

DEED OF CONVEYANCE

THIS DEED OF CONVEYANCE is made on this the day of November, 2023 of CHRISTIAN ERA.

SRI SUBIR KUMAR CHOWDHURY, having PAN - AJJPC9483D & Epic. No. WB/13/090/096/0330, Son of Late Sunil Kumar Chowdhury, by faith - Hindu, by occupation - Service, by Nationality - Indian, residing at Sahara, P.O. - Michaelnagar, P.S. - Airport, District - North 24 Parganas, Kolkata - 700133, hereinafter called and referred to as the **OWNER/VENDOR** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his heirs, successors, executors, administrators, legal representatives and assigns) of the **FIRST PART.**

____--Vendor is represented by his Constituted Attorney **M/S. CREATIVE HOUSE**, a Proprietorship Firm, having its registered office at South Bireshpally, P.O. - Madhyamgram, P.S. - Barasat now Madhyamgram, District - North 24 Parganas, Kolkata - 700129, represented by its Proprietor **SRI AMIT BHATTACHARYA**, having PAN - AILPB9873B & Epic. No. CKW3950524, Son of Sri Subrata Bhattacharya, by faith - Hindu, by occupation - Business, residing at Bireshpally (South), Madhyamgram, P.O. - Madhyamgram, P.S. - Barasat now Madhyamgram, District - North 24 Parganas, Kolkata - 700129, (vide Development Power of Attorney No. 2546, dated 27/5/2022 registered at D.S.R.-II, North 24 Parganas, Barasat and recorded in Book No. I, Vol. No. 1502-2022, Pages from 82810 to 82838).

M/S. CREATIVE HOUSE, a Proprietorship Firm, having its registered office at South Bireshpally, P.O. - Madhyamgram, P.S. - Barasat now Madhyamgram, District - North 24 Parganas, Kolkata - 700129, represented by its Proprietor **SRI AMIT BHATTACHARYA**, having PAN - AILPB9873B & Epic. No. CKW3950524, Son of Sri Subrata Bhattacharya, by faith - Hindu, by occupation - Business, residing at Bireshpally (South), Madhyamgram, P.O. - Madhyamgram, P.S. - Barasat now

Madhyamgram, District - North 24 Parganas, Kolkata - 700129, 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 heirs, executors, administrators, legal representatives and assigns) of the **SECOND PART.**

..... having PAN - & Epic. No., Son of by faith - Hindu, by Occupation - by Nationality - Indian, residing at P.O. - P.S. - District - Kolkata - hereinafter referred to as the **PURCHASER** (which expression shall unless excluded by or repugnant to the context be deemed to mean and include his heirs, executors, administrators, legal representatives and assigns) of the **THIRD PART.**

WHEREAS one Ugra Kantha Chowdhury was the recorded owner of a piece and parcel of land admeasuring 32 Dec. comprised in Dag No. 392/493, under Khatian No. 429, Khatian No. 725 & 726 of Mouza - Sahara, J.L. No. 46, Re. Su. No. 3, Touzi No. 146, Pargana - Anowarpur, P.S. - Airport, A.D.S.R.O. - Bidhannagar (Salt Lake City), District - North 24 Parganas, within the local limit of Madhyamgram Municipality.

AND WHEREAS after that said Ugra Kantha Chowdhury transferred the said 32 Dec. land comprised in Dag No. 392/493, under Khatian No. 725 & 726 of Mouza - Sahara, J.L. No. 46, Re. Su. No. 3, Touzi No. 146, Pargana - Anowarpur, P.S. - Airport, A.D.S.R.O. - Bidhannagar (Salt Lake City), District - North 24 Parganas, within the local limit of Madhyamgram Municipality by virtue of a Deed of Gift, vide No. 4737, dated 09/5/1958 which was registered with the Office of the S.R. Barasat and recorded in Book No. I, Vol. No. 43, Pages from 242 to 244 in favour of his son Sri Sunil Kumar Chowdhury and delivered peaceful possession in his favour.

AND WHEREAS said Sri Sunil Kumar Chowdhury obtained 32 Dec. land by way of Gift Deed but as per physical measurement he got 30 Dec. land.

