

DEED OF CONVEYANCE

This Deed of Conveyance made on this _____ day of _____ 20____.

By and Between

Sri Samir Mukherjee, (PAN-AELPM1559H), son of late Nihar Ranjan Mukherjee, aged about 60 years, proprietor of firm, namely **MUKHERJEE CONSTRUCTION**, having its office at 48, Sarat Bose Road, P.S.-Dum Dum, P.O.-Rabindra Nagar, District- North 24 Parganas, Kolkata - 700065, or hereinafter called the "**Vendor-cum-Promoter**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-ininterest and permitted assigns);

AND

Mr. _____ / Ms. _____, son/daughter of _____, aged about _____, residing at _____ (PAN _____) hereinafter called the "**Purchaser**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assigns).

AND

(1) **Smt. Dolly Banerjee**, (Aadhaar no.), (PAN-AWVB9908K), wife of late Kshemankar Banerjee, aged about 74 years,

(2) Sri Dipankar Banerjee, (Aadhaar no.), (PAN-AGKPB5391B), son of late Kshemankar Banerjee, aged about 51 years,

Both residing at 240, Sarat Bose Road, P.S.- Dum Dum, P.O.- Rabindra Nagar, Kolkata 700065

(3) Smt. Somali Bhattacharyya, (Aadhaar no.), (PAN-AYNPB7975J), wife of Sri Manoj Bhattacharjee, aged about 47 years, residing at 14/1, R.B.C. Road, P.S. & P.O.- Dum Dum, Kolkata 700028,

(4) Smt. Sati Lakshmi Ganguly, (Aadhaar no.), (PAN-ADJPG7543E), wife of Sasanka Sekhar Ganguly, aged about 80 years, residing at 11, Subhas Nagar, Second Bye Lane, P.S.- Dum Dum, P.O.- Rabindra Nagar, Kolkata 700065,

All (1) to (4) by faith Hindu, by Nationality Indian, hereinafter referred to as the "**Owners**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors or successors-in-interest and assigns);

The Vendor-cum-Promoter, the Purchaser and the Owners shall hereinafter collectively be referred to as the "Parties" and individually as a "Party".

WHEREAS:

- A. One Sri Benoy Bhusan Chakraborty was the owner of land area measuring 2 Cottahs 6 Chittacks 22 sq. ft more or less at Mouza - Digla, P.S. Dum Dum, Dag No. 526, Khatian No. 590 and Sri Benoy Bhusan Chakraborty by a registered Deed of Conveyance dated 03.08.1987 registered at the office of A.D.S.R. Cossipore Dum Dum, recorded in Book No.I, volume no, 72 pages from 273 -284 being No. 3648 for the year 1987 sold and transferred land measuring an area 2 Cottahs 6 Chittacks 22 sq.ft .more or less at Mouza, P.S. Dum Dum, Dag No.526.-:Khatian No.590 to Kshemankar Banerjee.
- B. The said Khemankar Banerjee died intestate on 03.01.2003 leaving behind him his wife Smt Dolly Banerjee, one son Sri Dipankar Banerjee and one daughter Somali Bhattacharjee as his legal heirs inherited the property left by him.
- C. One Sri Bibhuti Bhusan Chakraborty was the owner of land area measuring 2 Cottahs 6 Chittacks 22 sq. ft more or less at Mouza - Digla, P.S. Dum Dum, Dag No. 526, Khatian No. 590 and Sri Bibhuti Bhusan Chakraborty by a registered Deed of Conveyance dated 03.08.1987 registered at the office of A.D.S.R. Cossipore Dum Dum, recorded in Book No.I, volume no, 72 pages from 285 -294 being No. 3649 for the year 1987 sold and transferred land measuring an area 2 Cottahs 6 Chittacks 22 sq.ft .more or less at Mouza, P.S. Dum Dum, Dag No.526, Khatian No.590 to Smt. Sati Lakshmi Ganguly.
- D. The said Smt Dolly Banerjee, Sri Dipankar Banerjee, Somali Bhattacharjee and Smt. Sati Lakshmi Ganguly, being the Owners herein, jointly amalgamated their aforesaid property by virtue of a registered Deed of Amalgamation which was executed and registered on 27.12.2017 and the same was copied in Book No. I, Volume No. 1506-2018, Pages 3024 to 3042, Being No. 0614 for the year 2017 at the Office of the Additional District Sub-Registrar, Cossipore, Dum Dum and jointly applied before the

