

DEED OF CONVEYANCE

THIS DEED OF CONVEYANCE is made on this theday of
..... 2020 (Two Thousand Twenty) in the Christian Era.

BETWEEN

1).SRI TAPAN DASGUPTA (PAN-ARRPD4912Q) **2). SRI SHAMBHU DASGUPTA** (PAN-EBQPD6633H) **3). SRI MRITUNJAY DASGUPTA** (PAN-EBQPD6630E) **4). SRI SAIBAL DASGUPTA** (PAN-BBFPD7226L) all are sons of Late Chittaranjan Dasgupta all are by faith Hindu, by occupation-no. 1 and 2 are business, 3 and 4 are Service all are residing at 5/55, Jatindas Nagar, P.S.-Belgharia, Kolkata-700056 **5). SMT CHAITALI DASGUPTA** (PAN-BVDPD0576R) wife of Late Shibabrata Dsgupta daughter-in-law of Chittaranjan Dasgupta by faith-Hindu, by occupation-Housewife, residing at 5/55, Jatindas Nagar, P.S.-Belgharia, Kolkata-700056 **6). SMT BANDANA BHATTACHARYYA** (PAN-DMIPB8383N) wife of Sri Samir Bhattacharyya daughter of Late Chittaranjan Dasgupta by faith Hindu, by occupation –Housewife residing at 67, A.K. Road, P.S.-Titagarh, Kolkata-700119, Dist North 24 Parganas **7). SMT SWAPNA DASGUPTA** (PAN-BGEPD4659M) wife of Sri Narayan Kishor Paul daughter of Late Chittaranjan Dasgupta by faith Hindu, by occupation –Housewife residing at 5/55, Jatindas Nagar, P.S.-Belgharia, Kolkata-700056 **8). SMT RATNA BHATTACHARYA** (PAN-DMIPB8502H) wife of Sri Nishir Bhattacharya daughter of Late Chittaranjan Dasgupta, by faith Hindu, by occupation-no. Housewife, residing at 1/114, Jatindas Nagar, P.S.-Belgharia, Kolkata-700056, District North 24 Parganas, herein after referred to as the VENDORS (which terms or expression shall unless excluded by or repugnant to the context be deemed to mean and Include their legal heirs, executors, administrators, representatives and assigns) Of the FIRST PART,

AND

The Vendors are represented by their Constituted Attorney of **NIRMAN CONSTRUCTION** (PAN-AAMFN2504N) a partnership firm having its office at 121, Feeder Road, Kolkata 700056 represented by its partners namely 1). **SRI GAUTAM MAITY alias GOUTAM MAITY** (PAN-AWKPM5684N) son of Sri Kshitish Maity, by faith-Hindu, by occupation –Business residing at 1/100, Jatindas Nagar, P.S.-Belgharia, Kolkata-700056 2) **SRI RANJAN GOSWAMI** (PAN-ALTPG7739G) son of Late Nani Gopal Goswami, by religion - Hindu, by Occupation - Business, residing at 1/104, Jatin Das Nagar, P.S.-Belgharia, Kolkata –700 056 **3) SRI SUDEB KUNDU** (PAN-CRHPK9315G) son of Sri Sudhir Kundu, by religion - Hindu, by

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Occupation - Business, residing at 47, Vivekananda Nagar, P.S.-Belgharia, Kolkata -700 056 (vide development agreement was recorded in book no. 1, Volume no. 1526-2019, pages from 90919 to 90966, being no. 152602765 for the year 2019 and the development power was recorded in Book no.1, Volume no. 1526-2019, pages from 91326 to 91358, being no. 152602778 for the year 2019 respectively.

