

DRAFT
DEED OF CONVEYANCE

THIS INDENTURE made this day of , 20 -----

1) SMT. SHIBANI DEY GUHA alias **SHIBANI GUHA (PAN-APHPG5517Q)** &(AADHAR No. **7011 5538 0483**) wife of Sri Sanjay Guha by Nationality Indian, by faith Hindu, by occupation Service residing at 22, Ramlal Dey Street, Dumdum Cantonment, Kolkata- 700 028, Post Office- Dum Dum, Police station- Dum Dum, District North 24 Parganas, and **2) SMT. SWAPNA DEY DAS** alias **SMT. SWAPNA DEY (PAN-ASEPD9779M)** & (AADHAR No. **9762 2181 9849**) wife of Sri Pankaj Das by Nationality Indian, by faith Hindu, by occupation House wife, residing at Badamtala (Ward No. 15) , Near Seba Sangha Club, Uttar Habra, Habra- 743 263, Post Office- Habra, Police Station- Habra, District North 24 Parganas, represented by their constituted attorney, **BIBHUTI BHUSAN DAS (PAN-AIDPD4689B & AADHAR NO.-3293 8835 4908)** son of Late Bhupendra Nath Das, sole proprietor of **M/s. ANILA CONSTRUCTION CO. (PAN-**

AIDPD4689B), by Nationality – Indian, by Faith – Hindu, by Occupation – Business, residing at P-42, Block-A, Satabdi Park, P.O.- Mukundapur, Police Station- Purba Jadavpur presently Panchasayar, Kolkata – 700 099 by virtue of Development Power of Attorney dated 5th April,2022 duly registered in the office of District Sub Registrar-V at Alipore and recorded in Book No. 1, Volume No.1630-2022, Pages from 98385 to 98403 , Being No. 163002195 for the year 2022 , hereinafter Called the “**OWNERS/VENDORS** ”(which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their respective heirs, heiresses, executors administrators, legal representatives and assigns) of the **FIRST PART**.

AND

M/S. ANILA CONSTRUCTION CO. a sole Proprietorship concern, having its registered office at “**DIGANTA**” Apartment, 70/2, Hederhat, Post Office- Kalikapur, Police Station – Survey Park, Kolkata -700099 and Represented by its sole proprietor, **BIBHUTI BHUSAN DAS(PAN-AIDPD4689B) & (AADHAAR NO.- 3293 8835 4908)** son of Late Bhupendra Nath Das, by Nationality – Indian, by Faith – Hindu, by Occupation – Business, Residing at P-42, Block- A, Satabdi Park, Post Office- Mukundapur, Police Station- Panchasayar, Kolkata – 700 099 hereinafter referred to as the “**DEVELOPER/BUILDER**” (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its heirs, heiresses, executor, legal representatives, administrators and assigns) of the **SECOND PART**.

AND

1.-----(**PAN**-----), son/wife/daughter of -----
-----,2.----- by Nationality - Indian, by Faith - -----, by Occupation - -----, presently residing at -----, Post Office-----, Police Station----- Kolkata-----District-----, hereinafter referred to as the **PURCHASER** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his heirs, heiresses, executors, administrators, legal representatives and assigns) of the **THIRD PART**.

The Promoter and Allottee/Purchasers shall hereinafter collectively be referred to as the “**Parties**” and individually as a “**Party**”.

WHEREAS the Owners/ Vendors are the recorded owners of **ALL THAT** piece and parcel measuring about 10 (Ten) Cottachs together with one R.T.Structures measuring about 100 sq ft, more or less , comprised under Mouza- Nayabad, J.L.No.25, Touzi No. 56, R.S.No.3, R.S.Dag No. 144, R.S. Khatian No. 94, **Being Premises No. 2349, Nayabad , Kolkata- 700 099 , under Assesses No. 31-109-08-2349-1** under Police Station Panchasayer within the limit of the Kolkata Municipal Corporation ward no.109, District South 24 Parganas and paying taxes in their names to the Kolkata Municipal Corporation regularly (herein after be referred to as the **“SAID PREMISES”** , more fully described in the **FIRST SCHEDULE** hereunder.

