

DEED OF CONVEYANCE

THIS DEED OF CONVEYANCE is made on this Day of **TWO**
THOUSAND AND TWENTY THREE (2023)

BETWEEN

AATREYEE NIRMAN PRIVATE LIMITED (PAN-AAHCA1189Q) a Company duly registered under the provisions of the Companies Act, 1956, having its registered office situated at 9/12 Lal Bazar Street, Mercantile Building, Block – C, 3rd Floor, Police Station : Hare Street, Post Office : Lalbazar, Kolkata -700 001, duly represented by its **CEO MRS. JAYATHEE ROY (PAN: ACXPR9705L) (AADHAR 5220 0548 5454)**., wife of Sri Indrajit Roy, by Nationality: Indian, by Faith – Hindu, by Occupation: Business, residing at 50, Goraksha Basi Road, Police Station : Dum Dum, Kolkata- 700 028, District North 24- Parganas, hereinafter referred to as the **"OWNER/DEVELOPER"** (which terms or expression shall unless excluded by or repugnant to the context be deemed to mean and include its successors, successors-in-interests and assigns) of the **FIRST PART**.

AND

And

1.**MRS..... (PAN:) (ADHAAR.....) son of**
.....**2. (PAN:.....)**
(ADHAAR.....) Wife/Son of, both by faith-
....., by Occupation-....., both residing at.....,Post Office-
..... , Police Station-..... , West Bengal, Pin-.....,hereinafter called and referred to as the 'PURCHASER/ALLOTTEE' (which term and expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his/her/its/their heirs, executors, administrators, successors, successors-in-interests, represent **SECOND PART**.

WHEREAS:-

- A.** Whereas one Mohan Lal Saha through his natural guardian purchased a piece and parcel of land measuring about 1 Bigha 08 Cottahs 10 1/2 Chittaks but as per physical measurement 1 Bigha 9 Cottahs 28.8 Sq. ft. from M/s Associated Building Society Ltd. by way of a Sale Deed dated 08.11.1950, duly registered with the office of the Sub

Registrar of Cossipore Dum Dum and recorded in Book no.I, Volume no.65, Pages 71 to 75, Being no.4001 for the year 1950.

- B.** And whereas said Mohan Lal Saha died intestate leaving behind his wife Lailee Saha, one son Vikram Saha and one daughter Monali Das as his legal heiresses and heir who jointly inherited the aforesaid land measuring about 1 Bigha 9 Cottahs 28.8 Sq. ft. left by deceased Mohan Lal Saha.
- C.** And whereas said Vikram Saha executed a Power of Attorney dated 19.09.2012 and appointed his mother Lailee Saha as his constituted attorney in respect to his respective undivided share of the aforesaid property and the same was duly registered with the office of the Additional Registrar of Assurances-III, Kolkata and recorded in Book no.IV, CD Volume no.9, Pages 426 to 434, Being no. 5683 for the year 2012.
- D.** And whereas said Monali Das executed a Power of Attorney dated 17.08.2012 and appointed her mother Lailee Saha as her constituted attorney in respect to her respective undivided share of the aforesaid property and the same was duly registered with the office of the Additional Registrar of Assurances-III, Kolkata and recorded in Book no.IV, CD Volume no.8, Pages 705 to 713, Being no. 4987 for the year 2012.
- E.** And whereas said Lailee Saha for self and on behalf of Vikram Saha and Monali Das sold, transferred and conveyed a part of land measuring about 23 Cottahs together with structure standing thereon unto and in favour of M/s Aatreyee Nirman Pvt. Ltd. by way of a Sale Deed dated 17.07.2013 and the same was duly registered with the office of the Additional District Sub Registrar of Cossipore Dum Dum and recorded in Book no.I, CD Volume no.17, Pages 8035 to 8051, Being no.7039 for the year 2013.
- F.** And whereas said Lailee Saha for self and on behalf of Vikram Saha and Monali Das sold, transferred and conveyed rest part of land measuring about 6 Cottahs 28.8 Sq. ft. together with structure standing thereon unto and in favour of M/s Aatreyee Nirman Pvt. Ltd. by way of a Sale Deed dated 17.07.2013 and the same was duly registered with the office of the Additional District Sub Registrar of Cossipore Dum Dum and recorded in Book no.I, CD Volume no.18, Pages 4085 to 4100, Being no.7036 for the year 2013.

