

DEED OF CONVEYANCE

THIS DEED OF CONVEYANCE made this the day
of , Two Thousand and Eighteen (2018) **BETWEEN**

(1) **SHIV NIKETAN PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its registered office at Bakrahat Road, Thakurpukur, Post Office Rasapunja, Police Station Bishnupur, Kolkata-700104, West Bengal, India having CIN No. U70101WB1996PTC081121 AND PAN No. AAEC3891G, represented by its director **MR. LALIT KUMAR BHUTORIA** son of Sri Prakash Chand Bhutoria working for gain at Shiv Niketan Private Limited and having PAN No. AFVPB8282R, residing at 4, Pretoria Street, P.O. Middleton Row, P.S. Sheakspear Sarani, Kolkata-700 071, West Bengal, India & (2) **BHUTORIA CONSTRUCTION PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its registered office at 23A, N.S. Road, 4th Floor, Room No. 18, Post Office-General Post Office , Police Station – Hare Street, Kolkata- 7000001, West Bengal, India having CIN No. U70101WB1996PTC081135 and PAN No. AABC3033G represented by its director **MR. ARRUN BHUTORIA** son of Lt. Sumer Mull Bhutoria working for gain at Bhutoria Construction Private Ltd. and having PAN No. ADBPJ8895J; 4, Pretoria Street, P.O. Middleton Row, P.S. Sheakspear Sarani, Kolkata-700 071, West Bengal, India Represented by its Constituted Attorney **MR. LALIT KUMAR BHUTORIA** son of Prakash Bhutoria working for gain at Shiv Niketan Private Limited and having PAN No. AAEC3891G, residing at 4, Pretoria Street, P.O. Middleton Row, P.S. Sheakspear Sarani, Kolkata-700 071, West Bengal, India Director of **SHIV NIKETAN PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its registered office at Bakrahat Road, Thakurpukur, Post Office Rasapunja, Police Station Bishnupur, Kolkata-700104, West Bengal, India having CIN No. U70101WB1996PTC081121 AND PAN No. AAEC3891G by a Registered Power of Attorney which was registered in the office of IV at Alipore and recorded in Book No. 1, Volume no 1604-2018, Pages 1729. to 1776, Being no 160406702 for the year 2017 hereinafter collectively referred to as “The owners” (which expression shall

unless excluded by or repugnant to the context be deemed to mean and include their respective successors or successor-in-office/interest and/or assigns) of the **FIRST PART.**

AND

SHIV NIKETAN PRIVATE LIMITED, a Company incorporated under the Companies Act, 1956 having its registered office at Bakrahat Road, Thakurpukur, Post Office Rasapunja, Police Station Bishnupur, Kolkata-700104, West Bengal, India having CIN No. U70101WB1996PTC081121 AND PAN No. AAEC3891G, represented by its director **MR. LALIT KUMAR BHUTORIA** son of Sri Prakash Chand Bhutoria working for gain at Shiv Niketan Private Limited and having PAN No. AFVPB8282R, residing at 4, Pretoria Street, P.O. Middleton Row, P.S. Sheakspear Sarani, Kolkata-700 071, West Bengal, India hereinafter collectively referred to as “**THE DEVELOPER/ CONFIRMING PARTY**” (which expression shall unless excluded by or repugnant to the context be deemed to mean and include their respective successors or successor-in-office/interest and/or assigns) of the **SECOND PART**

AND

....., (**Pan**) son/wife/daughter of by faith-Hindu, by occupation-....., by Nationality-Indian,residing athereinafter collectively referred to as “**PURCHASER**” (which expression shall unless excluded by or repugnant to

the context be deemed to mean and include their respective successors or successor-in-office/interest and/or assigns) of the **THIRD PART**.

WHEREAS

A. The Vendor no.1 herein **SHIV NIKETAN PRIVATE LIMITED** become absolute land measuring 97.65 decimals which is following manner :

R.S.Dag	R.S. Khatian	L.R. Dag	L.R. Khatian	Area	Deed no.
376		432	329	21.50	4681/2008
376		432	832	21.50	5235/2008
378		434	504	32.00	4683/2008
380	92	436	247,123,605,648,298	11.20	6324/2009
376		432	275	10.75	2818/2009
382		438	207	00.70	2479/2010
Total				97.65	

lying and situated at Mouza-Nawbad, J.L. No.19, Touzi No.351, Parganas Magura, within the limits of Rasapunja Gram Pananchayet, P.S. Bishnupur, District South 24 Parganas, West Bengal, India.

