

## DEED OF CONVEYANCE

**THIS DEED OF CONVEYANCE** is made on this the .....day of .....

### BETWEEN

**RAMCHANDANI PRIVATE LIMITED (PAN AABCR2811E)** , a Company incorporated under the provisions of the Companies Act, 1956 having its registered office at 13, Brabourne Road, Post Office : GPO, Police Station : Hare Street Kolkata 700001 represented by its Director **Mr. Rishad Ramchandani(PAN APDPR2364A)** son of Mr. Harish P Ramchandani residing at 5B, Heysham Road, Kolkata – 700020 Post Office Elgin Road, Police Station : Bhowanipore, hereinafter referred to as the **OWNER/VENDOR** ( which expression shall unless excluded by or repugnant to the subject or context shall be deemed to mean and include its successors, successors-in-interest and assigns) of the **FIRST PART;**

### AND

**MASTER PROPERTIES PRIVATE LIMITED (AADCM5973C)**, a Company duly registered and incorporated under the meanings and provisions of the Companies Act, 1956 having its registered office at the premises no. 5B Heysham Road, Post Office : Elgin Road, Police Station : BhowaniporeKolkata 700020 represented by its Director Mr. **Harish P Ramchandani (PAN ADFPR4739R)**son of Lt. Prito Dingomal Ramchandani residing at 5B, Heysham Road, Post Office Elgin Road, Police Station : Bhowanipore. Kolkata- 700 020 hereinafter referred to as the **DEVELOPER** ( which expression shall unless excluded by or repugnant to the subject or context shall be deemed to mean and include its successors, successors-in-interest and assigns) of the **SECOND PART;**

### AND

....., son of ....., by faith- Hindu, by occupation-....., by nationality-....., residing at ....., hereinafter referred to as the **PURCHASER** (which expression shall unless excluded by or repugnant to the subject or context shall be deemed to mean and his heirs, legal representatives, executors, successors and assigns) of the **THIRD PART;**

### **WHEREAS:-**

- A)** By a Deed of Conveyance dated 12.12.1972 executed between Probhat Kumar Paul and Sibananda Prasad Shah described therein as Joint Receivers of one part and Eastern National Engineering Works Limited (Liquidation) described therein as "The Company" of the Second Part and S. B. Foundry Ltd. Therein described as "The Purchaser" and for the consideration mentioned therein, the said Joint Receivers in terms of the order of the Hon'ble High Court at Calcutta dated 01.08.1972 sold, transferred and conveyed all the properties morefully described in the Schedule therein part –I, part-II and part – III unto and in favour of S. B. Foundry Ltd.
- B)** By Deed of Mortgage dated 12.12.1972 the said S. B. Foundry Ltd. mortgaged the said properties unto and in favour of West Bengal Financial Corporation

