

DEED OF CONVEYANCE

THIS DEED OF CONVEYANCE is made on this the day of , 2023 BETWEEN **SRI BINOY KANTI BISWAS** (having PAN ADTPB8045J and Aadhaar No. 6564 3813 0280), Son of Late Bijoy Gopal Biswas, by faith Hindu, by occupation business, by nationality Indian, residing at 43/6/31, Jheel Road, P.O. Dhakuria, P.S. previously Kasba now Garfa, Kolkata 700031, hereinafter referred to as the **OWNER/ LAND OWNER** (which expression shall unless excluded by or repugnant to the context shall deem to mean and include his respective heirs, successors, executors, representatives and administrators and assigns) of the **FIRST PARTY**. It is to be stated that the Vendor executed and registered a deed of power of attorney in favour of **M/s ASCON (having PAN ABRFA4065F)**, a partnership firm, having its registered office at 54/5 Fulbagan Road, P.S. Patuli, Kolkata 700086 ,being represented by its partners (1). **SRI ASHIM KUMAR DAS** (having PAN AEQPD4821C and Aadhar No. 6460 5136 9664), son of Late Anil Kumar Das, by faith Hindu, by occupation business, by nationality Indian, residing at 54/5 Fulbagan Road, P.O. Baghajatin, P.S. Patuli, Kolkata 700086 and (2). **SRI SABYASACHI GHOSH** (having PAN ACXPG3973F and Aadhar No. 6312 4284 0647), Son of Late Prabirendra Nath Ghosh, by faith Hindu, by occupation business, by nationality Indian, residing at A/1/27, Ramgarh, P.O. Naktala, P.S. previously Patuli now Netaji Nagar, Kolkata 700047. The said Power of Attorney was Registered in the office of D.S.R. I, Alipore, 24 Parganas (S) and it was Registered in its Book No. I, Volume No.1601-2022, Pages from *** to **** , being No.1601***** for the year 2022.

AND

**** (having PAN **** and Aadhaar No. *****), ****, by religion ****, by occupation **, by nationality ****, residing at ****, P.O. ****, P.S. ****, Kolkata ****, hereinafter called and referred to as the **PURCHASER** (which expression shall unless repugnant to the context be deemed to mean and include his/ her heirs, successors, executors, administrators and assigns) of the **SECOND PARTY**.

AND

M/s ASCON (having PAN ABRFA4065F), a partnership firm, having its registered office at 54/5 Fulbagan Road, P.S. Patuli, Kolkata 700086 ,being represented by its partners (1). **SRI ASHIM KUMAR DAS** (having PAN AEQPD4821C and Aadhar No. 6460 5136 9664), son of Late Anil Kumar Das, by faith Hindu, by occupation business, by nationality Indian, residing at 54/5 Fulbagan Road, P.O. Baghajatin, P.S. Patuli, Kolkata 700086 and (2). **SRI SABYASACHI GHOSH** (having PAN ACXPG3973F and Aadhar No. 6312 4284 0647), Son of Late Prabirendra Nath Ghosh, by faith Hindu, by occupation business, by nationality Indian, residing at A/1/27, Ramgarh, P.O. Naktala, P.S. previously Patuli now Netaji Nagar, Kolkata 700047, hereinafter jointly and collectively called and referred to as the **DEVELOPER** (which expression shall unless repugnant to the context be deemed to mean and include its heirs, successors, executors, administrators and assigns) of the **THIRD PARTY**.

WHEREAS one Naba Krishna Pal purchased a plot of totally tax free land (Lakheraj Sattwa) totalling measuring about 11.98 acre (measuring about 10.31 acre lying at Mouza Dhakuria, J.L. No. 18, Khatian No. 806, Dag No. 1701 and a plot of land measuring about 1.67 acre lying at Mouza Selimpur, J.L. No. 37, Khatian No. 135, Dag No. 298) lying and situated at Pargana Khaspur, Survey Settlement Touzi No. 477B, I, S.R. Alipore, P.S. previously Tollygunge then Jadavpur within the limits of Calcutta Municipal Corporation having Holding No. 43 Jhil Road from Indian Emperor as per the Law of Land Acquisition in the Bengali year 1320. Thereafter that said Naba Krishna Pal became the absolute owner of the absolute land along with other landed property. That said Naba Krishna Pal died intestate on 1349 in Bengali calendar year leaving behind his four sons namely Gangadas Pal, Abhay Pada Pal, Krishna Das Pal and Bijoy Krishna Pal as his legal heirs, successors and claimants.

