

## DEED OF CONVEYANCE

THIS DEED OF CONVEYANCE is made on this ..... day of .....  
Two Thousand Twenty .....

### AMONGST

MRS. MAITRAYEE BOSE (PAN AMGPB0844F, Aadhaar No. 6486 8026 5802, Mobile No. 9836014900), wife of Late Sanjoy Bose, by Nationality Indian, by Religion Hindu, by Occupation House-wife, previously residing at P-186, C.I.T. Road, Scheme-IVM, Post Office Beliaghata, Police Station Beliaghata, Kolkata-700 010, District South 24 Parganas, at present residing at Flat No. 2A, 2<sup>nd</sup> Floor, 94, Hem Chandra Naskar Road, Post Office Beliaghata, Police Station Beliaghata, Kolkata-700 010, District South 24 Parganas, represented by her Constituted Attorney namely SRI ARUNAGATA DAS (PAN-ADPPD3508E, Aadhaar No. 5215 5995 7755, Mobile No. 9830091872), son of Sri Dulal Chandra Das, by Religion Hindu, by Nationality Indian, by Occupation Business, having his place of business at No. 21B, Ballygunge Station Road, Post Office Ballygunge, Police Station Gariahat, Kolkata-700 019, District South 24 Parganas and residing at FE-423, Second Floor, Sector-III, Salt Lake City, Post Office I.B. Market Bidhannagar, Police Station South Bidhannagar, Kolkata-700 106, District North 24 Parganas who is duly authorized by virtue of the registered Power of Attorney dated 12<sup>th</sup> March, 2022 registered at the office of the Additional Registrar of Assurances-III, Kolkata and recorded in Book No. I, Volume No. 1903-2022, Pages from 181789 to 181815, Being No. 190301772 for the year 2022, who is authorized by virtue of the Power of Attorney dated 12<sup>th</sup> March, 2022, hereinafter referred to as the “OWNER” (which term or expression shall unless otherwise excluded by or repugnant to the subject or context be

deemed to mean and include her heirs, executors, administrators, legal representatives and assigns) of the **FIRST PART**

**AND**

(1) **MR./MRS. ....** (PAN – ..... Aadhar No. ...., Mobile No. ....), wife/son/daughter of ....., by Religion Hindu, by Nationality Indian, by Occupation ....., and (2) **MR./MRS. ....** (PAN – ..... Aadhar No. ...., Mobile No. ....), wife/son/daughter of ....., by Religion Hindu, by Nationality Indian, by Occupation ....., both residing at ....., Post Office ....., Police Station ....., Kolkata-700 ....., District ..... hereinafter collectively referred to as the **“PURCHASER”** (which term or expression shall unless otherwise excluded by or repugnant to the subject or context be deemed to mean and include his/her/their respective heirs, executors, administrators, legal representatives and assigns) of the **SECFOND PART**:

**AND**

**MESSRS OMKAR ENTERPRISE**, a sole proprietorship firm, represented by its sole Proprietor **SRI ARUNAGATA DAS**, PAN–ADPPD3508E, Aadhaar No. 5215 5995 7755, Mobile No. 9830091872, son of Sri Dulal Chandra Das, by Religion Hindu, by Occupation Business, having its place of business at No. 21B, Ballygunge Station Road, Post Office Ballygunge, Police Station Gariahat, Kolkata-700 019, District South 24 Parganas and residing at FE-423, Second Floor, Sector-III, Salt Lake City, Post Office I.B. Market, Bidhannagar, Police Station South Bidhannagar, Kolkata-700 106, District North 24 Parganas,

hereinafter referred to as the “**DEVELOPER/CONFIRMING PARTY**” (which term or expression shall unless otherwise excluded by or repugnant to the subject or context be deemed to mean and include the said sole Proprietorship firm, the sole Proprietor, his heirs, executors, administrators, legal representatives and assigns) of the **THIRD PART**

A. WHEREAS

In this Deed of Conveyance, words and expressions used shall unless they are contrary and/or repugnant to the context have the following meanings:

- A. **ASSOCIATION** shall mean any Association, Committee or Society that may be formed together with the Owner, Developer, all the existing purchasers of the flat or nominated by the Owner and the Developer for the common purposes having such Rules and Regulations and Restrictions as be deemed proper and necessary by the Owner and the intending purchasers but not inconsistent with the provisions and covenants herein contained.
- B. **BUILDING** shall mean ALL THAT ground plus four storied proposed residential building known as “SUBHANGI APARTMENTS” comprising of on the ground floor covered and open car parking spaces and other areas, on the first floor and above different sizes of flats, common areas and facilities and other areas etc. to be provided in the proposed building to be constructed on the said land described in the First Schedule hereunder written lying situate at P-186, C.I.T. Road, Scheme IVM, Post Office Beliaghata, Police Station Beliaghata, Kolkata-700 010, District South 24 Parganas by the Developer or with such modifications, additions, alterations, further constructions as may be decided by the Developer and

the Owner to be constructed on the said premises.

- C. **COMMON AREAS INSTALLATIONS AND FACILITIES** shall mean and include corridors, stair-ways, passage, ways, pump room, tube-well, over head water tank, water pump and motor, roof to be constructed on the proposed building, lifts and other facilities which are more particularly mentioned in the Fourth Schedule hereunder written.
- D. **COMMON EXPENSES** shall mean and include all expenses for the maintenance management and upkeep of the premises and in particular the common areas installations and facilities and for rendering of common services in common with the Co-Owner including those mentioned in the Sixth Schedule hereunder written.
- E. **CO-OWNER** according to the context shall mean all the persons who purchase or agree to purchase or own Flat and Car parking spaces or any portion in the said building.
- F. **COMMON PURPOSES** shall mean and include the purposes of managing maintaining and up-keeping the building to be constructed on the said premises (and in particular the common areas installations and facilities), rendering of common service in common expenses and dealing with the and disbursement of the common expenses and dealing with the matters of common interest of the Co-Owner and relating to their manual rights and obligations for the beneficial use and enjoyment of their respective units exclusively and the common areas installations and facilities in common.
- G. **COVERED AREA**: shall mean according to its context plinth area of the

Flat or all the Flats/Units in the said building including corridor, stair, lifts, lobby, bathroom and balcony and also thickness of the outer walls, internal walls, pillars, etc. provided that if any wall be common between two Units/Flats then ½ of the area under such wall and proportionate share of the service area, stair, lifts and lobby on the ground floor shall be included in such Flat.

