

DEED OF CONVEYANCE

THIS INDENTURE made this _____ day of _____ Two Thousand

BETWEEN

1) DR. SMARAJIT ROY, PAN: AMBPR3790B, son of Late Ranjit Roy, by faith Hindu, by occupation business, by nationality Indian and **2) MRS. MANJULA ROY, PAN: AMBPR3789G**, wife of Dr. Smarajit Roy, daughter of Late Nripendra Lal Basu, by faith Hindu, by occupation business, by nationality Indian, both are residing at Flat No: 9G, Tower 2, Diamond City South, 58, M.G.Road, P.O: Paschim Putiari, P.S: Haridebpur, Kolkata: 700041, both represented by their Constitute Attorney **MR. SOUVIK BANERJEE, PAN: AKLPB2013M**, son of Shyamal Banerjee, residing at 21/2 S. N. Chatterjee Road, P.O: Behala, P.S: Behala, District: South 24 Parganas, Kolkata: 700038 authorized vide Development Agreement cum General Power Of Attorney bearing number 160706153 of 2019, book number: I, volume number 1607-2019, page number 193723 to 193784 dated 07.06.2019 hereinafter collectively referred to as the **OWNERS/VENDORS** (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include in respect of the companies their respective successor or successors-in-interest and assigns and in respect of the individuals their respective heirs, legal representatives and assigns) of the **FIRST PART**

AND

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PROPERTYMEN REALTY PRIVATE LIMITED PAN: AAICP3421F, CIN: U45400WB2015PTC208294, a company incorporated under the Companies Act, 2013, having its registered office at Premises No. 626, "HMP House" 4, Fairley Place, Sixth Floor, P.O: GPO, P.S: Hare Street, Kolkata - 700001, West Bengal, represented by its Director/ Authorized Signatory _____ PAN No._____, son of _____ residing at _____, P.O._____, P.S _____, Kolkata - _____, West Bengal, authorized vide resolution of the Board of Partners dated _____ hereinafter referred to as the "**PROMOTER**" (which expression shall unless excluded by or repugnant to the subject or context or meaning thereof be deemed to mean and include the present partners and their respective successor in interest, executors, administrators, and permitted assignees including those of the respective partners) of the **SECOND PART**

AND

.....,(PAN _____)son/wife of, by faith _____, by Occupation - _____, by Nationality Indian by birth, residing at _____, P.O _____, P.S _____, City/Town/Village - _____, PIN Code: _____, State: _____, hereinafter referred to as the **ALLOTTEE** (which term or expression unless repugnant to the context shall be deemed to mean and include in case of an individual his/her heirs, legal representatives, executors, administrators and permitted assigns; in case of a minor the natural guardian of such minor, in case of a HUF its Karta for the time being and his heirs, legal representatives, executors, administrators and assigns; in case of a Company its successor and/or successors in interest and permitted assigns; in case of a Partnership its partner and/or partners for the time being and their respective heirs, legal representatives, executors administrators and permitted assigns; in case of a Trust the Trustees of the Trust for the time being and their respective successor and /or successors in office and assigns) of the **THIRD PART**

WHEREAS :

- A) The Owners/Vendors are seized and possessed of and/or sufficiently entitled to altogether a land measuring about **20 Cottahs 0 Chittacks 20 Square Feet** equivalent to **1339.65 Square Meter**

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in R.S. Dag No: 285, R.S. Khatian No: 241 corresponding to L.R. Dag No: 431, L.R. Khatian No: 7128 & 7129, Mouza: Kalua, J.L. No: 22, P.S: Haridevpur (Previously Thakupukur), P.O: Joka, District South 24-Parganas, in the State of West Bengal under Premises No: 71, Srijani, Ward No: 143 of Kolkata Municipal Corporation hereinafter referred to as the "**SAID PROJECT**" more fully described in **FIRST SCHEDULE**

