DEED OF CONVEYANCE

This indenture made on this day of Month, 202...... Year (Two thousand twenty) A.D.

BETWEEN

BHUMI & CO, A PARTNERSHIP FIRM bearing PAN No....., and GST No., having its Registered Office at: SUCHANA BUILDING, 2nd Floor, Kamala Cabin, PO: Inda, Kharagpur, Dist. Paschim Medinipore, West Bengal – 721 305 duly represented by PARTNER'S:

- **1.** SRI DIPANKAR SENGUPTA, S/o. Lt. SUDARSHAN SENGIPTA bearing AADHAR No., PAN No...., Managing Partner,
- 3. SRI DEBARGHA SENGUPTA, S/o. DIPANKAR SENGUPTA bearing AADHAR No. _____, PAN No._____ Partner. All by Religion: Hindu, by Occupation: Business, Nationality: Indian, and all are residing at: Shakti Bhawan Road, besides: Sri Durga Mandir, PO: Inda, PS: Kharagpur – Town, Kharagpur, Dist.: Paschim Medinipore – 721 305 known as LAND LORDS as well as DEVELOPERS', hereinafter referred to as the VENDORS (which term and expression unless excluded by or repugnant to the subject shall mean and include their heirs, executors, administrators, legal representatives and assigns) of the <u>FIRST PART</u>.

<u>AND</u>

1.	SRI						S/o.
		bearing	AADH	٩R	No.	,	PAN
	No	, and					
2.	SMT	·····,	W/o.	SRI			bearing
	AADHAR No	, PA	AN No			both by	Religion:
	, by (Occupation	:	, Na	itionality	: Indian, both	n residing
	at:	,				., PO:	, PS:
	,	, Dist.:			, ł	nereinafter re	ferred to
	as the PURCHASE	RS (which	term ar	nd exp	ression	unless exclud	led by or
	repugnant to the	subject sha	all mear	n and	include	their heirs, e	xecutors,
	administrators, le	gal represe	ntatives	and a	ssigns) d	of the <u>SECON</u>	D PART.

That the captioned property belongs to the Sri Dipankar Sengupta and Chaitali Sengupta and they have acquired the same by way of purchase from the following different persons:

A. Sri Dipankar Sengupta and Chaitali Sengupta purchased from one Sri Pradip Kumar Mitra S/o. Sri Krishna Kumar Mitra, through a registered Deed of sale being No. 5426/2016, Dtd. 25.07.2016. The land is situated within the District of Paschim Medinipur, PS & A.D.S.R. Kharagpur, Mouza: Inda, JL No.232, R S Plot No.493, C S Plot No. 708 & 800, R S Plot No. 512 measuring an area of **08.35 Decimals** of bastu land to be the part of the subject matter of this CONVEYANCE DEED.

That such property along with other properties were recorded in the name of Ganshyam Das Kothari S/o. Kashimatu Kothari with the Office of R.S.R.O.R. and while possessing such property by, through his constituted Attorney TEJMAL BACHAWAT S/o. Lt. Himmat Malji Bachawat sold such property to BIMAL KUMAR MITRA AND KRISHANA KUMAR MITRA both are sons of Late Sasadhar Mitra vide Regd Deed No. 1308/1960, dtd.04.05.1960 and put them into possession thereof.

That while possessing such property BIMAL KUMAR MITRA died without any WILL and such his wife Smt. SUSHMA MITRA and three sons BHASKAR DEB MITRA, SONAR DEB MITRA AND AMAR DEB MITRA inherited their ½ share in the property and while possessing such property they jointly transferred their ½ share property in favour of KRISHANA KUMAR MITRA vide Registered Deed No. 3022/1974, Date 24.05.1974 before the Registrar of Assurance Calcutta and thus KRISHANA KUMAR MITRA became absolute owner of entire 3640 Sq. Ft. OR **08.35 Decimals** land.

While possessing such property Krishanu Kumar Mitra gifted away such property in favour of his son PRADIP KUMAR MITRA vide Registered Deed of Gift No. 1756/2006 of A.D.S.R. Office Kharagpur and put him into possession thereof and after getting such possession of the property PRADIP KUMAR MITRA has become the lawful owner and sold the **08.35 Dec** land property to Sri Dipankar Sengupta and Chaitali Sengupta purchased from one Sri Pradip Kumar Mitra S/o. Sri Krishna Kumar Mitra, through a registered Deed of sale being No. 5426/2016, Dtd. 25.07.2016, thus Sri Dipankar Sengupta and Chaitali Sengupta became become the lawful absolute owners and have been exercising right, title, interest and possession over the said **08.35 Dec.**

B. Sri Dipankar Sengupta and Chaitali Sengupta purchased from one Sri Swapan Kumar Bandopadhyay S/o. Sri Kalipada Bandopadhyay, through a registered Deed of sale being No. 8421/2018, Dtd. 06.12.2018. The land is situated within the District of Paschim Medinipur, PS & A.D.S.R. Kharagpur, Mouza: Inda, JL No.232, R S Plot No. 512, C S Plot No. 708 & 800, L R No. 4300 measuring an area of 08.25 Decimals of bastu land to be the another part of the subject matter of this CONVEYANCE DEED.