- H. **DEVELOPER** shall mean **MESSRS OMKAR ENTERPRISE**, the Developer above named and also include the said sole proprietorship firm, the said sole proprietor, his heirs, executors, administrator and legal representatives.
- I. **DEVELOPER'S ALLOCATION** shall mean and include **ALL THAT** 50% (fifty per cent) of the built up area of the F.A.R. sanctioned by the Kolkata Municipal Corporation which includes entire First Floor, entire Third Floor and shall also include 50% (fifty per cent) of the cover as well as open car parking spaces and 50% (fifty per cent) share of additional construction of the total covered space of the building to be constructed by the Developer **TOGETHER WITH** impartible proportionate share in the land as mentioned in the First Schedule hereunder written **TOGETHER WITH** the right to use and enjoy all common areas and facilities and amenities of the said land and ground plus four storied proposed residential building.
- J. **FLAT/UNIY:** shall mean **ALL THAT** residential Flat No. .... comprising of ..... Bed rooms, one Kitchen, ..... Toilets, ..... ... .. Balcony, one Living cum Dining Room, admeasuring ..... square feet super built up area be the same a little more or less situate on the ..... Floor and one covered car parking space on the ground floor

for parking one medium size car of the proposed ground plus four storied residential building known as “SUBHANGI APARTMENTS” hereinafter referred to as the “said Flat and the said Car parking space” respectively hereinafter collectively referred to as the “said Unit” lying situate lying and situate at and being Plot No. P-186, C.I.T. Road, Scheme IVM, Post Office Beliaghata, Police Station Beliaghata, Kolkata-700 010, District South 24 Parganas more particularly described in the Second Schedule hereunder written being portion of the First Schedule hereunder written **TOGETHER WITH** impartible proportionate share in the land underneath the said flat **TOGETHER WITH** the right to use and enjoy common areas and facilities of the land and the proposed building to be constructed on the said premises described in the Fourth Schedule hereunder written.

- K. **OWNER** shall mean Mrs. Maitrayee Bose, her heirs, executors, administrators, legal representatives and assigns.
- L. **OWNERS’ ALLOCATIONS** shall mean and include ALL THAT 50% (fifty per cent) of the built up area of the F.A.R. sanctioned by the Kolkata Municipal Corporation which includes entire Second Floor, entire Fourth Floor and shall also include 50% (fifty per cent) of the cover as well as open car parking spaces and 50% (fifty per cent) share of additional construction of the total covered space of the building to be constructed by the Developer **TOGETHER WITH** impartible proportionate share in the land as mentioned in the First Schedule hereunder written **TOGETHER WITH** the right to use and enjoy all common areas and facilities and amenities of the said land and the said ground plus four storied proposed residential building.
- M. **LAND** shall mean **ALL THAT** the piece or parcel of Revenue free land

containing an area of 5 Cottahs 8 Chittaks 30 square feet be the same a little more or less lying and situate and being plot No. 186 of the surplus land in Calcutta Improvement Scheme IVM formed out of old premises No. 136, Raja Rajendra Lal Mitra Road and comprising in the Holding No. 71 in Sub-Division 9, Tin No. Dihi Panchannagram, Post Office Beliaghata, Police Station Beliaghata, Kolkata-700 010, now numbered as P-186, Scheme IV-M, C.I.T. Road, Post Office Beliaghata, Police Station Beliaghata, Kolkata-700 010, District South 24 Parganas more fully described in the First Schedule hereunder written.

- N. **PREMISES** shall mean and include **ALL THAT** one storied building constructed in a portion of the land together with piece or parcel of Revenue free land containing an area of 5 Cottahs 8 Chittaks 30 square feet be the same a little more or less lying situate at and being premises No. P-186, C.I.T. Road, Scheme IVM, Post Office Beliaghata, Police Station Beliaghata, Kolkata-700 010, District South 24 Parganas described in the First Schedule hereunder written.
- O. **PROPERTY** shall mean all that ground plus four storied residential building known as “SUBHANGI APARTMENTS” comprising of on the ground floor covered car parking spaces, servant room with bathroom, Durwan’s room/security guard’s room, common bathrooms and other areas and first floor and above comprising of different sizes of flats on each floor, common areas, facilities and amenities in the said building and the said land together with piece or parcel of Revenue free land containing an area of 5 Cottahs 8 Chittaks 30 square feet be the same a little more or less lying situate at and being premises No. P-186, C.I.T. Road, Scheme IVM, Post Office Beliaghata, Police Station Beliaghata, Kolkata-700 010, District South 24 Parganas described in the First Schedule hereunder

written.

- P. **PLAN** shall mean such plan sanctioned by the Kolkata Municipal Corporation vide Sanction Plan No. 2022030026 dated 13/06/2022 for construction of ground plus four storied residential building to be constructed on the said land comprising of on the ground floor open and covered car parking spaces, areas, common areas and on the first floor and above residential Flats of different sizes, other spaces, areas and other common areas and facilities to be provided in the land and the proposed ground plus four storied residential building as mentioned in the Fourth Schedule hereunder written which will also include the plan prepared by the Architect/Engineer appointed on behalf of the Developer with the consent of the Owner for the construction of the building and to be sanctioned by the Kolkata Municipal Corporation and/or any other Competent Authority or Authorities as the case may be and also such modifications, alterations, additions as may be suggested by the Owner and the Developer.
- Q. **PURCHASER** shall mean the Purchaser above named which includes her heirs, executors, administrators, legal representatives and assigns.
- R. **PROPORTIONATE OR PROPORTIONATELY** according to the context shall mean the proportion in which the super built-up area of the Units/portions in the building. **PROVIDED THAT** where it refers to the share of any rates and/or taxes amongst the Common expenses, then such share of the whole shall be determined on the basis of such rates and/or taxes are being respectively levied (i.e. in case the basis of any levy be area rental income of user of the respective units by the Co-Owner respectively).



