

DEED OF CONVEYANCE

THIS DEED OF CONVEYANCE is made on this the day of
....., Two Thousand Twenty Four

BETWEEN

Sri Amitava Dhar S/O Late Hrishikesh Dhar (Pan No. ,
Aadhaar no) by faith Hindu, by Occupation Business, by
Nationality Indian residing at Maynadanga, Chinsurah, Station Road, P.O &
P.S. Chinsurah, Pin 712102, Dist. Hooghly, West Bengal, herein after referred
to as the VENDOR/LAND OWNER (Which expression shall unless excluded by
or repugnant to the context be deemed to mean and include his heirs,
successors, legal representatives, administrators and assigns) of the FIRST
PART:

AND

Shri/Smt..... Son of/Daughter of /Wife of (PAN
No. , Aadhaar No.) by faith Hindu,
by Occupation Business, by Nationality Indian residing at
....., P.O & P.S., Pin

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Roopak Paballacharya

Director

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Dist., West Bengal, hereinafter referred to as the PURCHASER/S (Which expression shall unless excluded by or repugnant to the context be deemed to mean and include his/her heirs, successors, legal representatives, administrators and assigns) of the SECOND PART:

AND

..... (Pan NO.) a
....., being represented by its
..... son of
by Religion Hindu, by occupation - Business, by Nationality Indian, having its
office at....., Post Office - , P.S.
....., District - Pin - hereinafter
referred to as the DEVELOPER/ CONFIRMING PARTY (Which expression shall
unless excluded by or repugnant to the context be deemed to mean and include
his/her heirs, successors, legal representatives, administrators and assigns) of
the THIRD PART:

WHEREAS one Rakesh Kumar Dhar was seized and possessed of all that land measuring 2 cottahs and 9 chittaks more or less situated in Mouza Simla Under Kodalia Gram Panchayet, settlement no. 1, J.L No 16 appertaining to R.S Dag No 2415 , L.R Dag NO. 3578 under R.S. Khatian No 1026, L.R Khatian no.3555, P.O. and P.S. Chinsurah, Dist. Hooghly Pin 712102 West Bengal.

AND WHEREAS said Rakesh Kumar Dhar Purchased all that land measuring 2 cottahs and 9 chittaks more or less situated in Mouza Simla Under Kodalia Gram Panchayet, settlement no. 1, J.L No 16 appertaining to R.S Dag No 2415 ,L.R Dag NO ,3578 under R.S. Khatian No 1026, L.R Khatian no.3555, P.O. and P.S. Chinsurah, Dist. Hooghly Pin 712102 West Bengal, by a registered Deed of Conveyance dated 31.07.2005 registered in the office of A.D.S.R. Hooghly and recorded in Book No I, Volume No. 17, pages from 790 to 800 being no. 3410 for the year 2006.

AND WHEREAS by virtue of such purchase Rakesh Kumar Dhar was seized and possessed of all that land measuring 2 cottahs and 9 chittaks more or less situated in Mouza Simla Under Kodalia Gram Panchayet, settlement no. 1, J.L No 16 appertaining to R.S Dag No 2415 , L.R Dag NO. 3578 under R.S. Khatian

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No 1026, L.R Khatian no.3555, A.D.S.R. Hooghly Pin 712102 West Bengal. P.O. and P.S. Chinsurah, Dist. Hooghly.

AND WHEREAS by a Register Deed Of Conveyance dated 25.22.2013 said Rakesh Kumar Dhar sold, transferred and conveyed unto and in favour of Sri Amitava Dhar s/o Late Hrishikesh Dhar all that land measuring 2 cottahs and 9 chittaks more or less situated in Mouza Simla Under Kodalia Gram Panchayet, settlement no. 1, J.L No 16 appertaining to R.S Dag No 2415(P), L.R Dag NO. 3578(P) under R.S. Khatian No 1026, L.R Khatian no.3555, A.D.S.R. Hooghly Pin 712102 West Bengal. P.O. and P.S. Chinsurah, Dist. Hooghly. The said Deed Of Conveyance dated 25.11.2013 is recorded in Book No I, Volume No. 16, pages from 2483 to 2493 being no. Deed No. 05853 for the year 2013.Registered in the office of A.D.S.R Chinsurah Hooghly.