- C)** The said Company defaulted in payment of the loan amount the said corporation instituted Suit being Matter No. 626 of 1977 before the Hon'ble High Court at Calcutta for enforcement of the said mortgage deed under the State Financial Corporation Act, 1951
- D)** Various orders passed by the Hon'ble High Court time to time and on or about 25.06.1987 a Terms of Settlement was filed by both parties before the Hon'ble Court recording the terms and conditions of sale of the Madhyamgram Unit in favour of Ramchandani Pvt. Ltd. Who was added as one of the respondents in the said proceedings and agreed to purchase the said Madhyamgram Unit together with the building and structure erected thereon for valuable consideration mentioned therein.
- E)** By an order dated 14.09.1993, Mr. Dipak Das being the Receiver of the said Suit properties directed by the Hon'ble High Court, Calcutta to sign and execute the conveyance.
- F)** Pursuant to the said order by a Sale Deed dated 12.10.1993 the said Dipak Deb as Receiver of the said Suit sold, transferred and conveyed all that factory land admeasuring 8 acres uno and in favour of M/s. Ramchandani Pvt. Ltd which was duly registered with the office of the Registrar of Assurances at Calcutta and recorded in Book no I, Volume no. 357, pages – 190 to 203, Being no. 14915 for the year 1993.
- G)** One BholanathMondal was the owner of all that piece and parcel of land admeasuring 27 satak equivalent to 16 Cottah lying and situated to MouzaDoharia, J. L. no. 45, R.S. no 132, Old Khatian no 205, present Khatian no. 988, Touzi no. 196, Dag no. 1362, Police Station Barasat, District 24 Parganas (North) by way of a Sale Deed dated 26.01.1971 which was duly registered with the office of the Sub-Registrar at Barasat and recorded in Book no. I, Volume no. 74, Pages 290 to 291, Being no. 2467 for the year 1971.
- H)** By a Sale Deed dated 30.03.1992 the said BholanathMondal sold, transferred and conveyed the said land unto and in favour of M/s Ramchandani Pvt. Ltd duly registered with the office of the Registrar of Assurances at Calcutta and recorded in Book no. I, Volume no. 170, Being no. 382 to 390, Being no. 6458 for the year 1992.
- I)** In the manner aforesaid the M/s. Ramchandani Pvt. Ltd became the owner of all that piece and parcel of land total measuring an area of 8 acre 27 satak equivalent to 25 Bighas, 0 Cottah, 5, Chittacks and 15 Sq. Ft.
- J)** The said M/s Ramchandani Pvt. Ltd sold out some portion of land measuring an area of 1 Bigha, 19 Cottahs, 14 Chittacks and 40 Sq. Ft. to intending purchaser thereof by way of various registered Deeds and thus the said M/s Ramchandani Pvt. Ltd became the owner of remaining portion of land admeasuring 22 Bighas,15 Cottahs, 05 Chittacks and 05 Sq. Ft.
- K)** The **OWNERS** herein above are jointly the Owners of and possessed of or otherwise well and sufficiently entitled to ALL THAT piece and parcel of land measuring an area of 22 Bighas, 15 Cottahs, 05 Chittacks and 05 Square Feet lying and situated at Mouza, Doharia, J.L. No. 45, Touzi no. 146, Old Khatian nos. 238 and 205, presently 988, 979, 208&310 Dag nos. 1356, 1357, 1358, 1359, 1360,1362,1363, 1364, 1365, 1363/1662, 1363/1663, 1374, 1375, 1384, 1385, 1386, 1387, 1388, 1389, 1390&1361 being Holding No. 19, Mujibar Rahaman

Road, Police Station Madhyamgram, District 24 Parganas (North) under Ward No. 15 (old), 9 (New) within the limits of Madhyamgram Municipality. (More fully and particularly mentioned, described, explained, enumerated, provided and given in the **FIRST SCHEDULE** hereunder written and/or given and hereinafter referred to as the **ENTIRE PREMISES**).

- L)** The **OWNERS** herein have appointed the **DEVELOPER** to develop project buildings to comprises of various Flats/Units/Apartments constructed spaces and car parking spaces etc. capable of being held and/or enjoyed independently of each other BEING AGREEMENT DATED .....
- M)** The **DEVELOPER** has caused a map or plan, sanctioned by the Madhyamgram Municipality being No: 655/MM/2016-2017 Dt: 24.08.2016. (hereinafter referred to as "The said plan" ) whereby the DEVELOPER has become entitled to construct erect and complete Buildings Blocks and/or buildings each block and/or buildings to comprise of various Flats/Units/Apartments constructed spaces and car parking spaces and car parking spaces etc. capable.
- N)** In pursuance to the plan sanctioned by the authorities concerned the **DEVELOPER** has commenced the work of construction of the Building Blocks and/or buildings each block and/or buildings to comprise of various Flats/Units/Apartments/Constructed spaces and car parking spaces etc.
- O)** The Purchaser/s herein being desirous of acquiring a **FLAT AND/OR UNIT** on ownership basis has approached the **DEVELOPER** to sell and transfer a FLAT AND/OR UNIT in the said residential area **DEVELOPER** herein has agreed to sell and transfer and the Purchaser/s has /have agreed to purchase and acquire **ALL THAT the FLAT AND/OR UNIT** no.....,On the ..... **Floor** of the building being **Block as per Brochure – ..... and as per Sanction Plan -.....**containing by estimation an area of ..... Square Feet (Super built-up) be the same a little more or less **AND TOGETHER WITH** the undivided proportions share or interest in the land directly underneath and forming part of the said Block/ Building **AND TOGETHER WITH** the proportionate share in all common parts portions areas and facilities to comprise in the said Residential Area (more fully and particularly mentioned and described in the **THIRD SCHEDULE** hereunder written and hereinafter referred to as the said **FLAT AND/OR UNIT**) for the consideration of **Rs. .... (Rupees .....)** only and the parties entered into an agreement for sale dated ..... **registered before the Additional Registrar of Assurances-IV, Kolkata and recorded in Book No....., Volume No....., Pages from ..... to ....., Being NO..... for the year .....**
- P)** The said Flat is now since completed and the Purchaser has duly satisfied itself as to the title of the Owner/Developer, constructions, measurements, materials used, workmanship, the scheme of the Project and inspected the sanctioned plan and upon such satisfaction has now proceeded to have the Deed of Conveyance executed in its favour.
- Q)** The Purchasers have gone through and agrees to abide by all such covenants as agreed by all the other Flat Owners in the standard Agreement for Sale to the extent such covenants shall remain applicable now and in the future.
- R)** The Owner/ Developer herein have specifically represented to the Purchase that the said flat is free of encumbrances, charges, liens, lispensens, demands, claims, hindrances, attachments, debts, dues, acquisitions and requisitions whatsoever and

