

DEED OF CONVEYANCE

THIS DEED OF CONVEYANCE is made on this the day of
Two Thousand and Twenty Four (2024).

BETWEEN

M/S. REAL DEVELOPER (having PAN AANFR2270A), a registered Partnership Firm having its place of business at Premises No. 19A, Mahendra Sreemani Street, Post Office & Police Station – Amherst Street, Kolkata – 700 009, District – Kolkata, being represented by its Partners namely (1) **SRI AJAY KUMAR GUPTA (having PAN AHFPG0320D & AADHAAR NO. 2293 8499 5938)**, son of Late Satish Kumar Gupta, by faith Hindu, by nationality – Indian, by occupation - Business, residing at Premises No. 136, Jessore Road, Avani Oxford, Block – 3, Flat No. 7B, Post Office – Bangur Avenue, Police Station - Lake Town, Kolkata – 700 055, District – North 24 Parganas, (2) **SRI ABHIJIT AGARWAL (having PAN AILPA7855Q & AADHAAR NO. 5340 5357 6499)**, son of Sri Raj Kumar Agarwal, by faith Hindu, by nationality – Indian, by occupation – Business, residing presently at Premises No. 136, Jessore Road, Avani Oxford, Block – 6, Flat No. 4B, Post Office – Bangur Avenue, Police Station - Lake Town, Kolkata – 700 055, District – North 24 Parganas, (3) **SRI TANMAY SEAL (having Pan AUMPS7349J & AADHAAR NO. 7046 8294 3022)**, son of Late Deb Kumar Seal, by faith - Hindu, by nationality – Indian, by occupation - Business, residing presently at Premises No. 19A, Mahendra Sreemani Street, Post Office & Police Station – Amherst Street, Kolkata – 700 009, District - Kolkata and (4) **SRI KAUSIK SEAL (having PAN APMPS8198E & AADHAAR NO. 4051 7651 1209)**, son of Late Deb Kumar Seal, by faith - Hindu, by nationality – Indian, by occupation - Business, residing presently at Premises No. 19A, Mahendra Sreemani Street, Post Office & Police Station – Amherst Street, Kolkata – 700 009, District – Kolkata, hereinafter called and referred to as the “**VENDOR**” (which term or expression shall unless otherwise excluded by or repugnant to the subject or context be deemed to mean and include the said Partnership Firm, its Partners for time being, their respective heirs, executors, administrators, representatives and assigns) of the **ONE PART**

A N D

(1) **..... (having PAN& AADHAAR NO.....)**, son of....., by faith -....., by nationality -....., by occupation -.....and (2) **..... (having PAN & AADHAAR NO.....)**, wife of, by faith -, by nationality -, by occupation -....., both residing at Premises No....., Post Office -....., Police Station -

....., Kolkata -....., District -....., hereinafter jointly and/or severally called and referred to as the "**PURCHASER(S)**" (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, representatives and assigns) of the **OTHER PART**.

WHEREAS By virtue of registered Deed of Conveyance Being No. 6587 of 1983, dated 6th day of July 1983, duly registered before the Registrar of Assurances, Calcutta and recorded in Book No. - I; Volume No. 206, Pages from 238 to 256, Pallav Kumar Banerji, the One part therein and Mitra Bhattacharjee & Associates the 2nd part therein jointly the Seller /Vendor therein transferred and conveyed in favour of Sri Nitya Gopal Saha the 3rd part the Purchaser therein in respect of ALL THAT the piece or parcel of land measuring 2 (Two) Cottah 14 (Fourteen) Chittack 30 (Thirty) Sq.Ft. more or less, being Plot No. D-3; Block 'D' of the portion of premises No. 46 Murari Pukur Road, Calcutta particularly described in the Schedule "B" there under written free from all encumbrances whatsoever.

AND WHEREAS after purchase of the said plot of land the said Sri Nitya Gopal Saha constructed a tin shed thereon measuring covered area 951 Sq.Ft. more or less on the said plot of land for accommodation of the care taker of the said Plot.

