

DEED OF CONVEYANCE

THIS INDENTURE is made on this day of 2021

BETWEEN

PLAMET TRADING PRIVATE LIMITED, PAN. AAACS5238F, a company duly incorporated under the Companies Act, 1956, having its registered office at 2, Mohatta Bhavan Property, off Dr. Emoses Road, Worli, Mumbai-400018 represented by its Director namely **MR. SHARAD BAHETY, PAN. AJHPB2076M, AADHAAR NO. 371097660602**, son of Sajjan Kumar Bahety, by faith Hindu, by occupation Business, residing at 11, Kali Krishna Tagore Street, P.O. & P.S. Burrabazar, Kolkata-700007 hereinafter called and referred to as the **“OWNER”** (which term or expression shall unless otherwise excluded by or repugnant to the subject or context be deemed to mean and include its successors, representatives and assigns) represented by its Constituted Attorney namely **MR. AVIJIT BOSE, PAN. AOSPB4867N, AADHAAR NO. 560236615207**, son of Sri Robi Bose, by faith Hindu, by occupation Business, residing at 67/D, Belgachia Road, P.O. Belgachia, P.S. Ultadanga, Kolkata-700037 carrying on Proprietorship business under the name and style of **M/S. ANUSHKA CONSTRUCTION**, having its Registered Office at 22/H/3, Raja Manindra Road, P.O. Belgachia, P.S. Chitpore, Kolkata – 700037, (which expression shall unless excluded by or repugnant to the context be deemed to include their legal heirs, successors, assigns, executors and legal representatives) of the **FIRST PART**.

AND

....., hereinafter jointly called and referred to as the **PURCHASER** (which term or expression unless excluded by or repugnant to the context shall mean and include his legal heirs, representatives, administrators, assignees and executors) of the **SECOND PART**.

AND

M/S. ANUSHKA CONSTRUCTION, PAN. AOSPB4867N, a Proprietorship firm having its registered office at 22/H/3, Raja Manindra Road, P.O. Belgachia, P.S. Chitpur, Kolkata-700037 represented by its proprietor **MR. AVIJIT BOSE, PAN. AOSPB4867N, AADHAAR NO. 560236615207**, son of Mr. Robi Bose, by faith Hindu, by occupation Business, 67/D, Belgachia Road, P.O. Belgachia, P.S. Ultadanga, Kolkata-700037 hereinafter called and referred to as the

DEVELOPER (which expression shall unless excluded by or repugnant to the context be deemed to include its successors-in-interest, administrators, legal representatives and assigns) of the **THIRD PART.**

WHEREAS by an indenture of Partition dated the 1st day of October, 1944 and made between Direndra Krishna Roy, Jagneswar Roy, Jatindra Krishna Roy and Suruchibala Roy therein referred to as the parties of first part, and Sm. AhalyaBala Roy, Utpal Roy, Nilotpai Roy and Birbal Roy, Anil Krishna Roy, Sudhir Krishna Roy, Dinesh Chandra Roy, Paresh Chandra Roy, Naresh Chandra Roy, Banesh Chandra Roy, Sm. Sarajubala Roy, Gopinath Roy, Hiranmoyee Roy, therein referred to as the parties of the Second part Uday Krishna Roy, Bimal Krishna Roy, Nirmal Krishna Roy and Sm. Manorama Roy therein referred to as the parties of the Third Part and Baidyanath Roy and Bholanath Roy therein referred to as the Parties of the Fourth Part and registered with the Registrar of Assurances Calcutta in Book No. 1, Volume No.116, pages 150 to 187 being No. 4573 for the year 1954 the parties to the said Indenture of Partition divided and distributed and partitioned amongst themselves several properties and the Vendors herein to the exclusion of others were allotted ALL THAT the piece and parcel of land containing by ad measurement an area of 3 bighas 6 chittacks situate lying and being portion of premises No. 3, Kundu Lane, Holding No. 22, Division VII, Police Station Ultadanga, Calcutta more fully and particularly described in Schedule thereunder written, (hereinafter referred to as 'the said ENTIRE PROPERTY').

