

**DEED OF CONVEYANCE**

**THIS DEED OF CONVEYANCE** is made on this \_\_\_\_\_ day of \_\_\_\_\_ Two Thousand and Twenty Four (2024).

**BETWEEN**

(1) **SMT. MINERVA BISWAS (PAN – ACZPB6849H)**, widow of Late Nani Gopal Biswas @ N Biswas, by faith – Hindu, by Occupation – Landholder, by Nationality – Indian, residing at "ABAKASH APARTMENT", Flat No. 202, Second Floor, Premises No. 422, Jogendra Garden, P.O. East Calcutta Township Project, Police Station – Kasba, Kolkata – 700 107, Dist. South 24-Parganas and (2) **SRI PRANAB BISWAS (PAN – AEWPB5196C)**, son of Late Nani Gopal Biswas @ N Biswas, by faith – Hindu, by Occupation – Landholder, by Nationality – Indian, residing at "ABAKASH APARTMENT", Flat No. 202, Second Floor, Premises No. 422, Jogendra Garden, P.O. East Calcutta Township Project, Police Station – Kasba, Kolkata – 700 107, Dist. South 24-Parganas, hereinafter called and referred to as the "**VENDORS**" (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 **FIRST PART**.

The Vendors are represented by their Constituted Attorney - **M/S. R. B. ASSOCIATES**, a Proprietorship firm, having its registered Office at 22B, Jogipara Road, P. O. & P. S. Dum Dum, Kolkata – 700 028, District North 24-Parganas, represented by its sole Proprietress – **SMT. KAKOLI ROY**, having **PAN ADIPR4490C**, wife of Sri Ranjoy Broto Roy, by faith – Hindu, by occupation – Business, residing at 22B, Jogipara Road, P. O. & P. S. Dum Dum, Kolkata – 700 028, District North 24-Parganas, empowered and authorized by virtue of a Development Power of Attorney, duly registered before the A.D.S.R.O. Sealdah and recorded in Book No. I, Volume No. 1606-2024, Pages 35674 to 35688, Being No. 160601271 for the year 2024.

**A N D**

For R. B. ASSOCIATES

Kakoli Roy

Proprietress

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 his heirs, executors, administrators, legal representatives and assigns) of the **SECOND PART**.

**A N D**

**M/S. R. B. ASSOCIATES**, a Proprietorship firm, having its registered Office at 22B, Jogipara Road, P. O. & P. S. Dum Dum, Kolkata – 700 028, District North 24-Parganas, represented by its sole Proprietress – **SMT. KAKOLI ROY**, having **PAN ADIPR4490C**, wife of Sri Ranjoy Broto Roy, by faith – Hindu, by occupation – Business, residing at 22B, Jogipara Road, P. O. & P. S. Dum Dum, Kolkata – 700 028, District North 24-Parganas, hereinafter called and referred to as the "**DEVELOPER**" (which

terms or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include her heirs, executors, administrators, legal representatives and assigns) of the **THIRD PART.**

**WHEREAS** one Jogendra Nath Khan was the sole and absolute Owner and was absolutely seized, possessed of and / or otherwise well and sufficiently entitled to ALL THAT piece and parcel of bastu land measuring about 43 decimals comprised of and contained in Mouza – Kasba, J.L. No. 13, Touzi No. 145, R.S. No. 233, under C.S. & R.S. Dag No. 4002, C.S. & R.S. Khatian No. 430, Police Station – Jadavpur now Kasba, District South 24-Parganas.

**AND WHEREAS** while the said Jogendra Nath Khas was the recorded owner of the said land and was absolutely seized and possessed of ALL THAT piece and parcel of bastu land measuring about 43 Decimals comprised of and contained in Mouza – Kasba, J.I. No. 13, Touzi No.1 45, R.S. No. 233, under C.S. & R.S. Dag No. 4002, C.S. & R.S. Khatian No. 430, Police Station – Jadavpur now Kasba, District South 24-Parganas, the said Jogendra Nath Khas who was a Hindu male governed under Dayabhaga School of Hindu law, died intestate in the year 1957 leaving him surviving his only son Paresh Chandra Khan, his widow Smt. Ninbala Dasi and three daughters Smt. Padma Moni Mondal, Renuka Mondal and Miss. Lakshmi Khan (minor) who acquired 1/5<sup>th</sup> share each.

**AND WHEREAS** subsequently by two registered deed of conveyance one dated 09.03.1964 another dated 30.09.1964 both registered in the office of the Sub-Registrar Alipore and respectively recorded in Book No. 1, Volume No. 22, Pages 222 to 227, Being No. 1673 for the year 1964 and in Book No. 1, Volume No. 127, Pages 230 to 234, Being No.7673 for the year 1964 and respectively executed jointly by Smt. Renuka Mondal and another individually Miss. Lakshmi Khan (minor), represented by her natural guardian / mother the said Smt. Ninbala Dasi alone the said Ninbala Dasi (for self and minor daughter Lakshmi Kan) Paresh Chandra Khan Smt. Padma Mondal and Smt. Renuka Mondal, sold, transferred, conveyed, assigned and delivered possession of total 13 (thirteen) cottahs 2 (two) sq.ft. land with specific boundary to one Sri Nilratan Sen of 108N, Monoharpukur Road, Calcutta out of their respective undivided 4/5 & 1/5<sup>th</sup> inherited un-partitioned share of land in the said C.S. & R.S. Dag No. 4002, C.S. & R.S. Khatian No. 430 in Mouza Kasba. However it may be mentioned that the said Smt. Ninbala Dasi, Paresh Chandra Khan, Smt. Padma Moni Mondal and Smt. Renuka Mondal for disposal of minor Miss Lakshmi Khan's share in the said land as aforesaid on 30.9.1964, registered & executed in the office of Sub-Registrar at Alipore jointly a deed of indemnity in favour of the said Nilratan Sen for future claim if any by the said minor, after her attaining majority **within statutory time in respect of their other land measuring 3(three) cottahs** bagan land at Mouza Kasba comprising in C.S. Dag 3274, C.S. Khatian No. 693 in the office of the Sub-Registrar Alipore which has been recorded in Book No. 1, Volume No. 152, Pages No. 63 to 67 Being No. 7674 for the year 1964.

