

DEED OF CONVEYANCE

THIS DEED OF CONVEYANCE made on this day of November
Two Thousand Twenty (2020) BETWEEN 1. **HIMADRI SARKAR (PAN**
AIVPS9404R) son of Late Hirendra Kumar Sarkar by faith-Hindu, by
occupation – Retire, by Nationality Indian residing at 116, Birnagar, P.O.
Baghajatin P.S. Patuli Kolkata 700086 2. **SMT MAITREYI GUHA (PAN**
AUXPG7823Q) daughter of Late Hirendra Kumar Sarkar wife of Rabindra
Nath Guha by faith-Hindu, by occupation – Housewife, by Nationality Indian
residing at 117, Birnagar, P.O. Baghajatin P.S. Patuli Kolkata 700086 3.
SOMSUKLA GHOSH(PAN ANIPG9464D) daughter of Late Ashish Kumar
Dasgupta, wife of Soumya Ghosh by faith-Hindu, by occupation –
Housewife, by Nationality Indian residing at 117, Birnagar, P.O. Baghajatin
P.S. Patuli Kolkata 700086 4. **KANTI SARKAR(PAN BMGPS0373H)** son of
Kanaklata Sarkar and Dhirendra Kumar Sarkar by faith-Hindu, by occupation
– Retire, by Nationality Indian 5. **SMT KRISHNA SARKAR(PAN**
ALEPS6721M) daughter of Kanaklata Sarkar and Dhirendra Kumar Sarkar
by faith-Hindu, by occupation – Retire, by Nationality Indian 6. **ARINDAM**
SARKAR (PAN AISTS6295F)) son of Late Ajit Kumar Sarkar by faith-
Hindu, by occupation – Service by Nationality Indian 7. **SMT ABANTIKA**
CHOWDHURY (PAN BCFPC1896N) daughter of Late Late Ajit Kumar
Sarkar by faith-Hindu, by occupation – Housewife by Nationality Indian 8.
SMT PADMINI SARKAR(PAN EMNPS0002P) wife of Late Ajit Sarkar by
faith-Hindu, by occupation – Housewife by Nationality Indian all residing
at 30, Deshbandhu Road P.O. Baghajatin P.S. Patuli Kolkata 700086



hereinafter called and referred to as the OWNERS/ FIRST PARTY . The said owners/Vendors are hereby represented through their constituted Attorney SWARUP BARDHAN(PAN APHPB1264R) son of Swapan Bardhan, By faith Hindu, By Occupation Business residing at 84B, Baghajatin Place, P.O. Baghajatin P.S. PatuliKolkata 700086 appointed vide two Registered Development Power of Attorney which were registered in the office of Registrar at A.D.S.R. Alipore South 24-Parganas and recorded in recorded in Book No I Volume No.1605-2016 pages from 107078 to 107094 Being No. 160503954 for the year 2016 and Book No I Volume No.1605-2016 pages from 43743 to 43762 Being No. 160501682 for the year 2016

AND

..... hereinafter called and referred to the PURCHASERS (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their heirs, executors, administrators representatives and assigns) of the SECOND PART.

AND

SWARUP BARDHAN(PAN APHPB1264R) son of Swapan Bardhan, By faith Hindu, By Occupation Business residing at 84B, Baghajatin Place, P.O. Baghajatin P.S. Patuli Kolkata 700086 called the CONFIRMING PARTY/DEVELOPER (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his heirs, executors, administrators representatives and assigns) of the THIRD PART.

WHEREAS Himadri Sarkar became owner of all that piece or parcel of land measuring about 5 Cottahs 4 Chhitaks 15sq.ft more or less with structure at Mouza Chakmasur, J.L. No 30, Touzi No 151, Khatian No 2, Dag No 14 & 75 under Police Station Jadavpur now Patuli, in the District of 24-Parganas (South) Sub-Registration Office – Alipore with the Municipal Limits of the Kolkata Municipal Corporation Ward No. 101, being KMC Premises No 116 Birnagar and postal address being Postal Address 116, Birnagar, P.O. Baghajatin P.S. Patuli Kolkata 700086 by virtue of a registered Saf Bikray Kobala Dalil duly executed and registered on 24th June 1981 which was registered in the office of the Additional District Registrar at Alipore South 24Parganas recorded in Book No. I, Volume No. 85, Pages 159 to 167, Being No. 3293 for the year 1981 and also one Deed of Declaration was registered in the office of the Additional District Registrar at Alipore South 24Parganas recorded in Book No. I, Volume No. 39, Being No. 2112 for the year 1986.

