

DEED OF CONVEYANCE

THIS DEED OF CONVEYANCE is made on this _____ day of
_____ 2018 (Two Thousand Eighteen)

BETWEEN

RADICAL NIRMANS PRIVATE LIMITED (PAN AADCR5694P), a Private Limited Company incorporated under Indian Companies Act, 1956, having its registered office at 78, Bentinck Street, Post Office – GPO Kolkata, Police Station - Bow Bazar, Kolkata 700 - 001, represented by one of its Directors, namely, MAYANK TODI (PAN – ABVPT 0085C) son of Sri Bimal Todi, by religion - Hindu, Nationality – Indian, by occupation Business, residing at 67, Gobindopur Road, P. S. and P.O. Lake, Kolkata 700 045 hereinafter referred to as the "DEVELOPER" (which term or expression shall, unless excluded by or repugnant or contrary to the subject or context, be deemed to mean and include its successors-in-business/ interest, administrators and assigns) of the FIRST PART,

AND

_____ (PURCHASERS DETAILS) of the
SECOND PART:

AND

(1) RADICAL NIRMAN PVT. LTD. (PAN-AADCR 5694P) a Private Limited Company, incorporated under Indian Companies Act, 1956, , having it's Office at 78, Bentick Street, P.O- G.P.O Kolkata , P.S. Bowbazar, Kolkata 700 001, represented by one of it's Director SRI MAYANK TODI son of Sri Bimal Kumar Todi, by faith Hindu, by occupation Business, by Nationality Indian, residing at 67, Gobindopur Road, P.O & P.S. Lake, Kolkata 700 045, District 24 Parganas (South), (2) TODI INFRASTRUCTURE PVT LTD., (PAN – AACCT 8548F) a Private Limited Company, incorporated under Indian Companies Act, 1956, , having it's Office at 78, Bentick Street, P.O- G.P.O Kolkata , P.S. Bowbazar, Kolkata 700 001, represented by one of it's Director SRI ADITYA TODI son of Late Satya Pal Todi, by faith Hindu, by occupation Business, by Nationality Indian, residing at 49/51, Prince Gulam Md. Shah Road, Kolkata 700 033, P.S. Jadavpur, P.O- Tollygunge, hereinafter referred to as the "OWNERS" (which term or expression shall, unless excluded by or repugnant or contrary to the subject or context, be deemed to mean and include its successors-in-business/ interest, administrators, successors-in-office and assigns) of the THIRD PART

-AND-

WHEREAS in the Year 1974 dated 9.10.1974 one Sri Satya Kinkar Biswas purchased ALL THAT piece and parcel of 20 Decimals of land lying and situated in R.S. Khatian No. 54, R.S. Dag No. 696, from it's predecessor Owner Smt. Basanti Biswas by virtue of a registered Deed of Sale at or for

consideration price written therein duly registered in the Office of SR at Sonarpur and incorporated therein in Book No. 1, Volume No. 66, Pages 139 to 141, Being No. 4176 for the Year 1974.

AND WHEREAS due course of time the then Owner Satya Kinkar Biswas transferred the said land unto in favour of his son Sri Biswajit Biswas by virtue of registered Deed of Gift duly registered in the Office of ADSR at Sonarpur dated 1.6.1981 and incorporated therein in Book No. 1, Volume No. 42, Pages 277 to 281, Being No. 2798 for the Year 1981.

AND WHEREAS thereafter the aforesaid Biswajit Biswas for his urgent need of money transferred a portion of the said land being the Land Measuring 2 Cottahs lying in R.S. Dag No. 696, Being Plot No. 64, unto in favour of one Rup Kumar Bose by virtue of a Registered Deed of Sale duly registered in the Office of ADSR at Sonarpur dated 5.4.1994 being Deed No. 1011 for the Year 1994.

AND WHEREAS it is also more fully stated that an area of land measuring 25 Decimals lying in R.S. Khatian No. 85, R.S. Dag No. 692, was owned by aforesaid Satya Kinkar Biswas by succession from it's predecessor and while enjoying the same after paying relevant taxes outgoings the said Satya Kinkar Biswas transferred the said land unto in favour of its son Sri Biswajit Biswas by virtue of registered Deed of Gift duly registered in the Office of ADSR at Sonarpur dated 1.6.1981, and recorded therein in Book No. 1, Volume No. 42, Pages 277 to 281, Being No. 2798 for the Year 1981. Thereby said Biswajit Biswas entitled to the said Land lying in Dag No. 692 along with the land measuring 20 Decimals and other lands lying in Dag No.

