

DEED OF CONVEYANCE

THIS DEED OF CONVEYANCE is made on this the day of
....., Two Thousand and Twenty Three, **2024, A.D.**

BETWEEN

SRI AJOY PAUL, son of Sri Anil Paul, by faith Hindu, by occupation business, residing at 16, Purbachal Bidhan Road, P.O. Haltu, P.S. Kasba now Garfa, Kolkata -700 078 hereinafter shall be called and referred to as the '**DEVELOPER /BUILDER**' (which term of expression shall unless excluded by or repugnant to the context be deemed to mean and include executors, successors/ successors-in-office, administrators, legal representatives, nominees, and/or assignaj as the party of the FIRST PART.

AND

[1] SHRI SUNIL KUMAR BISWAS, son of Late Sudhanshu Bimal Biswas, by faith Hindu, by occupation- Business, residing at 15, Purbachal Bidhan Road, PO Haltu, P.S. Garfa, Kolkata 700078; (2) SHRI ABINASH BISWAS, son of Late Sudhanshu Bimal Biswas, by faith- Hindu, by occupation Business, residing at 15, Purbachal Bidhan Road, P. G. Haltu, P.S. Garfa, Kolkata 700078, [3] SHRI MUKUNDA RAM BISWAS, son of Late Sudhanshu Bimal Biswas, by faith- Hindu, by occupation Business, residing at 15, Purbachal Bidhan Road, P. O.. Haitu, P.S.- Garfa, Kolkata-700078; [4] SHRI RABIN BISWAS, son of Late Sudhanshu Bimal Biswas, by faith Hindu, by occupation Business, residing at 15, Purbachal Bidhan Road, P. O. Haltu, P.S. Garfa, Kolkata: 700078 and [5] SMT SHEFALI DUTTA (BISWAS), wife of Shri Golak Dutta and daughter of Late Sudhanshu Bimal Biswas, by faith- Hindu, by occupation- Business, residing at F-58, Bapuji Nagar Colony, P. O. Regent Estate, P.S. Regent Estate, Kolkata 700092 hereinafter jointly shall be called and referred to as the "OWNERS" (which expression unless excluded by or repugnant to the context shall include their respective legal heirs, executors, administrators, successors, legal representatives and assigns of the ONE PART

AND

M..... a company incorporated under the Indian Companies Act, 1956 having it's registered address at, under Police Station -, Kolkata - represented by it's one of the directors namely son of late Syed by faith by occupation --..... resident of under P.S. -, Kolkata - for the purpose of execution of this deed, hereinafter referred to as the **PURCHASER** (which expression unless repugnant to the context shall mean to include the legal transferees, legal representatives, successors in office etc.) of the SECOND PART

WHEREAS one Sneha Prava Majumdar, wife of Shri Manindra Lal Majumdar of Haltu as Vendor therein against valuable consideration mentioned therein, sold, conveyed, granted, transferred, assured ALL THAT piece and parcel of Shali land measuring more or less 04 Cottahs 0 Chittacks 0 Bft out of the said 5 Cottahs 0 Chittacks 0 Sift of Shali land comprised in R.S. Dag No. 1725 corresponding to C.S. Dag Nos. 1425 of Touzi No. 155, J.L. No.19, R. 8. No. 02, recorded in R.. Khatian No. 1541 corresponding to C.S. Khatian No. 805, Sub Khatian No. 857 Sefali Dutta Makindajam Būway, Rabin Biswas. Alwmash Biswas, Sunil Rumati Binvers situated at Mouja Garia Gram, PS-Jadavpur, Sub Registry Office at Alipore, District 24 Parganas (South) to and unto the use of one Shri Sudhangshu Bimal Biswas of Purbachal, Haltu, 24 Parganas (South). The said deed was registered on 22 day of December, 1964, at the office of the Sub Registrar at Alipore, 24 Parganas (South) and recorded in Book No. 1, Vol. No.181 from Page No.24 to Page No.26, as Being No.9599 for the year 1964 and thereafter Sneha Prava Majumder, made a deed of declaration for correction /rectification the original Deed No. 9599 of 1964 and the said Deed of declaration was registered in the office at S.R. Alipore District 24 parganas and recorded in Book No. 1, Volume No. 36, pages 268 to 269, being No. 2614 for the year 1966.