AND WHEREAS thereafter the said Sri Nitya Gopal Saha duly mutated his name in the record of the Kolkata Municipal Corporation in respect of the aforesaid Plot No. D-3; Block 'D' of the portion of premises No. 46 Murari Pukur Road, Kolkata - 700 054, under the Assessee No. 11-014-03-0281-8; and the said Premises re-numbered and re-named by K.M.C. as Premises No. 46/C/21 Biplabi Barin Ghosh Sarani, Kolkata - 700 054 and duly paid the quarterly tax on regular basis and for the sake of brevity the same.

AND WHEREAS by dint of aforesaid manner the said Sri Nitya Gopal Saha well seized and possessed and became the absolute owner in respect of ALL THAT the piece or parcel of Bastu land measuring 2 (Two) Cottah 14 (Fourteen) Chittack 29.65 (Twenty Nine Point Six Five) Sq.Ft. more or less, as per physical measurement together with 951 Sq.Ft. structure thereon being Plot No. D-3; Block 'D', Premises No. 46/C/21 Biplabi Barin Ghosh Sarani, Kolkata - 700 054; and enjoying the same free from all encumbrances whatsoever and more particularly mentioned and described in the First Schedule hereunder written.

AND WHEREAS by virtue of a registered Deed of Conveyance dated 20th day of December, 2021 registered in the office of the Additional Registrar of Assurances – III at Kolkata in Book No. I, Volume No. 1903-2022, Pages 96393 to 96431, Being No. 190301759 for the year 2022, the said Sri Nitya Gopal Saha indefeasibly sold, transferred, conveyed, assigned and assured for the consideration therein mentioned **ALL THAT** the piece and parcel of Bastu land being Plot No. D-3; in Block 'D' admeasuring 2 (Two) Cottah 14 (Fourteen) Chittack 29.65 (Twenty Nine Point Six Five) Sq.Ft. more or less, together with a dilapidated old structure (Tin Shed) measuring 951 (Nine Hundred Fifty One) Sq. Ft. more or less thereon situate and lying at "AUROBINDA ABASAN" being Premises No. 46/C/21 Biplabi Barin Ghosh Sarani, formerly known as 46 Murari Pukur Road, Kolkata – 700 054; P.S. Maniktala ; within the limit of Kolkata Municipal Corporation Ward No. 14, Borough –III, District – South 24 Parganas, West Bengal, under the Municipal Assessee No. 11-014-03-0281-8; particularly mentioned and described in the Schedule thereunder written as well as described in the First Schedule hereunder written unto and in favour of **M/s. Real Developer**, the Vendor herein free from all encumbrances whatsoever.

AND WHEREAS after purchase of the said Bastu land hereditaments and premises the Vendor herein the said **M/s. Real Developer** duly mutated its name in respect thereof in the records of the Kolkata Municipal Corporation upon payment of relevant rates and taxes thereof to the said Municipal Corporation and upon mutation the said Municipal Authority assessed the said plot of land hereditaments and premises as Premises No. 46/C/21 Biplabi Barin Ghosh Sarani, Plot No. D-3; Block 'D', Kolkata – 700 054 in Ward No. 14 under **Assessee No. 110140302818**.

AND WHEREAS thus the said Vendor herein **M/s. Real Developer** became the absolute owner and seized and possessed of and/or otherwise well and sufficiently entitled to **ALL THAT** the piece and parcel of Bastu land being Plot No. D-3; in Block 'D' admeasuring 2 (Two) Cottah 14 (Fourteen) Chittack 29.65 (Twenty Nine Point Six Five) Sq.Ft. more or less, together with a dilapidated old structure (Tin Shed) measuring 951 (Nine Hundred Fifty One) Sq. Ft. more or less thereon situate and lying at being Premises No. 46/C/21 Biplabi Barin Ghosh Sarani, Kolkata – 700 054, Plot No. D-3; Block 'D', Police Station - Maniktala within the limit of Kolkata Municipal Corporation in Ward No. 14, Borough –III,

District – South 24 Parganas, West Bengal, under the Municipal Assessee No. 110140302818 particularly mentioned and described in the **First Schedule** hereunder written and hereinafter referred to as the “**SAID PROPERTY**” free from all encumbrances, liens, lispendens, charges, attachments, claims and demands in any manner whatsoever.

