DEED OF CONVEYANCE

THIS DEED OF CONVEYANCE is made on this day of in the year of Two Thousand and Twenty-Four (2024).

BETWEEN

M/S. SHIVOHAM INFRAPROJECTS (PAN: AEYFS0936H) a partnership firm constituted in accordance with the provisions of Indian Partnership Act, 1932, having its office at The Meridian, Ground Floor, Unit-G/3B, V.I.P Road, Raghunathpur, Post Office- Deshbandhunagar, Police Station- Bahuiati, Kolkata-700059, represented by its two of the partners namely (1) Mr. RAJIV KUMAR SUREKA (PAN: AJEPS1707R), (Aadhar No. 3207 4184 5511), son of Sri Motilal Sureka, by Nationality Indian, by Faith Hindu, by Occupation Business, residing at RB-29, Duke Gardens Apartment, Block Crown, Flat No. 3CD, Raghunathpur, V.I.P Road, Kolkata

700059, Post Office & Police Station Baguiati AND (2) MR. RAHUL GHOSH (PAN: BRIPG6590B), (Aadhar No. 7222 4790 1516), son of Sri Gour Ghosh, by religion- Hindu, Nationality-Indian, Occupation - Business, residing at P-28/3/S, Ramkrishna Samadhi Road, Police Station- Phoolbagan, Post Office- Kankurgachi, Kolkata - 700 054, hereinafter referred to as the 'OWNER/DEVELOPER' (which terms or expression shall unless otherwise excluded by or repugnant to the subject or context be deemed to mean and include its executors, administrators, successor in office and/or successors in office and/or assigns), of the ONE PART.

AND

(1)		(PAN :) (Aac	lhar	•••••	• • • • •).
		and (2)						
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at	, Post	Office	, Police	Station .		, D) istri	ct -
	Pin-	,	hereinafter	jointly	referred	to	as	the
"PUI	<mark>RCHASER/S"</mark> (v	vhich expression ur	nless excluded	by or re	pugnant to	the s	ubje	ct or
conte	xt shall be deem	ed to mean and in	clude his/her/	their resp	pective leg	al he	irs, 1	legal
repres	sentatives, execut	ors, administrators	and assigns et	c.) of the	OTHER I	PART	Γ.	

WHEREAS:

- A. By the Government of West Bengal Housing Department (N.T.P) Branch, Notification No 580-HI/ HG/ NTP-2L- 9/99 (Pt.) Dated 27.10.2006, the State of West Bengal has under Section 29(1) of the West Bengal Housing Board Act 1972 (West Bengal Act XXXII of 1972) transferred a land measuring more or less 54.24 Acres in Mouza Mahisbathan, J.L. No. 18 and Thakdari, J.L. No. 19, both under Police Station Rajarhat, District- North 24 Paraganas and by direct purchase which is confirmed by West Bengal Housing Infrastructure Development Corporation Ltd. a Govt. Company incorporated under the Companies Act, 1956 (hereinafter referred to as WBHIDCO) vide their Memo No. 2176/HIDCO/Admn-608/2004, Dated18.05.2006 & 4602/HIDCO/ Admn/ 608/ 2004 Dated 11.08.2006 measuring more or less 10.36 Acres land in the same area, totaling an area of 64.60 Acres of land at Action Area- 1C, now CE-1 within CE Block at Rajarhat, New Town, Kolkata, and the West Bengal Housing Board (the **BOARD**) is in peaceful possession of the same.
- **B.** The **BOARD** with a view to provide developed lands for residential accommodation to the Individuals as well as Housing Co-operative Societies as a part of development of a planned town (herein after called the New Town, Kolkata) has, inter-alia, carved out plots of varying measurements at CE Block, Land- CE/1 of Eastern Green Project in New Town, Kolkata.

