

DEED OF CONVEYANCE

THIS INDENTURE made on this day of January Two Thousand
Twenty Four (2024) **BETWEEN**

(1) **SRI JOYDEB PRAMANIK**, (PAN-DOQPP3949E & Aadhar No. 8642-2503-3358), son of Late Sudhir Chandra Pramanick, by faith–Hindu, Nationality–Indian, by Occupation–Service, (2) **SMT. SAGARIKA PRAMANIK** (PAN-BUVPP0535R & Aadhar No. 6855-7457-2377), wife of Late Sahadeb Pramanik, by faith–Hindu, Nationality–Indian, by occupation–Housewife, (3) **SRI SHAMRAT PRAMANIK**, (PAN-ECYPP8818M & Aadhar No. 5791-4806-0187), son of Late Sahadeb Pramanik, by faith–Hindu, Nationality – Indian, by Occupation–Student, & (4) **MISS. SRABANTI PRAMANIK**, (Minor dated of birth 01.08.2012) (PAN-ECYPP8818M & Aadhar No.6341-8372-6158), daughter of Late Sahadeb Pramanik, by faith Hindu, Nationality-Indian, by occupation-Student, represented by her mother as natural guardian, said **SMT. SAGARIKA PRAMANIK**, hereinafter referred to as the '**OWNERS/ VENDORS**' (which expression shall unless excluded by or repugnant to the context be deemed to mean and include their heirs, executors, administrators, legal representatives and assigns) of the **FIRST PART**: Represented by their constituted Attorney namely **MIDLAND PROJECTS LIMITED**, (PAN-AADCM4353Q) a Company, incorporated under the Companies Act. 1956, having its office at 214, 2nd floor, 64A, Hemanta Basu Sarani, P.O.- G.P.O., P.S. Hare Street, Kolkata - 700001, represented by one of its Director **SRI ANURAG BINDAWALA** (PAN-ADEPB5419M & Aadhar No. 924625557124) son of Sri Bhagwandas Bindawala, by faith Hindu, by occupation-Business, residing at 180, Block-G, P.O. & P.S. New Alipore, Kolkata-700053, which was duly registered on dated 16.03.2020, duly registered in the Office of D.S.R-IV, Alipore and recorded in Book No. I, Volume No. 1604-2022, Pages from to, being No. 16040..... for the year 2022.

AND

(1) **MR.** _____ [PAN-_____ & Aadhar _____], son of _____, by faith – Hindu, Nationality – Indian, by occupation – _____ residing at _____, hereinafter called and referred to as the **PURCHASER** (which terms or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their heirs, executors, administrators, legal representatives and assigns) of the **SECOND PART.**

AND

MIDLAND PROJECTS LIMITED (PAN-AADCM4353Q) a Company, incorporated under the Companies Act. 1956, having its office at 214, 2nd floor, 64A, Hemanta Basu Sarani, P.O.- G.P.O., P.S. Hare Street, Kolkata – 700001, represented by its Directors namely **SRI ANURAG BINDAWALA** (PAN-ADEPB5419M & Aadhar No. 9246 2555 7124) son of Sri Bhagwandas Bindawala, by faith Hindu, Indian, by occupation-Business, residing at 180, Block-G, P.O. & P.S. New Alipore, Kolkata-700053, hereinafter called and referred to as **DEVELOPER/ CONFIRMING PARTY** (which terms or expression shall unless excluded or repugnant to the subject or context be deemed to mean and include its successor-in-office, successor-in-interest, executors, administrators, legal representatives and assigns) of the **THIRD PART.**

WHEREAS one Sri Ramlal Mondal was seized and possessed of or otherwise well and sufficiently entitled to All That piece and parcel of land measuring 14 Decimals, out of which 5 Decimals of Dag No.65 under R.S. Khatian No.443 & 9 Decimals of Dag No.66 under R.S. Khatian No.425, situated at Mouza-Garfa, J.L. No.19, Pargana-Khaspur, R.S. No.2, Touzi No.13,10 under P.S. formerly Tollygunge then Kasba now Garfa, now

within the limits of The Kolkata Municipal Corporation, Ward No.105, Sub-Registry /A.D.S.R. office at Sealdah, in the District of formerly 24-Parganas, since South 24-Parganas, more fully described in the First Schedule hereunder written and by a Mourashi Pattah, registered at S.R. Alipore, vide Book No.I, Volume No.24, page from 11 to 12, Deed No.163 for the year 1940, he given the said land to one Sri Nagendra Nath Pramanik and the said Sri Nagendra Nath Pramanik admit the same by executing Kabuliyat, registered at S.R. Alipore, vide Book No.I, Volume No.17, page from 188 to 189, Deed No.164 for the year 1940 unto and in favour of the said Ram Lal Mondal.

