

DEED OF CONVEYANCE

**THIS DEED OF CONVEYANCE IS MADE ON THIS THE _____ DAY
OF _____, 2018 AT KOLKATA**

BY AND BETWEEN

M/S. FORUM PROJECTS PRIVATE LIMITED, (CIN U70109WB1981PTC033872)
& (PAN No. AADCS7575E), a company incorporated under the provisions of Companies Act, 1956 having its Registered Office at 4/1 Red Cross Place, Kolkata-700001, P.S. Hare Street, P.O.- G.P.O., represented by its Authorised Signatory / Director / Attorney, Mr. _____ (PAN NO. _____) (Aadhar No. _____) residing at _____, P.O. _____, P. S. _____, Kolkata, West Bengal, who is duly authorized by the Board Resolution dated _____, hereinafter referred to as the **VENDOR / PROMOTER**, (which expression shall unless excluded by or repugnant to the context shall mean and include its Successors/Successors-in-interest, office administrators, representatives and assigns) as the Party of the **FIRST PART**.

AND

_____, (CIN no. _____) a company incorporated under the provisions of the Companies Act, [1956 or 2013, as the case may be], having its registered office at _____, (PAN _____), represented by its authorized signatory, _____, (Aadhar no. _____) duly authorized vide board resolution dated _____, hereinafter referred to as the “**Allottee / Purchaser**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, executors, administrators and permitted assignees).

[OR]

[If the Allottee is a Partnership]

_____, a partnership firm registered under the Indian Partnership Act, 1932, having its principal place of business at _____, (PAN _____), represented by its authorized partner, _____, (Aadhar no. _____) authorized vide _____, hereinafter referred to as the “**Allottee / Purchaser**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors-in-interest, executors, administrators and permitted assignees, including those of the respective partners).

[OR]

[If the Allottee is an Individual]

Mr. / Ms. _____, (Aadhar no. _____) son / daughter of _____, aged about _____, residing at _____, (PAN _____), hereinafter called the “**Allottee / Purchaser**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assignees).

Hereinafter referred to as the **PURCHASER / ALLOTTEE** (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his legal heirs, executors, representatives, agent and assigns) as the party of the **SECOND PART**

WHEREAS

1. One Tarini Churn Law son of Late Chandi Churn Law was the owner of all that land admeasuring approximately 1 Bigha 5 Cottahs and 4 Chittaks together with old brickbuilt dwelling house situated at municipal Premises No. 12, Ballygunge Park Road, Kolkata – 700 019, Police Station previously Ballygunge at present Karaya within Municipal Ward No. 65 of the Kolkata Municipal Corporation.
2. The said Tarini Churn Law (since deceased), during his lifetime by a registered deed of trust dated 16th January 1945, registered in the office of the registrar of Calcutta and recorded in Book No. I, Volume No. 35, Pages 129 to 136, being Deed No. 762 of 1945 (hereinafter referred to as the Trust Deed) amongst others, transferred the aforesaid Premises to be held in trust and the said Trust Deed inter alia provides that the Settler and the Trustee shall hold the trust properties which included the said premises in trust for the benefit of the settler's son Sri Jadab Churn Law and his heirs and that upon the father's death of the settler and the trustee, the Trust Property shall devolve absolutely and forever upon the said Jadab Churn Law and his heirs, executors, administrators and legal representatives.
3. The said Tarini Churn Law died intestate and upon his death the said trust had come to an end and all the trust properties including the said premises stood vested in his son Jadab Churn Law absolutely and forever.
4. During the lifetime of Said Jadab Churn Law, his wife Smt. Ruby Law and his two daughters namely Devalina Law and Sharmistha Law filed a suit in the second court of Munsif at Alipore being Title suit No. 381 of 1983 for the following reliefs:
 - a. For a decree declaring that the plaintiffs each have got equal share and right, title interest in the suit properties with that of the defendant