- B) The owners/vendors and the promoter had entered into a **Development Agreement Cum General Power of Attorney dated 07.06.2019** and recorded in Book No: I, Volume No.1607 of 2019, Pages 193723 to 193784 as document no 160706153 of 2019 in the office of the A.D.S.R-Behala, South 24 Parganas, West Bengal for development of the Said Land alongwith other terms and conditions mentioned therein.
- C) The Owners/Vendors caused to be obtained various permissions approvals and/or consents for undertaking a Building named "**BREATHE**" on the entirety of the said land and also caused a map or plan which was **sanctioned Building Plan No: _____ dated _____** (hereinafter referred to as the said PLAN) sanctioned by the Kolkata Municipal Corporation for undertaking the construction of the said Project.
- D) The Promoter has registered the Real Estate Project with the Regulatory Authority appointed under the West Bengal Housing Industry Regulation Act 2017 having **Registration No: _____ dated _____**.
- G) Pursuant to Application made by the Allottee dated ____ and the Promoter granted allotment by a Booking Confirmation Letter dated _____ was issued to the allottee. Thereafter by an Agreement for Sale dated _____ and recorded in Book No: I , Volume No.____ , Pages _____ to _____ , Being No._____ for the year _____ the

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Promoter agreed to sell and the Allottee agreed to purchase ALL THAT the Unit No..... on the floor of Type - the situation whereof is shown in the master plan annexed hereto and bordered in 'Red', containing by admeasuring Sq. Ft. carpet area corresponding to _____ Sq.Ft Built Up area TOGETHER WITH the pro-rata share in the common parts, portions, areas, facilities, and amenities working out to Sq. Ft. Super Built-up area TOGETHER WITH the Right to use Dependent/Independent (open/covered) car(s) parking Space more fully and particularly described in the **SECOND SCHEDULE** hereunder written (hereinafter referred to as the SAID UNIT AND THE PROPERTIES APPURTENANT THERETO) at or for a consideration of Rs..... (Rupees only) more fully described in the **THIRD SCHEDULE** hereunder written.

- M) The Allottee has: -
- i) Fully satisfied himself/herself/ itself as to the title of the Owners/Vendors and the right of the Promoters in respect of the said land.
 - ii) Inspected the said Development Agreements cum General Power of Attorney entered into between the Owners/Vendors and the Promoter.
 - iii) Inspected the plan sanctioned by the authorities concerned in respect of the building constructed by the Promoter and agreed not to raise any objection with regard thereto.
 - iv) Verified the location and site of the Unit including the egress and ingress hereof, specifications of the Unit and of the complex and also the area of the Unit and agreed not to dispute the same.
 - v) Confirmed that the right of the Allottee shall remain restricted to the said Unit and the Properties Appurtenant Thereto.
 - vi) Examined and satisfied himself/herself/itself about the General Terms and Conditions as contained in the Agreement for Sale dated _____ and agrees to abide by it.
 - vii) Confirmed that the Owners/Vendors shall be entitled to change and/or alter and/or modify the said Plan including change of use of

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any part or portion of the buildings to be constructed erected and completed on the said land and in that event the Allottee shall have no objection to the application of common facilities to various extensions of the Project.

- viii) Satisfied himself/herself/itself as to the carpet/built-up area to comprise in the said Unit and also the common parts/portions which would be common for all the residents/occupants of the various Units comprised in the said building and has agreed not to challenge or dispute the same in any manner whatsoever or howsoever.
 - ix) Structural stability of the Building.
 - x) Construction of the Building and the Unit.
 - xi) The fittings and fixtures installed at the said Unit and the Building.
 - xii) Completion and finishing of the Unit and the Building.
 - xiii) The situation of car parking space.
 - xiv) The supply of water and electricity to the Unit and the Building.
 - xv) The common facilities and amenities of the Building.
- N) The words defined in the Agreement for Sale shall have the same meaning in these presents and unless there is anything in the subject or context inconsistent with the said expressions in such a case they shall have the meaning assigned to them. :-

NOW THIS INDENTURE WITNESSETH that pursuant to the said Agreement for Sale and in consideration of the sum of Rs. /-(Rupeesonly). of the lawful money of the Union of India well and truly paid by the Allottee to the Promoter (the receipt whereof the Promoter doth hereby admit and acknowledge and of and from the same and every part thereof forever acquit, release and discharge the Allottee and the said Unit and properties appurtenant thereto) the Owners/Vendors doth hereby grant, transfer, convey, assign and assure and the Promoter doth hereby confirm and assure unto and in favour of the Allottee All that the said **Unit No on the Floor, Unit Type-_____ in the Building containing carpet area of _____ Sq.Ft corresponding to a built-up area of Sq. Ft. be the same a little more or less corresponding to _____ Sq.Ft. Super Built-Up area** more fully and particularly described in the Second Schedule hereunder written but excepting