AND WHEREAS subsequently said Sunil Kumar Chowdhury died intestate on 07/4/1987 leaving behind his wife namely Kalyani Chowdhury, one son namely Sri Subir Kumar Chowdhury and three daughters namely Smt. Arati Banerjee, Smt. Shikha Chatterjee & Smt. Radha Rani Chakraborty as his legal heirs and successors and as per Provision of Law of Hindu Succession Act, 1956 and they inherited the said property left by deceased Sunil Kumar Chowdhury.

AND WHEREAS thereafter said Kalyani Chowdhury also died intestate on 12/01/1994 leaving behind her one son namely Sri Subir Kumar Chowdhury and three daughters namely Smt. Arati Banerjee, Smt. Shikha Chatterjee & Smt. Radha Rani Chakraborty as her legal heirs and successors and as per Provision of Law of Hindu Succession Act, 1956 and they inherited the said 1/5 share of the total property left by deceased Kalyani Chowdhury.

AND WHEREAS by way of aforesaid manner said Sri Subir Kumar Chowdhury, Smt. Arati Banerjee, Smt. Shikha Chatterjee & Smt. Radha Rani Chakraborty were the absolute joint owners of the aforesaid 30 Dec. comprised in Dag No. 392/493, L.R. Dag No. 586, 587, 588, under Khatian No. 725 & 726 of Mouza - Sahara, J.L. No. 46, Re. Su. No. 3, Touzi No. 146, Pargana - Anowarpur, P.S. - Airport, A.D.S.R.O. - Bidhannagar (Salt Lake City), District - North 24 Parganas, within the local limit of Madhyamgram Municipality and they were in peaceful possession and occupation over the said land without interruption of others.

AND WHEREAS thereafter said Smt. Arati Banerjee, Smt. Shikha Chatterjee & Smt. Radha Rani Chakraborty jointly transferred 9.90 Dec. equivalent to 6 Cottahs land out of 30 Dec. land by virtue of a Deed of Sale, vide No. 4117, dated 11/6/1996 registered at D.R. Barasat and recorded in Book No. I, Vol. No. 75, Pages from 105 to 113 in favour of their brother said Sri Subir Kumar Chowdhury and delivered peaceful possession in his favour.

AND WHEREAS by way of another Deed of Gift, vide No. 3673, dated 18/01/2001 registered at D.S.R.-II, Barasat and recorded in Book No. I, Vol. No. 100, Pages from 103 to 115 said Smt. Arati Banerjee, Smt. Shikha Chatterjee & Smt. Radha Rani Chakraborty jointly transferred 7.92 Dec. land out of 30 Dec. land in favour of their brother said Sri Subir Kumar Chowdhury and delivered peaceful possession in his favour.

AND WHEREAS by virtue of an another Deed of Gift, vide No. 01918, dated 11/4/2022, registered at D.S.R.-II, North 24 Parganas, Barasat and recorded in Book No. I, Vol. No. 1502-2022, Pages from 65120 to 65145, said Smt. Arati Banerjee, Smt. Sikha Chatterjee & Smt. Radha Rani Chakraborty jointly transferred 4.68 Dec. land out of 30 Dec. land in favour of their brother said Sri Subir Kumar Chowdhury and delivered peaceful possession in his favour.

AND WHEREAS after obtaining the said land the Vendor herein got his name recorded with the Office of the B.L. & L.R.O., vide L.R. Khatian No. 2255 and also mutated his name with the Office of the Madhyamgram Municipality, under Ward No. 27, Holding No. 28, Sahara Kalibari Road Premises and was in full possession after making payments of relevant taxes before the competent authority

AND WHEREAS thus the Vendor/Owner herein is now seized and possessed of or otherwise well and sufficiently entitled to the said 30 Dec. land (i.e. 7.5 Dec. land his inherited property & 22.50 Dec. land Gifted and purchased property) but as per physical measurment he obtained 22.50 Dec. land and hereditaments morefully described in the Schedule hereunder written free from all encumbrances and hereinafter collectively called the "said property".

