

DEED OF CONVEYANCE

THIS DEED OF CONVEYANCE is made on _____ day of _____ Two
Thousand Twenty Three (2023) of the Christian Era.

B E T W E E N

SRI AMITAVA SENGAPTA (PAN: GALPS851LI8), son of Late Sudhansu Kumar Sengupta, by religion - Hindu, by occupation - Retired Person, Nationality -Indian, residing at P-85, New Raipur, P.O. - Garia, Police Station - Patuli, Kolkata - 700084, hereinafter referred and called to as the **VENDOR/OWNER** (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include his heirs, executors, legal representatives, administrators and assigns) of the **FIRST PART**.

A N D

(1) -----, (P.A.N- -----, Mobile No. -----
-----) wife/son/daughter ----- **(2)** -----
-----, (P.A.N- -----, Mobile No.-----
-----) wife/son/daughter -----, both
are by faith-Hindu, by Occupation No.1 ----- and No.2 -----
-----, by Nationality- Indian, residing at -----
-----, hereinafter jointly referred and called to as the
PURCHASERS (which term or expression shall unless excluded by or
repugnant to the context be deemed to mean and include their heirs,
executors, legal representatives and assigns) of the **SECOND PART**.

A N D

M/s. A.R. ENTERPRISE, a Proprietorship Firm, having its office at P-1,
Raipur, P.O. - Garia, Police Station - Patuli, Kolkata - 700084, being
represented by its sole Proprietor **SRI RANJAN BHATTACHARYA** (PAN :

M/S. A. R. ENTERPRISE
Ranjan Bhattacharya
Proprietor

ADYPB9012Q), son of Late Anil Chandra Bhattacharjee, by religion - Hindu, by occupation - Business, Nationality -Indian, residing at P- I, Raipur, P.O. - Garia, Police Station - Patuli, Kolkata -700084, hereinafter referred and called to as the **DEVELOPER** (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include his heirs, executors, administrator, successors in interest and assigns) of the **THIRD PART.**

WHEREAS Kamala Chatterjee by virtue of a Deed of Conveyance dated 5th May, 1959, purchased a plot of land measuring an area 4 (four) Cattah 4 (four) Chittack from the Central Land & Building Society Ltd. lying and situated at C.S. Plot No.713 & 720 under Khaitan No.105, Mouza-Bademasur, J.L. No.31, P.S.-Jadavpur, appertaining to L.R. Dag No. 675, and L.R. Dag No.682 with proper consideration, which was registered before the office of the Sub Registrar, Alipore recorded vide Book No.1, Volume No.7, Page No.271 to 277, Being No.4532, for the year 1959.

AND WHEREAS while Kamala Chatterjee seized and possessed the said land, sold, transferred, conveyed the land to one Gosto Behari Mistry by a Deed of Sale dated 4th May, 1965, which was registered before the Office of the Sub Registrar Alipore, recorded vide Book No.1, Volume No.77, Pages 86 to 90, Being No.3641 for the year 1965.

AND WHEREAS while Gosto Behari Mistry seized and possessed the said land, sold, transferred, conveyed the land by a Deed of Sale to one Mamata Roy wife of Madhusudan Roy, on 4th May, 1966, which is registered before the Office of the Sub Registrar Alipore, recorded vide Book No.I, Volume No.50, Pages 291 to 296, Being No.3408 for the year 1966.

AND WHEREAS Mamata Roy, while seized and possessed the said land, sold, transferred, conveyed the said land by a Deed of Sale, dated 5th June, 1968 to Anupama Sengupta wife of Sudhanshu Kumar Sengupta, Which is registered before the office of the Sub Registrar of Alipore, recorded vide Book-I, Volume -80, Page 46 to 51 Being No.3690 for the year 1968.

AND WHEREAS said Anupama Sengupta, while seized and possessed the said land constructed a two storied residential building for her livelihood.