AND WHEREAS after death of Naba Krishna Pal, Gangadas Pal, Abhay Pada Pal, Krishna Das Pal and Bijoy Krishna Pal became the joint owners of the aforesaid plot of land along with other landed property owned by Late Naba Krishna Pal. Subsequently that said Gangadas Pal filed a partition suit before the Ld. 2nd Sub Judge at Alipore vide Title Suit No. 79 of the year 1951.

AND WHEREAS during the pendency of trial, aforesaid partition suit became mutually settled and as per such settlement an affidavit on mutual settlement (solenama) was filed on 12th July,1951 and Ld 2nd Sub Judge at Alipore on the basis of such affidavit on mutual settlement (solenama) passed final order and judgement with final decree on 12th July,1951.

AND WHEREAS as per judgement and decree of Ld 2nd Sub Judge at Alipore, one Bijoy Krishna Pal, the then Owner became the sole and absolute owner of a plot of land land measuring about 3.35 acre more or less comprised in Mouza Dhakuria, J.L. No. 18, Khatian No. 806, Dag No. 1701 and a plot of land land measuring about 1.67 acre more or less comprised in Mouza Salimpur, J.L. No. 37, Khatian No. 135, Dag No. 298, total measuring about a plot of land 5.02 acre under Touzi No. 477 B,I, P.S. Jadavpur, Pargana Khaspur, Plot No. 31, District 24 Parganas (South)

AND WHEREAS that said Bijoy Krishna Pal, the then Owner sold, transferred and conveyed a plot of land measuring about 03 Cottahs 14 Chittaks 00 Square feet more or less comprised in Mouza Dhakuria, J.L. No. 18, Khatian No. 806, Dag No. 1701 and Mouza Salimpur, J.L. No. 37, Khatian No. 135, Dag No. 298, Touzi No. 477 B,I, P.S. Jadavpur, Pargana Khaspur, Plot No. 31, District 24 Parganas (South)morefully mentioned in the Schedule A below to Sri Binoy Kanti Biswas, the Owner herein, through a registered deed of sale. The said sale deed was registered in the office of Sub Registrar of Alipore at Alipore, District 24 Parganas vide its Book No. I, Volume No. 96, Pages 212 to 219, Being No. 4410 for the Year 1973. After purchasing the said land; Sri Binoy Kanti Biswas, the Owner herein recorded and mutated his name in the records of Calcutta Municipal Corporation now Kolkata Municipal Corporation vide Assessee No. 21-092-13-0350-6 and constructed a pucca

structure upon the said land. Presently the land is known as K.M.C. Premises No. 43/6/31, Jheel Road, P.O. Dhakuria, P. S. Jadavpur, Kolkata 700031.

AND WHEREAS the Owner herein is the absolute owner of ALL THAT piece and parcel of land measuring about land measuring about 03 Cottahs 14 Chittaks 00 Square feet more or less together with two storied pucca structure measuring about 1400 sq.ft. (on the ground floor 700 sq.ft. and on the first floor 700 sq.ft.) standing thereon comprised in Mouza Dhakuria, J.L. No. 18, Khatian No. 806, Dag No. 1701 and Mouza Salimpur, J.L. No. 37, Khatian No. 135, Dag No. 298, Touzi No. 477 B,I, P.S. Jadavpur, Pargana Khaspur, Plot No. 31, District 24 Parganas (South) presently the land is being known as K.M.C. Premises No. 43/6/31, Jheel Road, P.O. Dhakuria, P. S. Jadavpur, Kolkata 700031. The land is within the jurisdiction of Kolkata Municipal Corporation, Ward No.92 morefully mentioned in the Schedule A below.

