

[1]

DEED OF CONVEYANCE

THIS DEED OF CONVEYANCE is made on the day of ,(Two
thousand and twenty four) 2024.

BETWEEN

SRI NIRMAL DAS, (PAN.- AVEPD4079P) (AADHAAR NO. – 2118 6574 8146) son of Late Nitya Gopal Das, by faith - Hindu, by nationality - Indian, by occupation – business, residing at J – 17, Srinagar Main Road, Chak Garia, P.O.- Panchasayar, Police Station – Purba Jadavpur now Panchasayar, Kolkata – 700094, District – South 24 Parganas, State – West Bengal, hereinafter called and referred to as the “OWNER/VENDOR” (which terms or expressions shall unless excluded by or repugnant to the subject or context, be deemed to mean and include his heirs, executors, administrators, successors, legal representatives and assigns) represented by his registered constituted attorneys 1) SRI BAPPA SADHUKHAN, (PAN. – ALTPS5409F) (AADHAAR NO. – 3143 6025 0420), son of Late Gabinda Sadhukhan, residing at – 1/1A, Shib Das Bhaduri Street, P. O. – Shyambazar, Police Station – Shyampukur, Kolkata – 700004, District – Kolkata, State – West Bengal, 2) SRI BISWAJIT PAUL, (PAN. – AQOPP4639A) (AADHAAR NO. – 8426 8160 8195), son of Late Sambhu Nath Paul, residing at – 16/1, Nandalal Bose Lane, P. O. – Baghbazar, Police Station – Shyampukur, Kolkata – 700003, District – Kolkata, State – West Bengal, 3) SRI SUBRATA PAUL, (PAN. – ALWPP7473M) (AADHAAR NO. – 8627 0145 1085), son of Sri Rabindra Nath Paul, residing at – 16/1, Nandalal Bose Lane, P. O. – Baghbazar, Police Station – Shyampukur, Kolkata – 700003, District – Kolkata, State – West Bengal, all are by faith - Hindu, by nationality - Indian, by occupation- business, are the partners of “B. B. S. DEVELOPER” (PAN. – AAVFB0910H) a partnership firm, having its office at 29, Shib Das Bhaduri Street, P. O. – Shyambazar, Police Station – Shyampukur, Kolkata – 700004, District – Kolkata, of the FIRST PART:

A N D

SRI _____, (PAN.-) (AADHAAR NO. -) son of Sri, by faith - Hindu, by nationality- Indian, by occupation - , residing at -, P.O.-, Police Station -, Pin No. -, District -, State - West Bengal, hereinafter called and referred to as the "PURCHASER/S" (which terms or expressions shall unless excluded by or repugnant to the subject or context, be deemed to mean and include his/her/their heirs, executors, administrators, successors, legal representatives and assigns) of the SECOND PART:

A N D

"B. B. S. DEVELOPER" (PAN. - AAVFB0910H) a partnership firm, having its office at 29, Shib Das Bhaduri Street, P. O. - Shyambazar, Police Station - Shyampukur, Kolkata - 700004, District - Kolkata, represented by its Partners, namely 1) SRI BAPPA SADHUKHAN, (PAN. - ALTPS5409F) (AADHAAR NO. - 3143 6025 0420), son of Late Gabinda Sadhukhan, by faith - Hindu, by nationality - Indian, by occupation - business, residing at - 1/1A, Shib Das Bhaduri Street, P. O. - Shyambazar, Police Station - Shyampukur, Kolkata - 700004, District - Kolkata, State - West Bengal, 2) SRI BISWAJIT PAUL, (PAN. - AQOPP4639A) (AADHAAR NO. - 8426 8160 8195), son of Late Sambhu Nath Paul, by faith - Hindu, by nationality - Indian, by occupation - business, residing at - 16/1, Nandalal Bose Lane, P. O. - Baghbazar, Police Station - Shyampukur, Kolkata - 700003, District - Kolkata, State - West Bengal, 3) SRI SUBRATA PAUL, (PAN. - ALWPP7473M) (AADHAAR NO. - 8627 0145 1085), son of Sri Rabindra Nath Paul, by faith - Hindu, by nationality - Indian, by occupation -

business, residing at - 16/1, Nandalal Bose Lane, P. O. - Baghbazar, Police Station - Shyampukur, Kolkata - 700003, District - Kolkata, State - West Bengal, hereinafter called and referred to as the "DEVELOPERS/CONFIRMING PARTIES" (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its/their heirs, successors in the office administrators, legal representative and assigns) of the THIRD PART