AND WHEREAS said Anupama Sengupta, while seized and possessed the said two storied residential building sold, transferred, conveyed the Ground Floor of the said building to one Rabindra Nath Sen son of Late Jitendranath Sen at Premises No.190, Ashoke Road, Post Office- Garia, Police Station- Jadavpur, Kolkata-700084 the Deed of Conveyance is registered before the office of the District Sub-Registrar at Alipore, recoded vide Book No.I, Volume No.30, Page 97 to 123, being No.7567 for the year 1989.

AND WHEREAS while Rabindra Nath Sen seized and possessed the said ground floor of the two storied residential building, sold, transferred, conveyed the Ground Floor of the building to Amitava Sengupta, by a Deed of Conveyance, the Deed was registered before the office of the District Sub-Registrar Alipore, recorded vide Book No.I, Volume No.33, page 201 to 209 being No.00576 for the year 2004.

AND WHEREAS while Anupama Sengupta seized and possessed the entire first floor of the two storied residential building, died on 21.03.2018, leaving behind her only son Amitava Sengupta as legal heir and successor, as per Hindu Succession Act 1956.

AND WHEREAS Amitava Sengupta became the absolute owner of the land measuring an area 4 (four) Cottah 4 (four) Chittack with two storied residential building at Mouza- Bademasur C.S. Dag No.713 & 720 appertaining to Khatian No.105, L.R. Dag No.675 and 682 under L.R. Khatian No.390, J.L. No.031 at Premises No.190, Ashoke Road, within the limit of the Kolkata Municipal Corporation, Ward No.101, Post Office- Garia, Police Station- Patuli, Kolkata-700084, District- South 24- Parganas, and seized and possessed the same.

AND WHEREAS Amitava Sengupta mutated his name in the record of the Kolkata Municipal Corporation and obtained the Assessee No.311010204499 and paid the taxes.

AND WHEREAS Amitava Sengupta recorded his name in the office of the B.L. & L.R.O. and obtained the L.R. Parcha, L.R. Dag No.675 & 682 under L.R. Khatian No.390 Mouza- Bademasur, J.L. No.031, total area of land 0.07 decimal, nature of land- Shali.

AND WHEREAS Amitava Sengupta applied before the office of the B.L. & L.R.O., Kolkata, for necessary conversion of the land and obtained the said conversion letter/order from the Authority concern vide Memo No.17/4683/B.L. & L.R.O./Kol dated 06.12.2022.

AND WHEREAS Amitava Sengupta willing to develop the said land measuring an area 4 (four) Cottah 4 (four) Chittack at Premises No.190, Ashoke Road, Post Office- Garia, Police Station- Patuli, Kolkata-700084 and entered into a Joint Development Agreement dated 28th April, 2021 with M/s -----, a Proprietorship firm, represented by its proprietor -----, having its office at P-1, Raipur, Post Office- Garia, Police Station- Patuli, Kolkata-700084, the said joint Development Agreement is registered before the office of the D.S.R-III, Alipore, recorded vide Book No.I, Volume No.1603-2021 page from 105893 to 105921 Being No. 160303732 for the year 2021 and was executed a Development Power of Attorney dated 28th April, 2021 in favour of **M/S** -----, represented by its Proprietor -----, son of ----- having its office at P-1, Raipur Post Office- Garia, Police Station- Patuli, Kolkata-700084, the Development Power of Attorney is registered before the office of the D.S.R-III, South 24- Parganas, recorded vide Book-I, Volume No.1603-2021 Page from 99659 to 99673 Being No.160303745 for the year 2021.

AND WHEREAS the Developer herein is submitted a building plan to be constructed on the said land and is obtained a G + III storied residential sanction building plan from the Kolkata Municipal Corporation, Building permit vide No.2022120496 dated 4th February, 2023.

AND WHEREAS the purchasers herein willing to purchase a second floor flat, South East side, measuring an area ----- Sq. ft. carpet area with a ground floor car parking space, measuring area of ----- sq. ft. more or less from the Developer allocation and the Developer herein accept the proposal of the purchasers, for a total consideration of Rs.----- /- (Rupees -----) only, free from all encumbrances.

