DEED OF CONVEYANCE

THIS INDENTURE made this _____ day of _____ Two Thousand

By and Between

SRI RUPAK BARAN SINGHAROY, son of Late Sri Bidyut Baran Singha Roy (a) Bidyut Singharoy, having PAN : CYAPS 0213 B, Aadhaar : 3410 5687 7621, **DOB**: 01-01-1970 and **Mobile**: 9477458404, by faith - Hindu, by nationality - Indian, by occupation - Service, residing at Premises No. 18, Pallisree, P.S. - Netaji Nagar, P.O. Regent Estate, Kolkata-700092, hereinafter called and referred to as the LAND OWNER (which expression shall unless excluded by or repugnant to the context be deemed to mean and include his heirs, executors, administrators, legal representatives and assigns) represented by Constituted Attorney 'SRISHTI CONSTRUCTION', a Partnership Firm, having its PAN : AETFS9042R and Mobile : 9038551625, registered office at Premises No. 5/3, Bijoygarh, ground floor, P.S.-Netaji Nagar, P.O.-Regent Estate, Kolkata-700092, represented by its all partners, namely (1) SRI SOHAM KUMAR BANIK, son of Late Sunil Kumar Banik, having PAN: AKUPB 6460 B, Aadhaar: 5032 1553 0703, DOB: 27-07-1981 and Mobile : 9903186847, by faith-Hindu, by nationality - Indian, by occupation - Business, residing at Premises No. 3/61, Bijoygarh, P.S.-Jadavpur, P.O.-Jadavpur University, Kolkata-700032, (2) SRI SOMNATH SENGUPTA, son of Late Niranjan Sengupta, having PAN : CEWPS 9069 H, Aadhaar: 7597 6436 4154, DOB: 11-12-1979 and Mobile: 8013470874, by faith-Hindu, by nationality - Indian, by occupation - Business, residing at Premises No. 5/19, Bijoygarh, P.S.-Netaji Nagar, P.O.-Regent Estate, Kolkata-700092, (3) SRI ANINDYA MAJUMDER, son of Late Amalendu Majumdar, having his PAN : AMEPM 2012 L, Aadhaar : 8650 9851 3795, DOB: 02-02-1980 and Mobile: 9339093560, by faith-Hindu, by nationality - Indian, by occupation - Business, residing at the Premises No. 5/14, Bijovgarh, P.S.-Netaji Nagar, P.O.-Regent Estate, Kolkata-700092, (4) SRI MAINAK BOSE, son of Sri Subash Chandra Bose, having his PAN : AGUPB 8302 J, Aadhaar: 2297 5335 0921, DOB: 13-04-1980 and Mobile: 9831192148, by faith-Hindu, by nationality - Indian, by occupation -Business, residing at Premises No. 5/28, Bijoygarh, P.S.-Netaji Nagar, P.O.-Regent Estate, Kolkata-700092 and (5) SRI SUBHRENDU GANGULY, son of Late Samarendu Ganguly, having his PAN : AJUPG 8207 E, Aadhaar : 8014 3649 4734, **DOB**: 01-06-1976 and **Mobile**: 8697551377, by faith-Hindu, by nationality - Indian, by occupation - Business, residing at Premises No.

1/47, Azadgarh, P.S.-Golf Green, P.O.-Regent Park, Kolkata-700040, authorized vide General Power of Attorney dated 23rd day of November, 2023 which has been registered at the office of the District Sub-Registrar - IV, South 24-Parganas and has been recorded in Book No: I, Volume No: 1604-2023 pages from 437825 to 437849, being No. 160413994 for the year of 2023 hereinafter jointly referred to as the "**OWNERS**" (which expression shall unless excluded by or repugnant to the context be deemed to mean and include his heirs, executors, administrators, legal representatives and assigns) of the **FIRST PART**;