- B. The Vendor no.2 herein **BHUTORIA CONSTRUCTION PRIVATE LIMITED** become absolute land measuring 51.80 decimals which is following manner :

R.S.Dag	R.S. Khatian	L.R. Dag	L.R. Khatian	Area	Deed no.
379	41	436	139,703	31.40	4805/20 13
381		437	17,586,740,763	20.40	4805/20 13
Total				51.80	

lying and situated at Mouza-Nawbad, J.L. No.19, Touzi No.351, Parganas Magura, within the limits of Rasapunja Gram Pananchayet, P.S. Bishnupur, District South 24 Parganas, West Bengal, India.

- C. Vendor no.1 and Vendor 2 herein become absolute owners of total land measuring 149.45 acres and they jointly seized and possessed of and/or otherwise well and sufficiently entitled to as the full and absolute owners of ALL THAT 149.45 acres morefully and particularly mentioned and described in the **FIRST SCHEDULE** hereunder written having undivided share therein and have caused their names to be mutated in the records of the Panchayet in respect thereof.

AND WHEREAS said present vendor become absolute sole owner of said property and he change character to sali to bastu and said company recorded its name in L.R Parcha and its paid taxes regularly to the appropriate authority.

AND WHEREAS the Owner are desirous for the developing of its said property by constructing G + 4 storied building herein according to modern taste, design and architecture in accordance with Building Plan that has been already sanctioned by the Rasapunja Gram Panchayet and Zilla Parisad, Plan No. 524/654/KMDA dt.18.01.2018 at the cost of owner herein

AND WHEREAS now the present Vendor herein intend to sell the Schedule mentioned Property mentioned in the Second Schedule property at a consideration price total consideration **Rs.**

) **only** and Purchaser accepted the said proposal and agreed to purchase the Flat being no..... measuring Sq.ft. super built up area at theFloor (..... Side) of the (G+4) storied building mentioned in the First Schedule hereunder written

AND WHEREAS subsequently the **PURCHASER** i.e. the party of the Second Part herein after knowing the said intention and entered into an agreement on agreed to purchase the aforesaid self contained residential flat on the, Side, sq.ft. super built up area and car parking space on the Ground Floor, measuringof the building mentioned in the First Schedule herein above together with undivided proportionate share of land with all common facilities and amenities attached to then described in the Second Schedule along with a common areas and facilities available in the said building of said Premises at and for a total consideration of **Rs**/- **(Rupees)** **only**

AND WHEREAS accordingly, the said **PURCHASER** herein entered into an agreement on..... and on the basis of the said agreement has already paid the entire consideration amount amounting to **Rs**/- (**Rupees**) **only** to the Vendor/owner herein time to time as per Memo of Consideration hereunder written.

NOW THIS INDENTURE WITNESSETH THAT in consideration of total sum of **Rs.....**/- (**Rupees**) **only** lawful money of the well and truly paid by the Purchaser to the Vendor at or before the execution of this presence. (The receipt whereof the Vendor doth hereby admit, acknowledge as per Memo of Consideration hereunder written and to have received and of and from the same and every part thereof acquit release and for ever discharged the Purchaser of the said flat and car parking space together with undivided proportionate share of land with all common facilities and amenities attached to then described in the Second Schedule along with a common areas and facilities available in the said building , morefully and elaborately described in the Third Schedule hereunder written and also the right, title, interest of the Vendor hereby sold and transferred in favour of the Purchaser herein into and upon the said flat and car parking space **TOGETHER WITH** all other ways, path, passage, swears, advantages and appurtenances whatsoever to the said flat and car parking space belonging to or in anywise appertaining thereto or reputed to belong or be known as part and parcel of or member thereof or held use or enjoy herewith or be appurtenant thereto and the reversion or reversions, remainder or remainders and all the rents, issues and profits thereof and every part thereof portions thereof **TOGETHER WITH** the right to use the common areas and egress out of the said flat and car parking space more or less more fully mentioned in the Second Schedule hereunder and the undivided proportionate share or interest in all the common parts and portions and facilities and amenities comprised in the said building morefully described in