AND WHEREAS with a view to construct a multi storeyed building the Vendor herein entered into a Development Agreement dated 06/5/2022 with the Developer of the Second Part under some terms, conditions and stipulations stated therein and the said

Development Agreement was duly registered with the Office of the D.S.R.-II, North 24 Parganas, Barasat, vide No. 2223, dated 06/5/2022 registered at D.S.R.-II, North 24 Parganas, Barasat and recorded in Book No. I, Vol. No. 1502-2022, Pages from 73977 to 74016

AND WHEREAS the Vendor also executed and registered a Development Power of Attorney in favour of the Developer empowering him to do all acts, deeds matters and things in his names and on his behalf as mentioned therein specifically and the said Development Power of Attorney, vide No. 2546, dated 27/5/2022, was duly registered with the Office of the D.S.R.-II, North 24 Parganas, Barasat and recorded in Book No. I, Vol. No. 1502-2022, Pages from 82810 to 82838.

AND WHEREAS by virtue of the Development Agreement, dated 06/5/2022 as well as Development Power of Attorney the Developer shall prepared a building Plan by and expert engineer and submitted the same before the Madhyamgram Municipality for approval and subsequently said building plan was duly sanctioned by the Chairman Madhyamgram Municipality.

AND WHEREAS after obtaining sanctioned building plan (vide No. COMM-07/MM/2023-2024, dated 17/5/2023) the Developer herein constructed a multi storeyed building popularly known as "**TEMPLE VIEW RESIDENCY**" over the said land morefully described in the Schedule 'A' hereunder written at his own cost, expenses and charges as per plan sanctioned by the Madhyamgram Municipality and the said building.

AND WHEREAS The Promoter has registered the Project under the provisions of the Act with the West Bengal Real Estate Regulatory Authority **at KOLKATA on** **under registration no.**

AND WHEREAS the Vendor/Developer in exercise of their right have offered to sell one **Flat, being Flat No., on the Floor** (..... side) **having a Super Built up Area Sq.ft.** (of which Carpet Area Sq.ft. & Covered Area Sq.ft.) **more or less** to the Purchaser in the said new building.

AND WHEREAS the Purchaser have seen the plans and specifications of the said building including the proposed flat to be sold to the Purchaser and agreed to purchase the same as and when it is completed.

AND WHEREAS the Purchaser herein being such informed and inspected the Flat and having been pleased, approached the Vendor/Developer herein for the purchase of a **Flat, being Flat No., on the Floor** (..... side) **having a Super Built up Area Sq.ft.** (of which Carpet Area Sq.ft. & Covered Area Sq.ft.) **more or less** morefully and particularly described in the Schedule 'B' hereunder written free from all encumbrances togetherwith all new standard fixtures and fittings alongwith the proper connection of water, electricity and drainage including undivided impart able proportionate share of land and other common areas of the said building.

AND WHEREAS the Vendor and Developer herein have accepted and agreed to sell the above said new Flat particularly mentioned and described in the Schedule 'B' hereunder written for a total consideration amounting to **Rs. (Rupees)** **only** and the Purchaser herein agreed to purchase the same at the said market price.

NOW THIS INDENTURE WITNESSETH that in pursuance of the said Agreement and in consideration of sum of **Rs. (Rupees)** **only** (of which Govt. Assessed Value of Rs. only) paid by the Purchaser to the Vendor/Developer on or before the execution of these presents (the receipt whereof the Vendor/Developer doth hereby admit and acknowledge and also by the memo of consideration written hereunder and the Vendor and the Vendor/Developer do hereby release and discharge the properties sold by these presents and also the Purchaser) the Vendor do hereby sell,

