

DEED OF CONVEYANCE

THIS DEED OF CONVEYANCE IS MADE ONTH DAY
OF TWO THOUSAND TWENTY
THREE

BETWEEN

1. **PRNOTI DUTTA** wife of Late Biswanath Dutta, daughter of Late Bhabani Charan Dutta **PAN IAQPD7218R, Aadhaar 9532 3547 4553** by occupation – Housewife, by faith - Hindu, by nationality - Indian,

2. **PRADIP DUTTA** son of Late Biswanath Dutta, **PAN ADUPD5033F, Aadhaar 5861 5413 4397** by occupation – Business, by faith - Hindu, by nationality - Indian,

3. **SUDIP KUMAR DUTTA** son of Late Biswanath Dutta, **PAN ADUPD5034C, Aadhaar 8333 1987 6070** by occupation – Business, by faith - Hindu, by nationality - Indian,

all are residing at Bolpur Trisulapatty, P.O & P.S – Bolpur, District – Birbhum, West Bengal, Pin – 731204, hereinafter called the "**VENDORS/OWNERS**" (which term or expression shall unless excluded by or repugnant be deemed to mean and include their heirs, executors, successors, administrators, legal representatives and assigns) of the **FIRST PART**. The owners are represented by their **constituted Attorney** (Development Power of Attorney Being Book I, Deed no **030303022** for the year **2023** of the Bolpur A.D.S.R Office) "**B N CONSTRUCTION**" a sole Proprietorship having its principal place of Business at Bolpur, Trisulapatty, P.O & P.S – Bolpur, District – Birbhum, West Bengal, Pin – 731204, represented by **PRADIP DUTTA** son of Late Biswanath Dutta having **PAN ADUPD5033F, Aadhaar 5861 5413 4397** by occupation – Business, by faith - Hindu, by nationality - Indian, residing at Bolpur, Trisulapatty, P.O & P.S – Bolpur, District – Birbhum, West Bengal, Pin - 731204,

AND

"**B N CONSTRUCTION**" a sole Proprietorship having its principal place of Business at Bolpur, Trisulapatty, P.O & P.S – Bolpur, District – Birbhum, West Bengal, Pin – 731204, represented by **PRADIP DUTTA** son of Late Biswanath Dutta having **PAN ADUPD5033F, Aadhaar 5861 5413 4397** by occupation – Business, by faith - Hindu, by nationality - Indian, residing at Bolpur, Trisulapatty, P.O & P.S – Bolpur, District – Birbhum, West Bengal, Pin - 731204, hereinafter collectively referred to as the **DEVELOPER/ CONFIRMING PARTY** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their respective heirs, successors, executors, administrators, legal representatives and assigns) of the **SECOND PART**.

AND

1. son of **PAN.....**,
Aadhaar, by occupation-, by faith
-, by Nationality Indian

2. son of **PAN.....**,
Aadhaar, by occupation-, by faith
-, by Nationality Indian

Both are residing at Post Office Police
Station:, District –, West Bengal,
Pin

hereinafter jointly called the **“PURCHASER/S”** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his/her/their heirs, successors, executors, administrators, legal representatives and assigns) of the **THIRD PART**.

WHEREAS one Biswanath Dutta was the previous owner of 13 decimal lying and situated at Mouza - Kalikapur, J.L. No. - 98, R.S. & L.R Plot no 57/1500, under P.S. Bolpur, A.D.S.R.O - Bolpur, District - Birbhum.

AND WHEREAS while seized and possessed of the aforesaid property without any interruption or encumbrances by the aforesaid Biswanath Dutta transferred measuring an area of 2.60 Decimal land lying and situated at Mouza - Kalikapur, J.L no 98 comprised R.S & L.R Plot no - 57/1500, within the jurisdiction of Bolpur Municipality, Additional District Sub-Registrar Bolpur, District Birbhum, to Pradip Dutta and an area of 2.24 decimal land lying and situated at Mouza - Kalikaur, J.L no 98 comprised R.S & L.R Plot no - 57/1500, within the jurisdiction of Bolpur Municipality, Additional District Sub-Registrar Bolpur, District Birbhum, to Sudip Kumar Dutta by virtue of a Deed of Gift dated 05.01.2000 duly registered in the office of A.D.S.R Bolpur being deed no 143 for the year 2000.

AND WHEREAS after obtained the R.S & L.R Plot no - 57/1500 of Mouza - Kalikapur, J,L no 98 within the jurisdiction of Bolpur Municipality Additional District Sub-Registrar Bolpur, District Birbhum, Pradip Dutta and Sudip Kumar Dutta duly recorded their names in L.R.R.O.R in Khatian no 1282 and 1283 respectively.