AND

M/S. SRISHTI CONSTRUCTION [PAN: AETFS9042R], a Partnership Firm, having its Office at Premises No. 5/3, Bijoygarh, ground floor, P.S.-Netaji Nagar, P.O.-Regent Estate, Kolkata-700092, represented by its all partners, namely (1) SRI SOHAM KUMAR BANIK, son of Late Sunil Kumar Banik, having PAN : AKUPB 6460 B, Aadhaar: 5032 1553 0703, DOB: 27-07-1981 and Mobile: 9903186847, by faith-Hindu, by nationality - Indian, by occupation - Business, residing at Premises No. 3/61, Bijoygarh, P.S.-Jadavpur, P.O.-Jadavpur University, Kolkata-700032, (2) SRI SOMNATH SENGUPTA, son of Late Niranjan Sengupta, having PAN : CEWPS 9069 H, Aadhaar : 7597 6436 4154, DOB : 11-12-1979 and Mobile : 8013470874, by faith-Hindu, by nationality - Indian, by occupation - Business, residing at Premises No. 5/19, Bijoygarh, P.S.-Netaji Nagar, P.O.-Regent Estate, Kolkata-700092, (3) SRI ANINDYA MAJUMDER, son of Late Amalendu Majumdar, having his PAN : AMEPM 2012 L, Aadhaar : 8650 9851 3795, DOB : 02-02-1980 and Mobile : 9339093560, by faith-Hindu, by nationality - Indian, by occupation -Business, residing at the Premises No. 5/14, Bijoygarh, P.S.-Netaji Nagar, P.O.-Regent Estate, Kolkata-700092, (4) SRI MAINAK BOSE, son of Sri Subash Chandra Bose, having his PAN: AGUPB 8302 J, Aadhaar: 2297 5335 0921, DOB : 13-04-1980 and Mobile : 9831192148, by faith-Hindu, by nationality - Indian, by occupation - Business, residing at Premises No. 5/28, Bijoygarh, P.S.-Netaji Nagar, P.O.-Regent Estate, Kolkata-700092 and (5) SRI SUBHRENDU GANGULY, son of Late Samarendu Ganguly, having his PAN: AJUPG 8207 E, Aadhaar: 8014 3649 4734, **DOB**: 01-06-1976 and **Mobile**: 8697551377, by faith-Hindu, by nationality - Indian, by occupation - Business, residing at Premises No. 1/47, Azadgarh, P.S.-Golf Green, P.O.-Regent Park, Kolkata-700040 hereinafter referred to as the "PROMOTER" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors-in-interest, executors, administrators and permitted assignees, including those of the respective partners) of the **SECOND PART**;

AND

[If the Allottee is a company]

_____, (CIN no._____) a company incorporated under the provisions of the Companies Act, [1956 or 2013, as the case may be], having its registered office at _____, (PAN

represented by its authorized signatory,). (Aadhar duly no.) resolution authorized vide board dated hereinafter referred to as the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, executors, administrators and permitted assignees) of the **THIRD PART**;

[OR]

[If the Allottee is a Partnership]

____, a partnership firm registered under the Indian Partnership Act, 1932, having its principal place of business at ___, (PAN __ _), represented by authorized (Aadhar its partner, no. authorized) vide hereinafter referred to as the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors-in-interest, executors, administrators and permitted assignees, including those of the respective partners) of the **THIRD PART**;

[OR]

[If the Allottee is an Individual]

Mr. / Ms			_, (Aad	lhar no.)
son /	daughter	of				,	aged	about
		_, residin	g at					, (PAN
		_), hereir	ıafter	called	the	"All	lottee"	(which
expression	shall unless	s repugnan	t to th	ie conte	xt or	mear	ning the	ereof be
deemed to	mean and	include hi	s/her	heirs, o	execut	ors,	adminis	strators,
successors-	-in-interest a	nd permitte	d assig	gnees) of	the TH	IIRD	PART;	

[OR]

[If the Allottee is a HUF]

Mr.				, (Aadhar	no) soı	n of
				aged abo	out		fo	r self and	as
the	Karta	of	the	Hindu	Joint	Mitakshara	Family	known	as
				HUF,	having	its place of by	usiness /	residence	e at
				, (PA	.N),	hereina	fter
refer	red to a	s the	e "Allo	ttee" (whi	ch expr	ession shall u	nless repu	ignant to	the
cont	ext or m	leani	ng th	ereof be d	leemed	to include his	heirs, rep	oresentativ	ves,
exec	utors, a	dmin	istrat	ors, succ	essors-i	n-interest and	l permitte	d assigns	as
well	as the n	nemb	oers o	f the said	HUF, tl	heir heirs, exec	cutors, ad	ministrate	ors,
succ	essors-i	n-int	erest	and perm	itted as	signees)of the 1	THIRD PAP	RT.	

