

DEED OF CONVEYANCE

**THIS DEED OF CONVEYANCE made on this ____ day of
_____ Two Thousand and Twenty Three (2023).**

BETWEEN

1. SRI. RAMESH PRASAD SINGHANIA having PAN **AIZPS4533R**, having **AADHAR No. 767645336542**, son of Sri. Mohanlal Singhania, by Faith – Hindu, by Nationality – Indian, by Occupation – Business, residing at 8, Ashutosh Dey Lane, Kolkata – 700006, Police Station – Girish Park, Post Office – Beadon Street, **2. SMT. SUDHA SINGHANIA** having PAN **AJCP6248P**, having **AADHAR No.841309018154**, wife of Ramesh Prasad Singhania, by Faith – Hindu, by Nationality – Indian, by Occupation – Business, residing at 8, Ashutosh Dey Lane, Kolkata – 700006, Police Station – Girish Park, Post Office – Beadon Street, **3. SRI. RAJAT KUMAR SINGHANIA** having PAN **AUFPS8799H**, having **AADHAR No. 773536419934**, son of Sri. Ramesh Prasad Singhania, by Faith – Hindu, by Nationality – Indian, by Occupation – Business, residing at 8, Ashutosh Dey Lane, Kolkata – 700006, Police Station – Girish Park, Post Office – Beadon Street, **4. SRI. NILESH SINGHANIA** having PAN **AWFPS4467G**, son of Sri. Ramesh Prasad Singhania, by Faith – Hindu, by Nationality – Indian, by Occupation – Business, residing at 8, Ashutosh Dey Lane, Kolkata – 700006, Police Station – Girish Park, Post Office – Beadon Street, and presently residing at 2279 NW Stoney Creek Dr Issaquah, WA – 98027 duly represented by its constituted attorney **SRI. UMESH KUMAR KAJARIA**, son of Late. Mohanlall Kajaria, having PAN **AMIPK2934M**, by Faith-Hindu, by Nationality – Indian, by Occupation - Business and residing at 80/B Jatindra Mohan Avenue, Kolkata- 700005, Police Station - Shyampukur, Post Office – Hatkhola, Kolkata - 700001, **2) SRI JAYANTA SARKAR**, son of Late. Phani Bhusan Sarkar, having PAN **BFJPS1003L**, by Faith - Hindu, by Nationality – Indian, by Occupation - Business and residing at 34/E, Raja Naba Krishna Street, Kolkata - 700005, Police Station – Shyampukur, Post Office - Hatkhola, hereinafter collectively called and referred to as the **“VENDORS/LANDOWNERS”** (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its

successor-in-interest, Successor-in-Office, representative, men, agent and permitted assigns) of the **FIRST PART**.

AND

_____ having PAN _____,
 having (Aadhar Number _____, Mobile No.
 _____, son of _____, about _____
 years, by Faith - Hindu, by Occupation - _____, hereinafter called
 the "**PURCHASER**" (which expression shall unless repugnant to the context
 or meaning thereof be deemed to mean and include their heirs, executors,
 administrators, successors-in-interest and permitted assignees).

AND

M/s. BHOLENATH DEVELOPERS & CONSTRUCTION, a Partnership Firm, **having PAN AAJFB7194D**, having its registered office at 32, Armenian Street, Kolkata - 700001, Developer and land merchant duly represented by its Partners **1) SRI. UMESH KUMAR KAJARIA**, son of Late. Mohanlall Kajaria, **having PAN AMIPK2934M**, by Faith-Hindu, by Nationality – Indian, by Occupation - Business and residing at 80/B Jatindra Mohan Avenue, Kolkata- 700005, Police Station - Shyampukur, Post Office – Hatkhola, Kolkata - 700001, **2) SRI JAYANTA SARKAR**, son of Late. Phani Bhusan Sarkar, **having PAN BFJPS1003L**, by Faith - Hindu, by Nationality – Indian, by Occupation - Business and residing at 34/E, Raja Naba Krishna Street, Kolkata - 700005, Police Station – Shyampukur, Post Office - Hatkhola, hereinafter referred to as the '**BUILDERS/DEVELOPERS**' (which expression shall unless excluded by or repugnant to the context be deemed to mean and include its heirs. executors, legal representatives, successors, successors-in-interest, administrators and assigns) of the **SECOND PART**.