**AND WHEREAS** the said Smt. Ninbala Dasi, for self and as natural guardian and mother of Minor Lakshmi Khan along with Paresh Chandra Khan, Smt. Padma Moni Mondal and Smt. Renuka Mondal jointly sold, conveyed transferred 8 (eight) cottahs 10(ten) chittack 37 (thirty seven) sq. ft. land out of their jointly inherited & remaining unsold un partitioned share of land of the said C.S. & R.S. Dag No. 4002, C.S. & R.S. Khatian No. 430 in Mouza Kasha with specific boundary by a registered deed of Conveyance dated 30.09.1964 executed in favour of one Smt. Mira Sil of 26/2A, Tarak Chatterjee Lane, Calcutta-700005 in the office of the Sub-Registrar, Alipore and recorded in Book No. 1, Vol. No. 152, Pages 68 to 73 Being No. 7675 for the year 1964. However the said Smt. Ninbala Dasi, Paresh Chandra Khan, Smt. Padmamani Mondal and Smt. Renuka Mondal for disposal of minors Lakshmi Khan's share in the said land as aforesaid registered & executed jointly on 30.09.1964 another deed of indemnity in the office of Sub-Registrar Alipore in favour of the said Smt. Mira Sil for future claim if any of the said minor after her attaining majority within statutory time in respect of their other land measuring 2 (two) cottahas Bagan Land in Mouza Kasba comprising in C.S. Dag No. 3274, C.S. Khatian No. 693, and recorded in Book No. 1, Volume No. 127, Pages 235 to 239, Being No. 7676 for the year 1964.

**AND WHEREAS** subsequently the said Sri Nil Ratan Sen for his diverse good & bonafide causes personal need & necessity while was absolutely seized, possessed of and/or otherwise well & sufficiently entitled to 13(thirteen) cottahs 2(two) sq.ft. land comprising in C.S. Dag No. 4002, R.S. Dag No. 4002, C.S. Khatian No. 430, R.S. Khatian No. 430 in Mouza Kasba as aforesaid, on due mutation of his name in Govt. Municipal record on payment of Municipal & Govt. taxes, he sold transferred conveyed the entire demarcated 13 cottahs 2 sq.ft land in favour of the present Land Vendor 1, Smt. Minerva Biswas, by a registered deed of conveyance registered & executed by the said Sri Nilratan Sen in the office of the District Sub-Registrar Alipore on 18.07.1973 and recorded in Book No. I, Volume No.III, Pages 255 to 260, Being No. 3892 for the year 1973 against valuable consideration mentioned therein.

**AND WHEREAS** the said Smt. Mira Sil, while was absolutely owned & possessed of another 8(eight) Cottahs 10 (ten) chittaks 37(thirty seven) sq.ft contiguous land with demarcated boundary & on due mutation of her name in Govt. Municipal record & on payment of Govt & Municipal taxes, subsequently for bonafide diverse good causes sold transferred & assigned entire 8 cottahs 10 chittaks 37 sq.ft. land of C.S. & R.S, Khatian 430 in favour of Vendor 1 Smt. Minerva Biswas, by a registered deed of conveyance, registered & executed by the said Smt. Mira Sil jointly in confirmation with her husband Sri Nirmal Ch. Sil in the office of the District Sub-Registrar Alipore and recorded in Book No. 1, Volume No. 96, Pages 108 to 203, Being No. 3893 for the yea 1973 against valuable consideration mentioned therein.

**AND THUS** the Vendor No. 1, by the aforesaid two registered deed of Conveyance Bearing No. 3892 dated 18.07.1973 and No. 3893 dated 18.07.1973 became sole & absolute owner of ALL THAT piece

and parcel of bastu land measuring wow 21 (twenty one) cottahs 10(ten) chittaks 39 (thirty nine) sq.ft comprised of and contained in Mouza Kasba, J.L. No. 13, Touzi No. 145, R.S. No. 233, under C.S. & R.S. Dag No. 4002, C.S. & R.S. Khatian No. 430, Police Station Jadavpur now Kaston, District South 24 Parganas as aforesaid and while the Vendor No. 1 was absolutely seized, possessed of and/or otherwise well & sufficiently entitled to the said 21 Cottahs 10 chittaks 39 sq.ft land comprised in C.S. & R.S. Dag No. 4002 & C.S. & R.S. Khadian No. 430 in Mouza Kasba, by mutating her name and upon payment of Govt. Revenue and Taxes before the appropriate authority and by amalgamating the said two portions and by maintaining the same with common boundary & started residing with family therein by erecting a dwelling house, cowshed etc, thereon. The Land Acquisition Collector South 24 Parganas by a notice dated 6th September 1979 requisitioned major portion of the said land in C.S. & R.S. Dag No. 4002, C.S. & R.S. Khatian No. 430 in Mouza - Kasba for their Scheme of Development and/or road purpose leaving only 1 (One) Cottah 15 (Fifteen) Chittaks and 38 (Thirty Eight) Sq. ft. beyond the preview of requisition (from out of her purchased land).

**AND WHEREAS** the Vendor No. 1 being aggrieved by and dissatisfied with the illegal high handed act of the Govt. as regards illegal requisition of the said land, while sheltered in Hon'ble Court and moved a writ petition under Article 226 of the Constitution of India being C.R. No. 13610(W) of 1979 in Hon'ble High Court at Calcutta on 08.11.1979, the concerned authority of the Govt. took forcible possession of the land of the Vendor No. 1 on demolition of cow-shed boundary wall etc. However the said writ petition was disposed off finally by Hon'ble Justice Amiya Mookherjee on 11.12.1979 and certain portion of Land including dwelling house and Passage was released by L.A. Collector with specific plan with clear order that in case the requisitioned lands, belonging to the Vendor No. 1 is not required by the CMDA for any purposes or scheme prepared by CMDA, the same will be released and/or derequisitioned by the CMDA to the Vendor No. 1 on her applying to appropriate authority;

**AND WHEREAS** the Vendor No. 1 subsequently from the conduct of the CMDA authority ascertained that her remaining requisitioned Land is no longer required by CMDA for the scheme and on the contrary the CMDA as authority is taking venture intending to sell out the same to third party by paper ventilation in the news daily, the Vendor No. 1 pursuant to final order of Hon'ble Justice Mr. Amiya Mookherjee dated 11.12.1979 applied for release of her rest land other than already released but finding no response from the concerned authorities, the Vendor No. 1 lastly constrained to file 2nd writ application under Article 226 of the Constitution being C.O. No. 6836(W) of 1987 for release of her balance land other than already released.