[Please insert details of other allottee(s), in case of more than one allottee]

The Promoter and Allottee shall hereinafter collectively be referred to as the "Parties" and individually as a "Party".

WHEREAS:

- A. **WHEREAS** after the Partition of India, a large number of residents of former East Pakistan now Bangladesh crossed over and entered into the territory of the State of West Bengal from time to time due to force and circumstances beyond their control. The then Government of West Bengal offered all reasonable facilities to such displaced person including providing them with housing facilities and/or residences to them and their family members in the state of West Bengal. Accordingly, a considerable number of such displaced persons from East Pakistan were, therefore compelled to occupy vacant lands in the urban areas for homestead purpose.
- В. AND WHEREAS the Government of West Bengal with the intent to Rehabilitate the Refugee from East Pakistan now Bangladesh acquired a large number of plots of land in the Urban Area under the provision of L.D.P. Act and the Govt. of West Bengal decided to make gift of the said plot of land in favour of such displaced persons / refugees. Thereafter the Governor of the State of West Bengal for & on behalf of the Refugee Relief and Rehabilitation Department, Government of West Bengal made and registered a Deed of Gift on 11-01-1989, before the office of the Additional District Sub Registrar at Alipore which has been recorded in Book No. I, Volume No. 4, Page from 13 to 16, being No. 229 for the year 1989, in favour of Sri Bidyut Baran Singha Roy @ Bidyut Singharoy who was one of the Refugee. Thus by virtue of above mentioned deed of gift being No. 229 for the year 1989, the aforesaid Sri Bidyut Baran Singha Roy @ Bidyut Singharoy became the absolute owner of all that homestead land measuring little more or less **3K.-7Ch.** in E.P. No. 9, S.P. No. 81, C.S. Plot No. 2441(P), Mouza - Arakpur, J.L. No. 39, P.S.-Jadavpur, under Kolkata Municipal Corporation Ward No. 98, District 24 Pgs (S) and thereafter time to time constructed two storied cement finished residential building measuring totally about 2000sq.ft. covered area (1000 sq.ft. covered area on each floor), at which on the entire ground floor occupied/enjoying by Tenant and made mutation in favour of aforesaid Sri Bidyut Baran Singha Roy @ Bidyut Singharoy and the above mentioned plot of land with two storied residential building recorded as the Premises No. 41/16, Chand Md. Road, its postal

address 18, Pallisre, P.S. - Netaji Nagar, P.O. Regent Estate, Kolkata-700092, KMC Ward No. 98, Assessee No. 21-098-01-0825-9, hereinafter mentioned to as 'the **said land and premises**' which is morefully described in the **Schedule-'A'** hereunder written.

- C. **AND WHEREAS** while was enjoying the aforesaid land and premises of Schedule-'A', the aforesaid owner Sri Bidyut Baran Singha Roy @ Bidyut Singharoy died intestate on 30-09-2019 (his wife Smt. Dipti Singha Roy died on 17-01-2021), a Hindu under Dayabhagha School of Hindu Law, leaving behind their only son Sri Rupak Baran Singharoy to inherit the aforesaid land and premises of Schedule-'A'. Thus by virtue of inheritance, said Sri Rupak Baran Singharoy become the absolute owner of all that homestead land measuring little more or less 3K.-7Ch. with two storied cement finished residential building measuring totally about 2000 sq.ft. covered area (1000 sq.ft. covered area on each floor), at which on the entire ground floor occupied/enjoying by Tenant in E.P. No.9, S.P. No. 81, C.S. Plot No. 2441(P), Mouza - Arakpur, J.L. No. 39, Premises No. 41/16, Chand Md. Road, its postal address 18, Pallisre, P.S. - Netaji Nagar, P.O. Regent Estate, Kolkata-700092, KMC Ward No. 98 and made mutation in favour of him and paying KMC property tax under the Assessee No. 21-098-01-0825-9, hereinafter mentioned to as 'the said land and premises' free from all encumbrances, charges, liens, lispendences, attachments, requisitions, acquisitions and trust of whatsoever nature which is morefully and particularly described in the **Schedule-'A'** hereunder written.
- D. The Owner and the Promoter have entered into a Development Agreement with Development Power of Attorney dated 24th day of February, 2023 which has been registered at the office of the Additional District Sub-Registrar, Alipore, South 24-Parganas and has been recorded in Book No: I, Volume No: 1605-2023 pages from 12506 to 12552, being No. 160500290 for the year of 2023.
- E. Subsequently due to technical reason said Development Agreement with Development Power of Attorney has been cancelled vide a Cancellation of Development Agreement with Power of Attorney dated 23rd day of November, 2023 which has been registered at the office of the District Sub-Registrar - IV, South 24-Parganas and has been recorded in Book No: I, Volume No: 1604-2023 pages from 440766 to 440785, being No. 160413988 for the year of 2023.