The VENDORS/LANDOWNERS and PURCHASER and DEVELOPER shall hereinafter collectively be referred to as the "Parties" and individually as a "Party".

WHEREAS by a Registered Deed or Indenture dated 29th April, 1930 executed between Bihari Lal Muillick as Vendor had sold, transferred, conveyed the said ALL THAT messuage tenement or dwelling house TOGETHER WITH piece and parcel of revenue paying land containing an area of 2 Cottahs 15 Chittacks 20 sq. ft. be the same or a little more or less situate and being premises No. 22/1, Ashutosh Dey Lane, Calcutta and now numbered as premises No. 8, Ashutosh Dey Lane, Calcutta comprised in Holding No. 279, Block No. 19, in the Northern Division of the Town of Calcutta in favour of Haribukush Bhagat as Purchaser and registered in the office of Registrar of Assurances Calcutta recorded in Book No. I, Volume No. 70, Pages from 17 to 29, and being No. 1458 for the year 1930.

AND WHEREAS the said property was purchased out of the funds Haribox Gopiram (HUF) and was treated as HUF property of which the said Haribukush Bhagat was the Karta during his lifetime.

AND WHEREAS after the death of the said Haribukush Bhagat his son Gopiram Bhagat became Karta of the said HUF.

AND WHEREAS after the death of the said Gopiram Bhagat his son Prahlad Rai Bhagat became the Karta of the said HUF.

AND WHEREAS while seized and possessed of the said property the said Prahlad Rai Bhagat for Self and as Karta of the said Haribux Gopiram HUF gifted the said property by a Registered Deed of Gift dated 8th March 1972 to his grandson Piyush Kumar Bhagat the Vendor therein who then was a minor

and was represented by his father and natural guardian Sri Nirmal Kumar Bhagat and the said Deed of Gift is registered in the office of Registrar of Assurances, Calcutta recorded in Book No. I, Volume No. 29, Pages 169 to 175, being No. 1471 for the year 1972 and registered in the Office of the Registered of Assurances, Calcutta.

AND WHEREAS the said Piyush Kumar Bhagat attained majority on 28th May, 1981.

AND WHEREAS the said Piyush Kumar Bhagat the Vendor therein is otherwise seized and possessed of and is sufficiently entitled to the said property in fee simple as absolute owner thereof and the said property is absolutely free from all encumbrances save and except the said tenancy.

AND WHEREAS the Purchasers therein have contacted the Vendor therein for purchase of the said entire property with tenancy at and for a consideration of Rs. 6,50,000/- (Rupees Six Lakhs Fifty Thousand) only which has been agreed to by the Vendor.

AND WHEREAS by a Registered Indenture dated 22.03.2002 executed between Piyush Kumar Bhagat as Vendor therein had sold the said land as mentioned in the Schedule thereunder written and in the First Schedule hereunder written in favour of Sri. Ramesh Prasad Singhania, Smt. Sudha Singhania, Sri. Rajat Kumar Singhania, Sri. Nilesh Kumar Singhania as Purchasers therein and landowners herein and same has been registered in the office of Additional Registrar of Assurances - II, Calcutta and recorded in Book No. I, Volume No. 1, Pages from 1 to 21, and being No. 02427 for the year 2002.

AND WHEREAS that the said Sri. Nilesh Kumar Singhania had attained the majority on 14th April 2002.

AND WHEREAS the said Sri. Ramesh Prasad Singhania, Smt. Sudha Singhania, Sri. Rajat Kumar Singhania, Sri. Nilesh kumar Singhania became the absolute joint owners of the said property which is morefully described in the First Schedule hereunder written and they had jointly mutated their names in the records of the Kolkata Municipal Corporation being Assessee No. 110260300090.

