

**DEED OF CONVEYANCE**

**THIS DEED OF CONVEYANCE** is made on this \_\_\_\_ day of \_\_\_\_\_, 2023 [Two Thousand and Twenty Three]

**BETWEEN**

  
**ARYAN**  
Chatterjee  
Proprietor

(1) **SMT. SHIKHA ROY (PAN: BHAPR2321B & Aadhaar No. 7228-8158-2035)**, wife of Sri Bimal Roy and daughter of Gour Gobinda Saha, by faith Hindu, by occupation Housewife, nationality Indian, residing at 36, Middle Road, Post Office Sontoshpur, Police Station Survey Park (formerly Purba Jadavpur), Kolkata – 700075, District South 24 Parganas and (2) **SMT. JULIE SARKAR (PAN: BWJPS3059K & Aadhaar No. 8774-4873-3869)**, wife of Sri Susanta Sarkar and daughter of Dinesh Majumder, by faith Hindu, by occupation Housewife, nationality Indian, residing at 4/4, Kabi Sukanta Lane, Post Office Santoshpur, Police Station Survey Park (formerly Purba Jadavpur), Kolkata – 700075, District South 24 Parganas, hereinafter referred to as the '**LANDOWNERS**' (which term or expression unless excluded by or repugnant to the context or meaning shall include their heirs, successors, legal representatives, administrators and permitted assigns) of the **FIRST PART**, the Landowners herein being represented by their Constituted Attorney, **M/S. ARYAN**, a Proprietorship Firm having its office at C/47, Survey Park, Post Office Santoshpur, Police Station Survey Park (formerly Purba Jadavpur), Kolkata – 700075, District South 24 Parganas, represented by its Proprietor, **SRI ATANU CHATTERJEE (PAN AHOPD6541L and AADHAAR No. 3291 1060 3686)**, son of Late Dipankar Deogharia, by faith Hindu, by occupation Business, nationality Indian, residing at Narayani Apartment 4<sup>th</sup> Floor, 809, Madurdah, Post Office EKTP, Police Station Anandapur (formerly Tiljala), Kolkata – 700107, District South 24 Parganas, appointed as such vide a Development Agreement Alongwith Development Power of Attorney dated 16<sup>th</sup> December, 2021, registered in the Office of the District Sub-Registrar - III, Alipore, South 24 Parganas, recorded in Book No. I, Volume No. 1603-2021, at pages 415971 to 416013, being No. 160313122, for the year 2021;

**AND**

**SRI AMIT RANJAN MANDAL** [PAN: **BAIPM8830K** and **AADHAAR No. 9647-6201-5992**], son of Fatik Chandra Mandal, by faith Hindu, by occupation Service, nationality Indian, residing at Village Ratanpur, Post Office Govindpur, Police Station Govindpur, Ratanpur, PIN – 828109, District Dhanbad, Jharkhand, hereinafter referred to as the **PURCHASER** (which expression shall unless excluded by or repugnant to the context be deemed to include his heirs, successors, executors, legal representative, administrators and assigns) of the **SECOND PART**;

**AND**

**M/S. ARYAN**, a Proprietorship Firm having its office at C/47, Survey Park, Post Office Santoshpur, Police Station Survey Park (formerly Purba Jadavpur), Kolkata – 700075, District South 24 Parganas, represented by its Proprietor, **SRI ATANU CHATTERJEE** (PAN **AHOPD6541L** and **AADHAAR No. 3291-1060-3686**), son of Late Dipankar Deogharia, by faith Hindu, by occupation Business, nationality Indian, residing at Narayani Apartment 4<sup>th</sup> Floor, 809, Madurdah, Post Office EKTP, Police Station Anandapur (formerly Tiljala), Kolkata – 700107, District South 24 Parganas, hereinafter referred to and called as the **“DEVELOPER/CONFIRMING PARTY”** (which term or expression shall unless otherwise excluded by or repugnant to the context or subject be deemed to mean and include its successor or successors-in-interest, executors, administrators, representatives and/or assigns) of the **THIRD PART**

The Landowners, the Purchaser and the Developer/Confirming Party are hereinafter individually referred as **“Party”** and collectively as **“Parties”**.