the Third Schedule hereunder written and also all the right, title and interest of the Vendor hereby sold and transferred unto and in favour of the Purchaser herein into or upon the said flat and car parking space and **TOGETHER WITH** all other ways, paths, passages, sewers, advantages and appurtenant whatsoever to the said flat and car parking space belonging to or in anywise appertaining thereto or reputed to belong or be known as part or parcel or member thereof or held used or enjoyed therewith or be appurtenant thereto and the reversion or reversions remainder or remainders and all the rents, issues and profits thereof and every part thereof or portions thereof **TOGETHER WITH** the right to use the common areas and paths and passages for the purpose of free ingress and egress out of the said flat and car parking space and every part or portions thereof in common with the other owners and occupiers of the said building and all the rights of easements, quasi-easements and stipulations and provisions in connection with the beneficial use and enjoyment of the said flat and car parking space and the essential service and amenities appertaining thereto and all the muniments, deeds, pattaahs, documents, writings and other evidence of title exclusively relating to the said premises and/or the said flat and car parking space which is now are or in the custody/possession and control of the said owners or which the Vendor can procure without any suit or action **AND ALL** the estate, right, title, interest property, claim and demand whatsoever of the said Vendor into or upon the said flat and car parking space and every part or portion thereof **TO HAVE AND TO HOLD** the said flat and car parking space hereby sold, granted, transferred, conveyed, assigned and assured or expressed or intended so to be with all rights, benefits, members easements and appurtenances thereto unto and to the use of the Purchaser herein absolutely and forever **SUBJECT HOWEVER** to the Purchaser making payment of the proportionate or apportioned share of the maintenance charges and statutory rates, taxes and impositions in respect of the said flat and car parking space **BUT OTHERWISE** free from all encumbrances, charges, attachments, liens,

whatsoever **SUBJECT HOWEVER** to the various easement and quasi easement and/or restrictions provided for in the said building for the purpose of beneficial use and enjoyment of the said flat and car parking space **AND** free and clear and freely and clearly and absolutely acquitted exonerated and released or otherwise well and sufficiently indemnified from against all manner of estate claim charges lien attachments and encumbrances created made done executed or suffered by the said owners **AND** the Vendor hereby further covenant with the Purchaser herein that the said owner and all the persons claiming through under or in trust for the Vendor shall and will from time to time and at all material times hereafter and at the request an cost of the Purchaser herein make do execute or cause to be done and executed all such further and other lawful acts, deeds, matters and things whatsoever for further better and more perfectly assuring the said flat and car parking space hereby sold transferred conveyed and granted or expressed or intended so to be unto and to the use of the Purchaser herein in the manner as aforesaid.

1. **THE VENDOR DOTH HEREBY COVENANTS WITH THE PURCHASER AS FOLLOWS :-**

- a) The notwithstanding any act, deed or thing or committee suffered by the vendors to the contrary the vendors is lawfully rightfully and/or absolutely seized and possessed of or otherwise well and sufficiently entitled to the said flat and car parking space hereby sold, conveyed, transferred and assigned free from all encumbrances and liabilities whatsoever and that the vendor has full power and absolute and indefeasible right and authority to sell, convey, transfer and assign the said flat and car parking space unto the Purchaser in the manner aforesaid and according to the true intent and meaning of these presents.
- b) That it shall be lawful for Purchaser at all times hereafter peaceably and quietly to enter into and to hold occupy and enjoy the said flat and car

parking space and to receive rents issues and profits thereof without any hindrance interruption disturbance claim or demand whatsoever by the Vendor and/or any person or persons claiming any estate, right, title and interest from under through or in trust for the vendor and Vendor well and sufficiently saved defended kept harmless and indemnified of from and against all former and other estates title, charges encumbrances and liabilities whatsoever made upon done execute or occasioned by the vendor.

- c) The Vendor and all persons claiming any right, title or interest in the said flat and car parking space through from under or in trust for the Vendor shall and will from time to time and at all times hereafter upon every reasonable request and at the cost and expenses of the Purchaser make do acknowledge and execute or cause to be made done acknowledge and executed all such further acts, deeds, matters and things for further assuring the said flat and car parking space unto the Purchaser as may be required.