That such property along with other properties were recorded in the name of Ganshyam Das Kothari S/o. Kashimatu Kothari with the Office of R.S.R.O.R. and while possessing such property Ganshyam Das Kothari sold the said property to Smt. MRINALINI ROY W/o. Lt. Umapathi Roy vide Regd Deed No. 1164/1960, Dtd. 23.04.1960 and put her into possession thereof.

AND WEHEREAS ever since the said Smt Mrinalini Roy W/o. Lt. Umapathi Roy has been exercising right, title, interest and possession over the said **08.25 Dec** Bastu land. Later, while possessing such property Smt Mrinalini Roy has transferred her property in favour of her three daughters: (1) Smt. PURNIMA BANDHOPADHYAY W/o. Tarapada Bandopadhyay, (2) Smt. ANIMA BANDHOPADHYAY W/o. Hemanta Bandopadhyay and (3) Smt. ASHIMA DAS W/o. Bimalendu Das, vide Registered Deed of Gift No. 6239/1970, Dtd. 04.11.1970 at A.D.S.R. Office Kharagpur and put them into possession thereof.

After getting such possession of the property (1) Smt. PURNIMA BANDHOPADHYAY W/o. Tarapada Bandopadhyay, (2) Smt. ANIMA BANDHOPADHYAY W/o. Hemanta Bandopadhyay and (3) Smt. ASHIMA DAS W/o. Bimalendu Das have been exercising right, title, interest and possession over the said **08.25 Dec.** sold their Bastu land to Sri SWAPAN KUMAR BANDOPADHYAY S/o. Kalipada Bandopadhyay vide Registered Deed of Gift No. 2573/1978, Dtd. 25.07.1978 at A.D.S.R. Office Kharagpur and put them into possession thereof and after getting such possession of the property SWAPAN KUMAR BANDOPADHYAY has become the lawful owner. Have been exercising right, title, interest and possession over the said **08.25 Dec.** Bastu land sold by Sri SWAPAN KUMAR BANDOPADHYAY S/o. Kalipada Bandopadhyay to Sri Dipankar Sengupta and Chaitali Sengupta through a registered Deed of sale being No. 8421/2018, Dtd. 06.12.2018, thus Sri Dipankar Sengupta and Chaitali Sengupta became the lawful absolute owners and have been exercising the right, title, interest and possession over the said **08.25 Dec.**

C. Sri Dipankar Sengupta and Chaitali Sengupta purchased from: (1) SRI SOUMEN DAS S/o. SAMARENDRA NATH DAS, and (2) SRI ANIKET DAS S/o. SAMARENDRA NATH DAS vide Registered Deed No. 5895/2020, Dtd. 13.11.2020 an area of land measuring 05.25 Dec. The land is situated within the District of Paschim Medinipur, PS & A.D.S.R. Kharagpur, Mouza: Inda, JL No.232, R S Plot No. 512, measuring an area of 05.25 Decimals of bastu land to be the another part of the subject matter of this CONVEYANCE DEED.

WHEREAS SRI SAMARENDRA NATH DAS have been exercising right, title, interest and possession over the said **05.25 Dec.** Bastu land which has been inherited the said property from his father SRI SATYAENDRA DAS by way of Deed of Gift No. 2384/1982, Dtd.03.06.1982. After that he was unheard for long time, for that SMT DOLI DAS wife of SAMARENDRA NATH DAS filed one OTHER SUIT being No. 57/2008 before the Ld. 2nd Court of Civil Judge (Jr Div.), in the Court of District Judge, Paschim Medinipore and accordingly same has been decreed on 20.03.2010