further without any interference, disturbance and obstruction whatever from any person whomsoever and corner and manner and that the Owner/ Developer has full right, title and interest in the Said Flat and has full right and authority to assign, convey transfer all its right, title and interest therein and the Owner/ Developer herein further declare that the clear title to the Said Flat and its appurtenances belongs to the Owner/ Developer herein absolutely and that no other person or persons have any right, title or interest whatsoever therein by way of sale, gift, exchange, inheritance, lease, lien or otherwise in the said flat and that notwithstanding anything herein contained, any act, deed, matter or thing of whatsoever nature done by the Owner/ Developer herein or any person or persons lawfully or equitably claiming by from through or in trust for them, the Owner/ Developer herein has itself full right, power and absolute authority to sell or transfer to the Purchasers herein the said flat and his right, title and interest in the said property and that the Owner/ Developer herein have not done or committed or omitted to do any act, deed, matter or thing whereby the ownership, possession and/or occupation of the Said Flat by the Purchasers herein may be rendered illegal and/or unauthorized for any reason or on any account.

**NOW THIS DEED OF CONVEYANCE WITNESSETH THAT** in consideration of the said sum of **Rs. ....../- (Rupees .....)** only paid by the Purchasers herein or before the execution of these presents as per the Memo of Consideration hereunder written the receipt whereof the Owner/ Developer doth hereby admits and acknowledges and the Owner/ Developer doth hereby acquit, release and forever discharge the Purchasers from the payment of the same and every part thereof as well as the **ALL THAT the FLAT AND/OR UNIT** no.....,.....,On the ..... **Floor** of the building being **Block as per Brochure – .... and as per Sanction Plan - .....**containing by estimation an area of ..... Square Feet (Super built-up) be the same a little more or less **AND TOGETHER WITH** the undivided proportions share or interest in the land directly underneath and forming part of the said Block/ Building **AND TOGETHER WITH** the proportionate share in all common parts portions areas and facilities to comprise in the said Residential Area and the Owner/ Developer doth hereby grant, convey, sell, assign and assure to and unto and in favour of the Purchasers **ALL THAT the FLAT AND/OR UNIT** no.....,.....,On the ..... **Floor** of the building being **Block as per Brochure – ..... and as per Sanction Plan - .....**containing by estimation an area of ..... Square Feet (Super built-up) be the same a little more or less **AND TOGETHER WITH** the undivided proportions share or interest in the land directly underneath and forming part of the said Block/ Building **AND TOGETHER WITH** the proportionate share in all common parts portions areas and facilities to comprise in the said Residential Area hereinafter collectively referred to as the **SAID FLAT** with the common rights OR HOWSOEVER OTHERWISE in the Said Flat with common rights now are or is or at any time heretofore were or was situated, butted, bounded, called, known, numbered, described or distinguished together with all and other rights, liberties, easements, privileges, profits, advantages and appurtenances whatsoever thereto belonging or in anywise appertaining to or with the same or any part thereof now or is or at any time heretofore were held, used, occupied or enjoyed therewith or reputed to belong or deemed to be taken as part parcel and member thereof or appurtenant thereto and the reversion and reversions,