**AND WHEREAS** the said writ application being C.O. No. 6836 (W) of 1987 while was, initially admitted before the Court of Hon'ble Justice Shamsuddin Ahmed, His Lordship was pleased to pass an interim order therein on 10.08.1987 directing the CMDA and other state Respondents, not to alter the status quo of the land until further order. In any case finally the said writ application came up for hearing before the Court of Hon'ble Justice Mr. Kalyan Jyoti Sengupta and his Lordship after hearing

the Ld. Respective lawyers of the Vendor No. 1 as well as CMDA, has been pleased to pass order finally disposing of the said writ application being C.O. No. 6836(W) of 1987 on 27.09.2005 by directing the K.M.D.A. authority to hand over the possession of the land in question being subject matter of the said writ petition to the owner of the land (i.e. to the date of communication of His Lordship's order.

**AND WHEREAS** despite letter/ reminder/request of the Vendor No. 1, CMDA did not pay any heed to comply with the order of Hon'ble Justice Mr. Kalyan Jyoti Sengupta towards, handing over remaining Land of Vendor No. 1 herein on the contrary the C.M.D.A. Authorities preferred Mandamus Appeal being M.A.T. No. 347 of 2006 (F.M.A. No. 432 of 2007) against the order of disposal dated 27.09.2005 passed by Hon'ble Justice Mr. Kalyan Jyoti Sengupta in C.O. No. 6836(W) of 1987 before the Hon'ble Division Bench of the Hon'ble High Court at Calcutta and ultimately the said Mandamus Appeal being M.A.T. No. 347 of 2006 (F.M.A. No. 432 of 2007) along with some connected interlocutory applications being Nos. C.A.N. 1224 of 2006, C.A.N. No. 9939 of 2008 & C.A.N. No. 3931 of 2008 of the Parties came up for final Disposal Before the Hon'ble Division Bench constituted by Hon'ble Justice Mr. Pinaki Chandra Ghosh and Hon'ble Mr. Justice I. P. Mukherjee, when after hearing the Ld. Senior Counsels of the respective parties and considering the facts and circumstances of the case, their Lordship were pleased to pass order on 24th August 2009 dismissing the appeal by upholding the judgment and order dated 27th September, 2005 passed by Hon'ble Justice Mr. Kalyan Jyoti Sengupta in C.O. No. 6836 (W) of 1987 with the clarification that the liability to pay compensation for wrongful use of the Respondent's property is unconditional and would not be extinguished by handing over possession by any particular day as mentioned in the Trial Judge's Order.

**AND WHEREAS** even after disposal of Mandamus Appeal being M.A.T. No. 347 of 2006 (F.M.A. No. 432 of 2007), the CMDA did not comply the Order of Hon'ble Justice Kalyan Jyoti Sengupta in C.O. No. 6836(W) of 1987 dated 27.09.2005, affirmed by order of Hon'ble Division Bench, in M.A.T No. 347 of 2006 and on the contrary preferred Supreme Court Special Leave Petition being Special Leave to Appeal (Civil) No. (s) 29548 of 2009, before the Hon'ble, Supreme Court of India challenging the Order of Hon'ble Division Bench, constituted by Hon'ble Justice Pinaki Chandra Ghosh and Hon'ble Justice I.P. Mukherjee dated 24th August, 2009 Passed in Mandamus Appeal being M.A.T. No. 347 of 2006 (F.M.A. No. 432 of 2007), which Special Leave to Appeal (Civil) No.(s).29548 of 2009, however, finally disposed of before the Court of Hon'ble Mr. Justice Harjit Singh Bedi and Hon'ble Mr. Justice J.M. Panchal on 4th January 2010, when their Lordships after hearing Ld. Senior Counsels of the Appellant as well as the Vendor No. 1 herein and considering the facts and circumstances of the Case, were pleased to dismiss the special leave petition.

**AND WHEREAS** finally the Vendor no. 1, having no other alternative, had to file appropriate Contempt application being CPAN 535 of 2010 against concerned delinquent officers/contemnors

guilty of committing contempt before the Hon'ble Division Bench, whereby the rule being issued on such delinquent officers/contemnors, the KMDA Authority was finally handed over to the Owner of balance land measuring 21 decimal equivalent to 12 (Twelve) cottahas 11 (Eleven) Chittacks and 13 (Thirteen) Sq. ft. of the other than released earlier, as aforesaid, by a specific sketch Plan enclosed therein.

**AND WHEREAS** thus by virtue of the said land measuring 21 decimal equivalent to 12 (Twelve) Cottahas 11 (Eleven) Chittaks and 13 (Thirteen) Sq. ft. released by KMDA Authority in CPAN 535 of 2010 with sketch Plan together with non-requisitioned part land admeasuring 1(One) Cattah 15 (Fifteen) Chittacks and 38 (Thirty) Sq.ft be the same a little more or less i.e. total **14 (Fourteen) Cottahs 11 (Eleven) Chittacks 6 (Six) Sq.ft.** be the same a little more or less comprised in C.S. & R.S. Dag 4002 & C.S. & R.S. Khatian No. 430 in Mouza Kasba, the entirety of the said land has since been converted for homestead use by the concerned Govt. authority vide Memo No. 6/P/1476 (2-5) dated 08.11.2011 upon due mutation of name of the Vendor no. 1 in the office of the B.L & L.R.O. Kasba, South 24- Paraganas and where upon the said land, the Vendor no. 1 constructed a Tile shed for dwelling purpose covering approximately 300 Sq ft, be the same a little more or less, which property has since been further mutated in the name of the Vendor no. 1 as Municipal Premises No. 3039, Rajdanga Main Road, P.O. East Calcutta Township Project, Police Station Kasba, District South 24 Parganas, Pin-700107 in the Record of The Kolkata Municipal Corporation and separately assessed as Assesse no. 311071634880.