AND WHEREAS an Agreement for Sale is executed between the owner, represented by its Constituted Attorney Sri _____, son of _____ residing at ----- and the purchasers herein, and the Developer herein, the said agreement for sale is registered before the Office of A.D.S.R. Alipore, dated ----- recorded vide Book No..... Volume No.----- pages No. from - ----- to ----- Being No.----- for the year -----

NOW THIS INDENTURE WITNESSETH in pursuance of the said Agreement for Sale dated and necessary discussion by and between among the parties herein and in consideration of the sum of Rs.-----/- (Rupees -----) only, paid by the Purchasers to the Vendor and the Developer herein as stated in the Memo of Consideration written hereunder (the receipt whereof the Developer doth hereby admit and acknowledge) and or and from the payment of the same and every part thereof to release, acquit and discharge unto the Purchasers **ALL THAT** the self contained First Floor flat, South-East Side being No.A2 of the building, measuring an area ----- (-----) Sq. ft. carpet area more or less with a ground floor, car parking space, measuring an area sq. ft.

more or less with undivided proportionate share of the land and other common areas and facilities of the said G+ three storied residential building on the said land at K.M.C. Premises No.190 Ashoke Road, Post Office-Garia, Police Station- Patuli, Kolkata- 700084, within the limit of the Kolkata Municipal Corporation, Ward No.101, Assessee No. ----- --, together with the proportionate share of land of the demised premises, morefully described in the First Schedule hereunder with all easement right and right over the common portion of the demised premises. The Vendor and the Developer doth hereby convey, grant, transfer, assure, assign unto and in favour of the Purchasers absolutely and forever free from all encumbrances.

ALL THAT the self contained residential flat on the First Floor, South-East Side, No.A2, of the building measuring an area of ----- (----- --) Sq. feet carpet area with a ground floor car parking space, together with the undivided proportionate share of the land underneath of the said building with all easement right of the common passage and all common amenities, facilities and other common right of the said land and building morefully described in the Second Schedule and the Third Schedule hereunder **TO HAVE AND TO HOLD** the said flat and the car parking space hereby granted, sold, conveyed, transferred with common part forever and the Vendor have a good right, title and interest, full power absolute an indefeasible title to grant, sell, convey transfer, assign and assure the said flat with a ground floor car parking space No.----- hereby granted, sold, conveyed, expressed and/or intended so to be unto the use of the Purchasers and the Purchasers shall and may at all time or times herein after peacefully and quietly possess and enjoy the said property and/or every part thereof without any lawful eviction, claim or demand whatsoever from the Vendor/Developer or any persons lawfully and equitably claiming from and under or in trust for their and at the cost and request of the Purchasers, their heirs, executors, administrators and representatives and assigns shall execute all such acts, deeds and things whatsoever for further

betterment and perfectly assure the said ----- floor flat, South-East Side, being No.A2, measuring an area ----- (-----) Sq. ft. carpet area and a ground floor car parking space, being No..... of the said building and every part thereof unto and to the use of the Purchasers according to the true intent and meaning of this Deed as shall or may reasonably be required. The said property with all easement right of land and common paths hereby conveyed and sold are free discharge from and against all manner of encumbrances trust, liens, lispendenses whatsoever.

1. The Vendor/Developer shall keep harmless and indemnified from and against all estate, title charges and encumbrances whatsoever have made, executed, occasioned and suffered by the Vendor/Developer or all person or persons having lawfully and equitably claiming the estates and interest whatsoever. The Vendor/Developer doth hereby covenant with the Purchasers that notwithstanding any act deed matter or things whatsoever by the Vendor/Developer or any person or persons having lawfully claiming under their or in trust for their made, done, committed or knowingly suffered to the contrary the Vendor/Developer have or hath in themselves good right, full power and absolute authority to grant, convey, assure and intended so to be unto and to the use of the Purchasers subject to the payment of the rent and taxes rateable proportion which is chargeable by the Government and the Kolkata Municipal Corporation or any other authorities or any statutory body or bodies. The Purchasers shall have full and absolute right as the Vendor/Developer derive from their title save and except that of demolishing or committing waste in the said ----- Floor Flat, South East Side being No. A2 in any manner, so as to effect the Vendor/Developer and other flat owner/s of the said building.

