

DEED OF CONVEYANCE

THIS DEED OF CONVEYANCE made on this the
day of, (2024) Two Thousand and Twenty Four
BETWEEN

OWNERS No. 1:-

(a) Samir Roy (PAN NO : CKBPR1885F) son of Late Subodh Chandra Roy, by faith Hindu, by Nationality Indian, by Occupation – Business, **(b) Kajal Roy** (PAN NO: DLLPR9272J) son of Late Subodh Chandra Roy, by faith Hindu, by Nationality Indian, by Occupation – Business, **(c) Goutam Roy** (PAN NO: BONPR5265J) son of Late Subodh Chandra Roy, by faith Hindu, by Nationality Indian, by Occupation – Business, **(d) Bhaskar Roy** (PAN NO: AQQPR8189R) son of Late Subodh Chandra Roy, by faith Hindu, by Nationality Indian, by Occupation – Service, **(e) Pintu Roy** (PAN NO: BURPR3368C) son of Late Subodh Chandra Roy, by faith Hindu, by Nationality Indian, by Occupation – Business, all residing at 45, Ambagan, Rifle Club, P.O.- Bansdrani, P.S.- Regent Park, Kolkata-700070,

OWNERS NO. 2:-

(f) Sri Arun Kumar Chakraborty (PAN NO: ABZPC5058N) son of Late Ranjit Chakraborty, by faith Hindu, by Nationality Indian, by Occupation – Retired Person, residing at 45/A, Ambagan, Rifle Club, P.O.- Bansdrani, P.S.- Regent Park, Kolkata-700070,

OWNERS NO. 3:-

(g) Sri Debasis Mitra (PAN NO: ADKPM8122A) son of Late N.C. Mitra, by faith Hindu, by Nationality Indian, by Occupation – Retired Person, residing at 45/A, Ambagan, Rifle Club, P.O.- Bansdrani, P.S.- Regent Park, Kolkata-700070, hereinafter called the “**OWNER**” represented by their Constituted Attorney **S.S. CONSTRUCTION**, a sole proprietorship firm having its office at 26, Kalitala Park, Niranjana Pally Road, P.O.- Bansdrani, P.S.- Regent Park, Kolkata- 700070, District- South 24 Parganas, representative by as proprietor **Sri Susanta Kumar Chakraborty** (PAN –ANIPC5922E), son of Late Anath Bandhu Chakraborty, by faith Hindu, by Nationality Indian, by Occupation Business, residing at 37, Bansdrani Place, P.O.- Bansdrani, P.S.- Regent Park now Bansdrani, Kolkata-700070, (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to include his heirs, executors, administrators, legal representatives and assign) of the **FIRST PARTY**;

S. S. CONSTRUCTION
Susanta Kumar Chakraborty
Proprietor

AND

_____ son of _____, by faith _____, by nationality _____, by occupation _____, residing _____ at _____ hereafter called the **“Purchaser”** (which expression shall unless excluded by or repugnant to the context be deemed to mean and include its successors-in-interest) of the SECOND PARTY;

AND

S.S. CONSTRUCTION, a sole proprietorship firm having its office at 26, Kalitala Park, Niranjana Pally Road, P.O.- Bansdrani, P.S.- Regent Park, Kolkata- 700070, District- South 24 Parganas, representative by as proprietor **Sri Susanta Kumar Chakraborty** (PAN –ANIPC5922E), son of Late Anath Bandhu Chakraborty, by faith Hindu, by Nationality Indian, by Occupation Business, residing at 37, Bansdrani Place, P.O.- Bansdrani, P.S.- Regent Park now Bansdrani, Kolkata- 700070, hereinafter called the **“DEVELOPER”** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to include his heirs, executors, administrators, legal representatives and assign) of the **THIRD PARTY**;

AND WHEREAS The said Manindra Nath Chowdhury thereafter by virtue of a deed of conveyance duly registered in the office of the Sub Registrar at Alipore and recorded in Book No. I, Volume No. 62, Pages 218 to 220, being No. 3536 for the year 1946, sold, transferred and conveyed ALL TFIAT piece and parcel of land measuring an area of 5 cottahs be a little more or less lying and situated at Mouza Bansdrani comprised in Dag No. 191 under khatian no. 705, J.L. No. 45, Touzi No. 151, being Municipal premises No. 45, Rifle Club, P.S. - Tollygunge [now Regent Park], ward No. 113, District 24 parganas [South], more particular description whereof is given in schedule "A" hereunder written hereinafter for brevity referred to as the said land] to Sri Khagendra Nath Naskar.