AND WHEREAS while the said Sri Nagendra Nath Pramanik seized and possessed of the said property died intestate in the year 1364 B.S. leaving behind his wife Smt. Chapamoni Pramanik, one son Sri Rampada Pramanik and one daughter Smt. Harani Pramanik, as his only legal heirs and successors, who jointly inherited the said property left by the said deceased.

AND WHEREAS thereafter the said Smt. Chapamoni Pramanik died intestate leaving behind her said one son Sri Rampada Pramanik and one daughter Smt. Harani Pramanik, as his only legal heirs and successors.

AND WHEREAS thus the said Sri Rampada Pramanik and Smt. Harani Pramanik jointly became the owners of the said land and their names were duly recorded in the Revisional Settlement records of rights as absolute owners thereof.

AND WHEREAS for the purpose of more convenient use and enjoyment, the said Sri Rampada Pramanik and Smt. Harani Pramanik made partition or division of the said landed property between themselves by a Bengali Deed of Partition, dated 03.12.1979, registered in the office of Sub-Registrar at Alipore and recorded in Book No.I, Volume No.149, page from 1 to 7, Deed No.5346 for the year 1979 and the said Smt. Harani

Pramanik, as the First Party, was allotted the demarcated area of the said land measuring 7 Decimals equivalent to 3 Cottah 5 Chittak 22 sq.ft. be the same a little more or less, out of 5 Decimals of Dag No.65 under R.S. Khatian No.443 & 2 Decimals of Dag No.66 under R.S. Khatian No.425, more fully described in the First Schedule hereunder written.

AND WHEREAS being the Owner of the said land, the said Smt. Harani Pramanik mutated her name in the office of The Kolkata Municipal Corporation in respect of the said land, which has since been known and numbered as Premises No.53, Arya Vidyalay Road, Kolkata-700078, upon payment of rates and taxes thereto.

AND WHEREAS while the said Smt. Harani Pramanik enjoyed the said property, died intestate on 22.11.2012 leaving behind her two sons namely Sri Sahadev Pramanik, since deceased, Sri Joydeb Pramanik, the Owner no.1 herein and three married daughters Smt. Alta Bala Pramanik, Smt. Pari Bala Das and Smt. Mamata Pramanik as her only legal heirs and successors, who jointly inherited the said property left by the said deceased, each having $1/5^{\text{th}}$ share therein, as per Hindu Succession Act.1956.

AND WHEREAS the said Sahadev Pramanik died intestate leaving behind her wife Smt. Sagarika Pramanik, one son Sri Samrat Pramanik and Miss Srabanti Pramanik (both then were minors), as his only legal heirs and successors.

AND WHEREAS by a Bengali Deed of Gift, dated 27.06.2013, registered in the office of D.S.R.-III at Alipore and recorded in Book No.I, Volume No.12, page from 252 to 268, Deed No.05897, for the year 2013, the said Smt. Alta Bala Pramanik, Smt. Pari Bala Das and Smt. Mamata Pramanik granted, transferred and conveyed their undivided $3/5^{\text{th}}$ share in the said land measuring 3 Cottah 5 Chittak 22 sq.ft. be the same a little more or less, together with structure standing thereon, more fully described in the

First Schedule hereunder written, unto and in favour of the owners herein Sri Joydeb Pramanik, Smt. Sagarika Pramanik, one son Sri Samrat Pramanik and Miss Srabanti Pramanik (both then were minors).

AND WHEREAS by way of inheritance and by way of gift, the owners herein thus seized and possessed of the said land measuring 3 Cottah 5 Chittak 22 sq.ft. be the same a little more or less, together with structure standing thereon, more fully described in the First Schedule hereunder written, having unfettered right, title and interest thereto and free from all encumbrances.