AND WHEREAS thereafter the Vendor herein **M/s. Real Developer** duly obtained a sanctioned building Plan vide **Building Permit No. 2022030104 dated 02.03.2023, Borough No. III** from the Kolkata Municipal Corporation for construction of a **(G+III) storied** ownership building thereon the said Property.

AND WHEREAS the development work and construction of the said proposed building is nearing completion in accordance with the said **Building Permit No. 2022030104 dated 02.03.2023, Borough No. III** sanctioned from the said Kolkata Municipal Corporation.

AND WHEREAS the Purchaser(s) has/have fully satisfied himself/herself /themselves as to the title of the Vendor of the said Property lying situate at and being Premises No. 46/C/21 Biplabi Barin Ghosh Sarani, Kolkata – 700 054, Plot No. D-3; Block ‘D’, under the Police Station of Maniktala within the limits of Kolkata Municipal Corporation in Ward No. 14 in the District of South 24 Parganas and has/have also inspected the said sanctioned building plan and hereby assure/s and covenant/s with the Vendor that he/she/they is/are fully satisfied himself/herself/themselves in respect thereof and has/have agreed not to raise any objection or dispute whatsoever or howsoever over and in respect thereof.

AND WHEREAS the Purchaser(s) after being satisfied about the title of the Vendor in respect of the said Property more particularly mentioned and described in the **First Schedule** hereunder written and after inspection of the relevant papers and documents and the sanctioned building Plan of the said building has/have agreed to purchase ALL THAT piece or parcel of one self contained residential Flat being No. having a carpet area of Flat portion around **Sq.ft.** more or less and super built up area of **Sq.ft.** more or less on the **side** of the **Floor** of the said building particularly mentioned and described in the **Second Schedule** hereunder written togetherwith undivided impartible proportionate share or interest in the land particularly mentioned and described in the **First Schedule** hereunder written including all other common service areas, amenities and facilities particularly mentioned and described in the

Third Schedule hereunder written to be appended thereto the said building lying situate at and being Premises No. 46/C/21 Biplabi Barin Ghosh Sarani, Kolkata – 700 054, Plot No. D-3; Block 'D', under the Police Station of Maniktala within the limits of Kolkata Municipal Corporation in Ward No. 14 in the District of South 24 Parganas at or for the total consideration money of **Rs./- (Rupees.....)** only and the Purchaser(s) also bound to pay **G.S.T** free from all encumbrances whatsoever.

AND WHEREAS in terms of the said Agreement for Sale the Vendor herein has agreed to execute and register a Deed of Conveyance unto and in favour of the Purchaser(s) in respect of the said Flat being No. having a carpet area of Flat portion around **Sq.ft.** more or less and super built up area of **Sq.ft.** more or less on the **side** of the **Floor** of the said building including undivided impartible proportionate share or interest in the land or ground togetherwith all other common service areas, amenities and facilities appended thereto the said building and premises morefully mentioned and described in the Second Schedule hereunder written at or for the said consideration money free from all encumbrances, liens, lispensens, attachments, claims and demands in any manner whatsoever.

NOW THIS INDENTURE WITNESSETH that in pursuance of the said agreement and in consideration of the said sum of **Rs./- (Rupees)** only including **G.S.T** paid by the Purchaser(s) to the Vendor as per Memo of Consideration given hereunder at or before the execution of these presents and the receipt whereof the Vendor doth hereby admit and acknowledge and of and from the same and every part thereof acquit, release and discharge forever the Purchaser(s) and also the said Flat and the Vendor doth by these presents indefeasibly grant, sell, transfer, convey, assign and assure unto and in favour of the said Purchaser(s) free from all encumbrances, charges, liens, lispensens, demands, claims and dues in any nature and other defects in title ALL THAT piece or parcel of the said self contained residential Flat being No. having a carpet area of Flat portion around **Sq.ft.** more or less and super built up area of **Sq.ft.** more or less on the **side** of the **Floor** of the said building particularly mentioned and described in the **Second Schedule** hereunder written togetherwith undivided impartible proportionate share or interest in the land particularly mentioned and described in the **First Schedule** hereunder written including all other common service areas, amenities and facilities particularly mentioned and described in the **Third**