AND WHEREAS one that by virtue of a conveyance dated June 18, 1958 made between Sri. Khagendra Nath Naskar

referred to as the vendor therein of the one part and Smt. Jyotsnarani Roy therein referred to as purchaser of the other part therein, which was duly registered in the office of the Additional Registrar at Alipore Sadar District 24 parganas [south] and recorded in Book No. I, Volume No. 106 at pages 111 to 113, being No. 5601 for the year 1958, the said Sri. Khagendra Nath Naskar for consideration mentioned in the said deed of conveyance sold, transferred and conveyed the said land to Smt. Jyotsnarani Roy.

AND WHEREAS that after purchasing the said land Smt. Jyotsnarani Roy got her name mutated in the records of the Calcutta Municipal Corporation in respect of the said land and thereafter constructed a straight two storied building on the said land after obtaining sanction from Kolkata Municipal Corporation on 17.05.2001.

AND WHEREAS Said Jyotsnarani Roy sold the Ground Floor portion of front side building measuring about 750 sq. ft. (more or less) build up area to SRI. ARUN KUMAR CHAKRABORTY by a registered sale Deed which was registered at A.D.S.R. Alipore, Book No. I, volume No. 91, pages 219 to 230, Being No. 2800 for the year 2002 and subsequently Smt. Jyotsnarani Roy also sold the another portion of the building Ground Floor portion of the Back side measuring about 855 sq. ft. (more or less) built up area including a Car parking Space measuring about 120 sq. ft' (more or less) to SRI DEBASIS MITRA by a registered Sale Deed which was registered at A.D.S.R. Alipore, Book No. I, Volume No. 1, Pages 1 b 14, Being No. 3607 for the year 2002.

AND WHEREAS Smt. Jyotsnarani Roy died intestate on 18.06.2018 and his husband Sri Subodh Chandra Roy also died intestate on 18.06. 2011 leaving behind their five sons namely **SAMIR ROY, KAJAL ROY, GOUTAM ROY, BHASKAR ROY, PINTU ROY** and two daughter namely **SMT. MITA ROY and SMT. RITA PAUL** became the absolute owners of the Schedule property.

AND WHEREAS Smt. Rita Paul and Smt. Mita Roy gifted their undivided 2/7th share of portions in favour of Bhaskar Roy, Goutam Roy, Samir Roy, Kajal Roy and Pintu Roy by a registered Deed of Gift which was registered at D.S.R.- IV, Alipore, vide Book No. I, Volume No. 1604, Pages - 9582 to 9621, Deed No. 5563, in the year 2020. Now **SAMIR ROY, KAJAL ROY, GOUTAM ROY, BHASKAR ROY, PINTU ROY, SRI ARUN KUMAR CHAKRABORTY AND SRI. DEBASIS MITRA** are the joint owners of ALL TFIAT PIECE AND PARCEL of the land measuring about 5 cottahs (more or less) alongwith undivided proportionate share of land and structure situated at Mouza: Bansdroni, Khatian No. 705, Dag No. 191, J.L. No. 45, Touzi No. 151 being Municipal Premises No. 45, Rifle Club, P.S. - Tollygunge now Regent Park, District 24-parganas (South), ward No. -113 within the limits of the Kolkata Municipal Corporation, Assesse No. 311132100450, 311132102770 and 311132103086, District 24-Parganas (South) which is morefully and particularly described in the **SCHEDULE** hereto and hereinafter called "**THE SAID PROPERTY**".

AND WHEREAS Said Sri Samir Roy, Sri Kajal Roy, Sri Goutam Roy, Sri Bhaskar Roy and Sri Pintu Roy, Sri. Arun Kumar Chakraborty And Sri. Debasis Mitra amalgamated their respective portions between them by a Deed of Amalgamation which was registered at D.S.R.-IV, Alipore, vide Book No. I, volume No. 1604, pages 9657 to 9695, Deed No. 5816, in the year 2020.

AND WHEREAS with a view to develop a land as described in the schedule below and to erect multi storied building

over the same in terms of a sanctioned bilding plan to be sanctioned by Kolkata Municipal Corporation, the land owner invited the developer to undertake the charge of such construction or development works of the schedule property at his cost, expenses and effort. In that respect the land owners entered into an registered agreement on 23.02.2021 which was registered at D.S.R. III, Alipore vide Book No- I, Volume No- 1603, pages- 31029 to 31081, Being No- 01003, year- 2021 and a development Power of Attorney on 23.02.2022 with the developer SRI SUSANT KUMAR CHAKRABORTY which was duly registered at D.S.R.-III, Alipore, south 24 pargana, vide book no.1 Volumn No- 1603, Pages- 30720 to 30751, Being No- 01021, year- 2021.