- S. **PARKING SPACE** shall mean the spaces meant or earmarked within the said premises of the proposed ground plus four storied residential building to be constructed on the said land as also at the ground level in the open and abutting the said proposed building for parking medium size cars as well as covered car parking spaces.
- T. **RULES AND RESTRICTIONS** shall mean the Rules and Restrictions binding and to be observed and performed by the Owner, Purchasers, Co-Owner of the units, car parking spaces and other areas in the proposed building to be constructed on the said land more particularly described in the Seventh Schedule hereunder written.
- U. **SUPER BUILT UP AREA** according to the context shall mean (i) the plinth area of the said Unit (which includes, inter alia, the area of the covered balconies and servants quarters, if any attached thereto and also the thickness of the extra name and internal walls thereof and pillars and Columns therein **PROVIDED THAT** if any wall pillar or column be common between two units then one-half of the area under such wall or pillar shall be included in each such Unit) (ii) such proportionate share of the area of the common areas.
- V. **TITLE DEED** shall mean all original Title deeds documents and all papers of title of the said premises, which shall remain with the custody of the Developer and shall be produced by the Developer as and when required by the Owner, intending Purchaser for inspection or taking copies by the intending Purchasers, Owner, her representatives and their intending purchasers and shall allow to make copies of the same to the parties at their costs.

- W. **TRANSFER WITH** is grammatical variations shall includes transfer by possession and by any other means adopted for effecting that is understood as a transfer of space of the proposed building to the Purchaser thereof although the same may not amount to be a transfer in law.
- X. **TRANSFEE** shall mean a person, firm, limited company, Association of persons to whom car parking spaces, flat/garage or other spaces in the building has been transferred.
- Y. **MASCULINE** gender shall include the feminine and neuter genders and **FEMININE** gender shall include the masculine and neuter genders and vice-versa and **NEUTER** gender shall include the masculine and feminine genders;
- Z. **SINGULAR** number shall include the plural number and vice-versa.
- AA. **AND WHEREAS**

**RECITAL:**

1. By a registered deed of conveyance dated 19<sup>th</sup> August, 1958 made between the Trustees of the Improvement of Calcutta described therein as The Board of the One Part and Sailendra Nath Bose described therein as the Purchaser of the Other Part, the Board for the consideration therein mentioned sold conveyed and transferred assigned assured unto and in favour of the said Sailendra Nath Bose **ALL THAT** the piece or parcel of Revenue free land containing an area of 5 Cottahs 8 Chittaks 30 square feet be the same a little more or less lying and situate and being plot No. 186 of the surplus land in

Calcutta Improvement Scheme IVM formed out of old premises No. 136, Raja Rajendra Lal Mitra Road and comprising in the Holding No. 71 in Sub-Division 9, Tin No. Dihi Panchannagram, Post Office Beliaghata, Police Station Beliaghata, Kolkata-700 010, now numbered as P-186, Scheme IV-M, C.I.T. Road, Post Office Beliaghata, Police Station Beliaghata, Kolkata-700 010, District South 24 Parganas more fully described in the Schedule there under written and also particularly described in the First Schedule hereunder written hereinafter referred to as 'the said land' which was registered with the office of the Sub-Registrar, Sealdah and recorded in Book No. I, Volume No.47, Pages 151 to 153, Being No. 2169 for the year 1958.

2. For the purpose of securing the part payment of the said consideration money amounting to Rs.10,529/- (Rupees Ten Thousand Five Hundred Twenty Nine only) payable to the Trustees for the Improvement of Calcutta as aforesaid the said Sailendra Nath Bose by an Indenture dated 19<sup>th</sup> August, 1958 of security made between Sailendra Nath Bose described therein as the Owner and Trustees for the Improvement of Calcutta described therein as the Board which was registered with the office of the Sub-Registrar, Sealdah and recorded in Book No. I, Volume No. 41, Pages from 280 to 285, Being No. 2170 for the year 1958 charged and secured the said land unto and in favour of the said Trustees for the Improvement of Calcutta as and by way of security.
3. Upon payment of the said Rs.10,529/- (Rupees Ten Thousand Five Hundred Twenty Nine only) with interest by an Indenture of Release dated 16<sup>th</sup> July, 1968 made between Trustees for the Improvement of Calcutta described therein as the Board of the one part of the Sailendra Nath Bose, described therein as a Release of the other part which was registered with the office of Sub-Registrar, Sealdah and recorded in Book No. I, Volume No. 31, Pages

from 275 to 277, Being No. 1457 for the year 1968, the said Trustees for the Improvement of Calcutta released the said land absolutely unto and in favour of said Sailendra Nath Bose and revoked the Indenture of Security made on the 19<sup>th</sup> August, 1958.

4. In the premises the said Sailendra Nath Bose was absolutely seized and possessed and sufficiently entitle to the said land free from all encumbrances, liens, lispences, charges acquisition requisition, mortgage whatsoever and howsoever as an absolute owner thereof and after purchase of the said land of aforesaid submitted a building plan for construction of a building on the said land and the Corporation of Calcutta vide building plan sanction No. 37 dated 24<sup>th</sup> June, 1967 sanctioned the said building for construction of the building on the said land.
5. The said Sailendra Nath Bose after obtaining the plan sanctioned for construction of the building on or about 1969 out of his own source of income constructed one storied building in a portion of the said land lying situate at and being premises No. P-186, C.I.T. Road, Scheme IVM, Post Office Beliaghata, Police Station Beliaghata, Kolkata-700 010, District South 24 Parganas and got his name mutated in the records of Calcutta Corporation now known as Kolkata Municipal Corporation and paid taxes regularly until the time hereinafter mentioned.
6. In the premises the said Sailendra Nath Bose was absolutely seized and possessed of as an absolute owner of **ALL THAT** one storied building constructed in a portion of the said land together with piece or parcel of Revenue free land containing an area of 5 Cottahs 8 Chittakcs 30 square feet be the same a little more or less lying and situate at and being Plot No. P-186, C.I.T. Road, Scheme IVM, Post Office Beliaghata, Police Station

Beliaghata, Kolkata-700 010, District South 24 Parganas more particularly described in the First Schedule hereunder written hereinafter referred to as the “said premises”.