696, thereby in the Year 1984 dated 5.4.1994. The said Biswajit Biswas transferred an area of 1 Cottah 8 Chittacks 25 sq.ft. of land lying in R.S. Dag No. 692 and transferred 1 Cottah 10 Chittack of land lying in R.S. Dag No. 696, in total land measuring 3 Cottah 2 Chittacks 25 sq.ft. being Plot No. 63 unto in favour of Smt. Sadhana Ghosh Dostidar, by virtue of registered Deed of Sale recorded in the Office of ADSR at Sonarpur, being No. 1013 for the Year 1994.

AND WHEREAS in the aforesaid manner said Rup Kumar Bose and said Smt. Sadhana Ghosh Dostidhar jointly entitled to ALL THAT landed property measuring more or less 5 Cottahs 2 Chittack 25 sq.ft. in total being Scheme Plot No. 63 & 64, lying in Mouza Ramchandrapur, R.S. Khatian No. 54 and 85, R.S. Dag No. 692 & 696, within P.S. Sonarpur, District 24 Parganas South.

AND WHEREAS in due course of time two separate Owners namely Rup Kumar Bose and Smt. Sadhana Dostidar entitled their respective measurement and separate Plot Numbers of the land lying side by side as per their mutual understanding their benefits jointly and individually sold, transferred their respective land making into a single land measuring more or less 5 Cottahs 2 Chittacks 25 sq.ft. (3 Cottahs 10 Chittacks plus 1 Cottah 8 Chittacks 25 sq.ft.) unto in favour of the Vendors herein at or for consideration price written therein by virtue of registered Deed of Sale duly registered in the Office of ADSR at Sonarpur and incorporated in book No. 1, C.D. Volume No. 13, Pages 3569 to 3586, Being No. 04503 for the Year 2010 of the said Office.

AND WHEREAS as aforesaid the son of Satya Kinkar Biswas namely Biswajit Biswas entitled to 20 Decimals of land along with other land got from his father by virtue of Gift further more it is pertinent to mentioned here that one Atul Chandra Biswas during his life time entitled to vast area of landed property lying in R.S. Khatian No. 85, 86 and 54, and after his death his two sons, two daughters and only wife namely Satya Kinkar Biswas, Amar Chandra Biswas, Bimala Koyal, Nirmala Naskar and Ananda Moyee Biswas entitled to the said property left by deceased Atul Chandra Biswas.

AND WHEREAS said Amar Chandra Biswas died intestate un-married and issueless as such the mother of deceased Amar Chandra Biswas entitled to the property left by her son their by said Anandamoyee Biswas, Bimala Koyal, Nirmala Naskar transferred their respective share of the undivided property unto their favour son and brother namely said Satya Kinkar Biswas who after becoming the sole Owner of the property transferred the entire land unto in favour of his son Sri Biswajit Biswas in the Year 1981 by virtue of registered Deed of Gift recorded in the Office of Sonarpur, being No. 2798 for the Year 1981.

AND WHEREAS the said Biswajit Biswas improved the total land after making proper arrangement for common path and passage and other facilities in respect of the land lying in R.S. Dag No. 692 and 696, it is also pertinent to mentioned herein that one Jayanta Banerjee was registered Agreement Holder of the property, which agreement was registered in the Office of S.R. Sonarpur, vide No. 5607 dated 21.7.1993 as such the said Jayanta Banerjee and Owner of the property Biswajit Biswas transferred and sold ALL THAT

total 5 Cottahs 13 Chittacks 25 sq.ft. of land out of which 1 Cottah 4 Chittacks lying in R.S. Dag No. 696, being Plot No. 61, and 1 Cottah 7 Chittacks lying in the Plot No. 62, duly registered in the Office of ADSR at Sonarpur, Being No. 51 for the Year 1995 and also transferred 1 Cottahs 8 Chittacks and 1 Cottah 10 Chittacks 25 sq.ft. by virtue of a registered Deed of Sale, being No. 1009 for the Year 1994 in such manner the then Owner Anita Chatterjee became the absolute sole Owner in respect of total land measuring more or less 5 Cottah 13 Chittacks 25 sq.ft.