AND WHEREAS by virtue of such purchase said Amitava Dhar became the sole and absolute owner of all that land measuring 2 cottahs and 9 chittaks more or less situated in Mouza Simla Under Kodalia Gram Panchayet, settlement no. 1, J.L No 16 appertaining to R.S Dag No 2415 , L.R Dag NO. 3578 under R.S. Khatian No 1026, L.R Khatian no.3555, A.D.S.R. Hooghly Pin 712102 West Bengal. P.O. and P.S. Chinsurah, Dist. Hooghly.

AND WHEREAS Smt. Kakali Mukherjee w/o Late Chandra Nath Mukherjee was the sold and absolute owner of all that land measuring 2 cottahs and 11 chittaks 21 sq.ft. more or less situated in Mouza Simla Under Kodalia Gram Panchayet, settlement no. 1, J.L No 16 appertaining to R.S Dag No 2415 , L.R Dag NO. 3578 under R.S. Khatian No 1026, L.R Khatian no.2709. the nature of the land was previously recorded as Bagan and presently after conversation it is Bastu Land.

AND WHEREAS said Smt. Kakali Mukherjee w/o Late Chandra Nath Purchased all that land measuring 2 cottahs and 11 chittaks 21 sq.ft. with a 100 Sq.ft structure thereon situated in Mouza Simla Under Kodalia Gram Panchayet, settlement no. 1, J.L No 16 appertaining to R.S Dag No 2415 ,L.R Dag NO ,3578 under R.S. Khatian No 1026, L.R Khatian no.2709, J.L. No. 16, P.O. and P.S. Chinsurah, Dist. Hooghly Pin 712102 West Bengal.

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AND WHEREAS said Smt. Kakali Mukherjee by a registered Deed of Conveyance dated 04.06.2018 sold, transferred and conveyed unto and in favour of Sri Amitava Dhar all that land measuring 2 cottahs and 11 chittaks and 21 sq.ft. more or less situated in Mouza Simla Under Kodalia Gram Panchayet, settlement no. 1, J.L No 16 appertaining to R.S Dag No 2415, L.R Dag NO. 3578 under R.S. Khatian No 1026, L.R Khatian no. 2709 P.O. and P.S. Chinsurah, Dist. Hooghly Pin 712102 West Bengal. By virtue of a registered Deed Of Conveyance dated 04.06.2018. The Deed Of Conveyance dated 04.06.2018 is registered in the office of District Sub Registrar I Hooghly and recorded in Book No I, Volume No. 0601- 2018, pages from 13094 to 130984 being no. 060107676 for the year 2018.

AND WHEREAS by virtue of such purchase said Amitava Dhar has become the sole and absolute owner of all that land measuring 2 cottahs and 11 chittaks 21 sq.ft more or less situated at Mouza Simla Under Kodalia Gram Panchayet, settlement no. 1, J.L No 16 appertaining to R.S Dag No 2415 , L.R Dag NO. 3578 under R.S. Khatian No 1026, L.R Khatian no.3555, A.D.S.R. Hooghly Pin 712102 West Bengal. P.O. and P.S. Chinsurah, Dist. Hooghly.

AND WHEREAS by two separate purchase said Amitava Dhar is the sole and absolute owner of all that land measuring 2 cottahs and 9 chittaks and 2 cottahs 11 chittaks 21 sq.ft more or aggregating to and 5 cottahs 4 chittaks 21 sq.ft more or less Bastu land appertaining to R.S Dag No 2415(P) , Corresponding to L.R Dag NO. 3578(P) under R.S. Khatian No 1026, L.R Khatian no.5301, in Mouza Simla Under Kodalia Gram Panchayet, settlement no. 1, J.L No 16 P.O. and P.S. Chinsurah, Dist. Hooghly. Pin 712102 West Bengal. The said Amitava Dhar has mutated his name in the Revenue Records of B.L. & L.R.O. and is paying the statutory tax in respect of said Bastu land measuring 5 cottahs 4 chittaks 21 sq.ft more or less.

