

DEED OF CONVEYANCE

THIS DEED OF CONVEYANCE made on this _____ day of _____, 2023

BETWEEN

(1) SRI SUDHANSU KUMAR GHOSH (PAN: BGNPG8270Q) (Aadhar: 848684517116), (2) SRI PRAKASH CHANDRA GHOSH (PAN: ADSPG2319E), (Aadhar: 460039458771) both sons of Late Hrishikesh Ghosh, both by faith- Hindu, by Nationality- Indian, by occupation- Retired, (3) KUMARI SANDHYA GHOSH, (PAN: BPUPG1842J) (Aadhar: 464480334897),

daughter of Late Hrishikesh Ghosh, by faith- Hindu, by nationality- Indian, by occupation- House lady, they are all residing at 4, Dover Lane, P.O- Dover Lane, P.S.- Gariahat, Kolkata – 700029, hereinafter collectively referred to as the **“OWNERS”** (Which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its director(s), legal representative(s), successor(s)/successors in interest, administrators and assigns) of the **FIRST PART**

AND

M/S. DREAMLAND APARTMENT (PAN: AALFD0933G) a partnership firm carrying on business at 30, Panditia Terrace, P.O.- Sarat Bose, P.S.- Gariahat, Kolkata – 700 029, represented by its Partners (1) Smt. Parul Das (PAN: AGIPD7216R), (Aadhar: 203776589324), wife of Late Asim Ranjan Das, by faith- Hindu, by nationality- Indian, by occupation– Housewife, residing at 30, Panditia Terrace, P.O.- Sarat Bose Road, P.S.-Gariahat, Kolkata 700 029, (2) Smt. Suparna Das (PAN: AGIPD0115B) (Aadhar: 239030491074) wife of Sri Prabhas Chandra Das, daughter of Late Asim Ranjan Das, by faith- Hindu, by nationality- Indian by occupation– House wife, residing at 34/E, Subhas Nagar Road, Dum Dum Cantt. P.O.- Subhas Nagar, P.S.- Dum Dum, Kolkata – 700065, (3) Smt. Tapasi Adhikary (PAN: AFJPA2420E) (Aadhar: 828538528440) wife of Mrinal Kanti Adhikary, daughter of Late Asim Ranjan Das, by faith- Hindu, by nationality- Indian, by occupation- self employed, residing at 36F, Mahanirban Road, P.O.- Dover Lane, P.S.- Gariahat, Kolkata – 700 029, (4) Sri Tirthendu Das (PAN: AGHPD9970B), (Aadhar: 305301042162) son of Late Asim Ranjan Das, by faith- Hindu, by nationality- Indian, by occupation– Business, residing at 30, Panditia Terrace, P.O.- Sarat Bose Rad, P.S.- Gariahat, Kolkata – 700029, (5) Smt. Pinki Banerjee (PAN: AHFPB2755H), (Aadhar: 88569838916) wife of Sri Debasis Banerjee, daughter of Late Asim Ranjan Das, by faith- Hindu, by nationality- Indian, by occupation– Housewife, resident at 41/1C, Mansatola Lane, Kidderpore, P.O.- Monipur Dak Ghar, P.O.- Kidderpore, Kolkata – 700023, (6) Sri Debankur Mitra (PAN: ADKPM8214F) (Aadhar: 369248487146) husband of Late Sangamitra Mitra (who daughter of Late Asim Ranjan Das), son of Late Dipak Narayan Mitra, by faith- Hindu, by nationality- Indian, by occupation– Service, residing at Flat 11, Srikunj apartment, 60/2, Lake Road, P.O.- Sarat Bose Road, P.S.- Gariahat, Kolkata – 700029, hereinafter collectively referred to as the **“LESSEES/OTHER PART”** (Which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its director(s), legal representative(s), successor(s)/successors in interest, administrators and assigns) of the **SECOND PART**.

