

DEED OF CONVEYANCE

THIS DEED OF CONVEYANCE is made on the day of October, Two
Thousand **Twenty (2020)**

BETWEEN

SMT. KIRAN KOHLI, (PAN-AKVPK9686R) [Contact No. 9820783590], wife of Sri Shailendra Kohli, aged about 61 Years, by occupation – Housewife, by religion – Hindu, by Nationality – INDIAN, residing at 1703 Ajmer Aeon, B Wing – Bhakti Park, Wadala East, VTC : Mumbai, Police Station – Wadala Truck Terminal, Post Office – Antop Hill, District – Mumbai City, Pin – 400037, Maharashtra, **AND Sri RAJEEV KUMAR KHOSLA**, (PAN-AEQPK9289R) [Contact No. 9831432433], Son of Late,

M/S. SANJIB PODDER

Proprietor

Sri Sushil Kumar Khosla, aged about 66 Years, by occupation – Business, by religion – Hindu, by Nationality – INDIAN, residing at 228/B, Rashbehari Avenue, Ballugunge, Police Station – Gariahat, Post Office - Ballygunge, Kolkata – 700019, **AND SMT. SANGEETA KHOSLA**, (PAN-AGOPK7272Q) [Contact No. 9830134779], wife of Sri Sanjeev Kumar Khosla, aged about 59 Years, by occupation – Housewife, by religion – Hindu, by Nationality – INDIAN, residing at 228/B, Rashbehari Avenue, Ballygunge, Police Station – Gariahat, Post Office - Ballygunge, Kolkata – 700019, **AND SMT. RADHIKA KHOSLA**, (PAN-AGOPK3532F) [Contact No. 9830086466], wife of Sri Vijay Kumar Khosla, aged about 51 Years, by occupation – Teacher, ALL are by religion – Hindu, by Nationality – INDIAN, and residing at Flat 202, (2nd Floor) 72/3B/1, R.K. Chatterjee Road, Police Station and Post Office - Kasba, Kolkata – 700042, District – Kolkata, represented by his Constituted Attorney **“SRI. SANJIB PODDER”** (PAN – **AFTPP4576N**) (Contact No. 9830088827), son of Sri. Sukhendra Lal Podder, by religion – Hindu, By Occupation – Business, Residing at P-57, Sector-B, Metropolitan Co-Operative Housing Society Ltd. Kolkata-700105, District – 24 Parganas (South), hereinafter called and referred to as the **“OWNER/VENDOR”**, (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and included his respective heirs, executors, successors, legal representative, administrative, and/or assigns) of the **“ONE PART”**.

AND

M/S. SANJIB PODDER having it's Office at P-59, Sector-A, Metropolitan Co-Operative Housing Society Ltd. Kolkata – 700 105, represented by its PROPREITOR, (1) **SRI. SANJIB PODDER**, (PAN – **AFTPP4576N**), (Contact No.

9830088827), Son of Late Sukhendra Lal Podder, by Faith – Hindu, by Occupation – Business, residing at P-57, Sector-B, Metropolitan Co-Operative Housing Society Ltd. Kolkata – 700 105, hereinafter called and referred to as the “**DEVELOPER / VENDOR / CONTRACTOR**”, (which terms or expressions shall unless excluded by or repugnant to the context shall mean include her heirs, administrators, executors, representatives and assigns) of the “**SCEOND PART**”.

AND

Mr., (PAN –), son of, **Mrs.**, (PAN –), wife of, both by faith – Hindu, by occupation – Business, by Nationality – Indian, residing at, hereinafter jointly and collectively called and referred to as the “**PURCHASER**” (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include its heirs, executors, legal representatives, administrators, and/or assigns) of the **THIRD PART**.