DOLI DAS and her two sons, (1) SRI SOUMEN DAS and (2) SRI ANIKET DAS In this way inherited the property. After death of Smt Doli Das on 14.08.2019, her two sons become legal heirs and has become the lawful owner and sold the **05.25 Dec** land property to Sri Dipankar Sengupta and Chaitali Sengupta through a registered Deed of sale being No. 5895/2020, Dtd. 13.11.2020, thus Sri Dipankar Sengupta and Chaitali Sengupta became the lawful absolute owners and have been exercising the right, title, interest and possession over the said **05.25 Dec.**. In exercise of such right, title, interest and possession over the above said total 21.85 Dec land instant vendors, Sri Dipankar Sengupta and Chaitali Sengupta mutated their names in the concerned B.L. & L.R.O. Office vide L. R. Khatian No. 3258 and 3259 respectively and paid all taxes to the State of West Bengal through Block Land & Land Reforms Officer, Block: Kharagpur-1, as well as mutated the property in Kharagpur Municipality under Holding No. 225/190.

Thereafter said Sri Dipankar Sengupta and Chaitali Sengupta, instant vendors obtained necessary permissions from Medinipore Kharagpur Development Authority (MKDA) for the use of land for residential (Group Housing Use) under the provisions of Sec. 29 (1) of the West Bengal Town & Country (Planning & Development) Act, 1979.

WHEREAS thereafter necessary application for sanctioning of the said plan was filed before the Chairman, Kharagpur Municipality and the PLAN was approved and sanctioned vide Dtd. for the construction of a G + III Multi Storied Complex.

WHEREAS the **FIRST PART** became legally entitled to construct G + 3 Multi Storied Complex on the Schedule 'A' property known as "**BHUMI – VIII APARTMENT**".

WHEREAS the Vendors / Developers'/ FIRST PART agreed to sell and the purchasers agreed to purchase the "A", "B" and "C" Scheduled Property being the FLAT No., in Block No., "B" below and shown in the annexed drawing as schedule "B" referred to in this Deed along with inseparable proportionate common area/parts of Staircase, Lobby, Lift, Etc., more fully described in the Schedule "C" below and together with proportionate inseparable 21.85 Dec homestead land as referred to as the Schedule "A" property on which the said flat is constructed shall be referred to as the Schedule "A" property along with all rights in common, in common areas in the said building at a price of Rs. (Rupees in Words:......) only and the Vendors / Developers'/ FIRST PART agreed to transfer undivided inseparable proportionate share/ right, title, interest and possession of land attributable to the said flat is more fully described in the Schedule "B" here under written and hereafter be referred to as the SAID FLAT.

WHEREAS the Vendors/ First Part shall simultaneously with the execution of this Deed of Sale shall deliver the peaceful vacant physical possession of the said property to the purchasers against receiving the agreed consideration in full and final.

WHEREAS the Purchasers have now called upon the Vendors/First Part to execute and register a proper deed of conveyance to complete the sell and transfer the said property in favour of the purchasers as such that the purchasers shall own and possess the said property absolutely free from all encumbrances from the generation to generations.

Referred to as Schedule "B" along with inseparable proportionate common area of Lobby, Stair Case, Lift, Etc., referred to as Schedule "C", TOGETHER WITH the right to the other common portion of the

said building and/or the said premises (more fully described in the Schedule "C" hereunder written) TO HAVE AND TO HOLD the said property hereby granted sold conveyed transferred assigned and assured and every part OR Parts thereof respectively absolutely, forever and free from all encumbrances, from generation to generations with the full power to sell, bequeath, gift, mortgage.

THE VENDORS/ FIRST PART DO THE HEREBY DECLARE TO THE PURCHASERS as follows:

1. That the Vendors/First Part seized and possessed of and well and sufficiently entitled to the said property together with benefit of the said sanctioned plan hereby sold granted conveyed transferred and assured or expressed so to be and every part thereof for a perfect and indefeasible estate or inheritance thereof without any manner or condition use trust whatsoever and the Vendors/First Part has now good rightful power and absolute authority to sell grant convey transfer assign and assure the said property hereby sold granted conveyed transferred assigned and assured or expressed so to be unto the purchasers AND ALL the estate right title interest property claim and demand whatsoever of the Vendors/ First Part into or upon the said property TOGETHER WITH their and every of their respective right liberties and appurtenances whatsoever to and unto the purchasers free from all encumbrances trust lines and attachments whatsoever AND TOGETHER WITH easements or quasi easements and other stipulations and provisions in connection with the beneficial use and enjoyment of the said property to the use of the purchaser together with the benefit of the said sanctioned plan absolutely in manner aforesaid free from all encumbrances and liabilities whatsoever.

That the purchasers, shall and will from time to time and at all times hereafter peaceably and quietly possess and enjoy the said property hereby conveyed and receive the rents issues and profits thereof without any lawful eviction interruption claim or demand whatsoever from or by the Vendors/First Part or any person or persons lawfully or equitably claiming through under or in trust for them.

