

## **DEED OF CONVEYANCE**

**THIS DEED OF CONVEYANCE** made on this the            day of May  
Two Thousand Eighteen; **BETWEEN SMT. CHHANDA KHAMARU**  
PAN No.DBCPK0445K wife of Sri Madan Mohan Khamaru, by faith  
Hindu, by nationality, Indian, by occupation Housewife, residing

at 162, Roy Bahadur Road, P.O. & P.S. Behala, Kolkata 700 034, hereinafter referred to as the **VENDOR** (which term and expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include her heirs, executors, successors, successor -in- interest, administrators, legal representatives and assigns) of the **FIRST PART**.

**AND**

**SMT. TRIPARNA SEN** PAN No.FNNPS0105M wife of Sri Rajib Mukherjee, by faith Hindu, by occupation Housewife, by nationality – Indian, and residing at P-15, Senhati Colony, P.O. and P.S. Behala, District : South 24-Parganas, Pin : 700034, hereinafter for the sake of brevity called and/or referred to as the **PURCHASER** (which term and expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his heirs, executors, successors, successor-in-interest, administrators, legal representatives and assigns) of the **SECOND PART**;

**A N D**

**M/S. LOKENATH ENTERPRISE** a proprietorship firm having its office at 20, S.N. Roy Road, P.O. Sahapur, P.S. Behala, District :

South 24-Parganas , pin : 700038 represented by its proprietor **SRI PRODIP BAG** PAN No.AGKPB4546N son of Late Becharam Bag, by faith Hindu, by nationality Indian, by occupation Business, residing at 20, S.N. Roy Road, P.O. Sahapur, P.S. Behala, District : South 24-Parganas , pin : 700038 , hereinafter called and referred to as the **DEVELOPER/CONFIRMING PARTY** (which term and expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its, successors, successor -in- interest, and assigns) of the **THIRD PART;**

**WHEREAS** one (1) Krishna Chandra Khamaru (now deceased) son of Upendra Nath Khamaru and (2) Sadhan Chandra Khamaru son of Bholanath Khamaru of Roy Bahadur Road, P.O. & P.S. Behala, Kolkata 700 034 were the joint possession and recorded owners in the residential settlement record of bastu land measuring 12 decimals comprises in R.S. Dag No.39 under R.S. Khatian No.12 and basu land measuring 5 decimals comprised in R.S. Dag No.40 under R.S. Khatian No.59 and i.e. total land measuring 17 decimals more or less lying and situated at Mouza Mamudpur, Pargana Magura, J.L. No.7, R.S. No.195, Touzi

No.411 comprised in R.S. Dag Nos.39 & 40 under R.S. Khatian No.12 & 59 presently within the limits of the Kolkata Municipal Corporation S.S. Unit, Borough No.XIII, Ward No.120 under Police Station Behala, Additional District Sub-Registrar Behala in the District of South 24-Parganas and while said Krishna Chandra Khamaru and Sadhan Chandra Khamaru were possessing the said property said Sadhan Chandra Khamaru filed a Title Suit being Title Suit No.57/50 before the 5<sup>th</sup> Additional Sub-Judge's Court at present 7<sup>th</sup> Sub-Judge for partition of the said property and thereafter the said Ld. Court passed a Decree for the partition of the said property and as per the said decree given by the said Ld. Court said Krishna Chandra Khamaru became the sole and absolute owner of bastu land measuring 3 Cottahs more or less comprises in R.S. Dag No.39 under R.S. Khatian No.12 and bastu land measuring 1 Cottah 12 Chittacks 9 sq.ft. more or less comprised in R.S. Dag No.40 under R.S. Khatian No.59 and i.e. total bastu land measuring 4 Cottahs 12 Chittackss 9 sq.ft. more or less lying and situate at Mouza Mamudpur, Pargana- Magura, J.L. No.7, R.S. No.195, Touzi No.411, comprised in R.S. Dag Nos.39 & 40 under R.S. Khatian No.12 & 59 presently within the limits of the Kolkata Municipal Corporation S.S. Unit, Borough



