

THIS DEED OF CONVEYANCE made on this day of December, 2018 **BETWEEN: ADCO CONSTRUCTION PRIVATE LIMITED, CIN No. U45201WB1998PTC087205, PAN No. AAGCA3645J**, a Company incorporated under the provisions of the Companies Act, 1956 and having its Registered Office at Shubholoy Das Bhavan, New K. B. Roy Garden, Garia Station Road, P. O. Garia, P. S. Sonarpur, Kolkata 700 084, represented by MR. AMAL KUMAR DAS, PAN No. ADDTPD9604M, Mobile No.9804515090, Managing Director authorized vide Board Resolution dated 10.03.2010 hereinafter referred to as the OWNER (which expression shall unless excluded by or repugnant to the context be deemed to mean and include its administrators, legal representatives, successors and assigns etc.) of the FIRST PART

AND

INDICON ESTATES PRIVATE LIMITED, PAN No. AAACI5594L, a Company incorporated under the provisions of the Companies Act, 1956 and having its Registered Office at 9, Jagmohan Mullick Lane, 5th Floor, P.O. Burrabazar, P.S. Burrabazar, Kolkata 700 007, represented by MR. SUNIL KEDIA, PAN No., Mobile No., AND MR. ALOK KUMAR MASKARA, PAN No., Mobile No., Directors authorized vide Board Resolution dated hereinafter referred to as the PROMOTER (which expression shall unless excluded by or repugnant to the context be deemed to mean and include its administrators, legal representatives, successors and assigns etc.) of the SECOND PART

AND

....., **CIN No., PAN No.**, a Company incorporated under the provisions of the Companies Act, 1956 and having its Registered Office at, P.O. . Kolkata, represented by, PAN No., Mobile No., Director authorized vide Board Resolution dated hereinafter referred to as the PURCHASER (which expression shall unless excluded by or repugnant to the context be deemed to mean and include its administrators, legal representatives, successors and assigns etc.) of the THIRD PART

OR

..... LLP, PAN No., a registered Limited Liability Partnership firm registered under the provisions of Limited Liability Partnership Act, 2008 and having its registered office at, P.O., P.S., Kolkata-700 represented by one of its Partner MR./MRS., PAN No., Mobile No., Son/Wife/Daughter of, of, P.O., P.S., Kolkata-700 hereinafter referred to as the PURCHASER (which expression shall unless excluded by or repugnant to the context be deemed to mean and include its administrators, legal representatives, successors and assigns etc.) of the THIRD PART

OR

....., **PAN No.**, a partnership firm registered under the Indian Partnership Act, 1932 having its principal place of business at
, P.O., P.S., Kolkata, represented by its authorized partner,, PAN No., Mobile No., hereinafter referred to as the PURCHASER (which expression shall unless excluded by or repugnant to the context be deemed to mean and include its administrators, legal representatives, successors and assigns etc.) of the THIRD PART

OR

....., **PAN No.**, Mobile No., Son of, aged about years, by faith-Hindu, by Nationality- Indian, by occupation-, residing at
, P.O., P.S., Kolkata, hereinafter referred to as the PURCHASER (which expression shall unless excluded by or repugnant to the context be deemed to mean and include his heirs, executors administrators, legal representatives and assigns etc.) of the THIRD PART

OR

....., **PAN No.**, Mobile No., Son of, aged about years, for self and as the Karta of the Hindu Joint Mitakshara Family known as HUF, by faith-Hindu, by Nationality-Indian, by occupation-, residing at
, P.O., P.S., Kolkata, hereinafter referred to as the PURCHASER (which expression shall unless excluded by or repugnant to the context be deemed to mean and include his heirs, executors administrators, legal representatives and assigns etc.) of the THIRD PART

Words importing **masculine gender** shall according to the context mean and construe **feminine gender** and/or **neuter gender** as the case may be; Similarly words importing **feminine gender** shall mean and construe **masculine gender** and/or **neuter gender**; Likewise words importing **neuter gender** shall mean and construe **masculine gender** and/or **feminine gender**;

Words importing **singular number** shall according to the context mean and construe the **plural number** and vice versa. Similarly words importing **singular number** shall include the **plural number** and vice versa.