AND WHEREAS said Amitava Dhar with the intention to Develop the said land executed and registered Joint Venture Development Agreement dated 16.06.2023 with the Developer , Rudram Infracon Pvt. Ltd, a Private Limited Company represented by one of its Director, Sri Deepak Bhattacharjee for Construction of a multistoried building thereon more fully described in schedule "A" here under written free from all encumbrances, attachments , charges, liens and lispence whatsoever.

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AND WHEREAS said Amitava Dhar executed and registered Development Power of Attorney dated 16.06.2023 and appointed Sri Deepak Bhattacharjee Director of Rudram Infracon Pvt. Ltd. as his true and lawful attorney to do all such Acts things and Deeds mentioned therein in respect of construction of the new multi storied building.

AND WHEREAS the Joint Venture Development Agreement dated 16.06.2023 is registered in the office of District Sub Registrar I Hooghly and recorded in Book No I, Volume No. 0601- 2023, pages from 103939 to 103969 being no. 060105610 for the year 2023.

AND WHEREAS the Development Power Of Attorney dated 16.06.2023 is registered in the office of District Sub Registrar I Hooghly and recorded in Book No I, Volume No. 0601- 2023, pages from 103986 to 103999 being no. 060105613 for the year 2023.

AND WHEREAS said Amitava Dhar had applied to the office of Kodalia –I Gram Panchayet, Chinsurah for obtaining Building Plan for Construction of a multi storied Building of the piece of Bastu land measuring more or less 5 cottahs 4 chittaks 21 sq.ft at Mouza Simla Under Kodalia Gram Panchayet, settlement no. 1, J.L No 16 appertaining to L.R Dag NO. 3578 ,under L.R Khatian no.5301, P.O. and P.S. Chinsurah, A.D.S.R. Hooghly. Pin 712102 , Dist. Hooghly, West Bengal ant the office of Kodalia I Gram Panchayet accorded Permission for construction of the multi storage Building vide No Objection Certificate dated 14.10.2022.

AND WHEREAS Kodalia I Gram Panchayet sanctioned Building Plan for construction of a G+IV storied Residential Building at Mouza Simla Under Kodalia I Gram Panchayet , settlement no. 1, J.L No 16 appertaining to L.R Dag NO. 3578(P) ,under L.R Khatian no.5301, P.O. and P.S. Chinsurah, Pin 712102 , Dist. Hooghly, West Bengal Vide Memo No. 781/HZP-BP/2022-23 dated 01.02.2023.

AND WHEREAS The Purchaser/s have approached THE DEVELOPER for purchases of one residential flat and one car parking space and one two wheeler parking space in the proposed G+IV storied building at Mouza Simla Under Kodalia I Gram Panchayet , settlement no. 1, J.L No 16 appertaining to R.S Dar No. 2415 (P) corresponding to L.R Dag NO. 3578(P) , R. S Khatian No.

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Deepak Bhattacharjee

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1026, under L.R Khatian no.5301, P.O. and P.S. Chinsurah, Pin 712102 , Dist. Hooghly, West Bengal more fully described in SCHEDULE "B" hereunder written.

AND WHEREAS THE DEVELOPER has agreed to sell the flat and one car parking space and one two wheeler parking space from The Developer's allocation morefully describe in SCHEDULE "B" hereunder free from all encumbrances, charges, demands and lispencnces whatsoever.