transfer, grant, convey, assign and assure and the Vendor/Developer assures and confirms unto and to the use of the said Purchaser free from all encumbrances and defects in title ALL THAT **Flat, being Flat No., on the Floor** (..... side) **having a Super Built up Area Sq.ft.** (of which Carpet Area Sq.ft. & Covered Area Sq.ft.) **more or less** of the newly constructed building togetherwith floor of the said building built and constructed on the land of the said premises and the said Flat is morefully and particularly described in the Schedule 'A' written hereunder ALONGWITH the proportionate and impartiable share in the land of the said premises (which are morefully and particularly described in the Schedule 'A' written hereunder) ALONGWITH common rights in the common areas and facilities of the said building and the said premises which are morefully and particularly described in the Schedule 'C' hereunder written (all hereinafter collectively referred to as the 'Said Properties') togetherwith and all estates, rights, title, interests, claim and demand whatsoever of the Vendor on the said properties in law and equity TO ENTER UPON AND TO HAVE, HOLD, OWN AND POSSESS the same to the unto and to the use of the Purchaser, absolutely and forever.

AND WHEREAS the Vendor/Developer are absolutely seized and possessed of or otherwise well and sufficiently entitled to the said land free from all encumbrances and liabilities whatsoever that notwithstanding any deed, matter or things whatsoever by the Vendor/Developer done or executed or caused to be done or executed knowingly suffered to the contrary. The Vendor/Developer have good right, full power, absolute authority and indefeasible title to grant, sale, convey, transfer, assign and assure all that singular undivided share or interest in the said premises or grant, sold, conveyed, transferred, assign and/or expressed or intended so to be unto and to the use of the Purchaser in the manner aforesaid according to the meaning and true intent of these presents free from all encumbrances and without any hindrance eviction, interruption, disturbance, claims or demands whatsoever. That the Vendor/Developer shall from time to time and at all times hereafter upon every reasonable request and at the cost of the Purchaser do acknowledge execute and perform all such further and other lawful reasonable acts,

deeds, conveyances, matters and things whatsoever for further better and more perfectly assuring the right, title of the said Flat of the said Multi-Storeyed Building particularly mentioned in the Schedule - "B" hereunder written and other installations common utility, common parts, paths and passages, including the exterior and common walls appertaining to the said building and every part thereof unto the Purchaser in the manner aforesaid as shall or may be reasonably required.

1. THE VENDOR/DEVELOPER HEREBY COVENANT WITH THE PURCHASER AS FOLLOWS :

- a) The well finished self-contained **Flat, being Flat No., on the Floor** (..... side) **having a Super Built up Area Sq.ft.** (of which Carpet Area Sq.ft. & Covered Area Sq.ft.) **more or less** and the installation and common utility, common parts and passages, including the exterior and common wall to the said Multi-Storeyed Building area is free and discharge from or against all manner of encumbrances of whatsoever nature.
- b) It has been agreed by and between the parties that the Vendor/Developer and the Purchaser shall not demolish, or caused to be demolished/damaged the said Flat in any manner.
- c) Area of the covered space referred to above shall mean and include undivided proportionate share of common area like staircase, corridors, lobbies, electrical space, Meter room, water tank (overhead), under ground reservoir, septic tank of the said Multi Storeyed Building or any other service area which may be used in common by the Owner/occupiers of the said Multi Storeyed Building. The measurement should be calculated from outer wall to outer wall of the said Flat.

2. THE PURCHASER SHALL BE ENTITLED AND/OR RIGHTS AS MENTIONED HEREIN :

- a) The said self-contained residential **Flat, being Flat No., on the Floor** (..... side) **having a Super Built up Area Sq.ft.** (of which Carpet Area Sq.ft. & Covered Area Sq.ft.) **more or less** which is delineated in the "RED" Marked Plan annexed herewith.
- b) To use all common facilities, common areas, comprised in the said Flat and the said land so the existing facilities including septic tank could not be disturbed in any way by other flat Owner and all the Owner shall have to maintain it in proper manner.
- c) To use and/or extend the electric line and/or connection of such manner in respect of the aforesaid flat described in the Schedule "C" hereunder written.
- d) To use occupy and enjoy and/or deal with the **Flat, being Flat No., on the Floor** (..... side) **having a Super Built up Area Sq.ft.** (of which Carpet Area Sq.ft. & Covered Area Sq.ft.) **more or less** of the said Multi-Storeyed Building particularly mentioned in the Schedule "B" hereunder written as an absolute Owner thereof subject to the terms and conditions as hereinbefore stated.