AND WHEREAS Biswanath Dutta died leaving behind his wife Pronoti Dutta and two son Pradip Dutta and Sudip Kumar Dutta as his legal heirs as per Hindu Succession Act 1956.

AND WHEREAS after the death of Biswanath Dutta his rest portion of R.S. & L.R Plot no – 57/1500 of Mouza – Kalikpur, J.L no 98 under P.S – Bolpur, District – Birbhum devolved upon his three legal heirs Pronoti Dutta, Pradip Dutta and Sudip Kumar Dutta in equal share.

AND WHEREAS Pronoti Dutta, Pradip Dutta and Sudip Kumar Dutta after the death of Biswanath Dutta became the absolute owners of 08.16 decimal of land of R.S & L.R Plot no – 57/1500 of Mouza – Kalikpur, J.L no 98 under P.S – Bolpur, District – Birbhum.

AND WHEREAS Pronoti Dutta, Pradip Dutta and Sudip Kumar Dutta duly recorded their name in L.R.R.O.R in Khatian no 5039, 5040 and 5041 respectively and Bolpur Municipality and paying necessary municipal taxes and also paying necessary rent with the B.L& L.R.O.

AND WHEREAS Pronoti Dutta, Pradip Dutta and Sudip Kumar Dutta are the absolute owners and possessor of all that piece or parcel of the said land measuring an area of **6.57** Decimal, lying and situated at Mouza - Kalikpur, J.L no 98 comprised R.S. & L.R Plot no 57/1500 under L.R Khatian no – 5039,1282 & 1283 within the jurisdiction of Bolpur Municipality, Additional District Sub-Registrar Bolpur, District Birbhum.

AND WHEREAS while seized and possessed of the aforesaid property the said Pronoti Dutta, Pradip Dutta and Sudip Kumar Dutta mutated their name in the records of local Bolpur Municipality being Municipal Holding no 149/143/82 & 150/144/83/A, under ward no 12 (13+14) and had been paying municipal taxes regularly.

AND WHEREAS now Pronoti Dutta, Pradip Dutta and Sudip Kumar Dutta the party of the First Part herein, have decided to develop the said property, but due to paucity of fund and lack of time and experience have mutually agreed to give the said job of development to "**B N CONSTRUCTION**" the party here of the **SECOND PART** herein and accordingly executed a Registered Development Agreement dated **17th day of February 2023** which was duly registered in the office of the Additional District Sub-Registrar Bolpur and therein recorded in **Book no. 1, Volume no. 0303-2023, pages 30386 to 30416 Being no. 030301508 for the year 2023** and to that effect also executed a Registered Development Power of Attorney dated **2nd day of March 2023** which was duly registered in the office of the Additional District Sub-Registrar Bolpur and therein recorded in **Book no. 1, Volume no. 0303-2023, pages 62095 to 62115, Being no. 030303022, for the year 2023.**

AND WHEREAS with a view to develop the said land mentioned in the First Schedule hereunder written the Developer duly applied for building plan in the name of Landlords before Bolpur Municipality, consisting of residential cum commercial building/s with car parking/two wheeler parking, common facilities and other allied structure and the same were sanctioned by the Bolpur Municipality for the purpose of construction of a new building consisting several independent FLAT/SHOP as ownership basis.

AND WHEREAS the Developer and Owners/Landlords have/had several meetings and discussion regarding the distribution of Owner's and Developer's Allocation in the said project as per terms mentioned in the aforesaid Development Agreement and finally both the parties herein have come to a proper conclusion to that effect.

AND WHEREAS by and under an agreement made between the Vendors, Purchasers and the Developer herein the Vendors and Developer have agreed to sell and purchaser/s have also agreed to purchase one self-contained and independent FLAT being No '.....', on the Floor of the building namely "**BISWANATH APARTMENT**" having super build up area of **sq. ft.** and a four wheeler covered garage measuring **sq. ft** in ground floor under the said apartment mentioned in the Second schedule below with undivided proportionate share of the land mention in the First Schedule below together with undivided proportionate share of land as well as interest of the common areas, parts and facilities in the said building with free from all encumbrances at a total consideration of **Rs.**/- **(Rupees only).**

AND WHEREAS the Developer has already finished the construction of the said multi-storied building on the land mention in the First Schedule herein under and as well as completed said FLAT mention in the Second Schedule as per the said building plan duly sanctioned by the Bolpur Municipal authority and in terms of the agreement made between the parties herein.