AND WHEREAS THE DEVELOPER and the VENDOR/S through its constituted attorney sell transfer and convey unto and in favour of The PURCHASER/S all that residential flat measuring more or lesssq.ft on thefloor of the G + IV Storied building having Super built up area of Sq.ft, more or less together with undivided proportionate share in land underneath the building and one car parking space measuring sq.ft. and one two wheeler parking space measuring sq.ft and the right to use the common area and facilities at the said premises situated at Mouza Simla Under Kodaliala I Gram Panchayet , settlement no. 1, J.L No 16 appertaining to R.S Dar No. 2415 (P) corresponding to L.R Dag NO. 3578(P) , R. S Khatian No. 1026, under L.R Khatian no.5301, P.O. and P.S. Chinsurah, Pin 712102 , Dist. Hooghly, West Bengal which is free from all encumbrances, charges, demands and lispencnces whatsoever at a consideration of Rs. (Rupees)only

NOW THIS INDENTURE WITNESSETH :-

That in pursuance of the Agreement For Sale dated and the sum of Rs.....(Rupees)only being the full consideration money of all that self contained residential flat on the floor of the G+IV storied building having super built up area of sq.ft. consisting of Bedroom, one Drawing Cum Dining, One Kitchen, W.C., One Toilet, One Verandah more or less together with undivided proportionate share in land underneath the building and one car parking space measuring sq.ft. and one two wheeler parking space measuring sq.ft and the right to use the common area and facilities at the said premises situated at Mouza Simla Under Kodaliala I Gram

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Panchayet , settlement no. 1, J.L No 16 appertaining to R.S Dar No. 2415 (P) corresponding to L.R Dag NO. 3578(P) , R. S Khatian No. 1026, under L.R Khatian no.5301, P.O. and P.S. Chinsurah, Pin 712102 , Dist. Hooghly, West Bengal morefully and particularly described in Schedule "A and B" hereunder written and THE DEVELOPER doth hereby admit an acknowledge payment of Rs.(Rupees) only and hereby release discharge and acquit unto in favour of THE PURCHASER/S all that residential flat and one car parking space measuring sq.ft. and one two wheeler parking space measuring sq.ft morefully describe in Schedule "A and B" hereunder written and THE DEVELOPER do hereby **indefeasibly** and absolutely sale transfer convey assign and assure unto and favour of THE PURCHASER/S all that property mentioned in Schedule "B" herein under written and marked with RED BORDER in the sketch plan attached to this Deed Of Conveyance SUBJECT TO THE PURCHASER/S having performed the covenants and agreements contained hereunder AND reversion or reversions reminder or reminders and the rent **issues** and profits in connection with the Schedule "B" property and all indent right title claimed and demand whatsoever of the VENDOR AND THE DEVELOPER in respect of Schedule "A" and Schedule "B" hereunder written and all other rights benefits interest herewith conveyed said transferred assigned assured and expressed or **intended** to be and part or parts thereof together with all other right title and interest and appurtenances whatsoever unto and in favour of THE PURCHASER/S free from all encumbrances, charges, demands , liens and lispencnces whatsoever and together with all easement and quasi easement right, stipulations and provisions in connection with the beneficial use and enjoyment of the said flat and car parking space and two wheeler parking space situated in Mouza Simla Under Kodalia I Gram Panchayet , settlement no. 1, J.L No 16 appertaining to R.S Dar No. 2415 (P) corresponding to L.R Dag NO. 3578(P) , R. S Khatian No. 1026, under L.R Khatian no.5301, P.O. and P.S. Chinsurah, Pin 712102 , Dist. Hooghly, West Bengal TO HAVE AND TO HOLD the Schedule "B" property together with undivided proportionate share in the land underneath the building and the right to use the common areas and facilities at the said premises without interference by the other flat owners and THE DEVELOPER and to hold the Schedule property hereunder written with all benefits and rights hereby guaranteed conveyed said transfer assign and assured and ever part or parts thereof absolutely and forever and THE

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PURCHASER/S shall proportionality pay the common expenses with the other flat owners in the said building and THE PURCHASER/S from time to time and at to all times hereafter will hold and enjoy the said flat without any interruption , disturbance , claims and demands whatsoever from or by the land owner and THE PURCHASER/S shall possess and enjoy the said flat, car parking space and two wheeler parking space absolutely and forever after mutating there name in And pay tax to the concerned authority.