WHEREAS by virtue of a Deed of Sale written in Bengali, executed and registered on 18th day of December, 1967 at the office of the Sub Registrar at Alipore and recorded in its Book No.- 1, Volume No. - 160, Pages from 153 to 155, Being No. - 8877, for the year 1967 one Sri Nitya Gopal Das, son of Sri Rajendra Kumar Das purchased of ALL THAT piece and parcel of land measuring an area more or less 15 Decimals, lying and situated at Mouza - Chakgaria, J.L. No. - 26, R.S. No. - 148, Touzi No. - 259, Pargana - Medanmalla, recorded in C.S. Dag No. - 130/204 and R.S. Dag No. - 160 corresponding to C.S. Khatian No. - 83 and R.S. Khatian No - 75, under Police Station - Jadavpur, in the District - 24 Parganas now South 24 Parganas, from the then recorded Owner Sri Bijoy Krishna Mondal, son of Late Ram Narayan Mondal of Balia, Police Station - Sonarpur, in the District - 24 Parganas.

AND WHEREAS while thus seized and possessed the aforesaid property said Owner Sri Nitya Gopal Das, son of Sri Rajendra Kumar Das mutated and recorded his name in the record of the B.L. & L.R.O. and also mutated and recorded his name in the record of the Kolkata Municipal Corporation, being Premises No. - 423, Chakgaria, under Ward No. - 109 and thereafter he constructed an asbestor shed pukka structure upon the land.

AND WHEREAS said Nitya Gopal Das died intestate on 03.12.2008 leaving behind him surviving his wife Smt. Bishnupriya Das and one son Sri Nirmal Das and three daughters

namely Smt. Kajal Dey (Das), Smt. Mamata Bhattacharjee (Das) and Smt. Mithu Dutta (Das) as his only legal heirs and/or successors of his aforesaid property by way of inheritance as per Hindu Succession Act, 1956.

AND WHEREAS by virtue of a Deed of Gift written in Bengali, executed and registered on 7th day of May, 2015 at the office of the District Sub Registrar – III at Alipore, South 24 Parganas and recorded in its Book No.- 1, CD Volume No. - 8, Pages from 7031 to 7043, Being No. - 03433, for the year 2015 said Owners Smt. Bishnupriya Das, Smt. Kajal Dey (Das), Smt. Mamata Bhattacharjee (Das) and Smt. Mithu Dutta (Das) transferred their 4/5th share of **ALL THAT** piece and parcel of land measuring an area more or less 05 Cottahs 04 Chattaks 32 Sq. Ft. along with structure, out of 06 Cottahs 09 Chattaks 40 Sq. Ft. land, lying and situated at Mouza – Chakgaria, J.L. No. – 26, R.S. No. – 148, Touzi No. – 259, Pargana – Medanmalla, recorded in C.S. Dag No. – 130/204 and R.S. Dag No. – 160 corresponding to C.S. Khatian No. – 83 and R.S. Khatian No - 75, within the jurisdiction of Kolkata Municipal Corporation, being Premises No. – 423, Chakgaria, under Ward No. – 109, Police Station – Purba Jadavpur now Panchasayar, in the District – South 24 Parganas, in favour of the present Owner Sri Nirmal Das, son of Late Nitya Gopal Das.

