

THIS DEED OF CONVEYANCE is made on this day of
2019 BETWEEN **M/S SUNRISE CONSTRUCTION**, having (**PAN-
ACAFS8324H**) a partnership firm having its office at 316, New
Jessore Road (South), P.O. Madhyamgram, P.S. Madhyamgram,
Kolkata-700129, District : 24-Parganas(North) represented by its
two partners **MOHIDUL ISLAM** having **PAN - AANPU158E**, son
of Abdul Ohab, residing at Beliaghata Bridge, Mathpara,
Dogachhiya, P.S. Deganga, Pin-743423, District : 24-
Parganas(North), AND **SRI ASHIM KUMAR SARKAR** having
PAN-AMAPS7120D, son of late Birendra Nath Sarkar, residing at
Bidhan Pally, Bidhan Sarani, P.O. and P.S. Madhyamgram,

District : 24-Parganas(North), Kolkata-700129 hereinafter called the **VENDORS** (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include their heirs, executors, administrators, legal representatives and assigns etc.) of the **ONE PART:**

AND

_____PAN_____son of_____
_____residing at_____

_____, hereinafter referred to as the **PURCHASER** (which expression shall unless excluded by or repugnant to the context be deemed to mean and include his/her heirs executors, administrators, legal representatives and assigns) of the **OTHER PART:**

WHEREAS one Bhim Chandra Mondal, Kanailal Mondal and Krishna Lal Mondal were joint owners of Bastu land measuring 1 acre .09 decimals of land appertaining to R.S. Dag No. 1139 under R.S. Khatian No. 97, J.L. No. 45, R.S. No. 132, at Mouza Doharia within P.S. Barasat now Madhyamgram, District : 24-Parganas (North) and their names were properly recorded in the R.S. records of rights having one third share of each owner of land out of the said Bastu land.

WHEREAS One Gostho Behari Mondal son of Late Bhim Chanddra Mondal, Kartick Chandra Mondal and Ganesh Chandra Mondal son of Late Kanai lal Mondal, Gopal Chandra Mondal, Nepal Chandra Mondal, Lal Behari Mondal and Bijoy Kumar Mondal son of Late Krishna Lal Mondal became the joint owners as heirs of Bastu land measuring 1 acre .09 decimals of land appertaining to R.S. Dag No. 1139 under R.S. Khatian No. 97, J.L. No. 45, R.S. No. 132, at Mouza Dohania within P.S. Barasat now Madhyamgram, District : 24-Parganas (North) and their names were properly recorded in the R.S. records of rights.

AND WHEREAS A partition deed No.1891 was executed in the year 1980 before ADSR Barasat Dist. 24 Pgs (North) where Bastu land measuring 13 kathhas 5 chittak 32 square ft. more or less including a 5 to 7 ft. wide passage keeping undivided. The rest portion was divided between them according to their share.

AND WHEREAS while said owners were seized and possessed of the said plot of land by paying tax to Government and to Madhyamgram Municipality Gostho Behari Mondal died intestate on 11.3.1979 leaving his wife Renuka Bala Mondal, five sons namely Sri Nirmal Kumar Mondal, Shyamal Kumar Mondal, Kamal Kumar Mondal, Swapan Mondal, Anup Kumar Mondal and six daughters namely Sm. Chabi Rani Mondal, Baby Rani Mondal, Debi Rani Mondal, Dipali Mondal, Shefali Rani Mondal and Gita Rani Mondal as his heirs.

AND WHEREAS while said 12 owners including Renuka Bala Mondal were seized and possessed the said Smt. Chabi Rani Mondal, Smt. Baby Rani Mondal, Smt. Debi Rani Mondal and Smt. Depali Mondal gifted their share in the said property to their five brothers Nirmal Kumar Mondal, Shyamal Kumar Mondal, Kamal Kumar Mondal, Swapan Kumar Mondal and Arup Kumar Mondal by a registered Deed of Gift dated 29.10.1988. Said Deed was registered in the office of the Barasat Sub-Register and recorded in Book No. 1 Volume No. 142 at pages 178 to 184 as deed No.9110 for the year 1988.