AND WHEREAS with a view to develop the schedule property mentioned below through a reputed Developer, the Owner is in search of a Developer and upon hearing the same, the Developer hereinabove has agreed to develop and/or construct a multi-storied building in the below schedule property, as per the sanction plan, sanctioned by the Kolkata Municipal Corporation at its own cost and accord and the Owner herein has agreed with the proposal of the Developer hereinabove.

AND WHEREAS due to paucity of fund and lack of experience Sri. Binoy Kanti Biswas, the Owner herein is not in a position to construct the said building. with a view to develop the schedule property mentioned below through a reputed Developer, the Owner was in search of a Developer and upon hearing the same, the Developer hereinabove agreed to develop and/or construct a multi-storied building in the below schedule property, as per the sanction plan as sanctioned by the Kolkata Municipal Corporation at its own cost and accord and the Owner herein has agreed with the proposal of the Developer hereinabove.

AND WHEREAS the Landlord herein, thereafter, decided unanimously to construct a G + 3 (THREE) storied building hereinafter referred to as the said building upon the Scheduled property in compliance with the plan sanctioned by the Kolkata Municipal Corporation and therefore reposed his confidence upon M/s ASCON, Developer herein, to develop the scheduled land and to construct the said proposed building (which entire process is termed as the said project) in a fully workman- like manner on a fully habitable condition and therefore entered into a Bi-partied Registered Development Agreement with the Developer herein on

24.08.2022, hereinafter referred to as the “ Development Agreement”, specifying the time of completion of the said entire project to be 24 (twenty four) months from the date of sanction of the plan of the said proposed building by the KMC with some clear and unambiguous terms and condition, inter alia, as contained therein. The said agreement was Registered in the office of D.S.R. I , Alipur , 24 Parganas (S) and it was Registered in its Book No. I, Volume No.1601-2022, Pages from 95782 to 95812, Being No. 160102077 for the year 2022. **AND WHEREAS** the Owner/ Vendor herein subsequently executed a Registered Power of Attorney dated 24.08.2022 in favour of “M/s ASCON”, a Partnership Firm, having its registered office at 54/5 Fulbagan Road, P.S. Patuli, Kolkata 700086, herein authorizing them, inter alia, to sell convey and transfer flats and car-parking space of the said proposed Building and shall be at liberty to collect and received payment of money from the intending Purchaser, being its nominee, in respect of proposed flats and car parking space under the roof of the building and it shall be at liberty to enter into an agreement with the said intending Purchaser at its absolute discretion. The said Power of Attorney was registered in the office of D.S.R. I, Alipore, 24 Parganas (S) and it was registered in its Book No. I, Volume No.1601-2022, Pages from 95813 to 95830 , being No.160102078 for the year 2022.

AND WHEREAS subsequently the Developer submitted a plan before the Kolkata Municipal Corporation for construction of a Ground plus Three storied building at the said Schedule A land and therefore the Kolkata Municipal Corporation sanctioned the said plan vide sanctioned B.P. No. 20231000019 dated 29.04.2023.

AND WHEREAS during the continuation of the said constructional work, the Developer herein out of their allocation in the new building entered in to an agreement for sale of the flats and other spaces with the intending Purchaser excepting allocation specified for the Owner/Vendor herein. The Developer herein the aforesaid manner entered into an agreement for sale with the Purchaser herein on *** day of ****, 2023 in respect of a self-contained flat being Flat No. *** situated on the **** floor measuring about **** sq. ft. super built up area and one car parking space measuring about **** sq.ft. on the ground floor of the said G plus Three storied building with Lift provision on the land morefully mentioned in the First Schedule at an agreed consideration of Rs. ****/- (Rupees ****) only.