AND WHEREAS By virtue of a Bengali Bikray Kobal dated 13th January, 1982 one Smt. Dipali Dey purchased **ALL THAT** piece and parcel of land measuring about 5 (five) cottachs comprised under Mouza Nayabad, J.L.No.25, Touzi No. 56, R.S.No.3, R.S.Dag No. 144, R.S.Khatian No. 94 from Sri Kadan Mondal and others against a valuable consideration mentioned therein and the said deed of conveyance was duly registered in the office of District Sub Registrar at Alipore and recorded in Book No.1, Volume No.15, pages from 238 to 245 Being No.0270 for the year 1982.

AND WHEREAS By virtue of a Bengal Bikray Kobala dated 13th January, 1982 one Smt. Shanti Sinha purchased **ALL THAT** piece and parcel of land measuring about 5 (Five) Cottachs comprised under Mouza Nayabad, J.L.No.25, Touzi No. 56, R.S.No.3, R.S.Dag No. 144, R.S.Khatian No. 94 from one Sri Kadan Mondal and others against a valuable consideration mentioned therein and the said Kobala was duly registered in the office of District Sub Registrar at Alipore and recorded in Book No.1, Volume No.15, pages from 210 to 219, Being No.0267 for the year 1982.

AND WHEREAS By virtue of a Bengali deed of Conveyance dated 15th January, 1982 one Smt Dipali Dey purchased **ALL THAT** piece and parcel of land measuring about 5 (Five) Cottachs comprised under Mouza Nayabad, J.L.No.25, Touzi No. 56, R.S.No.3, R.S.Dag No. 144, R.S.Khatian No. 94 from the said Smt. Shanti Sinha against a valuable consideration mentioned therein and the said deed of conveyance was duly registered in the office of District Sub Registrar

at Alipore and recorded in Book No.1, Volume No.22, pages from 17 to 22 , Being No.0345 for the year 1982.

AND WHEREAS By virtue of the aforesaid Bengali brikray kobalas the said Smt. Dipali Dey became the sole and absolute owner of **ALL THAT** piece and parcel of land measuring about 10 (Ten) Cottachs, more or less, comprised under Mouza Nayabad, J.L.No.25, Touzi No. 56, R.S.No.3, R.S.Dag No. 144, R.S.Khatian No. 94 under Police Station Tollygunge (Now Panchasayar) within the limit of the Kolkata Municipal Corporation ward no.109, District South 24 parganas.

AND WHEREAS The said Smt. Dipali Dey died intestate on 29th May,1984 leaving behind her husband Gopi Nath Dey , Two daughters namely Smt. Shibani Dey Guha and Smt. Swapna Dey Das as her legal heirs and successors.

AND WHEREAS The said Gopi Nath Dey died intestate on 3rd December, 2000 leaving behind his two daughters namely Smt. Shibani Dey Guha and Smt. Swapna Dey Das as his legal heirs and successors.

AND WHEREAS By application of Hindu Succession Act, 1956 as amended up to date the said Smt. Shibani Dey Guha and Smt. Swapna Dey Das jointly inherited the aforesaid **ALL THAT** piece and parcel of land measuring about 10 (Ten) Cottachs comprised under Mouza Nayabad, J.L.No.25, Touzi No. 56, R.S.No.3, R.S.Dag No. 144, R.S.Khatian No. 94 under Police Station Tollygunge (Now Panchasayer) within the limit of the Kolkata Municipal Corporation ward no.109, District South 24 Parganas.

AND WHEREAS While in peaceful possession and enjoyment of **ALL THAT** piece and parcel of the said land measuring about 10 (Ten) Cottachs, more or less comprised under Mouza - Nayabad, J.L.No.25, Touzi No. 56, R.S.No.3, R.S.Dag No. 144, R.S.Khatian No. 94 together with one R.T. structures measuring about 100 sq ft, more or less , being **PREMISES NO. 2349, Nayabad, Kolkata - 700 099** under Police Station Panchasayer within the limit of the Kolkata Municipal Corporation ward no.109, District South 24 Parganas the said Smt. Shibani Dey Guha and Smt. Swapna Dey Das mutated their respective names in the records of the concerned BL &

LRO vide Mutation case No.367/19 dated 20.09.2019 & vide Mutation case No.366/19 dated 20.09.2019 and are paying taxes regularly.(BL & LRO MUTATION)

AND WHEREAS while in peaceful possession and enjoyment , the ownersd have mutated their respective names in the record of the Kolkata Municipal Corporation and have obtained Assessee No.31-109-08-2349-1 and paying taxes regularly. (KMC MUTATION) .