WHEREAS:

A) Pursuant to 6 (six) several registered Deed of Indenture, the Owner herein for valuable consideration and on the terms and conditions contained therein purchased **ALL THAT** piece and parcel of land together with structures standing thereon particulars whereof are mentioned herein below:

Sl. No.	Date	Deed No.	Purchased from	Area
1	29th May, 1998	7296	Dipankar Bhattacharjee, Son of late Kalipada Bhattacharjee of Green Tower, Block-C, Flat No.5/9, Golf Green, Kolkata-700095	Mentioned in First Schedule in part –I
2	5th June, 1998	2138	DO	Mentioned in First Schedule in part –II
3	11th November, 1998 (for the year 1999)	2684	DO	Mentioned in First Schedule in part –III
4	4th December, 1998 (for the year 1999)	2685	DO	Mentioned in First Schedule in part –IV
5	26th May, 2003	1961	DO	Mentioned in First Schedule in part –V
6	20th April, 2001	2512	Swasti Bhattacharjee & Others	Mentioned in First Schedule in part –VI

total measuring about 40 Cottahs 8 Chittack 16 Sq.Ft.(more or less) more fully and particularly described in Part-I to Part-VI of the First Schedule hereunder written and hereinafter referred to as the “said premises”.

B) Since then the Owner is absolutely seized and possessed of and/or otherwise well and sufficiently entitled to the said premises **TOGETHER WITH** building and other structures standing thereon being Municipal Holding No 1411, Ward No 29, in Mouza- Barhansartabad, under Rajpur Sonarpur Municipality, South 24 Parganas, Garia Station Road, P. O Garia, P. S. Sonarpur, Kolkata – 700 084.

C) The Owner has also got its name recorded in the record of rights with the Concerned Authorities. All municipal rates, taxes and surcharges till date has been paid by the Owner and there is no amount due towards the same.

D) The Owner has got the said premises converted into Bastu.

F) The Owner, being desirous of developing the said premises by constructing new commercial/residential building there at have entered into Joint Venture Profit Sharing Agreement dated 19th April, 2010 subsequently registered Joint Venture Profit Sharing Agreement dated 16th February, 2016 with the Promoter registered in the office of DSR-IV, South 24-Parganas, West Bengal in Book No.I, Volume No.1604-2016, Page from 22243 to 22266, Being No.160400863 for the year, 2016 on the terms and conditions more fully and particularly mentioned therein.

G) Pursuant to a registered /Agreement for Sale dated [.] , the Owner and Promoter herein agreed to sell to the Purchaser and the Purchaser agreed to purchase ALL THAT Unit being No. [.] on the [.] Floor admeasuring about [.] Sq. Ft. Carpet area, equivalent to [.] Sq. Ft. Built up area and [.] Sq. Ft. Super Builtup area together with [.] covered/uncovered car parking space in the Basement/Ground Floor admeasuring about [.] Sq. Ft. Carpet area Sq. Ft. together with common areas in the building at Premises No.1411, Garia Station Road, P. O. Garia, P. S. Sonarpur, Kolkata-700 084 more fully and particularly described in SECOND SCHEDULE hereunder written and delineated with RED and GREEN Ink respectively in the Map/Plan annexed hereto and hereinafter referred to as the "said Unit" at or for a total consideration of Rs. [.] Sq. Ft. Carpet area subject to obseyanance and compliance of all the provisions of the aforesaid Agreement for Sale.

H) The Purchaser has paid to the Promoter/Owner the total price payable by the Purchaser in terms of the said Agreement for Sale dated [.] and has complied with all the terms and conditions of the said Agreement for Sale.

I) The Promoter/Owner has received Occupation Certificate being No. [.] dated [.] from the concerned authorities.

J) As per the laws of the Land, the Promoter/Owner is registering this Deed of Conveyance in favour of the Purchaser in respect of the said Unit.

NOW THIS INDENTURE WITNESSES that in pursuance of the aforesaid Agreement and in consideration for a sum of Rs [.] paid by the Purchaser to the Owner and the Promoter (the receipt whereof the Owner and the Promoter do hereby acknowledge), the Owner and the Promoter do hereby grant, sell, convey, transfer, assign, assure and hand over peaceful vacant possession, unto the Purchaser free from all encumbrances of **ALL THAT** Unit bearing No [.] on the [.] Floor of the building commonly known as "**NEER**" containing a carpet area of [.] Sq. Ft., equivalent to [.] Sq. Ft. Built up area and [.] Sq. Ft. Super Built up area. delineated with RED Ink in the Map/Plan annexed hereto **TOGETHER WITH** [.] covered/uncovered Car Parking Space earmarked as [.] on the Basement/Ground Floor admeasuring about [.] Sq. Ft. more fully and particularly described in the **SECOND SCHEDULE** hereunder written and delineated with **GREEN** Ink in the