WHEREAS the Metropolitan Co-operative Housing Society Limited, a Co-operative Housing Society formed and registered under the provisions of the Bengal Co-operative Housing Society Act, 1940 which was subsequently repealed and substituted with the West Bengal Co-operative Societies Act., 1983 having its **Registration No. – 75/Cal of 1966 having its registered office at 11, Canal South Road, Kolkata – 700105, Police Station – Tiljala** by and through six several registered Deed of Conveyances, all registered in the office of Registrar of Assurances, Calcutta which are detailed below, purchased and acquired jointly with **Taki Estate Barataraf** which contained a land measuring about 157.32 Acres (on

physical measurement 467 Bighas 16 Cottahs) forming part of district Settlement Dag No. – 31 and 209 under Khatian No. – 21 corresponding to Revised Settlement Dag No. – 87 and 209 under Khatian Nos. 654, 609 & 612 in Mouza – Dhapa and also forming part of District Settlement Dag Nos. – 201, 141 & 140 under District Settlement Khatian No. – 43 and 2 corresponding to revised District Settlement Dag Nos. 248, 186, 187, 267 under Khatian Nos. 407, 408, 352 & 353 in Mouza – Nimakpoktan under Police Station – Tiljala in the District of South 24 Parganas.

AND WHEREAS the Society subsequently by virtue of six registered Deed of Conveyances purchased several pieces and parcels of land measuring more or less **157.32 Acres** (on physical measurement 467 Bighas 16 Cottahs) hereditaments messuages easement and premises in Mouza – Dhapa and Nimakpoktan within Police Station Jadavpur thereafter Tiljala and now Pragati Maidan, District – 24 Parganas (South) particulars of said deeds are detailed below:-

- a) Deed of Conveyance dated 25/11/1968 registered on 29/11/1968 recorded in Book No. – I, Volume No. – 145, Pages 264 to 270, Being No. – 5432 for the year 1968.
- b) Deed of Conveyance dated 29/04/1969 registered on 07/05/1969 recorded in Book No. – I, Volume No. – 74, Pages 264 to 272, Being No. – 2046 for the year 1969.
- c) Deed of Conveyance dated 11/06/1969, 10/05/1969 registered on 15/05/1969 recorded in Book No. – I, Volume No. – 97, Pages 57 to 65, Being No. – 2234 for the year 1969.
- d) Deed of Conveyance dated 11/06/1969 registered on 18/06/1969 recorded in Book No. – I, Volume No. – 101, Pages 159 to 168, Being No. – 2759 for the year 1969.

- e) Deed of Conveyance dated 13/06/1969 registered on 21/06/1969 recorded in Book No. – I, Volume No. – 38, Pages 288 to 298, Being No. – 3796 for the year 1969.
- f) Deed of Conveyance dated 21/02/1970 registered on 10/03/1970 recorded in Book No. – I, Volume No. – 37, Pages 194 to 207, Being No. – 781 for the year 1970.

AND WHEREAS subsequently by a Deed of Partition dated 29/04/1970 executed by and between Metropolitan Co-operative Housing Society Limited and Smt. Saibalini Chowdhurani & others (the beneficiaries of the said “Taki Estate Barataraf”), of the one part which was the said Deed of Partition was registered in the office of the Registrar of Assurances, Calcutta and recorded in Book No. – I, Volume No. – 88, Pages 4 to 14, Being No. – 1909, for the year 1970, the said Metropolitan Co-operative Housing Society Limited became the absolute owner of

i) ALL THAT the Western portion of the Taki Estate Bheri land comprised of entire C.S. Dag Nos. – 201, 141 & 140, District Survey and Settlement Khatain Nos. – 2 & 43, corresponding to the entire R.S. Dag Nos. – 248, 186, 187 & 267, recorded in revised settlement Khada Khatian Nos. – 407, 408, 352 and 353 of Mouza – Nimakpoktan, Police Station – Pragati Maidan, Touzi No. – 173, 1298/2833, J.L. No. – 1, under Alipore Collectorate under the then Police Station – Jadavpur (previously Tollygunge), District – 24 Parganas now South 24 Parganas ii) ALL THAT the Western portion of the land of C.S. Dag No. – 81, District Settlement Khatian No. – 21, Touzi No. – 173, J.L. No. – 2, R.S. No. – 236, of Mouza – Dhapa, Police Station – Tiljala (formerly Tollygunge thereafter Jadavpur) now Pragati Maidan under Alipore Collectorate under the then Police Station – Jadavpur (previously Tollygunge), District – 24 Parganas now South 24 Parganas corresponding to Western portion of land covering an area of 17.72 Acres included

in the revised settlement Khatain No. – 654 (Khanda), 609 (Khada), 612, R.S. No. – 236 of Mouza – Dhapa, Police Station – Jadavpur (previously Tollygunge), under Alipore Collectorate, District – 24 Parganas now South 24 Parganas which corresponding to the Western portion of R.S. Dag No. – 87, and it was for greater clearness demarcated by a common boundary line passing North to South through the said Dag No. – 87.