WHEREAS Shri Sudhangshu Bimal Biswas while seized and possessed of the aforesaid land and property, built a two storied residential building thereat and the said property was assessed as 1000, Purbachal Main Road, Calcutta - 700 078 under Ward No. 106 of the Kolkata Municipal Corporation.

AND WHEREAS said Shri Sudhangshu Bimal Biswas died intestate on 13.07.1997 leaving behind him surviving his legal heirs namely (1) Smt Puspa Rani Biswas (Wife), (2) Shri Abinash Biswas (Son), (3) Shri Sunil Kumar Biswas (Son), (4) Shri Mukunda Ram Biswas (Son), (5) Shri Rabin Biswas (Son) and (6) Smt Shefali Dutta (Biswas) (Married Daughter) as his inheritors in his place as per the Hindu Succession Act, 1956.

AND WHEREAS said Puspa Rani Biswas died intestate on 22.08.2013 leaving behind her surviving her legal heirs namely: (1) Shri Abinash Biswas (Son), (2) Shri Sunil Kumar Biswas (Son), (3) Shri Mukunda Ram Biswas (Son), (4) Shri Rabin Biswas (Son) and (5) Smt Shefali Dutta (Biswas) (Married Daughter) as her inheritors in her place as per the Hindu Succession Act, 1956.

AND WHEREAS in the manner as aforesaid by way of inheritance, Shri Abinash Biswas, Shri Sunil Kumar Biswas, Shri Mukunda Ram Biswas, Shri Rabin Biswas and Smt Shefali Dutta (Biswas) became rightful joint owners in respect of ALL THAT piece and parcel of Shali land measuring more or less 04 Cottahs 0 Chittacks 0 Sit comprised in R.S. Dag No. 1725 corresponding to C.S. Dag Nos. 1425 of Touzi No. 155, J.L. No.19, R. S. No. 02, recorded in R.S. Khatian No.1541 corresponding to C.S. Khatian No. 805, Sub Khatian No. 857 situated at Mouja Garfa Gram, P.S-Jadavpur, Sub Registry Office at Alipore, District 24 Parganas (South) being Premises No. 1000, Purbachal Main Road, Kolkata - 700 078, P.S.- Garfa, Kolkata- 700078 within Ward No. 106 of the Kolkata Municipal Corporation, hereinafter referred to as SCHEDULE -'A' property.

AND WHEREAS thus the present owner became entitled to ALL THAT piece and parcel of Shali land measuring more or less 04 Cottahs 0 Chittacks 0 Sit comprised in R.S. Dag No. 1725 corresponding to C.S. Dag Nos. 1425 of Touzi No. 155, J.L. No. 19, R. S. No. 02, recorded in R.S. Khatian No. 1541 corresponding to C.S. Khatian No. 805, Sub Khatian No. 857 situated at Mouja - Garfa Gram, P.S-Jadavpur, Sub Registry Office at Alipore, District 24 Parganas (South) being Premises No. 1000, Purbachal Main Road, Kolkata 700 078, P.S.- Garfa, Kolkata- 700078 within Ward No. 106 of the Kolkata Municipal Corporation and are paying the municipal nexes punctually and regularly as Assessee No. 31-106- 16-1000-9 and are enjoying the same free from all encumbrances, hereinafter referred to as SCHEDULE-'A' property.

AND NOW WHEREAS the Owners herein of the Schedule A property herein approached the Developer herein with the proposal to develop the Schedule - A property herein to construct a bigger multi storied building upon the said amalgamated land in accordance with the building plan to be sanctioned by the Kolkata Municipal Corporation for residential purpose comprising of several self contained flats and car parking space for mutual profits, interest and benefits on or over the said property more fully and particularly mentioned and described in the Schedule - A hereunder written on the terms and conditions which have been mutually discussed and settled by and between parties herein.