No.XIII, Ward No.120 under Police Station Behala, Additional District Sub-Registrar Behala in the District of South 24-Parganas and thereafter said Krishna Chandra Khamaru recorded his name in respect of the said property before the Kolkata Municipal Corporation as KMC premises 260, Roy Bahadur Road, Kolkata - 700034 and erected R.T. Shed structure upon the said premises and while said Krishna Chandra Khamaru was possessing his said property free from all sorts of encumbrance he died intestate leaving behind him his son Sri Madan Mohan Khamaru and daughter Smt. Maya Sinha (nee Khamaru) as his only legal heirs and successors to inherit the property left by him.

**AND WHEREAS** after demise of Krishna Chandra Khamaru his son and daughter Sri Madan Mohan Khamaru and Smt. Maya Sinha (nee Khamaru) became the joint owners having undivided  $\frac{1}{2}$  share each of the aforesaid bastu land measuring 4 Cottahs 12 Chittacks 9 sq.ft. and 100 sq.ft. RT shed <sup>being</sup> of premises No.260, Roy Bahadur Road, Ward No.120, of Kolkata Municipal Corporation, P.S. Behala, District : South 24-Parganas by way of inheritance under Hindu Succession Act, 1956 and since then said Madan

1 Mohan Khamaru and Maya Sinha (nee Khamaru) were jointly *in* possession of the said property.

1 **AND WHEREAS** Smt. Maya <sup>*Sinha (nee Khamaru)*</sup> ~~Khamaru~~ gifted her ALL THAT undivided  $\frac{1}{2}$  share of said bastu land measuring more or less 4 Cottahs 12 Chittacks 9 sq.ft. of land and  $\frac{1}{2}$  of 100 sq.ft. RT. Shed of premises No.260, Roy Bahadur Road, Ward No.120, of Kolkata Municipal Corporation, P.S. Behala, District : South 24-Parganas i.e. 2 Cottahs 6 Chittacks 4.5 sq.ft. <sup>*bastu land*</sup> together with 50 sq.ft. RT shed to her brother Sri Madan Mohan Khamaru by a registered deed of gift, registered in the office ADSR Behala South 24-Parganas and recorded Book No.1, Being No.314 for the year 2013.

**AND WHEREAS** thus said Madan Mohan Khamaru became the sole and absolute owner of entire bastu land measuring more or less 4 Cottahs 12 Chittacks and 9 sq.ft. together with 100 sq.ft. RT shed structure situated and lying at premises No.260, Roy Bahadur Road, Ward No.120, of Kolkata Municipal Corporation, P.S. Behala, District : South 24-Parganas.

**AND WHEREAS** Haran Chandra Khamaru son of Late Sadhan Chandra Khamaru was the sole and absolute owner and

possessor of bastu land measuring more or less 6 decimals together with RT Shed structure standing thereon lying and situate at Mouza Mamudpur, Pargana Magura, J.L. No.7, R.S. No.195, Touzi No.411, comprised in R.S. Dag No.39 under R.S. Khatian No.12, presently within the limits of the Kolkata Municipal Corporation (S. S. Unit) Borough No.XIII, Ward No.120 under police Station Behala, Additional District Sub Registrar Behala in the District South 24-Parganas. Said Haran Chandra Khamaru got partly by way of inheritance from his father Sadhan Chandra Kamaru, ~~deceased~~ <sup>the said property</sup> deceased and partly by deed of sale dated 09.03.1970 registered in the office of Sub-Registrar of Behala and recorded in Book No.1, Volume No.16, pages 112 to 117, being No.921 for the year 1970 from his sisters Thandamoni Dasi and Parul Bala Dasi.