AND WHEREAS the owner/vendor herein have agreed to sell herein and the purchaser herein have agreed to purchase the said flat which is morefully described and written in the SECOND SCHEDULE hereunder, at a total consideration of Rs/- (Rupees) only, which is the highest price of the said flat as prevailing market and the possession of the said flat have been already delivered with all fittings and fixtures in habitual condition to the purchaser herein by the Owner/Vendor herein.

NOW THIS DEED WITNESSETH as follows :-

That in pursuance of the said agreement dated_____and in consideration of the said total sum of Rs/-(_____) only truly paid by the Purchaser to the owner/ Vendor herein, simultaneously with the execution of these presents (the receipts whereof the owner/Vendor doth hereby admit and acknowledge as hereunder mentioned in Memo of consideration) the owner/vendor as the owner of the said flat and doth hereby indefeasibly grant, convey, sell, transfer, assign and assure unto and to said purchaser herein, free from all encumbrances ALL THAT piece and parcel of a self contained residential flat measuring a super built-up area of 600 Square Feet (more or less) super built-up area [Carpet area 373 sq. ft. (more or less)] at Second Floor, South East Side, Flat No. G and all common rights and facilities over the common areas over the said building K.M.C. Premises No. 45, Rifle club, P.O.- Bansdroni, P.S. - Tollygunge then Regent Park now Bansdroni, District 24-Parganas (South), ward no. - 113 within the limits of the Kolkata Municipal Corporation, District 24-parganas (South), TOGHER WITH undivided impartible proportionate share of land underneath the building including all structures, fittings, fixtures, lights, liberties, privileges, with all rights of ingress and egress and all easement rights and user rights whatsoever belonging to the said flat and ALL THAT rights, title, interest, possession, profits, claim, demands whatsoever of the owner/Vendor herein into or upon the said flat and every part thereof- hereby sold, conveyed, transferred to the purchaser herein including his heirs, executors, administrators and assigns absolutely and forever. That the owner/vendor herein doth hereby covenant with the purchaser herein that notwithstanding any acts, deeds, heretobefore done, executed or knowingly suffered to the contrary the owner/Vendor herein are now lawfully seized and possessed of the said flat, free from all encumbrances, attachments, charges whatsoever and there is no suit

or dispute or case pending in any court in respect of the said land and as well as in respect of the said premises and the owner/vendor herein have full power and absolute authority to sell or transfer the said flat in any manner herein that the purchasers herein shall hereafter peaceably and quietly hold, possess and enjoy the said flat as its absolute owner and possessor with absolute right to sell, transfer, gift, mortgage lease, convey, whatsoever as its sole and absolute owner and possessor. That the owner/vendor herein do hereby covenant with the Purchaser herein to save the said flat harmless and shall at all times hereafter indemnify and keep indemnified the purchaser herein from or against all encumbrances, losses, damages, and charges whatsoever. That the owner/vendor herein shall at the request and at the cost of the purchaser herein do or execute or cause to be done or executed all such lawful acts, deeds whatsoever for further and more perfectly conveying and assuring the said flat and every part thereof in the manner aforesaid according to the true intent and meaning of this Deed. That the purchaser herein shall be at liberty to enjoy all rights of ingress and egress and to enjoy all easement rights over and through and to and from adjacent common passage and road and the purchaser herein has got every liberty to make all arrangements for electric connection, telephone connection, gas connection, water pipe connection, drainage system over and through the said flat. That the owner/vendor herein shall from time to time and at all times hereafter, upon every reasonable request and at the costs of the purchaser herein produce or to cause to be produced to the purchaser herein at any trial, hearings, commissions, examinations or otherwise as occasions shall require all or any of the deeds, documents, relating to the said flat hereby sold, conveyed and transferred to the purchaser herein.

