

DEED OF CONVEYANCE

THIS INDENTURE made this _____ day of _____ Two Thousand

By and Between

1) PRANAB CHOWDHURY (PAN NO: ALDPC1453F, AADHAR NO: 4241 4421 8556 & Mobile No. 9830123817), son of Late Sisir Bindu Chowdhury, by faith Hindu, by Nationality Indian, by occupation- Service, residing at Fartabad Road, Karmandir Club, P.O. Rajpur, P.S. Sonarpur, District 24-Parganas (South), PIN-700084, **2) SUBHRAJYOTI GUHA ROY** (PAN NO: AKOPG1825F, AADHAR NO: 2376 6740 3319 & Mobile No. 9051552727), son of Late Amaresh Guha Roy, by faith Hindu, by Nationality Indian, by occupation- Service, residing at 70, South Sinthee Road, Block-C, 5th Floor, Flat No. 521, near Peyara Bagan Play Ground, P.O. Ghugudanga, P.S. Dumdum, District 24-Parganas (North), PIN- 700030, represented by their Constitute Attorney **SRI SRI PALLAB GHOSH** (PAN NO: BMDPG2037B) (AADHAAR NO: 4780 2218 1476), son of Late Umapada Ghosh by creed Hindu by Nationality Indian by Occupation business, authorized vide Development Power Of Attorney after registered Development Agreement 10th day of March, 2023 registered at the office of the Additional District Sub-Registrar, Alipore, South 24 Parganas and recorded in Book No: I, Volume No: 1605-2023, Pages from 12779 to 12795 bearing No: 160500372 of the year 2023 hereinafter referred to as the "**OWNERS**" (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include in respect of the companies their respective successor or successors-in-interest, executors, administrators and permitted assignees, including those of the respective partners) of the **FIRST PART**;

AND

M/S. NAIWRITA ENTERPRISE [PAN: BMDPG2037B], a Proprietor Firm, having its Office at 4/84A, Vidyasagar, P.S: Netaji Nagar, P.O: Naktala, Kolkata: 700047, represented by its Proprietor namely **SRI SRI PALLAB GHOSH** (PAN NO: BMDPG2037B), son of Late Umapada Ghosh by Nationality: Indian, by faith: Hindu, by occupation: Business, residing at 4/84A, Vidyasagar, P.S: Netaji Nagar, P.O: Naktala, Kolkata: 700047 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 no. _____) duly authorized vide board resolution 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 its authorized partner, _____, (Aadhar 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. _____, (Aadhar no. _____) son / daughter of _____, aged about _____, residing at _____, (PAN _____), hereinafter called the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assignees) of the **THIRD PART**;

[OR]

[If the Allottee is a HUF]

Mr. _____, (Aadhar no. _____) son of _____ aged about _____ for self and as the Karta of the Hindu Joint Mitakshara Family known as _____ HUF, having its place of business / residence at _____, (PAN _____), hereinafter

referred to as the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to include his heirs, representatives, executors, administrators, successors-in-interest and permitted assigns as well as the members of the said HUF, their heirs, executors, administrators, successors-in-interest and permitted assignees) of the **THIRD PART**.

[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. One Gouri Sankar Mukhopadhyay by a Purchase Deed recorded in Book No. I, Volume No. 59, Pages 153 to 160, Being No. 2078 of 1941 in the Alipore Registry office became the title-holder in respect of total land measuring 0.87 decimals of No. 62 (old) new 76 and Dag No. 340 of Mouza Bademashar and Khatian No. 391, Dag No. 918/1386 of Mouza Raipur, P.S. Jadavpur, in the District of 24-Parganas.
- B. One Puran Chand Burman, the then Managing Director of M/s. Dabur (Dr. S.K. Burman) Ltd., purchased the said land and registered it in the office of the Registrar of Assurance and recorded therein in Book No. I, Volume No. 95, Pages 142 to 152 Being No. 3091 for the year 1944 and thereafter executed and registered a Deed of Release or 'Na-Dabi' in favour of the aforesaid 'Company' which has been recorded in Book No. I, Volume No. 89, Pages 199 to 201, Being No. 4470 for the year 1951 of the office of the District Registrar as such and since then has exercised all rights, title and interest uninterrupted and undisturbed manner as an absolute owner- in possession; and thereupon being in need of money the then Vendor Company therein sold the lands by making a Scheme and divided the said land plot wise to several Purchasers.
- C. By and under a Registered Bengali Kobala dated 24th September, 1976 corresponding to 7th Aswin 1383 B.S. and registered in the office of the Sub-Registrar of Alipore at Alipore and recorded in its Book No. I, Volume No. 83, Pages 113 to 126, Being No. 3471 for the year 1976 the said M/s. DABUR (Dr. S.K. Barman) Pvt. Ltd. as such sole and absolute owner sold, transferred and conveyed a demarcated plot of land measuring 3 (Cottahs 0 Chittak 0 sq.ft. more or less (out of which an area measuring 2 Cottahs 0 Chittak 29 sq.ft. forming as Part of Dag No. 340 under Khatian No. 76 (Old-62) in Mouza Bademashar and 15 Chittaks 16 sq.ft. more or less forming as part of Dag No. 918/1386 under Khatian No. 391 in Mouza Roypur Gram