“SCHEDULE A” above referred to

All that piece and percale of Bastu Land measuring 5 cottahs 4 chittaks 21 sq.ft more or less situated in Mouza Simla Under Kodalia 1no. Gram Panchayet, settlement no. 1, J.L No 16 appertaining to R.S. Dag No. 2415 (P) Corresponding to L.R Dag NO. 3578(P) ,under R.S Khatiyen No. 1026 , L.R Khatian no.5301, P.O. and P.S. Chinsurah, within Hooghly Zilla Parishad ,A.D.S.R. Chinsurah, Hooghly. Pin 712102 , Dist. Hooghly, West Bengal and butted and bounded in the following manner:-

North : : 16 Feet wide Panchayet Road.
South : : Lay out Plot of 3 No.
East : : 15 Feet wide Road.
West : : Rail way Property

“SCHEDULE B” above referred to

All that self contained Flat No. on the Floor on the side of the proposed G+IV storied building namely **“SANKALPA APARTMENT** having super built up area of sq.ft. to be a little more all less consisting of Bed rooms, One Drawing cum Dining, One Kitchen,Bathroom, Verandah and One Car Parking Space been no. on the side of the ground floor of the building namely **“SANKALPA APARTMENT** measuringsq.ft to be a little more or less together with undivided proportionate share in land beneath the building and

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the right to use the common areas in the said premises with the other flat owners of the building.

“SCHEDULE E” referred to

Common Areas

1. The foundation, columns, beams, mail walls, corridors, stair case, landing space, roof on top of the building , water reservoir, over head water tank, lift, pump room, generator room if any , caretaker room if any , water pipe line, fitting and fixtures in the common areas , main entrance to the building , common passage and open space in the ground floor of the building .
2. Motor pump.

“SCHEDULE F” referred to

Common Expenses

- a) All costs of maintenance, repairing, replacement, whitewashing, painting, decorating, lighting of the common area, gardening and to maintenance the walls of the building.
- b) Administrative charges, inclusive salaries of staffs and employees of watch and ward.
- c) All municipal taxes and other outgoings save and except those have been separately assessed for the respective unit.
- d) All expenses referred to above shall be borne by the Purchaser from the date of delivery of possession as stated above.
- e) The purchaser shall be member of the committee for implementation of the aforesaid facilities and other facilities for employment of the respective unit.

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“SCHEDULE G” referred to
(Right of the Purchaser)

- a) That the Purchaser shall enjoy the super built up area for the said flat along with common rights as all the flat owners lawfully entitled thereto along with all sewerage, drains, water courses and all common areas available for use of the said premises.
- b) That the Purchaser shall have every right to enter into any other flat in the building for the purpose of effecting repair of service pipe lines and portion of flat as may reasonable necessitated such entry with a three days advance intimation (except emergency) for such intended entry.
- c) That the Purchaser shall have full proprietary rights and interest and shall entitled to sell, mortgage, lease out or transfer in every manner whatsoever without requiring any permission or consent from the Vendor or from any other flat owner(s) or from the association of the flat owners.
- d) That the Purchaser's undivided interest in the land mentioned in the First Schedule above shall remain joint with other flat owners of the said flat building.

“SCHEDULE H” referred to
(Purchaser's Obligation)

On and from the date possession, the Purchasers herein agree, undertake, covenant to :

- a) Comply and observe the rules, regulation and bye-laws framed by maintenance agency / association from time to time.
- b) Permit the maintenance agency or association and their respective men and agent and workmen to enter into the said flat / car parking space for common purposes of project.
- c) Deposit the amounts for various purposes as required by the association or maintenance agency.