IT IS HEREBY AGREED & DECLARED BY AND BETWEEN THE OWNER/VENDOR ALONGWITH CONFIRMING PARTY AND THE PURURCHASER as follows :-

1. That the Purchaser shall be entitled to sell, gift, mortgage, lease, convey or otherwise alienate the said flat to any person or persons without any consent of the owner/vendor or any other owner or owner of the said building.
2. That the purchaser's undivided right, title, interest, possession in the soil of the said premises, morefully mentioned in the FIRST SCHEDULE hereunder written, shall remain joint for all times the other co-owner of the said building at the said Premises.
3. THAT the purchaser herein wil not liable to pay any amount including penalty or interest to be paid before the Kolkata Municipal Corporation in respect of the said flat for the period up to the date of execution of these presents.
4. That the Purchaser shall have all rights to mutate his name as owner and possessor in respect of the said flat in The Kolkata Municipal Corporation and in the records of any other authorities, in that event the Owner/Vendor shall give their consent or approval in writing- for the purpose of such mutation and separate assessment, whenever shall be required by the Purchaser.

5. That the Purchaser shall be liable to pay directly to The Kolkata Municipal Corporation or to any other authorities, in respect of the said flat hereby sold and transferred to the Purchaser towards payment of Owner's share and Occupier's share of rates, taxes, land revenues and other outgoing charges payable for the said flat.
6. That so long as the said flat shall not be separately assessed in the name of the Purchaser for the purpose of aforesaid rates, taxes, land revenues and other outgoing charges, in that event the Purchaser shall pay proportionate share of the aforesaid Charges as levied on the said flat on and from the date of execution of this Deed.
7. That the Purchasers shall have full and absolute rights in common with the other co-owner of the said building in respect of proportionate share of common rights, common facilities and common amenities belonging to the said building and belonging to the said premises morefully described in the FIRST SCHEDULE hereunder written together with the right of the common use of the roof of the said building at the said premises.
8. That the Purchasers shall have all right to take electric, telephone, gas, water pipe, cable connection, dish antenna, internet connection etc. at the said flat in the name of the Purchaser at the Purchaser's own cost through the common portions and spaces of the said building as well as the said premises
9. That the Purchasers shall have all rights of erecting scaffolding at the common spaces of the said premises for repairing, whitewashing, maintenance, painting, decorating, plastering, construction, in respect of the said flat.
10. That all expenses for maintenance, repairing in respect of the common parts of the said building including all common areas and common installations of the said building shall be proportionately born by the purchasers with the other Co-owner of the said building.
11. That all expenses for running and operation of all common machineries, equipments and other installations, including all costs maintenance. repairing, shall be borne by the purchaser proportionately with the other-co-owner of the said building.
12. That the purchasers has common right, title and interest of the roof situated at the top of the said building at the said premises and the purchaser shall have right to use and occupy the said roof without any hindrance, obstruction and encumbrances commonly with the other flat/unit owner of the said buckling.
13. That one Association and/or Society may be formed between the Flat/unit owner of the said building at the said premises having one representative or nominated person from each flat.
14. That after formation of the said Association and/or Society, the said body will be liable for the running maintenance, repairs, replacement, installations etc. of the said building as well as said premises out of their own fund which will be raised from the flat/ unit owner of the said building by the Association and/or Society and the Purchaser including the other flat/unit owner will not demand

for the same to the owner/vendor herein after formation of the Association and/or Society.

THE OWNER/VENDOR ALONGWITH CONFIRMING PARTY HEREIN DOTH HEHEBY COVENANT WITH THE

PURCHASER as follows :-

- I. THAT the said flat including the said premises is free from all encumbrances, charges and liens and the owner/vendor herein have got free clear and marketable title therein and the Purchaser herein got physical possession of the said flat on _____ and save and except the Owner/Vendor no other persons have any right, title and interest over the said flat and/or any part thereof to transfer and convey the same to the purchaser herein.
- II. THAT the said flat and including the said premises or its any part thereto is not subject to any acquisition requisition proceedings and the owner/vendor herein have no knowledge of and have not received any such notice from any authority or authorities that effect.
- III. THAT the said premises or any parts thereof is not affected under urban Land (ceiling & Regulation) Act, 1976.
- IV. THAT no suit or proceedings of whatsoever nature is pending in any court of law in respect of the said flat and including the said premises or any part thereof.
- V. THAT the said land at the said premises or any parts thereof and the said flat and or any parts thereto are not charged and/or mortgaged with any bodies, banks, any financial institutions etc. by the Owner/Vendor herein.
- VI. THAT the owner/Vendor herein admit and confirm that if any statements or declarations made in these present regarding the title of the said premises and said flat are to be found not true and false then they will be liable to be implicated in present law and the owner/vendor will be liable to return back the entire consideration money with costs and damages to the purchaser herein and/or his successors.
- VII. THAT the owner/vendor herein have joined and confirmed this Deed with the purchasers herein in order to good and marketable titre of the said flat in favour of the purchaser and they have no claim or demand over the said premises and/or any
- VIII. parts thereto and said flat or any part thereto and the owner/vendor herein confirms that the purchaser is the sole and absolute owner for the same