- b. For a decree declaring that Defendant has got no right to sell and to encumber, mortgage , transfer, lease out or alienate the suit properties without written consent and permission of the plaintiffs
 - c. For a decree for permanent injunction restraining the defendant to transfer or encumbering the suit properties to any person or persons without the written consent of the plaintiffs
 - d. For a decree for permanent injunction restraining the defendant from disturbing possession of the plaintiffs in the suit properties and also restraining the Defendant from realizing rent or inducting any tenant in the suit properties without the written consent of the plaintiffs.
 - e. For issue of temporary injunction
 - f. For appointment of Receiver
 - g. For costs of the suit
 - h. Any other relief /reliefs as the Plaintiffs are entitled to law and equity
5. Disputes in the said suit were referred to the sole arbitration of Mr. Dwaipayan Mitra (thereafter referred to as the Arbitrator) who made and published his award dated 5th November 1984 (thereinafter referred to as the said Award) whereby the said Arbitrator had awarded that Jadab Churn Law, Ruby Law, Devalina Law and Sharmistha Law were entitled to undivided 1/4th share or interest therein.
6. In pursuance of an application having been filed in the said suit, the said suit was decreed on 27th March 1985 in terms of the said award.
7. In the premises and by virtue of the said award and the said decree passed in the said suit , the said Jadab Churn Law, Smt Ruby Law, Devalina Law and Sharmistha Law became entitled to the said properties including premises No. 12 Ballygunge Park Road , Kolkata each one of them being entitled to undivided 1/4th share or interests therein.

- 8.** On the application of Jadab Churn Law, Smt Ruby law, Devalina Law and Sharmistha Law have been mutated as the joint owners of the premises in the records of the Calcutta Municipal Corporation
- 9.** After mutation of the premises, the Jadab Churn Law, Smt Ruby law, Devalina Law and Sharmistha Law obtained the ULC Clearance certificate from the Competent authority under the Urban Land [Ceiling and Regulation] Act 1976 vide Memo No. 1079UL/ XVI-883/ 93 dated 10th October, 1994.
- 10.** Jadab Churn Law died intestate on or about 4th August 2005 leaving behind him surviving his wife Ruby Law and his two daughters namely Devalina Law and Sharmistha Law who upon his death became entitled to the said Premises each one of them being entitled to undivided 1/3rd (one third) share or interest therein.
- 11.** In the circumstances Ruby Law and his two daughters namely Devalina Law and Sharmistha Law became entitled to undivided 1/3rd (one third) share or interest in or upon the said premises admeasuring an total area of 1(one) Bigha 7(seven) Cottahs 8(eight) Chittaks and 34.82 (thirty four point eighty two) sq ft till date without any disturbance, claim and/ or demand from any Party and/ or Authority.
- 12.** Thereafter the said Ruby Law and his two daughters namely Devalina Law and Sharmistha Law agreed to sell the said premises to M/s Forum Projects Pvt Ltd.
- 13.** By a Registered Deed of Sale dated 13th December, 2011 registered at the office of District Sub Registrar – III, South 24 Parganas and recorded in Book No – I, Volume No – 19, Pages from 10259 to 10277 being No. 09700 for the year 2011 the said Smt Ruby Law , Devalina Law and Sharmistha Law sold all that 1 Bigha 5 cottahs and 4 Chittacks together with old brick built dwelling house standing thereon being Municipal Premises No. 12, Ballygunge Park Road, Kolkata – 700 019 , P.S. Ballygunge now Karaya to M/s Forum Projects Pvt Ltd.