7. The said Sailendra Nath Bose prior to his death executed his last Will and Testament on 20<sup>th</sup> October, 1977 whereby and whereunder he appointed Asok Hari Sarkar as the sole executor to his said last Will and Testament and bequeath the said premises to his son Sanjoy Bose subject to life interest of his wife Smt. Shewli Bose.
8. The said Sailendra Nath Bose who was governed during his lifetime and at the time of his death under the Dayabhaga School of Hindu Law died testate on 19<sup>th</sup> December, 1980 leaving behind him and surviving his wife namely Smt. Shewli Bose, his one married son namely Sri Sanjoy Bose and one married daughter namely Nandini Mitra as his only heirs, heiresses and legal representatives under the Hindu Succession Act, 1956.
9. The Asok Hari Sarkar, the sole executor named in the said last Will and Testament dated 28<sup>th</sup> October, 1977 of the said Sailendra Nath Bose filed an application in the Hon’ble High Court at Calcutta under its Testamentary and Intestate Jurisdiction for grant of probate of the said last Will and Testament of the said Sailendra Nath Bose dated 28<sup>th</sup> October, 1977 which is marked as No.209 of 1981 and the Hon’ble High Court at Calcutta on 14<sup>th</sup> December, 1981 granted Probate of the said last Will and Testament of the said Sailendra Nath Bose.
10. The widow of Sailendra Nath Bose namely Smt. Shewli Bose who was governed by the Dayabhaga School of Hindu Law during his life time and at the time of his death died intestate on 24<sup>th</sup> September, 2003 living behind her

and surviving her married son namely Sanjoy Bose and her married daughter namely Nandini Mitra as her only heirs, heiresses and legal representatives under the Hindu Succession Act, 1956.

11. The said Sanjoy Bose son of Sailendra Nath Bose who was governed by Dayabhaga School of Hindu Law during his lifetime and at the time of his death died intestate on 24<sup>th</sup> December, 2015 without any issue leaving behind him and surviving his wife Smt. Maitrayee Bose as his only heiress and legal representative under the Hindu Succession Act, 1956.
12. In the premises, by virtue of law of inheritance the said Maitrayee Bose wife of Late Sanjoy Bose inherited entire estate including the said premises which belonged to the said Sanjoy Bose.
13. After the death of the said Sanjoy Bose as aforesaid, the said Smt. Maitrayee Bose wife of Late Sanjoy Bose became absolute owner of the said premises and got her name mutated in the records of the Kolkata Municipal Corporation as owner of the said premises and paying the taxes regularly and is in khas possession of the said premises and enjoying the same without any obstructions interference whatsoever and howsoever.
14. The said Smt. Maitrayee Bose, the Owner has decided to develop the said premises and was in search of a Developer and having come to know the desire of the Owner, the Developer who is a well known Developer approached the Owner to develop the said premises which the Owner agreed.
15. In the premises, a Development Agreement dated 20<sup>th</sup> January, 2022 was executed between the Owner and the Developer for development of the said premises for the consideration and on the terms and conditions more

particularly mentioned in the said Development Agreement which was registered with the office of the Additional Registrar of Assurances-III, Kolkata and recorded in Book No. I, Volume No. 1903-2022, Pages from 139949 to 146660, Being No. 190300762 for the year 2022, hereinafter referred to as the “said Development Agreement”.

16. In order to fulfill the object of the Development Agreement and in terms of the said Development Agreement, the Owner executed a registered Power of Attorney dated 12<sup>th</sup> March, 2022 in favour of Mr. Arunagata Das, inter alia, authorizing the Developer to develop the said premises and to take all necessary steps and to sell Developer’s allocation in terms of the said Development Agreement and for other purposes which is more particularly mentioned in the Development Agreement which was registered with the office of the Additional Registrar of Assurances-III, Kolkata and recorded in Book No. I, Volume No. 1903-2022, Pages from 181789 to 181815, Being No. 190301772 for the year 2022, hereinafter referred to as the “said Power of Attorney”.
17. The Developer on behalf of the Owner applied to the Kolkata Municipal Corporation for construction of ground plus four storied residential building comprising of on the ground floor open and covered car parking spaces, caretaker’s room, other areas and first floor and above residential flats of different sizes and common areas and facilities to be provided in the proposed building and the said land and the Kolkata Municipal Corporation vide Sanction No. 2022030026 dated 13.06.2022 sanctioned the said building plan.
18. The Developer after obtaining the plan sanctioned by the Kolkata Municipal Corporation demolished the existing building standing on the said land and

commenced construction of ground plus four storied residential building comprising of on the ground floor open and covered car parking spaces, caretaker's room, other areas and first floor and above residential flats of different sizes and common areas and facilities to be provided in the proposed residential building and in the said land in accordance with the plan sanctioned by the Kolkata Municipal Corporation as aforesaid.

19. In course of construction the Purchaser approached the Developer for purchase of one residential flat and one covered car parking space out of the Developer's allocation which the Developer agreed and in the premises an agreement for sale dated ....., 2023 made between the Owners of the said premises namely Mrs. Maitrayee Bose, represented by her Constituted Attorney Sri Arunagata Das, described therein as the Owner of the Party of the First Part and Mr. .... and Mrs. ...., described therein collectively as the Purchaser of the Party of the Second Part and Omkar Enterprise, described therein as the Developer/Confirming Party of the Party of the Third Part, the Developer agreed to sell out of the Developer's allocation **ALL THAT** residential Flat No. .... comprising of ..... Bed rooms, one Kitchen, ..... Toilets, ..... Balcony, one Living cum Dining Room, admeasuring ..... square feet super built up area be the same a little more or less situate on the ..... Floor and one covered/open car parking space on the ground floor for parking one medium size car of the proposed ground plus four storied residential building known as "SUBHANGI APARTMENTS" hereinafter referred to as the "said Flat and the said Car parking space" respectively and hereinafter collectively referred to as the "said Unit" lying situate lying and situate at and being Plot No. P-186, C.I.T. Road, Scheme IVM, Post Office Beliaghata, Police Station Beliaghata, Kolkata-700 010, District South 24 Parganas more particularly described in the more



particularly described in the Second Schedule hereunder written in vacant condition **TOGETHER WITH** impartible proportionate share in the land together with the right to use common areas and facilities to be provided in the ground plus four storied residential building and the said land lying situate at Plot No. P-186, C.I.T. Road, Scheme IVM, Post Office Beliaghata, Police Station Beliaghata, Kolkata-700 010, District South 24 Parganas free from all encumbrances whatsoever and howsoever and in vacant condition at and for a total consideration of Rs. .... (Rupees .....  
.....) only on the terms and conditions mentioned in the said agreement for sale.