FIRST SCHEDULE ABOVE REFERRED TO :
(The Said Premises)

ALL THAT the piece and parcel Of land measuring 5 cottahs (more or less) alongwith undivided proportionate share of land alongwith a G+III storied building thereon comprised in Mouza: Bansdroni, Khatian No. 705, Dag No. 191, J.L. No. 45, Touzi No. 151 being Municipal Premises No. 45, Rifle Club, P.S. - Tollygunge now Regent Park, District- South 24 Parganas, Ward No -113 within the limits of the Kolkata Municipal Corporation, District 24-parganas (South), butted and bounded as follows:-

ON THE NORTH : 46, Rifle Club. House, of Binod Kundu.
ON THE SOUTH : 6 Feet wide common passage.
ON THE EAST : 54, Rifle Club, House of Late Palan Chandra Naskar.
ON THE WEST : 18 feet wide K.M.C. Road.

SECOND SCHEDULE ABOVE REFERRED TO :
(The Said Flat)

ALL THAT a self contained residential flat on the said flat, Flat No. measuring about Square Feet(more or less) super built-up area [Carpet Area sq. ft. (more or less)] including two bedrooms, one toilet, one W.C. one kitchen cum drawing, one Verandah, with lift facility be the same a little more or less being together with the undivided proportionate share and interest in the land underneath the said flat and all rights and liberties in the common areas and facilities attached to the said building of K.M.C. Premises No. 45, Rifle Club, P.O.- Bansdroni, P.S. – Tollygunge then Regent Park now Bansdroni, District 24-parganas (South), ward no. -113 within the limits of the Kolkata Municipal corporation, District 24-parganas (South) formed out of the First schedule Property referred above, together with the ownership of undivided impartible proportionate share of the said land at the said premises and delineated with "RED" border line in the Map or Plan annexed herewith being part of these presents along with absolute rights on all doors, windows, fittings, fixtures, walls and common amenities and facilities thereto. All the easement rights pertaining to the said land and said building are to be held and enjoyed by the Purchaser herein with the owner of the other flats/units.

FOURTH SCHEDULE ABOVE REFERRED TO :

(The Common Portions and Facilities will be used by the co-owner Owners and their representatives and nominated persons)

The foundation column, beams, supports, stair. Staircase landing, stairways, corridors in between the staircase and the unit, fire escape, entrance, exits, roof, side space. Backspace, front space, meter board place and horizontal and vertical support of the building.

1. That the Purchaser shall have the right to use the ultimate roof of the building for drying of clothes and any other daily purpose of her own.
2. common passage, water pump, water tank or reservoir (underground and overhead), water pipe, all other common water line, plumbing installations.
3. Electrical fittings in the common areas, electric meter, Board place, electric wiring in the common areas and in the main gate and main electric line, electrical fittings in the common staircase and in the roof.
4. Drainage, sewerage and soil line and rain water pipe and all sewerage line and septic chamber and underground sewerage line and soil line and drainage outlet from the building to the main duct.
5. Boundary walls of the building, back side wall and side wall, and front side walls and main gate of the building and the premises.
6. Such others common parts, areas, equipments, installation, fittings, fixtures, covered and open space, uses as common in the said building as are necessary for the passage or the use and occupancy of the flat in common and as are easements of necessity of the building including the roof, of the building of the premises.

FIFTH SCHEDULE ABOVE REFERRED TO :

(Common Expenses)

Part 1

1. All costs of maintenance, operating, white washing, decorating, and lighting the common portions including outer of the building parking spaces and boundary walls.
2. Salaries and other expenses for all persons, employed for the common purposes.
3. Municipal and other rates and taxes and levies and other outgoings save those separately assessed or incurred in respect of the any flat.
4. costs of establishment and operation of Society office expenses, expenses for litigation include for the common purpose.
5. All incidental for the common purpose including for creating fund for replacing, renovating purpose in respect of common portions.

IN WITNESS WHEREOF the PARTIES hereto have set and subscribed their respective hand and seals this is the day month and year first above written.

SIGNED SEALED &

DELEVERED at Kolkata in

presence of

WITNESSES:

Represented by their its constituent
attorney of
owner no- 1 to 7.

PURCHASER

S. S. CONSTRUCTION
Susanta Kumar Chakraborty
Proprietor

DEVELOPER/CONFIRMING PARTY