14. By virtue of such deed Forum Projects Pvt. Ltd. became the owner of all that land measuring 1 Bigha 5 cottahs and 4 Chittacks together with old brick built dwelling house standing thereon being Municipal Premises No. 12, Ballygunge Park Road, Kolkata – 700 019 , P.S. Ballygunge now Karaya, herein after referred to as the Said Premises and/or the Said Land more fully described in First Schedule herein.
15. The said Forum Projects Pvt Ltd thereafter got their name mutated in the records of Kolkata Municipal Corporation with respect to the said premises.
16. The Vendor/ Promoter is fully competent to enter into this Deed and all the legal formalities with respect to the right, title and interest of the Vendor/Promoter regarding the Said Land on which Project is to be constructed have been completed;
17. The Vendor/Promoter constructed the Said Building in accordance with the Sanction Plan, sanctioned by Kolkata Municipal Corporation, having Building permit No. 2017070130 dated 05.12.2017.
18. The **Allottee / Purchaser** had applied for allotment of an Apartment in the Said project developed by the Vendor/Promoter and in furtherance thereof have been allotted Apartment situated on the _____ floor of “**Forum Footprints**” vide allotment letter dated _____ , herein after referred to as the Said Apartment.
19. Subsequently an Agreement for Sale has been executed by and between the Parties on the _ day of _____ 2018 detailing the terms and condition of the Sale of the Apartment consisting of /comprising of bedrooms and baths, living room, dining room, kitchen, ad-measuring about _____sq. ft. carpet area situated on the _____ floor of “**Forum Footprints**” together with (No.) _____ (_____) covered/open/mechanical Car Park and undivided proportionate share, right, title and interest in the said Premises (more fully and particularly described in the **SECOND**

SCHEDULE hereunder written) for such consideration amount as mentioned therein.

20. In consonance with the said Agreement to Sale the Allottee / Purchaser has made payments to the Vendor/ Promoters thereof and the Parties are now desirous of executing this Deed for affecting the sale of the Said Apartment in favour of the **Allottee/ purchaser.**

NOW THIS DEED WITNESSETH that, In consideration of the sum of Rs. _____
_____/ - (Rupees _____) Only) paid by the **Allottee / Purchaser** to the Vendor/Promoter hereto on or before the execution of these presents, the receipt whereof the Vendor do hereby admit and acknowledge, the details of which are more fully described in Memo of consideration mentioned herein, and from the same and every part thereof acquit, release and forever discharge the **Allottee / Purchaser** and the Said Apartment, the Promoter / Vendors hereto sell, transfer, convey, assign and assure unto and in favour of the **Allottee / Purchaser ALL THAT** one Residential Apartment consisting of/ comprising of bedrooms and baths, living room, dining room, kitchen, type- Duplex ad-measuring about _____ sq. ft. carpet area situated on the _____ floor of “**Forum Footprints**” together with _____ (_____) Nos. of Covered/open/mechanical Car Park more fully described in **SECOND SCHEDULE** herein, a map of which is annexed hereto as **Annexure A** delineated in Red therein, and undivided proportionate share, right, title and interest written hereunder with proportionate shares in the common areas and facilities, fixtures and fittings together with undivided, impartible proportionate share of the said premises thereunto mentioned in the **FIRST SCHEDULE** written hereunder free from all encumbrances and attachments **TOGETHER WITH** the reversion or reversions, remainder or remainders and the rent issues and profits of and in connection with the said undivided share **AND** all the estate right title interest property claim and demand whatsoever of the Vendor/Promoter into out of or upon the said undivided share in relation to the Said Apartment **AND ALSO** the proportionate share or interest in the staircase corridors, roof common parts passages and paths fittings, fixtures and equipment and other common parts, area and portions appertaining to the said building more fully and particularly described in the **THIRD SCHEDULE** written hereunder **TO HAVE AND TO HOLD** the said undivided proportionate share of land in respect of the Said Apartment

