

DEED OF CONVEYANCE

THIS DEED OF CONVEYANCE is made this.....day
of, in the year 2024.

BETWEEN

Sri..... (PAN :) Son of
, by faith :....., by Nationality :
 Indian, by Occupation :, residing at
,
 hereinafter referred to as the “**PURCHASERS**” (which term or
 expression shall unless excluded by or repugnant to the context
 be deemed to mean and include her heirs, executors,
 administrators, legal representatives and assigns)

AND

(1) SRI DEBASISH BHUR (PAN-AEBPB6808G), son of Late
 Krishna Kishore Bhur, by Faith–Hindu, by Occupation–Retired,
 by Nationality – Indian, **(2) SRI SUBHASISH BHUR** (PAN-
 ADHPB8016D), son of Late Krishna Kishore Bhur, by Faith–
 Hindu, by Occupation– Service, by Nationality – Indian, both
 are residing at 24B, Shyampukur Street, P.S. Shyampukur,
 P.O. Shyambazar, Kolkata-700004 and **(3) SRI RANENDRA
 NATH BHUR** (PAN-ADV PB6301P), son of Late Phanindra Nath
 Bhur, by Faith–Hindu, by Occupation–Retired, by Nationality –
 Indian, residing at 24A, Shyampukur Street, P.S. Shyampukur,
 P.O. Shyambazar, Kolkata-700004, hereinafter jointly called

and referred to as the “**LAND OWNERS**” (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include their respective heirs, executors, administrators, legal representatives and assigns). The owners are represented by their Constituted Attorneys.

AND

UNITE REALTOR (PAN-AAFFU5029A), a Partnership Firm having its registered office at 25/B, Ganendra Mitra Lane, P.S. Shyampukur, Kolkata-700004, represented by (1) **SRI SUBHASH BARUA** (PAN-AXDPB1198C), son of Late Sudutta Barua, by faith – Hindu, by occupation – Business, by Nationality-Indian, residence at 32, Shyampukur Street, P.S. Shyampukur, Kolkata-700004, (2) **SRI ARIJIT BHAR** (PAN-APYPB0117N), son of Tarun Kumar Bhar, by faith – Hindu, by occupation – Business, by Nationality-Indian, residence at 25/B, Ganendra Mitra Lane, P.S. Shyampukur, Kolkata-700004, hereinafter referred to as the “**DEVELOPER**” (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include successor-in-office and assigns)

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WHEREAS one Bibhuti Bhusan Bhur and Krishna Kishore Bhur were allotted divided southern portion of Premises No.24, Shyampukur Street, Kolkata-700004 having land area 1 Cottah 13 Chittacks 4 sq. ft. being the Lot-II mentioned therein, vide registered Deed of Partition dated 26.11.1966 registered before Registrar of Assurances, Calcutta and recorded in Book No.I, Volume No.188, Pages 117 to 118, Being No.6192 for the year 1966 executed by other part Phanindra Nath Bhur.

AND WHEREAS Bibhuti Bhusan Bhur during his life time due to natural love and affection executed a registered Deed of Gift in respect of his undivided half share of southern portion of Municipal Premises No. 24, Shyampukur Street, Kolkata-700004 on 18.04.1987 in favour of his two nephews namely Sri Debasish Bhur and Sri Subhasish Bhur which was registered before Registrar of Assurances, Calcutta and recorded in Book No.I, Volume No.224, Pages 1 to 15, Being No.4033 for the year 1987.

AND WHEREAS said Krishna Kishore Bhur during his life time executed a registered will in respect of his undivided half share of the aforesaid property on 15.01.1997 which was registered

before Registrar of Assurances, Calcutta and recorded in Book No.III, Volume No.1, Pages 18 to 23, Being No.5 for the year 1997 and by which he bequeathed his entire half share in favour of his two sons namely Sri Debasish Bhur and Sri Subhasish Bhur.

AND WHEREAS after demise of said Krishna Kishore Bhur his last will and testament was duly probated from the City Civil Court Calcutta in Probate Case No.10/1999 on 27th day of February, 2001 and as such said Sri Debasish Bhur and Sri Subhasish Bhur became the joint owners of **ALL THAT** divided Southern portion containing two storied brick built dwelling house lying and situated at Premises No.24, Shyampukur Street, Kolkata-700004 having land area 1 Cottah 13 Chittacks 4 sq. ft. more or less.