AND WHEREAS thereafter the Purchaser herein in terms of the said agreement paid the entire consideration money of Rs. *****/- (Rupees *****) only to the Developer/Confirming Party for the said flat and car parking space and thereafter called upon the Vendor/ Owner

and the Developer / Confirming Party to execute and register the sale deed in favour of the Purchaser and accordingly Vendor/ Owner and the Developer agreed to sell, execute and register the said flat and car parking space in favour of the Purchaser free from all encumbrances by executing this deed.

NOW THIS INDENTURE WITNESSETH that in pursuance of the said agreement and in consideration of the said sum of Rs. *****/- (Rupees *****) only paid by the Purchaser to the Developer towards payment for sale of a self-contained flat being Flat No. ***** situated on the ***** floor (***** side) having total super built up area measuring about 1085 sq. ft. and one car parking space measuring about 120 sq.ft. on the ground floor along with exclusive right of the said building at K.M.C. Premises No. 43/6/31, Jheel Road, P.O. Dhakuria, P. S. previously Kasba now Garfa, Kolkata 700031 more fully mentioned in the Second Schedule hereunder written together with undivided share of the land morefully and particularly mentioned in the First Schedule hereunder written, the receipt of which the Developer do hereby and so by the Memo hereunder admits and acknowledge and of and from the payment of the same forever release discharge, acquit exonerate the Purchaser and also the said share and the unit hereby transferred conveyed released and relinquished, the Vendor and the Developer do hereby grant, sell, convey, transfer and assure as well as the Developer/Confirming Party herein do hereby assign, confirm and release unto and in favour of the Purchaser ALL THAT the said self-contained complete flat and car parking space morefully mentioned and described in the Second Schedule hereunder written TOGETHER WITH proportionate undivided share of the land and in the common parts of the building as mentioned in the First Schedule and Third Schedule respectively OR HOWSOEVER OTHERWISE the said share and the unit now is or at any time heretofore was situated butted bounded called known numbered and interest of the Vendor and the Confirming Party in respect of the said unit and proportionate share of common parts AND all deed pattahs and muniments of title whatsoever exclusively relating to or concerning the said flat TOGETHER WITH proportionate right and/or share in all passage sewers drains, pipes, benefits, advantages, privileges appendages and appurtenances thereto AND ALSO easement and/or quasi/easement and other stipulations and/or provisions in connection with the beneficial use and enjoyment of the said flat and car parking space and undivided proportionate share of land subject to the similar rights liberties easements benefits and advantages as described in the Third Schedule of the owner of the other flat(s) in the said building and the premises TO HAVE AND TO HOLD the property and each and every part

thereof unto and to the use of the Purchaser absolutely and forever subject to making payment of proportionate rates , taxes, maintenance charges and other charges incidental or relating thereto more particularly mentioned in the Third Schedule hereunder written.

THE VENDOR AND THE CONFIRMING PARTY DO AND EACH OF THEM DOTH HEREBY COVENANT WITH THE PURCHASER:-

A) That notwithstanding any act deed matter or thing whatsoever done by the Vendor and/or Confirming Party or any of the Vendor and/or Confirming Party's predecessor-in-interest/title may have done, committed, executed or knowingly suffered to the contrary the Vendor and the Confirming Party now have good right, full power, absolute authority, indefeasibly title or otherwise well and sufficiently entitled to grant sell convey transfer assign and assure the property and all rights and benefits hereby granted sold conveyed transferred assigned and assured or expressed or intended so to be unto and to the Purchaser in the manner aforesaid according to the true intent and meanings of these presents.

B) That the Vendor and/or Confirming Party have not at any time done or executed or knowingly suffered or been party to any deed matter or thing whereby the property or any part thereof can or may be impeached, encumbered or affected in title.

C) That the said property is free from all claims demands charges mortgages liens attachments, acquisition, requisition trust made or suffered by the Vendor and/or the Confirming Party or any person or persons arising or lawfully rightfully or equitably claiming any estate or interest therein from under or in trust for the Vendor and/or the Confirming Party.