AND WHEREAS While seized and possessed of the said land, the owners have converted their aforesaid lands from Shali to Bastu and have obtained conversion certificate issued by the Block land & land reforms Officer , Additional Thakurpukur , Metiabruz vide certificate memo no.17/1978/Con- certificate /BLLRO/S-24 Pgs/KOL/2020 dated 12.10.2020 and vide certificate memo no.17/1977/Con-certificate/BLLRO/S-24Pgs/KOL/2020, dated 12.10.2020 (CONVERSION).

AND WHEREAS The owners being desirous of developing the aforesaid premises being **Municipal Premises No. 2349, Nayabad, Kolkata- 700 099** by constructing one G+III Storied residential building with lift facilities on the aforesaid premises but due to paucity of funds and lack of expertise and expenses was looking for an experienced prospective Developer for construction of proposed residential building on the said premises and knowing the same , the developer, herein approached the owners for development of the said premises in accordance with the Building Plan to be sanctioned by the Kolkata Municipal Corporation and the owners have agreed to do so as per the terms and conditions mentioned therein.

AND WHEREAS To develop the said premises, the owners have entered into a Development Agreement dated 5th April, 2022 with **M/S. ANILA CONSTRUCTION CO.** a sole Proprietorship concern, having its registered office at "DIGANTA" Apartment, 70/2, Hederhat, Post Office- Kalikapur, Police Station - Survey Park, Kolkata -700099 represented by its sole proprietor, **BIBHUTI BHUSAN DAS(PAN-AIDPD4689B) & (AADHAAR NO.- 3293 8835 4908)**son of Late Bhupendra Nath Das, as Builder/Developer , herein to construct one straight Three Storied

Buildings on the said premises under certain terms and conditions mentioned therein and the said Development agreement was duly registered in the office of the District Sub Registrar-V at Alipur and recorded in Book No.1, C.D Volume No.1630-2022, Pages from 97756 to 97785, Being No. 163002194 for the year 2022.(DEVELOPMENT AGREEMENT) .

AND WHEREAS The owners herein have also executed one Development Power of Attorney dated 5th April, 2022 in favour of the said **M/S. ANILA CONSTRUCTION CO.** a sole Proprietorship concern, having its registered office at “DIGANTA” Apartment, 70/2, Hederhat, Post Office- Kalikapur, Police Station - Survey Park, Kolkata -700099 represented by its sole proprietor, **BIBHUTI BHUSAN DAS(PAN-AIDPD4689B) & (AADHAAR NO.- 3293 8835 4908)**,the Builder/ Developer herein delegating certain powers as mentioned in the said agreement and the said Development Power of Attorney was duly registered in the office of the District Sub Registrar-V at Alipur and recorded in Book No.-I, C.D Volume No.1630-2022, Pages from 98385 to 98403, Being No.-163002195 for the year 2022. (**DEVELOPMENT POWER OF ATTORNEY**).

AND WHEREAS The said developer have obtained building plan/permit duly sanctioned by the Kolkata Municipal Corporation vide sanctioned and /or approved **B. S. Plan No.-2022120175 dated 28.06.2022** issued by the Kolkata Municipal Corporation, Borough-XII, the developer/builder, herein has commenced / started the construction of a straight Three storied residential building containing several self contained flats, car parking spaces, etc. at its own costs, initiation and efforts in the Building named and known as “**LIVE LOTUS, Premises No.2349, Nayabad, Kolkata- 700 099.** (**SANCTIONED BUILDING PLAAN/PERMIT**).

REGISTRATION OF PROJECT-

The project “**LIVE LOTUS**” is registered with West Bengal Real Estate Regulatory Authority (WBRERA) under **Registration No.-----** **dated-----**.