remainder or remainders and the rents, issues, and profits of and from the said flat with common rights, hereby granted, transferred, sold, conveyed, assigned and assured or intended so to be an every part thereof and all the estate right, title, inheritance, use, trust, possession property claim and demand whatsoever both at law and in equity of the Owner/ Developer of into and upon the Said Flat with common rights hereby granted, transferred, sold, conveyed assigned and assured or intended so to be unto and to the use of the Purchasers free from all encumbrances liens and lispens and all deeds, pattas, muniments writings and evidences of title whatsoever exclusively relating to or concerning the same or any part thereof which now are or is or at any time heretofore were or was and may be in the custody possession or power of the Owner/ Developer or any person or persons from whom the Owner/ Developer can or may procure the same without any action or suit at law and in equity **TO HAVE AND TO HOLD** the Said Flat with common rights hereby granted, transferred, sold, conveyed, assigned and assured to and unto and to the use of inheritance in fee simple in possession without any manner of condition use, trust or other things whatsoever to alter, defeat, encumber or make void the same and the Owner/ Developer doth hereby covenant with the Purchasers that notwithstanding any act, deed, matters, assurances or things whatsoever by the Owner/ Developer made done, occasioned or suffered to the contrary the Owner/ Developer is now lawfully rightfully and absolutely seized and possessed of or otherwise well and sufficiently entitled to ALL THAT the Said Flat with common rights, hereby granted, transferred, sold, conveyed, assigned and assured or expressed or intended so to be unto and to the use of the Purchasers for a perfect and indefeasible estate without any hindrance, lawful eviction interruption, claim or demand whatsoever from or by the Owner/ Developer or any person or persons lawfully or equitably claiming or to claim from under or in trust for the Owner/ Developer and that free and clear and freely and clearly and absolutely acquitted, exonerated or discharged or otherwise by the Owner/ Developer well and sufficiently saved, defended, kept, harmless and indemnified of from and against all and manner of former or other estate, encumbrances, claims, demands, charges, liens, lispens, debts and attachments whatsoever had made done, executed, occasioned or suffered by the Owner/ Developer or any person or persons claiming or to claim from through under or in trust for the Owner/ Developer into and upon the Said Flat with common rights hereby granted, transferred, sold, conveyed, assigned and assured or expressed or intended so to be unto and to the use of the Purchasers for a perfect and indefeasible estate of inheritance without any manner of condition, use, trust or other things whatsoever to alter, defeat, encumber or make void the same and that notwithstanding any such acts, deeds, matters of things whatsoever as aforesaid the Owner/ Developer has good right full power and absolute authority to grant, sell transfer, convey, assign and assure the said flat unto and to the use of the Purchasers in the manner aforesaid and that the Purchasers shall and may from time to time and at all times hereafter peaceably and quietly possess and enjoy the Said Flat with common rights hereby granted, transferred, sold, conveyed assigned and assured or intended so to be unto and to the use of the Purchasers in the manner aforesaid and to receive the rents, issues and profits thereof without any lawful eviction, interruption, claim or demand whatsoever from or by the Owner/ Developer or any person or persons lawfully or equitably claiming or to claim from under or in trust for the Owner/ Developer along with the right to sell, convey, transfer, mortgage or lease out or rent