AND

(1) **M/S. ANUDIP DEVELOPERS PVT. LTD (PAN: AAMCA4600P)** a company registered under Companies Act, 1956 having its registered office at 167, B. B. Chatterjee Road, Orion Exotica Tower – 1, Flat – 10A, P.O. & P.S.- Kasba, Kolkata – 700042, represented by its director (1) Mr. Dipanjan Ray, (PAN: AGDPR3427) (Aadhar: 988380463478), son of Mr. Malay Kumar Ray, residing at premises No. 109/31B, Hazra Road, P.O.- Kalighat, P.S.- Tollygunge, Kolkata – 700026 and (2) **AMRAPALI HIRISE**, a proprietorship firm, sole proprietor (1) Ms. Amrapali Bose, (PAN: BQCPB4562M) (Aadhar 219248073919), daughter of Mr. Malay Bose, residing at 4/46, Bijaygarh, P.O.- Jadavpur, P.S.- Jadavpur, Kolkata – 700032, hereinafter jointly referred to as the **DEVELOPERS** (which expression shall mean and include their successors, successors in office legal heirs and/or assigns) of the **THIRD PART** and represented by Registered Power of Attorney being no. 0899 of 2020, registered at DSR-II, Alipore.

AND

1) **MR.** _____ (**PAN** _____, **Aadhar** _____ and **Mobile No.** _____) son of _____, by nationality – _____, by occupation – _____, residing at _____, **AND**
 2) **MRS.** _____ (**PAN** _____, **Aadhar** _____ and **Mobile No.** _____), wife of _____, by nationality – _____, by occupation – _____, residing at _____ hereinafter collectively referred to as the **“PURCHASERS”** (Which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its director(s), legal representative(s), successor(s)/successors in interest, administrators and assigns) of the **FOURTH PART**.

WHEREAS:

1. The owners become the owner of premises no. 4, Dover Lane by virtue of registered deed dated 18.02.1924 and recorded at KMC as premises no. 4, Dover Lane, Kolkata – 700029, Assesse no. 110860500164

2. By two indentures of lease deed dated 19th June, 1989, the owners of the premises No. 4 Dover Lane, Kolkata – 700 029, leased out 3/5th portion in favour of the Lessees for 999 years on the terms and conditions and at a consideration as mentioned in the Deeds of Lease. The said deeds are registered at Registrar of Assurance, Calcutta, being no. 6921 for the year 1989 and being no. 6920 for the year 1989.
3. The owners herein are undisputed owner of 2/5th portion of the premises No.4 Dover Lane, Kolkata – 700 029 and the Lessees are the Lessees for 3/5th portion of the premises for 999 years.
4. The owners and Lessees jointly submitted a plan before the Kolkata Municipal Corporation for construction of a Basement, Ground + 4 storied building and the said plan has been duly sanctioned being sanction plan No. 2017080042 on 7th August, 2017. In the record of the Kolkata Municipal Corporation, both the owners and the Lessees have been shown as owners, since the Lessees have leasehold right for 999 years.
5. The owners and lessees have entered into registered development agreement dated 21st January, 2020 being No. 0647 for the year 2020 registered in the office of District Sub-Registrar-II, Alipore, South 24 Parganas, with the developers for development and commercial exploitation of all that piece and parcel of land measuring an area of 4 cottah 13 chittaks 13 sq. ft. more or less comprised in premises No. 4, Dover Lane, P.O.- Gariahat, Kolkata- 700029, within the limits of Kolkata Municipal Corporation under Ward No. 86 under sub-registration office at District Sub-Registrar-II, Alipore, in the District of South 24 Parganas hereinafter referred to as the “**said premises**” morefully described in **SCHEDULE A** below on the terms and conditions mentioned in the said development agreement.
6. The owners and the Lessees have executed a general Power of Attorney being No.0899 for the year 2020 registered in the office of the District Sub-Registrar-II, Alipore, South 24 Parganas, in favour of the developers, inter alia, authorizing the developers to do certain acts in respect of premises No. 4, Dover Lane, P.O.- Gariahat, Kolkata- 700029, ward no. 86, as required and mentioned in the said Power of Attorney.
7. The developers have constructed a multi storied building on the said premises as per sanctioned plan No. 2017080042 dated 7th August, 2017 for construction of G+4 storied

building along with covered car parking spaces along with one said commercial unit in the ground floor approved by the Kolkata Municipal Corporation. Developer further got a sanction of an additional floor as per sanction plan no 2022080089 dated 29th September, 2022 from the Kolkata Municipal Corporation.