- C. That the Mr. Jitendra Bhartia, son of Ramji Lal Bhartia, and Mrs. Sujata Bhartia, wife of Mr. Jitendra Bhartia, made an application before the **BOARD** for purchasing a piece and parcel of land in the said Project.
- **D.** In pursuant to the said application made by the **Mr. Jitendra Bhartia**, son of Ramji Lal Bhartia, and **Mrs. Sujata Bhartia**, wife of Mr. Jitendra Bhartia, the **BOARD** allotted a Plot of land (Plot No. CE/I/B/3) at CE Block, in the said Project by the allotment letter dated 04.01.2008; vide Memo No. 143/ HB to the said Mr. Jitendra Bhartia and Mrs. Sujata Bhartiabn.
- E. By a registered Indenture of Sale dated 30.05.2008, which was registered before the Additional Registrar of Assurances-II, Kolkata and duly recorded in Book No. I, Volume No. 1, Pages 1 to 9, Being No. 4621 for the year 2008, said Mr. Jitendra Bhartia and Mrs. Sujata Bhartiabn purchased **All That** the Land admeasuring about **4.48 Cottahs** little more or less situated lying at Plot No. CE/I/B/3, in Block No. CE, Land CE/1, Action Area- 1C now CE-1, New Town, Police Station-Rajarhat, District North 24 Parganas, Pin- 700 156, (herein after referred to the "Said Land") from the West Bengal Housing Board, for the valuable consideration mentioned therein.
- **F.** By the above said purchase the said Mr. Jitendra Bhartia and Mrs. Sujata Bhartiabn became the absolute owners of the **Said Land** and recorded their names in the record of the New Town Kolkata Development Authority and obtained Assessee No. 014-0212-e-00-00001-12 and Premises No. 14-0212.
- G. Said Mr. Jitendra Bhartia and Mrs. Sujata Bhartiabn by a registered deed of Conveyance dated 24th June, 2023, registered before the Additional Registrar of Assurances –III, Kolkata and recorded in Book No. I, Volume No. 1903-2023, Pages from 151862 to 151882, Being No. 190304142 for the year 2023, sold conveyed and transferred All That the **Said Land** unto and in favour of the Owner/ Developer herein, free from all encumbrance, for the valuable consideration mentioned therein.
- **H.** By the above said purchase the Owner/ Developer herein became the absolute owner of the **Said Land** and recorded its name in the record of the New Town Kolkata Development Authority and obtained Assessee No. 014-0212-e-00-00002-12.
- I. The Owner/ Developer has also obtained a G+ IV storied building Sanction plan vide building PIN: 0140021220230808 dated 04.09.2023, (the **said Plan**) sanctioned by the NKDA in respect of the **Said Land**.
- J. That the Owner/ Developer constructed the G + IV Storied building known as "...." (herein after referred to the Building) at the **Said Land** as per

the sanction plan which consist of several residential flats, parking spaces and shop rooms, (the **Said Land** and the **Building** collectively referred to as the "**Said Premises**" as more fully and particularly described in the **First Schedule** here under written).

K. The Owner/ Develo	oper agree to sell and	the Purchaser/s ag	grees to purchase the
Residential Flat being N	Io containing	Carpet Area of	Sq. Ft.,
Balcony Area	_ Sq. Ft., (correspor	ding to covered ar	ea of Sq.
Ft.), on the Floo	<mark>r</mark> along with One C	overed/Open Car	Parking space being
No measuring	about Sq. 1	Ft. on the Ground	Floor of the building
namely "	" at the Said Pro	emises, hereinafter	r referred to as the
"SAID UNIT" more ful	lly and particularly	described in the	Second Schedule
hereunder written Togethe	r With undivided pr	oportionate share o	or interest in the land
at the Said Premises descr	ibed in the First Sc	hedule at or for th	e total consideration
of <mark>Rs/- (</mark>]	Rupees	Only;	

- M. The **Purchaser/s** asked the Owner/ Developer to execute the Deed of Conveyance in respect of the **Said Unit**, more fully and particularly described in the **Second Schedule** hereunder written Together With proportionate undivided, impartible share or interest in the land at the Said Premises described in the **First Schedule** hereunder written.