out the Said Flat to any person or any financial institution at his own choice, trust for the Owner/ Developer into and upon the said trust for the Owner/ Developer into and upon unit with common rights hereby granted, transferred, sold conveyed, assigned and assured or expressed or intended so to be unto and to the sue of the Purchasers for a perfect and indefeasible estate of inheritance without any manner of condition, use, trust or other things whatsoever to alter, defeat, encumber or make void the same and that notwithstanding any such acts, deeds, matters or things whatsoever as aforesaid the Owner/ Developer has good right full power and absolute authority to grant, sell, transfer, convey, assign and assure the Said Flat unto and to the use of the Purchasers in the manner aforesaid and that the Purchasers shall and may from time to time and at all times hereafter peaceably and quietly possess and enjoy the Said Flat with common rights hereby granted, transferred, sold, conveyed, assigned and assured or intended so to be unto and to the use of the Purchasers in the manner aforesaid and to receive the rents, issues and profits thereof without any lawful eviction, interruption, claim or demand whatsoever form or by the Owner/ Developer or any person or persons lawfully or equitably claiming or to claim from under or in trust for the Owner/ Developer along with the right to sell, convey, transfer, mortgage or lease out or rent out the said property to any person or any financial institution at its own choice without obtaining any prior permission from the Owner/ Developer or any other co-owners of the building but subject to the obligations as required and as covenanted hereunder and free and clear and freely and clearly and absolutely acquitted, exonerated, discharged or otherwise by the Owner/ Developer well and sufficiently saved, defended, kept harmless and indemnified of from and against all and manner of former or other estate, right, lease, mortgage, charge, trust wakfs, debutters, attachments, executions, lispendens, claims, demands and encumbrances whatsoever made, done, occasioned or suffered by the Owner/ Developer or any person or persons lawfully or equitably claiming or to claim by from through under or in trust for the Owner/ Developer and further that the Owner/ Developer and all persons having or lawfully claiming any estate, right, title and interest whatsoever in the Said Flat with common rights hereby granted, transferred sold, conveyed, assigned and assured or any part thereof from under or in trust for the Owner/ Developer shall and will from time to time and at all times hereafter at the request and costs of the Purchasers made do and execute all such acts, deeds, matters, assurances and things whatsoever for further better or more perfectly and effectually granting, transferring, conveying, assuring and assigning the Said Flat with common rights hereby granted, transferred, sold, conveyed assigned, assured and confirmed and every part thereof unto and to the sue of the Purchasers in the manner aforesaid as shall or may be reasonably required and the Purchasers hereby covenants with the Owner/ Developer that the Purchasers will and shall pay proportionate share of rates and taxes relating to the said premises and wholly in respect of the said flat and the Purchasers further covenant with the Owner/ Developer herein that the Purchasers shall hold, possess and enjoy the Said Flat as an absolute owner thereof subject to the covenants conditions and agreements and common expenses set out and particularly mentioned and hereunder written to be observed and performed and paid by the Purchasers and that the Owner/ Developer shall upon every reasonable request of the Purchasers and at the costs of the Purchasers execute further deeds and documents to perfect the title of the Purchasers and the Owner/Vendor assure that The Purchasers shall be entitled to the rights,

benefits and privileges attached to the said flat and appurtenances thereto including the right to the enjoy the common areas (including undivided proportionate interest in land) and in common space/s in the building for the use occupation and enjoyment of the said flat as detailed in the said Agreement for Sale and the Purchasers shall bear the proportionate share of common expenses as detailed in the said Agreement for Sale.

**THE FIRST SCHEDULE ABOVE REFERRED TO  
(THE ENTIRE PREMISES)**

**ALL THAT** piece and parcel of land measuring an area of **22 Bighas, 15 Cottahs, 05 Chittacks and 05 Square Feet** together with the project namely "**ORCHARD ESTATE**" lying and situated at Mouza Doharia, J.L. no. 45, Touzi no. 146, Old Khatian no. 238 and 205, presently 988, 979, 208 & 310 Dag nos. 1356, 1357, 1358, 1359, 1360, 1362, 1363, 1364, 1365, 1363/1662, 1363/1663, 1374, 1375, 1384, 1385, 1386, 1387, 1388, 1389, 1390&1361 **being Holding no. 19, MujibarRahaman Road, Police Station Barasat, District 24 Parganas (North)** under Ward no. 15 (Old), **9 (New)** within the limits of **Madhyamgram Municipality** Together with the messuages, tenements, hereditaments, premises and others thereof being butted and bounded in the following manner:

**ON THE SOUTH : Municipality Road**  
**ON THE EAST : Rabindra Nagar**  
**ON THE WEST : K B Ghosh Land**  
**ON THE NORTH : Doharia, Peyarabagan**

**THE SECOND SCHEDULE ABOVE REFERRED TO:**  
**(FLAT AND/OR UNIT)**

**ALL THAT** piece and parcel of **FLAT AND/OR UNIT** no: ....., ..... on the ..... **Floor** of the building being **Block as per Brochure– ..... and as per Sanction Plan** - ..... Forming part of the said Residential Area containing by estimation an area of ..... Square Feet (Super built-up) (be the same a little more or less) **TOGETHER WITH** the undivided proportionate share or interest in the land forming part of the said Building/Block appurtenant thereto **AND TOGETHER WITH** the proportionate share in common parts portions areas and facilities to comprise in the said Residential Area/Complex.

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

**SIGNED AND DELIVERED BY THE OWNER  
AT KOLKATA IN THE PRESENCE OF:  
WITNESSES:**

1.

2.

**SIGNED AND DELIVERED BY THE DEVELOPER  
AT KOLKATA IN THE PRESENCE OF:  
WITNESS:**

1.

2.

**SIGNED AND DELIVERED BY THE PURCHASER/S  
AT KOLKATA IN THE PRESENCE OF:  
WITNESS:**

1.

2.

**RECEIPT**