Schedule hereunder written to be appended thereto the said building lying situate at and being Premises No. 46/C/21 Biplabi Barin Ghosh Sarani, Kolkata – 700 054, Plot No. D-3; Block 'D', under the Police Station of Maniktala within the limits of Kolkata Municipal Corporation in Ward No. 14 in the District of South 24 Parganas more particularly mentioned and described in the First Schedule hereunder written alongwith the proportionate right of all common doors, windows, fittings, fixtures both sanitary and electrical, all external drains, water courses togetherwith the benefit of all ancient and other rights, liberties, easements, advantages, benefits, privileges and appurtenances belonging thereto the said building and also the absolute and full liberty to the Purchaser(s), his/her/its/their servants, agents, employees, engineers and/or any person or persons authorised by him/her/it/them to use the common areas in common with other Co-Purchasers/Co-Owners of remaining flats and/or portions entitled to similar rights and privileges of using the main entrance, open space, staircase, landings, lobbies, submersible pump, gates, drains, overhead tank, sewerage, septic tank, electrical circuit and other common parts and/or portions mentioned and described in the Third Schedule hereunder written including all other easement and quasi-easement rights, privileges and appurtenances and other conveniences thereto bearing the necessary common expenses particularly mentioned in the Fourth Schedule hereunder written for beneficial use and enjoyment of the said Flat and the undivided impartible proportionate share in the said land and all other common service areas, amenities and facilities free from all encumbrances, charges, liens, lispens and attachments whatsoever TO HAVE AND TO HOLD POSSESS the said Flat togetherwith the undivided impartible proportionate share in the said land and all other common service areas, amenities and facilities whatsoever thereto the said building and premises and all other rights hereby granted, sold, conveyed, transferred, assigned and assured or otherwise expressed or intended so to be unto and to the use of the said Purchaser(s) absolutely and forever AND the Vendor doth hereby covenant with the Purchaser(s) that notwithstanding any act, deed, matter or thing whatsoever by the Vendor made, done, executed or knowingly suffered to the contrary the Vendor had at all times heretofore and now has good right, full power, absolute authority and indefeasible title to grant, sell, convey, transfer, assign and assure the said Flat togetherwith undivided impartible proportionate share in the said land including all other common service areas, amenities and facilities hereby granted, sold, conveyed, transferred, assigned and assured or otherwise expressed or intended so to be unto and to the use of the Purchaser(s) in the

manner aforesaid free from all encumbrances whatsoever AND THAT the Purchaser(s), his/her/their respective heirs, executors, administrators, representatives and assigns shall and may at all times hereafter peaceably and quietly enter into hold, possess and enjoy the said Flat and every part thereof togetherwith undivided impartible proportionate share in the said land including all other common service areas, amenities and facilities belonging to the said building and premises with the absolute right to sell, mortgage, let out, lease out or transfer by way of gift or otherwise alienated the said Flat or any part or every part thereof hereby conveyed incurring all the necessary expenses fully described in the Third and Fourth Schedule hereunder written and receive the rents, issues and profits thereof to and for his/her/its/their own use and benefits without any lawful eviction, hindrance, interruption, disturbance, claim or demand whatsoever from or by the said Vendor or any person or persons lawfully or equitably claiming any right or estate thereof from under or in trust for them AND FURTHER the said Vendor doth hereby covenant with the Purchaser(s) that it has not done any act, matter, deed or thing whereby the said Flat togetherwith undivided impartible proportionate share in the said land including all other common service areas, amenities and facilities hereby granted, sold, transferred and conveyed into and to the use of the Purchaser(s) had or have been encumbered wholly or in part and the Vendor is whereby hindered from transferring and conveying the said Flat or any part thereof unto and to the use of the Purchaser(s) and has not transferred the said Flat or any part thereof to any one by any means in the manner aforesaid and the said Flat or any part thereof is not the subject matter of Civil or Criminal cases AND THAT free and clear and freely and clearly absolutely acquitted, exonerated, discharged and released well and sufficiently save indemnified of from and against all and all manner of claims, charges, liens, lispens, debts, attachments and encumbrances whatsoever made or suffered by the Vendor or any person or persons lawfully or equitably claiming as aforesaid AND FURTHER THAT the Vendor and all persons having or lawfully or equitably claiming any estate or interest whatsoever in the said undivided impartible proportionate share in the said land and the said Flat or any part thereof from under or in trust for it the Vendor shall and will from time to time and at all times hereafter at the request and costs of the Purchaser(s) do and execute or cause to be done and executed all such acts, deeds, matters and things whatsoever for further better and more perfectly assuring the undivided impartible proportionate share in the said land and the said Flat and every part thereof unto and to the use of the Purchaser(s) according to the true intent and