AND WHEREAS duly said predecessor Owner Smt. Anita Chatterjee for her urgent need of money sold, transferred and conveyed the total land 5 Cottahs 13 Chittacks 25 sq.ft. being Scheme Plot No. 61 and 62, lying Dag No. 692 and 696, unto in favour of present Vendors by virtue of a registered Deed of Sale duly registered in the Office of ADSR at Sonarpur and recorded therein in Book No. 1, C.D. Volume No. 26, Pages 1977 to 1991, Being No. 10333 for the Year 2010.

AND WHEREAS after such purchased said the then Vendor transfer the said plot of land to Todi Infrastructure Pvt. Ltd. and Radical Nirman Pvt. Ltd. through a registered Deed of Sale which was registered in the Office of DSR -IV at Alipore and recorded therein vide Book No. 1, C.D. Volume No. 12, Pages 288 to 311, Being No. 02078 for the Year 2014 of the said Office.

AND WHEREAS the Owners retain the absolute right title over the same and to enter into any Agreement or transaction with any Part without any objection or obstruction from any corner whatsoever.

being Flat No. _____ alongwith a covered car parking space, measuring more or less 100 sq.ft. lying on the ground floor of the said building at , P.S. Sonarpur under R.S Dag No. 696 and 692, R.S Khatian No. 54 & 85 corresponding to L.R.Khatian No. 2657 and 2658 and L.R.Dag No. 787 & 783, J.L No.58, R.S No.196, Touzi No. 110 within Mouza Ramchandrapur under Bonhooghly-1 Gram Panchayat, District -24 Parganas(S) and as per such intention an Agreement for Sale made between the parties on _____ or for Rs. _____/- (Rupees _____) only as full and final consideration price togetherwith all fittings and fixtures along with all easement and common rights, free from all encumbrances and charges, absolute and forever. And as per the said Agreement for Sale the Purchasers paid certain amount and shall pay the balance consideration price by their Indenture on receipt of the full consideration price as per Memo of Consideration written hereunder, the Vendor / Developer jointly and severally do hereby acquit, release, sale, transfer and convey the SCHEDULE -B hereunder property in favour of the Purchasers absolutely and forever in the following manner.

Be it stated that the property written in the Schedule -B hereunder that is the subject matter of Sale Deed remains to be Developer Allocation and the Developer is well entitled to sale the property it's discretion without any sort of objection whatsoever.

NOW THEIR INDENTURE WITNESSETH as follows: -

That in pursuance of the said Agreement for Sale dt. _____ and in consideration of a said total sum of Rs. _____/- (Rupees _____) only well and truly paid by the Purchasers herein to the Developer herein, the

receipt whereof the Developer doth hereby admit and acknowledge and release and discharge the Purchasers from the said amount and every part thereof, and the Vendor and the Developer doth hereby indefeasibly grant, convey, sell, transfer, assign and assure confirm unto the Purchasers free from all encumbrances and other defects in title ALL THAT residential flat lying on the _____ Floor, _____ side, measuring more or less _____ sq.ft. super built up area, being Flat No. ____ alongwith a covered car parking space, measuring more or less 100 sq.ft. lying on the ground floor of the said building at P.S. Sonarpur under R.S Dag No. 696 and 692, R.S Khatian No. 54 & 85 corresponding to L.R.Khatian No. 2657 and 2658 and L.R.Dag No. 787 & 783, J.L No.58, R.S No.196, Touzi No. 110 within Mouza Ramchandrapur under Bonhooghly-1 Gram Panchayat, District -24 Parganas(S) togetherwith undivided proportionate share of land underneath the building, messuage hereditaments alongwith all common easement rights and facilities over the common areas, spaces, passages, entrances etc. togetherwith common user right of common civic amenities installed in the said building more fully and particularly described in the SCHEDULE "B" and respective Schedules hereunder written and the said flat shown in the Map or Plan hereto annexed and delineated with "RED" border, and with full ownership of all doors, windows, fittings, fixtures both sanitary and electrical of the said flats and covered car parking space and also togetherwith benefits, rights, liberties, and right of support and easement appurtenances and rights of ingress and egress and the right to use of the common areas and facilities in the said premises marked as common areas and facilities in common with the other flat owners or lawful occupiers of the said building as set out in the SCHEDULE "C" hereunder written or Howsoever otherwise the said flat called

