

DEED OF CONVEYANCE

THIS DEED OF CONVEYANCE is made on this day of , Two
Thousand.....

B E T W E E N

(1) SRI DEBASIS GHOSH son of Late Nityananda Ghosh, by faith : Hindu, by occupation : Landlord, residing at 67R, S.P. Mukherjee Road, Police Station Tollygunge, Kolkata 700026

(2) SRI PARTHA GHOSH, son of Late Mahadeb Ghosh, by faith : Hindu, by nationality : Indian, by occupation : Landlord, residing at 24A, Asutosh Mukherjee Road, Police Station : Bhowanipore. Kolkata : 700020 for selves and as attorney of (3) SRI ASISH DAS son of Late son of Late Ambarnath Das (4) SRI TUSHAR NATH DAS) son of Late Madhusudhan Das (5) SMT. SIKHA DAS wife of Late Amarnath Das (6) SRI ABHIJIT DAS son of Late Amarnath Das. 3 to 6 all are by faith Hindu by occupation Land Lord and all are residing at 36A, Beninandan Street, Police Station- Kalighat, P.O.-Bhowanipore, herein after called and referred to as “the VENDORS” (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include each of their respective heirs, executors, administrators, legal representatives and assigns) of the FIRST PART.

AND

M/S D.P.ASSOCIATES (PAN-_____) a Partnership Firm, having its registered Office at 95A, Naresh Mitra Sarani , Police Station-Bhowanipore, P.O.- Bhowanipore, Kolkata-700025 represented by its Partners namely (1) SRI DEBASIS

For D.P. ASSOCIATES
Debasis Ghosh 12/11/15 Sd/-
Partner

GHOSH(PAN-_____), son of Late Nityananda Ghosh, by faith : Hindu, by occupation : Landlord, residing at 67R, S.P. Mukherjee Road, Police Station Tollygunge, Kolkata 700026 (2) **SRI PARTHA GHOSH(PAN-_____)**, son of Late Mahadeb Ghosh, by faith : Hindu, by nationality : Indian, by occupation : Landlord, residing at 24A, Asutosh Mukherjee Road, Police Station : Bhowanipore. Kolkata : 700020 herein after jointly 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 successors in office and assigns) of the **SECOND PART;**

AND

SRI _____ (PAN-_____) son of by faith..... by nationality Indian by occupation..... residing at....., 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 each of his heirs. executors. administrators, legal representatives and assigns) of the **THIRD PART.**

WHEREAS:

- A. Smt. Nirmala Bala Dasi. wife of Kali Charan Das, Sri Bibhuti Bhusan Das and Sri Madhusudan Das both sons of Kali Charan Das of 14A, Nandan Road. Kolkata became the joint owners of land measuring about 6 (Six) Cotthas and 24 (Twenty-Four) Square Feet more or less in Mouza : Kansari Para. formerly Touji No. 1298 at present 2833. Dihi Panchannagram. Division-6, Sub-Division-C. Holding No. 337 and 338, within the local limits of the Kolkata Municipal Corporation being No.36A, Beni Nandan Street, Police Station : Bhowanipore at present Kalighat, Kolkata by way of purchase from the then

rightful owners namely Khagendra Nath Das and others vide one Deed of Conveyance dated 05.01 1943 duly registered in the office of the District Sub Registrar. Recorded in Book No.1, Volume No.5, Pages 93 to 98. Being No.30. for the year 1943.

- B. While in possession of the said property said Madhusudan Das died intestate in the year 1969 leaving behind him his wife Angurbala Dasi and three sons namely Amar Nath Das. Ambarnath Das and Tushar Nath Das and mother Nirmala Bala Dasi as his only heirs who jointly inherited $1/3^{\text{rd}}$ (One-Third) share of the said deceased.
- C. Said Nirmala Bala Dasi. Bibhuti Bhusan Das and said heirs of said Madhusudhan Das jointly sold and transferred some portion of land out of their said total land to one Ilaradhan Nanda and were in possession of the remaining land measuring about 4 (Four) Cottahs 6 (Six) Chittaks and 18 (Eighteen) Square Feet by mutating their names in the office of the Kolkata Municipal Corporation as it is now known being Assessee No.11-071-04-0048-9. Subsequently said Nirmala Bala Dasi also expired in the year 1980. Accordingly said Angurbala. Ambar Nath, Amar Nath and Tushar Nath Das jointly became the Owner of half share and said Bibhuti Bhusan Das became the Owner of remaining half share of the said remaining land.