### **Background, Representations, Warranties and Covenants:**

The Landowners and Developer/Confirming Party represent and warrant to and covenant with the Purchaser regarding title as follows:

1. At all material time **(1)** Guiram Pramanik and **(2)** Ekadasi Pramanik were the joint, recorded and absolute owners in respect of land measuring 12.87 (twelve point eight seven) acres, more or less, equivalent to 39 (thirty nine) bighas, more or less, comprised in R.S. *Dag* No. 455, recorded under R.S. Khatian No. 187, *Mouza* Madurdaha, J.L. No. 12, Police Station Tiljala (presently Anadapur), Kolkata-700107, within the limit of Kolkata Municipal Corporation, Ward No. 108, Sub-Registration Office Sealdah, District South 24 Parganas (**Mother Property**), free from all encumbrances.
2. By a Deed of Sale registered in the Office of the Sub-Registrar, Alipore, recorded in Book No. I, Volume No. 89, at pages 170 to 177, being Deed No. 4917 for the year 1962, said **(1)** Guiram Pramanik and **(2)** Ekadasi Pramanik sold, conveyed and transferred unto and in favour of Champa Kumari Singhi, All That piece and parcel of demarcated land measuring 2.97 (two point nine seven) acres, more or less, equivalent to 9 (nine) bighas, more or less, being identified as Scheme Plot No. 'P.C.-4', out of the Mother Property (**Property Of Champa**), free from all encumbrances.
3. By a Deed of Sale dated 21<sup>st</sup> February, 1981, registered in the Office of the District Sub-Registrar, Alipore, recorded in Book No. I, Volume No. 84, being Deed No. 1897 for the year 1981, said Champa Kumari Singhi sold, conveyed and transferred unto and in favour of Ganga Prasad Ghosh, All That piece and parcel of demarcated land measuring 30 (thirty) cottahs, more or less, being the southern portion of the identified Scheme Plot No. 'P.C.-

- 4', out of the Property Of Champa (**Larger Property**), free from all encumbrances.
4. For beneficial use and enjoyment of the said Larger Property, said Ganga Prasad Ghosh subdivided the Larger Property into several plots of land including the area of adjacent pathway/road thereof.
  5. Thereafter, by a Deed of Sale dated 16<sup>th</sup> November, 1981, registered in the Office of the District Sub Registrar, Alipore, recorded in Book No. I, Volume No. 384, at pages 1 to 7, being Deed No. 12359 for the year 1981, said Ganga Prasad Ghosh sold, conveyed and transferred **ALL THAT** the piece and parcel of land net measuring about 3 (three) Cottah 6 (six) Chittak 34 (thirty four) square feet, more or less [excluding land of the adjacent pathway/road measuring 1 (one) cottah 8 (eight) chittack 20 (twenty) Square Feet, more or less], being identified as Scheme Plot No. PC-4/2, out of the Larger Property (hereinafter referred to as the "**Said Premises**"), unto and in favour of Sri Bibhuti Bhusan Das Bhowmick, free from all encumbrances.
  6. In the above mentioned circumstances, said Sri Bibhuti Bhusan Das Bhowmick became the sole and absolute owner of the Said Premises and while seized and possessed of the same mutated his name in the records of the Kolkata Municipal Corporation which became known and numbered as Premises No. 1528, Madurdah, Police Station Anandapur (formerly Tiljala), Kolkata- 700107, District South 24 Parganas, having Assessee No. 31-108-05-1896-5 and has been enjoying the same free from all encumbrances by paying taxes and revenue thereof.
  7. Thereafter, by a Deed of Conveyance dated 23<sup>rd</sup> May, 2008, registered in the Office of the District Sub Registrar-III, Alipore, recorded in Book No. I, CD Volume No. 12, at pages 3883 to 3903, being Deed No. 04099 for the year 2008, said Sri Bibhuti Bhusan Das Bhowmick sold, conveyed and transferred the Said Premises **together with** a tile shed structure measuring 100 (one

hundred) square feet, more or less, unto and in favour of M/s. D.S. Enterprise, a Partnership Firm of (1) Sri Chinmoy Datta and (2) Sri Goutam Sarkar as its Partners, free from all encumbrances.