AND

NIRMAN CONSTRUCTION (PAN-AAMFN2504N) a partnership firm having its office at 121, Feeder Road, Kolkata 700056 represented by its partners 1). **SRI GAUTAM MAITY alias GOUTAM MAITY** (PAN-AWKPM5684N) son of Sri Kshitish Maity, by faith-Hindu, by occupation -Business residing at 1/100, Jatindas Nagar, P.S.-Belgharia, Kolkata-700056 2) **SRI RANJAN GOSWAMI** (PAN-ALTPG7739G) son of Late Nani Gopal Goswami, by religion - Hindu, by Occupation - Business, residing at 1/104, Jatin Das Nagar, P.S.-Belgharia, Kolkata -700 056 3) **SRI SUDEB KUNDU** (PAN-CRHPK9315G) son of Sri Sudhir Kundu, by religion - Hindu, by Occupation - Business, residing at 47, Vivekananda Nagar, P.S.-Belgharia, Kolkata -700 056 herein after referred and called as the **DEVELOPERS** (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include their heirs, executors, administrators, representatives and assigns) of the **SECOND PART**.

AND

1)Mr.....son of Mr.....PAN-(.....)Faith-Hindu, Nationality-Indian by occupation-....., Residing at.....herein after referred to as the **“PURCHASERS”**(which expression shall unless excluded by or repugnant to the context be deemed to mean and include, include their heirs, successors, executors, administrators, legal representatives and assigns) of the **THIRD PART**.

WHEREAS the vendors/Owners are seized and possessed of otherwise well and sufficiently entitled to all that land and premises situate of land containing by estimation an area of 3 (Three) Cottahs 15 (Fifteen)Chittacks 00 sq.ft. lying and situated at within District- North 24-Parganas, A.D.S.R.O. Cossipore Dum Dum, at present Belgharia, P.S. Belgharia, within limits of Kamarhati Municipality, under

Mouza- Belgharia, J.L. no.3, E.P. no. 728 (SP-276), C.S. Plot No. 1767(P) at 5/55, Jatindas Nagar, Belgharia, Kolkata-700056 morefully and particularly mentioned and declared in the FIRST SCHEDULE hereunder written and hereinafter for the sake of brevity referred to as the "SAIDPROPERTY" and that the said property is free from all encumbrances, charges, liens, attachment, trust, dispenses, mortgages and other defects in title and the said Property is not subject to any order of compulsory acquisitions or requisitions what so ever from any corner and/or under any law for the time being in force. The developer has entered into this Agreement relying on the aforesaid representative and/or assurances of the owner and is acting on good faith thereof.

WHEREAS one Anjali Das Gupta wife of Late Chittaranjan Das Gupta i.e. mother of the owners herein was the absolute owners of ALL THAT the piece and parcel of bastu land measuring about 3 (Three) Cottahs 15 (Fifteen)Chittacks 00 sq.ft. lying and situated at within District- North 24-Parganas, A.D.S.R.O. Cossipore Dum Dum, at present Belgharia, P.S. Belgharia, within limits of Kamarhati Municipality, under Mouza- Belgharia, J.L. no.3, E.P. no. 728 (SP-276), C.S. Plot No. 1767(P) at Jatindas Nagar Colony, Belgharia, Kolkata-700056, within limits of Kamarhati Municipality by dint of a registered deed of gift by the Governor of the State of West Bengal through R.R. & R Directorate, Govt. of West Bengal on 22.02.1989, which was recorded in Book no-1, Volume no X, Pages from 121 to 124, being no. 781 in the year 1989 in the office of A.D.R. Barasat, North 24 Paraganas.

AND WHEREAS after getting the said property by virtue of a gift deed the said Anjali Dasgupta mutated her name in the record of the Kamarhati Municipality as well as in the other government seresta and recorded their property as premises no. 5/55 Jatindas Nagar Colony, Holding no. 486, P.S. Belgharia, Kolkata-700056, ward 34 within limits of Kamarhati Municipality and said Anjali Das Gupta had been paying his relevant taxes regularly and she constructed a one tile shaded structure on the said land.