NOW THIS INDENTURE WITNESSETH as follows:

encumbrances, attachments liens, charges etc. unto and in favour of the Purchaser/s **All That** the **Said Unit** situated lying at the Said Premises more fully and particularly described in the **Second Schedule** hereunder written together with common parts and and facilities and amenities provided thereon together with proportionate share in the land of the Said Premises described in the First Schedule hereunder written, Together With right to common with other Purchasers or Owners so acquiring similar right to enjoy and posses all common passages roof open spaces stairs case landing lobbies drains water courses, easement advantages liberties rights and privileges in anywise appertaining thereto or reputed to belong to the estate right title interest claim and demand of the Owner/ Developer into and upon the Said Unit and Said Premises, the specific purchased Said Unit of the Purchaser/s specifically described in the Second Schedule written hereunder, free from all encumbrances charges trust, liens, claims or demand whatsoever. The Purchaser/s shall has/have full easement right over the Said Unit and the common parts in common with the coowners, Purchasers and occupiers of the said building such common being described in the Third Schedule hereunder written subject to be governed by such rights and obligations as set forth in the Fourth Schedule hereunder written and also subject to the Purchaser/s paying and discharging terms and impositions on the Said Unit of the building and the common expenses as mentioned in the Fifth Schedule outgoings in connection with the Said Unit and the said building proportionately also such other expenses as may be included in the said common expenses **TO ENTER INTO AND** TO HAVE AND TO HOLD OWN POSSESS AND ENJOY the Said Unit of the building constructed on the basis of the sanctioned plan, hereby granted transferred assured and conveyed to the Purchaser/s absolutely and forever and the Owner/ Developer do hereby covenant and agree with the Purchaser/s THAT NOTWITHSTANDING any act deed or things whatsoever and amenities by the Owner/ Developer or by any of their ancestors or predecessors in title done or executed or knowingly suffered to the contrary the Owner/ Developer now have good right full power and absolutely authority and indefeasible title to grant sell convey and transfer the Said Unit of the said building and also the common areas, facilities, purchaser's obligation, common expenses and Tax imposition as described in the Third Schedule, Fourth Schedule, Fifth Schedule and Sixth Schedule herein below respectively hereby grant convey sold and transferred or expressed or intended so to be unto and to the use and benefit of the Purchaser/s his/her/ their, heirs, legal representative, executors administrators, representatives, free from attachments, charges, liens, and lis pendents and that the Purchaser/s his/her/ their, heirs, legal representative, executors, administrators, representatives and assigns shall and may at all times hereinafter peaceably and quietly posses and enjoy the Said Unit of the said building and receive the rents issues and profits thereof without any lawful eviction interruption claim or demand whatsoever from or by the Owner/ Developer or any person or persons claiming or having any lawful authority to claim as aforesaid AND FURTHER THAT the Owner/ Developer and all person having lawfully claiming any estate or interest whatsoever in the Said Unit of the said building or in the said common areas and facilities and also on the land underneath or any part thereof from under entrust for the Owner/ Developer from or under any of their predecessors or successors, in title shall and will from time to time and at all times hereafter at the request and cost of the Purchaser/s, his/her/their heirs, executors, administrators representatives and assigns do and execute or cause to be done and executed all such acts, deeds and things whatsoever for further and more perfectly conveying and assuring the **Said Unit** of the said building Together With common areas and facilities and the land underneath and other parts thereof unto and to the use of the Purchaser/s and his/her/their heirs, executors, administrators representatives and assigns as may be reasonable required and that the Purchaser/s, his/her/their heirs executors, administrators representatives and assigns shall and may at all times hereafter peaceably and quietly enter into hold possess and enjoy the **Said Unit** of the said building or every part thereof without any lawful eviction hindrance and interruption disturbance claim or demand whatsoever from or by the Owner/ Developer or any person or persons or any other flat or apartment owners of the building at the Said Premises.