AND WHEREAS Kanaklata Sarkar sold conveyed and transferred all that piece and parcel of land measuring 2 Cotahs with structure at Mouza Chakmasur, J.L. No 30, Touzi No 151, Khatian No 2, Dag No 14 & 75 under Police Station Jadavpur now Patuli, in the District of 24-Parganas (South) Sub-Registration Office – Alipore with the Municipal Limits of the Kolkata Municipal Corporation Ward No. 101, being KMC Premises No 117 Birnagar and postal address being Postal Address 117, Birnagar, P.O. Baghajatin P.S. Patuli Kolkata 700086 to Uma Rani Sarkar wife of Hirendra Kumar Sarkar through Bengali Saf Bikray Kobala on 30.11.1964 which was registered in the office of the Sub Registrar at Alipore South 24Parganas recorded in Book No. I, Volume No 158 Pages No 168 to 170 Being No. 8919 for the year 1964 and Uma

Rani Sarkar died intestate on 26.08.2004 leaving behind her one son Himadri Sarkar and two daughters namely Maitreyi Guha and Smt Som Sukla Ghosh as legal heirs and successors and they became joint owner of above mentioned land measuring 2 Cotahs with structure at KMC Premises No 117 Birnagar and postal address being Postal Address 117, Birnagar, P.O. Baghajatin P.S. Patuli Kolkata 700086 by inheritance of their mother namely Uma Rani Sarkar.

AND WHEREAS Sri Kanti Sarkar , Krishna Sarkar son & daughter of deceased Kanak Lata Sarkar , Arindam Sarkar , Abantiaka Chowdhury grand daughter of deceased Kanak Lata Sarkar and Smt Padmini Sarkar grand daughter in law of deceased Kanak Lata Sarkar became joint owners of all that piece or parcel of land measuring about 5 Cottahs 4 Chhitaks 15 sq.ft more or less with structure at Pargana Khaspur , Mouza Chakmasur, J.L. No 30, Touzi No 151, Khatian No 2, Dag No 14 under Police Station Jadavpur now Patuli, in the District of 24-Parganas (South) Sub-Registration Office – Alipore with the Municipal Limits of the Kolkata Municipal Corporation Ward No. 101, being KMC Premises No 251 Birnagar formerly 30, Deshbandu Road, P.O. Baghajatin P.S. Patuli Kolkata 700086 by virtue of Deed of exchange for amalgamation which was registered in the office of the Additional District Sub Registrar on 26.02.2016 at Alipore South 24Parganas and recorded in Book No. I, Volume No 1605-2016 Pages from 39130 to 39152 Being No. 160501434 for the year 2016.

AND WHEREAS while thus in peaceful possession of the said property , Himadri Sarkar , Maitreyi Guha , Smt Som Sukla Ghosh and Sri Kanti Sarkar , Krishna Sarkar Arindam Sarkar , Abantiaka Chowdhury and Smt Padmini Sarkar executed a Deed of Exchange for Amalgamation which was registered in the

office of the Additional District Sub Registrar on 8th June 2016 at Alipore South 24Parganas and recorded in Book No. I, Volume No 1605-2016 Pages from 105997 to 106023 Being No. 1605 03884 for the year 2016 and became joint owner of all that piece and parcel of land measuring 12 Cotahs 8 Chhitaks 30 sq.ft with structure at Mouza Chakmasur, J.L. No 30, Touzi No 151, Khatian No 2, Dag No 14 & 75 under Police Station Jadavpur now Patuli, in the District of 24-Parganas (South) Sub-Registration Office – Alipore with the Municipal Limits of the Kolkata Municipal Corporation Ward No. 101, being KMC Premises No 117 Birnagar and postal address being Postal Address 117, Birnagar, P.O. Baghajatin P.S. Patuli Kolkata 700086 and KMC Premises No 116 Birnagar and postal address being Postal Address 116, Birnagar, P.O. Baghajatin P.S. Patuli Kolkata 700086 and premises No 251, Birnagar formerly 30, Deshbandhu Road, P.O. Baghajatin P.S. Patuli Kolkata 700086 and mutated their name in the record of Kolkata municipal corporation as joint owner and the said three premises was known as single Premises Number 251, Birnagar under ward No 101 within Kolkata Municipal Corporation and Postal address 12 Deshbandhu Road P.O. Baghajatin P.S. Patuli Kolkata 700086 and paying tax regularly vide Assessee No 31-101-11-0504-3.

