

DEED OF CONVEYANCE

THIS DEED OF CONVEYANCE made on this theDay of, (.....) of the Christian Era.

AMONGST

RAMCHANDANI PRIVATE LIMITED, PAN – AABCR2811E, a company incorporated under the provisions of the Companies Act., 1956 having its registered office at 5B Heysham Road, P.O – Elgin Road, P.S- Bhowanipore, Dist- South 24 Parganas, Kolkata – 700020, represented by its Director Mr. Rishad Ramchandani son of Mr. Harish P Ramchandani residing at 5B, Heysham Road, Kolkata – 700020 Police Station : Bhowanipore, hereinafter called as the **OWNER/LAND LORD/VENDOR** (which terms or expression shall unless excluded by or repugnant to the context be deemed to me and to include their heirs, executors, administrators, legal representatives and assigns) of the **ONE PART**.

AND

MASTER PROPERTIES PRIVATE LIMITED, PAN – AADCM5973C, a company incorporated under the provisions of the Companies Act., 1956 having its register office at 5B Heysham Road, P.O – Elgin Road, P.S- Bhowanipore, Dist- South 24 Parganas, Kolkata – 700020, represented by its Director Mr. Harish P Ramchandani son of Lt. Prito Dingomal Ramchandani residing at 5B, Heysham Road, Kolkata- 700 020, hereinafter called as the **DEVELOPER** (which terms or expression shall unless excluded by or repugnant to the context be deemed to me and to include its- successors heirs, executors, administrators, legal representatives and assigns) of the **SECOND PART**.

AND

1. **MR.**, PAN –....., son of, residing at, by nationality, by faith, by occupation, hereinafter referred to and called as the **PURCHASERS** (which

expression shall unless repugnant to the context be deemed to mean and include their heirs, executors, administrators, legal representatives and assigns) of the THIRD PART.

WHEREAS by a Deed of Conveyance dated 12.12.1972 executed between Probhat Kumar Paul and Sibananda Prasad Shah described therein as Joint Receivers of one part and Eastern National Engineering Works Limited (Liquidation) described therein as “The Company” of the Second Part and S. B. Foundry Ltd. Therein described as “The Purchaser” and for the consideration mentioned therein, the said Joint Receivers in terms of the order of the Hon’ble High Court at Calcutta dated 01.08.1972 sold, transferred and conveyed all the properties morefully described in the Schedule therein part –I, part-II and part – III unto and in favour of S. B. Foundry Ltd.

AND WHEREAS by Deed of Mortgage dated 12.12.1972 the said S. B. Foundry Ltd. mortgaged the said properties unto and in favour of West Bengal Financial Corporation

AND WHEREAS the said Company defaulted in payment of the loan amount the said corporation instituted Suit being Matter No. 626 of 1977 before the Hon’ble High Court at Calcutta for enforcement of the said mortgage deed under the State Financial Corporation Act, 1951

AND WHEREAS various orders passed by the Hon’ble High Court time to time and on or about 25.06.1987 a Terms of Settlement was filed by both parties before the Hon’ble Court recording the terms and conditions of sale of the Madhyamgram Unit in favour of Ramchandani Pvt. Ltd. who was

added as one of the respondents in the said proceedings and agreed to purchase the said Madhyamgram Unit together with the building and structure erected thereon for valuable consideration mentioned therein.

AND WHEREAS by an order dated 14.09.1993, Mr. Dipak Deb being the Receiver of the said Suit properties directed by the Hon'ble High Court, Calcutta to sign and execute the conveyance.

AND WHEREAS pursuant to the said order by a Sale Deed dated 12.10.1993 the said Dipak Deb as Receiver of the said Suit sold, transferred and conveyed all that factory land admeasuring 8 acres unto and in favour of M/s. Ramchandani Pvt. Ltd which was duly registered with the office of the Registrar of Assurances at Calcutta and recorded in Book no I, Volume no. 357, pages – 190 to 203, Being no. 14915 for the year 1993.

AND WHEREAS one Bholanath Mondal was the owner of all that piece and parcel of land admeasuring 27 satak equivalent to 16 Cottah lying and situated to Mouza Doharia, J. L. no. 45, R.S. no 132, Old Khatian no 205, present Khatian no. 988, Touzi no. 196, Dag no. 1362, Police Station Barasat, District 24 Parganas (North) by way of a Sale Deed dated 26.01.1971 which was duly registered with the office of the Sub-Registrar at Barasat and recorded in Book no. I, Volume no. 74, Pages 290 to 291, Being no. 2467 for the year 1971.

AND WHEREAS by a Sale Deed dated 30.03.1992 the said Bholanath Mondal sold, transferred and conveyed the said land unto and in favour of M/s Ramchandani Pvt. Ltd duly registered with the office of the Registrar of Assurances at Calcutta and recorded in Book no. I, Volume no. 170, Being no. 382 to 390, Being no. 6458 for the year 1992.