**AND WHEREAS** while the said Vendor no. 1 was absolutely seized possessed of and/or otherwise well and sufficiently entitled to all that the said piece or parcel of Bastu and/or Homestead and admeasuring **14 (Fourteen) Cottahs 11 (Eleven) Chittacks 6 (Six) Sq.ft.** be the same a little more or less comprised in C.S. & R.S. Dag No. 4002 & C.S. & R.S. Khatian No. 430 in Mouza Kasba upon due mutation of her name in the office of the B.L. & L.R.O. Kasha, South 24 Paragarras and also in the Records The Kolkata Municipal Corporation as Municipal Premises No. 3039, Rajdanga Main Road, P.O. East Calcutta Township Project; Police Station- Kasba, District South 24 Parganas, Kolkata - 700107 and said Vendor no. 1 out of love affection on her only son, the Vendor no. 2 and for diverse bonafide causes, transferred as and by way of Gift the undivided 1/2 share of All that piece or parcel of Bastu and/or Homestead land admeasuring 7 Cottahs 5 Chittacks 25.5 Sq.ft. more or less out of total land measuring **14 (Fourteen) Cottahs 11 (Eleven) Chittacks 6 (Six) Sq.ft.** be the same a little more or less as per Boundary Declaration, comprised in C.S. & R.S. Dag No. 4002 & C.S. & R.S. Khatian No. 430 in Mouza Kasba, since been mutated as Municipal Premises No. 3039, Rajdanga Main Road, Kolkata-700107 by a Registered Deed of Gift, executed by Smt. Minerva Biswas, therein mentioned as the Donor and in favour of **Sri Pranab Biswas, the Vendor No. 2 herein**, therein mentioned as the Donee and registered in the office of the Additional Registrar of Assurances-I, Kolkata and recorded in Book No. 1, Volume no. 1901-2016, Pages No. 228050 to

228074, Being No. 190106870 for the year 2016, which deed of Gift was accepted and accordingly acted upon on joint execution of the same by the Donee therein along with the Donor.

**AND WHEREAS** thus the Parties of the First Part became the joint Owners and jointly seized possessed of and/or otherwise well and sufficiently entitled to All that piece or parcel of Bastu and/or Homestead land admeasuring **14 (Fourteen) Cottahs 11 (Eleven) Chittacks 6 (Six) Sq.ft.** be the same a little more or less, comprise in. C.S. & R.S Dag No. 4002 & C.S. & R.S. Khatian No. 430 in Mouza Kasba, since, been mutated as Municipal Premises No. 3039, Rajdanga Main Road, Kolkata-700107 and now the Vendors herein became the joint Owners of total land measuring **14 (Fourteen) Cottahs 11 (Eleven) Chittacks 6 (Six) Sq.ft.** be the same a little more or less particularly mentioned and described in the First Schedule **Part – I** hereunder written which properly of the Vendors herein are absolutely free from all encumbrances, charges, liens, claim, attachments, acquisition, requisition and the Vendors herein of the First Part have every right to sell, transfer, Develop in enjoy the said property described in schedules hereunder written

**AND WHEREAS** the KMDA Authority in 2019 rectified the site plan / sketch plan enclosed along with the Possession Certificate in 2010.

**AND WHEREAS** the Vendors herein out of the total land area executed one Boundary Declaration for land measuring **10 (Ten) Cottahs 7 (Seven) Chittacks 9 (Nine) Sq.ft.** more r less particularly mentioned and described in the First Schedule, **Part – II** hereunder written and the said Boundary Declaration which a registered Boundary Declaration duly registered before the D.S.R. – III, South 24-Parganas and recorded in Book No. I, Volume No. 1603-2021, Pages 401671 to 401686, Being No. 16031337 for the year 2021.

**AND WHEREAS** for a considerable period of time the Vendors have been thinking of developing the land measuring an area of **10 (Ten) Cottahs 7 (Seven) Chittacks 9 (Nine) Sq.ft.** be the same a little more or less particularly mentioned and described in the First Schedule **Part - II** hereunder written and in such manner as may yield them greater advantage together with providing flats or apartments for intending dwellers for her residential requirement for unavoidable circumstances could not materialize the same.

**AND WHEREAS** coming to know of the intention of the owners, the Developer **M/S. R. B. ASSOCIATES**, a Proprietorship firm, having its registered Office at 22B, Jogipara Road, P. O. & P. S. Dum Dum, Kolkata – 700 028, District North 24-Parganas, represented by its sole Proprietress – **SMT. KAKOLI ROY**, having **PAN ADIPR4490C**, wife of Sri Ranjoy Broto Roy, by faith – Hindu, by occupation – Business, residing at 22B, Jogipara Road, P. O. & P. S. Dum Dum, Kolkata – 700 028, District North 24-Parganas, approached to the owners with an offer to develop the said property at

her/its own cost and expenses and in such a manner as to serve the purpose of the owners in terms of their requirements and desire.

**AND WHEREAS** with a view to develop the aforesaid property morefully mentioned in the First Schedule **Part - II** hereunder written by raising construction of a G+4 storied building in **Block – A**, known as **KRISHNA TOWER** and G+3 storied building in **Block – B** known as **RADHA TOWER** the Vendors herein entered into a registered Development Agreement on 27<sup>th</sup> day of March, 2024 with the Developer herein, which was duly registered in the Office of the Additional District Sub-Registrar at Sealdah and recorded in Book No. I, Volume No. 1606-2024, Pages from 35530 to 35565, Being No. 160601267 for the year 2024 under some terms and conditions mentioned thereon and also executed one Development Power of Attorney on 27<sup>th</sup> day of March, 2024 unto the favour of **M/S. R. B. ASSOCIATES**, a Proprietorship firm, having its registered Office at 22B, Jogipara Road, P. O. & P. S. Dum Dum, Kolkata – 700 028, District North 24-Parganas, represented by its sole Proprietress – **SMT. KAKOLI ROY**, having **PAN ADIPR4490C**, wife of Sri Ranjoy Broto Roy, by faith – Hindu, by occupation – Business, residing at 22B, Jogipara Road, P. O. & P. S. Dum Dum, Kolkata – 700 028, District North 24-Parganas, empowering itself to construct and complete the building together with rights to sell, convey and transfer the allocated portions to others in terms of said Development Agreement, which was duly registered before the A.D.S.R.O. Sealdah and recorded in Book No. I, Volume No. 1606-2024, Pages 35674 to 35688, Being No. 160601271 for the year 2024.