20. The Developer completed construction of the ground plus four storied residential building now known as “SUBHANGI APARTMENTS” on the said land comprising of on the ground floor covered car parking spaces, servant room with bathroom, Durwan’s room/security guard’s room, common bathrooms and other areas and first floor and above comprising of different sizes of flats on each floor, common areas, facilities and amenities in the said building and the said land lying situate at and being Plot No. P-186, C.I.T. Road, Scheme IVM, Post Office Beliaghata, Police Station Beliaghata, Kolkata-700 010, District South 24 Parganas more particularly described in the First Schedule hereunder written hereinafter referred to as the “said Property”.

21. The Developer by a letter dated ..... to the Kolkata Municipal Corporation requesting them to issue completion certificate of the building constructed on the said land and the Kolkata Municipal Corporation issued completion certificate vide Completion Case No. .... dated .....

22. On or about ..... the Developer handed over peaceful and vacant possession of the Owner's Allocation to the Owner mentioned in the Development Agreement in terms of the Development Agreement dated 20<sup>th</sup> January, 2022.
23. The Developer from time to time entered into agreements for sale with the intending Purchasers for sale of the flats and car parking spaces out of the Developer's Allocation and duly handed over peaceful and vacant possession of the flats and the car parking spaces to the intending Purchasers of the Developer.
24. The Owner, Developer and intending Purchasers of the Developer formed an unregistered Association on .....in the name of and known as "Subhangi Apartments Owners Association" and the said Association is looking after management, maintenance upkeep of the said building known as "SUBHANGI APARTMENTS" and the Owner and the intending Purchasers of the Developer are regularly paying outgoings, maintenance charges in respect of their respective flats and car parking spaces to the Association.
25. At or before the execution of these presents the Purchaser has fully satisfied herself as to the :
  - i) Title of the Owner as well as the Developer.
  - ii) The power and authority of the Developer.
  - iii) The plan sanctioned by the Kolkata Municipal Corporation.

- iv) The total super built up area of the said Flat and the said car parking space.
- v) Common areas and facilities, Rules, Regulations, restrictions of the said building.
- vi) Allocation of the Owner.
- vii) Allocation of the Developer.
- viii) Construction made on the said land/premises and the materials used for construction of the building on the said premises/said land as well as the said Flat and the said car parking space.
- ix) Inspected all original title deeds, documents relating to the said premises/said property/said Flat and car parking space and made necessary searches.
- x) Has caused all necessary searches and has satisfied with title of the said land, said premises, said property, said Flat, the said car parking space and also satisfied with the Owner's Allocation, Developer's Allocation, constructions, area of the said Flat and the said car parking space, common areas and facilities, common expenses, Rules, Regulations and Restrictions, the Purchaser has agreed to purchase the said Flat and the said car parking space and hereby undertake that the Purchaser shall not raise any objection, demand, claim against the Owner or the Developer on any ground whatsoever.

26. At the request of the Purchaser, the Owner and Developer have agreed to execute and register Deed of Conveyance in favour of the Purchaser the said Flat and the said car parking space in the manner stated hereunder.

**NOW THIS INDENTURE WITNESSETH** as follows:

I. **THAT** in pursuance of the said registered Development Agreement dated 20<sup>th</sup> January, 2022 read with the agreement for sale dated ..... 2023 **AND** in consideration of a sum of Rs. .... (Rupees .....  
.....) only of the lawful money of the Union of India well and truly paid by the Purchaser to the Developer at or before the execution hereof (the receipt whereof the Developer doth hereby and also by the separate receipt hereunder written admit and acknowledge to have been received and of and from the payment of the same and every part thereof the Developer and the Owner jointly as well as severally doth hereby acquit release, exonerate and discharge the Purchaser and also the Flat and the said car parking space and the properties appurtenant thereto hereby intended to be sold and transferred), the Owner with the consent of the Developer do hereby jointly as well as severally sell, transfer, convey, assure and assign unto and to the Purchaser out of the Developer's Allocation **ALL THAT** residential Flat No. .... comprising of ..... Bed rooms, one Kitchen, ..... Toilets, ..... Balcony, one Living cum Dining Room, admeasuring ..... square feet super built up area be the same a little more or less situate on the ..... Floor and one covered/open car parking space on the ground floor for parking one medium size car of the ground plus four storied residential building known as "SUBHANGI APARTMENTS" lying situate at and being Plot No. P-186, C.I.T. Road, Scheme IVM, Post Office Beliaghata, Police Station Beliaghata, Kolkata-700 010, District South 24 Parganas more particularly

described in the Second Schedule hereunder written and demarcated in a map or plan annexed hereto and bordered “RED” in colour hereinafter referred to as the “said Flat and the said car parking space” respectively and hereinafter collectively referred to as the “said Unit” **TOGETHER WITH** the undivided impartible proportionate share in the land underneath the building being comprised in and forming part of the said land and attributable to the said Flat mentioned in the First Schedule hereunder written **TOGETHER WITH** the right to use and enjoy common areas and facilities and/or amenities in common with the Owner, the Co-Purchasers and other lawful occupants comprised in the said Building known as “SUBHANGI APARTMENTS” and/or the said premises more fully and particularly mentioned and described in the **THIRD SCHEDULE** hereunder written (the said Flat, the said car parking space and the said undivided share/shares are hereinafter collectively referred to as the said **UNIT AND THE PROPERTIES APPURTENANT THERETO)** **TO HAVE AND TO HOLD** the said Unit and the properties appurtenance thereto free from all encumbrances, charges, liens, whatsoever and howsoever absolutely and forever **SUBJECT TO** the Purchaser making payment of proportionate share of maintenance services charges and other charges and outgoings payable in respect of the said Unit and the properties appurtenant thereto more fully and particularly mentioned in the **FOURTH SCHEDULE** hereunder written to the Developer or to the Association **SUBJECT TO** the Rules, Regulations, Restrictions regarding the user of the said **UNIT** more fully and particularly mentioned in the **FIFTH SCHEDULE** hereunder written and subject to the covenants, conditions mentioned hereunder **AND** the Developer in pursuance of the said registered Development Agreement read with the Agreement for Sale dated ....., 2023 and in consideration paid by the Purchaser to the Developer as aforesaid, the Developer doth hereby relinquish all its right, title and interest of the said

Flat and the said car parking space including all benefits mentioned in this deed of conveyance in favour of the Purchaser absolutely and forever subject to the covenants, conditions mentioned in this deed of conveyance.