AND WHEREAS the said Sri. Nilesh Kumar Singhania as Executant by virtue of Power of Attorney dated 28.12.2020 executed from State of Washington, USA. Franklin being number J22009130 dated 31st December 2020 and duly attested from the kolkata Collectorate Office on 27/01/2021 thereby appointed his Constituted Attorney namely Sri Rajat kumar Singhania to manage and look after his share in respect of the aforesaid mentioned property.

AND WHEREAS a Registered Development Agreement on dated 27.09.2022 executed between that the said Sri. Ramesh Prasad Singhania, Smt. Sudha Singhania, Sri. Rajat Kumar Singhania, and Sri. Nilesh Singhania as Landowners (And the said Nilesh Singhania represented by its constituted attorney Sri. Rajat Kumar Singhania), therein in favour of M/s. Bholenath Developers & Construction, a Partnership Firm, having PAN AAJFB7194D, represented by its partners Sri Umesh Kumar Kajaria and Sri Jayanta Sarkar, as Developer and same has been registered in the office of Additional Registrar of Assurances – I, Kolkata and recorded in Book No. I, and being No. 190108767 for the year 2022.

AND WHEREAS that by a Registered Development Power of Attorney dated 27.09.2022 executed between Sri. Ramesh Prasad Singhania, Smt. Sudha Singhania, Sri. Rajat Kumar Singhania, as Executants Landowners for their

undivided 3/4th share of the said property in favour Sri Umesh Kumar Kajaria and Sri Jayanta Sarkar are the Partners of M/s. Bholenath Developers & Construction and the same has been registered in the office of Additional Registrar of Assurances – I, Kolkata and recorded in Book No. I, and being No. 190110143 for the year 2022.

AND WHEREAS the said Sri. Nilesh Kumar Singhania as Executant by virtue of Power of Attorney dated 29.10.2022 executed from State of Washington, USA. Franklin being number ESF/101876/22 dated 01st December 2022 and duly attested from the kolkata Collectorate Office on 27/01/2023 thereby appointed his Constituted Attorney namely Sri Umesh Kumar Kajaria and Sri Jayanta Sarkar to manage and look after his share in respect of the aforesaid mentioned property.

AND WHEREAS that the said Owner/Landowners and Developers had jointly entered into an Allocation Agreement dated _____ to allocate the Landowner's Allocation and the Developer's Allocation as contained therein.

AND WHEREAS that the said Developer had applied before the Kolkata Municipal Corporation for obtaining a Building Sanctioned Plan for constructing a Ground plus Four upper floors (i.e. G+ 4) multi-storied building proposed to be constructed on the aforesaid Premises and the Kolkata Municipal Corporation duly passed, granted and/or approved a Building Sanctioned Plan (vide Building Sanctioned Plan No. _____) dated _____.

AND WHEREAS that the said purchaser had approached the said LANDOWNERS/VENDORS/DEVELOPER to purchase said Flat as mentioned in the Second Schedule hereunder written of the _____ allocation share.

AND WHEREAS that the said Vendors/Owners and Developer/Confirming Party had executed an Agreement For Sale dated _____ to sell the said Flat as morefully described in the **Second Schedule** hereunder written in favour of the said Purchaser/s herein.

AND WHEREAS the said Purchaser/s agreed to purchase and the LANDOWNERS/VENDORS/DEVELOPER with the consent and concurrence of the Vendors/Owners has agreed to sell **ALL THAT Flat being No. _____**, on the _____ **Floor** admeasuring an area of _____ **sq ft super built up area** be the same a little more or less at the said premises as morefully and particularly described in the **SECOND SCHEDULE** hereunder written (hereinafter referred to as the ("**Said Flat**") together with undivided proportionate share in the common areas and installations of the building and together with undivided proportionate impartible variable share in the land underneath the building comprised in the said premises attributable to the "Said Flat " (hereinafter referred to as the "Said Flat") and the properties appurtenant thereto) has approached the LANDOWNERS/VENDORS/DEVELOPER to purchase the same and the LANDOWNERS/VENDORS/DEVELOPER has agreed to sell the same to the Purchaser for a consideration of **Rs. _____/- (Rupees _____ only)** free from all encumbrances but subject to the stipulations covenants terms and conditions as stated hereunder.