- F. Subsequently the Owner and the Promoter have entered into a Development Agreement dated 23rd day of November, 2023 which has been registered at the office of the District Sub-Registrar - IV, South 24-Parganas and has been recorded in Book No: I, Volume No: 1604-2023 pages from 440860 to 440924, being No. 160413989 for the year of 2023.
- G. Subsequently the Owner, in favour of the Developer, executed a General Power of Attorney dated 23rd day of November, 2023 which has been registered at the office of the District Sub-Registrar - IV, South 24-Parganas and has been recorded in Book No: I, Volume No: 1604-2023 pages from 437825 to 437849, being No. 160413994 for the year of 2023.
- H. The Owners/Vendors caused to be obtained various permissions approvals and/or consents for undertaking a Building named "SRISHTI APARTMENT" on the entirety of the said land and also caused a map or plan which was sanctioned by the Kolkata Municipal Corporation vide Building Plan No: 2024100104 dated 07.08.2024 (hereinafter referred to as the said PLAN) for undertaking the construction of the said Project.
- I. The Promoter has registered the Real Estate Project with the Regulatory Authority appointed under the West Bengal Housing Industry Regulation Act 2017 having Registration No: _____ dated

- K. The Allottee has: -
 - 1) Fully satisfied himself/herself/ itself as to the title of the Owners/Vendors and the right of the Promoters in respect of the said land.
 - 2) Inspected the said Development Agreements cum General Power of Attorney entered into between the Owners/Vendors and the Promoter.
 - 3) Inspected the plan sanctioned by the authorities concerned in respect of the building constructed by the Promoter and agreed not to raise any objection with regard thereto.
 - 4) Verified the location and site of the Unit including the egress and ingress hereof, specifications of the Unit and of the complex and also the area of the Unit and agreed not to dispute the same.
 - 5) Confirmed that the right of the Allottee shall remain restricted to the said Unit and the Properties Appurtenant Thereto.
 - 6) Examined and satisfied himself/herself/itself about the General Terms and Conditions as contained in the Agreement for Sale dated _____and agrees to abide by it.
 - 7) Confirmed that the Owners/Vendors shall be entitled to change and/or alter and/or modify the said Plan including change of use ofany part or portion of the buildings to be constructed erected and completed on the said land and in that event the Allottee shall have no objection to the application of common facilities to various extensions of the Project.
 - 8) Satisfied himself/herself/itself as to the carpet/built-up area to comprise in the said Unit and also the common parts/portions which would be common for all the residents/occupants of the various Units comprised in the said building and has agreed not to challenge or dispute the same in any manner whatsoever or howsoever.
 - 9) Structural stability of the Building.
 - 10) Construction of the Building and the Unit.
 - 11) The fittings and fixtures installed at the said Unit and the Building.

- 12) Completion and finishing of the Unit and the Building.
- 13) The situation of car parking space.
- 14) The supply of water and electricity to the Unit and the Building.
- 15) The common facilities and amenities of the Building.
- L. The words defined in the Agreement for Sale shall have the same meaning in these presents and unless there is anything in the subject or context inconsistent with the said expressions in such a case they shall have the meaning assigned to them.