AND WHEREAS the Owners/Vendors herein, with a view to develop the property morefully described in Schedule 'A' hereunder and to construct a multi storied building thereon, entered into two Development Agreement on 8th June 2016 and 26th February 2016 with the Developer herein for construction of the building at the cost and experience of the Developer herein which were duly registered in the office of the Registrar at A.D.S.R , Alipore, South 24-Parganas and recorded in Book No I Volume No.1605-2019 pages from 106516 to 106538 Being No.

160503883 for the year 2016 and Book No I Volume No.1605-2016 Pages from 39102 to 39129 Being No.160501444 for the year 2016 and executed two Development Power of Attorney on 8th June 2016 and 4th March 2016 for Development which were registered in the office of Registrar at A.D.S.R. Alipore South 24-Parganas and recorded in Book No I Volume No.1605-2016 pages from 107078 to 107094 Being No. 160503954 for the year 2016 and Book No I Volume No.1605-2016 pages from 43743 to 43762 Being No. 160501682 for the year 2016

AND WHEREAS the Developer has constructed and completed multi storied building as per sanction building plan vide No 2019120262 dated 02.03.2020 on the Schedule mentioned property.

AND WHEREAS in pursuant to the said under standing and Agreement on 8th June 2016 and 26th February 2016 by and between the said Developer and the said land owners herein, the Developer completed the construction of the building consisting of different flats and spaces of different measurement and/or specification strictly in term of the said agreement and have already delivered and handed over the entire owner allocation to the Owner/Vendor herein and thus the Developer/Confirming party herein became entitled to deal with the remaining portion of the said premises.

AND WHEREAS after completed the said building the Developer/Confirming parties as well as Vendor offered to sell all that piece and parcel of a self contained flat measuring more or lessSq. ft Super built up area onfloorside consisting

and one car parking space measuring sq.ft on ground floor with proportionate share of land and common areas and facilities from Developer allocation of the multi storied building at KMC Premises Number 251, Birnagar under ward No 101 within Kolkata Municipal Corporation and Postal address 12 Deshbandhu Road P.O. Baghajatin P.S. Patuli Kolkata 700086 in the Schedule 'A' premises at a total consideration money Rs. (Rupees) only. The description of the said flat and car parking is morefully described in Schedule 'B' i.e. Second Schedule hereunder (hereinafter referred to as "the said flat & car parking ') and the purchaser agreed to purchase the said flat and made an agreement for sale of flat and car parking on which has been described morefully in the schedule 'B' written hereunder and hereinafter referred to as the said flat and car parking .

AND WHEREAS the Developer/Confirming party herein have given possession with possession letter of the said flat on floor and car parking on ground floor and the purchaser herein has paid the total consideration Rs.only as per agreement dated

AND WHEREAS the pursuance of sale agreement dated the Purchaser herein has paid sum of Rs.(Rupees) only to the developer/Confirming party as well as Vendor towards the price of consideration of the said flat and car parking together with undivided proportionate share of the said land of the said premises alongwith the common areas and facilities particularly, mentioned in the schedule 'B' hereinunder written.

AND WHEREAS the confirming party/Developer confirms this sale deed with full satisfaction.

NOW THIS DEED WITNESSETH that in pursuance of the said sale agreement dated and in consideration of the sum of Rs. (Rupees) only paid by the purchasers to the Developer simultaneously with the execution of these presents (the receipt whereof the Vendor simultaneously with the execution of these presents admit and acknowledge and of and from the same release and discharge the purchaser and the said property), the said Vendor as beneficial owner do hereby grant, convey, sell, transfer, assign and assure unto and to the use of the said purchaser free from all encumbrances, attachments liens and charges whatsoever **ALL THAT** the self contained flat measuring **more or less**Sq. ft Super built up area onfloorside **consisting** and one car parking space measuring sq.ft on ground floor with proportionate share of land and common areas and facilities from Developer allocation of the multi storied building at KMC Premises Number 251, Birnagar under ward No 101 within Kolkata Municipal Corporation and Postal address 12 Deshbandhu Road P.O. Baghajatin P.S. Patuli Kolkata 700086 described fully in the Schedule "B" herein below, **AND ALL** the estate, right, title, interest, claim and demand whatsoever of the Vendor into or upon the same and every part thereof in law and equity **TO HAVE HOLD OWN** and possess the same unto and to the use of the **PURCHASER** absolutely and for ever together with title deeds, writings, muniments and other evidences of title **AND** the **OWNERS/VENDORS** do hereby covenant with the purchasers, that