AND WHEREAS the said premises No. 3, Kundu Lane, Calcutta was subsequently re-numbered as Premises No. 3C, Kundu Lane, Calcutta by the then Corporation of Calcutta.

AND WHEREAS the said Oriental Distributors (India) is a tenant in respect of a piece and parcel of land containing an area of 19 cottahs 10 chittacks and 40 sq.ft. be the same a little more or less TOGETHER WITH all structures buildings and erections thereon covering an area of 17 cottahs at a monthly rental of Rs. 140.

AND WHEREAS during the period of tenancy the said Oriental Distributors (India) purchased the said premises on 14th day of January 1987 for valuable consideration and it was registered with the District Sub -Registrar Alipur and recorded in Book No. 1, Volume No. 21, pages 223 to 240 being No. 702 for the year 1987 and after purchase the said premises the vendor herein had mutated its name with the records of the Kolkata Municipal Corporation as Oriental Distributors (India) proprietor Sri Venkatesh Metal Packs Pvt. Ltd.

AND WHEREAS said Sri Venkatesh Metal Packs Pvt. Ltd. applied for change the name before the Govt. Of India Ministry of Corporate Affairs as Plamet Trading Private Limited and the said Ministry issued Certificate of Incorporation pursuant of change of name [Pursuant to rule 29 of the Companies (incorporation) Rules, 2014] vide Corporate Identification Number (CIN): U67120MH1971PTC015088 on 4th day of July, 2018.

AND WHEREAS as per Certificate of Incorporation pursuant to change of name to Plamet Trading Private Limited mutated its name with the records of Kolkata Municipal Corporation on 30.08.2019 vide Mutation Case No. 0/003/10-APR-19/116813 dated 10.04.2019, vide Assessee No. 110031000294. In view thereof, Plamet Trading Pvt. Ltd. came to become the sole owner of the said Property.

AND WHEREAS the owner herein had mutated its name with the records of the Kolkata Municipal Corporation.

AND WHEREAS the said First party/Owner made Registered Joint Venture Development Agreement dated 19.03.2020 with the Developer for Develop the Premises No. 3C, Kundu Lane, P.S. Ultadanga, Kolkata-700037 by constructing a multi-storied building which is more fully and particularly mentioned therein, and it was duly registered at the office at A.D.S.R. Sealdah and recorded into Book No. 1, Volume No. 1606-2020, page from 50879 to 50928 Being No. 160601191 for the year 2020.

AND WHEREAS the first party/owners herein had executed a Registered Development Power of Attorney in favour of Developer herein and it was duly registered on 19.03.2020 at the office A.D.S.R. Sealdah and recorded into

Book No. 1, Volume No. 1606-2020, page from 50929 to 50952, Being No. 160601193 for the year 2020.

AND WHEREAS by virtue of and under the terms and conditions of the said Agreement the Developer/Third Party prepared multi storied building as per sanctioned plan and building has completed upon the said property at its cost and simultaneously made publicity to sell the flat/unit thereto to the prospective buyers.

AND WHEREAS the purchaser having interested to purchase a self contained independent flat in the said building duly inspected all the relevant title deeds and documents of the said Vendors relating to the said property and the Developer's authority and right therein and the sanctioned building plan and has satisfied themselves with regard thereto and also areas, dimensions, measurements, specifications and other details whatsoever concerning the said building and the flat thereat.

AND WHEREAS the purchaser approached the Developer and expressed their willingness to purchase a self contained independent flat being **Flat No.** **on the Floor** of the said building having **sq. ft.** of the said building which is more fully mentioned in the Schedule 'B' hereunder written and hereinafter called the said flat along with undivided proportionate impartible share or interest in the land underneath the said building more fully mentioned in the Schedule 'A' hereunder written together with the easement rights over all the common parts and portions in the said building and premises.

AND WHEREAS the Developer after giving due consideration to the proposal of the PURCHASER agreed to sell the said self-contained flat being **Flat No.** **on the Floor** of the said building having **sq. ft.** more or less at and for a total consideration of **Rs.....**

AND WHEREAS the Purchaser has paid to the Confirming Party/Developer a sum of **Rs.....** as the total price and consideration amount of the said **flat** and the Developer / Confirming Party has received the said amount as the Developer / Confirming Party and

receipts whereof the Developer / Confirming Party had hereby acknowledge and admit.