D) That free and clear and freely and clearly and absolutely acquitted exonerated released and forever discharged from and by the Vendor and the Confirming Party and well and sufficiently saved defended kept harmless and indemnified of and from or against all and all manner of former and other rights, title interest lien, charges and encumbrances attachments whatsoever made or done occasioned and/or suffered by the Vendor and the Confirming Party or any person or persons rightfully claiming through or under or in trust for the Vendor and/or the Confirming Party.

E) That it shall be lawful for the Purchaser from time to time and at all times hereafter to enter into hold possess, use, own and enjoy the said property and every part thereof and receive the rents issues and profits there from without any lawful hindrance, eviction , interruption, disturbances, claim or demand whatsoever from or by the Vendor and/or the Confirming Party or any person or persons lawfully or equitably claiming any right or estate therein from under or in trust for the Vendor and/or the Confirming Party.

F) That the Vendor and the Confirming Party and all persons having or lawfully rightfully or equitably claiming any estate or interest in the property or any part thereof from under or in trust for the Vendor or the Confirming Party shall and will from time to time and at all times hereafter at the request and cost of the Purchaser do and execute and cause to be done and executed all such acts deeds matters or things whatsoever for further better and more perfectly assuring the property and every part thereof as shall or may be reasonably required by the Purchaser.

G) That unless prevented by fire or some other irresistible accident, the Vendor and the Confirming Party shall from time to time and at all times hereafter upon every reasonably request and at the cost of the Purchaser produce or cause to be produced to the Purchaser and/or any agent of the Purchaser at any hearing suit, commission, examination or otherwise as occasion shall require the original documents and writings in respect of the said property.

H) That the Vendor and the Confirming Party do and each of them doth hereby according their consent to the Purchaser for mutation separation and/or apportionment of the said flat in the municipal records and all Government and/or Semi Government and/or other statutory body and/or authority.

THE PURCHASER DOETH HEREBY COVENANT WITH THE VENDOR AND THE CONFIRMING PARTY AS FOLLOWS;

1. The Purchaser from time to time and at all times hereby agreed to contribute and pay proportionate share towards the cost and expenses towards the maintenance charges, service charges, taxes and impositions and other outgoings as mentioned in the Schedule 'D' hereunder written and the said amount is variable according to the needs of the circumstances and market trend.
2. The Purchaser are satisfied about the area of the unit/flat mentioned in these presents and hereby agreed not to raise any dispute or question with regard thereto.
3. The Purchaser shall keep and maintain the said flat/unit and every part thereof in good and substantial condition of repair of their own cost and expenses.
4. To permit the Association (if any) or the owner within 24 hours' notice or in case of emergency without any notice the other co-owner of the building and/or their surveyors agents, servants with or without workmen and others at all reasonable times to enter into and open the unit or any part thereof for the purpose of repairing maintaining re-building, cleaning lighting and keeping in order and in good condition all services such as drains pipes, cables water courses gutters wires structure sewers drainage water pipes and other installations and conveniences of the building.
5. The Purchaser shall duly observe, perform and fulfill the Rules and Regulations that may be formulated by the Association /flat-owner in respect of the building and/or premises.

FIRST SCHEDULE AS REFERRED TO ABOVE

(The entire Land with building)

ALL THAT piece and parcel of demarcated plot land measuring about 03 Cottahs 14 Chittaks 00 Square feet more or less together with two storied pucca structure measuring about 1400 sq.ft. (on the ground floor 700 sq.ft. and on the first floor 700 sq.ft.) standing thereon comprised in Mouza Dhakuria, J.L. No. 18, Touzi No. 477 B,I, Khatian No. 806, Dag No. 1701 and Mouza Salimpur, J.L. No. 37, Khatian No. 135, Dag No. 298, P.S. previously

Kasba now Garfa, Pargana Khaspur, Plot No. 31, District 24 Parganas (South) presently the land is being known as **K.M.C. Premises No. 43/6/31, Jheel Road, P.O. Dhakuria, P. S. previously Kasba now Garfa, Kolkata 700031**. The land is within the jurisdiction of Kolkata Municipal Corporation, Ward No.92, as referred to herein above with all rights over common areas and common facilities and with all appurtenances and appendages of the said property together with proportionate undivided share or interest in the said land and together with all easements rights, advantages and benefits thereof and the land is butted and bounded as follows:

