all and all manner of and other charges, mortgages, outgoings, claims, demands, liens, lis pendens, attachments and encumbrances.

5. **THAT** the Owners/Vendors and the Developer and all persons having or claiming any estate right, title, interest property claim and demand whatsoever both at law and in equity into or upon the said flat and the proportionate share interest and ownership of and in the land and in the common areas in the said premises No. 22B, Amar Bose Sarani, P.S.-Girish Park, Ward No. 25 of the Kolkata Municipal Corporation, Kolkata-700006 on which the said flat is erected and constructed hereby granted conveyed sold transferred assigned and assured or expressed or intended so to be or any part thereof from through under or in trust for the Owners/Vendors and the Developer or any other person or persons as aforesaid shall and will from time to time and at all times hereafter at the request and costs of the Purchasers do and execute or cause to be done and executed all such assurances acts deeds matters and things for further better and more effectually granting selling or assuring the said flat and the proportionate share, interest and ownership of and in the land and in the common areas in the said premises No. 22B, Amar Bose Sarani, P.S.-Girish Park, Kolkata-700006 on which the Said flat is erected and constructed and every part or parcel thereof unto and to the use of the Purchasers as shall or may be reasonably required.

6. **THAT** the Developer shall issue possession letter in favour of the Purchasers subject to payment of entire consideration money and the Developer shall also provide completion certificate of the said G+IV storied building as and when the same shall be obtained from the Kolkata Municipal Corporation.

**AND FURTHER** the Owners/Vendors covenant that if it transpires that there is any defect in the title of the property subsequently in future, the Owners/Vendors shall be liable to the Purchasers to rectify the defects at the cost of the Purchasers and also be liable to indemnify the Purchasers for their better interest of the title in said flat contained in the Said Premises hereby conveyed.

The plan hereby annexed will be deemed to be a part and parcel of this Deed of Conveyance.

**AND the Purchasers do hereby covenant with the Vendors and the Developer as follows :-**

1. The Purchasers shall at their own costs maintain and repair inside the said flat in all respects without being required to take any permission of the Owners/Vendors and/or the Developer and also without any interruption interference or hindrance from or by the Owners/Vendors or the Developer or any person or persons claiming from under or in trust for the Owners/Vendors.
2. The Purchasers shall pay proportionate costs and expenses for upkeep maintenance and repairs of the common areas and for rendering services (fully described in the **Fourth Schedule** written hereunder) jointly with the owners of other flats in the said building and such proportionate costs and expenses to be settled by the association to be formed among all the flats owners of the said building.
3. The Purchasers be entitled to effect mutation of their names as joint owners of the said flat in the records of the Kolkata Municipal Corporation and other authorities at their own cost and the Owners/Vendors and the Developer agree to give their consent and assistance and/or co-operation for the same.
4. The Purchasers shall pay the municipal rates and taxes as applicable against the said flat and common portions within the said Premises together with other taxes levies outgoings and impositions, proportionately as may be attributable to the said flat from the date of issuing possession letter.

5. The Purchasers at their own costs apply for taking and obtaining separate independent electric connection as well as electric meters for their own use and consumption in the said flat and the Owners/Vendors and Developer agree to co-operate with the Purchasers in that respect.

6. The Purchasers shall use the said flat for residential purpose only and shall not use the same in such manner as may cause any nuisance to the owners and/or occupiers of other flats in the said G+IV storied building nor shall use the same for any illegal or immoral purposes and/or for any purpose against public policy.

7. If any addition or alteration in or about or relating to the said G+IV storied building and/or the said flat are required to be carried out at the instance of the Government, Corporation or any other authority at any time after the sale of the said flat to the Purchasers, the Purchasers shall carry out all such additions and alterations in co-operation with the owners of other flats.

8. The Purchasers shall have the right of common use of the roof on the Fourth Floor with other owners and/or Purchasers of flat of the said building.

9. The Purchasers shall be entitled to let out, lease, sell, mortgage, gift, transfer or in any way deal with or dispose of the said flat in the said building together with undivided and impartible share and/or interest and ownership of the land in the said premises.

10. The Purchasers shall jointly with the owners of the other flats of the said building form an Association of flat owners in the said building at their own cost under the provision of the West Bengal Apartment Ownership Act, 1972 for the upkeep and maintenance of the external portion of the said G+IV storied building including rain water pipes, drain, pipes, soil pipes, electrical wirings, cleaning and lighting of common passages stair-case with landing and/or common areas, spaces, lift as well as common amenities services and facilities (morefully described in the **Fourth Schedule** written hereunder) and shall pay proportionate costs and expenses for the same as may be decided by the

Developer and/or the Association of flat owners of the said building after the formation thereof.