AND WHEREAS by way of Gift and his Own share Sri Nirmal Das, the party of the first part herein became the absolute Owner of **ALL THAT** piece and parcel of Bastu land measuring an area 06 Cottahs 09 Chattaks 40 Sq. Ft. more or less and thereafter mutated and recorded his name in the record of the B.L. & L.R.O. and also mutated and recorded his name in the record of the Kolkata Municipal Corporation, being Premises No. – 423, Chakgaria, under Ward No. – 109, Assessee no. – 311090337390, Police Station – Purba Jadavpur now Panchasayar, in the District – South 24 Parganas.

AND WHEREAS the present Owner, the party of the first part herein, subsequently decided to undertake and start a project for the construction of the multi storied building upon the land as described in First Schedule hereinafter and the said Owner had accordingly entered into a registered Development Agreement cum Power of Attorney with **"B. B. S. DEVELOPER"** (PAN. – AAVFB0910H) a partnership firm, having its office at 29, Shib Das Bhaduri Street, P. O. – Shyambazar, Police Station – Shyampukur, Kolkata – 700004, District – Kolkata, represented by its Partners, namely **1) SRI BAPPA SADHUKHAN**, son of Late Gabinda Sadhukhan, **2) SRI BISWAJIT PAUL**, son of Late Sambhu Nath Paul, **3) SRI SUBRATA PAUL**, son of Sri Rabindra Nath Paul, the party of the Third Part, the Developers herein dated 14th day of March, 2021 duly registered at the office of the District Sub Registrar – III at Alipore, South 24 Parganas and recorded in its Book No.- 1, Volume No. - 1603-2021, Pages from 60253 to 60319, Being No. - 160302376 for the year 2021 for the development of the project at the First Schedule plot of land and also giving his exclusive power to perform all inter-alia acts, deeds including sale right of different flats or any other unit whatsoever completed in all respects, together-with undivided proportionate share of land with every right, title, benefit and interest thereof, based on certain terms and conditions as agrees by and between the Land Owner, the party of the First Part and the Developers, the party of the Third Part herein.

AND WHEREAS the Developers/Confirming Parties herein in terms of the aforesaid Development Agreement duly develop the said land at their own costs for making the same be fitting for the purpose of implementing the said intended project and duly got sanctioned the building plan bearing no. 2021120057 dated 19. 04. 2021 from the Kolkata Municipal Corporation and has already completed the construction of the III storied residential building on the said land at their own costs and supervision with full satisfaction of the said Owner/Vendor herein.

AND WHEREAS for the purpose of raising fund and other necessary facilities the party of the Third Part the Developers herein desire to sale one self-contained residential Flat, Being No.- ".....", on the Floor, at the portion, measuring about Sq. Ft. carpet area (having its covered area Sq. Ft. and super built up area..... Sq. Ft.) be the same a little more or less, from their allocated portion of the said building.

AND WHEREAS the Purchaser/s herein on coming to know about such intention of the Developers, the party of the Third Part herein have accordingly approached the said Developer/confirming party and thereafter being satisfied with the right, title and interest of the Owners herein and also being aware of the relevant papers and documents in respect to the **FIRST SCHEDULE PROPERTY** and having been convinced and as well as the Developer/confirming party herein also having verified with the proposal of the Purchasers herein find adequate, marketable and acceptable has duly accepted the said proposal of the Purchaser/s herein and as such the Purchaser/s have intended to purchase a self-contained residential Flat, Being No.- ".....", on the Floor, at the portion, measuring about Sq. Ft. carpet area (having its covered area Sq. Ft. and super built up area..... Sq. Ft.), be the same a little more or less, of the III storied building, more fully and particularly described in the **SECOND SCHEDULE** herein written **TOGETHER WITH** the undivided proportionate share of the land in the said premises at and for the consideration value of the Flat of Rs.,00,000/- (Rupees) only, hereinafter referred to as total "CONSIDERATION".