AND WHEREAS Smt. Sefali Mondal and Gita Mondal gifted their share to their said brothers by another Deed of Gift No. 2140 dated 14.02.1991. The said deed was registered in the office D.S.R Barasat and recorded in the Book No. 1.

AND WHEREAS the widow of Gostho Behari Mondal Smt. Renuka Bala Mondal gifted her share in favour of her five sons by virtue of a Gift Deed No. 4246 executed on 18.9.2001 and said gift deed was registered in the office of ADSR, Barasat and recorded in Book No. 1.

AND WHEREAS after accepting the said Gift while the said five sons were seized and possessed the said property proportionate to Gostha Behari Mondal.

AND WHEREAS Nirmal Kumar Mondal Son of Late Gostha Behari Mondal died intestate on 19.10.2011 leaving his wife Smt. Mandira Mondal who died on 28.4.2014. Therefore, one son Sri Pradip Mondal and one daughter Smt. Mita Saila got their share as legal heirs.

AND WHEREAS Shyamal Kumar Mondal another son of Gostho Behari Mondal died intestate on 19.09.2012 leaving his wife Smt. Kalyani Mondal, one son Sri Sajal Mondal and two daughters Srabanti Mondal and Smt. Mausumi Mondal.

AND WHEREAS Kamal Kumar Mondal another son of Gostho Behari Mondal died intestate on 02.02.2013 leaving his wife Smt. Kabita Mondal, one son Sri Kajal Mondal and one daughter Smt. Keya Halder as his heirs.

AND WHEREAS thus the above nine heirs of Gostho Behari Mondal namely Pradip Mondal, Mita Saila, Smt. Kalyani Mondal, Sajal Mondal, Smt. Srabanti Mondal, Smt. Mausumi, Mondal, Smt. Kabita Mondal, Kajal Mondal, Keya Halder and also Anup Kumar Mondal and Swapan Kumar Mondal are alive and thus eleven owners jointly inherited the share of undivided land proportionate to Gostho Behari Mondal in Dag No. 1139, under Khatian No. 97 of Mouza Doharia, within P.S. Madhyamgram, District : 24-Parganas(North).

AND WHEREAS Kanai Lal Mondal died leaving his two sons Sri Kartik Chandra Mondal and Ganesh Chandra Mondal. Thereafter, Kartick Chandra Mondal died intestate on 18.4.2009 leaving his one son Amit Mondal and one daughter Soma Roy as his heirs, his wife Smt. Sipra Mondal predeceased him who died on 22.4.2007.

AND WHEREAS another son of late Kanai Lal Mondal Sri Ganesh Chandra Mondal got the share left by his father. Therefore, the three legal heirs of Kanai Lal Mondal jointly inherited the share of undivided land proportionate to Kanai Lal Mondal in the said property.

AND WHEREAS Krishna Lal Mondal died leaving his four sons namely Gopal Chandra Mondal, Nepal Chandra Mondal, Lal Behari Mondal, and Bijoy Kumar Mondal.

AND WHEREAS Gopal Chandra Mondal died on 25.1.1995 leaving his widow Smt. Tanima Mondal, two sons Sri Manas Mondal and Tapas Mondal and four daughters Rubi Mondal, Bubu Nath, Sarbani Mondal, and Aparna Mondal as his heirs.

AND WHEREAS while Nepal Chandra Mondal, Lal Behari Mondal, Bijoy Kumar Mondal the heirs of Krishna Lal Mondal are alive.

AND WHEREAS the ten above legal heirs jointly inherited the share of undivided land proportionate to Krishna Lal Mondal in the said property.