- D. Said Ambar Nath Das died intestate on 08/08/2010 leaving behind him his wife Sunanada Das, one son Asish Das and one daughter Tanushree Singh as his only heirs who jointly inherited the undivided share of the said deceased in equal share.
- E. By one Deed of Gift dated 13/04/2011 said Sunanda Das and Asish Das jointly transferred 240 Square Feet out of their share in the said property to said Tanusree Singh by N. ay of Gift absolutely and forever. Said Deed of Gift was registered in the office of the D.S.R. - 1. Alipore and recorded in Book No.I. Volume No.5. Pages 2666 to 2681, Being No. 1040, for the year 2011. By another Deed of Gift said Sunanda Das again transferred her reaming 45 Square Feet land with structure to her son Asish Das which was duly registered in the office of the A.D.S.R. Alipore being recorded in Book No.1, Volume No.33. Pages 1132 to 1142. Being No.7400. for the year 2012.
- F. By one Deed of Settlement or Trust dated 15/06/1992 said Bibhuti Bhusan Das transferred his share ultimately to said Asish Das, son of Ambar Nath Das and Abhijit Das. son of Amar Nath Das to be held and possessed after the death of said Bihhuti Bhusan Das and Ambar Nath Das. Said Deed was registered in the office of the A.D.S.R.. Alipore and recorded in Book No.l. Volume No.80, Pages 41 to 50. Being No.2727, for the year 1992.
- G. After the demise of said Bibhuti Bhusan Das and said Ambar Nath Das said Asish Das and Abhijit Das became the owner of share of said Bibhuti Bhusan Das in the

said property i.e. 2(mo) cottahs 5 (five) chittak 25 (twenty five) sq. ft. (equally) as per terms of the said Deed of Trust.

- H. Said Amar Nath Das died intestate on 15/04/2003 leaving behind him his wife Sikha Das and one son Sri Abhijit Das as his heirs who jointly inherited 1/8th (One-Eighth) share of the said deceased in the property mentioned above.
- I. We Sri Debasis Ghosh and Partha Ghosh purchased 8 Chittak land from Smt. Tanjsree Sing wife of Viresh Singh and daughter of Amber Nath Das by a deed of conveyance dated 14.12.2013 in the office of the Addl. District Sub-Registrar being no. 09886 for the year 2013.
- J. Accordingly Asish Das the Owner No.3 has got 1 (One) Cottah 4 (Four) Chittaks 33 (Thirty-Three) Square Feet more or less and Tushar Nath Das Owner No.4 has got 10(ten) Chittaks 43 (forty three) square feet more or less. Said Sikha Das Owner No.5 has got 05 (Five) Chittaks and 21 (Twenty-One) Square Feet and said Abhijit Das the Owner No. 6 has got 1 (One) Cottah 9 (Nine) Chittaks and 11 (Eleven) Square Feet more or less at the said premises and Debasis Ghosh and Partha Ghosh the owner 1 and 2 by one deed of conveyance dated 17.12,2013 purchased land measuring about 8 (eight) chittaks mare or less from said Tanusree Singh for consideration said deed was registered in the office of A.D.S.R. Alipore and recorded in Book No. 1. Volume No. 39, Pages 2828 to 2844 Being No. 09886 for the year 2013.

- K. With an intention to develop the said land by raising multistoried Building thereon the Owners herein have approached the Second Party/Developer herein to do the said work and the Developer herein has agreed to develop the said land for their mutual benefit and they entered into an agreement for Development on 23.4.2013 on certain terms and conditions mentioned therein. Said agreement was registered in the office of A.D.S.R. Alipore being no. 3296 of 2013.