AND WHEREAS during occupation and possession the said Anjali Das Gupta died intestate on 29.08.2014 and prior to her death her husband was died and she leaving behind her 5 (sons) sons namely 1. Tapan Dasgupta, 2. Shibabrata

Dasgupta 3. Shambhu Dasgupta 4. Mritunjay Dasgupta 5. Saibal Dasgupta and 3(Three) daughters namely 1. Bandana Bhattacharyya 2. Swapna Dasgupta 3. Ratna Bhattacharya as her only legal heirs and successors as per Hindu Succession Act. And one of the son namely Shibabrata Dasgupta died intestate as issueless on 25.12.2012 and leaving behind him his wife namely Chaitali Dasgupta as his only legal heir and successor as per Hindu Succession Act 1956.

AND WHEREAS said 4 (sons) sons namely 1. Tapan Dasgupta, 2. Shambhu Dasgupta 4. Mritunjay Dasgupta 5. Saibal Dasgupta one daughter-in-law namely Chaitali Dasgupta and 3(Three) daughters namely 1. Bandana Bhattacharyya 2. Swapna Dasgupta 3. Ratna Bhattacharya i.e. the present owners herein became the joint owners of the property left by the said Anjali Dasgupta and they mutated their names in the record of the Kamarhati Municipality as well as in the other government seresta and recorded their property as premises no. 5/55 Jatindas Nagar, Holding no. 486, P.S. Belgharia, Kolkata-700056 ward no. 34 within limits of Kamarhati Municipality which is morefully and particularly mentioned hereunder as FIRST SCHEDULE property and they had been paying their relevant taxes regularly.

AND WHEREAS the present owners herein are seized and possessed the above mentioned property and enjoying and occupying the under mentioned FIRST SCHEDULE property free from all encumbrances whatsoever and regularly paying the Municipal Taxes and other outgoing whatsoever.

AND WHEREAS we all are the Owners of the property measuring 3 Cottahs 15 Chittaks 00 Sq.Ft.

AND WHEREAS presently the vendors/land Owners with intention of construction of FAR sanctioned by the Kamarhati Municipality over the plot of land measuring as aforesaid and particularly described in the schedule herein below has approached the Developer herein forwing the said act and on the basis of such approach made the Owners Developer being experienced in developing the property has agreed to develop has agreed to develop the property morefully and particularly described in the Schedule hereunder_written, hereinafter called "THE SAID PROPERTY" at its own cost and expenses on the terms and conditions hereinafter contained.

AND WHEREAS such purpose of promoting of the said property the owners herein by a Development Agreement dated 3rd day of July 2019 which was recorded in Book book no. 1, Volume no. 1526-2019, pages from 90919 to 90966, being no. 152602765 for the year 2019 and the development power dated 3rd day of July 2019 was recorded in Book no.1, Volume no. 1526-2019, pages from 91326 to 91358, being no. 152602778 for the year 2019 registered before the ADSR Belgharia respectively, have agreed as well as appointed to the present developer herein the entire first schedule referred land after demolishing old structure standing thereupon according to plan of municipal Authority which will be sanction by the concerned Department.

WHEREAS said owners have empowered the developer for constructing of a multi storied (G+3) building upon the plot of entire first schedule land and authorized him for selling, the DEVELOPERS ALLOCATION to any other outsider parties as per terms of development agreement and to receive the selling price from any customers and sign, execute and register any kind of Deeds and agreements with all other connecting papers/documents etc. on behalf them for completing such projects.

WHEREAS thereafter the said developer have obtained a sanction building plan being no.255 dated 06.12.2019 Which was duly sanctioned by the Kamarhati Municipality Authority and have started the constructional work of a multistoried building upon the plot of first schedule land drive to find out prospective buyer or buyers for selling his own allocation.

ANDWHEREAS after having been authorized and empowered by the Vendors herein the said NIRMAN CONSTRUCTION being the Developer constructed the multi storied(G+3)building consisting of some FLAT rooms in the said proposed building. And residential flats on the other floors as per plan sanctioned by the Kamarhati Municipality at their own costs, expenses and charges.

AND WHEREAS the Vendor/Developers in exercise of their Power have offered to sell Mr._____ one FLAT being flat No .___on the___Floor facing_____side of the building having Carpet Area _____ Sq.ft. more or less alongwith undivided importable proportionate share of land and all other

common utilities, amenities and facilities to the Purchasers in the said new building.