The Purchaser/s has/have examined the plan and the title of the Owner/ Developer to the Said Premises and the common part and common portion and the facilities and amenities provided in the said building including the **Said Unit** or unit and being fully satisfied himself/themselves with regard to the title of the Owner/ Developer and nature of the construction provided to them and shall not make any claim or demand whatsoever against the Owner/ Developer in these respect in future.

THE OWNER/ DEVELOPER doth hereby covenant with the PURCHASER/S as follows:-

- (a) **THAT NOTWITHSTANDING** anything hereto before done or suffered to the contrary the Owner/ Developer has good and perfect right title and interest to convey, the **Said Unit** and the undivided proportionate share in the land at the Said Premises described in the First Schedule and all the rights privileges and appurtenances thereunto belonging and hereby sold conveyed and transferred to the Purchaser/s in the manner aforesaid and that Owner/ Developer has not done or knowingly suffered anything whereby the Said Premises and the **Said Unit** may be encumbered effected or imposed in estate title or interest or otherwise.
- (b) There are no encumbrances charges trusts, liens, attachments claims or demands whatsoever now subsisting on the **Said Unit** and the Said Premises and that the **Said Unit** and the Said Premises is not the subject matter of any suit or litigation or proceedings and has not been offered as security or otherwise to any court or Revenue Authority.
- (c) The Purchaser/s shall henceforth peacefully and quietly hold possess and enjoy the rents and profits derivable from and out of the **Said Unit** without any claims or demands hindrance interruption or disturbance from or by the Owner/ Developer or any person or persons claiming through or under or

- interest for the Owner/ Developer and without any lawful hindrance interruption or disturbance by any other person or persons whomsoever.
- (d) The Owner/ Developer shall at all times do and execute at the request and expenses of the Purchaser/s all such further lawful acts, deeds and things and assurances as may be reasonably required by the Purchaser/s for better and/or further effectuating and assuring the conveyance hereby made or the title of the Purchaser/s to the property made or the Purchaser/s to the Said Unit hereby sold and conveyed.

FIRST SCHEDULE ABOVE REFERRED TO (THE SAID PREMISES)

On the North:

On the South:

On the East:

By Plot No. CE/I/B/2;

By Plot No. CE/I/B/4;

By 12 Mt. wide Road;

On the West: By Partly Open Egress & partly Plot No. CE/I/C/1.

SECOND SCHEDULE ABOVE REFERRED TO (THE SAID UNIT TO BE SOLD)

All That a self contained Residential Flat being No. containing Carpet Area of ______ Sq. Ft., Balcony Area _____ Sq. Ft., (corresponding to covered area of Sq. Ft.), on the Floor, of the building namely "......" lying and situate at the Said Premises, Together With common area, facilities, appurtenant thereto situated upon the land of the Said Premises as mentioned in the First Schedule herein above attributable to the Said Unit and delineated in RED border on the plan annexed hereto.

AND

 Premises described under the **First Schedule** hereinabove written along with all easement right and delineated in **RED** border on the plan annexed hereto.

THIRD SCHEDULE ABOVE REFERRED TO (COMMON AREA)

- 1. Common roof, pathways, stair, lobby, lift lobby, over head water tank.
- 2. Round the clock security.
- 3. Elevator / Lift.
- 4. One common toilet on ground floor.
- 5. CC TV installation.
- 6. Intercom Facilities
- 8. Common Electrical Meter
- 9. Ultimate roof of the building.