NOTWITHSTANDING any acts, deeds or things heretofore done, executed or knowingly suffered to the contrary the Vendors and the Developer is now lawfully seized and possessed of the said property free from all encumbrances, attachments or defect in title **WHATSOEVER** and that the Vendor has full power and absolute authority to sell the said property in manner aforesaid **AND** the purchasers shall hereafter peaceably and quietly hold, possess and enjoy the said property in khas or through tenants without any claim or demand whatsoever, from the Vendors or any person claiming through or under them **AND** further that the Vendors, covenant with the purchaser's to save harmless, indemnify and keep indemnified the purchasers from or against all encumbrances, charges and equities whatsoever **AND** the Vendors further overnants that they will at the request and costs of the Purchasers, their heirs, executors, administrators, representatives or assigns do or execute or cause to be done or executed all such lawful acts, deeds and things whatsoever for further and more perfectly conveying and assuring the said property and every part thereof in the manner aforesaid according to the true intent and meaning of this deed.

AND THE PARTIES HERETO ALSO AGREED AND DECLARED THAT AFTER THIS SALE TRANSACTION THE OWNERS AND THE PURCHASERS SHALL ABIDE BY THE TERMS AND CONDITIONS OR SCHEME FOR MAINTENANCE OF THE BUILDING AS FOLLOWS :-

1. The purchasers on getting delivery of possession of their flat and car parking including common areas and facilities of the building shall be entitled to the exclusive ownership and possession of the flat described in the schedule "B" below.

2. The ownership flat or apartment of the Purchasers herein together with its undivided interest in the common areas and facilities shall constitute a heritable and transferable immovable property, but no apartment and percentage of undivided interest in the common areas and facilities appurtenant to such flat be partitioned or subdivided for any part was whatsoever.
3. The Purchasers shall be entitled to an undivided interest in the common areas and facilities described in the Schedule "C" below.
4. The percentage of the undivided interest of the purchasers in the common areas and facilities shall not be altered without consent of all the other apartment or flat owners.
5. The percentage of the undivided interest in the common areas and facilities is not separable from the apartment or flat and to which it appertains and shall be deemed conveyed or encumbered with the apartment even though such interest is not expressly mentioned in the conveyance or other instrument.
6. The Purchasers shall use the common areas and facilities for the purpose for which the same are intended without hindering or encroaching upon the lawful rights of the other apartment or flat owners.
7. The Purchasers shall not do and work which would be prejudicial to the soundness and safety of the property or would reduce the value thereof or impair any easement or hereditament.

8. The common expenses are chargeable to the apartment owners according to the percentage of their undivided interest in the common areas and facilities and common expenses means expenses of administration maintenance repair or replacement of common areas and facilities and all other sums assessed against the apartment owners by the Association or management body of flat owner.
9. That the property described in the schedule "B" below will be Assessed by K.M.C. as a separate unit for the purpose of assessment of Municipal rates and taxes and the Purchasers shall be bound to pay the same separately for their own flat after mutation.
10. All sums assessed by the Association of the flat owners for the share of common expenses chargeable to any apartment shall constitute a charge on such apartment prior to all other charges and the owners thereof shall be bound to pay the same which is described in Schedule 'D'
11. The Purchasers shall keep and maintain at their own costs the inside of their flat and car parking and every part thereof in good condition and repair.
12. The Purchasers jointly with the other flat owners of the said building shall form an association of flat owners in the said building under the provisions of the West Bengal Apartment ownership Act, for due upkeep maintenance and safety of the building including common areas and facilities for common use.

13. The Purchasers shall use the said flat and every part thereof for the purpose of their residence and car parking for parking car for no other purpose.