TOGETHER WITH its rights interests and appurtenances whatsoever unto the **Allottee / Purchaser** absolutely and forever free from all encumbrances, charges, liens and attachments whatsoever **SUBJECT NEVERTHELESS** to the easements or quasi easements and other stipulations or provisions connected with the beneficial use and enjoyment of the said undivided share more fully and particularly described in the **FOURTH SCHEDULE, BUT TOGETHER WITH** the right to use the staircases electrical installations corridors entrances lobby and other common parts and passages, in common with other lawful occupiers and/or co/ **Allottee / Purchaser** of the said multistoried building and/or parts thereof for the purpose of an uninterrupted access to and from the main Municipal road or otherwise. **TO HAVE AND TO HOLD** the Said Apartment hereby granted, sold , conveyed and transferred or expressed and intended so to be unto to the use of the **Allottee / Purchaser**, his executors, co-partners, representatives and assigns and forever free from all encumbrances **AND** the Vendor/Promoter do hereby covenant with the **Allottee / Purchaser** that notwithstanding any act, deed of things whatsoever by the Vendor/Promoter any of his predecessors – in - title or executed or knowingly referred to the contrary, the Vendor/Promoter has good right, full power and absolute authority regarding the said residential Apartment and indefeasible title to grant, sell transfer or expressed or intended to do so unto and to the use of the **Allottee / Purchaser**, his heirs, executors, administrators, representatives and assigns shall from this day and may at all times hereafter peaceably, quietly and suitably possess and enjoy the said flat and receive the rents, issues, profits thereof without any lawful eviction, hindrance, interruption, claim or demand whatsoever from or by the Vendor/Promoter or any person or persons lawfully or equitably claiming from under or in trust from or under any title **AND THAT** the **Allottee / Purchaser** will and sufficiently secured of from and against all and all manner of claim, charges, liens, debts, attachments and encumbrances whatsoever made or suffered by the Vendor/Promoter or any or their predecessor-in-title or any person or persons lawfully or equitably claiming as aforesaid and **FURTHER** that the Vendor/Promoter and all persons having or lawfully or equitably claiming any estate or interest whatsoever in the said flat or any part thereof from under or in trust for them the Vendor or any of his Predecessor-in-title shall be from time to time and at all times hereafter at the request and cost of the **Allottee / Purchaser**, his heirs, executors, administrators, representatives and assigns do or caused to be done and executed all such acts deeds and things whatsoever for further better and more perfectly assigning the said flat and every part thereof unto and to the use of the **ALLOTTEE /PURCHASER**, his administrators, representatives and assigns in manner aforesaid as shall or may be reasonably required.

The Vendor also conveyed the proportionate common portions in the said building more fully and particularly described in the **THIRD SCHEDULE** written hereunder to the **Allottee / Purchaser** herein for its/ their common enjoyment of the same along with the other occupiers as well as **Allottee / Purchaser** /s of the Apartment/s in the Said building. The Vendor/Promoter also covenants, with the **Allottee / Purchaser** that the **Allottee / Purchaser** shall have proportionate, undivided and impartible share in the Common Areas and facilities as described in the **THIRD SCHEDULE** below. The **Allottee / Purchaser** undertakes to become the member of and/or be associated with the organization formed, if any, with respect to the management of the Building of any form or nature as may be deemed fit by the Vendor/Promoter and/or the occupiers of the Building. The **Allottee / Purchaser** also agrees to bear the proportionate common expenses relating to enjoyment and management of the common portions of the Buildings, the details whereof are more fully described in the **FIFTH SCHEDULE** written hereunder.

The **Allottee / Purchaser** covenant with the Vendor/Promoter to avail the common facilities provided in the Building and undertakes and use and avail the same and as per rules and regulations framed by Organization so formed, if any. **PROVIDED ALWAYS** that the **Allottee / Purchaser** shall abide by the terms and conditions of the user and management and maintenance etc. and shall bear common expenses, which shall include the expenses more fully described in the **FIFTH SCHEDULE**.