AND WHEREAS the Purchasers have seen the plans and specifications of The said building including the proposed FLAT to be sold to the Purchasers and agreed to Purchase the same.

AND WHEREAS the Purchasers herein being such informed about The FLAT And having been pleased, approached the Vendor/Developers herein for the Purchase of the FLAT, being FLAT No....on the....Floor facingside of the building having Carpet Area_____Sq.ft. more or less (of which Covered Area

_____ more or less and particularly described in the Schedule "B" hereunder written free from all encumbrances together with all new standard fixtures and fittings alongwith the proper connection of water, electricity and drainage including undivided importable proportionate share of land and all other common land and other common areas of the said building.

AND WHEREAS the Vendor and Developers herein have accepted and agreed to sell the above said FLAT particularly mentioned and described in the Schedule "B" hereunder written for a total consideration of Rs...../ (Rupees.....)only and the Purchasers here in agreed to Purchase the same at the said market price.

AND WHEREAS the developer has completed the construction work and purchasers have paid the full and final consideration of Rs...../- (Rupees)only and after request of the purchasers the developer herein have executed this deed of conveyance in favour of the purchasers herein of the "B" schedule of property herein.

NOW THIS INDENTURE WITNESSETH that in pursuance of the said agreement and in consideration of the said sum of Rs...../- (Rupees)only being the full consideration money paid by the Purchaser to the Vendor as well as the said Developer (the receipt whereof the Vendor as well as the said Developer do hereby as well as by the receipt hereunder written, admit and acknowledge and of and from the same

and every part thereof for release and discharge the Purchaser of the said Flat and undivided proportionate share in the land of "A" Schedule property and all other properties hereby transferred and assigned or intended to be transferred and assigned to the Purchaser) The Vendor as well as the Developer do hereby sell, convey, transfer, assign and assure unto the Purchasers ALL THAT the said Flat bearing no."....." measuring an area of Carpet Area_____Sq.ft. more or less (of which Covered Area _____ more or less at the floor wherein the Vendor and the Developer shall have no right to let out the same on residential purpose barring to the fact lying and situated of premises no. 5/55, Jatindas Nagar, Police Station- Belgharia, Kolkata-700056 District-North 24-Parganas, more fully and particularly described in the Second Schedule hereunder written and delineated with a Red border line in the map or plan annexed hereto together with undivided proportionate share in the land appertaining to the said Flat and right of user of electric line and roof etc hereinafter referred to as "the properties appertaining".

TO HAVE AND TO HOLD the said Flat and the properties appertained thereto and all other premises herein comprised and hereby intended to be granted, conveyed, transferred, assigned and assured and every part or parts thereof respectively together with the right member and appurtenances whatsoever unto the Purchasers absolutely and forever from all encumbrances, trusts, liens and attachments whatsoever.

SUBJECT EXECLUSIVELY to the payment of the proportionate share of the apportioned liability of municipal taxes for the said Flat and other outgoing charges and expenses including these mentioned and written hereunder.

AND SUBJECT NEVERTHELESS to the easements and quasi-easements and other stipulations or provision in connection with the beneficial use and enjoyment of the said Flat written hereunder.

THE VENDORS DO HEREBY COVENANT WITH THE PURCHASER AS FOLLOWS :-

- 1) The Vendor has good right, full power and absolute authority to transfer and assign the said Flat and the properties appertaining thereto in the manner, mentioned hereinabove NOTWITHSTANDING and act, deed or thing done or committed by the Vendor or suffered to the contrary.