NOW THIS INDENTURE WITNESSETH THAT : In pursuance of the said Agreement and in consideration of the sum of Rs. ...0, 00,000/- (Rupees) only paid by the Purchasers to the Developer / Confirming Party herein who are also the Attorney on behalf of the Land Owners herein duly admitted, granted received the same (the receipts whereof the Developer, the party of the Third Part hereby admit, receive and acknowledge) as per

memo hereunder written and also of and from the same and every part of the said Flat, Being No.- ".....", on the Floor, at the portion, measuring about Sq. Ft. carpet area (having its covered area Sq. Ft. and super built up area..... Sq. Ft.) be the same a little more or less, of the III storied building, more particularly mentioned hereunder SECOND SCHEDULE TOGETHER-WITH undivided proportionate share and interest of land do hereby released, transferred, exonerated and forever discharged unto or in favour of the Purchasers and hereby conveyed, sold, transferred with every rights, title, possession as per the West Bengal Apartment Ownership Act. 1972, lying and situated at Mouza – Chakgaria, J.L. No. – 26, R.S. No. – 148, Touzi No. – 259, Pargana – Medanmalla, recorded in C.S. Dag No. – 130/204 and R.S. Dag No. – 160 corresponding to C.S. Khatian No. – 83 and R.S. Khatian No - 75, within the jurisdiction of Kolkata Municipal Corporation, being Premises No. – 423, Chakgaria, under Ward No. – 109, Assessee no. – 311090337390, Police Station – Purba Jadavpur now Panchasayar, in the District – South 24 Parganas, TOGETHER-WITH all easement right attached thereto along with main structure, common electricity and others deemed fit for common to all as per the West Bengal Apartment Ownership Act. 1972 and its amendment time to time also TOGETHER-WITH proportionate right, claim, demand in the common areas and facilities, privileges, benefits, advantages, belonging or appertaining thereto also TOGETHER-WITH liberty, privileges for the Purchaser/s, his/their heirs, successors-in-interest to draw, lay, cover all connection including electric, cable line, telephone and others as the Purchaser deem fit and proper for the best use and enjoyment of the same TOGETHER-WITH all rights like easement, quasi easement and other rights appurtenant thereto subject to the obligation of payment of all proportionate rates and taxes in respect of the said flat including maintenance charges thereof.

The Developers hereby covenant with the Purchaser/s that : the Owners/Vendors and the Developers/confirming parties jointly both hereby grant sell, transfer, convey, assign and assure the said Flat unto and in favour of the Purchasers, the Party of the Second Part TOGETHER-WITH the undivided proportionate share and interest of the Land more particularly described in First Schedule and said Flat particularly described in Second Schedule which is free from all encumbrances, and not subject to any lien, or attachments, in any of the court proceedings acquisition or requisition whatsoever herein sold with possession TOGETHER-WITH all common rights, title, interest and also easements or quasi easement rights subject to stipulation, restriction, obligation to pay common expenses for the beneficial use of the same mentioned hereunder as per true intents of these Presents which is a part and parcel forming this Deed of Conveyance OR HOWSOEVER OTHERWISE the said Flat if at any time herein-before situated, butted, bounded called, known, numbered, described and distinguished of and also the ancient or other rights, liberties, privileges easements and appurtenances whatsoever to the said Flat belonging or otherwise appertaining or usually held, enjoyed or reputed to belong or be appurtenant thereto and all estate right, title, interest, use trust, property claim and demand whatsoever both at law and in equity of the Vendors and the Confirming Party into upon or in respect of the said Flat hereby sold, granted, transferred, conveyed, exonerated, assigned and assured or expressed or intended to be sold every part thereof unto the use of the Purchaser herein absolutely with peaceful possession of the same together-with its usufructs and forever discharge with lawful right, title, easement and quasi-easement rights which the Vendors and the Developers had till before execution of these presents subject to the conditions mentioned hereunder written forming the part of this Deed of Conveyance .

