

DEED OF CONVEYANCE

THIS DEED OF CONVEYANCE made this the day of
March, Two Thousand Twenty (2020)

BETWEEN

1) **SRI SANTOSH KUMAR MUKHERJEE**, PAN - **AWYPM0792R**, son of late Panchanan Mukherjee, by faith Hindu, by Nationality Indian, by occupation Retired Person, residing at 25/7/1, Barada Sarani, P.O. Haridevpur, P.S. Thakurpukur now Haridevpur, Kolkata 700 082, District South 24 Parganas & 2) **SMT. BANI CHAKRABORTY**, PAN - **ATRPC2846C**, wife of Sri Naresh Chandra Chakraborty, by faith Hindu, by occupation Service, by Nationality Indian, residing at 155, Mahatma Gandhi Road, holding No. 25/7, Barada Sarani, P.O. Haridevpur, P.S. Thakurpukur now Haridevpur, Kolkata 700 082, District South 24 Parganas, hereinafter called and referred to as the "**OWNER**" represented by their constituted attorney "**M/S.BALAJI**", a Proprietorship firm, having its registered Office at 353/3A, Mahatma Gandhi Road Kolkata 700082, Police Station previously Thakurpukur, now Haridevpur, District : South 24 Parganas, represented by its Proprietor **SRI SANJAY AICH**, PAN - **AGEPA 9773G**, Son of Sri Nemai Chandra Aich, by faith Hindu, by occupation Business, nationality Indian, residing at 353/3A, Mahatma Gandhi Road, Post Office Haridevpur, Kolkata 700082, Police Station previously Thakurpukur, now Haridevpur, District : South 24 Parganas, by virtue of a Power of Attorney registered before the office of DSR - II Alipore and recorded in Book No. I, Volume No. 1602-2016, Pages 197020 to 197040, Being No. 160206777, for the year 2016 (which term or expression shall unless excluded by or repugnant to the context be deemed to include their heirs, executors, administrators, legal representatives and assigns) of the **FIRST PART**;

AND

_____ PAN - _____, Aadhaar No. _____, son/wife/daughter of _____, by faith _____ by Nationality Indian, by occupation _____, residing at N _____, hereinafter called and referred to as the "**PURCHASER**" (which term or

expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include _____ heirs, executors, administrators, legal representatives and assigns) of the **SECOND PART**;

AND

"M/S.BALAJI", a Proprietorship firm, having its registered Office at 353/3A, Mahatma Gandhi Road Kolkata 700082, Police Station previously Thakurpukur, now Haridevpur, District : South 24 Parganas, represented by its Proprietor **SRI SANJAY AICH, PAN - AGEPA 9773G**, Son of Sri Nemai Chandra Aich, by faith Hindu, by occupation Business, nationality Indian, residing at 353/3A, Mahatma Gandhi Road, Post Office Haridevpur, Kolkata 700082, Police Station previously Thakurpukur, now Haridevpur, District : South 24 Parganas, hereinafter called and referred to as the **"DEVELOPER"** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successor-in-office, successor-in-interest, executors, administrators, legal representatives and assigns) of the **THIRD PART**;

WHEREAS the owner no. 1 herein, by way of purchased from the then owner Provakar Gangully, became the owner of a plot of land measuring 02 Cottahs 08 Chittaks, by way of a Deed of Conveyance, which was registered before the office of DR Alipore and was recorded in Book No. I, Deed No. 16349 for the year 1990.

AND WHEREAS the owner no. 1 herein after purchasing the above land recorded his name before the B.L. & L.R.O. and also recorded in Kolkata Municipal Corporation and since then the property has been known and numbered as KMC Premises No. 155A,

Mahatma Gandhi Road, KMC Ward No. 122, Vide Assessee No. 411220716410, P.S. Haridevpur, Kolkata 700 082.

AND WHEREAS one Sahabuddin Mondal since deceased, was the absolute owner in respect of land measuring 85 decimals and other land also lying and situated at Mouza Haridevpur, J.L. No. 12, under Khatian No. 50, Dag No. 634, P.S. the then Thakurpukur now Haridevpur, District South 24 Parganas.

AND WHEREAS after the demise of said Sahabuddin Mondal he left behind Samsuddin Mondal, Mafijuddin Mondal as his only sons, Saharjan Bewa as his wife and two daughter namely Sahenabanu and Laila Khatoon as his only legal heirs and successor and they became the joint owners of the property as per the Mohamadan Law.

