

DEED OF CONVEYANCE

THIS INDENTURE is made this theday of..... Two Thousand and Nineteen(2019) in the Christian Era.

BETWEEN

SRI. TAPAS BISWAS (PAN – ACWPB7304E) son of late Subodh Chandra Biswas, by faith Hindu, by occupation Service, residing at 33/71, Nabin Chandra Das Road, P.O. Noapara, P.S. Baranagar, Kolkata – 700090, hereinafter referred to as the “**OWNER/VENDOR**” (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include his heirs, executors, administrators, legal representatives and assigns.) the owner is represented by his constituted attorney **ASHIM KUMAR DEY (PAN – AECPD6632B)** son of late Anil Chandra Dey, by faith hindu, by occupation business, residing at 9, Mata Monmohini Nagar, P.S. Baranagar, Kolkata – 700108 vide deed No. 150601797 for the year 2017 registered at the Additional District Registrar, Cossipore, Dum Dum, 24 Pgs(N) of the **FIRST PART**.

AND

CHARIOT REALTY & INFRA LLP (PAN – AAIFC7760P) a partnership firm having its office at 9, Mata Monmohini Nagar, P.S. Baranagar, Kolkata – 700108, hereinafter referred to as the “**DEVELOPER**” (which terms and expressions shall unless excluded by or repugnant to the context be deemed to mean and include its successors in office and assigns) of the **3 SECOND PART**.

AND

(1) _____ son of _____, by occupation _____, by faith _____, residing at _____, hereinafter called the “**PURCHASERS**” (which terms or expressions shall unless excluded by or repugnant to the context be deemed to mean and include his heirs, successors, administrators, legal representatives and assigns) of the **THIRD PART**

WHEREAS the owner herein seized and possessed of and sufficiently entitled to **ALL THAT** piece and parcel of land measuring 2 cottahs 8 chittacks at Mouza – Noapara, P.S. Baranagar, under Baranagar Municipality, Holding No. 180, at 33/71, Nabin Chandra Das Road, Kolkata – 700090, under additional district sub registry office at cossipore Dum Dum, in the district – 24 Parganas (North), more fully and particularly described in the schedule hereunder written and hereinafter called the said **PROPERTY**.

WHEREAS one late Subodh Chandra Biswas, by a registered a deed of conveyance, registered at the sub – registry office at Cossipore, Dum Dum, recorded in book No. I, Volume No. 23, Page No. 134 to 137, being No. 914 for the year 1964, purchased a bastu plot measuring 2 cottahs 8 chittcks of land with a very old two storied brick structure at Mouza – Noapara, P.S. Baranagar, Touzi No. 173, Khatian No. 113, Dag No. 122 & 124 and Plot No. 33/71 from Suburban Estates Private Limited.

AND WHEREAS said Subodh Chandra Biswas by a registered deed of gift dated 23.04.2008, registered at the office of the A.D.S.R. Cossipore, Dum Dum, in book No. I, Volume No. 87, Page No. 323 to 330, being No. 3408 for the year 2008, made gift and transferred off the said 2 cottahs 8 chittacks of land at 33/71, Nabin Chandra Das Road, Kolkata – 700090, in favour of **MR. TAPAS KUMAR BISWAS**.

AND WHEREAS the developer entered into an agreement with the owner dated 14.03.2017, to construct a building consisting of several flats and parking/shops spaces in accordance with the plan sanctioned by the Baranagar Maunicipality on the terms and conditions and considerations mentioned therein.

AND WHEREAS the developer is also authorised to enter into an agreement for sale with the intending purchaser and receive advance and balance consideration money from them.

AND WHEREAS the developer is constructing the building on the said property consisting of several flats/parking spaces/shops spaces, according to the sanctioned plan.

AND WHEREAS the Owner/Vendor and Developer agree to sell and the purchaser agrees to purchase one flat being Flat No. 3B on the third floor, measuring with proportionate and built up area 528 sq. ft. More or less, at 33/71, Nabin Chandra Das Road, Kolkata – 700090, more and fully particularly described in the second schedule hereunder written and together with proportionate share and interest on land described in the first schedule at or for the consideration of Rs. 15,84,000/- (Rupees fifteen lacs eighty four thousand only) excluding GST chargeable @ 12%.

