

DEED OF CONVEYANCE

THIS DEED OF CONVEYANCE made this day of January,
Two Thousand Twenty Four (2024)

BETWEEN

VEDANTA DEALING PRIVATE LIMITED (PAN AACCV5401D) a Company incorporated under the Companies Act, 1956 and having its office at 67/25, Strand Road, Post Office Beadon Street, Police Station Jorabagan, Kolkata – 700006, Represented by its Directors **(1) SRI RUCHIT SARAF (PAN ALUMPS7268N) (AADHAR 5105 5662 5623)** son of late Gopal Saraf By Faith a Hindu, by Occupation Business, resident of Natural Height, Block 7, Flat No. 3C, 137, V.I.P. Road, P.O Airport, P.S. Baguiati, Kolkata 700052, District North 24 Pargana **(2) SRI ANOOP KUMAR CHIRIPAL (PAN AEPPC7302A) (AADHAR 3855 9031 7303)** son of Late Mahendra Kumar Chiripal, by Nationality Indian, by Faith Hindu, by Occupation Business, residing at Brijdham Housing Complex, Building No. 16, Flat No. 1E, 198, Dakshindhari Road, P.O Sreebhumi, Police Station Lake Town, Kolkata- 700048, District North 24 Parganas hereinafter referred to as **“OWNER”** (which expression shall unless excluded by or repugnant to the context be deemed to include its successors-in-office, legal representatives, executors, administrators, and assigns) of the **FIRST PART**

AND

HANUMAN BUILDER & DEVELOPERS (PAN AAJFH1722P) a Partnership firm, having its principal place of business at 67/25, Strand Road, Post Office Beadon Street, Police Station Jorabagan, Kolkata – 700006, Represented by its Partners **(1) SRI RUCHIT SARAF (PAN ALUMPS7268N) (AADHAR 5105 5662 5623)** son of late Gopal Saraf By Faith a Hindu, by Occupation Business, resident of Natural Height, Block 7, Flat No. 3C, 137, V.I.P. Road, P.O Airport, P.S. Baguiati, Kolkata 700052, District North 24 Pargana **(2) SRI ANOOP KUMAR CHIRIPAL (PAN AEPPC7302A) (AADHAR 3855 9031 7303)** son of Late Mahendra Kumar Chiripal, by Nationality Indian, by Faith Hindu, by Occupation Business, residing at Brijdham Housing Complex, Building No. 16, Flat No. 1E, 198, Dakshindhari Road, P.O Sreebhumi, Police Station Lake Town, Kolkata- 700048, District North 24 Parganas hereinafter referred to as **“DEVELOPER/CONFIRMING PARTY”** (which expression shall unless excluded by or repugnant to the context be deemed to mean and include their heirs, executors, successors administrators, legal representative and assigns) of the **SECOND PART**

AND

(1) (**PAN**)
(AADHAAR) (**MOBILE**)
 son of, by Nationality Indian, by Faith Hindu,
 by Occupation Business, residing at, Post Office
, Police Station, Kolkata 7000...
 and (2) (**PAN**)
(AADHAAR) (**MOBILE**)
 son of, by Nationality Indian, by Faith Hindu,
 by Occupation Business, residing at, Post Office
, Police Station, Kolkata 7000...
 and hereinafter called and referred to as the **“PURCHASER/S”**
 (which term or expression shall unless excluded by or repugnant
 to the context be deemed to include his/her/their heirs, executors,
 administrators, legal representatives, nominees and assigns) of the
THIRD PART.