II. **AND THE OWNER AND THE DEVELOPER DO HEREBY COVENANT WITH THE PURCHASER** as follows:-

- (a) **THAT** notwithstanding any act, deed, matter or thing whatsoever by the Owner and the Developer done or executed or knowingly suffered to the contrary the Owner are now lawfully rightfully and absolutely seized and possessed of and/or otherwise well and sufficiently entitled to the said properties appurtenant thereto hereby granted, sold, conveyed, transferred, assigned or intended so to be and every part thereof for a perfect and indefeasible estate or inheritance without any manner or conditions use, trust, encumbrances or make void the same.
- (b) **THAT** notwithstanding any act, deed or thing whatsoever done as aforesaid the Owner and the Developer now have good right, full power and absolute authority to grant, convey, transfer, sell and assign all and singular the said Flat and the said car parking space and the properties appurtenant thereto hereby sold, conveyed, transferred or expressed so to be unto and to the use of the Purchaser in the manner as aforesaid.
- (c) **THAT** the said Flat, the said car parking space and the properties appurtenant thereto hereby sold, granted and conveyed or expressed or intended so to be is now free from all encumbrances, charges, mortgages, liens, trust and/or lispens made or suffered by the Owner and/or the Developer or any person or persons having or lawfully or equitably

claiming any estate or interest therein through under or in trust for the Owner and the Developer.

- (d) **THAT** the Purchaser shall and may at all times hereafter peaceably and quietly hold possess and enjoy the said Flat and the said car parking space and the properties appurtenant thereto and receive all the rents, issues and profits thereof without any lawful eviction, interruption, claims or demands whatsoever by the Owner and the Developer or any person or persons having or lawfully or equitably claiming under them as aforesaid.
  
- (e) **THAT** the Purchaser shall be freed cleared and absolutely discharged saved harmless and kept indemnified against all estates charges, encumbrances and demands whatsoever created occasioned or made by the Owner or the Developer or any person or persons lawfully or equitably claiming as aforesaid.
  
- (f) **THAT** the Owner and the Developer and all persons having or lawfully or equitably claiming any estate or interest in the said Flat, said car parking space and the properties appurtenant thereto or any part thereof through under or in trust for the Owner and the Developer shall and will from time to time and at all times hereafter at the request and cost of the Purchaser make, do and execute or cause to be made, done and executed all such further and lawful acts deeds or things whatsoever for further better or more perfectly assuring the said Flat and the said car parking space and the properties appurtenant thereto and every part thereof unto and to the use of the Purchaser in the manner as aforesaid as shall or may be reasonably required.

- (g) **THAT** the Owner and the Developer have not at any time done or executed or knowingly suffered or been party to any act deed or thing whereby and where under the said Flat, said car parking space and the properties appurtenant thereto hereby granted transferred and conveyed or expressed so to be or any part thereof can or may be impeached encumbered or affected in title or otherwise.
  
- (h) **THAT** the Developer do hereby further covenant with the Purchaser that unless prevented by fire or some other irresistible force the Developer unless the original title deeds and also other documents mentioned in the recital hereinabove is delivered to the Association, the Developer shall from time to time and at all times hereafter upon every reasonable request and at the costs of the Purchaser to produce or cause to be produced to the Purchaser or to his/her/their attorney or agents at or before any trial examination or commission for inspection or otherwise as occasion shall require the title deeds and all documents relating to title of the said property in connection with the said Flat and the properties appurtenant thereto and also shall at the like request and costs of the Purchaser deliver to the Purchaser such attested or other true copies or extracts there from as the Purchaser may require and will in the meantime unless prevented as aforesaid keep the same un-obliterated and un-cancelled.
  
- (i) The Developer shall hand over all documents relating to the title of the said property, original sanctioned plan, original completion certificate and all other documents under their custody relating to the said premises and/or property to the Association immediately upon formation of the Association.
  
- (j) The Developer, so long handed over original sanctioned plan, original completion certificate and all other documents under their custody relating



to the said premises and/or property not handed over to the Association, the Developer from time to time and at all times hereafter upon every reasonable request and at the costs of the Owner, to produce or cause to be produced to the Owner, or to her attorneys or agents at or before any trial examination or commission for inspection or otherwise as occasion shall require aforesaid documents in connection with the Co-owner's allocation and the properties appurtenant thereto and also shall at the like request and costs of the Owner deliver to the Owner such attested or other true copies or extracts there from as the Owner may require and will in the meantime unless prevented as aforesaid keep the same un-obliterated and un-cancelled.

III. **AND THE PURCHASER SHALL TO THE END AND INTENT THAT THE OBLIGATIONS AND COVENANTS HEREINAFTER CONTAINED SHALL AT ALL TIMES HEREAFTER RUN WITH THE OWNERSHIP AND POSSESSION OF THE SAID FLAT AND THE SAID CAR PARKING SPACE AND THE PROPERTIES APPURTENANT THERETO HEREBY CONVEYED HEREBY COVENANT WITH THE OWNER AND THE DEVELOPER** as follows:

- (a) The Purchaser shall abide by the Rules, Regulations and Restrictions mentioned in the Fifth Schedule hereunder written. **PROVIDED HOWEVER**, the Association shall have power to amend, modify the Rules, Regulations and Restrictions, maintenance charges as may be decided by the Association.
- (b) **THAT** the Purchaser shall at all times hereafter (from the date of possession) regularly and punctually make payment of all the municipal

rates and taxes, other outgoings, maintenance charges and other levies, impositions and outgoings which may from time to time be imposed or become payable in respect of the said Flat and the said car parking space and proportionately including all enhancement thereto for the said Building /said property as a whole and for the common parts and portions to the Association.

- (c) **THE** Purchaser shall at the cost, charge and expenses of the Purchaser apply for obtaining mutation of the name of the Purchaser as the owner of the said Flat and the said car parking space from the Kolkata Municipal Corporation and shall also obtain separate assessment of the said Flat and the said car parking space and so long the said Flat and the said car parking space are not separately assessed, the Purchaser shall pay the proportionate share of the assessed municipal rates, taxes and other taxes and impositions including all enhancement thereto payable in respect of the said Flat and the said car parking space and the said amount to be determined by the Association.
- (d) The Association shall provide maintenance for the common parts and portions **SUBJECT HOWEVER** to the Purchaser regularly and punctually making payment of proportionate share of the said Flat and the said car parking space the maintenance charges, other outgoings to the Association more fully and particularly mentioned and described in the **FOURTH SCHEDULE** hereunder written.
- (e) The Purchaser shall become member of the Association.
- (f) The proportionate share of maintenance charges and all outgoings shall be paid by the Purchaser regularly and punctually and in the event of any

default on the part of the Purchaser in making payment of such maintenance charges and outgoings, the Purchaser shall be liable to pay interest to the Association as may be decided by the Association.