NOW THIS INDENTURE WITNESSETH AS FOLLOWS :

That in consideration of a sum of **Rs.....** received by the Developer / Confirming Party herein from time to time as indicated in the Memo of Consideration given herein below in respect of the said flat paid by the Purchaser (the receipt whereof the Developer / Confirming Party doth hereby admit and acknowledge) the said Vendor doth hereby grant, convey, transfer, assign and assure unto the said premises free from all encumbrances, the said unit/flat which is more fully and particularly described in the Schedule "B" herein below and shown and delineated with colour RED in the sketch map and/or plan annexed herewith and made part of the Indenture together with undivided proportionate right, title and interest in the said land hereupon the Schedule "B" property is standing and situated including the undivided right, title and interest in the common portion, parts and equipments of the building as also in the staircase leading to the Schedule "B" property, entrance, entrance space landing main entrance gate of the building, meter room/meter space, water reservoir both in the ground as well as on the top roof , main water supply line, water pump room, meter and pump, common electrical lines and fittings, sewerage and drainage line, outer wall of the building, common area and land surrounding the building, boundary wall together half the depth of all the joints above between its ceiling of the flat below with full ownership of all doors, windows, fixture and fittings to be provided with the said unit on the flat and to be provided outside the said flat for common user and all benefits of all ancient and other right, liberties easement, appendages and appurtenances and all estate right, title and interest and/or claim whatsoever of the under in the said flat and in other common portions free from all encumbrances and attachment whatsoever except the right of demolition or committing waste or demolition of any common part of the building **TO HAVE AND TO HOLD** the said flat described

in the Schedule "B" herein below hereby covenant with the Purchaser, their heirs, executors, legal representatives, administrators and assigns that notwithstanding any acts, deed or things hereof done executed or knowingly suffered to the contrary the Vendor are now lawfully occupied and possessed of the said Schedule 'A' property free from any encumbrances, attachment and defeat in the title whatsoever and the Vendor have full power and absolute authority to sell the said property in the manner aforesaid **AND** the Purchaser shall hereafter peaceably and quietly hold, possess and enjoy the said property in khas or through tenants without any persons claiming through or under him **AND** further that the Vendor, their successor or successors and further covenant with the Purchaser their heirs, legal representatives, executors, administrators and assigns from or against all encumbrances, charges, liens, attachments, equities whatsoever **AND** the Vendor their successor or successors further covenant that they shall at the request and cost of the Purchaser their heirs, executors, administrators, legal representatives and assigns do or execute or cause to be done or executed all such lawful acts, deeds and things whatsoever for further or more perfectly conveying and assuring the said property and every part thereof in the manner aforesaid according to the true intent and meaning of this deed **AND** also subject to the Purchaser paying and discharging taxes and impositions on the said flat wholly which is mentioned in the Schedule "E" hereunder written **AND** the Purchaser are got separate electric in and around the Schedule "B" flat .

AND the Purchaser' undivided interest in the soil shall remain joint for all times with the other co-unit/flat owners who may have acquired right, title and interest in the land and in any unit/flat in the said building of the said premises **AND THAT** the interest of the soil shall remain impartible.

THE VENDOR AND THE DEVELOPER DOTH HEREBY COVENANT WITH THE PURCHASER AS FOLLOWS:

1) **The interest** which the Vendor and Developer doth hereby profess to transfer subsists and that the Vendor have the full right and power and

absolute authority to grant, sell, transfer, convey, assign and assure, release and relinquish unto the Purchaser the said demarcated space along with the super structure/flat and the said undivided share together with the above mentioned rights in the manner aforesaid.

II) **It shall be** lawful for the Purchaser to hold and enjoy the said demarcated space along with super-structures/flat the said undivided share and the said flat and every part thereof and to receive, rents, issues and profits thereof without any interruption, disturbances, claims or demands whatsoever from or by the Vendor and Developer. And freed and cleared from and against all manners of encumbrances, trusts, liens and attachments whatsoever save only those as are herein expressly contained and/or specified in the said Agreement.