ON THE NORTH: 16 ft. wide Common Passage

ON THE SOUTH: Land of Scheme Plot No. 27 and Scheme Plot No. 28

ON THE EAST : Land of Arun Kanti Mazumder

ON THE WEST: Other's Land

SECOND SCHEDULE AS REFERRED TO ABOVE

(Description of the flat/unit and car parking space hereby sold/conveyed)

ALL THAT piece and parcel of one self-contained residential flat being **Flat No. ***** having Tiles floor consisting of two bed rooms, one Kitchen cum dining room, one balcony, one store and one toilet having total **super built up area 1085 sq. ft.** (one thousand and eighty five square feet) more or less on the ***** floor (**** side)** area and a **car parking space** measuring about **sq. ft.** (one hundred and twenty square feet) on the **ground floor** along with exclusive user right of the said Ground plus Three storied building with lift provision at **K.M.C. Premises No. 43/6/31, Jheel Road, P.O. Dhakuria, P. S. previously Kasba now Garfa, Kolkata 700031** within the municipal limits of the **Kolkata Municipal Corporation, Ward No. 092** and the flat is more particularly shown and delineated in the site Map or Plan annexed hereto in RED border line thereon as part and parcel of this indenture **TOGETHER WITH** undivided share or interest into and over the land (impartible) and all sorts easement rights quasi-easement rights benefits ,facilities, advantages and appurtenances along with common rights and common services and expenses and also fixtures and fittings, electrical installations as mentioned in the Schedule C hereunder written attached to the said flat as well as the building.

SCHEDULE "C" AS REFERRED TO ABOVE

COMMON AREAS OF THE FACILITIES

The land on which the said G+3 (Three) storied building with lift provision is located and the Schedule “A” premises as well and all easements, rights, and appurtenances belonging to the land and the said building.

The foundations, columns, grids, beams, supports, main walls, roof, lift, corridors lobbies, stairs, stair-ways ,fire-escape, entrance, drinking water facilities, exit as provided in the said G+3 (Three) storied building with lift provision. . The Developer undertakes to state that KMC water would be the only source of water in the project/ Premises.

**SCHEDULE “D” AS REFERRED TO ABOVE
COMMON EXPENESS**

- 1) ALL EXPENSES of administration maintenance, repair or replacement of the common areas and facilities as described in Schedule ‘C ’ hereinabove and all other sums assessed jointly against all the flat owners/ occupiers of the said G+3(Three) storied building upon in the Schedule ‘A’ premises, by the Government, or any other local authority or by the Association of the flat owners/ occupiers.
- 2) Insurance charges in respect of the said G+3(Three) storied building upon in the Schedule ‘A’ premises, if so made or to be made, against Fire, Earthquake, Mob- violence, Riot or other natural calamities.
- 3) Such other incidental charges as will be necessary or incidental for the maintenance and up keeping of the life and living of all the members of the flat owners/ occupiers of the said ‘G’ +3(Three) building.

IN WITNESS WHEREOF the parties hereto have executed this presence the day, month and year first above written.

**SIGNED, SEALED AND DELIVERED
IN PRESENCE OF
WITNESSES:**

1.

SIGNATURE OF THE VENDOR

2.

SIGNATURE OF THE PURCHASER

**SIGNATURE OF THE / DEVELOPER
CONFIRMING PARTY**

Drafted by me as per deeds,
documents, testimonials and
instructions given by the parties hereto.

MEMO OF CONSIDERATION

RECEIVED a sum of Rs. ***8/- (Rupees *****) only from the within named Purchaser as full and final consideration of the flat and covered car parking space as conveyed in the following manner.

Date	Cash / Cheque	On Bank and Branch	Amount (Rs.)

*****.00

TOTAL

Rs.

(Rupees *****) only

WITNESS

1.

2.

**SIGNATURE OF THE / DEVELOPER
CONFIRMING PARTY**