AND WHEREAS all the legal heirs 1. Nepal Chandra Mondal, 2.Lalbehari Mondal, 3.Bijoy Kumar Mondal all together son of Late Krishna Lal Mondal, 4. Smt. Tanima Mondal,5. Manas Kumar Mondal, 6.Tapas Mondal 7. Smt. Ruby Mondal, 8.Smt. Bubu Nath, 9. Smt. Subarna Mondal, 10. Smt. Aparna Mondal all together legal heirs of Late Gopal Chandra Mondal, 11.Amit Mondal, and 12. Smt. Soma Roy are legal heirs of Late Kartick Chandra Mondal, 13.Ganesh Chandra Mondal is legal heirs of Late Kanai Lal Mondal,14.Anup Kumar Mondal and 15.wapan Kumar Mondal are legal heirs of Late Gostha Behari Mondal,16.Smt. Kabita Mondal,17.Sri Kajal Mondal and 18.Smt.Keya Halder are legal heirs of Late Kamal Kumar Mondal, 19.Smt. Kalyani Mondal,20.Sri Sajal Mondal,21.Srabanti Mondal and 22.Smt. Mausumi Mondal are the legal heirs of Late Shyamal Kumar Mondal, 23.Pradip Mondal and 24.Mita Saila are the legal heirs of Late Nirmal Kumar Mondal was seized and possessed the share of their predecessors and due to the need of money decided and declared to sale 13 cottahs 5 chittaks and 32 sq. ft. of undivided land.

AND WHEREAS in response to the said declaration the Vendors purchased the said land as described in the Schedule "X" to this present by a registered Deed of Conveyance dated 29.09.2016. Said Deed was registered in the office of Additional District Sub-Registrar at Barasat and recorded in Book No.1, Volume No. 1503-2016, at pages 198713 to 198814 as Deed No. 150307532 for the year 2016.

AND WHEREAS a partition deed no. 1891 was executed before.....and heirs of Gostha Behari Mondal(five sons of Gostha Behai Mondal) got 29 satak. Kamal Kumar Mondal got 5.80 satak being heirs of Gostha Behari Mondal (29 satak divided by 5 sons).

AND WHEREAS Nirmal Kumar Mondal and Swapan Kumar Mondal gifted their share 1 cottah 5 satak 7 square ft. by virtue of a gift deed no.4247 on 19.9.2000 which was registered before A.D.S.R Barasat 24 Prganas(North). Therefore, Kamal Kumar Mondal seized and possessed more or less 4 cottah 12 chitak 41 sq.ft.

AND WHEREAS during the period the sons of Gostho Behari Mondal filed a suit for partition against the other co-sharers before the learned 1st Assistant District Judge at Barasat which was registered in Title Suit No. 463 of 2001.

AND WHEREAS said suit was decreed in final form on 19.08.2002.

AND WHEREAS in terms of the said decree Kamal Kumar Mondal got 04 cottahs 07 chittaks and 23 sq.ft. at Dag No. 1139 under Khatian No. 97 at Mouza Doharia.

AND WHEREAS while Kamal Kumar Mondal was seized and possessed the said property died intestate on 02.02.2013 leaving his wife Kabita Mondal one son Sri Kajal Mondal and one daughter Keya Halder as his heirs.

AND WHEREAS while Kabita Mondal, Kajal Mondal and Keya Halder seized and possessed their said land measuring 04 cottahs 07 chittaks and 23 sq.ft. and due to maintenance of the said land they presented Power of Attorney to Mr. Susanta Gyan and Tapan Ballav on 23.11.2015 and the said power of attorney was registered at Barasat Sub Registry vide Deed No. IV 0878. having actual physical measurement 03 cottahs 10 chittaks and 12 sq.ft. which is on the adjacent east of the plot of land as described in Schedule "X" hereunder and declared to sale the same.

AND WHEREAS in response to the said declaration this Vendors purchased the same by a registered Deed of Conveyance dated 02.12.2016. Said Deed was registered in the A.D.S.R. Barasat and recorded in Book No.1, Volume No. 1503-2016, pages 220212 to 220244, as Deed No. 150308351 for the year 2016. The description of the said plot measuring 03 cottahs 10 chittaks and 12 sq.ft. is described in the Schedule "Y" hereunder.