AND WHEREAS The Promoter/ Developer have undertaken development of said project by constructing Multi Storied Building/s containing various Apartments, units, commercial spaces, Car parking spaces to be developed in **ALL THAT** piece and parcel measuring about 10 (Ten) Cottachs together with one R.T.Structures measuring about 100 sq ft, more or less , comprised under Mouza- Nayabad, J.L.No.25, Touzi No. 56, R.S.No.3, R.S.Dag No. 144, R.S. Khatian No. 94,

Being Premises No. 2349, Nayabad , Kolkata- 700 099 , under Assesses No. 31-109-08-2349-1 under Police Station Panchasayer within the limit of the Kolkata Municipal Corporation ward no.109, District South 24 Parganas in accordance to the sanctioned building plan no. **2022120547 dated 13.03.2023** . herein after be referred to as the '**SAID PREMISES**' ,more fully described in the **FIRST SCHEDULE** written hereunder.

AND WHEREAS the Owner/ Developer agreed to sell and the purchaser/s agreed to purchase **ALL THAT** a Self contained independent complete **Flat No. -----** measuring a super built up area about ----- Sq.ft. (be the same a little more or less) on the ----- Floor, ----- side, **TOGETHER WITH** One Open/Covered Car Parking Space measuring an area about ----- Sq.ft. (be the same a little more or less) Bearing No. ----- **ALSO TOGETHER WITH** undivided proportionate impartible and indivisible share of land underneath thereto under the project known and named as "**LIVE LOTUS**" "**being KMC Premises No.2349, Nayabad, Kolkata- 700 099 , Police station- Panchasayer (Previously Purba jadavpur) , District - South 24 Parganas** at or for a total consideration of Rs. ----- /- (Rupees -----) only, herein after referred to as the "**SAID UNIT**". (more fully and particularly described in the **SECOND SCHEDULE** written herein below and the said flat is more clearly shown and delineated in a map or plan bordered with **RED** annexed to this indenture.

THE PARTIES TO THIS INDENTURE BOTH HEREBY AGREE DECLARE AND COVENANT AS FOLLOWS: -

1. The purchasers have verified all papers and documents and have fully satisfied themselves with the title of the said property.
2. The purchaser have satisfied about the materials used, craftsmanship, measurement of the unit and also about the construction of flat as per specification of the building visually / technically and will not raise any objection and or dispute in future unless serious defects occurs.
3. The purchaser will abide by the rules and regulations of the Deeshari Iris for peaceful and betterment use of the flat for residential purposes only and will not be entitled to use and allow the said flat to be used for any illegal or immoral purposes or for any other purpose which may

cause annoyance or inconveniences to the other adjoining and neighboring flat owners and will not make any addition, alteration to the flat without written permission of the Owner/ Developer and also after getting the written approval

and or permission to be obtained from Kolkata Municipal Corporation at their own costs, initiation and effort. Similarly the flat owners shall not keep in parking place anything other than private Motor car /Motor cycle and shall not raise or put up any kutchha or pucca construction, grill wall/enclosure thereon or part thereof and shall keep it always open as before.

4. The Vendor/Developer company herein shall and will at the costs and request of the purchasers do all the acts, deeds things and matters for assuring the said unit more perfectly and effectively as and when the purchaser may be reasonably required the same.
5. The Vendor/Developer company herein shall handover the possession of the said unit simultaneously upon execution and/or registration of this instrument.
6. The purchaser/s shall observe and fulfil all the terms and conditions of the Deed of Conveyance .
7. The stamp duty and registration fees and other incidental charges and expenses shall be borne by the purchasers herein for registration of this indenture.
8. The purchaser/s shall observe, fulfil and perform all the covenants for the common purpose and shall pay and discharge all taxes and impositions in respect of the said unit wholly and the common expenses of the project proportionately and all other outgoings in connection of the said unit wholly and those in connection with the common portion of the said building proportionately.
9. The flat owner/s shall directly apply to the CESC for individual connection in his/her/ their names and shall pay meter processing charges and the security deposit directly to CESC.
10. The flat owners shall directly apply before the Kolkata Municipal Corporation for mutation of the unit in his/her / their names.