The Owners/Vendors as well as Developers hereby covenant with the Purchaser/s as follows:-

1. That, notwithstanding any act, deed, matter or things by the Owners/Vendors and the Developers done or knowingly suffered to the contrary the Owners/Vendors and the Developers both now are lawfully, rightfully, absolutely seized and possessed of or otherwise well and sufficiently entitled to the said Flat as well as proportionate right of the said building together-with proportionate undivided right and interest of the said land every part thereof having a perfect and indefeasible estate title, without any manner or condition or trust or any other things whatsoever not contemplated by these presents so as to defect encumber act, deed, matter or thing as aforesaid , the Vendors and also the Developers jointly have now rightful power and absolute authority to sell, grant, transfer and convey the said residential Flat described in the Second Schedule hereunder Together-With the proportionate undivided share or interest in the said land and the right of user of common areas / parts and privileges and facilities as mentioned, hereby sold, granted, transferred, conveyed, assigned and assured or expressed or intended so to be to the use of the Purchasers on the strength of these presents which is hereby sold from Developer's Allocated Portion .

2. That, the Purchasers and his/their heirs, successors, legal representatives shall and will at all times hereafter peaceably and quietly possesses, enjoy and TO HAVE AND HOLD the aforesaid self - contained complete ownership residential Flat TOGETHER-WITH undivided proportionate share of land and the properties appurtenant thereto to enjoy hereditably and to receive all rents issues and profits thereof and shall have right to transfer the same by or through any kinds of Deeds like Deed of Sale, lease, gift, bequeath by WILL or mortgage the same and others whatsoever that a lawful Owner has the lawful right to perform as per the transfer of Property Act. 1882, without any interruption, claim and demand whatsoever from or by the Vendors, Developers or any person related to him

or persons having or lawfully equitably claiming estate - right, title and interest whatsoever from, under and through the trust of the Vendors and /or the Developers.

3. That, the Vendors or their representatives and all persons having or lawfully equitably claiming any estate right, title and interest whatsoever in the aforesaid self-contained complete ownership residential Flat any part thereof from under or in trust for the vendors shall and will from time to time and at all times hereafter at the request and at the cost of Purchasers do execute or caused to be done and executed all such acts, deeds and things whatsoever for further better and more perfectly assuring said "self-contained complete Ownership Residential Flat" hereunder written in the **Second Schedule** and every part thereof and the properties appurtenant thereto unto and to the use of the Purchasers in the manner aforesaid as shall or may reasonably be required .

4. That, after the execution of this Deed if it appears that there are some clerical errors in any portion of the deed and / or unintentional omission in dealing with the different aspects which will lead to some in complete and contrary to the intentions or the objects and if the Purchasers so desires to be prepared and executed a Deed of Clarification / Declaration / Rectification, the same shall be executed and registered in favour of the Purchasers as per their request and at the cost of Purchasers.

5. The rates, taxes and all other outgoings of whatsoever nature due and payable in respect of the said property shall be borne and paid by the Developers up to the date of sale or delivery of possession, whichever is earlier.

Enjoyment of amenities vis a vis obligations of all the Purchasers /all Flat Owners:

1. The Purchasers shall not throw or accumulate or cause to be thrown or accumulated any dirt, rubbish, rages or together refuse or permit the same to be thrown or allow the same to be accumulated in their Flat or other portion of the Building.
2. That, not to store any combustible and inflammable goods or articles at the common place and common areas.
3. To keep the residential Flat in good tenable repair or conditions.

MUTATION , TAXES AND IMPOSITIONS

The Purchaser/s shall apply on their own initiatives for and to have the said property purchased by them shall be assessed by their names for the purpose of paying municipality rates and taxes and also apply for obtaining mutation in their names as the Purchasers of the Second Schedule property.