AND WHEREAS in the manner aforesaid the M/s. Ramchandani Pvt. Ltd became the owner of all that piece and parcel of land total measuring an area of 8 acre 27 satak equivalent to 25 Bighas, 0 Cottah, 5, Chittacks and 15 Sq. Ft.

AND WHEREAS the said M/s Ramchandani Pvt. Ltd sold out some portion of land measuring an area of 1 Bigha, 19 Cottahs, 14 Chittacks and 40 Sq. Ft. to intending purchaser thereof by way of various registered Deeds and thus the said M/s Ramchandani Pvt. Ltd became the owner of remaining portion of land admeasuring 22 Bighas, 16 Cottahs, 6 Chittacks and 21 Sq. Ft.

AND WHEREAS the owners herein above are jointly seized and possessed of or otherwise well and sufficiently entitled to all that piece and parcel of land measuring an area of 22 Bighas, 16 Cottahs, 06 Chittacks and 21 Square feet lying and situated at Mouza Doharia, J.L. No. 45, Touzi no. 146, C.S Khaitan no. 238 and 205, RS Khatian No. 988, 979, 208 and 310, presently LR Khatian No. 5328 (in the name of Ramchandani Private Limited), RS & LR Dag nos. **1356, 1357, 1358, 1359, 1360, 1362, 1363, 1364, 1365, 1363/1662, 1363/1663, 1374, 1375, 1384, 1385, 1386, 1387, 1388, 1389, 1390 and 1361** being Holding no. 19, Mujibar Rahaman Road, Police Station: Madhyamgram, District 24

Parganas (North) under Ward no. 15 (old), 9 (new) within the Limits of Madhyamgram Municipality and also recorded its name in **L.R. Khatian NO. 5328**, morefully and particularly mentioned, described, explained, enumerated, provided and given in the **first schedule** hereunder written and/or given and hereinafter referred to as the **entire premises**.

AND WHEREAS the owners herein decided to develop the first schedule property by erecting buildings comprising of various flats/units/apartments constructed spaces and car parking spaces etc. and appointed the developer herein to construct the said buildings thereon and accordingly entered into a development agreement with the developer herein on 17-05-2016 which was duly registered with the office of the A.R.A. – IV Kolkata and recorded in Book no I, Volume no. 1904-2016, pages – 168600 to 168649, Being no. 190404637 for the year 2016.

AND WHEREAS the developer sanctioned building plan from the appropriate authority of Madhyamgram Municipality being sanctioned Pan No. COM19/MM/2022-23 Dt: 25.05.2022 (hereinafter referred to as ‘the said plan’), whereby the developer entitled to construct, erect and complete the buildings, blocks and/or buildings each block and/or buildings to comprise of various flats/units/apartments constructed spaces and car parking spaces etc. capable.

AND WHEREAS in pursuance to the plan sanctioned by the authority concerned, the developer has commenced the work of construction of the building blocks and/ or buildings each block and/or buildings to comprise of various flats/units/apartments constructed spaces and car parking spaces etc.

AND WHEREAS the Developer declared its intention to sell out a flat (out of developers allocation) **being flat No.** on the **....Floor, Type –,** side of the building being **Block –** as per brochure and **Block –** as per sanction plan forming part of the residential area containing by estimation super built up area of **.... sq.ft.** a little more or less, including proportionate share in common areas and facilities connected thereto, together with the undivided proportionate share of land of the said premises.

AND WHEREAS the Purchasers on the other hand, coming to know such declaration, examined the relevant papers & documents relating to the said property as well as the construction, measurements, materials used, workmanship, the sanction plan and being satisfied to purchase the said flat as mentioned above at or for the **consideration of Rs./-** (Rupees) only being the prevailing market price, whereupon the Developers categorically agreed to the proposal of the Purchasers.

NOW THIS INDENTURE WITNESSETH that in pursuance of the above and in consideration of the said sum of **Rs./- (Rupees**) only, well and truly paid by the purchasers to the developer on or before the execution of this presents (the receipt whereof Developer doth hereby admit and acknowledge the same as per memo below and the Vendors and Developer do hereby acquit, release and exonerate the purchasers as well as the said **flat**, the vendors and the developer do hereby grant, sell, convey, transfer, assign and assure unto the Purchasers, free from all encumbrances, attachments

and other defects in title ALL THAT piece and parcel of the **flat**, more fully and particularly mentioned in the **Second Schedule** hereunder written TOGETHER WITH the proportionate impartible, undivided share of land as described in the **First Schedule** below along with the constructions of common areas, half of the depth of the Partition walls and common passage and drains, sewers, water pipes and all other fixtures and equipments of common utilities in the terms of