8. The purchasers were in need of a residential flat and approached the developers to purchase a flat and entire open terrace on the 5th floor in the multi storied building constructed by the developers and entered into an agreement for sale dated 30th November 2022 with the developers.
9. The developers being the absolute owner of the northern side of the _____ floor marked as _____ measuring about _____ SQ.FT super built up area of the _____ floor including _____ car parking space on the _____ side of the ground floor measuring about _____ sq. ft. (hereinafter together referred to as the “**said unit**”) and morefully described in **schedule “B”** being part of the developers allocation in terms of the aforesaid development agreement in respect of premises No 4, Dover Lane, P.O.- Gariahat, Kolkata-700029 **along with proportionate right to use and enjoy common areas and spaces and other common facilities in the building** is executing this conveyance in favour of the purchasers at a final consideration **Rs.** _____/- (_____) only plus 5% GST (detailed manner of payment of consideration is mentioned in **Schedule “C”**). The said building is free from all encumbrances and upon terms and conditions mentioned hereinafter.
10. AND WHEREAS the purchasers have been put in possession of the said unit. The purchasers are fully satisfied and have no claim of any nature whatsoever from the developers.

NOW THIS DEED OF CONVEYANCE WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS that in pursuance of the said Agreement, and in consideration of Rs. _____/- (**Rupees** _____) **only** excluding of GST paid by the Purchasers to the developers (the receipt of which the Developers hereby acknowledges) as per the **Memo of Consideration** below the Developers doth hereby sell, grant, transfer, convey, assign and transfer by way of this deed of conveyance unto the Purchasers the said unit , morefully and particularly

described in schedule B hereunder written TOGETHER WITH right of easement, appurtenant and common space adjoining the said unit and **TO HAVE AND TO HOLD** the said unit hereby granted and sold or intended to be with it and every of its right, members and appurtenances unto and to the use and benefit of the Purchasers forever to be held as heritable, transferable and immovable property within the meaning of the law in force for the time being subject to the rules, regulations and bye laws of the condominium/ Association of the flat Owners in the whole building and also subject to the payments of all rents, taxes, easements, rates, dues and duties now chargeable upon the same which hereafter become payable in respect thereof to the Government of West Bengal or any other concerned Authority or any other concerned Authorities **AND** free from all encumbrances, charges, liens, lispens, attachments, acquisitions and requisitions by the Government or any Government Agency or others and all other liabilities whatsoever **SUBJECT NEVERTHELESS** to the easements and quasi easements and other stipulations or provisions in connection with the beneficial use and enjoyment of the said unit and excepting and reserving unto the Developers and the other Flat owners and occupiers and in the said building such easements or quasi easements and other rights and privileges also subject to the Purchaser' covenant to bear and pay their proportionate share of common expenses to the Association/ Society/ Company formed by the owners/occupiers of the flats of the said building for maintenance of the said building shall cover the interests, easements, quasi easements , exceptions, reservations and privileges of the owners/occupiers only.

11. AND THE DEVELOPERS DOTH HEREBY COVENANT WITH THE PURCHASERS AS FOLLOWS:

- a. the Developers has in itself good right full power and absolute authority to grant convey, transfer, assign and assure the said unit hereby sold, granted, conveyed, transferred, assigned, assured and expressed so to be unto and to the use of the Purchasers absolutely in the manner aforesaid free from all encumbrances and liabilities whatsoever;
- b. the Developers shall from time to time and at all times hereafter, at the request and cost of the Purchasers, do and execute all such further and other lawful acts, deeds, things, matters, conveyances, assurances in law whatsoever for the better, further and more perfectly and

absolutely granting the said unit granted and sold unto and to the use of the Purchasers in the manner aforesaid as by the Purchasers shall be reasonably required.

- c. the said unit are not attached to any proceedings connected with the Department of Income Tax, Wealth Tax, Gift Tax or otherwise and no certificate has been filed in the Office of the Certificate Officer under the provisions of the execution of any Certificate at Public Demand Recovery Act and no steps has been taken in execution of any Certificate at the instance of the said Departments.
- d. the Purchasers shall be entitled to sell, gift, transfer, mortgage, lease, rent, assign or otherwise deal with the said unit right of common passages and spaces and portions and amenities etc. hereby acquired in the manner as the Purchasers shall think fit and proper subject to the terms and conditions laid down herein without any consent or objection of the other flat owners or the Developers, who has acquired right, title and interest similar to that of Purchaser or who might acquire the same in future.
- e. The percentage of the proportionate undivided interest shall remain unaltered at all points of time and the same shall always remain impartiable and indivisible and the owners shall be entitled to that as per the provisions of the West Bengal Apartment Ownership Act, 1972.