AND WHEREAS the above persons while enjoying the said property jointly they to avoid future complicity and to proper utilization of the said land appointed a Surveyor for Survey of the entire land and on 16.07.75 by way of a Deed of Partition registered before the office of S.R. Alipore, partitioned the entire land as per their desire the said deed was recorded in Book No. I, Volume No. 104, Pages 217 to 226, Being No. 3642 for the year 1975.

AND WHEREAS as per the said Partition Deed Samsuddin Mondal one of the co-owners had been allotted **SCHEDULE - A** also marked in the Plan annexed therein.

AND WHEREAS the said Samsuddin Mondal after obtaining the said land by way of partition while enjoying a demarcated portion of land 06 Cottahs he due to urgent need of money while announce to sell

the said land the present owner no. 2 herein purchased the said land by way of a Deed of Conveyance which was registered before the office of S.R. Alipore and was recorded in Book No. I, Volume No. 135, Pages 242 to 247, Being No. 5297 for the year 1975.

AND WHEREAS after purchasing the above land the present owner no. 2 while enjoying the said property she due to urgent need of money sold, transferred and conveyed a demarcated portion of land measuring 04 Cottahs out of the total land and since that time she is retaining a balance portion of land measuring 02 Cottahs and has been enjoying the same by mutating her name with the records of the Kolkata Municipal Corporation and since then the property has been known and numbered as KMC Premises No. 155, Mahatma Gandhi Road, Kolkata 700 082, vide Assessee No.411220701558 within the K.M.C. Ward No.122, Police Station formerly 'Thakurpukur, now Haridevpur, District South 24 Parganas, and also recorded in the office of B.L. & L.R. in Khatian No. 1275.

AND WHEREAS the owner no. 1 herein due to some valid reason sold, transferred and conveyed undivided 01 Chittak of land out of his total land in favour of the owner no. 2 herein, by way of a registered Deed of Conveyance, dated 29th June, 2015, registered before the office of DSR II, Alipore, South 24 Parganas and was recorded therein Book No. 1, CD Volume No. 1602-2015, Pages from 36270 to 36296, Being No. 16026629 for the year 2015.

AND WHEREAS the owner no. 2 herein due to some valid reason sold, transferred and conveyed undivided 01 Chittak of land out of her total land in favour of the owner no. 1 herein, by way of a registered Deed of Conveyance, dated 29th June, 2015, registered

before the office of DSR II, Alipore, South 24 Parganas and was recorded therein Book No. 1, CD Volume No. 1602-2015, Pages from 36242 to 36269, Being No. 16026628 for the year 2015.

THUS the present owners herein became the joint owners of **ALL THAT** piece and parcel of undivided land measuring about 04 Cottahs 08 Chittaks, be the same a little more or less, lying and situate at Mouza Haridevpur, J.L. No. 25, under Khatian No. 50, under L.R. Khatian No. 1275, Dag No. 634. And thereafter the owners herein for proper utilization of the above land amalgamated the two plots into a single plot through KMC and since then the property has been known and numbered as **KMC Premises No.155, Mahatma Gandhi Road, Kolkata 700 082, vide Assessee No.411220701558** within the K.M.C. Ward No.122, Police Station formerly Thakurpukur, now Haridevpur, District South 24 Parganas, which is more fully described in the **SCHEDULE - A** hereunder written and hereinafter referred to as the **"Said Premises"** and the owners herein enjoying the same by paying taxes regularly to the proper authority and using the said land free from all encumbrances.

AND WHEREAS the owners of the first part are desirous of developing the said premises by construction of new building for residential purpose, but due to insufficient of fund and lack of knowledge unable to do the same, and the owners herein while searching a developer for construction of a new Building by demolishing the existing structure, the other part herein being informed about the intention of the owners and have approached the owners to construct a new building and the owners being convinced with the said approach accepted the Developer's proposal and for that purpose the party of the first part entered into a Agreement for Development dated 29th day of June, 2016, which was registered

before the office of DSR – II and recorded therein Deed No. 6768 for the year 2016, with the Developer for the construction of multistoried Building at the said premises and thereafter the owners herein also executed a Power of Attorney, empowering the Developer, the said Power of Attorney registered before the office of DSR – II Alipore and recorded in Book No. I, Volume No. 1602-2016, Pages 197020 to 197040, Being No. 160206777, for the year 2016.

AND WHEREAS accordingly the developer herein obtained a sanctioned Building Plan from the Kolkata Municipal Corporation, vide Building Permit No. _____, dated _____ for the purpose of construction of a G + three storied building and started the construction of the building after demolishing the existing structures.