AND THAT the **Allottee / Purchaser** covenants that they shall at all times hereafter regularly and punctually make payment of all the municipal taxes and other outgoings including cesses, multi-storied Building tax, Urban land Tax, if any, and other levies impositions and outgoings which may from time to time be imposed or become payable in respect of the Said Apartment as a whole and proportionately for the common parts and portions **AND THAT** the registration charges, stamp duty and all other legal and incidental expenses with relation to this Conveyance shall be payable by the **Allottee / Purchaser**.

AND it is hereby confirmed recorded and declared that the **Allottee / Purchaser** have been put in vacant possession of the Said Apartment with the execution of the Conveyance Deed.

THE FIRST SCHEDULE ABOVE REFERRED TO
(THE SAID PREMISES)

ALL THAT land measuring 1 Bigha 5 cottahs and 4 Chittacks lying and situated at Municipal Premises No. 12, Ballygunge Park Road, Kolkata – 700 019 , P.S. Ballygunge (previously) at present Karaya, under Additional District Sub Registrar Sealdha, District Registrar Alipore, District South 24 Parganas, within Municipal Ward No. 65, of the Kolkata Municipal Corporation having Assessee No. 110650200123, which is butted and bounded in the manner following that is to say:-

ON THE NORTH :By Premises No. 15, Mayfair Road,

ON THE SOUTH :By Premises No. 13, Ballygunge Park Road and 12/1, Ballygunge Park Road,

ON THE EAST :By Municipal Road known as Ballygunge Park Road, .

ON THE WEST :By Premises No. 11, Ballygunge Park Road.

THE SECOND SCHEDULE ABOVE REFERRED TO
(THE SAID RESIDENTIAL APARTMENT)

Residential Apartment bearing No. _____ consisting of /comprising of _____
_____. Type-Simplex/Duplex/Triplex, ad-measuring about _____
_____ sq. ft. carpet area situated on the _____ floor of _____
_____ Together with the right to use _____ (No.) Covered/open/mechanical Car
Park and undivided proportionate share, right, title and interest in the Said Premises.

THE THIRD SCHEDULE ABOVE REFERRED TO

Description and details of the common areas and facilities:

1. AREAS:

- A) Entrance and exits to the Premises and the Building.
- B) Common Toilet(s)/ Urinals, security enclosures, community hall, pantry on ground floor etc.
- C) Boundary walls and main gate of the Premises.
- D) Staircases and lobbies on all the floors including Ground floor.
- E) Entrance lobby, driveways except Car Parking Space, electric/ utility rooms/, generator room(s), pumps/ motors room/space.
- F) Lift wall/ well, landings, chute, lift machinery rooms, staircases etc.
- G) Fire Fighting system Installations e.g. Jockey pump, Fire pump.
- H) Overhead tank/ Underground Reservoir.
- I) The Open roof on the top floor of the building except as mentioned in the above said Agreement to Sale.

2. WATER, PLUMBING AND DRAINAGE:

- A) Drainage and sewage lines and other installations for the same (except only those as are installed within the exclusive area of any residential Apartment and/or exclusively for its use).
- B) Water supply systems.

- C) Water pumps and motors, underground and overhead water reservoir together with all common plumbing installations for carriage of water (save only those as are within the exclusive area of any residential Apartment and/or exclusively for its use)

3. ELECTRICAL INSTALLATIONS:

- A) Switch gears, Air Circuit Breaker, Electrical wiring, CESC meters, Sub-meters and other fittings (excluding only those as are installed within the exclusive area of any Residential Apartment and/or exclusively for its use).
- B) Lighting of the Common Portions, boundary wall, Garage/Parking Area, Terrace community hall & pantry urinals, security /pump room on ground floor.
- C) All lifts, Escalators along with all accessories and installations.
- D) Generator, its installation and allied accessories.

4. FIRE FIGHTING SYSTEMS & INSTALLATIONS(Except those as one installed within the Exclusive area of any Residential Apartment and/or exclusively for its use).

5. OTHERS:

Such other common parts, areas equipments, installations fittings, fixtures and spaces in or about the Premises and the Buildings as are necessary for passage to and/or user of the Residential Apartment/s in common by the Co-Owners.