SCHEDULE 'A' REFERRED TO ABOVE

(Entire property)

ALL THAT piece and parcel of land measuring 12 Cotahs 8 Chhitaks 30 sq.ft with structure at Mouza Chakmasur, J.L. No 30, Touzi No 151, Khatian No 2, Dag No 14 & 75 under Police Station Jadavpur now Patuli, in the District of 24-Parganas (South) Sub-Registration Office – Alipore with the Municipal Limits of the Kolkata Municipal Corporation Ward No. 101, being KMC Premises Number 251, Birnagar under ward No 101 within Kolkata Municipal Corporation and Postal address 12 Deshbandhu Road P.O. Baghajatin P.S. Patuli Kolkata 700086 which is butted and bounded in the manner following :-

North : By the another plot

South : 12 Feet wide

East : By the another plot

West: By the another plot

SCHEDULE 'B' ABOVE REFERRED TO

(Description of Flat)

ALL THAT all that of a self contained residential flat being No measuring more or less Sq. ft Super built up area consisting three bed rooms, one dining , one kitchen and two toilets and one Balcony on floor side Block and one car parking measuring sq.ft on ground floor of the multi storied building with proportionate share of land and common areas and facilities of the multi storied building at KMC Premises Number 251, Birnagar under ward No 101 within Kolkata Municipal Corporation and Postal address 12 Deshbandhu Road P.O. Baghajatin P.S. Patuli Kolkata 700086 in the

Schedule 'A' premises along with proportionate share of land attributed to the said flat and common areas and facilities described in Schedule 'C' and 'D' hereunder written and the same has been delineated fully by **RED** boundary in the map or plan annexed herewith..

SCHEDULE 'C' ABOVE REFERRED TO
(The Common Area)

1. The entrance of the Schedule 'A' premises and the building;
2. The stair case leading the said flat and roof from the ground floor of the building and stair case landing & roof .
3. The light points stands in the entrance of the building Electrical Meter room main electric meter, pump and switches fixed in the common areas.
4. The overhead K.M.C. water tank and water pump of the building.
5. The main water connection which terms from the overhead tank of the said building.
6. The rain water pipes, drains, sewerages, septic tank, boundary wall and side passes in between the building and boundary wall
7. Lift Facilities .

SCHEDULE 'D' ABOVE REFERRED TO
(Common Expenses)

1. The expenses of maintaining, repairing, reconstructing and renewing the main structure and the drainage system, rain water discharge arrangement, arrangements for supply of electricity, and all common contained in the said premises.
2. The costs of repairing and decorating the exterior of the building.
3. All taxes, levies and impositions, deposits etc.

4. All taxes, levies and impositions, deposits etc. for the premises as a whole.
5. All litigation costs relating to the common parts and common interest in the building.
6. All salaries, wages, fees and remuneration's of all workmen, staff and experts engaged and hired for the common purpose.
7. Costs of maintaining, repairing, operating, replacing and installing implements including pump, motor pipes etc. for common services.
8. The expenses, of repairing, maintaining, white washing and colour washing the main structure of the building.
9. Premium of Insurance for the Building, if any.
10. Such expenses as would be necessary for or incidental to the said maintenance and upkeep of the premises and of the common areas, facilities and amenities.

IN WITNESS WHEREOF the Vendors, Purchasers and the Developer/confirming party have hereunto set and subscribed their respective hands and signatures on the day month and year first above written.

SIGNED, SEALED & DELIVERED by the OWNER/VENDOR at Kolkata in presence of

:-

1. _____ Constituted Attorney of

(SIGNATURE OF THE OWNERS/
VENDORS)

(SIGNATURE OF THE PURCHASERS)

2.

(SIGNATURE OF THE DEVELOPER/
CONFIRMING PARTY)

Drafted by me

Advocate,
High Court, Calcutta
Bar Association Room No. 13,

F-639/1999

Typed by

Alipore Police Court

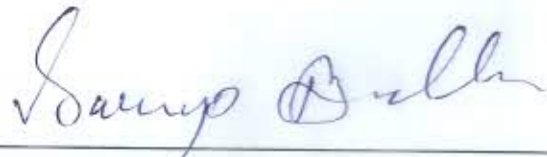
MEMO OF CONSIDERATION

RECEIVED from the within named Purchaser the within mentioned sum of Rs. (Rupees) only being the entire consideration money above purchaser to the Vendor as full and final payment in the manner following :-

By Draft No	Rs
By	Rs
By	Rs
By Bank Loan through cheque No	Rs
Total	<hr/>

WITNESSES :

1.



SIGNATURE OF THE DEVELOPER/
CONFIRMING PARTY)

2.