NOW THIS INDENTURE WITNESSETH that pursuant to the said in consideration of the sum of Agreement for Sale and Rs. lawful money of the Union of India well and truly paid by the Allottee to the Promoter (the receipt whereof the Promoter doth hereby admit and acknowledge and of and from the same and every part thereof forever acquit, release and discharge the Allottee and the said Unit and properties appurtenant thereto) the Owners/Vendors doth hereby grant, transfer, convey, assign and assure and the Promoter doth hereby confirm and assure unto and in favour of the Allottee All that the said Unit No on the Floor, Unit Type-____ in the Building containing carpet area of _____ Sq.Ft corresponding to a built-up area of Sq. Ft. be the same a little more or less corresponding to _____ Sq.Ft. Super Built-Up area more fully and particularly described in the Second Schedule hereunder written but excepting the Reserved and Excluded areas and reserving the easement and other rights and other measures as specified in the Application Form, Booking Confirmation Letter and Agreement for Sale (all of which are here to fore as well as hereinafter collectively referred to as the SAID UNIT AND THE RIGHTS AND PROPERTIES APPURTENANT THERETO), absolutely and forever free from all encumbrances, charges, liens, attachments, trusts, whatsoever or howsoever AND TOGETHER WITH the right to use the common areas installations and facilities as described in detail in Schedule-D to the Agreement for Sale in common with the Co-Allottees and the other lawful occupants of the Building AND TOGETHER WITH all easements or quasi-easements and other stipulations and provisions in connection with the beneficial use and enjoyment of the said Unit And the Rights And Properties Appurtenant thereto TO HAVE AND TO HOLD the said Unit and the Rights and Properties Appurtenant thereto hereby granted, transferred and conveyed and every part or parts thereof unto and to the use of the Allottee.

AND THE OWNERS /VENDORS AND THE PROMOTER DO AND EACH OF THEM DOTH HEREBY COVENANT WITH THE ALLOTTEE AS FOLLOWS:

- a. Notwithstanding any act deed matter or thing whatsoever by the Owners/Vendors or the Promoters done or executed or knowingly suffered to the contrary the Owners/Vendors is or the Promoters are now lawfully rightfully and absolutely seized and possessed of and/or otherwise well and sufficiently entitled to Said Unit And The Rights And Properties Appurtenant thereto hereby granted sold conveyed, transferred, assigned or intended so to be and every part thereof for a perfect and indefeasible estate or inheritance without any manner or conditions use trust encumbrances or make void the same.
- b. Notwithstanding any act deed or thing whatsoever done as aforesaid the Owners/Vendors and the Promoter now have good right full power and absolute authority to grant convey transfer sell and assign all and singular the Said Unit And The Rights And Properties Appurtenant thereto hereby conveyed transferred or expressed so to be unto and to the use of the Allottee in the manner as aforesaid.
- c. The said Unit And The Rights And Properties Appurtenant thereto hereby granted and conveyed or expressed or intended so to be is now free from all claims, demands, encumbrances, liens, attachments, leases and trust made or suffered by the Owners/Vendors or the Promoter or any person or persons having or lawfully or equitably claiming any estate or interest thereon through under or in trust for the Owners/Vendors or the Promoters.
- d. The Allottee shall and may at all times hereafter peaceably and quietly hold possess and enjoy the Said Unit And The Rights And Properties Appurtenant thereto and receive all the rents issues and profits thereof without any lawful eviction interruption claims or demands whatsoever by the Owners/Vendors or the Promoters or any person or persons having or lawfully or equitably claiming as aforesaid.
- e. The Allottee shall be freed cleared and absolutely discharged saved harmless and kept indemnified against all estates, charges, encumbrances liens, attachments, or trust or claims and demands whatsoever created occasioned or made by the Owners/Vendors or the Promoters or any person or persons lawfully or equitably claiming as aforesaid.
- f. AND FURTHER THAT the Owners/Vendors or the Promoter and all persons having or lawfully or equitably claiming any estate or interest in the Said Unit And the Rights And Properties Appurtenant thereto or any part thereof through under or in trust for the Owners/Vendors or the Promoter shall and will from time to time and at all times hereafter at the request and cost of the Allottee make do and execute or cause

to be made done and executed all such further lawful acts deeds or things whatsoever for further better or more perfectly assuring the Said Unit And The rights And Properties Appurtenant thereto and every part thereof unto and to the use of the Allottee in the manner as aforesaid as shall or may be reasonably required.