**AND WHEREAS:** while the said Haran Chandra Khamaru was in actual physical possession of said 6 decimal land sold and conveyed more or less 1 Cottahs 9 chittacks <sup>bastu</sup> land together with RT shed structure standing thereon to one Malati Naskar wife of <sup>Kanan Chandra</sup> Kanchan ~~Charan~~ Naskar of 156, Roy Bahadur Road, Kolkata - 700034 by a registered deed of sale dated 19.06.1989 registered in



the office of DR Alipore and recorded in Book No.1, <sup>being</sup> Deed No.8015 for the year 1989.

**AND WHEREAS** while the said Malati Naskar was in actual physical possession of the said 1 Cottah 9 Chittacks of land together with RT shed standing thereon sold and conveyed a piece and parcel of bastu land measuring 48 sq.ft. and/or 1 Chittack 3 sq.ft. more or less from the northern portion of her said land to Sri Madan Mohan Khamaru by a registered deed of sale registered in the office of ADSR Behala South 24-Parganas and recorded in Book No.1, Volume No.41, pages 201 to 206, being No.2065 for the year 1996.

**AND WHEREAS** thus said Sri Madan Mohan Khamaru became the sole and absolute owner of total bastu land measuring 4 Cottahs 13 Chittcks 12 sq.ft. more or less together with 100 sq.ft. RT shed structure standing thereon lying and situated at Mouza Mamudpur, Pargana Magura, J.L. No.7, R.S. No.195, Touzi No.411, comprised in R.S. Dag No.39 <sup>and 40</sup> under R.S. Khatian No.12, <sup>and 59</sup> presently within the limits of the Kolkata Municipal Corporation (S. S. Unit), Borough No.XIII, Ward No.120 under Police Station Behala, Additional District Sub Registrar Behala in





**AND WHEREAS** Developer/Confirming party herein prepared a new building plan and got it sanctioned vide B.S. plan No.2014130233 dated 06.09.2014 from the Kolkata Municipal Corporation for the construction of a G+4 storied building at premises No.260, Roy Bahadur Road, Ward No.120, Police Station – Behala, District South 24-Parganas, Pin – 700034.

**AND WHEREAS** the Developer/Confirming party has completed construction of the building as per plan sanctioned by the Kolkata Municipal Corporation and has handed over of owners allocation as per said Development Agreement dated 30th January, 2013.

**AND WHEREAS** as the possession of flats has been changed between the vendor and Developer herein the Developer/Confirming party has joined in this deed to avoid future complication.

**AND WHEREAS** Vendor herein has agreed to sell and the purchaser herein has agreed to purchase a Flat on the fourth floor South Eastern side measuring about and 750 sq.ft. super

built up area be the same little more or less consisting of two bed rooms, one kitchen cum dining, one balcony and one toilet together with undivided proportionate importable share of land underneath the said building at Premises No.260, Roy Bahadur Road, P.S. Behala, District 24 Parganas (South), Pin : 700034 morefully described in the Second Schedule written hereunder at a total consideration cost of Rs.22,50,000/- (Rupees Twenty two lakhs fifty thousand) only being the cost of construction along with cost of undivided, proportionate, impartiable share or interest in the land corresponding to the said premises.

**NOW THIS DEED OF SALE WITNESSETH** that in consideration of the sum of Rs.22,50,000/- (Rupees Twenty two lakhs fifty thousand) only being the total consideration money for the said Flat on the fourth floor South Eastern side measuring about and 750 sq.ft. super built up area be the same little more or less consisting of two bed rooms, one kitchen cum dining, one balcony and one toilet together with undivided proportionate importable share of land underneath the said building at Premises No.260, Roy Bahadur Road, P.S. Behala, District 24 Parganas (South), Pin : 700034 together with right, title and interest in the