3. THE VENDOR/DEVELOPER AND THE PURCHASER AGREE AND CONVEYANCE WITH EACH OTHER AS FOLLOWS :

- a) All costs and expenses for replacement and enlargement or alteration and/or in the part of existing water tank, other fittings of any part whereof or replacement or expansion thereof which are used or useable shall be common incurred by the Purchaser proportionately with the other Owner or occupiers of the said multi storeyed building.
- b) The Vendor and the Purchaser and/or the person authorised by the Purchaser occupying the said **Flat, being Flat No., on the Floor** (..... side) **having a Super Built up Area Sq.ft.** (of which Carpet Area Sq.ft. & Covered Area Sq.ft.) **more or less** shall be liable to keep all the common areas of the said building including all paths, passages, staircase, lobbies etc. maintaining a proper

condition and shall also bear and pay proportionate expenses in respect thereof. The Purchaser or her agents and assigns shall not in any way obstruct or caused to be obstructed the common passage roof or staircase of the said building and shall not do or caused to be done or allowed in any acts, deeds, matters and things whereby the use and enjoyment of the common parts, common amenities and covenants of the said building to be in any way, prejudicially affected.

c) The Purchaser shall repair the interior of the said flat but not affect the exterior of the said multi-storeyed building without the consent of the Vendor/Developer and/or other flat Owner.

d) The Purchaser shall not pull down or demolish the structure in any way so on as the flat is not separately assessed.

e) The Purchaser shall not store anything of combustible and inflammable and explosive articles which may cause danger, nuisance and annoyance to the other flat Owner.

f) The Purchaser shall have liberty and full power to grant, sale, gift, lease, convey, transfer, let-out, mortgage, assign and assure the said premises against rents of the Schedule "B" of the property in the said premises.

g) The Purchaser shall not claim any partition of the said land described in the Schedule "A" on which the said Multi-Storeyed building constructed and/or which proportionate undivided share or interest in the land hereby sold and conveyed to the Purchaser.

h) The Purchaser shall not use the said flat in such manner which may or likely to cause nuisance or annoyance of the other occupiers in the said building and the Vendor/Developer shall not use the said building for any illegal or immoral purpose which will cause nuisance or annoyance to the residents of the said building.

(i) Infrastructure cost of Rs. 40,000/- (Rupees Forty Thousand) only for installation of transformer to be paid by the Purchaser to the Developer before registration or taking possession of the flat. After the erection of transformer by WBS&EDCL the purchaser can apply for their individual meter at their own cost.

j) After obtaining the Occupancy Certificate the purchaser shall be bound to mutate the flat within a period of six months to obtain all types of facilities and follow the guidelines as per the possession notice.

SCHEDULE "A" ABOVE REFERRED TO

ALL THAT piece and parcel of BASTU land admeasuring 22.50 Dec. equivalent to 13 Cottahs 10 Chittacks out of 30 Dec. land comprised in Dag No. 392/493, L.R. Dag No. 586 (area of land 4.50 Dec.), 587 (area of land 8 Dec.), 588 (area of land 10 Dec.), under R.S. Khatian No. 725 & 726, L.R. Khatian No. 2255 (in the name of Subir Kumar Chowdhury) of Mouza - Sahara, J.L. No. 46, Re. Su. No. 3, Touzi No. 146, Pargana - Anowarpur, P.S. - Airport, A.D.S.R.O. - Bidhannagar (Salt Lake City), District - North 24 Parganas, within the local limit of Madhyamgram Municipality under Ward No. 27, Holding No. 28, Sahara Kalibari Road Premises upon which the Multi-Storeyed building has been constructed and popularly known as "**TEMPLE VIEW RESIDENCY**".

:- Butted and Bounded by :-

On the North	:	Noai Khal.
On the South	:	16 feet wide Sahara Kalibari Road (excluding Jessore Road).
On the East	:	Plot of Rina Bose and others.
On the West	:	Plot of Ashok Das.