AND WHEREAS the said Metropolitan Co-operative Housing Society Limited subsequently sold out certain portion of land to Dhakshinee Co-operative Housing Society Limited and certain portion of land was acquired by the Government of West Bengal for the purpose of construction of Eastern Metropolitan Bye Pass and thereafter the Society prepared a master plan in respect of remaining portion of aforesaid land dividing the same into four numbers of Sectors namely; A, B, C & AE respectively which were further divided into several plots of land with various infrastructures facilities to be allotted and transferred to its members.

AND WHEREAS on the basis of such master plan each members were allotted plots of lands for causing construction of houses on certain terms and conditions of payment of money on account of land development cost and other charges.

AND WHEREAS Subsequently the said society admitted one Smt. Shibani Ghosh wife of sri Sambhu Nath Ghosh as member of the society by it's the then managing committee in pursuance of a resolution adopted in the general meeting on 06.03.1977 on payment made by the said Shibani Ghosh, a total sum of Rs. 10,030/- (Ten Thousand Thirty) only, out of which Rs. 5,000/- (Five Thousand only) for 20 shares at the rate of Rs. 250/- (Two Hundred Fifty Only) per share and Rs.

5,030/- (Five Thousand Thirty Only) for development charges, donation and water charges, application fees and admission fee.

AND WHEREAS the said society by Virtue of the said membership allotted 4 cottahs of demarcated, distinguished plot of land being plot No.- 82, in sector-“B” of the said society and allotment letter was also issued in favour of said Shibani Ghosh on dated 08/05/1982 bearing reference No. PA/94 (249) by the Board of Special officer appointed by the Hon’ble High Court of Calcutta for managing the affairs of the society vide order dated 27/11/1977, in C.R. No. 5464 (W)/79 and C.R. No. 6212 (W)/79 arising out of two writ petitions filed in the said Hon’ble Court and the said society thereby conferred upon the said Smt. Shibani Ghosh under the provision of W.B. Co-Operative Society Act 1973, both heritable & transferable right in said plot of Land, and the said society also executed and registered a deed of Conveyance on dated 01/06/1985 in favour of the said Smt. Shibani Ghosh, which was registered in the office of the District Sub-Registrar Alipore, 24 Parganas, and recorded in book no.- I, Vol. No.- 78, pages- 150 to 163, being No.- 4624 for the year 1985.

AND WHEREAS Subsequently the said Smt. Shibani Ghosh Sold/Conveyed the said plot of land measuring more or less 4 cottahs with structure standing thereon being plot No.- 82, in sector-B of the said township in favour of SMT. PUSHPA KHOSLA, SMT. AMLA KHOSLA, SMT. SANGEETA KHOSLA, AND SMT. RADHIKA KHOSLA, the owners herein on 12/08/1991 at a total payment of Rs.- 1,00,000/- (One Lac Only), and the said deed was registered in the office of the A.D.S.R. Alipore (24 Parganas South) & recorded in Book No.- I, Volume No.- 195, Pages from 249 to 261, Being No.- 12410, for the year 1991.

AND WHEREAS since after purchase the Vendors recorded their names in the register of metropolitan Co-operative Housing Society limited as members of the society and has been paying rates and taxes to Municipal authority in their own name and exercising their rights of ownership in the said plot morefully and particularly detailed below in the schedule "A".

AND WHEREAS subsequently one of the aforesaid Allottee/owner Smt. Pushpa Khosla expired on 16/10/2020, and her membership was transferred to her daughter namely Smt. Kiran Kohli according to the nomination registered in the said society, AND another Allottee/owner Smt. Amla Khosla expired on 30/10/2020, and her membership was transferred to her husband namely Sri. Rajeev Kumar Khosla according to the nomination registered in the said society, and after that both the new members mutated their name in Kolkata municipal corporation with the existing members as ¼th proportionate ratio of share each.