AND WHEREAS after purchase of the said two adjacent plot the Vendors amalgamated both the plots and the measurement of the plot became 16 cottahs 15 chittaks and 44 sq.ft. As described in Deed in the Schedule "A" hereunder and hereinafter called the said plot.

AND WHEREAS after purchase of the said plot the Vendor mutated its name in record of Madhyarngam Municipality and got a plan sanctioned being No. COM-42/MM/2019-2019 from

Madhyamgram Municipality for construction of a ground plus four storied building in two blocks (Towers) one is the north and another in the south.

AND WHEREAS there are 44 flats and 21 car parking space in the said two Towers.

AND WHEREAS there is a children play area one on the south west side of the roof and a community hall for the common use of all the flat owners.

AND WHEREAS the construction of the building in accordance to the plan sanctioned by the Municipality is going on/has been completed/is about to complete.

AND WHEREAS Vendors declared to sole the flats with the amenities and common areas as described in the Schedule "C" hereunder.

AND WHEREAS in response to the said declaration the purchaser offered to purchase a plot on the.....side.....floor being flat No.....measuring.....sq.ft. as described in the Schedule "B" hereunder and hereinafter called ;the said flat at the settled price of Rs.....by the Vendor.

AND WHEREAS the Vendor agreed and accepted the said offer.

NOW THIS INDENTURE WITNESSETH AS FOLLOWS :-

1. That in pursuance of the said agreement and in consideration of the said sum of Rs.....

(Rupees.....)only paid in full as per memo below we the purchasers to the Vendor the receipt whereof the Vendor doth hereby acknowledge and of and from the same and every part thereof for ever release exonerate and discharge in favour of the Purchaser **ALL THAT** the flat No.....in the.....measuring about.....sq.ft. super built up area in the Northern/Southern tower together a garage as described in the Schedule "B" hereunder and hereinafter called the said flat together with the proportionate importable share of land as described in the Schedule "A" hereunder with single of user of the children play area, community hall in the northern tower together with right of user of the common areas, sanitary fittings, electrical connection, whatsoever thereof belonging in common and sorts of easement right and user of common passage and entrance including the areas and amenity which are necessary for the beneficial user of the said flat and all the fittings and fixtures doors windows, grills, whatsoever thereto belonging or occupied therewith in every manner, former or present right, title, liberties, privileges, easements, advantages, appendages and appurtenances whatsoever thereunto belonging or in any may appertaining to or usually held used occupied accepted enjoyed or reputed to belong or to be appurtenant thereto and all deeds pattahs, muniments writing and evidence of title whatsoever in any way exclusively relating

to or concerning the said flat and hereditaments **TO HAVE AND TO HOLD** the same hereby granted transferred assigned assured and conveyed granted expressed or intended so to be unto and to the use of the purchaser absolutely and forever as and for indefeasible title of inheritance in free simple in possession free from all encumbrances attachments charges liens lispendens, claims demands liberties and trusts whatsoever nevertheless subject to mutation and separation and payment of proportionate municipal taxes in respect of the said flat hereby sold conveyed and transferred.

2. The Vendor do hereby covenant with the purchasers as follows :-
 - a). Notwithstanding any act deed matter or thing whatsoever by the Vendor or his predecessor-in-interest done or executed or knowingly suffered to the contrary the Vendor is lawfully and absolutely suffered entitled to the said property and the hereditaments and acquired good right full power and absolutely authority and indefeasible title to grant, sell, transfer assign the said shop room hereby conveyed and transferred or expressed or intended so to be unto and to the use of the purchaser for a perfect title without any manner of disputes or hindrance of condition or use to trust or such other things to encumber or make void the same.