SCHEDULE 'B'

(The Flat hereby sold)

ALL THAT the said **Self-contained residential Flat** (Floor finished with Tiles), **being Flat No., on the Floor** (..... side) **having a Super Built up Area Sq.ft.** (of which Carpet Area Sq.ft. & Covered Area Sq.ft.) **more or less** consisting of Bed Rooms, Dining Room, Toilet, privy, Kitchen, Verandah of the building (which includes the area of the said flat,

proportionate share of the area of common portion e.g., staircase, over head water reservoir, septic tanks, care-taker's space, pump room/space, electric room/space etc.) togetherwith undivided impartiable proportionate share of land and all other common utilities amenities and facilities which is fully shown and delineated in the Plan annexed hereto and boundary line marked by colour Red. The said plan will be treated as part of this Deed of Conveyance.

Butted and bounded by :-

On the North _____ :

On the South _____ :

On the East :

On the West _____ :

SCHEDULE "C" AS REFERRED TO THE COMMON AMENITIES AND FACILITIES

AVAILABLE TO THE PURCHASER

1. Undivided proportionate share or interest in the foundation footings, column girders, beams, beam supporters, exterior walls of the said building, side or interior area bearing walls, roof slabs and all concrete ceiling in the said building.
2. Entrance with all fittings and fixtures and open space around the said building.
3. Water pump, water tank at the top roof, deep tubewell, water pipes, water pump and motor room/space, fittings and installations and other common plumbing installations.
4. Electric and Sanitary lines, rain pipes, drain pipes, wiring, fittings, fixtures and installations both underground and overhead in the said building excluding those that are installed inside the said Flat and exclusively meant for the said Flat or Property.
5. Electric Meter Installation Room/Space.
6. Underground septic Tank.
7. Common stair case, landing, stair base, steps, top stair case room on the roof.
8. Top roof of the building **& Lift facility available.**
9. Common passage, paths, drain and lighting.
10. Whole land of the premises.

11. All the above common amenities and facilities will be available to the Purchaser subject to proportionate payment of all outgoings and expenses for upkeep and maintenance of common amenities and facilities and other services in the said building for the use and enjoyment of the Purchaser and also for payment of Municipal and other Taxes, etc.

SCHEDULE "D" AS REFERRED TO HEREINBEFORE
(COMMON EXPENSES)

- a) The expenses of maintaining, repairing, redecorating of the main structures and in particular the roof, outer rain water pipes, water pumps and motor, electric installation, deep tubewell, septic tank, water tank, which is needed in common by the Owner of the flats and also the main entrance, passage, staircase, compound, terrace, water meters etc.
- b) The cost of clearing and lighting the passages, landing, staircase and other parts of the said building including the open spaces.
- c) The cost of decorating, repairing and painting the exterior of the said building.
- d) The salaries of guards, sweepers etc.
- e) Municipal Taxes and other Govt. rent.
- f) Cost of water connection and electric meter and/or any deposit of electricity, electric charges for common service and lights, water pumps etc.
- g) Service, maintenance and repair charges of all common facilities and amenities.
- h) Such other capital or recurring expenses as are necessary or incidental for the maintenance and up keepment of the said building, open space and all other amenities of common nature that are to be enjoyed by the Purchaser with the Owner or Occupants of the other flats in the said building.

IN WITNESS WHEREOF the parties hereto have set and subscribed their respective hands on this day, month and year written at the outset.

SIGNED AND DELIVERED

IN PRESENCE OF

FOLLOWING WITNESSES

1.

2.

SIGNATURE OF THE VENDOR

SIGNATURE OF THE DEVELOPER

SIGNATURE OF THE PURCHASER

MEMO OF CONSIDERATION

RECEIVED the total consideration amounting to **Rs. (Rupees**
.....) only from the withinnamed Purchaser in full in the following manner

:-

<u>Date</u>	<u>NEFT/</u>	<u>Bank & Branch</u>	<u>Amount</u>
	<u>R.T.G.S./Cash</u>		

WITNESSES :

1)

2)

SIGNATURE OF THE VENDOR/
DEVELOPER