2. That free and clearly and absolutely exonerated and discharged from or by the Vendors/First Part or their predecessors-in-titles and well

and sufficiently saved defended kept harmless and indemnified of from and against all manner of former or other estates rights titles interests liens charges and encumbrances whatsoever created made done occasioned or suffered by them or any of their predecessors-intitle or any person or persons rightfully claiming from under or in trust for them.

- 3. That the Vendors/First Part and all persons claiming any right or interest in the said property through from under or in trust for the Vendors/First Part shall and will from time to time and at all times hereafter upon every reasonable request and at the cost of the purchasers make do acknowledge and execute or cause to be made done acknowledged and executed all such further acts deeds and things for more perfectly assuring the said property hereby conveyed unto the purchasers which may be reasonably required.
- 4. The Vendors/First Part shall not do anything where the rights of the purchasers hereunder may be prejudicially affected and shall do all acts as may be necessary to ensure the rights available to the purchasers as purchaser and as co-owners.

THE PURCHASERS DO THE HEREBY INDEMNITY THE VENDORS/ FIRST PART as follows:

- 1. The purchasers shall keep the Vendors/First Part indemnified against all losses damages in respect of the said property and/or part thereof which may incur due to the act done or committed by the purchasers.
- 2. The purchasers shall not do any such act or take any steps whereby the right of the owners and/or occupiers of the other portion of the building may be prejudiced.
- 3. The purchasers shall observe fulfill and perform the covenants hereunder written and shall regularly pay and discharge all taxes and impositions for the said flat and common expense proportionately and all other out goings in connection with the said flat and the said new building proportionately.

- 4. The purchasers had already received possession of the said property and they will not raise any other or further claim for the same. The purchasers declare that they are fully satisfied with the construction work, materials, specifications, electrification, water connection, sanitary fittings including the dimension of the land being Schedule "A", dimension of the common area being Schedule "C", and the dimension of the covered area of the flat being Schedule "B", and whatsoever and henceforth will never claim or demand for any repair patch work, for doors and windows of whatsoever works and the Vendors/First Part will not be liable for any work which is natural wear and tear or forcibly or intentionally damaged and demands for repairs or replacements henceforth.
- 5. The purchasers will not for any reason whatsoever obstruct the Vendors/First Part in his transferring the flat/parking place, common area, proportionate area of land in the said building.
- 6. The purchasers agree that the common space shall be used commonly with the other co-owners of the said premises.
- 7. The purchasers agree that the ultimate roof shall be used commonly with the other co-owners/ co-occupiers of the said building and the maintenance of the said ultimate roof to be proportionately borne by the purchasers with the other co-owners/ co-occupiers.
- 8. Till the said flat is separately assessed and/or mutated in respect of any taxes or impositions, the purchasers shall bear and pay proportionate share or rates and taxes from the date of possession of the flat.
- 9. Upon mutation and separate assessment of the said flat, the purchasers shall pay all rents and impositions in respect of the said flat and proportionate in respect of the said flat and proportionate in respect of the common portions.
- 10. The purchasers shall not anytime claim partition of the said undivided proportionate share in the land and/or in any of the common areas which the purchasers will enjoy in common with co-owners.

THE PURCHAERS SHALL REGULARLY AND PUNCTUALLY PAY:

- 1. The proportionate share of the common expenses.
- 2. All costs of the maintenance, opening, replacing, repairing, white washing, painting, decorating, redecorating, lighting, the common portions and common areas of the said building.
- 3. The salary of all persons employed for the common purpose including security personnel, darwans, sweepers, plumbers, electricians, etc.
- 4. Insurance premium for insuring the building, if any.
- 5. All charges and deposits for the common utilities to the said building and/or the premises.
- 6. Whatsoever taxes payable to Kharagpur Municipality and/or any other local authority and/or any other competent authority in respect of the land and the said building save those separately assured on the purchasers' flat.
- 7. Cost of formation and operation of the association of the flat owners within the complex.
- 8. Cost of running, maintaining, repairs and replacement of transformers, pumps and other common installations including their license fees, taxes and other levies, if any.
- 9. Electricity charges for electrical energy consumed for the operation of the common amenities, lighting of parking area, stair cases, lobbies, roofs, gate, pumps, lifts, generator and other common facilities whatsoever.
- 10.All litigations expenses incurred for the common purposes and related to the common use and enjoyment of the common portions.
- 11.All other taxes, expenses, rates, other levies, etc. as may be necessary or incidental or liable to be paid by the flat owners in common including such account as may be fixed for creating a fund for replacement,

renovation, painting and/or periodical repairing of the common portions.