THE FOURTH SCHEDULE ABOVE REFERRED TO (RIGHTS & OBLIGATION OF THE PURCHASERS)

- 1. That the Purchaser/s shall own and enjoy the **Said Unit** of the said building at the Said Premises along with undivided proportionate share in the Said Premises together with right in common with all other persons lawfully entitled hereto all sewers, drains, water courses, and all proportionate right in respect of all the common areas mentioned in the Third Schedule Above written.
- 2. That Purchaser/s shall become and remain Member of the Society or Association to be formed by and consisting of the Owners of the flat / shop of the building namely "....." constructed in the Said Premises written for the purpose of attending to safe guarding maintaining all matters and common interest like repairs white washing of the building and common colour washing or painting of the common parts of the building and repairing common passage, staircase, compound walls and all other common amenities, lifts.
- 3. That the Purchaser/s shall observe and perform the terms and conditions and bylaws the rules and regulations of the said Society or Association.
- 4. That the Purchaser/s shall not at any time carry on or suffered to carry on the flat hereby sold and conveyed or any part thereof or the Said Unit any trade or business whatsoever. Pursuant where of is may be or become any way, nuisance annoyance or danger to the Owner/ Developer or their successors in office or to the owners and/or the occupiers of the other flat owners or of the owners or occupiers of any neighboring property or which may tend to depreciate the value of the Said Unit or any part thereof as a residential

- property or permit the same to be used (except as aforesaid) for any other purpose.
- 5. That the Purchaser/s shall give the owner of the other flats the necessary technical support for their flat and also a right to any way over all common roads, staircase, passages etc. and shall and will be entitled to similar rights from and other owners of the said building.
- 6. The Purchaser/s shall has/have the right to enter into any other flats in the said building for the purpose of affecting repair of service pipes line and portions of their flat as may be reasonably necessitate such entry with 48 hours advance intimation of their such intended entry to the owners concerned and shall and will allow owners of other flats such entry into their flat areas under similar circumstances and upon having similar prior Notice in writing.
- 7. The Purchaser/s shall be liable to pay directly to NKDA/municipality and/or other appropriate authorities or contribute in proportion to the floor area of the Said Unit towards in the account of payment of taxes and other outgoings payable in respect of the said plot of land and/or the premises and in cases where the said payment shall not be made directly to the NKDA/municipality and/or statutory authorities as aforesaid same shall be made by the Purchasers to the Owner/ Developer and the Owner/ Developer retains such authority and upon its formation to the Associations or Society of the Purchasers of the undivided proportionate share in the said Premises and thus becoming owners of the several flats in the building and in defaults shall be liable for payment thereof with costs of litigation being sued by the Vendors and the Developer or the Association or Society as the case may be. The Purchaser/s shall mutate his/her/their name in the records of local NKDA authority in respect of his/her/their flat and proportionate share of land.
- 8. The Association of the flat owner shall be formed by the Purchaser/s herein, with other flat owners in the building and submit the building to the provision of West Bengal Apartment Ownership Act 1972 and that the Purchaser/s shall and will sign and execute all respective forms returns declarations and documents as may be from time to time become necessary.
- 9. The Purchaser/s shall has/have the full proprietary rights on the Said Unit more fully described in the **Second Schedule** herein above written together with undivided proportionate share of land, the Purchasers shall be entitled to sell mortgage, let out lease out or transfer in any way permitted by laws without requiring to have or seek any consent for the purpose from the Owner/ Developer or any other owners or owners of the flat areas other then their own contained in the said Building.

- 10. The Purchaser/s undivided interest in the said soil or land described in the First Schedule above written and shall remain joint forever with the owners of other flat owners of the said building and it being hereby further declare that the interest in the said soil or the said Premises is impartible.
- 11. The Purchaser/s shall not in any case damage the main structural wall of the said building which may be prejudicial to the interest of the other flat owners.
- 12. The Purchaser/s shall not decorate the exterior portion of the Said Unit otherwise than in the manner in writing by the committee.