- a) That the Purchaser shall and may at all times hereinafter peaceably and quietly possess and enjoy the said Flat and the properties appurtenant thereto and the said right to use the said Flat and receive the rents issues and profits thereof without any lawful evictions claims or demands whatsoever from or by the Vendor or any person claim through or under or entrust for the Vendor free all encumbrances.
- 2) That the Vendor upon every reasonable request of the Purchaser and at the cost of the Purchaser or of the person making the request shall produce all or any of the documents of the title relating to the said land and building which have been retained by the Vendor and shall furnish such true copies or extracts free from as the Purchasers or any other persons may require and will in the meantime keep the said documents safe, un concealed unless prevented from so doing by one or other inevitable accidents.
- 3) Nothing contained in these presents shall be construed to convert upon the Purchaser any right, title or interest of any kind whatsoever into and ever the said land or building or any part thereof save and except in respect of the particular Flat.
- 4) The Housing Society or a Limited Company or Syndicate or Association to be formed by the owners of the multistoried building shall manage all affairs relating to the said building formed by the owners of the unit holders shall manage all affairs relating to the said building.

THE PURCHASER DOTH HEREBY COVENANT WITH THE VENDOR :

- 1) That the Purchaser shall and will at all times pay all dues hereunder and their share of the proportionate municipal taxes for the said Flat and shall otherwise fulfill, perform, and observe all the terms conditions hereof.
- 2) That the Purchaser shall at all times hereinafter indemnify and keep save harmless and indemnified the Vendor and his estate and effects from the said payment and observance and performs of the said covenants, conditions and all claims and demands on account thereof.

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- 3) The Purchaser shall maintain at his cost of the Flat area acquired by it in good condition, state and order and shall abide by all laws, rules and regulations of the Government, municipality, association or syndicate of the owners etc. that may be formed by the owners and/or any other authorities and local bodies and shall answer and be responsible for all deviations and/or violation of any of the conditions and rules or laws and shall observe and perform all the terms and conditions contained herein.
- 4) The Purchaser shall from time to time make, execute, file and register all declaration, deeds and things as shall be necessary for and in relation to the said Flat to be acquired.
- 5) The Purchaser hereby agreed convenience and undertakes to be a member of the association of the owners to be formed and also from time to time and at all times to sign and execute the application for registration and all other papers and documents necessary for the formation of the association.
- 6) The Purchaser hereby covenants to keep the Flat area portion, wall, sewers, drains, pipes and other fitting and fixtures and appurtenance thereto belonging in good, state or repair and condition and in particular so as to support shelter and protect all parts of the building.
- 7) The Purchaser shall not use the Flat area for any purpose whatsoever which may or it likely to cause nuisance or annoyance to the occupiers or the owners of the Flat in the building or to the owners or occupants of the neighboring premises nor for any illegal or immoral purposes. The Purchasers shall not carry on or permit to be carried on upon the said Flat or any part thereof any obnoxious or offensive or unlawful business whatsoever and shall not also cause to be done or committed or permitted to be done or committed anything, which may be or become illegal under any law for the time being in force.
- 8) The Purchaser shall not at any time demolish or cause to be demolished or damaged the Flat area and/or common area or any part thereof agreed to be

acquired by them nor will be at any time make or cause to be made any addition or alteration of whatsoever nature of the said Flat and/or common areas or any part thereof. The Purchasers shall not be permitted to alter the elevation or vary outside colour scheme of the Flat acquired by him. The Purchasers by dint of his valid Purchasers' right deserved for causing. The necessary changes and addition or alternation in respect interior side of his Flat.

9) The Purchaser shall not throw dirt, rubbish, rags or other refuse articles or permit the same to be thrown or accumulated or allow the same to be accumulated in their Flat and/or common area or in the compound or any portion of the said building or adjoining portion thereof.

10) The entire municipal rates and taxes and other outgoings costs of maintenance and other expenses for upkeep of the said building and all other impositions including betterment fees and other compulsory impositions shall become payable jointly by the holders of all the Flat of the said building and the same shall be divisible amongst them and the Purchasers of the respective Flat shall make payment of their proportionate share out of the said entire taxes and impositions and expenses without any abatement for those positions of the land and building which are meant for common house and enjoyment of the building which will be under the exclusive control and possession of the Housing Society and/or Association of the building. Be it noted that the "B" schedule property mentioned hereunder shown by the 'Red Colour' in the annexed plan and the annexed plan is the part of this deed.