under Police Station Jadavpur, District 24-Parganas now 24-Parganas (South), unto and in favour of SRI GOUR CHANDRA BANIK for the valuable consideration as mentioned therein.

- D. By virtue of aforesaid purchase said Gour Ch. Banik became the sole and absolute owner of ALL THAT demarcated plot of land measuring 3 Cottahs 00 Chittak 00 sq.ft. more or less and as such lawful owner got his name mutated in the office of the J.L.R.O. Behala (vide Memo No. IR-5780 dated 13.11.78 being the case No. 1020 (T) of 78-79 (ix-ii) and since then exercised his absolute right, title, interest and khas possession uninterruptedly without any disturbance whatsoever by making a Katcha structure thereon for his residential purposes only.
- E. Said Gour Chandra Banik by and under a Deed of Sale dated 20.05.1981 forever sold, transferred and conveyed **ALL THAT** the said demarcated plot of land measuring 3 Cottahs more or less unto and in favour of Sunil Kr. Ghosh @ Sunil Ghosh for the valuable consideration as mentioned in the said Sale Deed duly registered in the office of the District Sub- Registrar office at Alipore, District 24-Parganas (South) and recorded in Book No. I, Volume No. 236, pages 125 to 134, Being No. 5595 for the year 1981.
- F. By virtue of aforesaid purchase said Sunil Kr. Ghosh @ Sunil Ghosh became the sole and absolute owner of ALL THAT demarcated plot of land measuring 3 Cottahs 0 Chittak 0 sq.ft. more or less and as such lawful owner got his name mutated in the office of the Kolkata Municipal Corporation vide Assessee no. 31-101-02-0335-5 in respect of Premises **No. 335, Ashok Road**, Kolkata -700084 and has been in peaceful possession and enjoyment of the said property without any interruption and free from all encumbrances whatsoever.
- G. While in peaceful possession and enjoyment of the aforesaid property the said Sunil Kr. Ghosh @ Sunil Ghosh died intestate on 17.11.2018 leaving behind surviving his wife namely Mamata Ghosh as his only legal heir, successor and representative who solely inherited the aforesaid property.
- H. By virtue of inheritance in accordance with the Hindu Law of Succession the said Smt. Mamata Ghosh became the sole and absolute Owner of the property measuring an area of **3 (Three) Cottahs** more or less together with structure standing thereon lying or situate at and being Premises No. 335, Ashok Road, Kolkata - 700084, (also known as Postal Address 10, Dabur Park), P.S.

Jadavpur now Patuli, Kolkata 700084, Ward No. 101, of the Kolkata Municipal Corporation, morefully mentioned and described in the Schedule "A" hereunder written.

- I. Thereafter Smt. Mamata Ghoshby and under a Deed of Gift dated 09.03.2023 transferred and conveyed her aforesaid property by way of absolute free gift in favour of her nephew (brother's son) namely **1) PRANAB CHOWDHURY** and **2) SUBHRAJYOTI GUHA ROY**, and the said Deed of Gift was registered in the office of the A.D.S.R. Alipore and recorded in Book No. I, CD. Volume No. 1605-2023, Pages 12720 to 12740, Being No. 00367, for the year 2023.
- J. Said Pranab Chowdhury and Subhrajyoti Guha Roy the Owners herein being the joint Owners of the said property are now seized and possessed and enjoying of the said schedule "A" property written hereunder.
- K. Said Pranab Chowdhury and Subhrajyoti Guha Roy have got mutated their name in the record of the Kolkata Municipal Corporation in respect of their aforesaid property measuring **3 (Three) Cottahs** more or less and after mutation the said property has been known and renumbered as Kolkata Municipal Corporation Premises No. 335, Ashok Road, Kolkata -700084, (also known as Postal Address 10, Dabur Park), P.S. Jadavpur now Patuli, Kolkata 700084, being Assessee No. 31-101-0203355, morefully mentioned and described in the Schedule "A" hereunder written referred to as the "SAID PREMISES" free from all encumbrances.
- L. The Owner and the Promoter have entered into a Development Agreement dated 10th day of March, 2023 registered at the office of the Additional District Sub-Registrar, Alipore, South 24 Parganas and recorded in Book No: I, Volume No: 1605-2023, Pages from 12741 to 12778 bearing No: 160500369 of the year 2023.
- M. Subsequently the Owner, in favour of the Developer, executed Development Power Of Attorney after registered Development Agreement dated 10th day of March, 2023 registered at the office of the Additional District Sub-Registrar, Alipore, South 24 Parganas and recorded in Book No: I, Volume No: 1605-2023, Pages from 12779 to 12795 bearing No: 160500372 of the year 2023.
- N. The Owners/Vendors caused to be obtained various permissions approvals and/or consents for undertaking a Building named