AND WHEREAS said Sri Debasish Bhur and Sri Subhasish Bhur duly mutated their names in the record of Kolkata Municipal Corporation in respect of the said divided Southern portion of Premises No. 24, Shyampukur Street, Kolkata-700004 which was renumbered as 24B, Shyampukur Street,

P.S. Shyampukur, Kolkata-700004 being Assessee No.110104201453 and paying their taxes regularly.

AND WHEREAS one Phanindra Nath Bhur was allotted divided northern portion of Premises No.24, Shyampukur Street, Kolkata-700004 having land area 14 Chittacks 15 sq. ft. being the Lot-I mentioned therein, vide registered Deed of Partition dated 26.11.1966 registered before Registrar of Assurances, Calcutta and recorded in Book No.I, Volume No.188, Pages 117 to 118, Being No.6192 for the year 1966 executed by other part Bibhuti Bhusan Bhur and Krishna Kishore Bhur.

AND WHEREAS during life time said Phanindra Nath Bhur executed his last Will and testament on 03.05.1968 which was registered before Registrar of Assurances, Calcutta and recorded in Book No.III, Volume No.3, Pages 102 to 104, Being No.147 for the year 1968 and by which he bequeathed his aforesaid property in favour of his only son Sri Ranendra Nath Bhur.

AND WHEREAS after demise of said Phanindra Nath Bhur on 07.05.1979 his last will and testament was duly probated from

the Hon'ble High Court Calcutta being PLA No.367 of 1999 on 10th day of March, 2000 and his wife Smt. Sovamaye Bhar predeceased on 19.04.1977 and as such said Ranendra Nath Bhur became the sole and absolute owner of **ALL THAT** divided northern portion containing two storied brick built dwelling house lying and situated at Premises No.24, Shyampukur Street, Kolkata-700004 having land area 14 Chittacks 15 sq. ft. more or less.

AND WHEREAS said Ranendra Nath Bhur duly mutated his name in the record of Kolkata Municipal Corporation in respect of the said divided northern portion of Premises No. 24, Shyampukur Street, Kolkata-700004 which was renumbered as 24A, Shyampukur Street, P.S. Shyampukur, Kolkata-700004 being Assessee No.110104200310 and paying his taxes regularly.

AND WHEREAS both the premises has been amalgamated in the record of Kolkata Municipal Corporation as Premises No. 24A, Shyampukur Street, Kolkata – 700004 which is morefully and particularly described in the schedule "A" hereunder written.

AND WHEREAS the present owners have decided to develop the multi storeyed building on the said plot of land hereinafter referred to as the "said property" which is morefully and particularly described in the Schedule 'A' below;

AND WHEREAS the said owners have decided to develop the multistoried building on the said plot of lands being **ALL THAT** two storied brick built dwelling house together with land area 3 Cottah 13 sq. ft. more or less lying and situated at Premises No.24A, Shyampukur Street, Kolkata-700004, in KMC Ward No.10, be the same a little more or less hereinafter referred to as the "said property" which is morefully and particularly described in the Schedule 'A' below and as such all the owners have entered into registered Development Agreement on 14.10.2020 vide Book No.I, Volume No.1904-2020, Pages 274904 to 274953, being No.04699 for the year 2020 registered before ARA-IV, Kolkata with the developer and also on the same date executed registered Development Power of Attorney vide Book No.I, Volume No.1904-2020, Pages 274687 to 274721, being No.04713 for the year 2020 registered before ARA-IV, Kolkata in favour of the said developer;

AND WHEREAS the party of the second part has agreed to undertake the full responsibility of the construction strictly according to the plan to be sanctioned by the **Kolkata Municipal Corporation;**

AND WHEREAS the said owners through the developer have applied for a sanctioned building plan from the Kolkata Municipal Corporation to construct a new residential building on the said premises and accordingly Kolkata Municipal Corporation sanctioned the building permit No. 2023020021 dated 12.06.2023 under Borough-II.

AND WHEREAS after obtaining the said sanctioned plan from the Kolkata Municipal Corporation the Owner/Vendor duly started through the developer, construction of the new building on the said premises and which is still running in progress.

AND WHEREAS the PURCHASER has inspected the documents produced before her and became satisfied with the title of the owners and developer in respect of the said premises 24A, Shyampukur Street, Kolkata-700004, in KMC Ward

No.10, which is morefully and particularly described in the Schedule "A" hereunder written.

AND WHEREAS the PURCHASER has approached to the developer to purchase the self contained flat on the floor, which will be used for residential purpose having super built up area of square feet more or less of the said premises hereinafter referred to as the "said flat" which is more fully stated in the Schedule "B" hereunder written, under Kolkata Municipal Corporation together with undivided impartible land in proportion together with common parts and facilities and the said flat which is more fully and particularly described in the Schedule "C" hereunder written.