NOW THIS INDENTURE WITNESSETH that in pursuance of the aforesaid agreement and in total consideration of **Rs.**/- **(Rupees only)** more fully and particularly described in the **Memo of Consideration** below paid by the Purchaser/s in favour of the Vendors and Developer on or before the execution of these presents (the receipts whereof the Vendors and Developer hereby grant and acknowledge) do hereby grant, convey, release, transfer and assigns by way of sale to and unto the Purchasers forever ALL THAT self-contained and independent FLAT being No

‘.....’ on the **Floor** of the building namely "**BISWANATH APARTMENT**" having super build up area of **sq. ft.** and a four wheeler covered garage measuring **sq. ft** in ground floor-under the said apartment more fully and particularly described in the **Second Schedule** below and also delineated with ‘RED’ colour in the plan annexed herewith together with undivided proportionate share of land as well as interest of the common areas, parts and facilities in the said building more fully mentioned in third schedule below.

AND together with appurtenance, belonging to or in anywise appertaining to or with the same or any part thereof usually hold, occupied or enjoyed or reputed or known as part or numbered thereof or be appurtenant thereto and all estate, right, title, interest, use, inheritance, property, possession, benefit, claim and demand whatsoever of the Vender and Developer into or upon the said premises hereby granted and sold or intended so to be with every rights, messages, appurtenances unto and to the benefit of the Purchaser forever to be held as heritable and transferable immovable property within the meaning of any law for the time being in force subject to the payment of all rents, taxes, assessments, rates, dues and duties now chargeable upon the same or which may hereafter become payable in respect thereof to the Government of West Bengal, municipal authority and any other authorities concerned and subject to the condition that the said FLAT will be used by the Purchaser for residential purpose only.

AND THE VENDORS AND DEVELOPER BOTH HEREBY JOINTLY AND/OR SEVERALLY COVENANT WITH THE PURCHASERS AS FOLLOWS:-

- i) That the Vendors now have in good right, full power and absolute authority to grant, convey and sell the said FLAT hereby granted and sold or intended so to be unto and to the use of the Purchaser/s in the manner aforesaid.
- ii) That the Purchaser/s shall and may at all times hereafter peacefully and quietly enter upon, hold, occupy, possess and enjoy exclusively the said FLAT with appurtenances and receive the rates, issues, income and profits thereof and of every part thereof for his/her/their own use and benefit without any suit, eviction, disturbances, interruption and claim and demand from or by the Vendors or any person lawfully claiming or to claim by from under or in trust for the Vendors or any person lawfully claiming or to claim any estate, right or interest whatsoever at law in the said premises hereby granted, sold, expressed so to be from under or in trust for the Vendors.
- iii) That the said FLAT is free and clear and freely and clearly and absolutely and forever released and discharged or otherwise by the Vendors and the developer herein as well as sufficiently saved kept harmless and indemnified or from and against all former and other estate, title charges, encumbrances whatsoever and made, executed, occasioned or suffered by the Vendors as also the developer or any persons lawfully claiming or to claim by or in trust for the vendors.
- iv) That the vendors shall from time to time and at all times hereafter at the request and cost of the Purchaser/s do or execute or cause or cause to be done or executed all such further and other lawful and reasonable acts, deeds, things, matters in law whatsoever for the better and further convenience and assurances and more perfectly and absolutely granting the said FLAT hereby granted and sold unto and to

the use of the Purchaser/s in the manner aforesaid as is reasonably required.

- v) That the Purchaser/s shall be entitled to all privileges and rights including the right of vertical and lateral support easements, quasi-easement, appendages and appertaining whatsoever belonging to or in any way appertaining to the said FLAT or otherwise hereby intended so to be held, used or appertaining thereto as herein after more fully specified and for specified and for egress and ingress to or over the top roof for the purpose of use in common with other co-owners including cleaning and/or repairing of overhead R.C Tank, fixing T.V antenna and drying of clothes etc.
- vi) That the Purchaser/s shall also be entitled to sell, lease, mortgage or otherwise alienate his/her/their right, title and interest in the said FLAT mention in the Second Schedule herein after with appurtenances thereto hereunder conveyed without the consent of the Vendors and the developer to any person or persons at his/her/their own discretion.
- vii) That the Purchaser/s shall be entitled to install separate electric meter in respect of the FLAT in his/her/their own name and at the costs of the Purchaser/s and shall have the right to install the said meter at the common portion of meter installation place in the said building.
- viii) That after selling out the FLAT of said apartment, the developer shall form a FLAT owners association to maintain the said "**BISWANATH APARTMENT**" properly and in good habitable condition. All the FLAT owners shall be member of the said association compulsorily and as soon as the said association is formed the management and/or the developer of the said building shall vest their powers/rights and responsibilities to the said FLAT owners association.