WHEREAS By **Deed of Conveyance dated 19.09.2007** made between the Sri Samarendra Nath Mallick, Sri Mahendra Nath Mallick, Sri Dinendra Nath Mallick, Sri Ahendra Nath Mallick Smt Chabi Mallick, Smt Indrani Mallick and Smt Chumki Pyne therein referred to as the Vendors of the One Part and **VEDANTA DEALING PRIVATE LIMITED** therein referred to as Purchaser of the other part and the said Vendors therein for the consideration therein mentioned granted, transferred, sold, conveyed, released and confirmed unto the said purchaser **ALL THAT** the piece or parcel of revenue free Bastu land measuring an area about **9 (Nine) Cottahs 13 (Eight) Chittacks 20 Sq. Ft.** Together with structure standing thereon at **Premises No 52/1, Maharshi Debendra Road, P.S. Jorabagan, Kolkata – 700006**, within the limits of Kolkata Municipal Corporation Ward No. 21, District Kolkata more particularly described in the SCHEDULE hereunder written and registered at the office of Additional Registrar of Assurance –II, Kolkata, in Book No. I, Volume No 1, Pages from 1 to 18, **Being No. 8415 for the year 2007.**

AND WHEREAS After the aforesaid purchased the said premises the said **VEDANTA DEALING PRIVATE LIMITED** as a owner mutated its name in the record of Kolkata Municipal Corporation Ward No. 021 being Assessee No. 110211600238, being **Premises**

No 52/1, Maharshi Debendra Road, P.S. Jorabagan, Kolkata – 700006.

AND WHEREAS thereafter the said owner **VEDANTA DEALING PRIVATE LIMITED** obtained Sanction Plan of Multi Storied building from Kolkata Municipal Corporation, Borough IV, being **Building Permit No. 2022040022 dated 16.09.2022.**

AND WHEREAS aforesaid owner absolute own, hold and peaceful possess, and seized and/or otherwise well and sufficiently entitled to **ALL THAT Residential Flat No., on the Floor**, measuring a super built up area about **(Covered area) Sq. Ft** consisting of, lying and situate at **Premises No 52/1, Maharshi Debendra Road, P.S. Jorabagan, Kolkata – 700006**, Morefully mentioned and described in the Second Schedule hereunder written and hereinafter referred to as the **“Said Flat/Unit”**.

AND WHEREAS the said the Vendor and Developer herein has agreed to sell absolutely to the purchaser/s and purchaser/s have agreed to purchase out of Developer’s allocation **ALL THAT Residential Flat No., on the Floor**, measuring a super built up area about **(Covered area) Sq. Ft** consisting of, lying and situate at **Premises No 52/1, Maharshi Debendra Road, P.S. Jorabagan, Kolkata – 700006**, TOGETHER WITH undivided proportionate variable indivisible impartible share in the land underneath the said building and TOGETHER WITH proportionate undivided share in the common parts facilities and amenities in the said building TOGETHER WITH the right of easement and appurtenances AND THE RIGHT to use common passage of the said premises, more fully described in the Second schedule hereunder written and intended to be hereby granted, conveyed and assured and the inheritance thereof whatsoever in fee simple in possession free from all encumbrances at or for the consideration of **Rs /- (Rupees Only)**

NOW THIS INDENTURE WITNESSETH as follows:-

1. That in pursuance of the said agreement and in consideration of the payment of the sum of **Rs** /- (**Rupees** **Only**) being the full consideration money for the said unit being **ALL THAT Residential Flat No., on the Floor**, measuring a super built up area about (**Covered area**) **Sq. Ft** consisting of, lying and situate at **Premises No 52/1, Maharshi Debendra Road, P.S. Jorabagan, Kolkata – 700006** Together with undivided proportionate variable indivisible impartible share in the land underneath the said building, more fully described in the Second schedule hereunder written, paid by the purchasers to the Developer on or before the execution of these present (the receipt whereof the Developer do hereby and also by the receipt hereunder written admit and acknowledge and of and from the payment of the same and every part thereof the vendor and Developer do hereby release and discharge the Purchaser/s and the said Flat/unit and undivided proportionate variable impartible indivisible share in the land directly underneath said unit in respect of the said unit hereby sold transferred conveyed assigned and assured, the Vendor and Developer doth hereby grant convey transfer assign and assure unto the Purchaser/s the said unit TOGETHER WITH undivided proportionate variable indivisible impartible share in the land underneath the said building and TOGETHER WITH proportionate undivided share in the common parts facilities and amenities in the said building TOGETHER WITH the right of easement and appurtenances AND THE RIGHT to use common passage of the said premises, and hereinafter for sake of brevity collectively deferred to as the said “land and unit” and more fully described in the Second Schedule hereunder written and but expressly excluding all other open space terrace gardens land drainage pathways but with the right of common user of all common paths passages staircases water pipe lines drains and sewers for access to the said unit and for more beneficial use there of and more fully described in the Third Schedule hereunder written without causing any disturbance and interference to the co-owners or occupiers of other unit of the said building subject to right of support (laterally and vertically) in respect of the said portion of the said building and also together with all benefits appendages rights lights claims and demands if any, whatsoever and all right title and interest of the vendor and developer into and upon the said land and unit held and used in connection therewith and all