THE FOURTH SCHEDULE ABOVE REFERRED TO

(Easements Or Quasi-Easements)

1. The right in common with the **Allottee / Purchaser** and/or other person or persons entitled to the other part or parts of the Building as aforesaid for the ownership and use of common part or parts of the Building including its installations staircases open spaces in ground floor covered spaces electrical installations and other passages.
2. The right of passage in common with the **Allottee / Purchaser** and other person or persons as aforesaid of electricity water and soil from and to any part (other than the Said Apartment) of the other part or parts of the Building through pipes, drains, wires, conduits lying or being under through or over the Said Residential Apartment so far as may be reasonably necessary for the beneficial use and occupation of the other portion or portions of the Building for all purposes whatsoever.
3. The right by the Vendor and/or occupier or occupiers of other part or parts of the Building for the purpose of ingress and egress to and from such other Part or parts of the Building, the front entrances staircase, electrical installation open and covered space and other common passages or paths of the Building.

THE FIFTH SCHEDULE ABOVE REFERRED TO

(Common expenses for maintenance of common portions)

1. All costs of maintenance, operation, repairs, replacement services and white washing painting, rebuilding, reconstructing, decorating, redecorating, advertising, marketing, of all other common areas/parts its fixtures, fittings, electrical wiring and equipment in under or upon the building enjoyment or used common by the occupiers of the building.
2. The salaries and other expenses incurred for and payable to any person employed for common purposes including security, electrician, maintenance, plumber, administration of the building, accountant, clerks, gardeners, sweepers, lift man etc.

3. Insurance premium for insuring the building and every part thereof against earthquake, damages, fire, lightening, mob - violence, civil commotion etc. if insured.
4. Expenses for supplies of common utilities electricity water charges etc. payable to any concerned authorities and/or organization and payment of all charges incidental thereto.
5. Sinking fund and other contributions.
6. Municipal and other rates and taxes and all other outgoings including save those which would be separately assessed and/or incurred in respect of any apartment.
7. Electricity expenses for lighting all the common parts outer walls of the building, car parking space and for operation of all the common areas.
8. Operational cost of the Intercom, EPAX, Close Circuit TV, Fire fighting equipments.
9. Costs of establishment and operations of the Flat Owners' Association relating to the common purposes.
10. All litigation expenses incurred for the common purposes.
11. All official and administrative or overhead expenses incurred for the common purposes.
12. All other expenses and outgoing as are deemed necessary by the said Association as necessary or incidental for the common purposes including for creating a fund for replacement, renovation, repair, painting and/or periodic repainting of the common portions including all sorts of capital expenditures for the common purposes of upkeep of the building.

RECEIPT AND MEMO OF CONSIDERATION

RECEIVED from the within mentioned **Allottee / Purchaser** a sum of Rs. _____
_____-/- (Rs. _____) only towards full and final payment of the
consideration for Sale of the Property Appurtenances thereto above, as per memo below:

SL. NO.	Date	Cheque issued to	Cheque No.	Bank Name	Amount (In Rs.)

Signature of Vendor/Promoter

Witnesses:

1.

ANNEXURE -A

MAP OF THE APARTMENT

IN WITNESS WHEREOF the Parties have hereunto set and subscribe their respective hands on the date month and year first above written.

SIGNED and **DELIVERED** by the
VENDOR/PROMOTER at **KOLKATA** in the
Presence of:

1.

2.

SIGNED and **DELIVERED** by the
ALLOTTEE / PURCHASER at **KOLKATA** in the
Presence of:

1.

2.

Drafted and Prepared by:

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DATED ____ DAY OF ____, 2018

BY AND BETWEEN

1. M/s Forum Projects Pvt. Ltd.

(VENDOR/PROMOTER)

&

1. Mr. _____

2. Mr. _____

(ALLOTTEE / PURCHASER)

Prepared by:



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