- g. The Owners/Vendors and the Promoter have not at any time done or executed or knowingly suffered or been party to any act deed or thing whereby and the Said Unit And the Rights And Properties Appurtenant thereto hereby granted transferred and conveyed or expressed so to be or any part thereof is can or may be impeached encumbered or affected in title or otherwise.
- h. The Promoter doth hereby further covenant with the Allottee that unless prevented by fire or some other irresistible force shall from time to time and at all times hereafter upon every reasonable request and at the costs of the Allottee shall produce or cause to be produced to the Allottee or to his/her/its attorneys or agents at or before any trial examination or commission for inspection or otherwise as occasion shall require the title deeds in connection with the Said Unit and also shall at the like request and costs of the Allottee deliver to the Allottee such attested or other true copies or extracts therefrom as the Allottee may require and will in the meantime unless prevented as aforesaid keep the same un-obliterated and un-cancelled.

AND THE ALLOTTEE SHALL TO THE END AND INTENT THAT THE OBLIGATIONS AND COVENANTS HEREINAFTER CONTAINED SHALL AT ALL TIMES HEREAFTER RUN WITH THE OWNERSHIP AND POSSESSION OF THE SAID UNIT AND THE RIGHTS AND PROPERTIES APPURTENANT THERETO HEREBY CONVEYED HEREBY COVENANT WITH THE OWNERS/VENDORS AND THE PROMOTERS AS FOLLOWS:

- a. To observe, perform, comply with and fulfill the obligations, covenants and conditions on his/her/its/their part to be observed and performed contained in the Application Form, the Booking Confirmation Letter and the Agreement for Sale as part and parcel of these presents.
- b. To become member and/or share holder, as the case may be, of the Unit Owners Association, upon its formation, without raising any objection whatsoever and also co-operate with the Holding Organisation to be formed as be deemed necessary and expedient by the Promoters and also abide by all the rules and regulations restrictions and bye-laws as be framed and/or made applicable by the Promoters and/or the holding Organisation for the common purposes and shall also sign and execute all papers, documents and

applications for the purpose of formation of the Holding Organisation and to do all the necessary acts deed and things.

c. Not to hold the Promoter liable for rendering any accounts or explanation of any expenses incurred by it in its acts relating to the Common Purposes or tofurnish any vouchers, bills, documents etc. in any manner and the Allottee as well as the Holding Organisation shall remain liable to indemnify and keep indemnified the Promoters and/or any person or persons nominated, appointed and/or authorized by the Promoters for all liabilities due to non-fulfillment of their respective obligations contained herein by the Allottee and/or the Holding Organisation.

THE FIRST SCHEDULE ABOVE REFERRED TO (THE PROJECT)

ALL THAT piece and parcel of land admeasuring 3 Cottahs 7 Chittaks lying and situated at Premises No: 41/16, Chand Md. Road (Postal Premises No: 18, Pallisre) under E.P. No: 9, S.P. No: 81, C.S. Plot No. 2441(P), Mouza: Arakpur, J.L. No: 39, P.O: Regent Estate, P.S: Netaji Nagar, Kolkata: 700092, under Assessee No. 21-098-01-0825-9 within the limits of Ward No: 98, Borough No: X, Kolkata Municipal Corporation butted and bounded as follows:

On the North	: By Part of E.P. No: 8;
On the South	: By Part of E.P. No: 10;
On the East	: 17 Feet wide Road;
On the West	: Colony Boundary / Drain

THE SECOND SCHEDULE ABOVE REFERRED TO (THE SAID UNIT)

ALL THAT the Unit No.____ on the _____ Floor of the Building Sq.Ft (Carpet Area/Chargeable Area) corresponding to admeasuring _____ Sq.Ft (Built Up Area) and ______ Sq.Ft (Super Built Up Area) in the project named "SRISHTI APARTMENT" under construction on the Land mentioned in the First Schedule demarcated in the floor plan annexed hereto and externally bordered in **RED** and marked **ANNEXURE-2 Together** with the right to use Car Parking Space Covered(Dependent/Independent) located on the Ground Floor of the Building and pro-rata share in the Common areas.