AND WHEREAS with a view to develop the said property, the Owners herein entered into a Development Agreement dated 16.03.2022, duly registered in the Office of D.S.R-IV, Alipore and recorded in Book No. I, Volume No. 1604-2022, Pages from to being No. 16040..... for the year 2022, with the Developer herein for development of the said land measuring 3 Cottah 5 Chittak 22 sq.ft. be the same a little more or less and also granted Development Power of Attorney dated, duly registered in the Office of D.S.R-IV, Alipore and recorded in Book No. I, Volume No. 1604-2022, Pages from to, being No. 16040..... for the year 202.., in favour of the Developer herein for construction of a G+III storied building at the cost of the Developer herein after demolishing the existing structure thereon under certain terms and conditions contained therein.

AND WHEREAS by the said Development Agreement and Development Power of Attorney, the Owners herein confirmed the Developer inter alia right to construct, negotiate for sale of the said Developer's allocation to any person or persons, its nominees, wherein to purchase undivided proportionate share in the land and the self contained flat to be constructed

at the said premises and to receive the part and full consideration money there from.

AND WHEREAS the Developer herein have completed the construction of the proposed a G+III storied building at the said land and premises as described in the First Schedule below as per the said sanctioned building plan vide plan No. 2021120230 dated 28 Oct 2021 Borough No. XII.

AND WHEREAS the Developer herein declared for absolute sale under ownership apartment system out of the Developer's allocation, the flats and spaces and the Purchaser herein being satisfied with the right, title and interest in the said property, proposed to purchase one self contained flat, **being No. 2A, on Second Floor**, measuring about **491 sq.ft.** more or less carpet area and **one Car Parking Space**, measuring about 150 sq.ft. more or less on the Ground floor of the said building with right to use and enjoy in common the common areas and facilities to be provided in the said building with other owners and occupiers of the said premises together with undivided proportionate share in the said land, more fully described in the Second Schedule hereunder written, at the total fixed price or consideration of **Rs. _____ /-(Rupees _____ only) plus GST** and the Owners and Developer herein agreed to sell the said flat and Car Parking Space at the said consideration to the Purchaser herein.

NOW THIS INDENTURE WITNESSETH that in pursuance of the said agreement and in consideration of the said sum of **Rs. _____ /-** (Rupees _____) only being the full consideration money of the said flat, well and truly paid by the Purchaser to the Developer, on or before the execution of this deed, the value of the proportionate share of land has been appropriated by the Developer to the Owners by way of

Owners' allocation inconformity with the said Agreement for Development, (the receipt whereof, the Developer doth hereby admit and acknowledge the same as per memo of consideration hereunder written and of and from the payment of the same, the Owners and Developer do hereby acquit, release and forever discharge the Purchaser and the said flat with undivided proportionate share in the land and the common areas hereby sold) the Owners and Developer do hereby grant, transfer, convey, sell, assign and assure unto the Purchaser ALL THAT undivided proportionate share in the land attributable to the said flat comprised in Municipal **K.M.C. Premises No. 53 Arya Vidyalay Road falling within Ward No.105, Borough-XII, Kolkata – 700078 under P.S. – Garfa**, Dist. 24-Parganas (South) more fully described in the First Schedule hereunder written, together with the said self contained flat, being **flat No. 2A, on the Second floor**, containing by admeasuring **491 sq.ft.** of carpet area more or less of the building of the said building, more fully described in the second Schedule hereunder written, TOGETHER WITH all the rights, appurtenances thereto and all easements, quasi-easements and other stipulations or provisions in connection with the beneficial use and enjoyment of the said flat with right to use the staircase, electrical installations, common areas, lobbies roof landing pump space, septic tank, open side space, passage, main gate, boundary wall, and other privileges etc. of the said building and other common areas in common with the Owners and occupiers of the other flats of the said building for the purpose of uninterrupted access to and from the main Municipal road or otherwise fully described in the Third Schedule hereunder written, belonging to or in anywise appertaining thereto or usually held, used, enjoyed and occupied therewith or reputed to belong or be appurtenant thereto and the reversion or reversions, remainder or remainders and all the rents, issues and profits

thereof AND all the estate, right, title, interest, claim, and demand whatsoever both at law and in equity of the Owners into or upon the said flat and undivided proportionate share in the said land and every part thereof **TO HAVE AND TO HOLD** the said undivided proportionate share in the land and the said flat so to be unto and to the Purchaser absolutely and forever free from all encumbrances.