The Purchasers shall have to repair, renovate and/or alter their own flat internally from the floor to ceiling without altering or effecting

the building, but outward repair and renovation of the said building will be done by the flat Owners jointly and each of them shall bear the proportionate cost thereby.

The Purchasers shall have the full right, title and interest on their ----- Floor Flat, South- East side, being No.A2 of the building and entitled to transfer by way of sale, lease, gift, will, mortgage or receive the rent, alienate in any manner subject to the terms and conditions as stated aforesaid. The Purchasers shall pay their share of tax from the date of registration of the flat and the car parking space but before the registration of the flat and car parking space tax will be paid by the Owner/Developer. The Purchasers shall not obstruct the common part of the said building and shall not store any obnoxious or offensive and combustible article in their flat and the car parking space or in the common passage or shall not accumulate dirt or rubbish in the common part of the building.

The Purchasers shall have the common right on the roof of the building, right to install /dish Antena of their own flat. But not construct any structure thereon.

2. That the Vendor/First Part and the Developer/ Third Part will Co-operate with the Purchasers to record and mutate their names in the records of the Kolkata Municipal Corporation of the ----- Floor Flat, South- East Side, being No.A2 lying and situate at Premises No.190 Ashoke Road, Post Office- Garia, Police Station-Patuli, Kolkata -700084, K.M.C. Ward No.101, District- 24 Parganas (South).
3. That the Vendor/First Part and the Developer/ Third part herein shall on being called upon by the Purchasers, sign all papers application and/or make declarations, affidavits, other writings, as may be necessary and think fit for the purpose of the formation

and/or registration of the Association.

4. That the Vendor /First Part and the Developer/ Third part herein shall do and execute and rectified of the deed or deeds whatsoever required for the purpose of better perfection of the title in favour of the Purchasers herein if necessary, at any time at the cost and expenses of the Purchasers.

5. That the Purchasers herein declare that after getting the delivery of possession of the Second Schedule property by virtue of these presents shall never raise any disputes whatsoever and being satisfied about the same agreed to purchase the Second Schedule property hereunder written.

6. That all the taxes, land revenue and other impositions payable in respect of the said property upto the date of registration of the first Floor Flat, South East side, being No.A2 of the building and the ground floor car parking space shall be paid by the Vendor/Developer and if any portion remain unpaid and if any portion of any tax, levies, impositions etc. be found to have remain unpaid for the period as mentioned above shall be deemed to be the liability of the Vendor/Developer and realizable from the Vendor /Developer and since the registration of the flat and the car parking space the Purchasers shall pay the entire taxes and outgoings in respect of their portion only.

THE FIRST SCHEDULE ABOVE REFERRED TO

DESCRIPTION OF THE TOTAL PROPERTY

ALL THAT piece and parcel of land measuring an area of 4 (four) Cottah 4 (four) Chittack with G-III storied residential building namely '**ANUPAMA APARTMENT**' lying and situated at Mouza- Bademasur, C.S. Dag No.713 & 720 under Khatian No.105, L.R. Dag No.675 & 682 under

L.R. Khatian No.390, Premises No.190, Ashoke Road, P.O.:- Garia, P.S.- Patuli, Kolkata- 700084, within the limit of the Kolkata Municipal Corporation, Ward No.101, Assessee No.-----
---, District- South 24- Parganas. The property is butted and bounded in the manner following:

ON THE NORTH : By 12 ft' wide K.M.C. Road;
ON THE SOUTH : By 12 ft' wide K.M.C. Road;
ON THE EAST : By Dag No.713 and 720;
ON THE WEST : By Dag No.802;