THE FIFTH SCHEDULE ABOVE REFERRED TO (COMMON EXPENSES)

- 1. **MAINTENANCE**: All costs for maintaining, operating, replacing, repairing, whitewashing, painting, decorating, re-decorating, re-building, re-constructing lighting and renovating the Common Portions, including, the exterior or interior (but not inside any Flat) walls of the Said Building.
- 2. **OPERATIONAL:** All expenses for running and operating all machinery, equipments and installations comprised in the Common Portions, including lifts, transformers, generators, pumps, and other Portions, including, the exterior or interior (but not inside any Flat) walls of the Said Building and other common installations including, their license fees, taxes and other levies (if any) and the lights of the Common Portions.
- 3. **STAFF:** The salaries of and all other expenses on the staff to be employed for the Common Purposes, viz, manager, clerks, security personnel, liftmen, sweepers, plumbers, electricians etc. including their perquisites, bonus and other emoluments and benefits.
- 4. **ASSOCIATION:** Establishment and all other expenses of the Association, including, its formation, office and miscellaneous expenses and also similar expenses of the Owners until handing over to the Association.
- 5. **COMMON UTILITIES**: All charges and deposits for supplies of common utilities to the Co-Owners, in common.
- 6. **ELECTRICITY**: All charges for the electrical energy consumed for the operation of the common machinery and equipment.
- 7. **LITIGATION**: All litigation expenses incurred for the Common Purposes and relating to common use and enjoyment of the Common Portions.

- 8. **RATES AND TAXES**: Municipal Tax, Multistoried Building Tax, Water Tax and other levies in respect of the Premises and the Said Complex SAVE those separately assessed on the Purchasers,
- 9. **RESERVES**: Creation of fund for replacement, renovation and other periodic expenses.

THE SIXTH SCHEDULE ABOVE REFERRED TO (TAXES AND IMPOSITION)

- 1. Until such time as the Said Unit comprised in the said building is separately assessed and/or mutated in respect of the taxes or impositions, the Purchaser from the date of registration of the sale deed or occupation of the Said Unit whichever is earlier, shall have to bear and pay such proportion of such municipal taxes and rates or impositions to the Owner/ Developer as may be deemed reasonably from time to time by the Owner/ Developer for depositing to the authority concern.
- 2. Apart from the amount of such taxes and impositions the Purchasers shall also bear and pay other taxes and impositions including multi storied building tax, Urban land tax if any when necessary in respect of the Said Unit proportionately and the said building wholly.
- 3. All proportionate cost of maintenance, operating, replacing, white washing, painting, rebuilding, reconstructing, decorating, re-decorating including the outer walls of the said building.

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

EXECUTED AND DELIVERED by the **OWNER/ DEVELOPER** hereto at Kolkata

in the presence of:

Witness:

1.

2.

EXECUTED AND DELIVERED by the **PURCHASER/S** hereto at Kolkata in the presence of: Witness:

1.

2.

Drafted by me,
Mr. Sanjay Mondal, Advocate, High Court at Calcutta;
(Enrolment No. F-315/2002);

8, Old Post Office Street, 2nd Floor, Kolkata 700 001.

Email: <u>nishantsaraf1976@gmail.com</u> Phone No. 9163404745 / (033) 22623384

MEMO OF CONSIDERATION

RECEIVE	D on and from the with	thin named Purch	aser/s the within mentioned	l the sum
) only {for	
			/-} and sum of Rs	
			ax and sum of Rs sit, being the full and final	
	le of the Said Unit:-	iamitemanice depoi	oring the full that intuit	paymen
Dated	Cheque No.	Bank	Amount (Rs.)	
TDS @10	% of Rs	/_		
1.D.S. @1	/0 OI KS	/-		
WITNESS):			
1.				
2.				
			OWNER/ DEVELOPED	R

DATED THIS	DAY OF 2024	
**********	**********	
	BETWEEN	
M/S. SHIVOHAM INFRA	PROJECTS OWNER/ DEVELOP	ΈR
	AND	
•••••	& ANR PURCHASER	/S
	CONVEYANCE	
(FLAT NO)	

SANJAY MONDAL, ADVOCATE 8, Old Post Office Street, 2nd Floor, Kolkata 700 001. Email: nishantsaraf1976@gmail.com Phone No. 9830235574 / (033) 22623384