AND WHEREAS the developer herein out of its allocation declared to sell out a self contained flat, **being Flat No.** _____, on the _____ **Floor**, _____ **Side** of the building **measuring about _____ Square Feet Super Built up area** together with the undivided proportionate share of the land of the premises with all sanitary, electrical water connections, fittings and fixtures, along with the common areas and facilities available in the said building at **KMC Premises No.155, Mahatma Gandhi Road, Kolkata 700 082**, vide Assessee No.411220701558 within the K.M.C. Ward No.122, Police Station formerly Thakurpukur, now Haridevpur, District South 24 Parganas more fully described in the **SCHEDULE 'B'** below at a total consideration of **Rs. _____) only.**

AND WHEREAS the above named purchasers herein on coming to know the intention of the Developer, agreed to purchase the said self contained flat **being Flat No.** _____, on the _____ **Floor**, _____ **Side** of the building **measuring about _____ Square Feet Super Built up area** together with the undivided proportionate share

of the land of the premises with all sanitary, electrical water connections, fittings and fixtures, along with the common areas and facilities available in the said building at **KMC Premises No. 155, Mahatma Gandhi Road, Kolkata 700 082**, vide Assessee No.411220701558 within the K.M.C. Ward No.122, Police Station formerly Thakurpukur, now Haridevpur, District South 24 Parganas, at or for a total consideration of **Rs. _____ only** out of the allotted portion of the Developer and accordingly entered into an Agreement for Sale on _____ for the purpose of purchasing the aforesaid flat in question under certain terms and conditions mentioned therein.

AND WHEREAS on or before execution of this instrument the aforesaid purchasers i.e. the party of the second part herein paid the entire consideration money amounting to **Rs. _____ only** to the said developer i.e. the party of the third part herein time to time as per Memo of consideration hereunder written and accordingly the owners and the developers jointly execute and register this Deed of Conveyance conveying the right, title and interest of the **SCHEDULE 'B'** flat in favour of the purchasers herein and deliver possession thereof.

NOW THIS INDENTURE WITNESSETH that in pursuance of the said Agreements dated _____ and in consideration of the said sum of **Rs. _____ only** of the lawful money of the Union of India paid to the Developer/ of the third part herein by the purchaser, as per Memo of Consideration hereunder written well and to be paid in hand by the purchasers on or before the execution of these presents (the receipt whereof the developer i.e. the of the third part herein doth hereby as well as by the receipt as per Memo of Consideration hereunder written admit and acknowledge and of and from the same and every part thereof acquit, release and forever discharge the purchasers as also the said flat hereditaments, tenements and

premises and every part thereof) they the owners and the developer herein doth hereby absolutely and indefeasibly grant, convey, assure, assign sell and transfer, unto and to the use of the purchasers forever **ALL THAT** piece and parcel of a self contained flat, **being Flat No.** _____ on the _____ **Floor,** _____ **Side** of the building **measuring about** _____ **Square Feet Super Built up area** together with the undivided proportionate share of the land of the premises with all sanitary, electrical water connections, fittings and fixtures, along with the common areas and facilities available in the said building at **KMC Premises No.155, Mahatma Gandhi Road,** Kolkata 700 082, vide Assessee No.411220701558 within the K.M.C. Ward No.122, Police Station formerly Thakurpukur, now Haridevpur, District South 24 Parganas, more fully and particularly described in the **SCHEDULE 'B'** hereunder written, along with common areas and facilities available in the said building, more fully described in the **SCHEDULE 'C'** hereunder written, the said flat are delineated with the **RED** borders in the map or Plan annexed herewith or **HOWSOEVER** otherwise, the same now are or is at any time or time heretofore were or was situated butted and bounded called, known, numbered, described or distinguished in respect of the said flat/apartment and all fixtures, frames, fittings, erections, edifices, water, water sources, sewers, drains, fences, boundaries, ways, paths, passages, right, liberties and all manner of rights, privileges, easements, advantages, appurtenances, whatsoever to the said flat/apartment, hereditaments, tenements, belonging or in anywise appertaining or usually held or enjoyed therewith or reputed to belong or be appurtenant thereto and all the estate, right, title and interest use, trust, possession, properties, claim and demand both at law and in equity of the owners and the developer into and upon the said flat hereditaments and tenements and structure or any or every part thereof **AND ALL** rents, issues and profits thereof and also arrears of rents, if any, and all deeds, pattas,