AND WHEREAS the Owners have specifically represented to the Developer that they are the absolute Owners of the property more fully and particularly mentioned and described in the Schedule - A hereunder written where upon such representation the Developer have bonafidely believed that the Owners are absolutely seized and possessed of well and sufficiently entitled to the said premises in its entirety as the Owners thereof and they have full right and Sefali Dutta Mukunda ram Birag Rabin Biswas. Sunil Kumar BENELabsolute authority of alienation or transfer of the same or any portion thereof without any let, hindrance, claim, question or demand being raised by anybody in this behalf and have also declared and confirmed that they have not yet executed any sort of instrument like sale, lease, gift, mortgage, charge or Agreement for sale. Tenancy and Development Agreement with regard to the said property with anybody / bodies, person / persons, concern/concerns, company / companies and authority/authorities.

AND WHEREAS it has been agreed by and between the parties hereto that the Developer shall develop and/or cause to be developed the said properties more fully described in the Schedule - A herein below by demolishing old premises in the manner as has been agreed upon by and between the parties hereto and as hereinafter provided.

NOW THIS INDENTURE WITNESSETH that in pursuance of the consideration of the said total sum of Rs./- (Rupees) only, the true and lawful money of the Union of India paid by the Purchasers to the Owner, for proportionate share of land and cost of construction of the said building, on or

before the execution of these present and of and from the payment of the same both hereby acquit, release and forever discharge to the Purchasers of self-contained residential Flat in complete and finished condition. The Vendors/Developer both hereby grant, transfer, convey, sell, assigns and assure to and unto and in favour of the Purchasers, free from all sorts of encumbrances **ALL THAT** the finished self contained Flat, measuring a bit more or less (.....) sq.ft. super built up area together with half the depth in the floor and the roof of the said unit measuring (.....) sq.ft. more or less including together with common right to use lift and stair up to roof and all ways, paths, passages and common enjoyment of the roof of the building at the absolute exclusion of any right and authority both of the Owners/Vendors/Developer to construct any further floor or floors on the present roof, drains, water courses, water reservoir on the ground floors, electric motor pump, meter room, overhead water tanks on the roof of the said building and all water pipe lines connected with the said building from the water reservoir and tanks and sewer line and other pipe lines etc. together with undivided proportionate share of right, title and interest on land and other right, liberties, easements, appendages, appurtenances and estate right, title, interest, property, claim whatsoever of the Vendors and the Developer/Attorney in the said Flat and a , free from all sorts of encumbrances to hold the same absolutely and forever situate, lying at, more fully and particularly mentioned and described in the **SECOND SCHEDULE** hereunder written and delineated in the **PLAN** or **MAP** annexed hereto, bordered in **RED verges**, hereinafter referred to as the "said Flat and a " **AND** all the estate, right, title, interest, inheritance use, trust, possession, property, claim and demand whatsoever both at law and in equity of the Vendors and the Developer in and upon the said Flat to be used by the Purchasers for their residential purposes, hereby granted sold, transferred, conveyed, assigned and or intended so to be and also to the production of and or inspection for all lawful purposes upon payment of all costs and expenses there upon, reasonable notice of all deeds, paths, muniments, writings and evidence of title whatsoever relating to or concerning the said Flat, at any time heretofore were or was or hereafter shall or may be in the custody, possession or power of the Vendors and the Developer **TO HAVE AND TO HOLD** the said Flat and the said hereby granted, sold, transferred, conveyed, assigned and assured or expressed or intended so to be unto and to the use of absolutely and forever for a perfect and indefeasible estate or inheritance in fee simple in possession without any manner of condition use, trust or other thing