**AND WHEREAS** in terms of said Development Agreement and the Development Power of Attorney prepared a Building Plan with the help of one reputed Architect and submitted the same before the Kolkata Municipal Corporation for necessary approval and after obtaining the Building Sanction Plan in the name of the Vendors herein from the Kolkata Municipal Corporation vide Plan No. **2022120017 dated 31.05.2023** and subsequently the Developer herein constructed and completed a multi storied building thereon which is now completed in all respect and in habitable nature together with the facilities of water and electricity connection.

**AND WHEREAS** with a view to sell out one residential Flat vide No. -----, on the ----- Floor, at ----- side, in **Block - -----**, measuring carpet area ----- Sq.ft. more or less and super built up area of ----- Sq.ft. together with the proportionate undivided interest or share on the land along with all proportionate rights on all common areas and facilities of the building particularly mentioned in the Second schedule hereunder written the Vendors and the Developer herein entered into an agreement for sale with the Purchaser herein at or for the total consideration of **Rs. -----/- (Rupees -----)** only free from all sorts of encumbrances and other some terms and conditions mentioned thereon.

**AND WHEREAS** in terms of the said Agreement for Sale, the Purchaser herein **has** paid a sum of **Rs. -----/- (Rupees -----)** only to the Developer towards the entire consideration for the said Flat where the Developer hereby admitted



and acknowledge the same and accordingly handed over the vacant and peaceful possession of the respective Flat in favour of the Purchaser herein.

**AND WHEREAS** now the Vendors and the Developer hereby agreed to execute and register a proper Deed of Conveyance in favour of the Purchaser herein conveying the ownership right, title and interest over and above the aforesaid Flat vide No. -----, on the ----- **Floor**, at ----- side, **in Block - -----**, measuring carpet area ----- Sq.ft. more or less and super built up area of ----- Sq.ft. together with the proportionate undivided interest or share on the land along with all proportionate rights on all common areas and facilities of the building particularly mentioned in the Second schedule hereunder written at or for the total consideration of **Rs. -----** -----/- (Rupees -----) only free from all sorts of encumbrances and for greater clearance of the said Flat one Floor Plan is annexed herewith and delineated in **RED** mark which will be treated as a part of this Deed of Conveyance.

**NOW THIS INDENTURE WITNESSETH AS FOLLOWS :-**

1. In pursuance of the said Agreement in consideration of the said sum of **Rs. -----**/- (Rupees -----) only of the lawful money of the Union of India well and truly paid by the Purchaser to the Developer (receipt whereof the developer do hereby as also the Memo of Consideration written herein below admit and acknowledge and from the same and every part thereof hereby acquit, release and forever discharge the Purchaser and the property hereby sold and transferred the Vendors and the Developer do hereby sell, grant, transfer and the property hereby sold and transferred) the Vendors and the Developer do hereby sell, grant, transfer, convey, assign and assure unto the Purchaser **ALL THAT** one self contained residential Flat vide No. -----, on the ----- **Floor**, at ----- side, **in Block - -----**, measuring carpet area ----- Sq.ft. more or less and super built up area of ----- sq. ft. more or less (more fully and particularly described in the Second Schedule hereunder written) together with the undivided proportionate share of the land in the building (more fully and particularly described in the First Schedule **Part - II** hereunder written) and also the undivided share in the staircase roof, landing, entrance and passage of the building in common with the other owners / occupiers of different flats in the said building for the purpose of beneficial use and enjoyment of the said flat including the uninterrupted and free access to and from the main Corporation Road **AND** other common areas, portions amenities and facilities morefully and particularly described in the Third Schedule hereunder written (hereinafter collectively referred to as the **SAID FLAT OR HOWSOEVER OTHERWISE THE SAID FLAT** now is or at any time or times hereto before was situated, butted bounded, called, known **numbered described and distinguished TOGETHER WITH** all fixtures, walls, sewers, drains, passages, water courses and all manner of former or other rights, liberties, easements, privileges, advantages, appendages and appurtenances whatsoever to the said flat or any part thereof usually occupied or enjoyed or reputed to belonging or be appurtenant therein **AND** the reversion or reversions, remainder or remainders and the rents issues and profits thereof and every part thereof

and all the estate, rights, title, interest, claims, use, inheritance, trust, property or demand whatsoever of the Vendors do at law or in equity into and upon the said flat or any part thereof TO HAVE AND TO HOLD the said flat hereby granted, conveyed, transferred, assigned and assured or expressed or intended so to be and every part thereof TOGETHER WITH his and every of his respective rights manner and appurtenances whatsoever unto the Purchaser absolutely and forever free from all encumbrances, trusts, charges, liens, lispendens, attachments, acquisition and requisition by the Govt. or any Govt., Agency or other concern and all other liabilities whatsoever including however right to convey or transfer the said flat, if necessary at any time subject nevertheless to the easements or quasi-easements and other stipulations or provisions in connection with the beneficial use and enjoyment of the said flat as mentioned in the Fourth Schedule hereunder written and excepting and reserving unto the Vendors and the other owners and occupiers of other flats in the said building such easements or quasi-easements and rights and privileges as are mentioned in the Fifth Schedule hereunder written also subject to the Purchaser's covenant to bear and pay his proportionate share of common expenses to the Association / Society / Company formed by the owners / occupiers of the flats of the said building for maintenance of the flats of the said building as mentioned in the Sixth Schedule hereunder written. The Third, Fourth, Fifth & Sixth Schedule hereunder written shall cover the interests, easements, quasi-easements, exceptions reservations and privileges of the flat owners / occupiers only and not of the shop owners of the said building.