NOW THIS INDENTURE WITNESSETH as follows:-

That in pursuance of the said indenture and in consideration of sum of the said sum of **Rs. _____/- (Rupees _____) only** (the receipt whereof the said

LANDOWNERS/VENDORS/DEVELOPER Party do hereby acknowledge) and the said **LANDOWNERS/VENDORS/DEVELOPER** do hereby grants, transfer, assign, convey and hand over **ALL THAT Flat being No. _____, on the Second Floor** admeasuring an area of _____ sq ft super built up area situated at Premises No. 8, Ashutosh Dey Lane, Kolkata - 700006, Police Station – Girish park previously Jorsanko, under Ward No. 26, within the limits of Kolkata Municipal Corporation, morefully described in the **SECOND SCHEDULE** hereunder marked in red ink plan annexed hereto to use of the purchaser free from all encumbrances, written and along with all rights, privileges, easements, messuages, facilities as described in the **THIRD SCHEDULE** as written hereunder together with rights and facilities as aforesaid unto and to the use and benefit to the said Purchaser absolutely free from all encumbrances whatsoever to the said piece and parcel of hereditament belonging to or in anywise appertaining or usually sold or enjoyed therewith or belonging to or to be appurtenant thereto and all easements thereon and there version remainder and remainders and yearly monthly and other rents, issues and profits thereof and together with the documents of total exclusively related to the said land hereditaments and all the estate right title and interest claims and demand whatsoever of the **LANDOWNERS/VENDORS/DEVELOPER** unto and upon the said land hereditaments and premises or any part thereof and together with the rights of the said Purchaser their successor or successors in interest to pass the re-pass with or without all rights and benefit or covenant for the production of the title deeds as contained in the aforesaid conveyance TO HAVE AND TO HOLD the said land hereditaments and premises hereby granted, transferred and conveyed assigned and assured or expressed or intended so to be unto and to the use of the said Purchaser that notwithstanding any act deed matter or thing by the said **LANDOWNERS/VENDORS/DEVELOPER** or its predecessors in title done

and executed or knowingly suffered to the contrary the said **LANDOWNERS/VENDORS/DEVELOPER** now oath in themselves indefeasible and absolute title and for an estate or inheritance in free simple in possession or an estate equivalent thereto the said land hereditaments and premises hereby granted, transferred or conveyed assigned and assured expressed or intended so and that the said **LANDOWNERS/VENDORS/DEVELOPER** doth good right full power and absolute authority to grant, transfer, assign and assure the same in the manner aforesaid unto the Purchaser shall and may at all times hereafter peaceably and quietly enter upon and enjoy and possess the said land hereditaments and premises and receive the rents, issues and profits thereof without any lawful eviction, interruption claim or demand whatsoever from or by the said **LANDOWNERS/VENDORS/DEVELOPER** and their copies or extracts from the said deeds and writings or any of them as they may require and will in the meantime unless prevent as aforesaid keep the said deeds and writings or any of them as they may require and will in the meantime unless prevent as aforesaid keep the said deeds and writings or any of them unobliterated, defaced and uncancelled and the said **LANDOWNERS/VENDORS/DEVELOPER** has delivered vacant khas possession of the said Flat to the said Purchaser on receipt of the consideration money and execution of these presents.

THE LANDOWNERS/VENDORS/DEVELOPER DO HEREBY COVENANT WITH THE PURCHASER As follows:-

- a. The interest which the LANDOWNERS/VENDORS/DEVELOPER do hereby profess to transfer subsists and that the LANDOWNERS/VENDORS/DEVELOPER has full right, power and absolute authority to grant, convey, transfer, assign and assure the

said Flat unto the purchaser and proportionate share of the said land and the properties appurtenant thereto in the manner aforesaid.