AND WHEREAS the Vendor/developer has agreed to sell and the PURCHASER has agreed to purchase the self contained flat on the **floor**, of the building which will be used for residential purpose having super built up area of square feet more or less for total consideration price of Rs...../- (Rupees.....) only.

AND WHEREAS the Purchaser/s being in need of a flat in ownership in the locality where the aforesaid building under construction is situated and after inspecting the documents of title of Vendors/Developer to the said land, site plan, sanctioned building plan, standard of workman ship in construction, quality of materials used etc. as well as the construction of the said building and considering the price so offered by the Vendor as fair. reasonable and highest have agreed to purchase from the Vendors/Developer, the said flat more particularly described in the Schedule B given hereinunder with undivided common share or interest in the stairs. roof, open space, toilet, tanks and other fittings and fixtures and other common parts, services of the building, free from all encumbrances. charges. liens. lispendences. attachments, mortgages and all or any other liabilities whatsoever with sole, absolute. exclusive. transferable and irrevocable right. title and interest for the Schedule-B property for a valuable consideration of Rs...../- (Rupees..... Only).

NOW THIS INDENTURE WITNESSETH AS FOLLOWS :-

1. That in consideration of a sum of Rs...../-
 (Rupees..... Only).
 paid by the Purchaser/s to the Vendors/Developer, the receipt
 of which is acknowledged by the Vendors/ Developer by
 execution of these presents and grants full discharge to the
 Purchaser/s from the payment thereof and the
 Vendors/Developer do hereby convey and transfer absolutely
 the Schedule -B property, to the purchaser/s who will/shall
 now HAVE AND HOLD the same absolutely and forever free
 from all encumbrances and charges subject to the payment of
 proportionate rent, etc. to the Govt. of West Bengal.

2. That the Purchaser's has have examined and inspected the
 Documents of title of the Vendors/Developer. Site Plan.
 Building Plan, Foundation Plan. Structural details of beams
 and slabs, Typical Floor Plan. Front Elevation. Rear Elevation
 Sectional Elevation details of staircase as well as the COMMON
 PORTIONS & AREAS and COMMON PROVISIONS & UTILITIES
 and have also seen and inspected the construction work of the
 BUILDING to the extent constructed as on the date of execution
 of these presents and have satisfied himself/herself themselves

about the standard of construction thereof including that of the Schedule-B property purchased by the purchaser's and shall have no claim whatsoever upon the Vendors/Developer as to construction plan quality of materials used or standard of workmanship in the construction thereof including foundation of the BUILDING and/or development. installation, erection and construction of the COMMON PROVISIONS & UTILITIES.

3. That the purchaser/s shall have all rights, title and interest in the Schedule-B property sold and conveyed to him/her/them and shall hold and enjoy the same without any interruption or obstruction whatsoever from the vendor or anybody claiming through or under it and all the rights, title and interest which vested in the Vendors/Developer with respect to the Schedule-B property shall henceforth vest in the Purchaser/s to whom the said Schedule-B property has been conveyed absolutely.

4. That the purchaser/s hereby covenant with the Vendors/Developer not to dismantle the flat hereby sold and conveyed in favour of the Purchaser/s in part or parts in any manner whatsoever and the same shall be used by the Purchaser/s exclusively for residential purposes.

5. That the Vendors Developer declares that the interest which he professes to transfer hereby subsists as on the date of these presents and that the Vendors/Developer has not previously transferred. mortgaged. contracted for sale or otherwise the said below Schedule-B property or any part thereof to or in favour of any other party or person's and that the property hereby transferred. expressed or intended so to be transferred suffers from no defect of title and is free from all encumbrances whatsoever.

6. That the Vendors/Developer does hereby covenant with the purchaser/s that the tenancy rights under which the Schedule-A property is held by the Vendors/Developer under the superior landlord the State of West Bengal is good and effectual and the interest which the Vendors/Developer proposes to transfer subsists and the Vendors/Developer have full right and authority to transfer the SCHEDULE-B property to the Purchaser/s in the manner as aforesaid and the PURCHASERS shall hereinafter peacefully and quietly possess and enjoy the Schedule-B property without any obstruction or hindrance whatsoever.

7. That the Purchaser/s shall not do any act, deed or thing whereby the development/ construction of the said building is in any way hindered or impeded with nor shall prevent the Vendors/Developer from selling, transferring, assigning or disposing of unsold portion or rights, title and interest therein or appurtenant thereto.