**2. THE VENDORS & THE DEVELOPER DO HEREBY COVENANT WITH THE PURCHASER AS FOLLOWS :-**

a) That the said land / flat (hereinafter referred to as First & Second Schedules) and every part thereof are not attached in any proceedings started by or at the instance of Estate duty, Income tax, Wealth Tax or Gift Tax Authorities and all rents, rates and taxes of concerned Authorities are duly paid and/or be paid accordingly or department of or under the provisions of the Public Demand Recovery Act or otherwise and that no Certificate has been filed in the Office of the Certificate Officer under the provisions of the execution of any Certificate at the instance of Income Tax and/or Wealth Tax and/or Estate Duty Authority.

b) That notwithstanding any act deed matter or thing by the Vendors or by any of their ancestors or predecessors-in-title done executed or knowingly suffered or permitted or suffered the contrary, Vendors are lawfully and absolutely seized and possessed of or otherwise well and sufficiently entitled to the said flat and/or the premises together with the said sanctioned plan hereby sold, granted, conveyed, transferred, assigned and assured or expressed so to be and every part thereof for a perfect and indefeasible estate or inheritance thereof without any manner or conditions, use, trust or other thing whatsoever alter defect encumber or make void the same AND THAT NOTWITHSTANDING any such act, deed, matter or thing whatsoever as aforesaid the Vendors and the Developer have now good right full power and lawful and absolute Authority to sell, grant, convey, transfer, assign and assure the said flat hereby sold, granted, conveyed, transferred, assigned and

assured or expressed so to be unto and to the use of the Purchaser absolutely in the manner aforesaid free from all encumbrances and liabilities whatsoever.

- c) That notwithstanding any act, deed or thing whatsoever hereto before done committed or knowingly suffered by the Vendors and the developer to the contrary the Vendors have good right full power absolute authority and indefeasible title and/or otherwise well and sufficiently entitled to sell, grant, transfer, convey, assign and assure the said flat unto the Purchaser in the manner aforesaid.
- d) That it shall be lawful for the Purchaser at all times hereafter to peaceably and quietly enter into and upon and hold, occupy and enjoy the said flat and receive the rents, issues and profits thereof without any lawful eviction, interruption, hindrance, disturbances, suit, claim or demand whatsoever from or by the Vendors and the Developer or any person or persons having or lawfully or equitably claiming any estate, right, title and interest whatsoever in the said flat from under through or in trust for the Vendors and the Developer and free from and forever discharge or otherwise and by and at the cost of the Developer well and sufficiently made harmless and indemnified of from and against all charges, liens, lispendences, attachments by the Vendors and the Developer or any person or persons lawfully or equitably claiming as aforesaid.
- e) That the Vendors and the Developer and all persons having or lawfully or equitably claiming any estate right, title or interest whatsoever in the said flat from through under or in trust for the Vendors and the Developer and / or their predecessors in title or any of them shall and will from time to time and at all times hereafter upon every reasonable request and at the costs of cause to be done made acknowledged and executed all such further and other acts, cause, things and assurances whatsoever for further, better and more perfectly assuring the said flat sold, granted, transferred, conveyed, assigned and assured and every part thereof unto and to the use of the Purchaser as shall or may be reasonably required.
- f) The Purchaser shall be entitled to sale, transfer, mortgage, lease, rent, assign and / or deal with the said flat alongwith undivided proportionate share of the land and right of common spaces / parts / portions / amenities / conveniences hereby acquired as described in the First, Second and Third Schedule hereunder in such manner as the Purchaser shall think fit and proper subject to the terms and conditions herein without any consent or objection of any other co-owners or the Vendors and the Developer who have acquired before or who may hereafter acquire any right, title or interest similar to those contained by the Purchaser.
- g) Such Apartment / Flat will constitute a single residential unit, transferable and heritable.
- h) Such apartment / Flat owners, present or future shall be entitled to as undivided interest in the common portion / parts / amenities / conveniences in the percentage expressed in the declaration and **appurtenance to each Apartment / Flat as per West Bengal Apartment Ownership Act, 1972.**
- i) The common portion / parts / amenities / conveniences, general or restricted shall remain undivided and that no owner shall bring any action for portion or division thereon forever.
- j) The percentage of the undivided interest in the land and in the General or restricted common portions / parts / amenities / conveniences shall not be altered at any point of time.

k) The Vendors and the Developer hereby declare that the above mentioned building / flat has been constructed following all provisions / rules of West Bengal Apartment Ownership Act, 1972 subject to all subsequent amendments there to and rules made thereunder and sold, conveyed assured and assigned accordingly and be submitted the flats U/S. 10 of the said Act / Rules.

**THE PURCHASER HEREBY AGREES AND COVENANTS WITH THE VENDORS AND THE DEVELOPER AS FOLLOWS :-**

- a) That the right of the Purchaser shall remain restricted to the said flat, undivided proportionate share of the land and properties appurtenant thereto and the open spaces, side spaces and back spaces in the said premises and common spaces / parts / portions / amenities / conveniences as described in the first, second and Third schedule hereunder.
- b) The said flat shall always be used by the Purchaser only for the purpose of residence.
- c) The Purchaser and other owners / occupiers of the said building shall form Society, Association or Company for maintaining the said building and the common areas of the said building and shall abide by all laws, bye-laws, rules and regulations of such Society or Association, pay proportionately the necessary taxes, revenue and maintenance charge of the said building and common parts / portions / amenities / conveniences thereof and shall observe and perform all rules and bye-laws of such Society, Association or Company.
- d) The cost of maintaining, replacing, repairing white washing painting and decorating the main structure in particularly the common portions of the roof, terrace and structure of the building, rain water pipes, water tanks, motor pumps, tube well, gas pipes and electrical wire, sewerages, drains, transformer and all other common parts of the fixtures, fittings and equipments in under or upon the building enjoyed or used in common by the Purchaser and occupier thereof, shall be borne by the said Society, Association or Company.
- e) The Purchaser shall be liable and agree to make payment of the proportionate share of maintenance and service charges regularly and punctually to the said Society, Association or Company.
- f) In the event of any Capital expenditure for repairs, maintenance etc. for common purpose the Purchaser shall be liable to make payment of the proportionate share as shall be determined by the said Society, Association or Company.
- g) The Purchaser shall be liable to make payment of the Corporation rates, taxes and outgoings in respect of **his** flat in full.
- h) The Purchaser shall have the absolute right to mutate **his** name in the Local Corporation Office and B.L. & L.R.O. Office and pay the taxes of his/her/their respective portion to be separately assessed by the Authorities. So, long as such flat of the said building shall not be separately assessed for taxes the Purchaser shall pay to the Developer a proportionate share of the Corporation Taxes, Water Tax of any in respect of Flat vide No. -----, on the ----- **Floor**, at ----- side, **in Block** - -----, measuring carpet area ----- Sq.ft. more or less and super built up

area of ----- sq. ft. more or less of the building such apportionment shall be made by the Developer in consultation with the Purchaser on the basis of the area acquired by the Purchaser.