III. **The Vendor** and Developer will from time to time and at all times hereafter upon every reasonable request and at the costs of the Purchaser make do acknowledge execute and perfect all such further and/or other lawful and reasonable acts, deeds and things whatsoever for further better or more perfectly assuring the said demarcated space along with super-structures/flat and the said undivided share together with the rights hereby granted, unto the Purchaser and in the manner aforesaid.

IV. **The said** demarcated space along with super-structures/flat the said undivided share and all other properties and rights hereby transferred are free from all encumbrances, attachments, liens, lispences, whatsoever made or suffered by the Developer including payment of all final bills of Constructors, Engineers and Architects and Suppliers or their predecessors-in-title or any person or persons lawfully and equitable claiming as aforesaid.

V. **The Vendor** and Developer will unless prevented by fire or other irresistible force from time to time and at all times hereafter upon every

reasonable request and costs of the Purchaser produce and cause to be produced to the Purchaser or their Attorney or Agents or before or in any Court, Tribunal, Board or Authority or Firm for inspection or otherwise as occasion shall require the title deeds and documents and documents in connection with the premises and also shall at their like request and cost of the Purchaser deliver to the Purchaser such attested or other Copies or extracts from the same or any of them as the Purchaser may require and will in the mean time unless prevented as aforesaid keep the same safe unobliterated and uncanceled.

VI. **The Vendor** and Developer will not do anything or make any grant whereby the rights of the Purchaser hereunder may be prejudicially effected and shall do all acts and may be necessary or assure the rights, available to the Purchaser as a Purchaser and as a Co-owner hereunder from the other Co-owners.

VII. **The Vendor** and Developer will duly fulfill and perform all his/her/their obligations and covenants elsewhere herein expressly contained. **Hence**, the Purchaser will have the absolute right to transfer by way of sale, mortgage, lease/rent and/or gift of the Schedule 'B' property along with the right of other Schedules to any person or persons and also charge the same in whatsoever manner and neither the Vendor and Developer nor Co-owners shall have any right to obstruct for the same.

THE PURCHASER DOETH HEREBY DECLARE AND COVENANT WITH THE FIRST AND SECOND PARTY AS FOLLOWS:-

i) **The** Purchaser shall observe fulfill and perform the covenants hereunder written and shall regularly pay and discharge all and impositions for the said flat wholly and common expenses proportionately and all other out goings in connection with the said flat wholly and the said building proportionately.

ii) **The** Purchaser had received possession of the said flat in khas and vacant possession and they will not raise any further claim for the same. The Purchaser declares that they are satisfied on materials used and the workmanship of the building.

iii) **The** Purchaser will not for any reason whatsoever obstruct the Vendor and the Developer in their transferring the land and/or parts thereof as proportionate undivided share or any other flat or flats or other portions of the said building and/or space or spaces with super-structures/flat to any person or persons like manner of the Purchaser, other than the common parts/portion/ area in the said premises.

THE SCHEDULE "A" ABOVE REFERRED TO:

ALL THAT G+4 Storied building namely ANUSHKA GLORY upon the plot of land measuring measuring about 19 Cottahs 10 Chittaks 40 sq. ft. being the premises No. 3C, Kundu Lane, P.S. Ultadanga, Kolkata-700037 under Ward No. 3, Kolkata Municipal Corporation, South 24 Parganas, Registry office at ADSR, Sealdah and butted and bounded as follows:

ON THE NORTH	: Premises No. 3B/1F, Kundu Lane
ON THE SOUTH	: Premises No. 3B/1B, Kundu Lane
ON THE EAST	: Kundu Lane
ON THE WEST	: Premises No. 3/12, Kundu Lane

THE SCHEDULE 'B' ABOVE REFERRED TO :

ALL THAT a self contained independent residential **Flat No. on the Floor** of the said building having **sq. ft.** more or less consisting of Bed Rooms, open Kitchen cum Dining, One Verandah/Balcony, Toilets together with undivided proportionate impartible share and interest in the land beneath the building.