8. In the above mentioned circumstances said M/s. D.S. Enterprise became the sole and absolute owner of the Said Premises and while seized and possessed of the same mutated its name in the records of B.L. & L.R.O. office vide Reference No. M/C No. 847/2019 dated 26.11.2019, presently recorded under L.R. Khatian No. 775 and also mutated its name in the records of the Kolkata Municipal Corporation vide Assessee No. 31-108-05-1896-5 and has been enjoying the same free from all encumbrances by paying taxes and revenue thereof.
9. Thereafter, by a Deed of Conveyance dated 4<sup>th</sup> October, 2021, registered in the Office of the District Sub Registrar-V, Alipore, recorded in Book No. I, Volume No. 1630-2021, at pages 147055 to 147097, being Deed No. 3913 for the year 2021, said M/s. D.S. Enterprise [represented by its Constituted Attorney, (1) Sri Bimal Roy and (2) Sri Susanta Sarkar, appointed as such vide a General Power of Attorney, dated 23/08/2016, registered in DSR-V, Alipore, recorded in Book No. IV, being No. 0189/2016] sold, conveyed and transferred the Said Premises **together with** a tile shed structure measuring 100 (one hundred) square feet, more or less, unto and in favour of (1) Smt. Shikha Roy and (2) Mrs. Julie Sarkar, free from all encumbrances.
10. In the above mentioned events and circumstances said (1) Smt. Shikha Roy and (2) Mrs. Julie Sarkar (collectively Landowners herein) became the joint and absolute owners in respect of the Said Premises and while seized and possessed of the same mutated their name in the records of the Kolkata Municipal Corporation vide Assessee No. 31-108-05-1896-5 and have been

enjoying the same free from all encumbrances by paying taxes and revenue thereof.

11. Thus the Landowners herein became the joint and absolute owners of the Said Premises, morefully described in the **First Schedule** hereunder written, being, **ALL THAT** the piece and parcel of land net measuring about 3 (three) Cottah 1 (one) Chittak 30.381 (thirty point three eight one) square feet, more or less, being Scheme Plot No. PC-4/2, lying and situate at Mouza Madurdaha, J.L. No. 12, Touzi No. 2998, comprised in C.S. Dag No. 448, recorded under C.S. Khatian No. 133, corresponding R.S./L.R. Dag No. 455, recorded under R.S. Khatian No. 187, L.R. Khatian No. 775, Police Station Anandapur (formerly Tiljala), being Municipal Premises No. 1528, Madurdah, Kolkata – 700107, within the limits of the Kolkata Municipal Corporation, Ward No. 108, District South 24 Parganas and has been enjoying the same free from all encumbrances by paying taxes and revenue thereof.
12. Said **(1)** Smt. Shikha Roy and **(2)** Mrs. Julie Sarkar (collectively Landowners herein) entered into a Development Agreement Alongwith Development Power of Attorney dated 16<sup>th</sup> December, 2021, registered in the Office of the District Sub-Registrar - III, Alipore, South 24 Parganas, recorded in Book No. I, Volume No. 1603-2021, at pages 415971 to 416013, being No. 160313122, for the year 2021, with Messieurs Aryan (the Developer/Confirming Party herein) for commercial exploitation of the Said Premises by constructing and developing a multi-storied building on the land of the Said Premises, on the terms and conditions mentioned therein.
13. With the intention of developing and commercially exploiting the Said Premises and selling spaces therein, the Developer caused a building plan sanctioned in the name of the Landowners by the Kolkata Municipal Corporation vide Building Permit No.

2022120100, dated 20<sup>th</sup> May, 2022 (**Sanctioned Plan**), for construction of the proposed G+3 storied building (**Said Building**) on the land of the Said Premises.