Plan/Map annexed hereto more fully and particularly described in the **FIRST SCHEDULE** hereunder written being Premises No. 1411, Garia Station Road, P. O. Garia, P. S. Sonarpur, Ward No. 29, Kolkata-700 084 **TOGETHER WITH** lights, liberties, privileges, easements, profits, advantages, rights, members and appurtenances whatsoever to the said Unit or any part thereof belonging or in any wise appurtenant to or with the same or any part thereof now or at or any time hereto before usually held used occupied or enjoyed or reputed or known as part or members thereof and to belong or be appurtenant thereto **AND TOGETHER ALSO WITH** full and free right and liberty for the Purchaser, his heirs, executors, administrators, assigns, nominees their tenants, agents and servants authorised by them at all times hereafter and at their will and pleasure and as absolute Owner by day and/or by night and for all purposes to enter into the said Unit hereby conveyed, transferred and assured. **AND ALL THE ESTATE** right, title, interest, claim and demand whatsoever at law and in equity of the Owner and the Promoter into out of or upon the said Unit or any part thereof **TO HAVE AND TO HOLD** all and singular the said Unit hereby granted, conveyed, sold, transferred and assured or intended or expressed so to be with their and every of their rights members and appurtenances **UNTO AND TO THE USE** and benefit of Purchaser, his heirs, executors, administrators and assigns forever **AND** the Owner doth hereby for itself and its successors, executors, administrators and assigns covenant with the Purchaser **THAT** notwithstanding any act, deed, matter or thing whatsoever by the Owner and the Promoter or any person or persons lawfully or equitably claiming by from through under or in trust for them made done committed omitted or knowingly or willingly suffered to the contrary. The Owner and the Promoter now hath in themselves good right full power and absolute authority to grant convey transfer and assure the said Unit hereby granted, conveyed, transferred and assured or intended so to be unto and to the use of the Purchaser in manner aforesaid. **AND THAT** it shall be lawful for the Purchaser from time to time and at all times hereafter peaceably and equitably to hold enter upon, use occupy possess and enjoy the said Unit hereby granted conveyed, transferred and assured with their appurtenances and receive the rents issues and profits thereof and of every part thereof to and for his own use and benefit without any suit or lawful eviction, interruption, claim and demand whatsoever from or by the Owner and the Promoter or their executors, representatives, Successors and assigns or any person lawfully or equitably claiming or to claim by from under or in trust from them. **AND THAT** free and clear and freely and clearly and absolutely acquitted exonerated released and forever discharged or otherwise by the Owner and the Promoter will and sufficiently saved defended kept harmless and indemnified of from and against all former and other estates title charge and encumbrances whatsoever either already or hereafter had made executed occasioned or suffered by the Owner and the Promoter or by any other person or persons lawfully or equitably claiming or to claim by from under or in trust for them. **AND FURTHER** that they the Owner and the Promoter and all persons having or lawfully or equitably claiming any estate, right, title or interest at law or in equity in the said Unit hereby granted, conveyed, transferred and assured or any part thereof by from under or in trust for them the Owner and the Promoter and its executors, representatives and successors shall and will from time to time and at all times hereafter at the request and cost of the Purchaser do and execute or cause to be done and executed all such further and other lawful and reasonable acts, deeds, matters and things conveyances and assurances in law whatsoever for the better further and more perfectly and absolutely granting unto and to the use of the Purchaser in manner aforesaid as shall