AND WHEREAS the owners herein desire to make construction of building in the said property and for which they negotiated with the present Developer to develop and to make construction multi-storied building in the said property according to the plan (B/S. Plan No.) which has been sanctioned by the Kolkata Municipal Corporation through Borough No. VII, and the Developer also has agreed to develop the said property by investing his own money on the basis of some terms and condition mentioned in this Development Agreement and to avoid any future dispute between the parties have agreed to enter into the said agreement as hereunder written.

AND WHEREAS the Vendor/Owner for the purpose of development of the said property entered into a Development Agreement on 16/08/2021 with the

Developer for construction of multi - storied building in the said property and the said Development Agreement has been registered in the office of the **A.D.S.R. Sealdah, South 24 Parganas (West Bengal)**, and recorded in **Book No. – I, Volume No. – 1606-2021, Pages from 117753 to 117800, Being No. – 160602869 for the year 2021** and in connection with said Development Agreement dated 16/08/2021 also a Development Power of Attorney was executed and registered on 16/08/2021 and the said Power of Attorney has been registered in the office of the **A.D.S.R. Sealdah, South 24 Parganas (West Bengal)**, and recorded in **Book No. – I, Volume No. – 1606-2021, Pages from 115503 to 115532, Being No. – 160602888 for the year 2021**, in favour of the Developer, and the Developer has been empowered to sell the Developer's allocation by the Owner.

AND WHEREAS the Developer from his own allotment is interested to sell/transfer/convey the **1 (one) Self Contained Residential Flat measuring more or less Square feet super built up area** situated on the on the Floor (**Being No.**) within the limits of the Kolkata Municipal Corporation being the portion of Municipal premises No. **65, K.G. Bose Sarani (formerly known as Talpukur Road), Police Station – Beliaghata, Municipal Ward No. – 035, Kolkata – 700085, District – 24 Parganas (South)**, together with the undivided proportionate share of land and all other easement and appurtenances thereto morefully and particularly detailed below in the Schedule “B” and all other common right and easement and appurtenances thereto detailed below in the Schedule “C” and all other common expenses detailed below in the Schedule “D” at a total consideration of **Rs./- (Rupees)** only, which is free from all encumbrances and the Purchaser has agreed to purchase the above

mentioned property detailed below in the Schedule “B” from the Developer on payment of such consideration and the Vendor hereby confirm the same.

NOW THIS INDENTURE WITNESSETH that in pursuance of the said Agreement and in consideration of the said sum of **Rs.**/- (Rupees) only, paid to the Developer by the Purchaser on or before the execution of this present as per memo of consideration given below (the receipt whereof the Developer admit and acknowledge the said amount and declare that no amount is due from the Purchaser and the Vendor hereby confirm and release, discharge, and acquit the Purchaser, his heirs, executors, administrators, legal representatives and assigns) **ALL THAT the 1 (one) Self Contained Residential Flat measuring more or less Square feet super built up area** situated on the on the Floor (**Being No.**) within the limits of the Kolkata Municipal Corporation being the portion of Municipal premises No. **65, K.G. Bose Sarani (formerly known as Talpukur Road), Police Station – Beliaghata, Municipal Ward No. – 035, Kolkata – 700085, District – 24 Parganas (South)**, morefully and particularly detailed below in the Schedule “B” together with the undivided proportionate share of land and all other common right, easement and appurtenances thereto morefully and particularly detailed below in the Schedule “C” and all other common expenses, liabilities, restriction etc. detailed below in the Schedule “D” and delivered possession thereof to the Purchaser together with the right of user of existing facilities of the said premises and also the right to get supply of water from the underground water reservoir and overhead water tank and the right to install telephone line, electric line and all other essential amenities in the flat and to repair and maintain sewerage line of the said building and to