14. According to the said Development Agreement dated 16<sup>th</sup> December, 2021, the Developer have been fully empowered to construct the Said Building on the Said Premises according to the said Sanctioned Plan and shall have right to sell the Developer's Allocation of the Said Building to the intending purchaser/s.
15. The Purchaser herein approached the Developer/Confirming Party to acquire a residential **Flat No. 2A** (north-east-west facing), having super built-up area of **854 (eight hundred and fifty four)** square feet, more or less, on the Second Floor (hereinafter referred to as the **Said Flat**) of the Said Building, **TOGETHER WITH** right to park one medium size car in the covered space measuring about **120 (one hundred and twenty) Square Feet**, more or less, on the Ground Level (hereinafter referred to as the **Parking Space**) within the Said Premises, and being fully satisfied on verification of all relevant documents about the right, title and interest of the Landowners herein as well as of the said Developer/Confirming Party, the said Purchaser expressed his interest to acquire the Said Flat, Parking Space and appurtenances thereto (collectively referred to as the **SAID UNIT**, morefully described in **SECOND SCHEDULE** hereunder, forming part of the Developer's allocation) in the Said Building/Said Premises. The Landowners and the Developer/Confirming Party herein also agree to sale/transfer the Said Unit at a total consideration of **Rs. 40,50,000/- (Rupees Forty Lakh Fifty Thousand Only)** and have entered into an Agreement for Sale in this regard.
16. The Developer has completed construction of the proposed new Building according to the Sanctioned Plan.



17. In furtherance of the above, the Landowners and the Developer are completing the sale of the Said Unit in favour of the Purchaser, by these presents, on the terms and conditions contained herein, free from all encumbrances.
18. The Landowners and the Developer have good right, full power, absolute authority and indefeasible title to grant, sell, convey, transfer, assign and assure the Said Unit to the Purchaser.

**NOW THIS DEED OF CONVEYANCE WITNESSETH:**

1. That in pursuance of the said agreement and in consideration of sum of **Rs...../- (Rupees.....Only)** paid by the Purchaser to the Developer/Confirming Party, on or before the execution of these presents (the receipt whereof the Developer/Confirming Party doth hereby admits and acknowledges and also by the **MEMO OF CONSIDERATION** written hereunder and of and from the receipt of the same, the Developer/Confirming Party doth hereby releases and discharges the properties sold by these presents and also the Purchaser) the Landowners doth hereby sell, transfer, grant, convey, assign and assure and the Developer/Confirming Party assures and confirms unto and to the use of the said Purchaser, free from all encumbrances, lispenses and without any defects in title the Said Unit, i.e. **ALL THAT** one self-contained Residential **Flat No. 2A** (north-east-west facing), on the **Second Floor**, measuring super built-up area of **854 (eight hundred and fifty four)** square feet, more or less, comprised in the Said Building **TOGETHER WITH** right to park one medium size car in the covered space measuring about 120 (one hundred and twenty) square feet, more or less, on the Ground Level of the Said Premises, more fully described in the **First Schedule** hereunder **together with** proportionate, undivided and impartible share in

the land of the Said Building/Said Premises **along with** common rights in the common areas and facilities of the Said Building/Said Premises and the properties appurtenances thereto, which are more fully and particularly described in the **Third Schedule** hereunder written **together with** all other easement, quasi-easement rights, benefits, privileges appurtenant thereto for beneficial use and enjoyment of the aforesaid Said Unit **together with** all estates, rights, title, interests, claim and demand whatsoever of the Landowners and the Developer in the Said Unit in law and equity **TO ENTER UPON AND TO HAVE, HOLD, OWN AND POSSESS** the same unto and to the use of the Purchaser, absolutely and forever, free from all encumbrances.