meaning of these presents as shall or may be reasonably required AND FURTHER MORE THAT the Vendor shall at all times hereafter indemnify and keep indemnified the Purchaser(s) against losses, damages, costs, charges and expenses if any suffered by reason of any defect in the title of the Vendor or any breach of the covenants herein under contained AND THAT it is agreed by and between the Parties hereto that the Purchaser(s), his/her/it/their respective heirs, executors, administrators, representatives and assigns shall not ask for or claim partition by metes and bounds of the said piece or parcel of land more particularly described in the First Schedule hereunder written AND FURTHER THAT the Purchaser(s) will join with the Association of flat owners of the said building for due maintenance and repairing of the external portion of the building and premises and also cleaning and lighting the common passage and staircase of the said building and proper running of the electric meter, electric motor for pumping water and other things used in common with other Flat owners and shall bear the proportionate costs and expenses of the same according to the decision of the Association and **THIS INDENTURE FURTHERMORE WITNESSETH** that the physical peaceful possession of the said Flat **has** been handedover by the Vendor unto and in favour of the Purchaser(s) herein simultaneously upon execution of this Deed of Conveyance free from all encumbrances whatsoever.

THE FIRST SCHEDULE ABOVE REFERRED TO
(THE SAID PROPERTY)

ALL THAT piece or parcel of a plot of bastu land hereditaments and premises containing by estimation an area of 2 (Two) Cottah 14 (Fourteen) Chittack 29.65 (Twenty Nine Point Six Five) Sq.Ft. more or less togetherwith a **(G+III) storied** ownership building is nearing completion including all easement rights and appurtenances thereto lying situate at and being Premises No. 46/C/21 Biplabi Barin Ghosh Sarani, Kolkata – 700 054, Plot No. D-3; Block 'D', under the Police Station of Maniktala within the limits of Kolkata Municipal Corporation in Ward No. 14 under Assessee No. 110140302818, Additional District Sub-Registration Office at Sealdah in the District of South 24 Parganas and butted and bounded in the manner as follows :-

- ON THE NORTH** : By Premises No. 46/C/20 B.B.Ghosh Sarani;
ON THE SOUTH : By 10.058 M (33ft.) wide B.B.Ghosh Sarani
(Black top Road);
ON THE EAST : By Premises No. 46/C/22 B.B.Ghosh Sarani;
ON THE WEST : By 10.058 M (33ft.) wide B.B.Ghosh Sarani.