repair/replacement of the common space and passages and facilities of the said building commonly with other flat Owners and to pay proportionate cost for the common maintenances of the said building AND the Purchaser agree to repair and maintain the inside of the Schedule "B" property at his own cost **TO ENTER INTO AND TO HAVE AND TO HOLD, POSSESS AND PEACEFULLY ENJOY** the said property morefully and particularly described in Schedule "B" including the undivided proportionate share of the said land of the said premises hereby sold, transferred, conveyed or expressed or intended so to be with all of their right, title, interest, claim, demands, whatsoever unto and to the use of the Purchaser his heirs, and assigns forever free and discharged from or otherwise by the Vendor and the Developer well and sufficiently indemnified of and against all encumbrances, claims, liens etc. whatsoever created or suffered by the Vendor and the Developer in respect of the said flat **AND** the Vendor and the Developer hereby declare and confirm for themselves, their heirs, executors, administrators, representatives and assigns THAT notwithstanding any acts, deeds or things whatsoever by the Vendor/ Developer or by any of their predecessor or ancestors in title done or executed or knowingly suffered to the contrary, the Vendor and the Developer had at all material times heretofore and now have good right, title and interest, full power, absolute authority and indefensible title to grant, sell, convey, transfer, assign and assure and to confirm the said Schedule "B" property together with the undivided proportionate share of land morefully and particularly detailed below in the Schedule "B" along with other common facilities in the said building hereby sold, transferred, granted and conveyed or expressed or intended so to be unto and to the use of the Purchaser, his heirs, executors, and assigns in the manner aforesaid and the Vendor and the Developer have not yet done any act, deed or things

whereby the said flat mentioned in the Schedule "B" hereby conveyed have been encumbered and the Vendor and the Developer have not transferred the said Schedule "B" property to any one and the said property is not the Dubuttor or wakf property and is not subject matter of any legal proceeding or not affected by the K.M.D.A. or K.I.T. Scheme or by any other Government Scheme and the said Schedule "A" property is free from all encumbrances **AND** the Purchaser, his heirs, executors, administrators, legal representatives and assigns shall enjoy the said property detailed below in the Schedule "B" as owner with the right to bring separate electric meter in his own name at his own cost and shall use and enjoy the said flat and every part thereof and the Vendor and the Developer shall from time to time and at all times hereinafter at the request and at the cost of the Purchaser made do acknowledge executed and perfect with all paper, documents and cause to be made acknowledged, executed and performed with proper documents all such acts, deeds and matters and things whatsoever for further better and more perfectly assuring the Purchaser the said flat detailed below in the Schedule "B" hereby demised and every part thereof unto and to the use of the Purchaser, his heirs, executors assigns according to the true intent and meaning of these presents as shall or may be reasonably required by law **AND** the Purchaser shall possess and enjoy the said flat on the **Floor** of the said premises along with other common facilities described in the Schedule "B" with the absolute right and authority to sell, assign, transfer, gift, mortgage, letting out or by any other else as absolute owner of the said Schedule "B" property **AND** the Purchaser shall apply at the appropriate time for recording his name in the assessment record of the Kolkata Municipal Corporation as absolute Owner of the said Schedule "B" property and for separation of assessment thereof and to pay proportionate taxes to that effect and

any person/persons shall not be entitle to object to the said mutation or separation **AND** the Purchaser also shall be a member of the Association as would be formed by the flat owners for maintenance of the building and also shall pay proportionate maintenance charges to the Association or to any other competent person against proper receipt month by month **AND FURTHER** the Vendor and the Developer and all of their heirs executors, administrators, legal representatives shall at all times hereinafter indemnify and keep indemnified the Purchaser, his heirs, executors, administrators, legal representatives and assigns against any unwilling mistake or defect of title of the Vendor and the Developer and also confirm the Purchaser to execute any such deed or deeds to rectify any error etc. of the Deed at the cost of the Purchaser at any point of time and the Developer/Vendor further hereby confirm to the Purchaser that at the time of mutation of name before the Kolkata Municipal Corporation, the Vendor shall sign all necessary documents and shall provide all required documents to the Purchaser which may be required for the purpose of mutation of the purchased property.

SCHEDULE "A" PROPERTY
(ENTIRE PROPERTY)

ALL THAT piece and parcel of Bastu land measuring more or less 4 (four) Cottahs with G+IV storied Proposed building standing thereon Being Premises No. **A/P-82/B, Canal South Road**, in Sector – B of the Township of Metropolitan Co-operative Housing Society Limited, **(KMC Assessee No.- 140570210166)**, Police Station – Pragati Maidan (formerly Tiljala), Ward No. – 57, Kolkata – 700105, A.D.S.R. Sealdah, District 24 Parganas (South) A.D.S.R. Sealdah, in Touzi No. 173, 1298/2833, J.L. No. 2, Mouza Dhapa Nimakpoktan, R.S. No. 236, C.S. Khatian No. 654, 609 & 612, Revisional settlement Khanda Khatian Nos. 407, 408, 352, and