2. **THE LANDOWNERS AND THE DEVELOPER DO HEREBY COVENANT WITH THE PURCHASER AS FOLLOWS:**

- a) That notwithstanding any acts, deeds or things hereinbefore done, executed or knowingly suffered to the contrary the Landowners and Developer are now lawfully seized and possessed of the Said Unit free from all encumbrances, attachments or any defects in title whatsoever;
- b) That the interest, the Landowners and the Developer do hereby profess to transfer, subsist and they have a good right, full power and absolute authority to sell, transfer, grant, convey, assign and assure the Said Unit sold by these presents;
- c) That the Purchaser shall hereafter peaceably and quietly hold, possess and enjoy the Said Unit without any claim or demand whatsoever from the Landowners or the Developer or any person claiming through or under them;

- d) That the Landowners covenant with the Purchaser that the Landowners have a clear and marketable title in the properties being sold by these presents without any charges, encumbrances and defects in title;
- e) That the Landowners and the Developer covenant with the Purchaser that they shall at the request and cost of the Purchaser do or execute or caused to be done or executed all lawful acts, deed or things whatsoever for further and more perfecting the title of the Said Unit or any part thereof sold by these presents;
- f) That simultaneously with the execution of these presents the Landowners and Developer/Confirming Party deliver peaceful possession of the Said Flat to the Purchaser.
- g) That the Purchaser shall be entitled to mutate his name in the records of the Kolkata Municipal Corporation and any other relevant authority with respect to the Said Unit;
- h) The Purchaser shall be entitled to sell, transfer, mortgage, lease and exercise all other acts of ownership with respect to the Said Unit without any restriction or permission from the Landowners or the Developer/Confirming Party or any persons claiming under them.

**3. THE PURCHASER DO HEREBY COVENANTS WITH THE LANDOWNERS AND DEVELOPER AS FOLLOWS:**

- a) That the Purchaser shall always pay the proportionate common maintenance expenses as detailed in the **Fourth Schedule** written hereunder.

- b) That the Purchaser shall all time hereafter pay all municipal taxes, GST and other impositions and out-goings in respect of the properties sold by these presents i.e. Said Unit;
- c) The right of the Purchaser shall remain restricted only to the properties detailed in the Second Schedule written hereunder and the Purchaser shall have common rights in the common areas and facilities of the Said Building/ Said Premises. However, the Purchaser shall not be entitled to claim exclusive right or partition of the said common areas and facilities mentioned in the Third Schedule written hereunder. It is pertinent to mention here that the entire ground area save and except the said parking space (sold herein), staircase and lift area shall remain with the Landowners and the Developer and the Purchaser shall not claim any right, title and/or interest therein whatsoever and howsoever.
- d) That the Purchaser shall not do anything which would likely cause damage or deterioration to the superstructure of the building;
- e) That the Purchaser shall become member of the body or association formed for management and administration of the said building and abide by the rules and regulations framed by them from time to time;
- f) That the Purchaser shall not claim any partition or exclusive right on the land of the Said Premises or in the common areas and facilities;

- g) That the Purchaser shall not do anything whereby the other owners and occupiers of the units of the said building will be disturbed, affected or prejudiced in any manner whatsoever.

**FIRST SCHEDULE REFERRED TO AS ABOVE**

(Description of the “**SAID PREMISES**”)

**ALL THAT** the piece and parcel of land net measuring about 3 (three) Cottah 1 (one) Chittak 30.381 (thirty point three eight one) square feet, more or less, being Scheme Plot No. PC-4/2, lying and situate at Mouza Madurdaha, J.L. No. 12, Touzi No. 2998, comprised in C.S. Dag No. 448, recorded under C.S. Khatian No. 133, corresponding R.S./L.R. Dag No. 455, recorded under R.S. Khatian No. 187, L.R. Khatian No. 775, Police Station Anandapur (formerly Tiljala), being Municipal Premises No. 1528, Madurdah [Zone: Mundapara to Nazirabad], Kolkata – 700107, within the limits of the Kolkata Municipal Corporation, Ward No. 108, District South 24 Parganas, having Assessee No. 31-108-05-1896-5, together with all easement and other rights thereto which is butted and bounded as follows:-

ON THE NORTH : By 20' (twenty feet) wide Road;  
ON THE SOUTH : By land of others;  
ON THE EAST : By land of others;  
ON THE WEST : By 20' (twenty feet) wide Road;