or may be reasonably required by the Purchaser, his heirs, executors, administrators or assigns or his Counsel in law for assuring the said Unit and every part thereof hereby granted, conveyed, transferred and assured unto and to the use of the Purchaser in manner aforesaid **AND** the Owner and the Promoter so far as relates to their own acts and deeds only but not further to otherwise doth hereby covenant with the Purchaser that the Owner and the Promoter has not any time heretofore made, done, executed, omitted or knowingly or willingly permitted, suffered or been party or privy to any act, deed, matter or thing whereby or by reason or means whereof the Owner and the Promoter are prevented from conveying, transferring and assuring the said Unit in manner aforesaid or whereby or by reason or means whereof the same or any part thereof are can, shall or may be charged encumbered, impeached or prejudicially affected in estate title or otherwise howsoever. **AND** the Owner and the Promoter hereby covenant with the Purchaser that the Owner and the Promoter shall and will unless prevented by fire or some other inevitable accident from time to time and at all times hereafter upon every reasonable request and at the cost of the Purchaser or any person or persons having or lawfully or equitably claiming through under or in trust for the Purchaser, his heirs, executors, administrators or assigns produce or cause to be produced to him or his Advocates or Solicitors or agents or at any trial hearing commission or examinations or otherwise as occasion shall required all or any of the deeds and writings by for the purpose of showing its title to the said plot and building or any part thereof and will permit the same to be examined, inspected or given in evidence **AND** all also at the like request and cost of the Purchaser or any such other person or persons as aforesaid deliver or cause to be delivered to them such attested or other copies or abstracts of or extracts from the said deeds and writings or any of them as they may require **AND** shall and will in the meantime unless prevented as aforesaid keep the said deeds and writings safe unobliterated and uncancelled.

2. The right of the Purchaser shall remain restricted to the said Unit and in no event the Purchaser shall be entitled to and hereby agree not to claim any right over and in respect of the other parts/portions of the said building other than the right to use the common parts and portions.

3. THE PURCHASER HEREBY FURTHER COVENANTS WITH THE OWNER AS FOLLOWS :

- a) The Purchaser shall always comply with all the provisions of the Agreement for Sale dated [.]
- b) The Purchaser shall abide by all the Laws, By-Laws of the maintenance Association.

4. All stamps, fees, registration charges and incidental expenses for and/or in relation to the conveyance of the said Unit or in relation thereto shall be borne and paid by the Purchaser.

THE FIRST SCHEDULE ABOVE REFERRED TO:
(SAID PREMISES)
(Part- I)

ALL THAT piece and parcels of Bastu land measuring 6 Cottahs 8 Chittaks together with 100 Sq.Ft. mully bamboo tiled shaded structure of R.S.Dag No.829 under R.S.Khaitan No. 332 appertaining to Mouja Barhansfartabad having a Rayati Sthitiban Satta, Pargana Medanmolla, Touji No.109, R.S. No.7, J.L. No.47, under Rajpur Sonarpur Municipality being Ward No. 24, at present Ward No.29, P.S.Sonarpur in the District 24-Parganas (South) butted and bounded:-

ON THE NORTH: Garia Station Road
ON THE SOUTH : Dag No.829
ON THE EAST : Dag No.830
ON THE WEST : Dag No.828

(Part-II)

ALL THAT piece and parcels of Bastu land measuring 6 Cottah 8 Chittaks 0 Sq.Ft. together with mully bamboo tiled shaded structure measuring 100 Sq.Ft. being portion of R.S. Dag Nos. 829 and 831 under Khaitan Nos.332 and 318 appertaining to Mouja-Barhansfartabad having a Rayati Sthitiban Satta, Pargana Medan Molla, Touji No.109, R.S. No.7, J.L. No.47, under Rajpur Sonarpur Municipality being Ward No.24, at present Ward No.29,P.S.Sonapur in the District -24-Parganas (South) butted and bounded:-

ON THE NORTH : R.S.Dag No.829
ON THE SOUTH : 833 & 832
ON THE EAST : Dag No.831
ON THE WEST : Dag No.828

(Part-III)

ALL THAT piece and parcels of Bastu land measuring 6 Cottah 8 Chittaks 16 Sq.Ft. together with mully bamboo tiled shaded structure measuring 100 Sq.Ft. being portion of R.S. Dag Nos. 830 and 831 under Khaitan No. 318 appertaining to Mouja-Barhansfartabad having a Rayati Sthitiban Satta, Pargana Medan Molla, Touji No.109, R.S. No.7, J.L. No.47, under Rajpur Sonarpur Municipality being Ward No.24, at present Ward No.29,P.S.Sonapur in the District -24-Parganas (South) butted and bounded:-

ON THE NORTH : Road
ON THE SOUTH : R.S.No.831
ON THE EAST : Dag No.830 (part)
ON THE WEST : Dag No.829

(Part-IV)

ALL THAT piece and parcels of Bastu land measuring 6 Cottah 8 Chittaks 00 Sq.Ft. being portion of R.S. Dag No. 831 under Khaitan No. 318 appertaining to Mouja-Barhansfartabad having a Rayati Sthitiban Satta, Pargana Medan Molla, Touji No.109, R.S. No.7, J.L. No.47, under Rajpur Sonarpur Municipality being Ward No.24, at present Ward No.29,P.S.Sonapur in the District -24-Parganas (South) butted and bounded:-

ON THE NORTH : Dag No.830,831 (part)

ON THE SOUTH : R.S.No.832

ON THE EAST : Dag No.854,855

ON THE WEST : Dag No.831.