NOW THIS INDENTURE WITNESSETH THAT in pursuance of the said agreement and in consideration of the sum of Rs. 15,84,000/- (Rupees fifteen lacs eighty four thousand) only paid by the purchasers to the vendor and the developer in the manner stated in the memo of consideration appended below (the receipt whereof the vendor and developer and each of them doth hereby receipt hereunder written, admit and acknowledge and from the same and every part thereof) the vendor and the developer do and each of them doth hereby acquit, release, and forever discharge the said proportionate undivided share or interest in the land and also the said self contained flat identified by flat No. 3B on the third floor, in favour of the purchasers. The vendor and the developer do and each of them doth hereby sell, grant, transfer, convey, assign, and assure unto the purchasers **ALL THAT** piece and parcel of land measuring an area of 2 cottahs 8 chittacks more or less as well as the said self contained flat, identified by flat No. 3B on the third floor, measuring built up area 528 sq. Ft. More or less, lying and situated at Holding No. 180, 33/71, Nabin Chandra Das Road, Kolkata – 700090, under additional district sub registry office at Cossipore, Dum Dum, in the district 24 Parganas (North), and more fully described in the schedule hereunder written and delineated in the map or plan annexed and thereon bordered in **RED** (hereinafter referred to as the said proportionate undivided share in the said land as well as in the said plot) **OR HOWSOEVER OTHERWISE** the said proportionate undivided share in the said land as well as in the flat are now or in anytime or times heretofore were or was situated, butted and bounded called, known, numbered are distinguished **TOGETHER** all boundary walls, areas, sewers, drains, paths, passages, water courses, and all manner of ancient and other rights, liberties, easements, privileges, advantages, emoluments, appendages, and appurtenances whatsoever standing and being into or upon belonging thereon or any part thereof with which the same and/or is or at any time or times heretofore were or was held, used, occupied, enjoyed, accepted, reputed, deemed, taken or known as part and parcel of member thereof or appurtenant thereto **AND ALL THE REVERSION OR REVERSIONS, REMAINDER OR REMAINDERS AND THE RENTS** issued and profits thereof and every part thereof and all the estate, rights, titles, interests, claims, use, inheritance, trust, possession, property, or demand whatsoever the vendor and the promoter doth at law or in equity into and upon the said undivided proportionate share in the said land as well as in the flats together with their and every of his respective rights, liberties, and appurtenance whatsoever unto the purchaser, free from all encumbrances, trusts, lispendences, attachments, whatsoever **TOGETHER WITH** easements or quasi – easements and other stipulations and provisions in connection with the beneficial use and enjoyment of the said proportionate undivided share in the said land as well as in the said flats **TO HAVE AND TO HOLD** the said proportionate undivided share in the land as well as the flats and all other rights hereby granted, sold, conveyed, transferred, assigned and assured and every part thereof absolutely forever.

THE VENDOR AND THE DEVELOPER DO AND EACH OF THEM DOTH HEREBY COVENANT WITH THE PURCHASER:

- a) That notwithstanding any act deed and thing whatsoever heretofore done, committed or knowingly suffered by the vendor and the developer to the contrary to the vendor and the developer has lawfully and absolutely seized and possessed or otherwise well and sufficiently entitled to the said proportionate undivided share in the land and in the flats hereby sold, transferred, granted, conveyed and assured as an absolute and indefeasible estate free from all encumbrances.
- b) That the vendor and the developer have good rightful power and absolute and indefeasible authority to sell, grant, transfer and convey the said proportionate undivided share in the said land and in the said flats and every part thereof unto and to the use of the purchasers in the manner aforesaid and according to the true intent and measuring of these presents.
- c) That it shall be lawful for the purchasers at all times hereafter peaceably and quietly to enter into and upon and hold and occupy and enjoy the said flats and receive the rents, issues and profits thereof without any lawful eviction, interruption, hindrance, disturbances, claim or demand whatsoever from or by the vendor or the developer or any person or persons having or lawfully or equitably claiming any estate rights and titles and interests whatsoever in the said proportionate undivided share in the land and in the said flat from under, through or in trust for the vendor and the developer shall and will from time to time and at all times hereafter at the request and cost purchasers do make acknowledgement and execute or cause to be done and make acknowledge and execute all such further and other acts, deeds, things, and assurance whatsoever for further better and more perfectly assuring the said proportionate undivided share in the said land in the said flats hereby sold, granted, transferred, conveyed, and assured and every part thereof unto and to the use of the purchasers as shall be reasonably required.

THE PURCHASERS DOTH HEREBY COVENANTS WITH THE VENDOR AND THE DEVELOPER AS FOLLOWS: -

1. The purchasers shall maintain at his own cost, the unit thereby sold, conveyed in good condition.
2. The purchasers shall keep the walls of the said unit and partition walls, sewers, drain pipes and other fittings and fixtures and appurtenances thereto belonging, good tenable repair and conditions in particular so as to support, shelter and project and parapet and other portions of the building besides the said unit.
3. That the purchaser shall not use the unit for any purpose other than for residential and small store or to allow being stored any inflammable goods other than ones for domestic use.
4. The purchaser shall not at any time demolish or cause to be demolished, damage or cause to be damaged, the unit or any part thereof which will weaken the main structure of the building.
5. The purchaser, their servants, or their agents shall not in any way obstruct or be cause to obstruction of the common passages, landings, staircase, of the said property and not store any rubbish or other material in said common areas.
6. Upon the registration and formation of the society/association, the respective obligations and covenants of the vendor, purchaser and all other person or persons owning other units in the said building herein contained shall cease and vest in the society/association.
7. From the date of delivery of possession of the said premises and/or unit of flat upon the respective purchaser and also the proportionate share of monthly maintenance charges for service and maintenance of common parts, common easements etc. As mentioned in the third

and fourth schedule hereto and also pay proportionate share separately or any other taxes for outgoing to be levied in respect of the said unit.