muniments, writings and evidence of title which in anywise relate exclusive to the said flat hereditaments, tenements and premises and which are or hereafter shall or may be in the custody possession and control of the owners and the developer or any person or persons they can or may procure the same without suit or actions at law or in equity free from all liens, attachments and encumbrances **TO HAVE AND TO HOLD** the said flat hereditaments, tenements and structure hereby granted, conveyed, assured, assigned sold and transferred to express or intended so to be unto and to the use of the purchasers absolutely and forever and the vendors doth hereby for themselves and their respective heirs, executors, administrators, representatives and assigns that notwithstanding any act, deed or thing by the vendors made, done committed or knowingly suffered to the contrary, the vendors herein are now rightfully, lawfully and absolutely seized and possessed of or otherwise well and sufficiently entitled to the said flat hereditaments, tenements granted, conveyed and transferred unto and to the use of the purchasers absolutely and forever **AND THAT** notwithstanding any act, deed or things as aforesaid, the vendors and the developer now hath in themselves good right, full power, absolute authority to grant, convey and transfer the said flat hereditaments, tenements hereby granted, conveyed and transferred unto and to the use of the purchasers absolutely and forever and that the vendors and the developer hath not in any way have encumbered the said flat purported conveyed by this Deed of Sale **AND THAT** the purchasers shall and may at all times hereafter peaceably and quietly possess hold and enjoy the said flat hereditaments, tenements and fixtures, fittings thereon and every part thereof hereby conveyed and received and take all rents, issues and profits thereof and also arrears of rents, if any is hereby assigned and have right to mutate their names in place of the vendors in the office of the authority concerns and in the Assessment Registrar of the Corporation of Kolkata without lawful

eviction, interruption, claim or demand, whatsoever from or by the vendors or any person or persons lawfully or equitably claiming from under or in trust for them, the vendors and further that the vendors and all and every other person or persons having or lawfully or equitably claiming any estate or interest in the said flat hereditaments, tenements from under or in trust for them the vendors and the developer shall and will from time to time and at all times hereafter at the request and costs of the purchasers do and things all deeds, act and things whatsoever for further and more perfectly and satisfactorily assuring the said flat/apartment, hereditaments, tenements and every part thereof unto and to the use of the purchasers in the manner aforesaid as shall or may be reasonably required the vendor and the developer doth hereby declare that the said flat hereditaments, tenements are not the subject matter of any suit or proceedings pending in any Civil Court of Law save and except this forum and that the said flat hereditaments, tenements and premises are not subject to any attachment injunction or prohibitory order issued by any Court of law.

THE purchasers shall have the right to transfer, sublet or to sell the said flat hereby purchased covered by these presents in favour of any person or persons or any institution as they may desire.

THE purchasers shall have right to use in the manner disclosed hereinbefore the common areas and facilities of the said building more fully described in the **SCHEDULE 'C'** hereunder written and shall have right to use the proportionate share of undivided land underneath the said super built up area or building.

THE purchasers shall also pay proportionate charges for the common expenses more fully described in the **SCHEDULE 'D'** hereunder written.

THAT the vendors and the developer herein agree to execute and perfect all such further and/or other lawful and reasonable acts, deeds, matters and things whatsoever for further and more perfectly assuring the properties hereby sold to the purchasers by these presents at the cost and expenses of the purchasers herein **FURTHER THAT** the vendors or developer shall have no responsibilities and liabilities in respect of the maintenance of any portion of the said building in future after handing over the said building to the respective flat owners as well as the **SCHEDULE 'B'** flat to the Purchasers. The Association shall be a body comprising of purchasers, the co-owners of the other flats and other spaces of the said building **AND THAT** The Purchasers hereby undertakes that the purchasers in future shall not raise any objection or question in regard to the construction work and mode of user and enjoyment of the building like flats, car parking space and other spaces of the building in any manner whatsoever.

THE vendor herein shall and will at all times hereinafter indemnify and keep indemnified and keep harmless the purchasers against all defects in title of the said property against all claims and demands whatsoever in respect of the said property hereby sold and conveyed and make good to the purchasers from all the losses, damages and costs and expenses whatsoever.

THE purchasers shall a form an association for the maintenance of the said building in future, the said Association shall be a body comprising of purchasers herein, the owners of the other flats and other spaces of the said building.

THE Purchasers shall at his costs and expenses shall fix up separate meter or meters in the said premises for water, electricity, power or gas consumed or to be consumed in the premises.

THE Purchasers and the Co-owners in the premises and/or their servants and agents shall not in any way obstruct or cause to be obstructed the common passage, driveways, landings, areas, demarcated portion of the terrace of staircase of the said property nor store therein any rubbish or other materials, goods or furniture nor shall do or cause to be done or allow any act, deed, matter and things whereby the use and enjoyment of the common parts, common amenities and the common conveniences of the said property be in any way pre-judicially affected or vitiated.