THE OWNERS & DEVELOPER DO HEREBY COVENANT WITH THE PURCHASER as follows:-

1. The interest which the Owners and Developer do hereby profess to transfer subsist and that the Owners hath good right, full power, absolute authority and indefeasible title to grant, transfer, convey, sell the said undivided proportionate share in the land and the said flat, hereby granted, conveyed, transferred and sold unto the Purchaser in the manner aforesaid
2. It shall be lawful for the Purchaser from time to time and at all times hereafter to enter, upon, hold, possess and enjoy the said undivided proportionate share in the land and the flat with right to sell, transfer or otherwise alienate the same and pay the rents to the District Collector, South 24-Parganas and taxes to the Kolkata Municipal Corporation, upon getting their names mutated in the records of the said authorities and receive the rents, issues and profits thereof without any interruption, disturbances, claims or demands whatsoever for or by the Owners or any person or persons claiming through under or in trust for the Owners & developer or any of their predecessor-in-title acquitted, exonerated, discharged, saved, harmless and keep the Purchaser indemnified from or against all charges, encumbrances, made or suffered by the Owners or any person or persons lawfully or equitably claiming as aforesaid.

3. The undivided proportionate share in the land together with constructed flat hereby transferred and conveyed are freed and discharged from and against all sorts of encumbrances, trusts, liens, and attachments whatsoever. There is no case, suits or proceeding pending before any court of law and the Owners and Developer sold the said flat while having good and marketable title therein.

4. The Owners and Developer shall from time to time and at all times hereafter upon every reasonable request and cost of the Purchaser make do acknowledge, execute and perfect all such further lawful and reasonable act, deeds and things whatsoever for further better and more perfectly assuring and conveying the said undivided share in the land and the flat hereby sold unto the Purchaser in the manner aforesaid.

5. The Owners shall unless prevented by fire or some other inevitable accident from time to time and at all times hereafter upon every reasonable request and cost of the Purchaser produce or cause to be produced to the Purchaser their agents and attorney or any trial hearing commission, examination or otherwise as writing and also shall at the like request and cost deliver or cause to be delivered to the Purchaser such attested writing or any of them as the Purchaser may require and will in the meantime unless prevented as aforesaid keep the said deeds and writings safe unobliterated and un-cancelled.

THE PURCHASER DO HEREBY COVENANT WITH THE OWNERS & DEVELOPER as follows :-

1. That the Purchaser shall pay the proportionate share of Municipal taxes or like taxes under any law, which may be assessed on the entire building, so long as the said flat sold to the Purchaser, shall not be separately mutated.

2. The Purchaser shall pay the proportionate cost and expenses for maintaining repairing, renovating of the said building and replacement of any fixtures, fittings and/or components or accessories of the building for white washing or painting of the outer portion of the building etc. more fully mentioned in the Fourth Schedule hereunder written.
3. The Purchaser shall pay the electric charges for consumption of the electricity in their flat proportionately unless the separate electric meter is granted in their names by the Electric Supply authority.
4. The Purchaser shall use the said flat sold to them solely for residential purpose and for no other purpose.
5. The Purchaser shall not make or cause to be made any annoyance or disturbance to the Owners and occupiers of the other flats of the said building.
6. The Purchaser shall not store any inflammable or combustible obnoxious and/or objectionable goods or materials other than L.P.G. or kerosene oil for domestic purpose in the said flat sold to them or any part thereof.
7. The Purchaser shall not throw or permit to be thrown dirt, debris, refuse or other refuse in the compound, corridor, premises or any other portion outside the said flat.
8. The Purchaser shall keep the said flat sold to them and its walls and partition walls, sewers, drains, pipes and appurtenances thereof in good repair and conditions and in particularly as to support, shelter and lateral part of the building.
9. The Purchaser shall become member of the Association/Society of the Owners, which may be formed and also do all such acts and things necessary for making such Association/Society for protection management and maintenance of the said building.

10. The Purchaser shall observe, perform, and comply with all the rules and regulations made from time to time for protection, maintenance and management of the said building and also the rules and municipal bye laws.