known numbered described and distinguished TO HAVE AND TO HOLD the said flat and covered car parking space including undivided proportionate impartible share of said land hereby granted, transferred and conveyed or expressed so to be unto and to the use of the Purchasers absolutely and forever subject nevertheless to the covenants and conditions including respective rights, duties and obligations to be enjoyed, performed and carried out by the Purchasers and the Vendors and the Developer DOTH hereby covenant with the Purchasers that notwithstanding any acts, deeds, matters things whatsoever by the Developer/ Vendors or any person lawfully or equitably claiming by, from, through, under or in trust for them made, done committed or omitted or knowingly suffered to the contrary the Vendors now have themselves good, right, full power and absolute authority to grant sell, transfer, convey, assure, assign, gift, mortgage, lease, let out or dispose of the said flat and covered car parking space with vacant possession togetherwith the proportionate right title and interest in the said plot of land / premises hereby granted, transferred, conveyed and assured and intended /expressed so to be unto and to the use of the Purchasers in the same manner aforesaid and it shall be lawful for the Purchasers from time to time and at all times hereafter peaceably and quietly to enter upon, possess and enjoy the said flat and every part thereof with every right to sell, convey, transfer, gift, bequeath or anywise transfer or alienate the said flat and to receive all rents, issues and profits thereof and of every part thereof to and for their own use and benefit without any suit, lawful eviction, interruption, claim and demand whatsoever from or by the Vendors / Developer that free and clear and freely and clearly and absolutely acquitted exonerated and forever discharge or otherwise by the Vendors and Developer well and sufficiently save defended and kept

harmless and indemnified of from and against all former and other estate, taxes, titles, charges and encumbrances whatsoever, had made executed, occasioned or suffered by the Vendors and the Vendors or any other person or persons lawfully or equitably claiming or to claim by from under or in trust for them AND further that the Vendors and all persons having or lawfully or equitably or by any other person or persons lawfully or equitably claiming or to claim by under or in trust for them and claiming any estate or interest whatsoever in the said flat or any of them or any part thereof from under or in trust for the Vendors shall and will from time to time and at all times hereafter at the costs and requests of the Purchasers, do execute and perform or cause to be done and performed all such further and other lawful reasonable acts, deeds, things and assurances in respect of the said flat and covered car parking space whatsoever for further and more perfectly assuring the said flat and covered car parking space and every part thereof described in SCHEDULE "B" hereunder written unto and to the Purchasers in the manner aforesaid as by the Purchasers shall be reasonably required.

IT IS HEREBY AGREED BY AND AMONG THE PARTIES HERETO

as follows: -

1. The Purchasers shall have the right to obtain all the necessary connection and / or lines/ amenities for the use and enjoyment of the said flat and covered car parking space hereby purchased.
2. The Purchasers and / or their agent or agents, shall have the right of access to the top roof of the said building for the purpose of common use without causing any inconvenience to the other owners and / or occupiers of

the said building and the Purchasers shall have the common right of user and enjoyment of the roof / terrace and water reservoir on the roof and also mentioned in the SCHEDULE "C written hereunder.

3. The Purchasers and their employees, visitors and agents shall have the right of ingress in and egress out of the said flat and covered car parking space through staircase, stair landings, corridors and passages to the main entrance and / or the road.

4. The Purchasers or their servants and agents shall not in anyway obstruct or cause to be obstructed the common passage, landings, areas, roofs or staircase of the building nor store therein any rubbish or other materials, goods, articles and or furniture nor shall do or cause to be done or allow any act, deed, matter or thing whereby the use and enjoyment of the common parts, the common amenities and the common convenience of the said building be in any way prejudicially affected or vitiated.