8. That the Purchaser/s will obtain his/her/their own independent electric connection from the CESC for his/her/their electric requirement and the connection charges as well as the electric consumption bill will be paid by the Purchaser/s, the Vendors/Developer shall have no responsibility or any liability in this respect.

9. That the Vendors/Developer further undertake to take all actions and to execute all documents required to be done or executed for fully assuring right, title and interest of the Purchaser's to the property hereby conveyed at the cost of the Purchaser/s.

10. That the Purchaser's shall have the right to get his/her their name mutated with respect to the said Schedule-B

property at the Office of the Kolkata Municipal Corporation and get it numbered as a separate assessee and shall pay Municipal taxes as may be levied upon him/her/them from time to time though the same has not yet been assessed.

11. That the Purchaser's shall have the right to sell, gift, mortgage or transfer otherwise the ownership of the Schedule-B property or let-out, lease-out the Schedule-B property to whomsoever.

12. That the Purchaser/s shall keep the area neat and clean and in proper condition and shall not use the same for any illegal purpose or in a manner which may cause annoyance to the other occupiers/occupants of the said building.

13. That the Purchaser/s shall have proportionate right, title and interest in the land along with other occupants/owners of the building. It is hereby declared that the interest in the land is impartible.

14. That the Vendors/Developer will pay upto date municipal taxes, land revenue and/or any other charges/dues if any prior to the date of transfer of the Schedule-B property.

15. That the Vendors/Developer shall not be liable at any time under any circumstances for any rate and/or taxes pertaining to the Schedule-B property except for unsold portion of the building which shall be borne by the Vendors Developer proportionately with all the Purchaser's unless separately levied upon and charged for.

16. That the upkeep and maintenance of the COMMON PORTIONS & AREAS as well as the COMMON PROVISIONS & UTILITIES shall be looked after by the Apartment owners Association by framing a proper memorandum of Association together with the Rules & Regulations thereof by their mutual consent subject to law in force for the time being regulating the ownership residential apartments.

17. That the Purchaser's shall be entitled to use and pay such proportionate charges for common facility, such as repairs and maintenance of the outer walls, stairs, water supply, sanitation, sweeper, chowkidar, etc. as will be determined by the Vendors Developer from time to time till the time an executive body or any other authority of the building or Apartment owners association is formed to take care of the common maintenance of the building,

That the payment of the maintenance charge by the Purchaser/s is irrespective of his/her/their use and requirement.

18. That in case the purchaser/s make default in payment of the proportionate share towards the COMMON EXPENSES (described in the Schedule-C given hereinunder) within time allowed by the Vendors/Developer or the Apartment Owners Association the purchaser/s shall be liable to pay interest at the rate of 2% per month or part of a month compoundable for the period of default on all amounts remaining so unpaid along with such dues and arrears and shall also be liable to compensate Vendors/Developer or the Association acting at the relevant time for any loss or damage suffered by the Vendors/Developer or the Association in consequence thereof.

19. That the Purchaser's shall not encroach upon any portion of the land or building carved out by the Vendors/Developer for the purpose of road, landings, stairs or other community purpose/s and in the event of encroachment, the Vendors/Developer or the executive body or any authority of the occupants of the building acting as such at the relevant

time shall be entitled to remove such unauthorised act or nuisance by force and the Purchaser's shall be legally bound to repay the entire cost and expenses including damages if any as will be caused by such nuisance and its subsequent removal.

20. That the Purchaser's further covenant with the Vendors/Developer not to injure, harm or cause damage to any part of the building including common portions and areas as well as the common provisions and utilities by making or causing any sort of alteration or withdrawal of any support or causing any construction, addition or deletion thereof or therein or otherwise in any manner whatsoever and in the event of contrary the Purchaser/s shall be fully responsible for it. the Vendors/Developer shall not be held responsible in any manner whatsoever.

21. That it is hereby specifically declared that use of personal generator of any kind and description and of any capacity whatsoever which causes sound and air pollution will not be permitted in any of the residential flat of the building save the battery operated.inverter.

22. That the Purchaser's shall have no objection if the other owners/occupants of the flat in another block in the said complex uses the parking facility in the block in which the purchaser/s of these present has/have purchased the Schedule-B property, provided the said facility has been allotted/sold by the Vendors/Developer.

23. That the matter not specifically stipulated in these presents or in case of any dispute or any question arising hereinafter at any time between the Vendors Developer and the Purchaser's or other occupiers of the building shall be referred for arbitration under the Arbitration and Conciliation Act. 1996 and in case their decision is not acceptable he/she shall have the right to move to Court at Kolkata.