THE SCHEDULE "C" ABOVE REFERRED TO:

P A R T - I

(COMMON PARTS/PORCTIONS)

1. **Entrance** and exit of the building.
2. **Boundary** walls and Main Gate.
3. **All drainage** and sewerage lines and other installations (except only those installed within the exclusive area of any flat and/or exclusively for its use).
4. **Stair-case** lobbies on all the floors.
5. **Electric** sub-station and electrical wiring and other fittings (excluding only those installed within the exclusive area of any flat and/or exclusively for its use).
6. **Water pump**, water pump space, underground water reservoir, overhead water tank, together with all common plumbing installations for carriage of water (save only those exclusively within and for the exclusive use of any flat)
7. **Such other** common parts, areas, equipments, installations, fittings, fixtures and spaces in or about the land and the Building as may be necessary for passage to and/or user the units in common by the Co-owners,
8. **Roof** : The Purchaser shall use the roof in common with all the co-Owners of the said premises.

P A R T - II

(COMMON EXPENSES)

1. **All costs** of maintenance, operation, replacing, repairing, white washing, painting, decorating, re-decorating, re-building, re-constructing, lighting the common portions and the common areas of the said Building including the other walls.
2. **The salary** of all persons, employed for the common purpose including Durwans, Security Personnel, Sweepers, Electricians etc.
3. **Insurance** premium for insuring the Building, if any.

4. **All** charges and deposits for supplies of common utilities to the Building and/or the premises.
5. **Whatever** rents of Taxes by Municipality Taxes and Rents, Multi-storied Building Tax, Water Tax and other levies in respect of the land and the said Building save those separately assessed on the Purchaser flat.
6. **Cost** of formation and operation of Association of the Flat owner.
7. **Cost** of running, maintaining, repairs and replacement of transformers, pumps and other common installations including its license fees, taxes and other levies, if any.
8. **Cost** of running, maintenance, repairs of Generator, if separately installed for common use of the flat owners.
9. **Electricity** charges for the electrical energy consumed for the operation of the common services.
10. **All litigation** expenses incurred for the common purposes and relating to common use and enjoyment of the common portions.
11. **All other** taxes, expenses, rates and other levies, etc. as may be necessary or incidental or liable to be paid by the flat owners in common including such account as may be fixed for creating a fund for replacement, renovation, painting and/or periodic repairing of the common portions.

THE SCHEDULE "D" ABOVE REFERRED TO:

The under mentioned rights, easements, quasi-easements, privileges and appurtenances shall remain reserved into the Vendor and/or other person or persons entitled to the same and/or deriving title under from the Vendor.

1. **The right** in common with the Purchaser and/or such person or persons entitled to the other part or parts of the said including stair-case, water, electric, pipe lines, drains, wires, swears, entrance and other parts or passages and for other purposes connected therewith including ingress to and egress out of the said other part or parts.

THE SCHEDULE "E" ABOVE REFERRED TO:

1. **The Purchaser** shall not any time claim partition of the said undivided proportionate share in the land and/or in the common parts and/or in any of the common areas, ultimate and facilities in the land and the said Building in which the Purchaser have any right in common with co- owners.
2. **MUTATION:**
 - 2.1 **The Purchaser** shall after completion of the flat apply for and have the said flat separately assessed for the purpose of assessment of Kolkata Municipal Corporation Taxes and Rents.
3. **TAXES AND IMPOSITIONS:**
 - 3.1 **Till** the Purchaser flat is separately assessed and/or mutated in respect of any Tax or imposition the Purchaser shall bear and pay proportionate share of Rates and Taxes.
 - 3.2 **Upon** mutation and separate assessment of the flat the Purchaser shall pay wholly all rents, taxes and impositions in respect of the flat proportionately in respect of the common portions.
 - 3.3 **The** terms "Rents" and "Impositions" referred to herein above shall include the Land Revenue, Corporation Rents and Taxes surcharge Tax, Land Tax, Betterment Fees and Water Tax etc. and/or Taxes of similar nature and/or any other new taxes as may come to be imposed in future from time to time.
4. **MANAGEMENT AND MAINTENANCE OF THE COMMON PORTIONS:**
 - 4.1 **The** Vendor and Developer and upon their formation the Association of flat owners shall maintain and control the common portions and pay all common expenses and do all acts, deeds and things as may be necessary expedient relating to common purposes as mentioned hereinabove.