whatsoever to alter defect, encumber or make void the said, and the Vendors and Developer/Attorney doth hereby covenant with the Purchasers that notwithstanding any acts, deeds, matter, assurances or thing whatsoever made, done, executed, occasioned or suffered to the contrary, Vendors/Developer are now lawfully rightfully and absolutely seized and possessed of or otherwise well and sufficiently entitled to **ALL THAT** the said Flat and the said hereby granted, sold, transferred, conveyed, assigned and assured or expressed or intended so to be unto and to the use of the Purchasers for a perfect in indefeasible estate or inheritance in fee simple in possession without any manner of hindrance lawful eviction, interruption claim or demand whatsoever from or by the Vendors /Developer any person or persons lawfully or equitably claiming or to claim from, under or in trust for the Vendors and the right and privileges as to the restriction hereunder and that free and clear and freely and clearly and absolutely acquitted, exonerated or discharges or otherwise by the Vendors well and sufficiently saved, defended, keep harmless and indemnified of and from and against all the manner of former or other estate, encumbrances, claim, demands, charges, liens, lispence, debts and attachments, whatsoever had made done executed, occasioned or suffered by the Vendors and the Attorney or any person or to claim from, under or in trust for the Vendors and Developer/Attorney and that free and clear and freely and clearly and absolutely acquitted, executed, discharged or otherwise by the Vendors or the Developer/Attorney well and sufficiently saved defended kept harmless and indemnified of other estate, right, title, lease, mortgage, charges, trusts, wakf, debtor, attachments, executions, lispences, claim, demand and encumbrances, whatsoever made done occasional or equitably claiming or to claim by from through under or in trust for the Vendors and **FURTHER THAT** the Vendors and all persons having or lawfully claiming and estate, right, title, interest whatsoever in the said Flat and the said hereby granted, sold, transferred, conveyed, assigned and assured or any part thereof from under or in trust for the Vendors shall and will from time to time and at all times hereafter at their request and cost of the Purchasers do and execute all such deeds, acts, matters, assurances and things whatsoever for further better or more perfectly and effectually granting, transferring, conveying, assigning and assuring the said Flat and the said hereby granted, sold, transferred, conveyed, assigned, assuring the said Flat and the said hereby granted, sold transferred, conveyed, assigned and assured and every part thereof unto and to the use of the Purchasers in the manner aforesaid shall or may be reasonably required and that the Purchasers hereby covenant with the

Vendors/Developer that the Purchasers will and shall maintain the Flat properly and shall keep the same in good condition so that it may not cause any danger and/or prejudicially effect the other floors and flat **AND** the Vendors/Developer have now in themselves good rightful power and absolute authority to grant, sale, transfer, convey, assign and assure by these presents the said Flat and the said hereby granted, sold, conveyed, transferred, assigned and assured or expressed or intended so to be unto and to the use of the Purchasers in the manner aforesaid and that the Purchasers shall and may from time to time and all times hereafter peaceably and quietly hold, use, possess and enjoy the said Flat and the said hereby granted, sold, transferred, conveyed, assigned and assured or expressed or intended so to be unto and to the use of the Purchasers in the manner aforesaid and to receive the rents, issues and profits thereof without any lawful eviction, interruption, claim or demand whatsoever from or by the Vendors and Attorney or other Co-Owners of the said Building and that they will pay their share or rates and taxes proportionately, relating to the said building until separation and mutation is effected in respect of the said Flat and the said and the separate assessment is made thereby and shall always pay the rates of maintenance charges for the expenditures of the common parts of the Building as will be reasonably assessed by the building committee and/or Owners' Association and that they will and shall not incur, cut, damages any of the main walls, roofs, common stair case, common passage and or common sewers so as to cause damages to the said Ground Plus Three Storied Building with Lift facility and or the said premises and further that the Purchasers shall and will bear jointly with the other Flat/Space Owner or Co-Sharers as the case may be, the costs for maintenances of the common stair case, common passage, and or common sewers and further that Purchasers shall and will bear jointly with the other Flat Owners or Co-Sharers as the case may be, the costs for maintenances of the common stair case, common passage and common sewers and common parts of the building as mentioned earlier **AND THAT** the Vendors /Developer and the Purchasers hereby had agreed with each other that the Purchasers shall be entitled to enjoy and install electric meter on one of their own name for the aforesaid Flat in the meter room at their own costs and also telephone and cable connection separately in the said Flat and that the water supply shall be from the over head water reservoir of the roof and the water will be lifted from the Ground Floor water tank connected with water, of the said building and the Purchasers shall share the pro-rata costs or electricity charges and or generators costs if installed, with other co-owners of the other Flats