2. **THE PURCHASER DOETH HEREBY COVENANT WITH THE VENDOR AS FOLLOWS :-**

- a) From and after the date of receipt delivery of possession of the said flat and car parking space the Purchaser shall not be entitled for partition of the said flat and car parking space by metes and bounds.
- b) The Purchaser or their servants and agent shall not in any way obstruct or causes to be obstructed the common passages, landings area, stair case of

- the property nor store therein any rubbish or other materials goods of furniture's nor shall do or cause to be done or allow any act, deed, matter or thing whereby the use and enjoyment of the common parts, the common amenities and the common conveniences of the said property be in any way prejudicially affected or vitiated.
- c) The Purchaser shall not allow any occupier of the sold flat to demolish or remove or caused to be demolished or removed any structure roofs, ceilings, walls, doors and windows in or about the said property **PROVIDED THAT** nothing herein contained prevent the Purchaser or the occupiers to decorate in the same good condition, state and other in which the same shall be delivered to her and shall abide by all laws, bye-laws, rules and regulations of the Government, Kolkata Municipal Corporation and/or any other authorities and local body and shall attend, answer and be responsible for all deviations violations and breach of any of the conditions or laws or rules and regulations and shall observe and performs all the terms and conditions herein contained. The Purchaser shall not do any structural additions or alteration in the said flat and car parking space, or erect brick partitions.
- d) The purchaser shall not use the said flat and car parking space any portion thereof in such manner which may be or is likely to cause nuisance or annoyance to the occupiers of the other units/flats in the said building or to the owner or occupiers of adjoining or neighbouring properties nor shall use the same for commercial purpose.
- e) The Purchaser shall nor throw or accumulate any dirt rubbish garbage refuse or permit the same to be thrown of allow the same to be accumulated in purchaser's premises or in the compound or any portion of

the building and shall not right or burn coal, coke or charcoal in the common areas in the said premise.

- f) The Purchaser shall not install or affix any name plate, board or letter box at any place other than the place, specified for the purpose in the said building.
- g) Save and except in respect of the said flat and car parking space together with undivided proportionate share or interest in the land applicable to the floor space sold by the vendor/Vendor herein save and except the rights and benefits of the common parts the common easements, quasi-easements, benefits privileges and advantages appertaining, thereto to be covered or granted under these presents, the purchaser shall have no claim or right of any nature in other floor spaces unit/flats and areas of the said building and/or the said property. Purchaser will have no right upon the top floor roof of the said building and in future if vendor will construct any addition of the said building on that occasion purchaser will raise no objection for the said construction.
- h) Until formation of a society or an association amongst the Purchaser as stated hereinafter shall permit the Vendor and/or the person or persons for the time being the management of the said building and its surveyors and agents with or without workmen and others at all reasonable time to enter and upon the said flat and car parking space or any part thereof for the purpose of maintaining, rebuilding, clearing, freeing, closing, lighting and keeping in order and good condition all service drainage, pipes, cables water covers, gutters, wires, part structures belonging to or serving or used for the said building and also for the purposes of pulling done, maintaining, repairing and testing drainages gas and water pipes and electric wires and for similar and/or any other purpose.

- i) The Purchaser shall also pay his/her proportionate share for insurance of the building against earth quake, fire, mob damages and civil commotion.
- j) The Purchaser shall not keep or store in the said flat and car parking space any inflammable or combustible articles such as explosives chemicals, films or any offensive articles such hide or manners or food grains or any other articles giving an offensive smell nor shall the purchaser do anything which shall be constitute any nuisance or annoyance to the occupiers of the other flats, in the said building.

THE FIRST SCHEDULE ABOVE REFERRED TO:

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(SAID PREMISES)

R.S.Dag	R.S. Khatian	L.R. Dag	L.R. Khatian	Area
376	329,275	432	329,832,1022	53.75
378	504	434	504	32.00
379	41	435	139,703	31.40
380	92	436	247,123,605,648,298	11.20
381	17,586,740,763	437	17,586,740,763	20.40
382		438	207	00.70
Total				149.45

lying and situated at Mouza-Nawbad, J.L. No.19, Touzi No.351, Parganas Magura, within the limits of Rasapunja Gram Pananchayet, P.S. Bishnupur, District South 24 Parganas, West Bengal, India.