NOW THIS INDENTURE WITNESSETH that in pursuance of the said agreement and in consideration of Rs. -----/- (Rupees -----) only paid by the purchaser/s to the Vendor (the receipt whereof the Vendor / Developer company doth hereby and also by the memo of consideration written hereunder admit and acknowledge) and of the payment of the same the Vendor /Developer Company for ever release, discharge and acquit

the purchasers **ALL THAT** the said unit, more fully and particularly described in **SECOND SCHEDULE** hereunder and the said flat delineated in the Map or Plan annexed hereto bordered with **RED** color and the Vendor/ Developer Company doth hereby grant, sell, transfer, convey, assign and assure the said unit **TOGETHER WITH** undivided proportionate impartible and indivisible share of land underneath thereto in the said building and **ALSO TOGETHER WITH** right of enjoyment with proportionate share in the common areas, easement, facilities, assurances, hereditaments etc., as mentioned in the **THIRD SCHEDULE** hereunder and subject to proportionate share in the common liabilities as mentioned in the **FOURTH SCHEDULE** hereto and subject to all other terms and conditions as mentioned herein and in other schedule(s) unto and to the use of the purchasers **TO HAVE AND TO HOLD** the same absolutely free from all encumbrances attachment and charges lispendences, whatsoever and howsoever and all the right, title, interest, whatsoever of the purchaser into or upon the same or any part thereof **TOGETHER WITH** the benefit of full power and authorities to appear before the Kolkata Municipal Corporation for mutating the name of purchasers and to do or act any or all as may be necessary as fully and effectually as the purchasers could do in respect of the said unit hereby demised conveyed or any part portion thereof now are or at any time hereto form or situated, butted and bounded called known, numbered, described, distinguished **ALSO TOGETHERWITH** all sewers, drains, walls, yards, ways, paths, passages, water, water courses and all other rights, liabilities, privileges, easements, profits appendages and appurtenances whatsoever to the said unit or the said building and reversion or reversions remainder or remainders and the rent, issues and profit of and in connection with the said unit and all that estate, right, title, interest, property, claim and demand whatsoever of the company unto or upon the said unit and all other benefits and rights herein comprised and hereby granted, sold, conveyed, transferred, assign and assure or intended so to be and every part or parts thereof respectively **ALSO TOGETHER WITH** the right, liberties and appurtenances whatsoever in respect

of said unit to and the unit of the purchaser free from all encumbrances, trusts, liens and attachments whatsoever **AND ALSO TOGETHER WITH** easements or quasi- easements and other stipulations and provisions in connection with the beneficial use and enjoyment of the said unit and other unit by the respective co-owners and / or occupants of the said building **TO HAVE AND TO HOLD** the said unit and all other benefits and rights hereby granted, sold,

conveyed, transferred, assigned and assured and every part or parts thereof respectively absolutely and forever **SUBJECT TO** covenants and all subject to the purchasers regularly paying and discharging all taxes and impositions in respect of the said unit wholly and the common expenses of the project proportionately and all other outgoings in connection of the said unit wholly and those in connection with the common portion of the said building proportionately.

FIRST SCHEDULE

(Description of the Property)

ALL THAT piece and parcel of Bastu land measuring about 10 (Ten) Cottachs, more or less, Net areas measuring about 09 Cottachs 09 Chittacks 12 Sq ft) more or less , comprised under Mouza Nayabad, J.L.No.25, Touzi No. 56, R.S.No.3, R.S.Dag No. 144, R.S.Khatian No. 94 Being Municipal **Premises No. 2349, Nayabad, Kolkata- 700 099 ,Assessee No.31-109-08-2349-1,** under Police Station Panchasayer within the limit of the Kolkata Municipal Corporation ward No.109, District South 24 parganas, butted and bounded by-

ON THE NORTH : 12 feet wide KMC Road
ON THE SOUTH : land of R.S Dag No 144
ON THE EAST : land of R.S.Dag No.144
ON THE WEST : land of R.S.Dag No.144

SECOND SCHEDULE

(Description of the Said Unit)

ALL THAT self contained, independent, finished **FLAT No.** ----- on ----- Floor, ----- side measuring a super built up area of ----- Sq.ft. (be the same a little more or less), consisting of ----- Bed Rooms, ----- Living / Dining Room, ----- Kitchen, -----Toilets and ----- Balcony, at Block-1 **TOGETHER WITH** One Open /Covered Car Parking Space, measuring an area about ----- Sq.ft. (be the same a little more or less) Bearing No. -----, **ALSO TOGETHER WITH** undivided proportionate impartible and indivisible share of land underneath thereto under the Project known and named as "**LIVE LOTUS**", **KMC Premises No.2349, Nayabad, Kolkata 700 099 ,** Police station- Panchasayer(Previously Purba jadavpur) , District – South 24 Parganas.