- L. On the basis of the said agreement the Developer/Confirming Party has started construction of the said multi storied building on the said land as per the plan sanctioned by the K.M.C. vide No. 2017090080 dated 05.1.2018 and declared for sale of the flats/covered spaces and other spaces therein together with undivided proportionate share in the land at the said premises.

- M. On the basis of such declaration the Purchaser has agreed to Purchase one flat thereat and the parties hereto enter into this agreement on the following terms.

- N. The Purchasers shall jointly purchase one self contained flat and the Developer for self and on behalf on the owners shall sell all that one self contained flat in the

Ground floor of the said new building from Developers' allocation as morefully described in Schedule "B" below at or for the consideration to be calculated @ Rs. per square feet as per actual super built up area.

- O. The Developer has already delivered photo copies of deeds and documents relating to good and marketable title of the property and copy of sanctioned plan to the Purchasers for their verification.
- P. The Purchasers herein after going through all the documents relating to the good and marketable title of the owners and the plan sanctioned by K.M.C. and authority of the Developer and being satisfied of the same, have agreed to purchase one self contained flat on Ground floor having an area of Square feet super built up area a little more or less @ Rs. per square feet super built up area with undivided proportionate share of land at the said premises No. 36A, Beninandan Street, P.S.- Kalighat, Kolkata 700 025, from developers allocation.

- Q. The Vendors entered into an Agreement with the Developer herein on
For development of the said property as per the said sanctioned Plan on certain terms and conditions mentioned therein.
- R. On the basis of the said Agreement, the Developer has constructed said Ground plus two storeyed Building on the said land as per said sanctioned Plan and declared for sale of the Flats and spaces therein together with undivided proportionate share in the land at the said premises.
- S. The Purchaser herein after going through all the documents relating to the good and marketable title of the Vendors, the sanctioned Plan and authority of the Developer and being satisfied about the same, have agreed to purchase one self contained Flat being No. , on theside of the Ground Floor measuring super built up area Square Feet of ground plus two storied building lying and situated and being Premises no. 36A, Beninandan Street, Police Station-Kalighat, Kolkata-700025, at or for the total consideration of Rs..... only free from all encumbrances from the Developer's allocation and entered into an Agreement with the Vendor and the Developer on And paid the earnest money and entire consideration.

T. NOW THIS INDENTURE WITNESSETH that in pursuance of the said Agreement and in consideration of **Rs...../- only** truly paid by the Purchaser to the Developer on or before the execution of this presents, the receipt whereof the Vendors hereby admit and acknowledge through the Developer as per Memo of Consideration hereunder written, the Vendors and the Developer hereby sell, transfer, convey, assign and assure to and unto the Purchaser herein ALL THAT one self contained Flat being No..... on the side of the Ground Floor measuring super built up area..... Square Feet of ground plus two storied Building from the Developer's allocation together with undivided proportionate share in the land and right to use the common areas and facilities Premises No. 36A, Beninandan Street, Police Station-Kalighat, Kolkata-700025, morefully described in the **SCHEDULE : "B"** below and hereinafter referred to as " the SAID FLAT TO BE HELD ENJOYED AND POSSESSED by them along with his heirs and successors with all rights to sell, transfer, assign and/or mortgage in any manner whatsoever as per his Own choice and discretion together with right to use the passage, staircase therein for egress and ingress and with all common rights to the floors, partition, walls, ceiling and fixture therein and benefits advantages of ancient and other rights, easements, privileges, appendages and appurtenances whatsoever to the said Flat of the said Building or any part thereof belonging or in anywise appertaining or usually held, used, occupied, enjoyed therewith or reputed to belong or to be appurtenant thereto and all these estate, right, title and interest, claim and demand whatsoever of the Vendors into or upon the said

Flat or any part thereof together with all deeds, pattas and muniments of title whatsoever in anywise relating to or concerning the said flat along with proportionate share in the land in the said premises or any part thereof which now are or hereinafter shall or may be in the possession, power, control and custody of the Vendors-or of any other person or persons from whom they may procure the same without any action or suit **TO HAVE AND TO HOLD** the said Flat together with undivided proportionate share in the land along with right to use in common the areas and facilities, morefully described in **SCCHEDULE** - "C" below hereby granted or expressed so to be unto and to the use of the Purchaser absolutely and forever.