- G.** And whereas aforesaid two plots of land amalgamated into a single plot measuring about 1 Bigha 9 Cottahs 28.8 Sq. ft. and accordingly said M/s Aatreyee Nirman Pvt. Ltd. becomes the absolute owner of all that piece and parcel of land measuring about 1 Bigha 9 Cottahs 28.8 Sq. ft. together with structure standing thereon.
- A.** The Developer obtained a sanctioned plan from the North Dum Dum Municipality **bearing plan No.842** dated 2017-2018 and commenced the construction of a Project Namely **ANJWAINEE**.
- H.** During the course of construction the developer out of its allocation, intended to sell and the Purchasers herein, intended to purchase **ALL THAT** one Self Contained Residential Flat being **Flat No** **Carpet measuring** **square Feet more or less area on the** **Floor** **more or less on the Ground floor** of the multi storied building out of the Developers' Allocation at the multistoried building namely **"ANJWAINEE"** along with undivided proportionate share in land Beneath the said Building along with other common facilities more fully and particularly described in the **SECOND SCHEDULE** written hereunder and the parties entered into an **Agreement for Sale dated.....**
- I.** The said Flat is now since completed and the Purchasers have duly satisfied themselves as to the constructions, measurements, materials used, workmanship, the scheme of the Project and upon such satisfaction have now proceeded to have the Deed of Conveyance executed in his favour in respect of **ALL THAT** one Self Contained Residential Flat being **Flat No** **measuring about** **Square Feet more or less including Carpet** of the multi storied building out of the Developers' Allocation at the multistoried building namely **ANJWAINEE"** at and for the agreed consideration of **Rs...../-(Rupees.....) only**.
- J.** The Owner and the Developer herein have specifically represented to the Purchaser that the said flat is free of encumbrances, charges, liens, lispends, demands, claims, hindrances, attachments, debts, dues, acquisitions and requisitions whatsoever and further without any interference, disturbance and obstruction whatever from any person whomsoever and corner and manner and that the Owner and the Developer has full right, title and interest in the Said Flat and has full right and authority to assign and transfer all his right, title and interest therein and the Owner and the Developer herein further declare that the clear title to the Said Flat and its appurtenances belongs to the Owner and the Developer herein absolutely and that no other person or persons have any

right, title or interest whatsoever therein by way of sale, gift, exchange, inheritance, lease, lien or otherwise in the Said Flat and that notwithstanding anything herein contained, any act, deed, matter or thing of whatsoever nature done by the Owner and the Developer herein or any person or persons lawfully or equitably claiming by from through or in trust for them, the Owner and the Developer herein have themselves full right, power and absolute authority to sell or transfer to the Purchaser herein the Said Flat and his right, title and interest in the said property and that the Owner and the Developer herein have not done or committed or omitted to do any act, deed, matter or thing whereby the ownership, possession and/or occupation of the Said Flat by the Purchaser herein may be rendered illegal and/or unauthorized for any reason or on any account .

NOW THIS DEED OF CONVEYANCE WITNESSETH AS FOLLOWS:- In consideration of the sum of Rs...../-(Rupees) **only paid by the Purchaser herein to the Developer** (receipt whereof the Developer hereby by the memo hereunder written acknowledges and admits and discharge from every part thereof acquit discharges and exonerate the Purchaser/s) **the Owner and/or Developer** doth hereby sell, transfer and convey unto and in favour of the Purchaser/s herein the said flat purchase **ALL THAT** one Self Contained Residential Flat being **Flat No** **Measuring Carpet about** **Square Feet more or less.....sq.ft. more or less on the Ground floor** of the multi storied building out of the Developers' Allocation at the multistoried building namely "**ANJWAINEE**" along with undivided proportionate share in land Beneath the said Building along with other common facilities (more fully and particularly described in the **SECOND SCHEDULE** lying and situated at and upon the Premises described in the **FIRST SCHEDULE** hereunder written TOGETHER WITH other common facilities and amenities and the right in common over the common areas and spaces around the building TOGETHER WITH ALL the things permanently attached thereto or standing thereon and all the privileges , easements , profits, advantages , rights and appurtenances whatsoever to the said land and other the premises or any part thereof belonging or anywise appertaining thereto And ALL the estate, right, title, Interest, use, possession, benefit, claim and demand whatsoever at law or otherwise of the Owner and/or Developer to the said piece of land and over the premises hereby conveyed and every part thereof **TO HAVE AND TO HOLD** the same unto and to the use and benefit of the Purchaser/s absolutely and forever, subject to the payment of all rents, rates, taxes, assessments, dues and duties now chargeable and payable and that may become chargeable and payable from time to time hereafter In respect of the same to the Government or any other public body or local authority in respect thereof and the Owner and/or Developer assure that The Purchaser shall be entitled to the rights, benefits and