proportionate share of land underneath the said premises more fully described in the SECOND SCHEDULE hereunder written and delineated in the Site Plan annexed hereto and bordered RED paid by the Purchaser to the Vendor herein (the receipt whereof the Vendor doth hereby admits and acknowledges) and the Vendor do hereby sell, convey, transfer assign, acquit, release, discharge and assure and the Developer herein hereby testify by joining to these Presents and do hereby concur and confirm the same unto and in favour of the Purchaser and every part of the said premises described in the Second Schedule hereunder written TOGETHER WITH all rights and benefits in respect of all common parts / portions common amenities and common conveniences relating thereto more particularly described in the THIRD SCHEDULE for the beneficial use and enjoyment of the same and together with the easement, quasi easement, rights and privileges and the common expenses described in Fourth Schedule hereunder **OR HOWSOEVER OTHERWISE** the said flat or any part thereof now are or is or at any time or times hereto before were or was situated, butted and bounded, reputed, called, known, numbered, described or distinguished together with all walls, yards, ways, compounds paths, passages, water, water



courses, sewers, ditches, drains, advantages of ancient and other rights lights, liberties, easements, profits, privileges, advantages, rights and appendages and appurtenances whatsoever to the said flat belonging to or anywise appertaining thereto or with the same or any part thereof now or at anytime thereof usually held, used occupies or enjoyed or reputed therewith or known as part and parcel, member thereof or be appertaining thereto AND ALSO the reversion or reversions, remainder or remainders and rent issues and profit thereof and every part thereof **TOGETHER WITH** all deeds, documents, writings, vouchers and other evidences of title relating to the said flat or any part thereof and all estates, right, title, interest, use, inheritances, property possession, benefit, claim and demand whatsoever both at law and in equity of the Vendor and or the Confirming Party unto or upon or out of the said flat or any part thereof.

**TO HAVE AND TO HOLD** or to the use of the Purchaser the said Flat and together with proportionate undivided share or interest of the said land described in the First Schedule hereunder written and the Flat hereby sold, conveyed, transferred, assigned, assured, expressed or intended so to be **TOGETHER WITH**

appurtenances and rights as aforesaid unto and for the use and benefit of the Purchaser free from all encumbrances, charges, claim and demands whatsoever absolutely and forever AND SUBJECT NEVERTHELESS to the payment by the Purchaser of their proportionate share of all rents, taxes, assessments, rates, dues and duties now chargeable upon the same or which may hereafter become payable in respect of thereof to the Government, Municipality or Statutory body or bodies AND THAT NOTWITHSTANDING any such act deed, matter or thing whatsoever as aforesaid the Vendor has now good right, full power and lawful and absolute authority to sell, convey, transfer, assign and assure and express so to be unto and to the use of the Purchaser the said flat together with the sanctioned plan jointly with all other Co-purchaser (s) and Co-owner(s) absolutely in the manner aforesaid free from all encumbrances and liabilities whatsoever and undivided and undemarcated proportionate share or interest of and in the said land and the said flat hereby conveyed and assured and intended so to be unto and to the use of the Purchaser AND it will be lawful for the Purchaser from time to time and at all times hereafter peaceably and quietly possess, enter upon and enjoy the said flat described in the

Second Schedule hereunder written to and for their own use and benefit and receive rents and uses and profits thereof without any suit, lawful eviction, interruption, claim and demand whatsoever for or by the Vendor or Confirming Party or by any person or persons lawfully and equitably claiming under or in trust for them. THAT free and clear and freely and clearly and absolutely acquitted exonerated and discharged from or by the Vendor or his predecessor in title and well and sufficiently saved, defended and kept harmless and indemnified of from and against all manner of former or other estates, rights, titles, interests, liens, charge and encumbrances whatsoever created made conclude, done, accessioned or suffered by him or any of his predecessor-in-title or any person lawfully or equitable or rightfully claiming from or in trust for him.

**THE VENDOR AND THE DEVELOPER/CONFIRMING PARTY DO TH HEREBY COVENANT WITH THE PURCHASER**

as follows:-

- a) That the Vendor and the Confirming Party have good right, full power, absolute authority and indefeasible title to grant, sell, convey, transfer, assign and assure the said



flat and undivided proportionate share in the land comprised in the said Premises and in the common areas hereby granted, conveyed, transferred, assigned and assured unto and to the Purchaser in the manner aforesaid.