THE VENDORS & THE DEVELOPER DO HEREBY COVENANT WITH THE PURCHASER as follows :

A. That notwithstanding any act, deed or thing or things by the Vendors done executed or knowingly suffered to the contrary the Vendors are now lawfully, rightfully and sufficiently entitled to the said Flat with proportionate share in the land hereby granted or expressed so to be unto the Purchaser and having such right and power the Vendors by executing these present transfer all that said Flat together with undivided proportionate share in the land in favour of the Purchaser herein to be enjoyed and possessed by the Purchaser exclusively and absolutely with all right to sell, transfer and mortgage the same in any manner whatsoever as per his own choice and discretion.

B. That the Purchaser after getting the possession shall and may at all times hereafter peaceably and quietly possess and enjoy the said Flat as described in **SCHEDULE - "B"** below and receive the rent, issues and profits thereof without any lawful eviction, interruptions, claim and/or demand whatsoever from or by the Vendor or any person or persons lawfully or equitably claiming from under or in trust for them.

C. That the Vendors freely and clearly and absolutely discharged, saved harmless and keep the Purchaser indemnified against all claims, demands, estate or encumbrances created by the Vendors or any person or persons lawfully or equitably claiming any interest under them.

D. That the Flat hereby conveyed are not subject to any attachment, mortgage or hypothecation and there is no arrear of rent nor the same has been acquisitioned or requisitioned by the Government or any Public undertaking and there are no co-shares in respect of the said Flat.

E. That having good right and full power and authority the Vendors have transferred the Flat as described in the **SCHEDULE -"B"** below to the Purchaser free from all encumbrances.

F. That the Purchaser shall have right to mutata his name in the office of the Kolkata Municipal Corporation.

G. That the Purchaser after getting the possession, shall have right to enjoy the common areas and facilities described in **SCHEDULE "C"** below along with the other

Co-Owners of the Flats in the said Building subject to certain rights and obligations mentioned in **SCHEDULE - "D"** below.

H. The Developer shall have right to construct addition one or two floors over the existing building if permitted by the Kolkata Municipal Corporation to which the Purchaser shall have no right to raise any objection thereto but in that event the Purchaser shall have common right at the half share of the ultimate upon roof of the said building on the front portion.

I. The Purchasers herein remain liable to pay the G.S.T. leaves, taxes or service taxes on the market value of the property hereby sold if ever be imposed by the Authority concern. The Owners and the Developer shall have no liability in this respect.

SCHEDULE "A" ABOVE REFERRED TO

(Description of the Entire Property)

ALL THAT piece and parcel of residential land measuring about 4 (Four) Cottahs 6 (Six) Chittacks 18 (Eighteen) Square feet more or less together with one Ground plus two storeyed Building thereon, lying and situated within the local limits of the Kolkata Municipal Corporation, under ward no....., being Premises No. 36A, Beninandan Street, Police Station- Kalighat, Kolkata-700025, being Assessee No..... and the same is butted & bounded by :-

ON THE NORTH : 36H, Beninandan Street, Kolkata-700025;

ON THE SOUTH : 27A, Kansaripara Road, Kolkata-700025;

ON THE EAST : 37A, Beninandan Street, Kolkata-700025;

ON THE WEST : 10' Common Passage;

SCHEDULE "B" ABOVE REFERRED TO
(Description of the Property Hereby Conveyed)

ALL THAT one self contained Flat being no..... on the Portion of the Floor measuring super built up area of Sq. Ft. be the same a little more or less comprising of two Rooms, one Kitchen, One toilet and of the ground plus two storeyed building together with undivided impartible proportionate share in the land appertaining thereto of the building lying and situated at and being premises no. 36A, Beninandan Street, Police Station- Kalighat, Kolkata-700025, together with right of user of the common areas and facilities in common with other Co-Owner of the said property.