- (g) The right of the Purchaser shall remain restricted to the said Flat and the said car parking space and in no event, the Purchaser or any person claiming through them shall be entitled to stretch or expand its claims over and in respect of the other parts of the building.

IV. **AND IT IS HEREBY FURTHER AGREED AND DECLARED BY AND BETWEEN THE PARTIES HERETO** as follows:-

- (a) **THAT** the undivided share in the land underneath the building comprised in the said premises/said land hereby sold, transferred and attributable to the said Flat and the said car parking space shall always remain indivisible and impartible.
- (b) **THAT** the right of the Purchaser shall remain restricted to the said Flat and the said car parking space.
- (c) At or before entering into these presents the Purchaser has satisfied the said New Building which is residential building and the Purchaser agree to maintain the decency of the said new building known as “SUBHANGI APARTMENTS” and shall not do any act, deed or thing nor permit any act deed or thing to be done which is likely to adversely affect the decency of the said new building.

**THE FIRST SCHEDULE ABOVE REFERRED TO:**

(Land/Building/Property)

**ALL THAT** ground plus four storied residential building known as “SUBHANGI APARTMENTS” comprising of on the ground floor covered car parking spaces, servant room with bathroom, Durwan’s room/security guard’s room, common bathrooms and other areas, and first floor and above comprising of different sizes of residential flats on each floor, common areas and facilities together with piece or parcel of Revenue free land containing an area of 5 Cottahs 8 Chittakcs 30 square feet be the same a little more or less lying and situate at and being Plot No. P-186, C.I.T. Road, Scheme IVM, Post Office Beliaghata, Police Station Beliaghata, under Ward No. 033, Assessee No. 110330500918 of Kolkata Municipal Corporation, Kolkata-700 010 butted and bounded as follows that is to say:

**ON THE NORTH** : Bahir Surah Road (Widened)

**ON THE SOUTH** : Plot No. 198 in C.I.T. Scheme No. 199 in C.I.T. Scheme No. IVM

**ON THE EAST** : Strip of C.I.T. land to be sold to Owner of Exempted premises No. 108, Bahir Surah Road and Plot No. 199 in C.I.T. Scheme No. IVM.

**ON THE WEST** : Plot No. 187 in C.I.T. Scheme No. IVM.

**THE SECOND SCHEDULE ABOVE REFERRED TO :**

(Said Flat and the said car parking space)

**ALL THAT** residential Flat No. .... comprising of ..... Bed rooms,

one Kitchen, ..... Toilets, ..... Balcony, one Living cum Dining Room, admeasuring ..... square feet super built up area be the same a little more or less situate on the ..... Floor and one covered car parking space on the ground floor for parking one medium size car of the ground plus four storied residential building known as “SUBHANGI APARTMENTS” situate lying at and being Plot No. P-186, C.I.T. Road, Scheme IVM, Post Office Beliaghata, Police Station Beliaghata, under Ward No. 033 of Kolkata Municipal Corporation, Kolkata-700 010, District South 24 Parganas, being part of the said property described in the First Schedule hereinabove written.

**OR HOWSOEVER OTHERWISE** demarcated in a map or plan annexed hereto and bordered “**RED**” in colour.

**THE THIRD SCHEDULE ABOVE REFERRED TO :**

(Common Areas and Facilities)

1. Path passages and driveways in the premises other than those reserved by the Owner of their own use for any purpose and those meant or earmarked or intended to be reserved for parking of motors cars or marked by the Owner for use of any co-owners.
2. Staircase, lobby, roof and landings.
3. Room and the bathroom for darwan.
4. Electrical wiring and fitting and fixtures for lighting the staircase, lobby and landings.

5. Electrical installations with main switch and meter and space required theretofore.
6. Municipal water Supply connection.
7. Overhead water tank and underground water reservoir with distribution pipes there from connection to different Apartments/Units and from the underground water or to the over-head water tank.
8. Water waste and sewage evacuation pipes from the Apartments/Units to drain and sewers common to the building.
9. Drains and sewers from the building to the Municipality drain.
10. Main gate for entrance to the premises.
11. Boundary wall to the premises.
12. Roof of building.
13. 24 hours security services by guards.
14. Such other common areas and facilities as may be made for common purposes.

**THE FOURTH SCHEDULE ABOVE REFERRED TO :**

(Common Expenses)

1. **MAINTENANCE** All costs and expenses for maintaining, whitewashing, pointing, repainting, repairing, renovating and replacing the common areas machineries, equipments installations and accessories for common services, utilities and facilities (including the out walls of the buildings).
2. **OPERATONAL:** All expenses for running and operating all machineries, equipments, installations and accessories for common facilities and utilities (including generator, water pump with motor etc.).
3. **STAFF :** The salaries of and all other expenses on the staff to be employed for the common purpose (including bonus and other emoluments and benefits).
4. **ASSOCIATION :** Establishment and all other expenses of the Association (including its formation) and also similar expenses of the Owner or any agency looking after the common purposes until handing over the same to the Association.
5. **TAXES :** Municipal and other rates, taxes and levies and all other outgoings in respect of the premises (save those assessed separately in respect of any Unit).
6. **COMMON UTILITIES :** expenses for serving/supply of common facilities and Utilities (including electricity, water etc.) and all charges incidental thereto.
7. **RESERVES :** Creation of funds for replacement, renovation and/or other periodic expenses.

8. **OTHERS** : all other expenses and/or outgoings including litigation expenses as are incurred by the Owner and/or the Association for the common purposes.