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- d) Use and occupy the said flat and car parking space only for the purpose of residence.
- e) Use the common portion without causing any hindrances or obstruction to other flat owners/car parking space owners/occupants of the building.
- f) Keep the flat/car parking space, partition walls, sewers, drain pipes, cable, wires, entrances and main entrances serving any other flat in the building and/or in the said premises in good and substantial repairable condition so as to support shelter and protect and keep habitable the owners of the flats of the building.
- g) In particular and without prejudice to the generality of the foregoing, not to make any form of alteration in or cut or damage the beams and columns passing through the said flat/car parking space or common portions for the purpose of making change or repair of the conceal wiring and pipelines or otherwise.
- h) Use and enjoy the common portions only to the extent required for ingress to and egress from the said flat/car parking space of men, materials and utilities.
- i) Bear and pay the common expenses and other out goings in respect of the premises proportionately and the said flat/car parking space wholly.
- j) Pay municipal or Panchayet and other rates taxes levies, duties, charges and impositions outgoings and expenses in respect of the building and the premises proportionately and the said flat and parking space and to pay such rates taxes proportionately until the same is assessed separately by the Corporation.
- k) Pay all other utilities consumed in or in relating to the said flat and parking space.
- l) Allow the other flat holders and parking space holders to right to easements and/or quasi-easements.

Regularly and punctually make payment of the common expenses, maintenance charges, municipal taxes and other payments mentioned herein within seven days of the receipt of demands or relevant bills which ever earlier;
- m) Not to put any nameplate or letter box or neon sign in the common portion or on the outside wall of the building save at the place as may be approved by the other flat owners or by the society of the flat owners.

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However nothing contained herein shall prevent the flat owner to put a name plate outside the main door of the said flat.

- n) Not to open any additional window or any grill box or fix grill or ledge or cover or any other apparatus protruding outside the exterior of the said flat and car parking space or any portion thereof.
- o) Not to do or permit to be done any act, deed or thing which may render void or voidable any policy or insurance or any unit or any part of the building or the premises or may cause any increase in the premium payable in respect thereof.
- p) Not to deposit or throw or permit to be deposited or thrown any rubbish or waste or refuse in or around stair case, landing or any other common portions or in the areas previous decorated.
- q) Not to store or allow anyone to store any goods, articles or things in or around the stair case, lobby or other common areas or installation of the flat building.
- r) Not to commit or permit to be committed any alternation or charges in pipes, conducts, cables and other fixtures and fittings serving the other flats, car parking spaces and common spaces in the flat building.
- s) Not to shift or obstruct any window or lights in the said flat building on car parking spaces or in common portion ;
- t) Not to permit any new window light opening path passage drain or other encroachment or easement to be made or acquired in against out of or the said flat or car parking space without the prior consent in writing of the owners or the association/society of the owners ;
- u) Not to park or allow anyone to park any car or two wheelers at any place other than the space ear marked for parking car of the Purchaser;
- v) Not to let out or part with the possession of the car parking space and to use the said car parking space for parking a medium sized car ;

Be it mentioned here that the aforesaid Purchaser's obligation described in 5th schedule will be complied with only for one year i.e. from the day of Registration of first Deed of Conveyance of this Project by the Developer. And after expiry of one year the Purchaser will comply with the terms & condition & by laws which will be framed by the owners association.

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IN WITNESS WHERE OF THE PARTIES hereto have set and subscribed their respective hands and the seal on the day, month and year first above written.

**IN PRESENCE OF
WITNESSES :**

1.

**Signature of the Land Owner/
Vendor through its Constituted
Attorney Deepak Bhattacharjee.**

2.

Signature of the Purchaser/s

Signature of the Developer.

Drafted by :

**Advocate
Registration No.**

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Deepak Bhattacharjee
Director

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MEMO OF CONSIDARATION

Received the sum of Rs. (Rupees
only) as earnest money out of the total consideration of Rs.
(Rupees only) in the following manner by
.....

Rs.

Total Rs.

Signature of the Developer.

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Deepak Bhattacharya

Director