**SECOND SCHEDULE REFERRED TO AS ABOVE**

(Description of the “**SAID UNIT**” being sold in these presents)

**ALL THAT** one self-contained Residential **Flat No. 2A** (north-east-west facing), on the **Second Floor**, measuring super built-up area of **854 (eight hundred and fifty four)** square feet, more or less, in the said G+3 storied building, namely, “*Aryan Amelia*” **TOGETHER WITH** right to park one medium size car in the covered space measuring about **120 (one hundred and twenty)** square feet, more or less on the Ground Level of the Said Premises, morefully described in the **First Schedule** hereinabove **together with** proportionate, undivided and impartible share in the land of the Said Building/Said Premises **along with** common rights in the common areas and facilities of the Said Building/Said Premises and the properties appurtenances thereto, which are more fully and particularly described in the **Third Schedule** hereunder written **together with** all other easement, quasi-easement rights, benefits, privileges appurtenant thereto for beneficial use and enjoyment of the aforesaid Flat. The Said Flat is also delineated in the **Map** or **Plan** annexed with this deed and bordered in colour ‘**Red**’ thereon.

**THE THIRD SCHEDULE ABOVE REFERRED TO**  
**(Common areas and facilities)**

1. The vacant spaces around the said premises in accordance of sanction plan.
2. The spaces within the building comprised of ingress and egress of the said building, staircase landing lobbies etc.
3. All installation for common service such as drainage of the building and also side walls, Boundary wall and gates, water supply and plumbing arrangement in the premises, electrical connection and other civil amenities, septic tank of the premises.
4. Reservoir in the Ground Floor, reservoir on the roof on the top floor of the building, pump, motor, pipe lines and all other appurtenances and installation in the premises for common use.
5. Septic tanks, soak pits and sewerage which are connected.
6. Common toilet/bath room (if any), transformer, electric meter room, electric meter for common areas and facilities, water pump with motor.
7. Lift, lift Machineries and the space thereof.
8. All other facilities and amenities in the premises which are intended for common use.

## **THE FOURTH SCHEDULE ABOVE REFERRED TO**

(Common Expenses)

1. All costs of maintenance, operating, replacing, repairing, white washing painting, decorating, re-decorating, re-building, re-constructing, lighting the common portion and the common areas of the proposed building including the maintenance of outer walls;
2. The salary of all persons employed for the common purpose including durwans, security personnel, sweepers, plumbers, electrician etc.
3. Insurance premium for insuring the said building (if any);
4. All charges and deposits for the suppliers of common utilities to co-owners in common;
5. All tax, water tax and other levies in respect of the land and the said building save those separately assessed on the Purchasers.
6. Cost of formation and operation of the Owners' Association.
7. Costs of running maintenance, repairs and replacement of pumps, and other common installation including their license fees, taxes and other levies (if any);
8. Electricity charges for the electrical energy for the operation of the common services like Pump, Stair Case Light, etc.
9. The office expenses incurred for maintaining an office for common purposes.



10. All other expenses, taxes, rates and other levies etc. as are deemed by the Developer/Confirming Party to be necessary or incidental or liable to be paid by the co-owners in common including such amount as be fixed for creating a fund for replacement, renovation, painting and or periodic repairing of the common portions.

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

**SIGNED AND DELIVERED** by  
the parties above named at  
Kolkata  
in the presence of:

- 1.

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**LANDOWNERS**  
represented by Constituted  
Attorney, **ARYAN**

- 2.

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**PURCHASER**

**Drafted by:-**

**Shuvadip Chakraborty**  
*Advocate*  
*High Court at Calcutta*

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**DEVELOPER/CONFIRMING  
PARTY**

**WITNESSES:**

1.



Handwritten signature of Aryan Chakraborty. Below the signature is a rectangular stamp containing the text "ARYAN Chakraborty" and "Proprietor" with a signature-like flourish underneath.

2.

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**DEVELOPER/CONFIRMING PARTY**