- b). The Purchasers shall and may at all time hereafter peaceably and quietly own possess and enjoy the said flat hereby granted and conveyed and receive and realise all rents issues and profits thereof with right to transfer by way of sell, lease, gift, mortgage will etc. without any lawful eviction interruption claim or demand whatsoever from or by the Vendor or any person or persons lawfully or equitably claiming any estate right title and interest whatsoever from or under or in trust for the Vendor.
- c). The Vendor shall keep the purchaser free and clear freely clearly and absolutely acquitted exonerated this charged and released and save harmless and keep indemnified the Purchaser against all estates claims demands, charges mortgages lispensens hypothecations attachments and encumbrances whatsoever as made or suffered by the Vendor or any person or persons lawfully or equitably claiming from under or in trust for the Vendor as aforesaid.
- d). The Vend or and all persons having lawfully or equitably claiming any estate or interest whatsoever in the said property hereditaments and premises hereby conveyed and granted or any part thereof from under or in trust for the Vendor 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 acts deeds and things whatsoever for further better or more

property assuring the said property unto and to the use of the purchaser according to the true intent and meaning of this presents as shall or may be reasonably required.

- e). The Vendor doth hereby further covenant with the purchaser that he will clear off all the dues of Municipal Tax upto the date of sale.
- f). That the Vendor shall co-operate purchaser and shall sign all papers and documents required by the purchaser for their smooth enjoyment of the said property and for mutation and separation of the said property in question in their favour in the records of the Kolkata Municipal Corporation.
- g). The Vendor shall also deliver khas, vacant and peaceful possession of the said property to the Purchaser simultaneously after receiving the entire consideration money or with the execution and registration of the Deed of Conveyance.

3. THE VENDOR AND THE PURCHASER FURTHER AGREED TO AS FOLLOWS ;-

- i). The undivided proportionate share in the land shall for all intents and purposes remain impartibly but such share or interest with the said property is transferable with right or absolute ownership.

- ii). The Purchasers shall make necessary applications for separation and mutation in respect of the said property in the records of the Municipality and shall make payments of the Municipal taxes as applicable in respect of the said property.
- iii). The Purchaser shall have the right to enjoy twenty four hours water supply from the overhead tank and service of the security guard for twenty four hours.
- iv). The Purchasers shall pay cost of maintenance of pump installed for lifting water and underground water reservoir rain water pipes, drainage system lift guest posting ,cost for C.C.T.V. and also for rendering service for better and comfortable user of the flat.
- v). The Purchasers shall also enjoy the common areas and facilities more fully described in the Schedule "C" hereunder written with other occupiers of the said building.
- vi). The Purchasers shall maintain their flat with repair and decoration at their own costs arid choice.

SCHEDULE "A" ABOVE REFERRED TO

(Description of land)

ALL THAT the plot of land measuring 16 cottahs, 15 chittaks and 44 sq.ft. appertaining to R.S. Dag No. 1139, under Khatian No. 97, J.L. No. 45, R.S. No. 132, at Mouza Dohania within P.S. Barasat now Madhyamgrarn at present within Ward No. 26 of

Madhyamgram Municipality being holding No. 56, Old Jessore Road, P.O. Ganganagar, Kolkata-700132, District :24-Parganas (North).

On the North by :-

On the South by :-

On the East by :-

On the West :-

SCHEDULE "B" ABOVE REFERRED TO

ALL THAT one flat measuring.....sq.ft. being No.....on the.....side.....floor on the.....Tower and one car parking space measuring.....sq. in the ground floor of..... tower together with undivided proportionate share of land as described in the Schedule "A".

SCHEDULE "C" ABOVE REFERRED TO

(COMMON AREAS)

IN WITNESS WHEREOF the Vendor and the Purchaser have signed this Deed of Conveyance on the day month and year first above written.

WITNESSES:

1.

SIGNATURE OF THE VENDOR

2.

SIGNATURE OF THE PURCHASER

Drafted by me

Advocate,
Alipore Judges Court, Kolkata-700 027.

Computear typed by

Judges Court, Kolkata-700 027

MEMO OF CONSIDERATION

Particulars

Amounts

Total _____

WITNESSES:

1.

SIGNATURE OF THE VENDORORS