THE Purchasers shall not allow any occupier of the said Flat to demolish or remove or cause to be removed any structure, roof, ceiling, walls, doors and windows in or about the said property provided that nothing contained herein shall prevent the Purchasers or the Occupier to decorate the said flat and/or repair and/or replace any fixture and fittings, doors and windows and to effect such other repairs which may be necessary for the use and occupancy of the said premises.

THE purchasers shall have every right to sale, gift, mortgage, give tenancy or license in respect of his purchased property as they think fit and proper.

THAT the purchasers shall have every right to repair the said flat and ceiling of the **SCHEDULE 'B'** along with common walls in future if necessary at all, without damaging the main support of the building, like column, beam etc.

THE SCHEDULE 'A' ABOVE REFERRED TO
(Entire land)

ALL THAT piece and parcel of land measuring 04 Cottah 08 Chittaks be the same a little more or less, together with proposed multi storied building standing thereon, lying and situate at Mouza Haridevpur, J.L. No. 25, under Khatian No. 50, under L.R. Khatian No. 1275, Dag No. 634, now within the limits of the Kolkata Municipal Corporation being **KMC Premises No.155, Mahatma Gandhi Road, Kolkata 700 082, vide Assessee No.411220701558** within the K.M.C. Ward No.122, Police Station formerly Thakurpukur, now Haridevpur, District South 24 Parganas, the said property is butted and bounded as follows:-

ON THE NORTH : 6 feet KMC Road.
ON THE SOUTH : Chaitali Mujamders.
ON THE EAST : 17 feet wide KMC Road.
ON THE WEST : Sandip Jana.

THE SCHEDULE 'B' ABOVE REFERRED TO

(Description of the flat hereby sold)

ALL THAT a self contained residential flat, being No. _____, on the _____ Floor, _____ Side of the building, measuring about _____ Square Feet Super Built up area consisting of two bed rooms, one dining cum kitchen, one toilet and one balcony proportionate share of the land of the premises with all sanitary, electrical water connections, fittings and fixtures, along with the common areas and facilities available in the said building at **KMC Premises No.155, Mahatma Gandhi Road, Kolkata 700 082, vide Assessee No.411220701558** within the K.M.C. Ward No.122, Police

Station formerly Thakurpukur, now Haridevpur, District South 24 Parganas delineated with the Borders **RED** in the Map or Plan Annexed herewith.

THE SCHEDULE 'C' ABOVE REFERRED TO

(The common areas, utilities, amenities and facilities)

1. R.C.C. Column, beams, garter, foundation etc.
2. Main entrance and exit towards the covered space room,
3. Boundary wall,
4. Water pump, sewerage connection etc.
5. Main electric connection and all electronic lines with lighting points in connection areas;
6. Electric meter room/space,
7. Lift, lift well and lift equipment
8. Leaving space surrounding the building
9. Underground and overhead reservoir.
10. Common toilet on the ground floor.

THE SCHEDULE 'D' ABOVE REFERRED TO

(Common expenses)

1. All costs and expenses of administration, repairing, maintenance, operating, replacing, white washing, painting, rebuilding, decorating, redecorating and light the common areas and also the outer walls of the building.

2. The salaries of all persons employed if any for the above purpose.
3. Insurance premium for insuring the building against earthquake, fire lights, mob, damage and civil commotion.
4. All charges and deposits for suppliers of common utilities.
5. Municipal taxes and other outgoing save those separately assessed on the respective unit.
6. Maintenance of the Lift and Lift accessories.
7. Costs and charges of establishment for maintenance of the building and for which a word staff.
8. The office expenses incurred for maintaining the office for common purpose.
9. All other expenses and outgoings as are deemed by the co-purchasers and/or Association to be necessary or incidental for the regulation interest and rights of the purchasers.
10. All expenses referred to above shall be borne by the purchasers from the date of taking possession and occupation of their unit.

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

SIGNED, SEALED & DELIVERED

IN THE PRESENCE OF :-

1.

2.

SIGNATURES OF THE OWNERS

SIGNATURE OF THE PURCHASERS

Drafted by me :-

(Rajesh Dutta)
Advocate
Enrolment No. WB/1074/1999
Alipore Judges' Court,
Kolkata 700027

typed by me :-

SIGNATURES OF THE DEVELOPER

Alipore Judges' Court,
Kolkata 700 027.