353, District Survey Settlement Khatian Nos.- 2, 21, & 43, corresponding to the entire R.S. Dag Nos. 248, 186, 187, 167, 87, 31, & 209, Dag No. 201, 140, 87, 209, & 141, and all easement and appurtenances thereto, which is butted and bounded as follows :-

ON THE NORTH : By Plot No.- 81, in Sector – “B”,
ON THE SOUTH : By 30’ – 0” feet wide Road,
ON THE EAST : By Plot No. – 73 in Sector – “B”
ON THE WEST : By 25’ – 0” feet wide Road.

SCHEDULE “B” PROPERTY

(FLAT UNDER AGREEMENT FOR SALE)

ALL THAT One Self Contained residential Flat (Being No.) measuring more or less **Sq. Ft. as super built area consisting of(.....) Bed Rooms,(.....) Kitchen,(.....) Drawing cum Dining &(.....) Toilet ,(.....), situated on the Floor** of the Proposed Newly Constructed G+IV Storied premises Being Premises No. **A/P-82/B, Canal South Road**, in Sector – B of the Township of Metropolitan Co-operative Housing Society Limited, (**KMC Assessee No.- 140570210166**), Police Station – Pragati Maidan (formerly Tiljala), Ward No. – 57, Kolkata – 700105, A.D.S.R. Sealdah, District 24 Parganas (South) A.D.S.R. Sealdah, together with the proportionate share of land and all right of user of common space, passages, in any manner whatsoever together with all areas, sewers, drains, water courses, rights, liberties, easements, appendages and appurtenances thereto.

SCHEDULE “C” ABOVE REFERRED TO
(COMMON AREAS AND FACILITIES)

- 1) Land underneath the building.
- 2) Stair case on all floors.

- 3) Stair case landing of all floors.
- 4) Lift and lift room of the building
- 5) Terrace of the building including chilakatha room.
- 6) Water pump, underground and overhead water tank, water pipes and other plumbing installations.
- 7) Electrical wiring, meters and fitting (excluding those as are installed for any particular flat), common electric meter box.
- 8) Drainage and sewerage.
- 9) Main gate of the building and the passage for entrance and exit of the ground floor and four sides open space of the building.
- 10) Four sides common passage of the Ground floor of the building.

SCHEDULE "D" ABOVE REFERRED TO
(COMMON EXPENSES)

1. The expenses of maintaining, repairing, re-decorating and renewing the main structure and in particular the drainage system, sewerage system, rain water discharge arrangement, water, electricity supply system to all common areas mentioned in Schedule "C" hereinbefore.
2. The expenses of repairing, maintaining, white washing and colour washing the main structure, outer side walls and common areas of the building and the roof of the building.
3. The cost of maintaining, cleaning and lighting the entrance of building, the passage and space around the building, lobby, stair-cases and other common areas and pump, etc.
4. Salaries of Durwan, if any and other expenses for maintaining the said building.

5. Proportionate Corporation taxes, for common area, water taxes, insurance premium and other taxes and outgoing whatsoever as may be applicable and/or payable on account of the said premises.
6. Such other expenses as may be necessary for or incidental to the maintenance and up keeping the premises and the common areas and amenities.

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

SIGNED, SEALED AND DELIVERED

at Kolkata in presence of: -

WITNESSES: -

1)

SIGNATURE OF THE VENDOR

2)

SIGNATURE OF THE PURCHASER

SIGNATURE OF THE DEVELOPER

Drafted by:

ARINDAM CHATTERJEE
Advocate,
Enrolment No. – F/2176/2017
Sealdah Civil Court
Kolkata – 700014

MEMO OF CONSIDERATION

RECEIVED from the within named Purchaser a sum of **Rs.**/-
(Rupees) only as full and final payment of the entire
consideration as per memo given below :-

SL	CHEQUE	BANK & BRANCH	DATE	AMOUNT
1				
2				

(Rupeesonly).

WITNESSES:-

1)

M/S. SANJIB PODDER

Proprietor

SIGNATURE OF THE DEVELOPER

2)