- i) The Developer shall appoint a caretaker to look after the building and its common amenities till the building is handed over to the Association Society or Company or flat owners of said Apartment. An amount is to be paid by a flat owners per month to the Developer until the Association, Society or Company is formed, in order to look after the building and its common amenities.
- j) To permit the Developer and its authorised agent with or without workmen at all reasonable time on notice (except in case of emergency) to enter into space of the Purchaser to check / view and examine the state and condition of the said space and his convenience and for purpose of cleaning, repairing and keeping in order the sewers, drain pipes, rain water pipes, electric cables and conditions.
- k) Not to deposit, throw, accumulate any rubbish water, dirt, rage or other refuse in the staircase or any common parts of the building or premises or permit the same.  
Not to display any hoardings, signboards or placards on the terrace of the said unit or anywhere also in the said premises.
- l) To keep the internal portion of the said flat and every part thereof in good condition so as the support and protect other supporting parts of the building.
- m) Not to make any addition or alterations in structural work of the said flat except with the prior approval and sanction of the appropriate authority.
- n) Not to use stove or chulas in the stairs and other common portions and/or allow smoke to spread and go in common areas.
- o) Not to do any act, good or thing whereby the Vendors are prevented from selling, assigning or disposing off any other portion or portions of which the Vendors are the only absolute owners, in the said building.
- p) To use in common with other occupiers and owners of other flats of the building, the common areas and facilities as described in the Third Schedule hereinafter written.

**THE FIRST SCHEDULE ABOVE REFERRED TO**

**PART - I**  
**(ENTIRE LAND)**

**ALL THAT** piece or parcel of a plot of bastu land measuring an area of **14 (Fourteen) Cottahs 11 (Eleven) Chittacks 6 (Six) Sq.ft.** be the same a little more or less, together with all easement right and common facilities thereto, lying and situated at Mouza – Kasba, J.L. No. 13, Touzi No. 145, R.S. No. 233, comprised in C.S. & R.S. Dag No. 4002, Khatian No. 430, within the limits of Kolkata Municipal Corporation Ward No. 107, Premises No. 3039, Rajdanga Main Road, Police Station – Kasba, having Assessee No. 31-107-16-3488-0, Kolkata – 700 107, in the District of South 24-Parganas, said property free from all sorts of encumbrances, claims, demands, hindrances, liens, debts, dues, attachments, lispendenses, charges, acquisitions and requisitions whatsoever and howsoever without any interference, obstruction and objection whatever from any person whomsoever, manner and corner whatsoever and howsoever. Butted and bounded :

<u>ON THE NORTH</u>	:	34' ft. wide K.M.C. Road.
<u>ON THE SOUTH</u>	:	Partly KMDA Surplus land and part of 30' ft. wide KMC. Road.
<u>ON THE EAST</u>	:	4' ft. wide Passage and thereafter land of R.S. Dag No. 3728.
<u>ON THE WEST</u>	:	Partly private passage and partly Premises No. 422, Jogendra Garden.

**THE FIRST SCHEDULE ABOVE REFERRED TO**  
**PART - II**  
**(DEVELOPMENT LAND WITH BUILDING)**

**ALL THAT** piece or parcel of a plot of bastu land measuring an area of **10 (Ten) Cottahs 7 (Seven) Chittacks 9 (Nine) Sq.ft.** be the same a little more or less as per Boundary Declaration, together with a **G+4** storied building standing thereon in **Block - A** known as **KRISHNA TOWER** and **G+3** storied building standing thereon in **Block - B** known as **RADHA TOWER** lying and situated at Mouza - Kasba, J.L. No. 13, Touzi No. 145, R.S. No. 233, comprised in C.S. & R.S. Dag No. 4002, Khatian No. 430, within the limits of Kolkata Municipal Corporation Ward No. 107, Premises No. 3039, Rajdanga Main Road, Police Station - Kasba, having Assessee No. 31-107-16-3488-0, Kolkata - 700 107, in the District of South 24-Parganas, said property free from all sorts of encumbrances, claims, demands, hindrances, liens, debts, dues, attachments, lispendenses, charges, acquisitions and requisitions whatsoever and howsoever without any interference, obstruction and objection whatever from any person whomsoever, manner and corner whatsoever and howsoever. Butted and bounded :

<u>ON THE NORTH</u>	:	11.2000M (Avg.) wide Rajdanga Main Road.
<u>ON THE SOUTH</u>	:	9.869M (Avg.) wide K.M.C. Road
<u>ON THE EAST</u>	:	IV storied building Pre. No. 379, BL-ED, Plot 37 & Open Land.
<u>ON THE WEST</u>	:	V storied Building Pre. No. 422, Jogendra Garden.

**THE SECOND SCHEDULE ABOVE REFERRED TO**  
**THE DESCRIPTION OF THE FLAT ABOVE REFERRED TO**

**ALL THAT** one self contained residential Flat being No. -----, on the ----- Floor, at ----- side, in **Block - -----**, measuring a super built up area of ----- sq. ft. more or less consisting of ----- Bed Rooms, **One** Dining cum Drawing Room, **One** Kitchen, **One** Toilet, **One** W.C. and **One** Balcony of the building duly constructed on the premises mentioned in the First Schedule **Part - II** hereinabove written **TOGETHER WITH** the undivided proportionate share of land as described in the First Schedule **Part - II** alongwith all easements, quasi-easements, common parts, portions, facilities and amenities referred to hereinafter and for greater clearance in the Map or Plan annexed herein and shown thereon with the area thereof in **RED** border.

**THE THIRD SCHEDULE ABOVE REFERRED TO :**

- 1) The foundation columns, girders, beams, supports, etc.

- 2) One overhead reservoir with the main pipe line.
- 3) One pump with motor and pump and distribution pipes.
- 4) Water pumps, water tanks, water pipes and other common plumbing installations.
- 5) Corridors, lobbies, landings, spaces, stairs, roof along with parapet walls, stair ways, escape, entrance exists of the building. fire
- 6) Electrical wiring, meter and fittings.
- 7) Water and sewerage, evacuation pipes to the drains and sewerage common to the following.
- 8) Lift and its accessories.