“NAIWRITA APARTMENT” on the entirety of the said land and also caused a map or plan which was sanctioned Building Plan No: 2023120240 dated 22.08.2023 (hereinafter referred to as the said PLAN) sanctioned by the Kolkata Municipal Corporation for undertaking the construction of the said Project.

- O. 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 _____.
- P. Pursuant to Application made by the Allottee dated ____ and the Promoter granted allotment by a Booking Confirmation Letter dated _____ was issued to the allottee. Thereafter by an Agreement for Sale dated _____ and recorded in Book No: I , Volume No.____ , Pages ____ to _____ , Being No.____ for the year _____ the Promoter agreed to sell and the Allottee agreed to purchase ALL THAT the Unit No..... on the floor of Type - the situation whereof is shown in the master plan annexed hereto and bordered in Red, containing by admeasuring Sq. Ft. carpet area corresponding to _____ Sq.Ft Built Up area TOGETHER WITH the pro-rata share in the common parts, portions, areas, facilities, and amenities working out to Sq. Ft. Super Built-up area TOGETHER WITH the Right to use Dependent/Independent car(s) parking Space more fully and particularly described in the SECOND SCHEDULE hereunder written (hereinafter referred to as the SAID UNIT AND THE PROPERTIES APPURTENANT THERETO) at or for a consideration of Rs..... (Rupees only) more fully described in the THIRD SCHEDULE hereunder written.
- Q. 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 of any 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.

R. 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 Agreement for Sale and in consideration of the sum of Rs./-(Rupeesonly). of the 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 to furnish 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 two separate plots of land (adjacent to each other) containing total area **3 (Three) Cottahs 00 Chittak 00 sq.ft.** more or less together with 900 Sq.Ft. Tin Shed residential structure standing thereon lying or situate at and being municipal **Premises No. 335, Ashok Road**, Kolkata -700084, (also known as Postal Address 10, Dabur Park) under **Police Station Jadavpur now Patuli**, Kolkata 700084, within the municipal limits of **Ward No. 101** of the Kolkata Municipal Corporation, bearing Assessee No. 31-101-02-0335-5, Addl. District Sub-Registry office at Alipore, Dist. 24-Parganas(South), comprised in Dag/s, Khatian/s & Mouza/s mentioned hereunder :

Mouza	Dag no.	R.S. Khatian No.	Area of land
Bademashar J.L.No. 31, R.S. No. 17, Pargana Khaspur, Touzi Nos. 246,	340	62 (Old-76)	2 K 00 Ch 29 Sft.
Roypur J.L.No. 33, R.S. No. 20, Pargana Khaspur, Touzi No. 56	918/1386	391	0 K 15 Ch 16 Sft
		Total	3 K 00 Ch 00 Sft.

TOGETHER WITH all fittings, fixtures, installations, easement right over the road and/or passage and other benefits, facilities and advantages attached therein or thereto and the entire land with building and/or premises is butted and bounded in the manner following :

- ON THE NORTH** : Land of Mrs. Sikha Dhar.
- ON THE SOUTH** : Mouza Raipur Dag no.1386's land
- ON THE EAST** : Dag No. 343 of Mouza Bademashar
- ON THE WEST** : 12' ft. wide K.M.C. Road.

**THE SECOND SCHEDULE ABOVE REFERRED TO
(THE SAID UNIT)**

ALL THAT the Unit No.____ on the _____ Floor of the Building admeasuring _____ Sq.Ft (Carpet Area/Chargeable Area) corresponding to _____ Sq.Ft (Built Up Area) and _____ Sq.Ft (Super Built Up Area) in the project named **“NAIWITA 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.

DRAFT COPY