rights title claims and interest of the vendor and developer into and upon the said land and unit hereby sold transferred conveyed assigned and assured or expressed so to be unto and to the use of the Purchaser/s absolutely and forever TO HAVE AND TO HOLD the same and the inheritance thereof free from all encumbrances whatsoever and the Purchaser enjoy the Common easement Common expenses as detailed in the FOURTH SCHEDULE hereunder written and/or described and the Purchaser shall bear fee Common expenses as described in FIFTH SCHEDULE hereunder writes.

2. THE VENDOR AND DEVELOPER DOOTH HEREBY COVENANT WITH THE PURCHASER/S AS FOLLOWS:-

- I. The interest which the vendor and developer doth hereby profess to transfer subsists and the Vendor has good right full power and absolute authority to grant sell convey transfer assign and assure unto the Purchaser/s the said land and unit in the manner aforesaid.
- II. That it shall be lawful for the Purchaser/s from time to time and at all times hereafter to enter into hold and enjoy the said unit and every part thereof and to receive the rents issues and profits thereof without interruption disturbance claim or demand whatsoever from the aforesaid Vendor or any person or persons claiming through under or in trust for the Vendor.
- III. That the Vendor has not at any time done or executed or knowingly suffered or been party or privy to any act deed or thing whereby the said land and unit hereby granted sold conveyed transferred assigned assured expressed or intended so to be or any part thereof be encumbered or affected in title or otherwise.
- IV. The Vendor doth hereby agree and undertake that at any time and at all times hereafter at the request and cost of the Purchaser/s execute or cause to be done and executed all such acts deeds and things as may be required for giving full effect to these presents.

3. **THE PURCHASER/S DOTH HEREBY COVENANT WITH THE VENDOR AND DEVELOPER AND EACH OF THEM DOTH HEREBY COVENANT WITH THE VENDORS AS FOLLOWS:-**

- I. The Purchaser/s and all other persons deriving title under this deed shall and will and at all times hereafter observe and perform the rules and regulations framed by the vendor and developer and will duly pay the proportionate share of charges for lift, generator and all others maintenance charges as may be required time to time by vendor and municipal rates and taxes payable to the K.M.C in connection with the said unit and proportionate share of all other taxes charges duties impositions and outgoings payable in respect of the said land and unit. The said municipal rates and taxes shall be proportionately paid by the purchaser/s to the vendor/developer or owners association, until the purchaser/s separately assessed by the K.M.C.

- II. The right of the purchaser/s shall remain restricted only in respect of the said unit and the Purchaser/s under no circumstances shall be entitled to claim any right title and interest of any nature whatsoever in respect of any other portions of the said premises and constructions in the said premises including roof terrace parapet boundary wall parking space and any other open/covered space in the said premises excepting common areas, facilities and easements appertaining to the said unit and more fully described in the Third and Fourth Schedule hereunder written and the said proportionate undivided impartible variable indivisible share in the land PROVIDER FURTHER that the condition of the sale and transfer of the said proportionate undivided impartible variable indivisible share in the land is that such share shall always be variable consequent upon further construction if any made by the vendor in the said premises and will also be indivisible and incapable of partition by metes and bounds or by any other means and manner **PROVIDED FURHER** that the Vendor and developer shall have the sole and exclusive right in respect of roof terrace parapet boundary wall and parking space of the said building and vendor and developer will be entitled to make additional construction on roof terrace parapet boundary wall and parking space and will be entitled to sell transfer convey and dispose off the same in any manner in future to any person

or persons or body corporate on such terms and conditions as the vendor and developer may think fit and proper and the purchaser/s hereby consent to such construction which may be made by the vendor and the Purchaser/s further agrees and undertakes neither to claim any right of any nature whatsoever in respect of such construction nor claim any damage in case the purchaser/s right in the proportionate land is decreased due to such construction made by the vendor.