Vendor no.1 and Vendor 2 herein become absolute owners of total land measuring 149.45 acres.

- On the North** : By 10 Mtr wide Road & R.S.Dag No. 377
& 382 of Mouza Nowbad
- On the East** : By land of R.S.Dag Nos. 12 & 21 of Mouza
Uttar Kajirhat
- On the South** : By 10 Mtr wide Road & R.S. Dag Nos 380 &
382 of Mouza Nowbad
- On the West** : By land of R.S. Dag No. 375 of Mouza Nowbad

OR HOWSOEVER OTHERWISE the same now are or is or heretofore were or was situated called known numbered described or distinguished.

THE SECOND SCHEDULE ABOVE REFERRED TO:

PART-I

(DESIGNATED UNIT)

ALL THAT the flat being Unit No. _____ containing a carpet area of _____ Square feet more or less alongwith balcony with a carpet area of _____ Square feet more or less and a total built-up area of Unit (including Balcony) of _____ Square feet more or less on the _____ floor of the Block _____ of the Building Complex namely **RUBY Tower 1 or 2** at the said premises and shown in the Unit Plan annexed hereto duly bordered thereon in **“RED”**

THE THIRD SCHEDULE ABOVE REFERRED TO
(Common areas & common facilities)

1. Staircase from the ground upto the roof of the top floor storey.
2. Entire roof of the Building
3. Lift and Lift Machine.
4. Path and passages for egress and ingress from and to the said building / servant's quarter.
5. Pump.
6. Common passage.
7. Under ground and over - head water reservoir and/ or water reservoirs.
8. Common plumbing and other common relations.
9. Meter room
10. Boundary wall.
11. Drainage.
12. Sewars
13. And any other common parts, areas, equipments, installations, fixtures and fitting as are necessary to be used in common with other occupiers.

THE FOURTH SCHEDULE ABOVE REFERRED TO

1. The expenses of service tax, administration, maintenance, repair replacement of the common parts and equipments and accessories common areas and facilities including white washing painting and decorating the exterior portion of the said building, the boundary walls, entrance, the staircase, the landings, the gutters, motor pumps, water and electric wiring and installation, sewers, drains and all other common parts, fixtures, fittings and equipments in under or upon the building enjoyed or used in common by the purchaser, co-purchaser, or other occupants.
2. The costs of cleaning, maintaining and lighting the main entrance passage, landings, staircases and other parts of the building as enjoyed or used in common by the occupiers of the said building.
3. The salaries of manager, clerks, durwans, pump operator, plumbings, electricians, sweepers etc.
4. The costs of working repairs, replacement and maintenance pumps and other plumbing works including all other service charges for services rendered in common to all occupiers.
5. Municipal and other taxes both owners and occupiers and other outgoings etc including service taxes.
6. Insurance of the building against earthquake, fire mob, damages and civil commotion etc.
7. All electricity charges payable in common for the common portions of the said building.
8. Such other expenses including printing and stationary as also all litigations expenses incurred in respect of any dispute with Corporation of Calcutta Improvement Trust other local authority, Government Insurance Company or any other persons in relation to or as may be deemed by the Developer, or any ad-hoc Committee Association of occupiers to be

necessary or including to the maintenance and upkeep of the said building.

IN WITNESS WHEREOF the Parties hereto have executed this Agreement on the day, month and year first above written.

SIGNED, SEALED AND DELIVERED
BY THE VENDOR HERETO AT KOLKATA

in presence of : –

WITNESSES :

1.

2.

SIGNATURE OF THE VENDOR

SIGNATURE OF THE PURCHASER

– :: **MEMO OF CONSIDERATION** :: –

RECEIVED of and from the withinnamed Purchaser the withinmentioned sum of **Rs**- (**Rupees**) **only** from the within mentioned Purchaser

Total Rs/- (Rupees) only

WITNESS :

1.

2.

SIGNATURE OF THE VENDOR

Drafted by me :

Advocate