THE FIRST SCHEDULE AS REFERRED TO ABOVE

(Description of the land)

ALL THAT piece and parcel of Bastu land measuring an area 06 Cottahs 09 Chattaks 40 Sq. Ft., together with structure standing thereon, be the same a little more or less, lying and situated at **Mouza – Chakgaria**, J.L. No. – 26, R.S. No. – 148, Touzi No. – 259, Pargana – Medanmalla, recorded in C.S. Dag No. – 130/204 and R.S. Dag No. – 160 corresponding to C.S. Khatian No. – 83 and R.S. Khatian No - 75, within the jurisdiction of Kolkata Municipal Corporation, being **Kolkata Municipal Corporation Premises No. – 423, Chakgaria, under Ward No. – 109, Assessee no. – 311090337390, Borough – XII, Police Station – Purba Jadavpur now Panchasayar, in the District – South 24 Parganas,** which is butted and bounded as follows:

- NORTH** : land of R.S. Dag No. – 162 and land of Dulal Kanti Mondal.
SOUTH : 12 feet wide road.
EAST : 12 feet wide road.
WEST : land of R.S. Dag No. – 160 and land of Naren Kumar Das.

THE SECOND SCHEDULE AS REFERRED TO ABOVE

(Description of the Flat)

ALL THAT piece and parcel of a self-contained residential Flat, Being No.- “.....”, on the Floor, at the portion, measuring about Sq. Ft. carpet area (having its covered area Sq. Ft. and super built up area..... Sq. Ft.) be the same a little more or less, of the III storied building, together with undivided proportionate share of land attributable thereto at the said premises, as mentioned in first schedule herein above written, being the part and portion of Kolkata Municipal Corporation, being Kolkata Municipal Corporation Premises No. – 423, Chakgaria, under Ward No. – 109, Police Station – Purba Jadavpur now Panchasayar, in the District – South 24 Parganas,.

The sketch plan of the said Flat attached herewith demarcated by the **Red Border** line to be treated as part and parcel of this Deed of conveyance.

THE THIRD SCHEDULE ABOVE REFERRED TO :

(common area and facilities)

1. Stair case on the entire floor and the roof.
2. Common passage and lobby on the ground Floor, ingress and egress of the building, lift, open space surrounding the building.

3. Water pump, water tanks, Water pipes and other common plumbing installations, toilet on the ground floor.
4. Drainage, sewers, septic tank, electrical wiring, meter and fittings for common use.
5. Boundary walls, main gates, foundation beams and lateral supports, common walls and outside walls of the building.
6. Such other common part / areas. Equipment's installation fixtures for passage to usual user and occupancy of the Unit common and as are specified expressly to be as per the West Bengal Apartment Ownership Act 1972.
7. The roof should be treated as common areas to all the Purchasers of the Flats in the said premises.

THE FORTH SCHEDULE ABOVE REFERRED TO:

(common expenses)

1. All costs of maintenances, operations replacing, White washing painting, reconstructing, decorating, redecorating and lighting the common parts and also the outer walls of the building.
2. All charges for damage by occupiers for common utilities.
3. All taxes and other outgoing save those separately assessed on the respective Units.
4. Cost and charges of establishments for maintenances of the land building and watch and ward staff.
5. All other expenses and outgoing as are deemed by the Owners to be necessary or incidental for the regulating the right, title and interest of the Purchasers for their respective Flat and others including undivided proportionate share of Land.

[15]

IN WITNESS WHEREOF all the parties herein put and subscribe their respective hands and seal on the date, month and year first above written.

SIGNED, SEALED AND DELIVERED:

In the presence of

WITNESSES:

1)

2)

Signature of the Owner/Vendor

Signature of the Purchaser/s

[16]

Signature of the Developers/Confirming Parties

Drafted & prepared by me.

Advocate,
Alipore Judges Court,
Kolkata- 700027.

MEMO OF CONSIDERATION

RECEIVED of and from within named the PURCHASER/S the within mentioned sum of Rs. ..0,00 ,000/ (Rupees) only in full and final being the total consideration value of the SECOND SCHEDULE PROPERTY as per memo below :

<u>Date</u>	<u>Cheque No.</u>	<u>Bank with Branch</u>	<u>Amount</u>
-------------	-------------------	-------------------------	---------------

Total Rs.- ...0,00,000/-

WITNESSES:

1)

2)

Signature of the Developers/Confirming Parties