THE FIRST SCHEDULE "A" ASABOVE REFERRED TO DESCRIPTION OF THE LAND WHICH IS INSEPERABLE PROPORTIONATE RIGHT, TITLE, AND INTEREST

ALL THAT piece and parcel of land measuring about Acres or 21.85 Dec situated under District Paschim Medinipore, PS: Kharagpur (T), A.D.S.R.O. & Municipality – Kharagpur, Ward No. 23, Holding No. 225/190, PO: Inda, Mouza: Inda, J L No. 232, Khatian Nos: 3073, 3074, 3258 and 3259, RS Plot No: 512 and L R Plot Nos: 4299 & 4300, Multi storied building, Named "**BHUMI** – **VIII**", homestead land, Rayat sthitiban, proportionate inseparable land attributable to the premises, under municipal limits of Kharagpur Municipality on which a Ground + III, **multi storied residential buildings** along with the easement right of egress and ingress, drainage facility whatsoever on and under the road lying or situate in the adjacent to the said premises and the said premises is now butted and bounded as shown in the annexed drawing:

BUTTED AND BOUNDED AS FOLLOWS (As shown in the annexed drawing)

NORTH:

EAST:

WEST:

SOUTH:

Measurement of the said property (Dimensions of the land as shown in the annexed drawing)

Total land measuring 21.85 Dec as shown in the drawing as SCHEDULE – "A" out of which inseparable proportionate land is sold and conveyed by this deed.

THE SECOND SCHEDULE "B" ABOVE REFERRED TO DESCRIPTION OF THE FLAT/ APARTMENT:

THE THIRD SCHEDULE "C" ABOVE REFERRED TO DESCRIPTION OF THE COMMON AREAS AND UTILITY AREAS:

Common Portions/ Areas described in this Deed of Conveyance shall mean that_

- 1. Entrances & exits of the building.
- 2. Boundary walls & Main Gate.

- 3. All drainage & sewerage systems and other installations (except only those installed within the exclusive area of any flat and/or exclusively for its use).
- 4. Stair-Case, Landing on all the floors including installations inseparable proportionate share.
- 5. Electrical installations, Sub-stations and electrical wirings and other fittings (except only those installed within the exclusive area of any flat and/or exclusively for it's use).
- 6. Lift for supply of electricity during load shedding at the cost of flat owners.
- 7. Water pump, overhead water tank together with all common plumbing installations for carriage of water (save only those exclusively within and for the exclusive use of any flat), septic tank, common spaces proportionate spaces around the building.
- 8. Such other common parts, areas, equipment's, installations, fittings, fixtures and spaces in or about the land and the flats in common by co-owners/Co-occupiers.
- 9. All benefits of the said plans sanctioned by Kharagpur Municipality and co-sanctioned by Medinipore-Kharagpur Development Authority under the West Bengal Town & Country (Planning & Development) Act, 1970.

RENT PAYABLE:

Proportionate Rent Payable to the State of West Bengal through the Block Land and Land Reforms Officer, Kharagpur as imposed from time to time.

STATEMENT OF VALUATION:

Super buildup area	Sq. Ft.	for Rs	(Rupees
in			Words:
) only.			

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

MEMO OF CONSIDERATION

SL NO	DATE	BANK NAME	BRANCH	CHEQUE NO	AMOUNT (Rs.)

Receive	d fron	n the	within	named	PURCHASE	RS the	above	mentioned
sum	of	Rs.				(Rupee	es ir	Words:
) on	ly paid l	by cheq	ues.

Witnesses:	Signature of VENDORS: For and on behalf of BHUMI & CO
1. Name 2.	1. (DIPANKAR SENGUPTA)
Address:	2. (CHAITALI SENGUPTA)

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3.(DEBARGHA	SENGUPTA)
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3.	Name	Signature of PURCHASERS:
	Address:	1. (XXXXXXXXXXXXXXXXX)
		2. (XXXXXXXXXXXXXXXXXXXXX)

BHUMI – VIII APARTMENT DRAWING WITH FLOOR PALN

Drafted By:
Adv
Registration No
Address:

Typed By:

•••••	•••••	 	•••••
Addre	ss:	 	

Note: This deed contains Pages including the stamp paper of Rs. Pages demi papers and consists of witnesses in page no...... Vendor's photographs and in page no. Vendee's photographs are affixed and extra pages for vendors, vendees and identifier's TEN finger prints are affixed.