**THE FOURTH SCHEDULE ABOVE REFERRED TO :**  
**[ EASEMENTS AND QUASI-EASEMENTS ]**

1. The Purchaser shall be entitled to all rights, privileges including the right of vertical and lateral supports easements quasi-easements, appendages and appurtenances whatsoever belonging or in any way appertaining to the said flat and the properties appurtenant thereto or otherwise hereby intended so to be held, used, occupied or enjoyed or reputed or known as part and parcel or member thereof or appertaining thereto which are hereafter more fully specified EXCEPTING AND RESERVING unto the Vendors and Other Co-owners and occupiers of other flats of the building the rights, easements, quasi-easements, privileges and appurtenances hereinafter more particularly set forth in the fifth schedule hereto.
2. The right of access in common with the Vendors and other owners or occupiers of the flats of the said building at all times and for all normal purposes connected with the use and enjoyment of the entrance staircase, landing and other common parts of the building.
3. The right of way in common as aforesaid at all times and for all purpose connected with the reasonable use and enjoyment of the said premises and properties appurtenant thereto and common parts with or without vehicles over and along the passages and pathways comprised within the said building and the appurtenant land PROVIDED ALWAYS and it is declared that herein contained shall permit the Purchaser or any person deserving title under the Purchaser and/or **his** servants agents and employees invitees to obstruct in any way by vehicles, deposit of materials, rubbish or otherwise the free passage of the Vendors and other co-owners or occupiers of other flats of the said building properly entitled to such rights of way over and along such passages or pathways or common parts as aforesaid.
4. The right of protection of the said floor and the properties appurtenant thereto by or from all other parts of the said building as they now protect the same and in any manner not to demolish the support at present enjoyed by the said premises and the properties appurtenant thereto from the other part or parts of the said building.
5. The right of passage in common as aforesaid of electricity, gas, water, telephone and soil pipes and to the said flat and the properties appurtenant thereto through pipes, drains, wires and conduits lying or being in under through or over any part or parts of the said flat and the said flat and

the said premises so far as be reasonably necessary for the beneficial occupation and enjoyment of the said flat and the properties appurtenant thereto for all lawful purpose whatsoever.

6. The right with or without workmen and necessary materials for the Purchaser to enter from time to time during the day time upon the other parts of the said building and the said premises for the purpose of repairing so far as may be necessary such pipes, drains and conduits aforesaid and for the purpose of re-building, repairing, replacing, cleaning any part or parts of the said premises and the properties appurtenant thereto to so far as such repairing, replacing, painting or cleaning as aforesaid cannot be reasonably carried out without such entry and in all such cases excepting emergent situation upon giving twenty four hours previous notice in writing of his intention so to enter to the Vendors and other co-owners or occupiers of flats of the building properly entitled to the same.

**THE FIFTH SCHEDULE ABOVE REFERRED TO :**

**[ EXCEPTING AND RESERVATIONS ]**

1. The undermentioned rights, easements, quasi-easements privileges and appurtenances shall be excepted and be reserved unto the Vendors and/or other owners and occupiers of other flats of the said building entitled to the same and/or deriving rights, title under them, other than the Purchaser in respect of the said premises.
2. The right of way in common with the Purchaser, the Vendors and other co-owners of occupiers of other flats of the said building entitled as aforesaid for the enjoyment and use of common parts of passage of the said building including its installations, stair-cases, entrance and other parts or passages and/or for the purpose connected therewith including ingress to and egress from the said building.
3. The right of passage in common as aforesaid of electricity, gas water and soil from and to any part (other than the said floor and the properties appurtenant thereto) or other parts of the said building through pipes, drains, wires, conduits lying or being in under through or over the said premises and the properties appurtenant thereto as far as may be reasonably necessary for the beneficial use of occupation of the other portion or portions of the said building for all lawful purpose whatsoever.
4. The rights of protection of other portion or portions of the said building from or by all parts of the said premises and the properties appurtenant thereto any manner not demolish the support at present enjoyed by the other portion or portions of the building from the said floor and the properties appurtenant thereto.

**THE SIXTH SCHEDULE ABOVE REFERRED TO :**

**[ COMMON EXPENSES ]**

The Association/Society/Company formed by the owners / occupiers of the flats of the building shall manage, maintain and control the following expenses.

1. The expenses of maintaining, repairing, replacing, re-decorating etc. of the main structure and in particular the gutters and rain water pipes of the building water pipes, sewers line and electric wires in under or upon the building and enjoyed or used by the Purchaser in common with the Vendors and other occupiers of other flats and main entrance, passages, landings and stair cases, roof of the



building as enjoyed by the Purchaser or used by **his** in common as aforesaid and the boundary walls of the building and compound etc.

2. The costs of cleaning and lighting the passage, landing staircase and other parts of the building enjoyed or used by the Purchaser in common as aforesaid.
3. The costs of maintaining and decorating the exterior of the building.
4. The costs and expenses for running operations and maintaining water pump, electric motors etc.
5. The salaries of the clerks, chowkidars, sweepers, mistry and caretakers etc.
6. The cost of working and maintenance of other lights and services charges.
7. The proportionate rates, taxes and outgoings in respect of the said flat which is otherwise to be borne and paid by its owners.
8. Maintenance of regular water supply to the flats.

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

**SIGNED, SEALED AND DELIVERED**

By the parties at Kolkata

In presence of : -

1.

2.

**As the Constituted Attorney –**

(1) **SMT. MINERVA BISWAS**

(2) **SRI PRANAB BISWAS**

-----  
SIGNATURE OF THE VENDORS

-----  
SIGNATURE OF THE PURCHASER(S)

Prepared by : -

**Mr. Manindra Chandra Paul,**  
Advocate.

Sealdah Court, Kolkata – 700014

-----  
SIGNATURE OF THE DEVELOPER

**MEMO OF CONSIDERATION**

**RECEIVED** with thanks from the abovenamed Purchaser a sum of Rs. -----/- (Rupees --  
-----) only as entire consideration amount of the said  
Flat, referred in the Second Schedule hereinbefore written as per Memo given below : -

**M E M O**

<u>Cheque No. &amp; Date</u>	<u>Banker's Name</u>	<u>Amount (Rs.)</u>
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**WITNESSES :-**

1.

2.

For R. B. ASSOCIATES

Kakoli Roy

Proprietress

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**SIGNATURE OF THE DEVELOPER**