SCHEDULE - "C" ABOVE REFERRED TO
(DESCRIPTION OF THE COMMON AREAS & FACILITIES)

1. The land underneath the said Building and statutory open spaces and drive ways in the said premises.
2. Boundary walls, main gate, together with grills, fences, lights and other fittings affixed thereto
3. Stairs, stair cases, landings, lobbies, railings, grills and lights and lift and other fittings affixed in the said Building.

4. Passages from the main road up to the Flat hereby conveyed through the main gate and stair case with rights to bring separate electric, water and gas connection through the said passage.
 5. The spaces provided for electric meter on the front wall of stair case, motor pump including the pump set will be provided under the stair case.
 6. Main water supply lines underground and overhead water reservoirs, drains, sewerage and all plumbing and electrical fittings.
 7. Outer walls, **marble /Spartex floor** and ceilings, passages, stairs and stair landing from the Flat hereby conveyed.
5. Half portion of the ultimate roof of the said Building.

SCHEDULE - "D" ABOVE REFERRED TO
(Description Of The Right & Obligations)

OBLIGATIONS :-

1. That the Purchaser shall pay the proportionate Municipal Tax as it will be separately assessed by the Kolkata Municipal Corporation in the name of the Purchaser.
2. That the Purchaser shall have no right to claim partition of the land in the said premises.
3. That the Purchaser shall not cause any damage to the common walls or floor of the said Building.

4. That the Purchaser shall not make any addition or alteration of the main structure of the said Building.
5. That the Purchaser shall in proportion to his Flat contribute and/or bear the cost towards maintenance of the common areas and facilities provided for the said Building to the Association of Owners in the said building.
6. The Purchaser shall remain liable to pay the goods & service taxes or other charges as may be imposed by the authority from time to time.
7. The Developer shall have right to construct addition one or two floors over the existing Building if permitted by the Kolkata Municipal Corporation to which the Purchaser shall have no right to raise any objection thereto but in that event the Purchaser shall have common right at the half share of the ultimate open roof of the said Building on the front portion.
8. The Purchaser herein remain liable to pay the goods & service taxes on the market value of the property hereby sold if ever be imposed by the Authority concern. The Vendors and the Developer shall have no liability in this respect.

RIGHTS :-

1. The Purchaser shall have full right and authority to mutata" his name and cause separate assessment in respect of the Flat hereby conveyed in the Office of the Kolkata Municipal Corporation.

2. That the Purchaser shall get the electricity from the meter in his name which should be installed in the Meter room of the said Building & the cost meter will be borne by the Purchaser.

3. That the Purchaser shall have full right and authority to possess and enjoy the said Flat and Open Car Parking Space with entrance gate of the premises along with his successors and legal representatives in any manner whatsoever with all rights to sell, transfer, mortgage or gift away the said Flat and Open Car Parking Space as per his own choice and discretion but the subsequent transferee shall remain bound by the terms of this Deed.

4. That the Purchaser shall get supply of water from Kolkata Municipal Corporation but the Vendor shall not be liable, if the supply is stopped interrupted by the Authority.

5. That the Purchaser may fix T.V. antenna on the demarcated portion of the roof and use the said portion in common with the other Flat owners.

6. That the Purchaser shall have right to enter any other Flat of the Building for the purpose of effecting repair or service pipelines and portion of his Flat as may be reasonably required and also shall allow the other Flat Owners for the same purpose subject to prior notice to that effect in both the cases.

IN WITNESSES WHEREOF the Parties hereto have hereunto set and subscribed their respective hands, on the day, month and year first above written.

SIGNED, SEALED & DELIVERED

by the Parties at Kolkata in the presence of : -

WITNESS : -

1.

SIGNATURE OF THE VENDORS

2.

SIGNATURE OF THE PURCHASER

SIGNATURE OF THE DEVELOPER

For D.P. ASSOCIATES
Debaraj Ghosh For 12/5/2014

Partner