privileges attached to the said flat and appurtenances thereto including the right to the enjoy the common areas (including undivided proportionate interest in land) and in Common Parts & Portions of the Building as described in the THIRD SCHEDULE for the use occupation and enjoyment of the said flat as detailed hereunder written and/or described and the Purchaser shall enjoy the Common Easements as are described in the FOURTH SCHEDULE hereunder written and the Purchaser shall bear the Common expenses as detailed in the FIFTH SCHEDULE hereunder written and /or described.

A) Purchasers agrees and covenants:

- i)** TO OBSERVE the rules framed from time to time by the DEVELOPER for quiet and peaceful enjoyment of the Building as a decent place for living.
- ii)** The purchasers hereby agrees that the Developer shall have full and absolute right without any interference to develop further and other Phases of ANJWAINEE and /or any other project of the developer on the adjacent land which may either be acquired by the Developer or suitable arrangements with regard thereto may be entered into by the Developer and It shall be independent and a right secured with the developer to enlarge and/or extend and/or expand the said project and construct additional blocks in the adjoining land that may be acquired subsequently by the developer, the purchasers(s) in that event shall raise no objection in any manner whatsoever and shall co-operate with the Developer and the developer shall every right to open an access for ingress and egress to the adjoining land in future and the purchasers has no objection in any manners. The Developer and /or any other project of the developer and the Occupiers of units at other phases of other Phases of ANJWAINEE shall have the right to use the approach road and other common areas and facilities comprised the entire project, for which the purchasers shall not raise any objection of whatsoever nature and waives the right to raise any such objection and in any event the Developer shall have a perpetual right of ingress and egress over the project common passages, pathways, internal roads for which the purchasers shall not raise any objection of whatsoever nature and waives the right to raise any such objection.
- iii)** TO ALLOW the DEVELOPER with or without workmen to enter into the said FLAT for the purpose of maintenance and repairs.
- iv)** All raw materials have been procured by the Developer by external sources

and after the possession of the said flat have been delivered to and taken by the Purchasers from the Vendor/Developer in terms of the Agreement, the Purchasers shall not be entitled to raise any objection for any items of work, quality or work or materials used or to be used for any installation works in the said flat or any portion thereof or any other portion of the said building nor shall prefer any claim against the Vendor/Developer in respect thereof on any ground whatsoever and waives the right to raise any such claim and under all circumstances the liability of the Developer shall be limited to carrying out repairs and the purchaser shall not claim any compensation whatsoever. The Purchasers will enjoy all common facilities mentioned in the Agreement.

- v)** TO PAY and bear the common expenses and other outgoings and expenses since the date of possession and also the rates and taxes for and/or in respect of the said building in and/or common parts/areas and wholly for the said FLAT and/or to make deposit on account thereof in the manner mentioned hereunder to or with the DEVELOPER. Such amount shall be deemed to be due and payable on and from the DATE OF POSSESSION irrespective of the Purchaser taking actual possession of the said FLAT at a later date or the said FLAT has been taken possession of or not by the Purchaser .
- vi)** TO PAY charges for electricity in or relating to the said FLAT wholly and proportionately relating to the COMMON PORTIONS.
- vii)** TO PAY maintenance charges, both Fixed and Variable Charges, regularly as indicated in the FIFTH SCHEDULE below, on the basis of the bills as raised by the DEVELOPER, without claiming any deduction or abatement in any manner or on any account, from the date of possession. The Purchaser further accept and confirm that on default of payment of maintenance charges by the Purchaser , the DEVELOPER shall have the right to disconnect the water connection to the said FLAT.
- viii)** NOT TO sub-divide the said FLAT and/or the parking space or any portion thereof.
- ix)** NOT TO do any act deed or thing or obstruct the construction or completion of the said building in any manner whatsoever and notwithstanding any temporary construction in the Purchaser enjoyment of the said FLAT.

- x)** NOT TO throw dirt, rubbish or other refuse or permit the same to be thrown or accumulated in the said building and/or compound or any portion of the building.
- xi)** NOT TO store or bring and allow to be stored and brought in the said FLAT any goods of hazardous or combustible nature or which are so heavy as to affect or endanger the structures of the building or any portion of the building, any fittings or fixtures thereof including windows, floors etc. in any manner.
- xii)** NOT TO hang from or attach to the beams or rafters any articles or machinery which are heavy or likely to affect or endanger or damage the construction of the building or any part thereof.
- xiii)** NOT TO do or cause anything to be done in or around the said FLAT which may cause or tend to cause or that amount to cause or affect any damage to any flooring or ceiling of the said FLAT or adjacent to the said FLAT or in any manner interfere with the use and rights and enjoyment thereof or any open passages or amenities available for common use.
- xiv)** NOT TO damage or demolish or cause to be damaged or demolished the said FLAT or any part thereof or the fittings and fixtures affixed thereto.
- xv)** NOT TO make in the said FLAT any structural addition and/or alteration such as beams, columns, partition walls etc. or improvement of a permanent nature.
- xvi)** NOT TO use the said FLAT or permit the same to be used for any purpose whatsoever other than residential purpose and shall not use for the purpose which may or is likely to cause nuisance or annoyance to occupiers of the other portions of the said building or to the Owner and occupiers of the neighboring premises or for any illegal or immoral purpose.
- xvii)** NOT TO claim any right whatsoever over and in respect of the COMMON PARTS AND PORTIONS .
- xviii)** TO ABIDE by the building rules and regulations.
- xix)** NOT TO claim partition of its undivided right, title and interest in the land

attributable to the said FLAT.

THE FIRST SCHEDULE

LAND

PART I (TOTAL LAND AREA)

ALL THAT piece and parcel of land measuring about 1 Bigha 9 Cottahs 28.8 Sq. ft. together with structure standing thereon lying and situate at Mouza-Uttar Nimta, J.L. no. 2, R.S. no. 102, Touzi nos.172 and 174 comprised in C.S. & R.S. Dag nos. 8222 and 8227 under C.S. & R.S. Khatian nos. 935, 1448 and 1449, R.S. Khatian nos. 2335 and 2728, being Holding no. 105(68/1), M.B. Road (previous Holding no. 68(60), Dr. S.C. Roy Sarani), Ward no. 12(Old-11), within the limits of the North Dum Dum Municipality, P.S.-Nimta, Kolkata- 700051 butted and bounded on the south by: 36 feet M.B.road, on the north by: Land of Madhusudan Seth, on the east by: Canal, on the west by: 16 feet wide municipal road.

PART-II

LAND AREA OF BLOCK- B

ALL THAT piece and parcel of land measuring about 1 Bigha 3 Cottahs lying and situate at Mouza-Uttar Nimta, J.L. no. 2, R.S. no. 102, Touzi nos.172 and 174 comprised in C.S. & R.S. Dag nos. 8222 under C.S. Khatian nos.935,1448,1449 R.S. Khatian no. 2728, being Holding no. 105(68/1), M.B. Road (previous Holding no. 68(60), Dr. S.C. Roy Sarani), Ward no. 12(Old-11), within the limits of the North Dum Dum Municipality, P.S.-Nimta, Kolkata- 700051 butted and bounded on the south by: Dag no. 8222(P) and 8821(P), on the north by: Dag no. 8222(P), on the east by: Canal, on the west by: S.C Roy Sarani Road

THE SECOND SCHEDULE

(FLAT AND/OR UNIT)

ALL THAT piece and parcel of the FLAT AND/OR UNIT no. on the Floor of the building, in 'Project 'ANJWAINEE BLOCK B' containing by Rooms, Dining cum Living,..... Toilets, Kitchen and Deck estimation an area of Sq. ft (Carpet Area) be the same a little more or less of the said building and One Covered Common Car Parking containing by estimation an area ofsq. ft. (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 Block/Building appurtenant thereto AND TOGETHER WITH the proportionate share in common parts portions areas and facilities to comprise in the said Residential Area/Complex.

THE THIRD SCHEDULE ABOVE REFERRED TO

(Common Parts & Portions)

The Owner along with other Co-owner, occupiers, society or association or company shall allow each other the following easement and quasi easement right, privileges, etc.

1. The foundations, columns, beams, supports, grinders, entrance and exists, sky streets, corridors, stair, staircase of the building, boundary wall and main gate, staircase and staircase landing.
2. Lift machine room and lift well of the said building .
3. Common passage and common areas.
4. Water pumps, overhead water tank and underground water reservoirs, water pumps and other common plumbing installations, pump room and ventilation ducts.
5. Electrical (conceal type) wiring, motors, fittings fixtures for lighting the staircase, lobby and other common areas (excluding those as are installed for any particular flat).

6. Such other common parts/areas equipments, installations, fixtures, fittings, covered and occupy of the flats and are assessments of necessary of the building.
7. The purchaser will use the ultimate roof of the said building commonly with other co-owner of the said building.
8. A.C. Community Hall.
9. A.C. Gym.
10. Temple.
11. Intercom with Security System.
12. Water De ionization system.
13. 24 Hrs Power Back up.

THE FOURTH SCHEDULE ABOVE REFERRED TO :
(Easement)

The Co-Owners shall allow each other, the Vendors, the following rights, easements, quasi-easements, privileges and/or appurtenances:

- i) The right common passage, uses and movement in all the Common areas.
- ii) The right of passage of utilities, including connection for telephones, pipes, cables, etc. through each and every part of the said building, including the said unit.
- iii) Right of support, shelter and protection of each portion of the said building by other and/or others thereof.
- iv) The absolute unfettered and unencumbered right over the Common Areas SUBJECT TO the terms and conditions herein contained.
- v) Such right, supports, easements and appurtenances as are usually held, used, occupied or enjoyed as part or parcel of the said unit and the rights and properties appurtenant thereto.

- vi) The right, with or without workmen and necessary materials, to enter upon the Building, including the said Unit or any other Unit, if any, for the purposes of repairing any of the Common Areas or any appurtenances to any Unit and/or anything comprised in any Unit, in so far as the same cannot be carried out without such entry and in all such cases, excepting emergency, upon giving 48 hours previous notice in writing to the Co-Purchasers affected thereby.

THE FIFTH SCHEDULE ABOVE REFERRED TO
(Common Expenses Proportionate)

1. Establishment and all other capital and operational expenses of the Holding Company.
2. All charges and deposits for supply, operation and maintenance of common utilities.
3. All charges and expenses for deployment/engaging and appointment of security service agency and /or personnel and all allied expensed connected and/or incidental thereto..
4. All charges for the electricity consumed for the operation of the common machinery and equipment.
5. All expenses for insuring the Complex, inter alia, against earthquake, flood, rain, fire, mob violence, damages, civil commotion, etc.
6. All litigation expenses incurred for the common purposes and relating to common use and enjoyment of the Block Common Portions at the Block level and/or Complex Common Portions at the Complex level.
7. All costs for maintaining, operating, replacing, repairing, white-washing, painting, decorating, re-decorating, re-building, re-constructing, lighting and renovating the Block Common Portions at the Block level and/or Complex Common Portions at the Complex level, including the exterior or interior (but not inside any FLAT AND/OR UNIT) walls of the Blocks.

8. All expenses for running and operating all machinery, equipments and installations comprised in the Block Common Portions at the Block level and/or Complex Common Portion at the Complex level, including lifts, Generator, if any changeover switches, CC TV, if any, EPABX, if any pumps and other common installations including, their license fees, taxes and other levies (if any) and expenses ancillary or incidental thereto and the lights of the Block Common Portions at the Block level and/or Complex Common Portion at the Complex level.
9. Municipal Tax, surcharge, Multistoried Building Tax, Water Tax and other levies in respect of the Block at the Block level and in respect of the Complex at Complex level save those separately assessed on the Purchaser/s.

10. The salaries of and all other expenses on the staff to be employed for the Common Purposes, viz. manager, caretaker, clerks, security personnel, liftmen, sweepers, plumbers, electricians etc. including their perquisites, bonus and other emoluments and benefits.

IN WITNESS WHEREOF the Parties hereto have set and subscribe their respective hands and seal hereunto this the day, month and year first above written.

WITNESSES:

2. Name

JAYATI ROY alias JAYATHEE ROY

.....

PURCHASER

MEMO OF CONSIDERATION

RECEIVED from the within named Purchasers the within mentioned **Rs...../-(Rupees)** **only** way of total consideration money as per Memo below :-

Cheque Date	Cash/ Cheque No.	Bank & Branch Name	Amount (in Rs)
TDS			Rs.
TOTAL			Rs.

Rs.....

WITNESSES:

- 1.
- 2.

DEVELOPER