- ix) That the Purchaser/s their servant, agents, employees, customer and invitees shall have the right of access in common with the other persons at all times and for all reasonable business purposes connected with the use and enjoyment of the said FLAT and the other facilities of the building including laying of telephone lines and cable in and within the said housing complex including the said building and the right of way in common as aforesaid at all times and for all purposes connected with reasonable use and enjoyment of the said FLAT and the path ways comprised within the said housing complex and the land appurtenant thereto.
- x) That the developer hereby declare that the said building including the said FLAT has been constructed and completed in good workmanship according to the sanctioned plan and building bye-laws and/or other laws with the best available building materials and under the guidance and overall supervision of Architect.
- xi) That the Purchaser/s hence forth has acquired or may shall hereafter acquire the right, title and interest in the said land and in the common areas and facilities as described in the First and Third Schedule respectively in proportion to the build-up area of their respective FLAT.

AND THE PURCHASER/S HEREBY COVENANT WITH THE VENDORS AND THE DEVELOPER AND/OR OTHER FLAT OWNERS OF THE APARTMENT AS FOLLOWS:-

- a) That the Purchaser/s shall abide by the bye-laws of the said condominium and shall bear and pay their proportionate share or part

in the common usage expenses required by the Association of the Flat Owners.

- b) That the Purchaser/s will exclusively responsible for payment of all Municipal rates and taxes and other public outgoings and impositions whatsoever (collective rates) payable in respect of the said FLAT from this date and regularly pay the Rates for their respective allocation to the concerned authorities.
- c) That the Purchaser/s or other flat owners shall not do anything which would be prejudicial to the interest and safety of the other flat owners and other flat owners in the said apartment or reduce the value thereof cause any obstruction for enjoyment or easements, appurtenant to any flat and also the said building, nor shall the Purchaser add any material structures or excavate any additional basemen or cellar without, in every such case, the unanimous consent of all other flat owners and flat owners in the said condominium being first obtained.
- d) That the Purchaser/s shall use the said flat hereby granted and/or conveyed for residential purpose only and not for any other purpose which may not cause any nuisance or hazard to the other occupiers of the complex.
- e) That the Purchaser/s will not claim any right of interest in respect of any other portion of the said building save and except the said flat which has been conveyed to him/her/them and he/she/they will observe, perform and comply with all the terms, covenants, stipulations and restrictions mentioned in the several schedules hereunder.
- f) That the Purchaser/s hereby declare and confirm all the above said terms, covenants, stipulations and restrictions and will regularly pay the common usage expenses (monthly maintenance charges) every

month at the rate as decided by the Flat Owners Association or any competent authority or by Facility Management Company for the purpose.

- g) That the Purchaser/s shall not throw or accumulate any dirt, rubbish, waste or refuse or permit the same to be thrown or accumulated in or about the New Building or in the compound, corridors or any other portion or portions of the New Building except the specified places.
- h) That the Purchaser/s shall not leave or keep any goods or other items for display or otherwise in the lobbies, staircases, corridors or at other places of common use and enjoyment in the Building and no hindrance shall be caused in any manner in the free movement and use of the lobbies, staircases, corridors and other places for common use and enjoyment in the Building and shall not demolish or permit demolition of any wall or other structure in their respective units or any portions, major or minor, without the written consent of the Developer and /or of the Association.

:- THE FIRST SCHEDULE ABOVE REFERRED TO :-
(Description of the land of the Owners)

ALL THAT undivided **Dokan** land measuring about **6.57** (Six point Five Seven) Decimal which is lying and situated at Mouza - **Kalikapur**, J.L. No. - **98**, R.S. & L.R., Plot No. **57/1500** under L.R Kahtian No **5039, 1282 & 1283**, Holding No. **149/143/82 & 150/144/83/A**, under ward no **12 (13+14)** of

Bolpur Municipality, P.S. **Bolpur**, A.D.S.R.O - **Bolpur**, District - **Birbhum**
Entire property is butted and bounded by :-

ON THE NORTH : House of Pradip Dutta.
ON THE SOUTH : 10 ft wide Road.
ON THE EAST : Plot no 55.
ON THE WEST : 60 ft wide Road.