FIRST SCHEDULE ABOVE REFERRED TO

ALL THAT a piece and parcel of land measuring 3 Cottah 5 Chittak 22 sq.ft. be the same a little more or less, together with 400 sq.ft. Asbestos shed structure standing thereon, out of which 5 Decimals of Dag No.65 under R.S. Khatian No.443 & 2 Decimals of Dag No.66 under R.S. Khatian No.425, situated at Mouza-Garfa, J.L. No.19, Pargana-Khaspur, R.S. No.2, Touzi No.13,10, being Premises No.53, Arya Vidyalay Road, Kolkata-700078, under P.S. formerly Tollygunge then Kasba now Garfa, now within the limits of The Kolkata Municipal Corporation, Ward No.105,Sub-Registry /A.D.S.R. office at Sealdah, in the District of formerly 24-Parganas, at present South 24-Parganas, together with all easements rights and appurtenances thereto, being butted and bounded as follows :-

ON THE NORTH : By 17 ft wide K.M.C Road
 ON THE SOUTH : By Premises No. 67, Arya Vidyalaya Road;
 ON THE EAST By 12 ft. wide KMC Road;
 ON THE WEST By Premises no. 80 Arya Vidyalay.

SECOND SCHEDULE ABOVE REFERRED TO

ALL THAT a self contained complete Flat, being **flat No. 2A, on the Second floor** containing by admeasuring **491 sq.ft.** of carpet area of consisting of 2 (two) bedrooms, 1(one) drawing cum dinning room, one (1) kitchen and two (2) toilets alongwith one balcony of the said building,

togetherwith one car parking measuring 150 sq, ft on the ground floor including the proportionate share in the common areas and facilities together with undivided proportionate share in the land situated at **K.M.C. Premises No. 53 Arya Vidyalay Road, Kolkata-700078**, under P.S. formerly Tollygunge then Kasba now Garfa, now within the limits of Kolkata Municipal Corporation, Ward No.105, Sub-Registry/ A.D.S.R. office at Sealdah, in the District of 24-Parganas (South),more fully described in the First Schedule hereinabove written and the said flat is clearly shown and delineated in the map or plan annexed hereto and depicted with RED border line therein.

THIRD SCHEDULE ABOVE REFERRED TO

Common areas and portions in this deed shall include:-

- a) The Foundation, columns, girders, beams supports, main walls, corridors, lobbies, staircase, landing, side space, entrance, and exit and roof of the building.
- b) The installation of common service such as power, light, water, drainage, and boundary wall etc.
- c) The underground and overhead water tank, water, pump motor, water pipes and tap water connection, electrical equipment, apparatus and installation, existing for common use.
- d) All other common parts of the property necessary or convenient to its existence, maintenance for common use.

FOURTH SCHEDULE ABOVE REFERRED TO

Common expenses to be paid proportionately by the Purchaser on taking possession or registration of the said flat as follows:-

1. The expenses for maintaining, repairing, redecorating, etc. of the building, gutters, rain water pipes, sanitary pipes, electric pipes, wires and installations in under or upon the said building and enjoyed or used by the Purchaser hereto in common with other Owners and occupiers of the said building.
2. The cost of the cleaning and lighting the passage, landing, staircase and other parts and portions of the building and enjoyed or used by the Purchaser hereto in common as aforesaid.
3. The cost of decorating the exterior of the building.
4. The cost of salaries of sweepers, caretaker etc.
5. The cost of working and maintenance of pump motor, tap water equipments, light and service charges.
6. Capital or recurring expenditure for replacement of all or any item comprised in the General common parts and portions and common facilities.

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands and signatures on the day, month and year first above written.

SIGNED & DELIVERED

In presence of:-

- 1.

As constituted Attorney of Joydeb
Pramanik, Sagarika Pramanik,
Shamrat Pramanik & Shrabanti
Pramanik the **Owners/ Vendors**

2.

DEVELOPER

PURCHASER

MEMO OF CONSIDERATION

RECEIVED from the within named Purchaser the within mentioned sum of **Rs. _____/-** (Rupees _____) only being the full consideration money of the said flat, paid by the Purchaser in the following manner :-

<u>Cheque No.</u>	<u>Date</u>	<u>Bank/Branch</u>	<u>Amount</u>
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Rs. _____

WITNESSES:-

1.

2.

DEVELOPER

Drafted by:-

Advocate,
Alipore Police Court,
Kolkata-700 027