5. The Purchasers or any occupiers of the said flat and covered car parking space shall not demolish or remove or cause to be demolished or removed any structures, roof, ceilings, outer walls in or about the said flat PROVIDED THAT nothing herein contained shall prevent the Purchasers or the occupiers to decorate the said flat and / or repair and / or replace any fixtures and fittings worn out doors, windows and grills or to fix the exhaust fans, ventilator, air conditioning and air cooler machines and to effect such other repairs as may be necessary for the use occupation and enjoyment of the said flat and covered car parking space.

6. It is hereby agreed and declared that the interest of the Purchasers in the said land and building is impartible and the Purchasers shall at no point of time demand partition of their said flat and car parking space or interest in the undivided common areas of the said building.

7. The Purchasers shall maintain at their own costs the said flat and covered car parking space and shall abide by all the laws, bye laws, rules and regulations of the Government, Bonhooghly -1 Grampanchayat and the rules and regulations of West Bengal Apartments Ownership Act, 1972 or any other authorities and local bodies and shall attend, answer and be responsible for all violations and breach of any of the laws or rules and regulations and shall observe and perform all the terms and conditions herein contained.

8. The Purchasers shall not keep nor store in the said flat and covered car parking space any inflammable or combustible articles or any offensive articles or any other articles issuing bad smell nor shall the Purchasers do anything, which shall be or constitute any nuisance or annoyance to other flat Owners in the said building. The Purchasers can, however, keep in store kerosene oil, LPG Gas etc. for domestic use.

9. The Purchasers shall not throw or accumulate any dirt, rubbish, garbage in the Purchasers's flats or in the compound or any portion of the building and the premises and shall not light or burn coal, coke or charcoal in the common areas in the said premises.

10. That an Association of the flats Owners would be/ may be formed for the management of the said building /premises and for the common purposes and of which the Purchasers shall be / may be a member and the Purchasers

shall co-operate in such formation of the association and bear and pay the proportionate share of the costs of formation and the expenses for the association and upon formation of the Association the Purchasers shall observe and perform all the rules and regulations of the association as may be adopted from time to time and at all times for protection, maintenance, and occupation of the said building premises.

11. The Purchasers shall pay their proportionate share towards all outgoings in respect of the said flat and covered car parking space also for the proportionate share of monthly maintenance charges and for service and maintenance of the common parts, common amenities, common easement etc. more fully described in SCHEDULE "D" written hereunder.

12. The said flat and covered car parking space has separately assessed for municipal taxes in the name of the Purchasers and he shall pay the proportionate share of the municipal taxes, rates etc. relating to their said flat and covered car parking space.

13. The Purchasers shall not do any act or thing which may render void or voidable any insurance of the said building in which the flat and covered car parking space situated or any part thereof or whereby the premium payable in respect of the said insurance is likely to be affected by adverse enhancement.

14. That upon registration the Purchasers shall confirm such mutation in their name as Owner of the said flat and covered car parking space in the records of the Bonhooghly -1 Grampanchyat and shall pay the other common expenses and taxes regarding the building till the said flat and covered car parking space are separately mutated in the name of the Purchasers.

15. The Purchasers shall not decorate and / or paint the exterior of the said building / flat, doors, windows, grills, etc. otherwise than in a manner agreed by the Flat Owners' Association but can do so in a manner as near as may be in which it was previously decorated.

16. That the Developer declare that he has not encumbered or made affected to the interest in estate title, otherwise in the property mentioned in SCHEDULE "B" written hereunder and which is the subject matter of their Deed of Conveyance and also is the Developer's Allocated portion and their conveyance is being made according to their sweet will and eager intention duly executed by the Developer / Vendors herein.

SCHEDULE "A" ABOVE REFERRED TO:

(The Entire Land)

ALL THAT the piece and parcel of bastu land measuring an area of 11 Cottahs 5 Sq.ft. more or less, along with G + four storied building standing thereon lying and situate in P.S. Sonarpur under R.S Dag No. 696 and 692, R.S Khatian No. 54 & 85 corresponding to L.R.Khatian No. 2657 and 2658 and L.R.Dag No. 787 & 783, J.L No.58, R.S No.196, Touzi No. 110 within Mouza Ramchandrapur under Bonhooghly-1 Gram Panchayat, District -24 Parganas(S) which is butted and bounded as follows:-

ON THE NORTH By Plot No. 60 & 65.