FIRST SCHEDULE ABOVE REFERED TO

All That piece and parcel of a Bastu land measuring about 3 Cottahs 15 Chittak 00 sq.ft. more or less with multistoried building thereon (G+3) known as "ANJALI VILLA" comprised in E.P. no. 728(SP-276), C.S. Plot No. 1767(P) at Mouza-Belgharia, J.L.No.3, Touzi No. 172, P.S.-Belgharia, Under A.D.S.R.O. Cossipore Dum Dum, at present Belgharia, District North 24 Parganas situated at premises no. 5/55, Jatindas Nagar, Police Station- Belgharia, Kolkata-700056, Holding no.486 ward no.34, within the District North24-Parganas and within the jurisdiction of Kamarhati municipality, which is butted and bounded by:-

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On the North : E.P. No.472.

On the South : Common Passage.

On the East : 12' ft wide colony Road.

On the West : E.P. No.714.

SECOND SCHEDULE ABOVE REFERRD TO

(The Description of FLAT)

ALL THAT the self-contained FLAT, FLAT being No. on the___ Floor facing.....side of the building having CARPET Area.....Sq.ft. more or less of which Covered Area.....(.....)more or less. Of which Covered Area.....(.....)more or less with Marble floor of the building consisting of__ bedrooms,__ bathrooms,__ Kitchen with open drawing place, balcony within the area of the said FLAT, proportionate the share of area of common portion e.g., (staircase, lift, overhead water reservoir, septic tanks, electric room /space etc.)Together with undivided proportionate the share of land and all other common utilities amenities and facilities.

COMMON AREAS & FACILITIES

- a) Entrance to the said building & common passage.
- b) Staircase.
- c) Lobbies on the ground floor and each floor.
- d) Electric Wiring, installation of electric meter.
- e) Overhead water tank.
- f) Deep tube well
- g) Drains and sewers.
- h) Boundary wall & main gate.
- i) Roof.
- j) Water distribution pipes.
- k) Septic tank.
- l) Lift

SCHEDULE FOR COMMON EXPENSES

- 1) All costs of maintenance, operating, replacing of any essential things, white washing, painting rebuilding, reconstructing, decorating, redecorating and lighting in the common passage and portions and the outer walls of the building and also for security of the said building after the possession is formally given and/or taken.
- 2) The salaries of all the persons to be employed for the aforementioned purposes.
- 3) All charges, expenses and deposits for obtaining essential services or supplies in common areas/services with other users.
- 4) Municipal Taxes and other outgoings save those separately assessed on the respective flat.
- 5) Costs and charges of establishment for maintenance of the building and for watch and ward staff.
- 6) All litigation expenses appertaining to the maintenance and protection of the building and disputes regarding claim and/or demands from the corporation and/or of other local authorities, after purchase of the flat.
- 7) All other expenses and outgoings as may be decided by the Association of the said building to be necessary or incidental for the regulating and protecting the interests of the Purchasers of the Flat no. on floor of the said building and protecting the rights of the said Purchasers of the Flat.

All the aforesaid expenses will have to borne by the Purchasers along with other Purchasers in the said premises.

IN WITNESS WHEREOF the parties hereto have put their respective signatures on the day, month, year first above written

Signed, Sealed & Delivered

= 14 =

At Kolkata

In present of :

1.

Signature of the Owners/Vendors

2.

Signature of the Developer

Signature of the Purchasers.

Drafted by

Advocate

MEMO OF CONSIDERATION

Received Rs...../- (Rupees)
only by the Developer from the within named Purchasers in presence of Witnesses
as per memo below :-

MEMO

<u>Sl. No.</u>	<u>Date</u>	<u>Cheque No.</u>	<u>Bank</u>	<u>Amount</u>
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Total Rs...../-

(Rupees) only

Signed, Seal and Delivered

In presence of :

- 1.

- 2.

Signature of the Developer/Second Part