- III. The Purchaser/s shall be entitled to all privileges and rights up including right of vertical and lateral support easements quasi easements appendages and appurtenances whatsoever belonging to or any wise appertaining to the said unit or otherwise intended to be held used or appertaining thereto.
- IV. The Purchaser/s its servants agents employees and invites shall have the right of access in common with the other owners of unit in the said premises at all times and for all reasonable domestic purpose connected with the use and enjoyment of the said unit and common parts and the right of way in common as aforesaid at all times and for all purpose connected with the reasonable use and enjoyment of the said unit.
- V. The Purchaser/s shall have the right of protection of the said unit by and form all parts of the said building and premises so far as may be necessary including right of support both vertical as well as lateral and the right of passage in common as aforesaid of electricity telephone water and soil form and to the said unit through pipes drains wires and conduits or being in under through or over the said building or any part thereof so far as may be reasonable necessary for the beneficial occupation and enjoyment of the said unit for all lawful purposes whatsoever and the right with of without workmen and necessary materials to enter from time to time upon the other parts of the said building for the purpose of repairing so far as may be necessary to repair the pipes drains wires and conduits (but without causing any damage to other portions) the repair of which can not be carried out without such entry and in all such cases upon giving twenty four hours previous notice of its intention to do so.

THE FIRST SCHEDULE ABOVE REFERRED TO :

(Premises No. 52/1, Maharshi Debendra Road)

ALL THAT that Proposed Five storied brick built dwelling house and premises together with the piece or parcel of land or ground thereto belonging and part whereof the same is proposed to be erected and built containing by estimation an area about **9 (Nine) Cottahs 13 (Eight) Chittacks 20 Sq. Ft.** be the same a little more or less lying and situate being **Premises No 52/1, Maharshi Debendra Road, P.S. Jorabagan, Kolkata – 700006**, within the limits of Kolkata Municipal Corporation Ward No. 21, being Assessee No. 110211600238, District Kolkata and butted and bounded as follows.

ON NORTH BY : By Common Passage leading to M.D. Road
ON SOUTH BY : By Partly by Karforma Lane and Partly by Premises No. 15, Karforma Lane
ON EAST BY : By Partly by Common Passage Partly by Premises No. 12A, Karforma Lane
ON WEST BY : By Partly by Premises No. 15, Karforma Lane and Partly by Premises No. 51, M.D.Road.

THE SECOND SCHEDULE ABOVE REFERRED TO:
(The Said Unit/Room)

ALL THAT Residential Flat No., on the Floor, measuring a super built up area about **(Covered area Sq. Ft** lying and situate at **Premises No 52/1, Maharshi Debendra Road, P.S. Jorabagan, Kolkata – 700006**, within the limits of Kolkata Municipal Corporation, Ward No. 21, TOGETHER WITH undivided proportionate variable indivisible impartible share in the land underneath the said building and TOGETHER WITH proportionate undivided share in the common parts facilities and

amenities in the said building TOGETHER WITH the right of easement and appurtenances AND THE RIGHT to use common passage of the said premises.

THE THIRD SCHEDULE ABOVE REFERRED TO
(Common Parts & Portions)

1. Lift(s)
2. Staircase and staircase landings on all the floors of the said building.
3. Common passage including the main entrance on the floor loading to the roof i.e. the top most floor is common to all the Unit Purchaser in the said building.
4. Water pump and water tank, underground reservoir, overhead tank, and water supply line.
5. Electric service line and electric main line wiring, electric for pump installed in the building and in the meter room.
6. Meter room,
7. Drainage and sewers.
8. Boundary Walls & Main Gate
9. Such common parts, areas, equipments, installations, fixtures, fittings and spares in or about the said buildings as are necessary for common use.