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the Reserved and Excluded areas and reserving the easement and other rights and other measures as specified in the Application Form, Booking Confirmation Letter and Agreement for Sale (all of which are here to fore as well as hereinafter collectively referred to as the **SAID UNIT AND THE RIGHTS AND PROPERTIES APPURTENANT THERETO**), absolutely and forever free from all encumbrances, charges, liens, attachments, trusts, whatsoever or howsoever **AND TOGETHER WITH** the right to use the common areas installations and facilities as described in detail in Schedule-D to the Agreement for Sale in common with the Co-Allottees and the other lawful occupants of the Building **AND TOGETHER WITH** all easements or quasi-easements and other stipulations and provisions in connection with the beneficial use and enjoyment of the said Unit And the Rights And Properties Appurtenant thereto **TO HAVE AND TO HOLD** the said Unit and the Rights and Properties Appurtenant thereto hereby granted, transferred and conveyed and every part or parts thereof unto and to the use of the Allottee.

II. AND THE OWNERS /VENDORSS AND THE PROMOTER DO AND EACH OF THEM DOTH HEREBY COVENANT WITH THE ALLOTTEE AS FOLLOWS:

- a) Notwithstanding any act deed matter or thing whatsoever by the Owners/Vendors or the Promoters done or executed or knowingly suffered to the contrary the Owners/Vendors is or the Promoters are now lawfully rightfully and absolutely seized and possessed of and/or otherwise well and sufficiently entitled to Said Unit And The Rights And Properties Appurtenant thereto hereby granted sold conveyed, transferred, assigned or intended so to be and every part thereof for a perfect and indefeasible estate or inheritance without any manner or conditions use trust encumbrances or make void the same.
- b) Notwithstanding any act deed or thing whatsoever done as aforesaid the Owners/Vendors and the Promoter now have good right full power and absolute authority to grant convey transfer sell and assign all and singular the Said Unit And The Rights And Properties Appurtenant thereto hereby conveyed transferred or expressed so to be unto and to the use of the Allottee in the manner as aforesaid.
- c) The said Unit And The Rights And Properties Appurtenant thereto hereby granted and conveyed or expressed or intended so to be is now free from all claims, demands, encumbrances, liens, attachments, leases and trust made or

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suffered by the Owners/Vendors or the Promoter or any person or persons having or lawfully or equitably claiming any estate or interest thereon through under or in trust for the Owners/Vendors or the Promoters.

d) The Allottee shall and may at all times hereafter peaceably and quietly hold possess and enjoy the Said Unit And The Rights And Properties Appurtenant thereto and receive all the rents issues and profits thereof without any lawful eviction interruption claims or demands whatsoever by the Owners/Vendors or the Promoters or any person or persons having or lawfully or equitably claiming as aforesaid.

e) The Allottee shall be freed cleared and absolutely discharged saved harmless and kept indemnified against all estates, charges, encumbrances liens, attachments, or trust or claims and demands whatsoever created occasioned or made by the Owners/Vendors or the Promoters or any person or persons lawfully or equitably claiming as aforesaid.

f) **AND FURTHER THAT** the Owners/Vendors or the Promoter and all persons having or lawfully or equitably claiming any estate or interest in the Said Unit And the Rights And Properties Appurtenant thereto or any part thereof through under or in trust for the Owners/Vendors or the Promoter shall and will from time to time and at all times hereafter at the request and cost of the Allottee make do and execute or cause to be made done and executed all such further lawful acts deeds or things whatsoever for further better or more perfectly assuring the Said Unit And The rights And Properties Appurtenant thereto and every part thereof unto and to the use of the Allottee in the manner as aforesaid as shall or may be reasonably required.

g) The Owners/Vendors and the Promoter have not at any time done or executed or knowingly suffered or been party to any act deed or thing whereby and the Said Unit And the Rights And Properties Appurtenant thereto hereby granted transferred and conveyed or expressed so to be or any part thereof is can or may be impeached encumbered or affected in title or otherwise.