square feet appertaining to the said building and more fully describe in the Third Schedule hereunder written TOGETHER WITH proportionate, undivided, impartible share and / or interest in the land underneath the said building more fully described in the Second Schedule hereunder written and the REVERSION OR REVERSIONS, REMINDER OR REMINDERS AND THE RENTS, ISSUES AND PROFITS thereof in connection with the said **flat**, and the properties appurtenant TO HAVE AND TO HOLD the said **flat**, and the properties appurtenant thereto hereby granted, sold, conveyed, transferred, assigned and assured or expressed or intended so to be unto and to the use of the Purchasers absolutely and for ever for a perfect and indefessible estate or inheritance in fee, simple in possession without any condition, use, trust or other things whatsoever in alter, defect, encumbrances or make void the same AND NOTWITHSTANDING any such act, deed, matter or thing whatsoever as aforesaid the vendors have good right, full power and absolute authority to grant, sell, transfer, convey, assign and assure the proportionate undivided, impartible share and / or interest in the land and the said **flat**, hereby granted, sold, transferred, conveyed, assigned and assured and expressed or intended so to be unto and to the use

of the Purchasers in the manner aforesaid and that the Purchasers shall and may from time to time and at all times hereafter peaceably and quietly possess and enjoy the said **flat**, hereby granted, sold, transferred, conveyed, assigned or assured or expressed or intended so to be unto and to the use in the manner aforesaid and receive the rents, issues and profits thereof without lawful eviction, interruption, claim or demand whatsoever from or by the Vendors or by any person or persons lawfully or equitably claiming or to claim from under or in trust for the VENDORS AND THAT free and clear and freely and clearly and absolutely acquired, exonerated, discharged or otherwise the Vendors well and sufficiently have defended kept harmful and indemnified of and from and against all manner of former and other estate, right, title, interest, lease, mortgages, charges, trusts, Debittarsa attachments, execution, lispendents, claims, demands and encumbrances, made or done, occasioned or suffered by the Vendors or any person or Persons lawfully or equitably claiming or to claim by from through, under or in trust for the Vendors.

THE VENDORS, THE DEVELOPER AND THE PURCHASERS DO HEREBY COVENANT

HERETO as follows:

1. **That the Purchasers** shall and may at all times hereafter peaceably and quietly possess and enjoy the said **flat**, with common areas, facilities and that the Purchasers being the absolute owner of the said **flat**, shall have all the right to sell, transfer, mortgage and assign the **flat**, in any manner they like for **residential**, purpose only and the Vendors / Developer hereto and other co-owners of the said premises

who may have acquired before and who may here after acquire any right title or interest similar to the Purchasers shall have no right to give any objection to such transfer.

2. **That the Purchasers** hereto of the said **flat**, shall always be entitled to pass, v-pass and to have ingress, egress to and from the Main Gate of the said building and through and from all common stairs, landings, passages for the purpose of going and carrying all languages and articles without hampering the building.
3. **That the Purchasers** will and shall maintain the said **flat**, properly and shall keep the same in good condition so that it may not cause any danger and / or prejudicially effect the other occupiers of the said building.
4. **That the Purchasers** after taking possession of the said **flat**, shall be liable to pay the proportional Municipal Taxes which is to be assessed later on.
5. **That the Purchasers** shall at all times hereinafter indemnify the Vendors for non-observance and non performance of covenant and conditions contained in this presents as are required to be observed and performed by the Purchasers of the said **flat**.
6. **That the Purchasers** shall not use the said **flat**, in such manner in which may or is likely to cause nuisance and annoyance to the other garage/shop/flat owner of the building nor shall use the same for any illegal or immoral purpose.
7. **That the common** walls not be destroyed or damaged or otherwise mutated by way of hooking etc. Passage right through the Main Entrance is common to all.

8. **That the Purchases** hereto of the said **flat**, shall not store or attach or plan or permit to be stored or attached or planted by machine on the floor of the **flat**, or any portion thereof.
9. **That the Purchasers** shall not throw or accumulate dirt, rubbish, rags or other refuses or permits the same to be thrown or allow the same to be accumulated in their **flat**, or in the compound or any portion of the said building.
10. **That the Purchasers** shall have the equal common rights to affix to draw any wires, pipes, cables etc. from and to or through any common parts or common portions or other units in a similar manner as enjoyed by the other occupants of the said building who also enjoy the easement rights to the common passage way.
11. **That the Purchasers** shall have common rights with the other owners over the boundary wall, common passage and space which are common for the purpose of ingress and egress.
12. **That the Purchasers** shall henceforth peaceably and quietly hold, possess and enjoy the rents and profits derivable from and put of the said property without any let, hindrance, interruptions and disturbances from or by the Vendors & developer or any person or persons claiming through or under or in trust for the vendors & developer and without any lawful act, hindrances, interruptions and disturbances by any other person or persons whatsoever.
13. **That the Purchasers** hereby undertake to observe and perform all the rules and regulations of association society or the incorporated body of flat/shop/garage owners as may be adopted from time to time and at all times for protection, maintenance, use and occupation of a particular by the purchasers

and also will bear all costs, charges and expenses for connection with the registration and formation of that association.