Chairman, South Dum Dum Municipality for amalgamating of their respective plots of total lands measuring 4 Cottahs 12 Chittaks 44 Sq.Ft. more or less marked being Holding Nos. 467 & 466, Sarat Bose Road, Kolkata — 700065, into one Holding No. 467, Sarat Bose Road, Kolkata — 700065, described in Schedule A ("SAID LAND").

- E. The said Owners entered into a development agreement with the Vendor-cum-Promoter by virtue of Development Agreement Deed which was executed and registered on 26.12.2017 and the same was copied in Book No. I, Volume No. 1506-2018, Pages 2040 to 2070, Being No. 0572 for the year 2017 at the Office of the Additional District Sub-Registrar, Cossipore, Dum Dum.
- F. The said Owners appointed /authorized the Vendor-cum-Promoter as their Lawful constituted Attorney by virtue of 'Development Power of attorney after registered development agreement' which was executed and registered on 27.12.2017 and the same was copied in Book No. I, Volume No. 1506-2018, Pages 3061 to 3084, Being No. 0616 for the year 2017 at the Office of the Additional District Sub-Registrar, Cossipore, Dum Dum.
- G. The Vendor-cum-Promoter has obtained the sanctioned plan and approvals for the Project and also for the apartment from South Dum Dum Municipality. The Vendor-cum-Vendor-cum-Promoter has registered the Project under the provisions of the Act with the West Bengal Housing Industry Regulatory Authority at _____ on _____ under registration no. _____.
- H. The Purchaser, after satisfying himself/herself/itself/ themselves about the title of land, the rights of the Vendor-cum-Promoter and after inspection of the Plan designs and specifications prepared by the Vendor-cum-Promoter's Architects and sanctioned by the competent authorities in respect of the said Project and all other permissions necessary for construction and development of the Project, had applied for an apartment in the Project vide application dated _____ and has been allotted the apartment measuring a carpet area of _____ sq. ft. together with a balcony area of _____ sq. ft. (built up area of _____ sq. ft.) be the same a little more or less with attached terrace area of _____ sq. ft., being Flat No. _____ on _____ floor in the Building together with the right to use _____ nos. Open/Covered/Mechanical Car Parking Space (dependent/ independent) on the _____ level of the Building/Project TOGETHER WITH the proportionate share in all common parts portions areas and facilities to comprise in the said Building and the right to use the common areas/common parts and facilities in common more fully and particularly mentioned and described in the SCHEDULE C hereunder written AND TOGETHER WITH undivided proportionate impartible share or interest in the land underneath the said building appurtenant thereto more fully and particularly mentioned and described in the SCHEDULE A hereunder written AND TOGETHER WITH all easement rights over all common portions in the said entire land and building for which the Vendor-cum-Promoter and the Owners have agreed to sell and transfer, free from all encumbrances, charges, liens, *lis pendens*, attachments trusts whatsoever or howsoever for the consideration unto and in favour of the Purchaser for the consideration and subject to the terms and conditions hereinafter appearing.

- I. That by an Agreement for Sale dated _____ the Vendor-cum-Promoter and the Owners have entered into a Sale Agreement with the Purchaser herein for sale/allotment of a Residential Apartment more fully and particularly mentioned and described in the SCHEDULE B herein under and by executing and registering this Deed of Conveyance the Vendor-cum-Promoter and Owners are conveying/transferring/selling the said Apartment in favour of the Purchaser forever and absolutely more fully and particularly mentioned and described in the SCHEDULE B herein under.

NOW THEREFORE in furtherance to receipt of the Sale Consideration, the Parties are executing this Deed of Conveyance for recording the sale, conveyance and transfer of the Apartment along with proportionate undivided interest in the Common Areas and exclusive right to use and occupy the Car Park Space (if any), absolutely and forever, in favour of the Purchaser on the terms and conditions mutually agreed by and between the Parties and contained in this Deed of Conveyance.