THE SCHEDULE 'A' REFERRED TO ABOVE:

ALL THAT under construction building together with land area 3 Cottah 13 sq. ft. more or less lying and situated at Premises No.24A, Shyampukur Street, Kolkata-700004, in KMC Ward No.10, as is where is basis, which is butted and bounded in the manner following:-

- ON THE NORTH** : By Northern portion of 22,
Shyampukur Street i.e. 24A,
Shyampukur Street.
- ON THE SOUTH** : By 1, Naba Kumar Raha Lane.
- ON THE EAST** : By 24/1A, 24/1B & 24/1C,
Shyampukur Street.
- ON THE WEST** : By 23, Shyampukur Street;

THE SCHEDULE “B” ABOVE REFERRED TO

(The said Flat from the developer allocation)

ALL THAT one self contained residential flat on the
floor, having super built up area of square feet more or
less consisting of two Bed Rooms, one Kitchen and one Toilet
with proportionate share or interest in the land of Premises
No.24A, Shyampukur Street, Kolkata-700004, in KMC Ward
No.10, P.S. Shyampukur as mentioned in the Schedule “A”
together with right to use and enjoy all common parts, portions
and amenities of the said building.

THE SCHEDULE "C" ABOVE REFERRED TO
(PARTICULARS OF COMMON AREAS AND FACILITIES)

1. All boundary walls and main gate;
2. Space for letter boxes in the lobby on the ground floor or near the stair case.
3. Staircase and landing on all floors.
4. Lift along with lift room.
5. Common entrance passage and ultimate Roof along with other co-owners.
6. Water pump, Water tank, water pipes and other common plumbing installations;
7. Electric wiring and safety chambers;
8. Drains, Sewers and pipes from the building to the corporation drains;
9. Such other common parts, areas equipments, installations, fixtures fittings and spaces on or about the said residential apartments area necessary for the user and occupancy of the flat/unit in common and as specified by the flat owner's association to the common part.

THE SCHEDULE "D" ABOVE REFERRED TO
(PROPORTIONATE EXPENSES FOR COMMON AREAS
AMENITIES AND FACILITIES)

1. Undivided proportionate share in the foundation footing columns, beams, supports, exterior walls of the said building, side or interior load bearing walls, concrete floor, slab, roof slab and all concrete ceiling and in the said building.
2. Stair cases with landing passages, entrance with all fittings and fixtures and open spaces around the said buildings.
3. Water pump, water tank at the roof, water pipes, fittings and installations and other common plumbing installations.
4. Electric and sanitary lines pipes leading wiring fittings fixtures and installation both underground and overhead in the said building but excluding those that are installed inside the said flat and exclusively meant for the said flat.
5. All the above common areas, amenities and facilities will be available to the owner/Vendor subject to the

proportionate payment by all the flat owner of all outgoings and expenses for other service in the said building for use and enjoyment of the PURCHASERS.

6. The expenses of maintaining repairing, redecorating of the main structure and top floor roof, rain water pipes, roof top shade, water pumps, electric installation use in common by the owner of the flats the said entrance passage landing and staircases, compounds terrace, water motor water tank etc. lift and its accessories.
7. The cost or cleaning and lighting the passages, landing Staircases and other parts of the said building including the open space.
8. The cost of decoration repairing and painting the exterior of the said building.
9. The salaries of clerks, lift man, darwans, sweepers, electrician, pump operator other service and maintenance staffs etc.

10. The Kolkata Municipal Corporation and other taxes.
11. The cost of water or electric meter and/or any deposit or electricity charges for common rights, water pumps etc.
12. Service, maintenance and repair charges of pump and motor and lift.
13. Such other capital or recurring expenses as are necessary or incidental for the maintenance and upkeep of the said building open spaces and all other amenities of common nature to be enjoyed by the Owner/Vendor with the PURCHASERS or occupants of the other flats in the said building.

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

SIGNED SEALED AND DELIVERED

up at Kolkata in the presence of:

1.

SIGNATURE OF THE OWNERS

Through their Constituted

Attorney

2.

SIGNATURE OF THE DEVELOPER

SIGNATURE OF THE PURCHASERS

Drafted by me :

Chaitali Chatterjee

Advocate

City Civil Court, Calcutta.

Enrolment No.WB-706 of 2006.

WITNESSES :

1.

2.

SIGNATURE OF THE DEVELOPER