14. **The Purchasers** have gone through and agree to abide by all such covenants as agreed by all the other Flat Owners in the standard Agreement for Sale to the extent such covenants shall remain applicable now and in the future.

THE FIRST SCHEDULE ABOVE REFERRED TO

(THE ENTIRE PREMISES)

ALL THAT piece and parcel of land measuring an area of **22 Bighas, 16 Cottahs, 6 Chittacks and 21 Square Feet** together with the project namely "**ORCHARD ESTATE**" lying and situated at Mouza Doharia, J.L. no. 45, Touzi no. 146, C.S Khaitan no. 238 and 205, RS Khatian No. 988, 979, 208 and 310, RS & LR Dag nos. **1356, 1357, 1358, 1359, 1360, 1362, 1363, 1364, 1365, 1363/1662, 1363/1663, 1374, 1375, 1384, 1385, 1386, 1387, 1388, 1389, 1390 and 1361** at present **L.R. Khatian No. 5328** (in the name of the present vendor Ramchandani Private Limited) being Holding no. 19, Mujibar Rahaman Road, police Station Barasat, District 24 Parganas (North) under Ward no. 15 (Old), 9 (New) within the limits of Madhyamgram Municipality.

Together with the messuages, tenements, hereditaments, premises and others thereof being butted and bounded in the following manner:

ON THE SOUTH : Municipality Road

ON THE EAST : Rabindra Nagar

ON THE WEST : K B Ghosh Land

ON THE NORTH :Doharia, Peyarabagan

THE SECOND SCHEDULE ABOVE REFERRED TO:

(FLAT AND/OR UNIT)

ALL THAT piece and parcel of **FLAT AND/OR UNIT** no: on the **Floor, Type –.....,** side of the building being Block– **as per brochure and block - as per Sanction Plan** Forming part of the said Residential Area containing by estimation an area of **Square feet** (Super built-up) (be the same a little more or less)**TOGETHER WITH** the undivided proportionate share or interest in the land forming part of the said Building/Block appurtenant thereto **AND TOGETHER** **WITH** the proportionate share in common parts portions areas and facilities to comprise in the said Residential Area/Complex.

The flat is butted and bounded by :

On the North:

On the South:

On the East:

On the West:

THE THIRD SCHEDULE ABOVE REFERRED TO (COMMON PORTIONS)

PART-I

COMMON PARTS and PORTIONS in the BLOCK.

Common for Building : -

1. Stair Case and stair cover .
2. Lift & Lift Machine Room.
3. Lift well.
4. Overhead Reservoir./U.G.R.
5. Water Connection
6. Common Roof
7. Common Passage of the Building and its entrance
8. 24 hrs Water Supply.
9. Fire Fighting Arrangements.

PART-II

A. COMMON PARTS and PORTIONS in the COMPLEX.

- 1] Landscaped Garden.
- 2] Water Body and Fountain.
- 3] Walking Trails.
- 4] Club House.
- 5] Community Hall.
- 6] Indoor Games Room: Table Tennis Darts, Chess and Cards Room, Carrom and other board games
- 7] Health Club: Gymnasium.
- 8] Children`s Play Area.
- 9] CCTV Camera Security.
- 10] Automatic Lifts in every block.
- 11] 24/7 Generator Backup for all flats and common areas.

12] Sewage Treatment Plant.

13] Loft in every Apartment.

14] Internal Roads within the complex with Street Lighting.

15] Common Staff Toilet on the ground floor.

16] Intercom.

17] 24 hrs Security.

18] Boundary Walls.

19] Swimming pool.

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

SIGNED AND DELIVERED

IN PRESENCE OF FOLLOWING

WITNESSES:

1.

SIGNATURE OF THE VENDOR

2.

SIGNATURE OF THE DEVELOPER

SIGNATURE OF THE PURCHASER

PREPARED BY :

TYPED BY ME :

Advocate

District Judges' Court

Barasat, North 24-Parganas,

Enrollment No.

Barasat, North 24 Parganas

:: MEMO OF CONSIDERATION ::

RECEIVED on and from the within named Purchasers the within mentioned sum of **Rs./- (Rupees**
.....) only being the full consideration money of the within mentioned consideration.

SIGNATURE OF THE DEVELOPER