- b) It shall be lawful for the Purchaser from time to time and at all times hereafter to enjoy the flat peaceably and quietly on payment of the common expenses / maintenances charges or any other sums as may be fixed by the person / persons responsible for maintenances and protection of the building and the Purchaser shall hold, use, possess and enjoy the said flat and every part thereof and to receive the rents, issues and profits thereof without any interruption, hindrance, claim or demand or disturbances whatsoever from or by the Vendor and the Developer/Confirming Party herein or any person or persons claiming through under or in trust for the Vendor and the Developer/Confirming Party.



- c) The property hereby sold and transferred so to be is freed and discharged from and against all sorts of claim and or encumbrances whatsoever.
- d) The Vendor and Developer/Confirming Party herein from time to time and at all times hereafter upon every reasonable request and at the costs of the Purchaser shall make, do, acknowledge, execute and perform all such further and other lawful and reasonable acts, deeds, conveyances matters and things whatsoever for better or more perfectly assuring the properties, benefits and rights hereby granted sold, conveyed and transferred unto and to the Purchaser in the manner aforesaid as shall or may be reasonably required by the Purchaser.
- e) The Vendor herein shall 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 her Attorney or Agent at any trial, commission or examination or otherwise as occasion shall require produce all or any of the original deeds, documents and writings relating to the said premises there are in the

possession or custody of the Vendor herein shall deliver to the Purchaser such attested or other copies or extracts if any of such Deeds, documents and writings as the Purchaser may require and will in the meantime unless prevented as aforesaid keep the said Deeds, documents and writings safe, unobliterated and unconcealed.

- f) The Purchaser shall have the right to access to the roof, the overhead tank and the ultimate roof of the building shall be common between the Purchaser and all the co-owners of the property together with all common rights and common services.
- g) The Purchaser shall be entitled to sell, mortgage, lease or otherwise alienate the property hereby conveyed, subject to the terms herein contained to any other person of their choice without the consent of the Vendors, Developer/Confirming party and other Co-occupants of the Premises.

**THE PURCHASER DOTH HEREBY COVENANTS WITH  
THE VENDOR AND THE DEVELOPER/CONFIRMING PARTY**

herein as follows :

**AND THAT** from the date execution and registration of this Conveyance, the purchaser along with the co-purchaser and Co-owner(s) occupier(s) shall form a society or owners Association amongst themselves in respect of the said building and the purchaser along with the other co-purchaser and co-owners /occupiers shall remain liable to abide by the laws or rules framed therefore by the said body for proper maintenance of the said Building AND the purchaser along with co-purchaser and co-owners occupiers shall pay the proportionate expenses of the administration, maintenance, repairs replacement of the common parts and equipments and common areas and facilities including white washing, painting and decorating the exterior portion of the said building, the boundary walls, entrance the stair cases, the landings, rain water pipes motor pumps water generators, electrical wiring and installations sewers and all other common parts fixtures, fittings and equipments in under or upon the building enjoyed or used in common by the purchaser and

co-purchaser or other co-owners/occupiers thereof and all expenses for the common parts and areas of the said building which is morefully mentioned and described in the Fourth Schedule hereunder written AND THE PURCHASER shall have no claim or right of any nature in the other floor spaces, units, flats, spaces and areas of the said building and/or the said property nor any right to make any structural change.

**AND THE PURCHASER** or her servants and agents shall not in any way obstruct or cause to be obstructed the common passage, landing areas, roofs, or stair cases of the property nor store therein any rubbish or other materials, goods 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 common conveniences of the said building or the premises in any way that may be prejudicially affected or vitiated.