THE SECOND SCHEDULE ABOVE REFERRED TO
(DESCRIPTION OF THE FLAT AND CAR PARKING SPACE)

ALL THAT the self contained ----- Floor Flat, South East Side, measuring an area ----- sq. ft. carpet area, tiles floor along with a ground floor car parking space, measuring an area ---
----- sq.ft. more or less with undivided proportionate share of the land and the building at Premises No.190, Ashoke Road, P.O.- Garia, P.S.- Patuli, Kolkata- 700084, K.M.C Ward No.101, District- South 24 Parganas, with common areas and facilities, path, passage, boundary, drain, electricity, water etc. of the said building and premises. A **MAP** or **PLAN** of the said flat and car parking space are annexed hereto and marked with “**RED**” border.

THE THIRD SCHEDULE ABOVE REFERRED TO
THE COMMON AREAS AND FACILITIES

- a) The foundation, columns, girders, beams, supports main walls, corridors, star ways, entrance to and exit from the building to be constructed on the said land and intended for common use.
- b) Installation of common services such as water sewerage (septic line) etc. connected with Road;

- c) Water Pump motor, pipes, ducts all apparatus and installations in the said building for common use.
- d) Electric meter box under the stairs in the ground floor of the building, electrical, wiring and fixtures etc.
- e) Under ground water reservoir and of the over head water tank.
- f) The ultimate roof also comprising of area of staircase and O.H. water reservoir, etc.
- g) Such other common parts areas equipments, installations, fixed rates, fittings and spaces in or about the said buildings as are necessary for passages user and occupation of the units in common.

THE FOURTH SCHEDULE ABOVE REFERRED TO
(COMMON EXPENSES AND LIABILITIES)

Costs, expenses and outgoings and obligations for which all flat Owners are to contribute proportionately.

- a) The expenses of maintaining, repairing, redecorating, and renewing the main structures and in particulars the drainage system, sewers, rain water discharge arrangements water supply system and system of electricity to all common areas.
- b) The expenses of repairing, maintaining, painting, white washing and colour washing the main structures of the building including the exterior of the building and also the common areas of the building.
- c) The cost of cleaning and lighting the entrance of the building the passage and space around the building lobby, corridors, stair case and other common areas.
- d) Salaries, wages, fees, and remunerations of durians, sweepers, plumbers, electricians, care takers of any other persons whose appointment may be considered necessary for maintenance and

protection of the said premises and administration and management of the affairs thereof.

- e) Insurance premium of the building if any.
- g) Such other or further expenses as may be necessary or incidental for the proper maintenance and/or upkeep of the building and other common areas and facilities and conveniences.

IN WITNESS WHEREOF the parties hereto put their respective hand and seal of the agreement for Sale in the day, month and year first above written.

SIGNED, SEALED AND DELIVERED

at Kolkata in presence of:

WITNESSES:

1.

**SIGNATURE OF THE VENDORS/
FIRST PART**

2.

**SIGNATURE OF THE PURCHASERS
SECOND PART**

**SIGNATURE OF THE DEVELOPER
THIRD PART**

DRAFTED BY ME:

Advocate
High Court, Calcutta.

RECEIVED on and from the within named Purchasers the consideration money of Rs.-----/- (Rupees -----) only, with G.S.T. value, as per memo below for sale of the flat and the car parking space.

MEMO OF CONSIDERATION

Sl. No.	<u>Date</u>	<u>Cheque/Cash/</u> <u>DD</u>	<u>Name of the</u> <u>Bank & Branch</u>	<u>Amount (Rs.)</u>
1.				
2.				
3.				
TOTAL				

(RUPEES -----) ONLY

WITNESSES:

1.

M/S. A. R. ENTERPRISE
Rayan Bhattacharya
 Proprietor

**SIGNATURE OF THE DEVELOPER/
 THIRD PART**

2.