**THE FIFTH SCHEDULE ABOVE REFERRED TO**

(Rules, Regulations and Restrictions)

1. As from the date of possession of the said unit, the Purchaser do hereby agree and covenant as follows:
- (a) To co-operate with the other co-Purchasers and the Developer in the management and maintenance of the said building known as “SUBHANGI APARTMENTS”.
  - (b) To observe the rules framed from time to time by the Owner and the Developer or the Association.
  - (c) To use the said flat for residential purpose and shall not use for the purpose which may or is likely to cause nuisance or annoyance to occupiers of the other portions of the said buildings or to the Owner and occupiers of the neighboring premises or for any illegal or immoral purpose or as a Boarding House, School, Coaching/Tuition Center, Club House, Nursing Home, amusement or Entertainment Center, Eating or Catering Place, Dispensary or a Meeting Place or for industrial activities whatsoever subject to the Rules and Regulations of the Developer or Association.
  - (d) Not to sub-divide the said unit or any portion thereof.



- (e) To maintain or remain responsible for the structural stability of the said unit as well as the said building and not to do anything which has the effect of affecting the structural stability of the building.
- (f) To allow the Developer and the Association with or without workmen to enter into the said unit for the purpose of maintenance and repairs.
- (g) To pay and bear the common expenses and other outgoings and expenses since the date of possession and also the rates and taxes for the said unit and common areas and facilities of the complex and proportionately for the building and/or common parts/areas and wholly for the said unit and/or to make deposition on account thereof in the manner mentioned hereunder to the Developer or the Association. Such amount shall be deemed to be due and payable on and from the date of possession whether physical possession of the said unit and common areas and facilities of the building have been taken or not by the Purchaser. The said amounts shall be paid by the Purchaser without raising any objection thereto regularly and punctually within 72 hours to the Developer or Association.
- (h) Not to throw dirt, rubbish or other refuse or permit the same to be thrown or accumulated in the said unit or in the compound or any portion of the building or in the complex except the portion, if any which is separately kept.
- (i) Not to store or bring and allow to be stored in the said unit and in the complex any goods of hazardous or combustible nature or which are so heavy as to affect or endanger the structures of the building or any portion

of any fittings or fixtures thereof including windows, doors, floors etc. in any manner.

- (j) Not to do or cause anything to be done in or around the said unit which may cause or tend to cause or tantamount to cause or effect any damage to any flooring or ceiling of the said unit or adjacent to the said unit or in the complex in any manner interfere with the use and rights and enjoyment thereof or any open passages or amenities available for common use.
- (k) Not to damage or demolish or cause to be damaged or demolished the said unit or any part thereof or the fittings and fixtures affixed thereto or the building or the complex.
- (l) Not to close or permit the closing of verandahs or lounges or balconies or lobbies and common parts and also not to alter or permit any alteration in the elevation and outside colour scheme of the exposed walls of the verandahs, lounges or any external walls or the fences of external doors and windows including grills of the said unit which in the opinion of the Developer or the Association differs from the colour scheme of the building or deviation or which in the opinion of the Developer or Association may affect the elevation in respect of the exterior walls of the said building.
- (m) Not to install grills the design of which have not been approved by the Developer or the Architect or the Association.
- (n) Not to do or permit to be done any act or thing which may render void or make voidable any insurance in respect of the said unit or any part of the

said building or cause increased premium to be payable in respect thereof if the building is insured.

- (o) Not to make in the said unit any structural addition and/or alterations such as beams, columns, partition walls etc. or improvements of a permanent nature except with the prior approval in writing of the Developer or the Association and with the sanction of the Rajpur Sonarpur Municipality and/or any concerned authority as and when required.
- (p) The Purchaser shall not fix or install any antenna on the roof or terrace of the said Building nor shall fix any window antenna.
- (q) To abide by such building Rules and Regulations as may be made by the Developer or by the Association without raising any objection.

2. The Purchaser doth hereby agree that:

- i) The right of the Purchaser shall remain restricted to the said unit which however includes the rights to use and enjoy common areas and facilities of Emerald Court as mentioned under this agreement.
- ii) Subject to aforesaid rights as mentioned in Clause 2 (i) as aforesaid, the Purchaser shall not have any right or claim in respect of the other portions of the said building or remaining portion of the land on which the proposed building will not be constructed.

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

**SIGNED AND DELIVERED** by the  
**OWNER** represented by their Constituted  
Attorney Sri Arunagata Das by virtue of  
the registered Power of Attorney dated 12<sup>th</sup>  
March, 2022 at Kolkata in presence of :

**SIGNED AND DELIVERED** by the  
**PURCHASER** at Kolkata in presence  
of :

**SIGNED SEALED AND DELIVERED**  
by the **DEVELOPER** at Kolkata in the  
presence of :

**RECEIVED** from within named Purchaser within sum of Rs. ....  
(Rupees .....) only as and by way of total  
consideration money as per Memo below:

**MEMO OF CONSIDERATION**

1.	RECEIVED from within named Purchaser within sum by cheque No. .... dated ..... drawn on ..... Bank, ..... Branch, Kolkata drawn in favour of the Developer amounting to.	: Rs.
2.	RECEIVED from within named Purchaser within sum by cheque No. .... dated ..... drawn on ..... Bank, ..... Branch, Kolkata drawn in favour of the Developer amounting to.	: Rs.
3.	RECEIVED from within named Purchaser within sum by cheque No. .... dated ..... drawn on ..... Bank, ..... Branch, Kolkata drawn in favour of the Developer amounting to.	: Rs.
4.	RECEIVED from within named Purchaser within sum by cheque No. .... dated ..... drawn on ..... Bank, ..... Branch, Kolkata drawn in favour of the Developer amounting to.	: Rs.

5.	Deduction of TDS @ 1% of the total consideration payable to the Developer/Confirming Party amounting to	: Rs.
----	---	-------

Rs.....

...

(Rupees .....) only

**WITNESSES:**

1.

2.

**Drafted by:**

**(D. MITRA),**  
Solicitor & Advocate,  
High Court, Calcutta.  
Room No. 29, First Floor,  
10, Old Post Office Street,  
Kolkata-700 001.  
Enrollment No. WB/1348/1977

\$  
DATED THIS                      DAY OF                      202..  
\$

**B E T W E E N**  
**MRS. MAITRAYEE BOSE**  
**.....OWNER**

**A N D**  
**MR./MRS. ....**  
**..... PURCHASER**

**A N D**  
**OMKAR ENTERPRISE**  
**..... DEVELOPER/CONFIRMING PARTY**

**DEED OF CONVEYANCE**

MR. D. MITRA,  
SOLICITOR & ADVOCATE,  
ROOM NO. 29, FIRST FLOOR,  
10, OLD POST OFFICE STREET,  
KOLKATA-700 001.  
Mobile: 98314 62881.