(Part-V)

ALL THAT piece and parcels of Bastu land measuring 12 Decimals equivalent to 7 ^{1/4} Cottah of land out of 24 decimals of land being undivided ^{1/2} of 24 decimals of land being portion of R.S. Dag No. 832 under R.S. Khaitan No. 12 appertaining to Mouja-Barhansfartabad having a Rayati Sthitiban Satta, Pargana Medan Molla, R.S.No.7,Touzi No.109, J.L. No.47, under Rajpur Sonarpur Municipality being Ward No.24, at present Ward No.29,P.S.Sonapur in the District -24-Parganas (South) butted and bounded:-

ON THE NORTH : Dag No.829, 831

ON THE SOUTH : Dag No.834

ON THE EAST : Dag No.850,851

ON THE WEST : Dag No.833.

(Part-VI)

ALL THAT piece and parcels of Bastu land measuring 12 Decimals equivalent to 7 ^{1/4} Cottah of land out of 24 decimals of land being undivided ^{1/2} of 24 decimals of land being portion of R.S. Dag No. 832 under R.S. Khaitan No. 12 appertaining to Mouja-Barhansfartabad having a Rayati Sthitiban Satta, Pargana Medan Molla, R.S.No.7,Touzi No.109, J.L. No.47, under Rajpur Sonarpur Municipality being Ward No.24, at present Ward No.29,P.S.Sonapur in the District -24-Parganas (South) butted and bounded:-

ON THE NORTH : Dag No.829, 831

ON THE SOUTH : Dag No.834

ON THE EAST : Dag No.850, 851

ON THE WEST : Dag No.833.

THE SECOND SCHEDULE ABOVE REFERRED TO :

ALL THAT residential/commercial Unit bearing No. [.] on the [.] Floor of the building commonly known as “**NEER**” containing a carpet area of [.] Sq. Ft., equivalent to [.] Sq. Ft. Built up area and [.] Sq. Ft. Super Built up area, delineated with **RED Ink** in the Map/Plan annexed hereto **TOGETHER WITH [.]** covered/uncovered Independent Car Parking Space on the Basement/Ground Floor delineated with **GREEN Ink** in the Map/Plan annexed hereto in the SAID PREMISES being Premises No. 1411, Garia Station Road, P. O. Garia, P. S. Sonarpur, Ward No. 29, Kolkata-700 084.

IN WITNESS WHEREOF the parties have put their signatures hereunto on the day, month and year first above written.

SIGNED, SEALED AND DELIVERED by
the Owner at Kolkata in the
Presence of :

SIGNED, SEALED AND DELIVERED by
the Promoter at Kolkata
in the Presence of :

SIGNED, SEALED AND DELIVERED by
the Purchaser at Kolkata in the
Presence of :

Drafted by

MONEY RECEIPT & MEMO OF CONSIDERATION

RECEIVED of and from the within named Purchaser within mentioned sum of Rs.. [.] (Rupees [.]only) being total consideration under these presents as follows :

PARTICULARS

Unit Consideration (A)			
Mode	Date	Drawn on	Amount
Rtgs/Cheque No.			
Total (A)			Rs.
Add: Total TDS under Income Tax Act, 1961 (B)			Rs.
Add: Discount provided (C)			Rs.
Total (A+B+C)			Rs.
Less: Service Tax / GST (As applicable) (D)			Rs.
Total (A+B+C-D)			Rs. =====

(Rupees

only)

WITNESSES :

OWNER

PROMOTER

DATED THIS DAY OF, 20..

- BETWEEN -

ADCO CONSTRUCTIONS PVT. LTD.

... OWNER

AND

INDICON ESTATES PVT. LTD.

... PROMOTER

AND

.....PURCHASER

DEED OF CONVEYANCE

**ANIL CHOUDHURY, Advocate
C/o. Choudhury & Co., Advocates
10, Old Post Office Street,
Ground Floor, Room No.12,
Kolkata-700 001.**