THE FOURTH SCHEDULE ABOVE REFERRED TO
(Easements)

1. The Purchaser shall be emitted to all rights privileges vertical and lateral easements, quasi-easements appendages and appurtenances whatsoever belonging to or in any way appertaining to- the said Unit together with usually held used occupied or enjoyed or reputed or known as part or parcel thereof or appertaining thereto.
2. The right of access, in common with the other occupiers of the said building at all time and for all normal /purposes connected with the use and enjoyment of the staircase and electrical.
3. The right of way in common as aforesaid at all times and for all purposes connected with the reasonable use and enjoyment of the said Unit without vehicles over and along the driveways and pathways comprised in the said building PROVIDED ALWAYS and it is hereby declared that nothing herein contained shall permit the Purchaser or any person deriving title under his or her servants agents and invitees, to obstruct in any way by vehicles deposit of materials rubbish or otherwise the free passage of other person or

persons including the Co-Owners entitled to such way as aforesaid along such driveway and pathways as aforesaid.

4. The right of protecting the' said Unit by or from all parts of the building so far as they now protect the same.

5. The right of passage in common as aforesaid electricity" water and soil from and to the said Unit through pipes drains wires and conduits lying or being in under through or over the said building and Premises so far as may be reasonable and necessary for the beneficial occupation of the said Unit for all purposes whatsoever.

6. The right with or without workmen and necessary materials for the Purchaser to enter from time- upon the other common parts of fee said building .and Premises for the purpose of repairing so far as may be necessary the pipes, drains, wires and conduits aforesaid and for the purpose of rebuilding, repairing, repainting or cleaning, any parts of the said Unit on so far as such repairing or cleaning as aforesaid. cannot, be reasonably carried put without such entry and in all such cases upon giving forty eight hours previous notice In writing of his intention so to enter to the Co-Owners and/or other persons 'properly.

THE FIFTH SCHEDULE ABOVE REFERRED TO
(Common expenses)

1. The expenses for maintaining, repairing, redecorating etc. Of the building and in particular tile roof, water, tanks, gutters mid rain water pipes of the building, water pipes and electric wires in, under or upon the building and enjoyed or used by the Purchaser in common with the other occupiers of other Said Unit s and the main, entrance, passages, landings, staircases and the boundary walls, of the building compounds, terraces.

2. The cost of clearing and lighting the passage, landings staircase and other parts of the building m enjoyed or used by the Purchaser as aforesaid.

3. The cost of working and maintenance of water connection, lights, lifts, pump, and other services.

4. The salaries and other expenses incurred for and payable to any persons employed for common purposes including security,

electrician, maintenance, plumber, administration of the building, accountant, clerks, gardener, sweeper,, liftman etc.

5. Municipal and other taxes.

IN WITNESS WEHREOF the parties hereto have expressed these presents on the day, month and year first above written.

SIGNED SEALED AND DELIVERED

by the **VENDOR/DEVELOPER** at
Kolkata in the presence of:

Witness

1.

SIGNATURE OF THE VENDOR
VEDANTA DEALING PVT LTD

2.

**SIGNATURE OF THE DEVELOPER
HANUMAN BUILDER & DEVELOPERS**

SIGNATURE OF THE PURCHASERS

**DRAFTED BY
ABHISEK JAIN, ADV
WB/1364/2003
HIGH COURT CALCUTTA
MOBILE 09339797757**

MEMO OF CONSIDERATION

RECEIVED on the day month and year first above written of and from the within named purchaser the within mentioned sum of **Rs**/- (**Rupees** **Only**) being the full amount of consideration money payable by Purchaser to us for this conveyance as per given below.

Sl. No.	Date	Cheque/ IMPS/NEFT	Drawn on Bank and Branch	Amount (Rs.)
1.				
2.				
3.				
4.				
5.				

6.

Total Rs. _____

(Rupees Only)

WITNESSES:-

1.

RECEIVED

SIGNATURE OF VENDORS

2.

SIGNATURE OF THE DEVELOPER