12. AND THE PURCHASERS DOTH HEREBY COVENANT WITH THE DEVELOPERS, AND/OR THE OWNERS OF THE OTHER FLATS/SHOPS IN THE SAID BUILDING AS FOLLOWS:

- a. The Purchasers shall abide by the bye laws, regulations etc. of the Association of the flat owners in the said building and shall bear and pay all the common expenses, such as proportionate share of tax till the said unit is separately assessed, proportionate cost of maintenance, repair, replacement of the common areas of the building, e.g. outer walls, stair case, lobby, entrance, terrace, landing, structure, rain water pipes, water tank and reservoir, plumbing, electrical wirings, drainage, common parts of the fixtures, cleaning expenses, security expenses, service charges etc.

- b. The right of the Purchasers shall remain restricted to the said unit, easement and adjoining common areas and appurtenants and to install electric meter in the meter space of the said building.
- c. The cost of maintaining, replacing, repairing, white washing, painting and decorating the main structure and particularly the common portions of the roof terrace and structure of the building, rainwater pipes, water tanks, motor pumps, tube well, gas pipes, electrical wires, sewerages, drains, transformers and all other common parts of the fixtures, fittings and equipment in, under or upon the building enjoyed or used in common by the Purchasers and the occupiers thereof, shall be borne by the said Society, Association or Company
- d. The Purchasers shall be liable and agree to make payment of the proportionate share of maintenance and Service charges regularly and punctually to the said Society, Association or Company/ developer on and from the date of taking possession of the property.
- e. If the Purchasers fails to pay the service charges or the charges for consumption of electricity regularly to the said Society, Association or Company, the electric and/or water supply connection to his/her unit may be disconnected.
- f. As long as the separate electric meter of the Purchasers is not installed he shall consume electricity from the joint meter and shall pay the charges including meter rent and other allied charges on the basis of reading from a sub-meter installed at his/her cost.
- g. The Purchaser shall be liable to pay the Municipal Taxes, Rates and other outgoing of the like nature in respect of his/ her unit in full.
- h. The Purchasers shall not cause or to be caused the common areas and spaces to become dirty and shall not accumulate or throw dirt, refuse, garbage, rubbish in the said unit or in the common areas or spaces.
- i. The Purchasers shall not do any work which would jeopardize the soundness or safety of the building, reduce the value thereof, impair any easement or cause disturbance and annoyance to the other owners;

- j. The Purchasers shall not add or demolish any material structure or excavate any additional basement and for doing such things the unanimous consent of the other owners in the building should be obtained first;
- k. The purchasers shall not make any construction in the building without the permission of the developers and other owners after registration.
- l. The Purchasers shall not display any hoardings, placards or signboards on the building or anywhere else in the said premises except on the unit owned by him. It is also made expressly clear to them that in no event the Purchaser shall be entitled to put any permanent apparatus or thing protruding outside the outermost wall of the said building or make any construction temporary or permanent at the exterior of the building.
- m. The Purchasers shall keep the internal portions of the said unit in good and sound conditions so as to support and protect the other parts of the building.
- n. The Purchasers shall not use stove or "chulas" in the stairs or in the common parts and shall not allow smoke to spread in the other parts.
- o. The Purchasers shall have their names mutated in the records of the concerned Authority.
- p. The purchasers shall not use the said unit for any illegal purpose whatsoever or make any unauthorized constructions in the said unit contrary to the laws of the land. In the event the purchaser misuses the said unit by carrying illegal activities, the purchasers shall be held liable for the same.
- q. The right of the purchasers shall be restricted only to the said unit.
- r. The Purchasers hereby confirm, assure and affirm that the purchasers will not put any obstruction of any nature whatsoever or howsoever on the construction that may be made by the Developer in case of further sanction is given by the KMC on the said Premises and selling the space to any party on construction or otherwise the Purchasers are neither entitled to nor eligible in any manner whatsoever to any right or interest in or on any subsequent sanction that may be given by the KMC or construction made on the basis of the said sanction on the

said premises the Developer shall have the exclusive right over all future construction on the basis on any future sanction by the KMC.