SEPECIFICATIONS, AMENITIES, FACILITIES (WHICH ARE PART OF THE APARTMENT)

Structure : Earth-quake resistant structure. RCC framed structure with anti termite treatment in the foundation.

Walls : All external walls will be 250mm (10") thick and internal walls will be 125mm (5") and 75mm (3") thick as per drawing with conventional clay bricks.

Doors : All Door frames will be of 4" X 3" section with 7'- 0" inches in height will be made of quality seasoned hard wood. Quality flush doors of 35 mm thickness will be used as door shutters with Lock fittings in main doors, Mortise lock with Handle and Tower Bolt from inside in the bedrooms will be provided. Latches or Tower Bolts in other doors will be provided.

Windows : Three track Aluminum Anodized Sliding Windows with 4mm thick float glass will be provided. M.S Grills up to full height will be provided.

Flooring : Good quality vitrified tiles of 800mm X 800mm will be provided in the living / Dinning. The same will be provided in the bedrooms of size 600mm X 600mm. Anti Skid vitrified tiles will be provided in the toilets and kitchen floor.

Balcony : M.S. railings up to 3ft 3inches height will be provided as per Architect's design and specification.

Toilets : Ceramic Tiles up to lintel height / Door height will be provided at Side walls of the toilets. Wash basin and water closet of reputed brand will be provided in each Toilet. Wall mixtures Basin, commode, shower, Overhead shower etc will be provided in each toilet.

Kitchen : Black Granite will be provided on Kitchen Desk with stainless steel Sink will be provided. Ceramic Tiles of size 8" X12" will be provided on the wall above Kitchen desk up to a height of 2'-6" from top of granite slab.

Electrical : Fire Retardant Copper electrical concealed wiring will be done. All Switches will be of Modular. Provisions for TV, Telephone, AC. Point in all bed room & living room. Provision of Geyser in each toilet will be provided. Three light points, One fan point and two 5/15 amps. plug points will

be provided in each bed room. Three light point, two fan points And Two 5/15 amps. will be provided in each living / dining area.

Two light points, One exhaust point, One fan point and Two 5/15 amps. will provided in each Toilet. Two lights points, one plug point for chimney, one fan point, Three 5/15 amps. for refrigerator and other kitchen gadgets. Two light points and one fan point.

Lift / Elevator : 5 (Five) passenger lift of reputed make.

Internal wall Finish : All internal walls will have Putty finish with Two coats of Cement Primer.

External wall Finish : Weather Coat Paint of Reputed Brands.

SEPECIFICATIONS, AMENITIES, FACILITIES (WHICH ARE PART OF THE PROJECT)

*Sanitizing Tunnel at the Entrance point.

*Infinity edge Swimming Pool

*Roof top garden with Entertainment Zone

*Adequate Green Area at Ground Level to maintain pollution free atmosphere

*A C Community Hall

*A C Gymnasium

*Round the clock CCTV surveillance for security

*Provision for Power Backup

*24 X 7 Water supply

*Intercom Connectivity

*Modern Elevators

*Solar Power for Common Area

*Provision for Wi Fi Connectivity

*Decorated Lobby

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

SIGNED, AND DELIVERED

in the presence of :

1.

2.

(SIGNATURE OF THE VENDOR)

(SIGNATURE OF THE DEVELOPER)

(SIGNATURE OF THE PURCHASER)

Prepared in my Office:

KABIRUL ISLAM

Advocate,

High Court, Calcutta.

WB/250/1995

MEMO OF CONSIDERATION

RECEIVED of and from the withinnamed Purchaser the withinnamed sum of **Rs.....** being the full amount of consideration

Date	Cheque No.	Bank & Branch	Amount(Rs.)

WITNESSES :

1.

2.

(SIGNATURE OF THE DEVELOPER)