- b. It shall be lawful for the purchaser from time to time and at all times hereinafter to enter into and upon hold and enjoy the said Flat as LANDOWNERS/VENDORS/DEVELOPER thereof and the properties appurtenant thereto and to receive rents, issues and profits thereof without any interruption, disturbance, claim or demand whatsoever from or by the LANDOWNERS/VENDORS/DEVELOPER or any person/persons claiming through under or entrust from the LANDOWNERS/VENDORS/DEVELOPER and the said Flat free from all encumbrances, trusts, liens and attachments.
- c. The LANDOWNERS/VENDORS/DEVELOPER shall from time to time and at all times hereinafter upon every reasonably request and at the cost of the purchaser shall make, do acknowledge, execute and perform all such further and/or other lawful and reasonable acts, deeds, matters and things whatsoever for further betterment or more perfectly assuring the said Flat and the properties appurtenant thereto unto the purchaser in the manner aforesaid.
- d. That the LANDOWNERS/VENDORS/DEVELOPER have the exclusive rights of the roof on the said building as mentioned in the "Schedule hereunder" and the LANDOWNERS/VENDORS/DEVELOPER can further construct an extra floor on the roof of the said building and the Purchaser/Owner will co-operate in all manner and will not create any nuisance, inconvenience & will not take any legal recourse to obstruct the constriction on the roof and will not claim any demand/claim rights on the roof of the extra floor and

LANDOWNERS/VENDORS/DEVELOPER will take necessary measures to upkeep the structure of the building in the good condition and LANDOWNERS/VENDORS/DEVELOPER have all the rights to sell, transfer, assign, lease the extra floor units to the intended buyer/s without consent of the Purchaser/Land Owner and Purchaser/Land Owner will co-operate with Developer. It is however made clear that the ultimate roof of the building will and shall remain common to all the flat owners.

- d. The Purchaser shall not be entitled to use any parking or other space in the compound of the building for parking his vehicle except any parking space.

THE PURCHASER DOETH HEREBY COVENANT AMD AGREE WITH THE LANDOWNERS/VENDORS/DEVELOPER As follows:-

- a. The Purchaser shall have limited and conditional right of user over the common areas and facilities available in said building and shall have proportionate undivided right over the common areas and facilities of the said building.
- b. The Purchaser shall not do or cause to be done any act or thing nor shall omit to do any act, deed or thing whereby the rights of the LANDOWNERS/VENDORS/DEVELOPER with regard to the land and construction of the said building on the said land is prejudiced and affected in any manner whatsoever.
- c. That the Purchaser shall always pay the proportionate common expenses.

- d. That the Purchaser shall all time hereafter pay all municipal taxes and other impositions and out-goings in respect of the said Flat from the date hereof.
- e. That the LANDOWNERS/VENDORS/DEVELOPER doth hereby accorded their consent to the Purchaser for mutation separation and/or apportionment of the said Flat in the Kolkata Municipal records and/or other statutory body and/or authority.

:THE FIRST SCHEDULE ABOVE REFERRED TO:

ALL THAT the piece and parcel of land containing 2 Cottahs, 15 Chittacks and 20 sq. ft. be the same a little more or less situated lying at and being Premises No. 8, Ashutosh Dey Lane, Kolkata - 700006, Police Station – Girish park previously Jorsanko, under Ward No. 26, within the limits of Kolkata Municipal Corporation, Registry office Calcutta in Holding No. 279, Block No. 19, in the North Division of Calcutta, butted and bounded in the manner following :

ON THE NORTH : By Ashutosh Dey Lane.

ON THE EAST : By 10A, Ashutosh Dey Lane

ON THE SOUTH : By Busti bearing Premises No. 6, Dinanath Mitra Lane.

ON THE WEST : By 6, Ashutosh Dey Lane.