THIRD SCHEDULE
(Common rights, facilities and amenities)

The right in common with the other co-owners and occupiers of the said building regarding common rights, facilities and amenities appurtenant thereto are as follows : -

1. Rider, beam and main supporting wall.
2. Lift, Lift Well and Lift Room.
3. Staircases, Passages, Landings, Lobbies, Compounds, ways, Paths and ingress and egress of the said building.
4. Roof and Staircase Room.
5. Pump Room, Electricity Meter Room, Pump, Septic Tank, Water Reservoir (overhead and underground).
6. Water Connections, Electricity Connections, Sewerage, Common Plumbing Installations, Common Electricity installations.
7. Roof Light, Passage Light, Stair Cases Light including Common Electrification of the said building.
8. The boundary wall and main gate of the said building.

FOURTH SCHEDULE
(Common Expenses)

1. All proportionate costs of maintenance for, operating, repairing, painting, reconstructing, decorating, redecorating and lightning of the common parts, paths, areas, intercom facilities, generator/power back-up etc. as stated hereinabove of "LIVE LOTUS" and also the boundary wall of the said building as well as said project.
2. All proportionate costs of maintaining passages, lobbies, staircases, compounds, common toilet, lift, lift well, lift room etc.
3. All proportionate cost and expenses for maintaining, repairing and replacing the passage light, roof light, staircase light, compound light, lift light, lift fan, and all common electrical fittings and installation of the said building as well as said project.

4. All proportionate costs and expenses for maintaining, repairing and replacing the common water connection, pipe, pipe line, water pump, with its fittings and fixture, rain water pipes and all other common fittings and installation for water connection of the said building as well as said project as stated herein.
5. The salaries of Jamaders, Caretakers, Plumbers, Electricians, Guards, Men employed for water treatment, sewerage treatment, intercom facilities and other service providers of "LIVE LOTUS" to be borne by the purchasers proportionately with other co-owners and occupiers of the same.
6. All other costs, expenses and charges which are necessary and essential to protect and safeguard the interest of the said building as well as "LIVE LOTUS" to be borne by the purchasers proportionately with others.
7. That If any charges for insuring the said building against earthquake, fire, flood, rioting, lightning etc. to be borne proportionately by the purchasers.
8. That from the date of taking official possession of the said unit by virtue of the possession certificate issued /given by the Vendor/developer the purchaser/s shall bear and pay the municipal taxes, water taxes, electricity charges proportionately, till separately assessed and installed in his /her/their names.
9. The flat owner will co-operate with other co-owners of the project for betterment, beneficial use and enjoyment of the said unit in the said project.
12. The Developer Company reserves the right to maintain the project till completion of the entire project and the project will be handed over to the Flat Owners Association on completion of the entire project.

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

SIGNED, SEALED AND DELIVERED by the OWNER/VENDOR

At Kolkata in the presence of: -

WITNESSES: -

1)

2)

OWNER/VENDOR

SIGNED, SEALED AND DELIVERED by the DEVELOPER

At Kolkata in the presence of: -

WITNESSES: -

1)

2)

DEVELOPER

SIGNED AND ACCEPTED by the PURCHASER

At Kolkata in the presence of: -

WITNESSES: -

1)

2)

PURCHASER

Drafted by: -

Computer print by :-

MEMO OF CONSIDERATION

RECEIVED of and from the within named purchaser the within mentioned sum of Rs.-----
 -----/- (Rupees -----) only being the full consideration
 amount by the above named vendor / developer as per memo here under written.

Date	Ch. No.	Bank & Branch	Amount
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(Rupees -----only)

WITNESSES :-

1)

2)

VENDOR / DEVELOPER