8. So long as the said premise shall not be separately assessed for municipal taxes, the purchasers shall pay the proportionate share of municipal tax, rates etc. (vendors and occupier) if any assessed on the said premises and the building thereon.
9. The purchasers shall be allowed to install or affix any name plate in the place specified for the purpose in the said building.
10. That the purchaser will have the absolute right to sell, gift, lease, mortgage or any kind of transfer the said flats hereby sold, conveyed, granted, including the built up area.
11. That the purchasers shall not throw or accumulate dirt rubbish, rags or other refuses or permit the same to be thrown or allow the same to be accumulated in their flats or in the compound or any portion of the said building.
12. The cost of maintenance of the roof will be borne by all the occupiers. The purchasers may use the roof of the building purely or temporarily i.e., for holding any social or marriage function with the consent of the Association. The purchaser will also have to clean the premises after said function is concluded.
13. That the purchaser hereby under take that they will perform, fulfil and abide by all the terms and conditions, obligations as mentioned in the third and fourth schedule hereinafter written and sale is subject to the aforesaid terms and conditions, obligations and rules.

THE FIRST SCHEDULE ABOVE REFERRED TO:

(Area of plot for development)

ALL THAT piece and parcel of bastu land measuring 2 cottahs 8 chittacks be the same, a little more or less together with building lying and situated at, 33/71, Nabin Chandra Das Road, Kolkata – 700090, under additional sub registry office at Cossipore, Dum Dum, Holding No. 180, Khatian No. 113, Dag No. 122 & 124, together with all easement right or rights appertaining thereto butted and bounded in the manner following: -

- ON THE NORTH** : 16ft wide Municipal Road.
- ON THE SOUTH** : 12ft wide Municipal Road & house of Hari Pada Acharya.
- ON THE EAST** : 12ft wide Municipal Road.
- ON THE WEST** : House of Smt. Jharna Kanjilal.

THE SECOND SCHEDULE ABOVE REFERRED TO:

(The flat hereby conveyed)

ALL THAT flat being No. 3B on the third floor, measuring with proportionate and built up area 528 sq. ft. More or less consisting of two rooms, one dining cum drawing space, one balcony, one kitchen and one toilet at “SHIVALAY” at 33/71, Nabin Chandra Das Road, Kolkata – 700090, together with proportionate share and interest in the land described in the first schedule together with common parts/portions, together with all easement rights appertaining thereto butted and bounded in the manner following: -

- ON THE NORTH** : Flat No. 3C.

ON THE SOUTH : 12ft wide Municipal Road & House of Hari Pada Acharya.

ON THE EAST : 12ft wide Municipal Road.

ON THE WEST : Flat No. 3A.

THE THIRD SCHEDULE ABOVE REFERRED TO:

(Common areas and common facilities)

1. Main gate of the said premises.
2. Installation of common services viz. Electricity, water pipes, sewage, rain water pipes.
3. Water pump with motor.
4. Roof and reservoir on roof.
5. Septic tank on the ground floor for use of all owners of the building.
6. 24 hour supply of water from overhead tank to the respective flat.
7. Lighting in the common spaces, passages, staircase, including fixtures and fittings.
8. Common electric meter and box.
9. Lift and lift wall.

THE FOURTH SCHEDULE ABOVE REFERRED TO:

(Common expense of other flat owners)

1. **MAINTENANCE** : All expenses for maintenance, washing, painting, repairing, renovation and replacing building.
2. **OPERATION** : All expenses for running and operating all machinery equipment and installations comprising and in the common parts including maintenance of water pump with motor and including the cost of repairing, renovating and replacing the same.
3. **STAFF** : Salaries of and other expenses on the staff to be employed for the common purpose including their bonus and other emoluments and benefits.
4. **ASSOCIATION** : Establishment and all other expenses of the association including its formation, offices, establishment and other miscellaneous expenses.
5. **RESERVES** : Creation of funds for replacement, renovation and other periodic expenses.
6. **OTHERS** : All other expenses and for outgoing including litigation expenses as are incurred by the association for the common purpose.

IN WITNESS WHEREOF the parties hereunto set and subscribe their respective hands and sealed on the day, month and year first above written.

SIGNED SEALED AND DELIVERED

By the **PARTIES** at Kolkata

In the presence of: -

WITNESSES

1.

**As Constituted Attorney of
SRI. TAPAS BISWAS
SIGNATURE OF THE VENDOR**

2.

SIGNATURE OF THE DEVELOPER

SIGNATURE OF THE PURCHASERS

RECEIVED the sum of Rs. _____ (Rupees _____ only) from the above mentioned purchasers, being the above mentioned consideration as per memo given below:

MEMO OF CONSIDERATION

Received from the within named purchaser, the within mentioned sum of Rs. _____ (**Rupees** _____ **only**) towards full and final payment of the consideration for the said flat and appurtenances described in the **Second Schedule** above.

WITNESS:

1.

SIGNATURE OF DEVELOPER

DEED PREPARED BY ME