THE SECOND SCHEDULE ABOVE REFERRED TO:

ALL THAT the self-contained finished **Flat being** _____, _____
Floor, admeasuring an area of _____ **sq,ft, super built up** area
be the same a little more or less with _____ **Flooring** inclusive of the

measurement of common areas and common spaces consisting of ___ Bedrooms, 1 Dining cum Living Room, ___ Toilets, 1 Kitchen, _____ balcony of the building together with _____ Covered Car Parking Space on the Ground Floor, TOGETHERWITH common user of common areas and spaces together with undivided proportionate share of the land subject to the obligation of the purchaser for the payment of maintenance charges of the Flat and common areas of the building situated at Premises No. 8, Ashutosh Dey Lane, Kolkata - 700006, Police Station – Girish park previously Jorsanko, under Ward No. 26, within the limits of Kolkata Municipal Corporation and delineated in the Map or Plan hereto annexed and bordered with RED Colour.

THE THIRD SCHEDULE ABOVE REFERRED TO
(Description of Common Areas)

The common areas and facilities mentioned herein are as follows:-

1. Staircase.
2. Lobbies on the Ground floor and each floor.
3. Electrical Wiring, Installation or Meters, Fittings and fixture for lighting the Staircase lobby.
4. Lifts, lift machinery and lift pits.
5. Overhead water tank un the building in which the flat is convey to the Purchaser and from which water is supplied to the Purchaser of the Flat with its delivery pipe connected with the said Flat.
6. Underground water reservoir from which water is supplied to the overhead water tank and from which water is delivered in the Flat.
7. Entrance to the said Building from the common passage

8. Installations comprised and fitted for common use in the said Building.
9. Passage and internal paths.
10. Drains and Sewers from the Buildings to the Corporation drains.
11. Boundary walls and Main Gates to the said building.
12. The ultimate roof top/terrace.

THE FOURTH SCHEDULE ABOVE REFERRED TO
(Description of Common Expenses)

The common expenses to be contributed by each co-owner and occupiers of the building:-

1. All costs and expenses for maintaining, repairing, redecorating and doing all acts, deeds and things which are necessary for maintaining and beautifying building in which the Flat is situated. The Expenses for maintaining the gutters and water pipes, drain and electric wires for the building in which the flat is situated and used and enjoyed by the Purchaser in common with the flat is situated and in common with the other occupiers of the said building and all expenses for maintaining the said building, main entrance, landing, staircase of the building in which the Flat is situated and boundary walls to said building and the costs of cleaning and lighting the building in which the Flat is situated and keeping the said, back and front space of the building in which the Purchaser is residing.
2. Municipal and other taxes and other outgoings and impositions.

3. Insurance of complex against earthquake, fire etc.
4. The expenses for day to day maintenance of the building and such expenses to be incurred by Association or Holding Organisation and will be borne by the Flat holders.
5. Creation of funds for replacement, renovation, and/or other periodic expenses.

IN WITNESS WHEREOF the parties hereto have executed these presents on the day month and year first above written.

SIGNED SEALED AND DELIVERED

By the **VENDORS/LANDOWNERS** at Kolkata

In the presence of:

1.

**SIGNATURE OF
VENDORS/LANDOWNERS**

2.

SIGNED SEALED AND DELIVERED

By the **PURCHASER** at Kolkata

In the presence of:

1.

**SIGNATURE OF
PURCHASER**

2.

SIGNED SEALED AND DELIVERED

By the **DEVELOPER** at Kolkata

In the presence of:

1.

**SIGNATURE OF
DEVELOPER**

2.

Drafted by me:

Advocate
High Court Calcutta

MEMO OF CONSIDERATION

RECEIVED from the within named Purchaser the sum of **Rs.**
 _____/- **(Rupees**
 _____)

only being the money payable under these presents as per memo below:

Sl No	Particulars	Amount
1.	Being the amount paid by Cheque No. _____ of dated _____, only in favour of _____ payable at Kolkata.	Rs
2.	Being the amount paid by Cheque No. _____ of dated _____, only in favour of _____ payable at Kolkata.	Rs
3.	Being the amount paid by Cheque No. _____ of dated _____, only in favour of _____ payable at Kolkata.	Rs
4.	Being the amount paid by Cheque No. _____ of dated _____, only in favour of _____ payable at Kolkata.	Rs
	TOTAL	Rs

(Rupees _____) only

Witness:

1.

2.

**SIGNATURE OF THE
 VENDORS/LANDOWNERS/DEVELO
 PER**