**11. The Purchasers shall not :**

a) make in the said flat any structural additions, alterations or improvement of a permanent nature so as to endanger the stability support and protection of the said building.

b) use the said flat or any flat or any portion thereof for any illegal or immoral purpose ;

c) throw or accumulate dirt, rubbish, rags or other refuse or permit the same to be thrown or accumulated in the said flat or other common areas or spaces in the said premises ;

d) store or bring in or permit to be stored or brought in the said flat any goods or hazardous, inflammable or combustible nature or which are hereby so enough as to affect or endanger the construction or the structure of the said building or any fittings or fixtures therein in any manner whatsoever save and except in such quantity thereof required for domestic purposes ;

**THE FIRST SCHEDULE ABOVE REFERRED TO  
(SAID PREMISES)**

**ALL THAT** piece and parcel of bastu land in total measuring about **3 (Three) Cottahs 6 (Six) Chittacks 36 (Thirty Six) Square feet** be the same a little more or less as per Deed and upon physical measurement the said land measuring about 3 Cottahs 5 Chittacks 39.935 sq. ft. together G+ IV storied building lying and situate at premises No. 22B, Amar Bose Sarani (formerly known as Chore Bagan Lane), P.S.-Girish Park, Ward No. 25 of the Kolkata Municipal Corporation, Kolkata - 700006 having assessee No. 110251600302 which is butted and bounded as follows:-

**ON THE NORTH** : By premises No. 22A, Amar Bose Sarani;

**ON THE EAST** : By Amar Bose Sarani;

**ON THE SOUTH** : By Parbati Ghosh Lane;

**ON THE WEST** : By premises No. 59, Parbati Ghosh Lane

**THE SECOND SCHEDULE ABOVE REFERRED TO**

**(Said flat)**

**ALL THAT** under construction residential flat would be **marble flooring** being flat No. \_\_\_\_\_ on the \_\_\_\_\_ Floor (\_\_\_\_\_ side) of the G+IV storied building having super built up area of \_\_\_\_\_ sq. ft. be the same a little more or less comprising of \_\_\_ (\_\_\_\_) bed room, \_\_\_ (\_\_\_\_) kitchen-cum-dining, \_\_\_ (\_\_\_\_) bath-cum-privy, \_\_\_ (\_\_\_\_) balcony together with undivided proportionate impartible share and interest in the land beneath the building together with all common parts and facilities in the said building and also right to use the common passage, parts and portions and all other easement rights mentioned in this agreement in the aforesaid premises being No. 22B, Amar Bose Sarani, P.S.-Girish Park, Ward No. 25 of the Kolkata Municipal Corporation, Kolkata - 700006 fully mentioned in the First Schedule above referred to.

**THE THIRD SCHEDULE ABOVE REFERRED TO**

**(COMMON AREA AND FACILITIES)**

1. Electric meter, wiring and fittings and accessories for lighting of staircase, lobby common passage, pump room main gate entrance and water pump.
2. Drainage and rain water pipe, drains and sewerage in the building and from the building to the Municipality duct.
3. Water pump.
4. Staircase, landing and lobbies.
5. Water pump, Water reservoir and water pipes save those inside any flat and other common plumbing installations.
6. Paths, passages.
7. Boundary wall and main entrance room.
8. Lateral, vertical overhead and underneath and supporting beams, columns rafters, plinth and fixtures in and upon the main road, bearing separating and common walls in the building including the said flat.
9. Ultimate roof of the building.
10. Lift and Lift shaft.

**THE FOURTH SCHEDULE ABOVE REFERRED TO  
(COMMON EXPENSES)**

These include all costs and charges incurred for:

1. Maintenance, repairing, repainting, replacement of the common portions (roof, parapet, staircases, boundary wall, four side open space within boundary), common parts facilities (electrical installations, rain water pipes, water pipelines, overhead and underground sewerages pipes etc.) and the external walls of the building.
2. Salaries and/or remunerations of staff employed like watchman, Sweepers, Plumbers, Electricians etc.
3. Deposits, if any, for a maintenance/running of common portions, motor pumps, lift etc.
4. Electric Bill for common portions and Lift.
5. Municipal Taxes for common portions.
6. Formation and operation of residents' Association.
7. Deposits from Residents' to create a fund.
8. Litigation and legal expenses.
9. Maintenance/repairing for lift.

**IN WITNESS WHEREOF** the said parties hereto have set and subscribed their respective signature on the day month and the year first above written.

**SIGNED, SEALED AND DELIVERED**

in Kolkata in the presence of:

**WITNESSES:**

1.

2.



As Constituted Attorney of  
Vendors  

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***Signature of the Vendors***

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***Signature of the Purchasers***

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***Signature of the Developer***

Drafted by me.

Amit Chaudhury  
Advocate  
High Court, Calcutta  
Enrollment No. WB/1870/1995

**RECEIVED** from the withinnamed Purchasers a sum of Rs. \_\_\_\_\_/-  
(Rupees \_\_\_\_\_) only as full consideration as per memo below :-

**MEMO OF CONSIDERATION**

Sl No.	Date	Bank & Branch	DD/Cheque No.	Amount	
				Rs.	P.
			<b>Total</b>		

(Rupees \_\_\_\_\_) only

**WITNESSES:**

- 1.
- 2.

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***Signature of the Developer***

**DATED THIS \_\_\_\_ DAY OF \_\_\_\_,  
2024**

**BETWEEN**

**SRI DIPAK SAHA & ANR,**

**VENDORS**

**AND**

**PURCHASER**

**AND**

**M/S. ARYAN INFRA**

**DEVELOPER**

**DEED OF CONVEYANCE**

**AMIT CHAUDHURY**

Advocate

High Court, Calcutta  
608, Rabindra Sarani,  
Kolkata-700006

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