(Near Trisulapatty Road)

:- THE SECOND SCHEDULE ABOVE REFERRED TO :-

(Description of the Sold Flat)

ALL THAT self-contained and independent Residential Flat being **FLAT No** ".....", on the **floor**, measuring a covered area **sq. ft.**, super-built-up area **Sq. ft.** with **Vitrified Tiles** flooring including the undivided impartible proportionate share or interest over the Land as described in the First Schedule herein above, consisting of **Bed Rooms**, **Living cum Dining**, **Drawing room**, **Kitchen**, **Toilet and** **Balcony** on the Floor side facing, and a four wheeler covered garage measuring **120 sq. ft** with **cemented floor** in ground floor in the aforesaid multi-storied apartment building namely "**BISWANATH APARTMENT**" situated and lying at and being Holding no. **149/143/S2 & 150/144/83/A**, under ward no **12 (13+14)** of Bolpur Municipality P.S. -

Bolpur, District – Birbhum, Pin – 731204, which is delineated in the plan annexed herewith in red colour, including all the easement right and other rights, common facilities of the said housing complex and all appurtenances more fully described in **THIRD** and **FORTH SCHEDULE** herein after written, within the limits of Bolpur Municipality and within the local jurisdiction of Additional District Sub-Registrar of Bolpur. With Lift, Which is butted and bounded as follows:-

ON THE NORTH :
ON THE SOUTH :
ON THE EAST :
ON THE WEST :

:- THE THIRD SCHEDULE ABOVE REFERRED TO :-
(Cost of maintenance of common service & facilities)

1. Cost of maintenance, repairing, re-decorating etc. of the main structure and in particular the gutters, fresh and rain water-pipe drains, sewers, overhead water storage tanks, septic tank and electric wires, motors, generators and other appliances and passages in or under or upon the building and enjoyed or used by the Purchasers in common with the other occupiers of the building and the main entrance, passages landings, staircases of the building enjoyed by the Purchaser/s or used by them in common as aforesaid.

2. Cost of cleaning and lighting the passages, landing, lift, staircase and other parts of the building as enjoyed or used by the Purchasers in common as aforesaid.
3. Cost of working and maintenance of light and service charges.
4. Cost of maintenance and decorating the exterior of the building.
5. Municipal rates and taxes save those separately assessed.
6. Cost of charges of establishment for maintenance of the building and the salaries of all persons employed for the same,
7. All charges and deposit for supply of common facilities.
8. All legal expenses appertaining to the maintenances and protection of the said building and disputes regarding claims and/or demands from Municipality and/or local authorities.
9. All charges for maintaining the office for common purpose.

-.: THE FOURTH SCHEDULE ABOVE REFERRED TO :-

(Common Right & Facilities)

1. The said land described in the First Schedule hereinabove written.
2. The foundation, columns, beams, supports, main walls, stair, lift, stairways and entrances and exit of the building.
3. Concealed electrical wiring and fittings and fixtures for lighting in the staircase, common passage and other common areas in the building and the said land.
4. Drains and sewers from the building to the Municipal ducts.

5. Staircase and lobbies.
6. Water Pump and meter together with the space required therefore, deep tube well, overhead tank and distribution pipes from the tank to different units and from deep tube well to the overhead tank.
7. Water and evacuation pipes from the units to drains and sewers common to the building.
8. Boundary walls and main gate of the said land.
9. It is clarified that the common portion shall include the open space reserved in the said land surrounding the said building which is left open as per building regulations. The parapet walls of the building will also be a part of common portion for the co-owners of the building. The co-owners are not entitled to make any kind of temporary or permanent construction on the roof of the building or the common passage.
10. All apparatus and installations in the said building for common use.
11. The overhead water tank or reservoirs.

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

Signed, Sealed and Delivered at Bolpur
In presence of the following
Witnesses:-

SIGNATURE OF THE OWNERS

(The Owners/Vendors Pronoti Dutta, Pradip Dutta and Sudip Kumar Dutta are being representing by their constituted attorney "**B N CONSTRUCTION**" a sole Proprietorship having its principal place of Business at Bolpur, Trisulapatty, P.O & P.S – Bolpur, District – Birbhum, West Bengal, Pin – 731204, represented by **PRADIP DUTTA**)

SIGNATURE OF THE CONFIRMING PARTY/DEVELOPER

SIGNATURE OF THE PURCHASER/S

Type & Drafted by:-

SAYANTAN GHOSH
Advocate, Bolpur Court
Enrolment no – WB 1278/2001