**AND THE PURCHASER** shall maintain at her own cost the said flat and shall abide by all laws, bye-laws rules regulations of the Government or any other statutory body or bodies and shall



attend, answer and be responsible hereafter for all deviations, violations and breach of any of the conditions or laws or rules and regulations and shall observe and perform all the terms and conditions herein contained and shall not make any structural addition or alteration in the building or erect and partition of permanent nature. AND THE PURCHASER covenant to the owner and Developer/confirming party that they or any one on behalf of them shall not carry on any obnoxious, noisy, offensive illegal activities in the said flat nor shall cause any nuisance or annoyance to the co-owners and or occupiers of the other portions of the said building. The said flat shall be used for residential purpose only. Purchaser shall be liable to pay corporation tax in respect of second schedule property from the date of this deed of conveyance.

**FIRST SCHEDULE REFERRED TO ABOVE**

**ALL THAT** piece and parcel of land measuring 4 Cottahs 13 Chittcks 12 sq.ft. more or less together with 100 sq.ft. RT shed structure standing thereon lying and situated at Mouza Mamudpur, Pargana Magura, J.L. No.7, R.S. No.195, Touzi No.411, comprised in R.S. Dag No.39 under R.S. Khatian No.12,

with a G+4 storied building standing thereon, being premises No.260, Roy Bahadur Road, within the limits of the Kolkata Municipal Corporation (S. S. Unit) Borough No.XIII, Ward No.120 under Police Station Behala, District : South 24-Parganas, Pin : 700034, butted and bounded by:

ON THE NORTH : Roy Bahadur Road

ON THE SOUTH : Land and Building of Minati Naskar &  
Samar Halder

ON THE EAST : Land & Building of Halder & Kundu

ON THE WEST : Land & Building of Susanta Khamaru &  
Prasanta Khamaru

Zone : Zames Long Sarani to Buroshibtala Crossing.

**THE SECOND SCHEDULE ABOVE REFERRED TO**

**ALL THAT** Flat on the fourth floor South Eastern side measuring about and 750 sq.ft. super built up area be the same little more or less consisting of two bed rooms, one kitchen cum dining, one balcony and one toilet together with undivided proportionate importable share of land at Premises No.260, Roy Bahadur Road, P.S. Behala, District 24 Parganas (South), Pin : 700034 as shown in the map or plan hereto and marked with red border.

**THIRD SCHEDULE ABOVE REFERRED TO:**

**(Common Parts and Portions)**

1. Lift.
2. Stair on all the floors.
3. Common passage and lobby on the Ground and the Upper Floors.
4. Water Pump room, water tank, water pipes and other plumbing installations.
5. Electric wiring, meters and meter room.
6. Drainage, sewers and interior roads.
7. Such other common area, parts equipments, installations, fixture, fittings and its spaces in or about the said building or building as are necessary for the use and occupation of the flats/shops in common and expressly to be the common parts after construction of the building or buildings but excluding open and covered parking spaces or areas.

**THE FOURTH SCHEDULE ABOVE REFERRED TO**

**(COMMON EXPENSES)**

1. All costs of maintenance, operating, replacing, white washing, painting, re-building, re-constructions, decorating,

redecorating and lighting the common parts and also the outer walls of the building.

2. The salaries of all the persons employed for the said purposes.
3. All charges and deposits for suppliers of common facilities and utilities.
4. Insurance premium for insuring the building against earthquake, fire, lightning, mob-violence, damage, civil commotion, etc.
5. Municipal taxes, multistoried building tax, VAT and/or any other taxes/levies and/or other outgoing save those separately assessed on the respective flats/shops.
6. Costs and charges of establishment for maintenance of the building and for watch and ward staff.
7. The Office expenses incurred for maintaining the office for common purposes.
8. All expenses referred to above shall be proportionately borne by the co-purchaser on and from the date of taking charges and occupation of his respective units but the Purchaser shall not be liable to bear such charges in respect of the unsold flat.



**IN WITNESS WHEREOF** of the parties put their respective signature on the day month and year above written to in presence of.

**WITNESS :**

1.

2.

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**VENDOR**

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**PURCHASER**

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**DEVELOPER**

Drafted by me :

Murali Mohan Roy  
Advocate  
High Court, Calcutta  
WB-570/82.