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h) The Promoter doth hereby further covenant with the Allottee that unless prevented by fire or some other irresistible force shall from time to time and at all times hereafter upon every reasonable request and at the costs of the Allottee shall produce or cause to be produced to the Allottee or to his/her/its attorneys or agents at or before any trial examination or commission for inspection or otherwise as occasion shall require the title deeds in connection with the Said Unit and also shall at the like request and costs of the Allottee deliver to the Allottee such attested or other true copies or extracts therefrom as the Allottee may require and will in the meantime unless prevented as aforesaid keep the same unobliterated and un-cancelled.

III. AND THE ALLOTTEE SHALL TO THE END AND INTENT THAT THE OBLIGATIONS AND COVENANTS HEREINAFTER CONTAINED SHALL AT ALL TIMES HEREAFTER RUN WITH THE OWNERSHIP AND POSSESSION OF THE SAID UNIT AND THE RIGHTS AND PROPERTIES APPURTENANT THERETO HEREBY CONVEYED HEREBY COVENANT WITH THE OWNERS/VENDORS AND THE PROMOTERS AS FOLLOWS:

- a) To observe, perform, comply with and fulfill the obligations, covenants and conditions on his/her/its/their part to be observed and performed contained in the Application Form, the Booking Confirmation Letter and the Agreement for Sale as part and parcel of these presents.
- b) To become member and/or share holder, as the case may be, of the Unit Owners Association, upon its formation, without raising any objection whatsoever and also co-operate with the Holding Organisation to be formed as be deemed necessary and expedient by the Promoters and also abide by all the rules and regulations restrictions and bye-laws as be framed and/or made applicable by the Promoters and/or the holding Organisation for the common purposes and shall also sign and execute all papers, documents and applications for the purpose of formation of the Holding Organisation and to do all the necessary acts deed and things.
- c) Not to hold the Promoter liable for rendering any accounts or explanation of any expenses incurred by it in its acts relating to the Common Purposes or to

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furnish any vouchers, bills, documents etc. in any manner and the Allottee as well as the Holding Organisation shall remain liable to indemnify and keep indemnified the Promoters and/or any person or persons nominated, appointed and/or authorized by the Promoters for all liabilities due to non-fulfillment of their respective obligations contained herein by the Allottee and/or the Holding Organisation.

**THE FIRST SCHEDULE ABOVE REFERRED TO
(THE PROJECT)**

ALL THAT piece and parcel of land classified as 'Bastu' (previously Shali) measuring about little more or less 20 Cottah 0 Chittak 20 Square Feet in R.S. Dag No: 285, R.S. Khatian No: 241 corresponding to L.R. Dag No: 431, L.R. Khatian No: 7128 & 7129, Mouza: Kalua, J.L. No: 22, P.S: Haridevpur (Previously Thakupukur), P.O: Joka, District South 24-Parganas, in the State of West Bengal under Premises No: 71, Srijani, Ward No: 143 of Kolkata Municipal Corporation and thereon butted and bounded in the manner following, that is to say:-

ON THE NORTH : By part of R.S. Dag No: 3745
ON THE SOUTH : By part of R.S. Dag No: 285
ON THE EAST : By KMC Road
ON THE WEST : By R.S. Dag No: 474

**THE SECOND SCHEDULE ABOVE REFERRED TO
(THE SAID UNIT)**

ALL THAT the Unit No. _____ on the _____ Floor of the Building admeasuring _____ Sq.Ft (Carpet Area/Chargeable Area) corresponding to _____ Sq.Ft (Built Up Area) and _____ Sq.Ft (Super Built Up Area) in the project named "**BREATHE**" under construction on the Land mentioned in the First Schedule demarcated in the floor plan annexed hereto and externally bordered in **RED** and marked **ANNEXURE-2 Together with** the right to use _____ Car Parking Space Open/Covered(Dependent/Independent) located on the Ground Floor of the Building and pro-rata share in the Common areas.

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

SIGNED and DELIVERED by the
OWNERS/VENDORS at Kolkata in the
presence of :

1.

2.

SIGNED and DELIVERED by the
PROMOTERS at Kolkata in the
presence of :

1.

2.

SIGNED and DELIVERED by the
ALLOTTEE at Kolkata in the
presence of :

1.

2.

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