ON THE SOUTH By 16 ft. wide Road

ON THE WEST By Part of R.S. Dag No.692 & 696

ON THE EAST By 23. ft. wide Road

THE SCHEDULE "B" ABOVE REFERRED TO:

(Description of the Flat and a covered car parking space)

ALL THAT residential flat lying on the _____ Floor, _____ side, measuring more or less _____ sq.ft. super built up area, tiles flooring, being Flat No. _____ alongwith a covered car parking space, measuring more or less 100 sq.ft. cemented flooring , lying on the ground floor of the said building at P.S. Sonarpur under R.S Dag No. 696 and 692, R.S Khatian No. 54 & 85 corresponding to L.R.Khatian No. 2657 and 2658 and L.R.Dag No. 787 & 783, J.L No.58, R.S No.196, Touzi No. 110 within Mouza Ramchandrapur under Bonhooghly-1 Gram Panchayat, District -24 Parganas(S), consisting of three bedrooms, one drawing cum dining, one kitchen, two toilets, verandah, togetherwith the undivided proportionate share of land with right to use the common facilities such as roof, stairs and stair cases, swear and sewerages, path, underground and overhead water reservoir, pump room, care taker room, septic tank, boundary wall, lift, outer wall, rain pipe and rain water pipes and other facilities within the SCHEDULE "A" property.

THE SCHEDULE "C" ABOVE REFERRED TO

(Common Area)

1. The foundation, columns, beams support, corridors, lobbies, stairs, stairways, landings, entrances, roof, exists, pathways and drive ways, Lift facilities from ground floor to top floor.

2. Water Sewerage and drainage connection pipe from the units to drain and sewers common to the premises.
3. Drains and Sewers from the premises to the Duct/septic tank.
4. Boundary walls of the premises including outside of the walls of the building and main gates.
5. Water pump, overhead tank and undergrounds water reservoirs water pipes and other common plumbing installation and space required thereto.
6. Electrical wiring meters and fittings and fixtures for lighting the staircases lobby and other common areas (excluding those as are installed for any particular unit) and spaces required therefore.
7. Window /door/grills and other fittings of the common areas of the premises.
8. Water pump and motor and its allied accessories and room.

THE SCHEDULE "D" ABOVE REFERRED TO:

(Common Expenses and Facility)

1. All costs of maintenance, operations, repairs, replacements, services and white washing painting, rebuilding, re-constructing, decorating, redecorating of all other common areas /parts its fixtures, fittings, electrical wiring and equipments in under the building enjoyment or used common by the occupiers of the building after handover the flat.
2. The salaries and other expenses incurred for and payable to any person employed for common purposes including security, electrician, maintenance, plumber, administration of the building, accountant, clerks, gardeners, sweepers etc.

3. Insurance premium for insuring the building and installation and every part thereof against earthquake, damages, fire lightning, mob violence, civil commotions etc. if incurred.
4. Expenses for supplied for common utilities, electricity, water charges etc. payable to any concerned authorities and /or organization and payment of all charges incidental thereto.
5. Municipal and other rates and taxes and levies and all others outgoings save those would be separately assessed and / or incurred in respect of any unit or portion of land.
6. Costs and establishment and operation charges of the Developer of the association of the co-operation society or private limited company relating to common purposes.
7. All such other expenses and outgoings as are deemed by the Vendor / Developer and /or the association or co-operative society or private limited company to be necessary for or incidental thereto.
8. Electricity Expenses for lighting all the common parts outer walls of the building parking space and for operation of all the common areas.
9. That the deep tube well facilities shall be used by the occupiers of said multi storied building.
10. That 100% of the ultimate roof or terrace shall be used and treated as common for all the occupiers for the multi storied building.
11. That the occupiers of the building shall co-operate with each other to maintain the buildings from the common fund.

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

WITNESSES:-

1)

2)

=====
SIGNATURE OF THE DEVELOPER

=====
SIGNATURE OF THE PURCHASER

SIGNATURE OF THE OWNERS

Drafted by me:

As per instruction of the client

Suprakash Dhar
Advocate
Alipore Police and Judges Court,
Kolkata 700 027.
W.B./ 622/01