and or tenants of the said building and that the stair case/lift leading to the said flat from the Ground Floor up to roof and the passage for ingress and egress from the road to the building and to the stair case/lift shall be used by the Purchasers and or their men, agents, servants etc. commonly with the other co-owners and or tenants of the said building and that the Developer/Attorney shall render all possible help and co-operation to the Purchasers for the purpose of mutation of the Purchasers' name jointly in the Assessment Record of the Kolkata Municipal Corporation concerning the said Flat and the said of the Purchasers in proportion of the said Flat and the said hereby sold and conveyed towards the payment of Municipal Taxes and other outgoings payable in respect of the said premises directly to the authorities concerned and the said rates and taxes etc. and the Purchasers shall also be entitled to sell, lease, mortgage, gift or otherwise alienate the said Flat and the said hereby sold and conveyed towards the payment of Municipal Taxes and other outgoing payable in respect of the said premises directly to the authorities concerned and that the said rates and taxes etc. and the Purchasers shall also entitled to sell, lease, mortgage, gift or otherwise alienate the said Flat and the said hereby sold and conveyed, subject to the terms herein contained to any person or persons without the consent of the Vendors/Developer/Attorney or any other Co-Owners who may have acquired before and whom may hereafter acquire any right title and interest acquired by the Purchaser or Purchasers under the terms these presents and that the Purchasers' undivided interest in the soil as more fully described in the **FIRST SCHEDULE** hereunder written shall remain common for all times to come that is to say that the Purchasers shall become Co-Owners and Co-Sharers for all times to come in respect of the soil and or ground of the said building proportionately with the other co-owners who may hereafter or heretofore have acquire right title and interest in the soil of the said premises. The Purchasers shall abide by the rules and regulations of the committee of the building.

FIRST SCHEDULE (SCHEDULE - "A" PROPERTY

ALL THAT piece and parcel of basu land measuring more or less 04 Cottahs 0 Chittacks 0 Sft comprised in R.S. Dag No. 1725 corresponding to C.S. Dag Nos.1425 of Touzi No. 155, J.L. No.19, R. S. No. 02, recorded in R.S. Khatian No. 1541 corresponding to C.S. Khatian No. 805, Sub Khatian No. 857 situated at Mouja - Garfa Gram, P.S-Jadavpur, Sub Registry Office at Alipore, District 24

Parganas (South) being Premises No. 1000, Purbachal Main Road, Kolkata - 700 078, P.S.- Garfa, Kolkata- 700078 and mailing address 15, Purbachal Bidhan Road, Kolkata - 700 078, P.S.- Garfa, Kolkata- 700078 within Ward No. 106 of the Kolkata Municipal Corporation and are paying the municipal taxes punctually and regularly as Assessee No. 31-106-16-1000-9 and are enjoying the same free from all encumbrances, butted and bounded by:-

ON THE NORTH: By Dag No. 1427. 4_4E

ON THE SOUTH: By Dag No. 1425.

ON THE EAST: By Dag No. 1425.

ON THE WEST: By 12 feet wide K.M.0 Road.

THE SECOND SCHEDULE ABOVE REFERRED TO
(THE FLAT AND SOLD IN FAVOUR OF
THE PURCHASERS)

ALL THAT _____ of self- contained residential Flat being No. on the Floor, side, measuring about sq.ft. more or less carpet area up area, comprising of together with the undivided proportionate share and interest in the land underneath the said building and all common rights over the common areas and facilities at Municipal Premises and the said Flat and the said are delineated and demarcated in the PLAN or MAP annexed herewith and colour with **RED border**, which will be treated as part of this Indenture.

THE THIRD SCHEDULE
(COMMON AREA AND FACILITIES)

- a.** The land on which the building is located, all easement and quasi-easements rights, dominant heritage etc. belonging to land and building.
- b.** The foundation columns, griders, supports main wall, lobbies, stair, staircase, ways, Lift, Lift Room, entrance and exists of the building.
- c.** The easements and wards.
- d.** Installation of common services such as powers, lights, water, sewerage etc.

- e. Tanks pump, meters, compressors, pipes and tubes and general apparatus and installations existing for common use and passage and paths etc.
- f. All other parts of this property necessary for convenient to the existence, maintenance and safety of the building and common enjoyment or normally in common use.
- g. Boundary walls.
- h. Electric meter, pump and switches fixed in the common areas.
- g. common parking for two wheeler and cycles.

THE FOURTH SCHEDULE
(DESCRIPTION OF THE COMMON EXPENSES)

1. All cost of maintenance, operating, replacing, white colour washing, painting, decorating, rebuilding, reconstruction, redecorating, lighting the common portions and common areas of the Building included.
2. All charges and deposits for suppliers of common utilities to the Owners in common.
3. Proportionate share of Municipal Tax, water tax and other levies in respect of the land and building save those separately assessed of the Purchasers' Unit.
4. Proportionate share of insurance premium for insuring the Building.
5. All litigation expenses for the common purposes and relating to the common use and enjoyment of the common portions.
6. Electricity charges for the electrical energy, consumed for the operation of the common service.
7. Costs of maintenances, repairs and replacements of common Installations.
8. Fees and charges from all services and consultation and advices required to be obtained from time to time in respect of and/or in relation to the common purposes and common utilities.
9. All other expenses, taxes and other levies as may become necessary or incidental or liable to be paid by the Purchasers in common including such amount as may be fixed for creating a fund for replacement, renovations, repairing and/or repairing of the common portions.

THE FIFTH SCHEDULE

(OTHER RULES AND REGULATIONS)

- a) The Purchasers will not be entitled to claim partition of the undivided proportionate share in the land and or the common parts of the building and roof and or in respect of the common service and utilities therein.
- b) The Owners' Association shall have the power and authority to such rules and regulations for the common purposes as may be the other or the Association may consider reasonable but not inconsistent with the provisions of the W.B. Apartment Ownership Act, 1972 and the Purchasers shall abide by the same.
- c) The Purchasers shall become members of the Association and shall apart from paying proportionately all costs and expenses relating thereto, sign such forms, papers, documents, memorandums articles, declarations, constitution, rules and regulation as may be necessary and reasonably required for the purpose.
- d) The Purchasers cannot do additions or alterations or constructions of permanent nature in the outside of the said flats or any part thereof which will effect the structure and/or of the building.

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hand and signature to these presents on the day, month and year first above written.

SIGNED, SEALED & DELIVERED

Presence of:-

WITNESSES:-

1.

(SIGNATURE OF THE OWNERS/VENDORS)

2.

(SIGNATURE OF THE PURCHASERS)

.....
**(SIGNATURE OF THE BUILDER/
DEVELOPER/ATTORNEY)**

Drafted and Prepared By

MEMO OF CONSIDERATION

RECEIVED of and from the within named Purchasers the within mentioned sum of Rs. /- (Rupees) only, as full and final consideration money of the Flat and the of this Deed, as per following Memo:-

MEMO:-

TOTAL

.....
Rs.
.....

(RUPEES) ONLY.

WITNESSES:-

1.

SIGNATURE OF THE

2.

OWNER/DEVELOPER