THE SECOND SCHEDULE ABOVE REFERRED TO
(THE SAID FLAT HEREBY CONVEYED)

ALL THAT piece or parcel of one self contained residential Flat being No. having a carpet area of Flat portion around **Sq.ft.** more or less and super built up area of **Sq.ft.** more or less consisting of(.....)Rooms, **1 (One)** Kitchen-cum-Dining, **2 (Two)** Toilets and **1 (One)** Balcony on the**side** of the**Floor** and of the said building togetherwith the undivided impartible proportionate share or interest in the land underneath including all other common service areas, amenities and facilities appended thereto the said building lying situate at and being Premises No. 46/C/21 Biplabi Barin Ghosh Sarani, Kolkata – 700 054, Plot No. D-3; Block 'D', under the Police Station of Maniktala within the limits of Kolkata Municipal Corporation in Ward No. 14 in the District of South 24 Parganas and the said Flat is more clearly delineated with **RED** border line in the sketch Map or Plan annexed hereto.

THE THIRD SCHEDULE ABOVE REFERRED TO
(COMMON AREAS AND FACILITIES)

- a) The foundation columns, girders, beams, supports, main walls, corridors, lobbies, stair, stairways, lift pit in the basement, lift well, lift machine room, ultimate roof, entrance to and exit from the building intended for common use.
- b) Common passages leading from the Municipal Road to the said building.
- c) Underground water reservoir, over head water tank, water pipes and other common plumbing installations.
- d) Electrical wiring, motor and fittings (excluding those as are installed for any particular flat).
- e) Lift and all apparatus and installations in the said building for common use.
- f) All drains, drainages, sewers, rain water pipes, septic tank, boundary walls and main gate including outer side of the walls of the said building.
- g) Such other common parts, areas, equipment, installations, fixtures, fittings and spaces in or about the said building as are necessary for passage to or user and occupancy of the said Flat or Unit or Car Parking Space in common and as are specified by the Developer expressly to be common parts after construction of the said building.

THE FOURTH SCHEDULE ABOVE REFERRED TO
(COMMON EXPENSES)

- a) The expenses of maintaining, repairing, re-decorating and renewing the main structure and in particular the drainage system, sewerage, rain water discharge arrangement, water supply system, supply of electricity to all common areas mentioned in the Third Schedule hereinabove written.
- b) The expenses of repairing, maintaining, white-washing and colour washing the main structure of the building including the exterior of the building and also the common areas of the building described in the Third Schedule hereinabove written.
- c) The costs of cleaning and lighting the entrance of the building, the passage and space around the building, lobbies, corridors, staircase and other common areas.
- d) Cost of decorating the exterior of the Premises.
- e) Cost of maintaining lift.
- f) Salary, Wages, Fees and Remuneration of Durwan, Sweeper, Liftman, Plumber, Electrician, Caretaker or any other person whose appointment may be considered necessary for maintenance and protection of the said Premises and administration and management of the affairs thereof.
- g) The Municipal taxes, Commercial Surcharge, Building Taxes, Urban Land Taxes, Water Taxes and other Rates and Taxes whatsoever as may be found payable on account of the said building.
- h) All common costs of Insurance of the said new building against earthquake, fire, lightning, mob-damage, civil commotion etc.
- i) All charges and deposits for supplies of common utilities to the Co-owners in common.
- j) All litigation expenses for protecting the said plot of land and the said building constructed in and upon the said plot of land.
- k) The office expenses incurred for maintaining the office of the Association of Occupiers to be formed for common purposes.
- l) All expenses referred above shall be borne and paid proportionately by the Co-purchasers on and from the date of taking over the possession of their respective Flat/Unit/Car Parking Space.

IN WITNESS WHEREOF the Parties herein set and subscribed their respective hands and seals on the day, month and year first above written.

SIGNED, SEALED AND DELIVERED

by the Vendor at Kolkata

in the presence of : -

1.

2.

Signature of the Vendor

SIGNED, SEALED AND DELIVERED

by the Purchaser(s) at Kolkata

in the presence of : -

1.

2.

Signature of the Purchaser(s)

Drafted by :-

Advocate

RECEIPT

RECEIVED of and from the within named Purchaser(s) the within mentioned sum of **Rs.** /- (**Rupees**) only as full and final consideration money under these presents as per Memo given below :-

MEMO OF CONSIDERATION

Total :-
Rs./-
.....

(**Rupees** **Only**)

WITNESSES :-

1.

2.

Signature of the Vendor