- s. Notwithstanding what has been stated elsewhere in this Deed of Conveyance it is made abundantly clear that the right title and interest of the Purchasers are confined only to the said unit and the Owners/Developers are entitled to sell and/or dispose of all other portions of the said premises to any third party at its sole discretion and to which the Purchasers under no circumstances shall be entitled to raise any objections.
- t. The purchasers shall not use the common areas of the building and not block the egress and ingress of the building in any manner causing disturbance to the other owners by parking two-wheelers or four-wheelers and using the same for personal or commercial use.
- u. The purchasers shall have no objection if the open areas in the said Building as well as the said Premises including all car/two wheelers parking spaces which are not required for egress to and/or ingress from the said Unit and/or the areas which do not form part of the Common Parts and portions will be the exclusive property of the developer with absolute right to sell, transfer and/or otherwise dispose of the same or any part thereof.

13. **NAME OF THE BUILDING:**

The name of the building shall be “_____” and such name shall not change at any time.

14. **POSSESSION:**

And the developers hereby confirm and record that it has on execution hereof put the purchasers in quiet, peaceful and vacant possession of the said unit.

15. **JURISDICTION:**

Only the Courts having territorial jurisdiction over the said premises shall have the jurisdiction in all matters relating to and/or emanating out of this Conveyance.

16. **ACCORD AND SATISFACTION**

The purchasers on execution of this deed of conveyance and being put in possession is completely satisfied and has no claims whatsoever against the developers.

17. **DUE DILIGENCE**

The purchasers have conducted proper due- diligence and is satisfied with the title passed on to him by the owners/developers and shall have no future claims.

THE SCHEDULE “A” ABOVE REFERRED TO

(Said Premises)

ALL THAT piece and parcel of land measuring an area of 4 cottah 13 chittaks 13 sqft more or less together with the building named as “ _____ ” at or upon premises no. 4, Dover Lane, P.O. – Gariahat, Kolkata – 700029, within the limits of Kolkata Municipal Corporation under Ward no. 86 under sub-registration office at District Sub-Register-II, Alipore in the Dist. of South 24 Parganas butted and bounded by:

On the North : 1/1, Nandi Street, Kolkata – 700029

On the South : KMC Blacktop Road

On the East : 2, Dover Lane, Kolkata – 700029

On the West : 6, Dover Lane, Kolkata – 700029

THE SCHEDULE “B” ABOVE REFERRED TO

(Said unit)

PART –I

(FLAT)

ALL THAT residential _____ floor flat being Flat No. _____ measuring about _____ Sq. Ft. super built up area of the _____ floor with vitrified Tiles morefully and particularly described and shown in “**RED**” colour border in the **Plan** annexed with this Deed, in the Premises No. 4, Dover Lane, Gariahat, Kolkata- 700029, Ward No. 86, P.S. & P.O. - Gariahat.

PART II-

(CAR PARKING SPACE)

All that _____ car parking space on the Ground floor measuring – approximately _____ Sq. Ft. being number _____ on the _____ side morefully and particularly described and shown in

“RED” colour border in the **Plan** annexed with this Deed, in the Premises No. 4, Dover Lane, Gariahat, Kolkata- 700029, Ward No. 86, P.S. & P.O. - Gariahat.

THE SCHEDULE “C” ABOVE REFERRED TO

(Consideration)

Received Rs. _____/- (Rupees _____) only
excluding of GST towards total consideration from the Purchaser in the manner as follows:

Memo of Consideration

<u>Sl. Nos.</u>	<u>Date</u>	<u>Transaction Details</u>	<u>Drawn on</u>	<u>Amount (Rs.)</u>	<u>GST Amount (Rs.)</u>
1.					
2.					
Total					

WITNESSES

1.

2.

SIGNATURE OF THE DEVELOPERS

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

SIGNED SEALED AND DELIVERED

By the DEVELOPERS at Calcutta in

The presence of “

WITNESSES

1.

2.

SIGNATURE OF THE DEVELOPER

SIGNED SEALED AND DELIVERED

By the PURCHASERS at Calcutta in

The presence of “

WITNESSES:

1.

2.

SIGNATURE OF THE PURCHASERS

MADE THIS DAY OF , 2023

BETWEEN

M/S. ANUDIP DEVELOPERS PVT. LTD.

..... Developer

A N D

MR. _____, **MRS.** _____

.... Purchasers

DEED OF CONVEYANCE

UTPAL MAJUMDAR ADVOCATES LLP

Hastings Chamber

7C, Kiran Sankar Roy Road,

3rd Floor, Room No. 3A,

Kolkata – 700001.