1. In consideration of the payment of the sale consideration of Rs. _____/- (Rupees _____ only) ("Sale Consideration") and the other amounts by the Purchaser in terms of the Agreement For Sale dated _____ and in consideration of the adherence to and compliance with various terms, conditions, covenants and obligations of the Purchaser stated in this Deed of Conveyance, the Apartment is hereby sold, conveyed and transferred in favour of the Purchaser absolutely and forever, free from all encumbrances, along with proportionate undivided interest in the Common Areas and exclusive right to use and occupy the Car Park Space more fully and particularly mentioned and described in the SCHEDULE B herein under together with undivided proportionate impartible share or interest in the said entire land underneath along with the said building more fully and particularly mentioned in the SCHEDULE A hereunder written with all easement rights over all common portions in the said Building and Land.
2. The Purchaser shall be entitled TO HAVE AND TO HOLD the said Apartment hereby granted, sold, conveyed, transferred, assigned, assured or expressed or intended so to be with all rights and appurtenances belonging thereto unto and to the use of the Purchaser absolutely and forever in the manner not inconsistent with his rights hereunder subject to the Purchaser not committing any breach, default or violation and subject to the Purchaser not creating any hindrance relating to any of the rights and/or entitlements of any other Apartment Buyer/Owners and/or the Promoter.
3. It is clearly understood by the Purchaser that the Purchaser shall at no time have the ownership or title over the Car Park Space, save and except for the exclusive right to use and occupy the same, which allotted for himself or for his visitors. It is made clear by the Promoter and the Purchaser agrees that the Apartment along with covered parking shall be treated as a single indivisible Apartment for all purposes. It is agreed that the Project is an independent, self-contained project covering the Project Lands and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Purchaser. It is clarified that common areas/services/facilities of the Project shall be available for use and enjoyment of all buyers of the Project.

SCHEDULE 'A'

ALL THAT piece and parcel of bastu land measuring 4 Cottahs 12 Chittaks 44 sq.ft. more or less along with multi-storied building standing thereon lying and situated at Holding No. 467, Sarat Bose Road, Kolkata — 700065, comprised in Mouza-Digla, J.L. No.18, R.S. No. 161, Touzi No. 173, within the municipal limits of South Dum Dum Municipality, Ward No. 6, P.S. Dum Dum, District; North 24-Parganas under A.D.S.R. Cossipore Dum Dum, along with all rights of common passages and right of egress and ingress, delineated in Red marked in the Map or Plan annexed hereto and butted and bounded by :

ON THE NORTH:- By Nihar Ranjan Mukherjee;

ON THE SOUTH:- By common passage thereafter Chanchal Chatterjee:

ON THE EAST:- By Road;

ON THE WEST:- By Kali Prosad Basu.

OR HOWSOEVER OTHERWISE the same may be butted and bounded, known number, called described and / or distinguished.

SCHEDULE 'B'

DESIGNATED APARTMENT : ALL THAT piece and parcel of one self contained Flat No. _____ on the Floor at _____ side in the Block - _____, lying and situated at Holding No. 467, Sarat Bose Road, Kolkata — 700065, Ward No. 6, P.S. Dum Dum, consisting of _____ bed rooms, _____ toilets, _____ kitchen, _____ drawing-cum-dining room, _____ balcony having covered area _____ sq.ft., stair & lift area _____ Sq.Ft. and 25% service area _____ Sq. Ft. more or less i.e. total superbuilt up area _____ Sq.Ft. more or less of the building lying and situated demarcated portion of the property fully described hereinabove in Schedule A on which the said building is erected and built and also rights and obligations in respect of common areas and facilities along with right of easement in all common areas available under the provisions of the West Bengal Apartment Ownership Act, 1972.

PARKING: _____

OPEN TERRACE: _____

SCHEDULE C

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Deed of Conveyance at _____ in the presence of attesting witness, signing as such on the day first above written.

SIGNED AND DELIVERED BY THE

WITHIN NAMED VENDOR-CUM-PROMOTER:

SIGNED AND DELIVERED BY THE
WITHIN NAMED PURCHASER/S:

SIGNED AND DELIVERED BY THE
WITHIN NAMED OWNERS: