

DEED OF CONVEYANCE

THIS INDENTURE made this the ____ day of _____ in the year two thousand eighteen (2018) BETWEEN 1)) DR. MIHIR KUMAR DAS (PAN- ACTPD8297M), son of Late Phani Bhusan Das, by faith - Hindu, by Occupation- Physician, by Nationality Indian, residing at P-43, Green View P.O. Garia, P.S. Patuli, Koikata - 700084, (2) **SMT. CHAMPA DAS**(PAN- ADSPD9431B), wife of Late Shyamal Das, by faith - Hindu, by Occupation Housewife, by Nationality - Indian, residing a, I, Santi Path, P.O. Santoshpur, P.S. Survey Park. Koikata - 700 075 and (3) **SMT. SHEULI DAS** (PAN- AGMPD6726G), wife of Late Parimal Das, by faith - Hindu, by Occupation - Housewife by nationality- Indian, residing at, 10.B, Raja S. C. Mullick Road, Flat. No. D, P.O. Naktala , P.S. Netaji Nagar, Kolkata - 700 047, hereinafter jointly called and referred to as ‘THE OWNERS’(which term or expression shall unless excluded by or repugnant to the context shall be deemed to mean and include her heirs, executors, administrators, legal representatives and assigns) of the **FIRST PART**

AND

----- son/ wife of/ daughter of -----, residing at -----
-----, hereinafter called and referred to as “THE PURCHASER/S” (which term or expression shall unless excluded by or repugnant to the context shall be deemed to mean and include his/ her/ their heirs, executors, administrators, legal representatives and/or assigns) of the **SECOND PART**

AND

“**MESSRS MATRIK**”, a proprietorship firm, having its registered office situated at 400 B/1Z, N S C. Bose Road, P.O. Naktala. P.S. Netaji Nagar, Kolkata - 700 047 represented by its’ sole proprietress SMT. RUMA RAY, (PAN - AFMPR0344B), wife of Sri Mrinal Ray by faith : Hindu, by Occupation : Business, by Nationality : Indian, residing at 87/12, Raja S.C. Mullick Road, P.O. Naktala, P.S. Netaji Nagar, Koikata - 700 047. hereinafter called and referred to as the “**PROMOTER/CONFIRMING PARTY**” (which terms or expression shall unless excluded by or repugnant to the context shall be deemed to mean and include it successors-in-office and assigns) of the **THIRD PART** ”

1. **WHEREAS** one Sri Phani Bhusan Das since deceased and his wife and son namely Smt. Sefali Rani Das, alias Sefali Das since deceased and Dr. Mihir Kumar Das jointly purchased a plot of Rayati Bastu land measuring land area of 6 (Six) Cottahs 23 (Twenty Three) Sqft. each having undivided $\frac{1}{3}$ share situated in Mouza Baishnabgha, J L No. 28, Pargana - Khaspur. R.S. No. 38. Touzi No. 255. comprising in R.S. Dag No 720, under R.S. Khatian No. 468. within previously P.S. Jadavpur. presently P.S. Patuli. District at present. South 24 Parganas by virtue of a registered Deed of Conveyance (Bengali) dated 09.01.1981 registered in the office of Sub-Registrar, Alipore and entered into Book No. 1, Volume No. 40, pages 39 to 45, Deed No. 77 for the year 1981 from one Sri Hari Bikash Chattopadhyay, son of Late Hari Charan Chattopadhyay of Baishnabghata, Kendua, P.S. presently Patuli (formerly P.S. Jadavpur), Kolkata - 700 084, District South 24 Parganas, who obtained this property by virtue of a registered Deed of Settlement dated 08.11.1971 registered in the office of Sub-Registrar of Alipore, South 24 Parganas and entered into Book No. 1, Volume No. 88, at pages 270 to 283, Deed No. 4477 for the year 1971.
2. **AND WHEREAS** during life time said Phani Bhusan Das since deceased erected a two storied building on the said purchased land in the year 1985.
3. **AND WHEREAS** previously this property was under the jurisdiction of Jadavpur Municipality and at present the said property comes under the jurisdiction of the Calcutta Municipal Corporation presently known as The Kolkata Municipal Corporation it is now known as K.M.C. Premises No. 92, Roypur, Assessee No. 31-10122-0092-8, Ward No. 101.
4. **AND WHEREAS** said Phani Bhusan Das died intestate on 14.10.1995 leaving behind his wife Smt. Sefali Rani Das alias Sefali Das since deceased, one son namely Dr. Mihir Kumar Das, the OWNER No. 1 herein and two daughters namely Smt. Champa Das and Smt. Shefali Das the OWNERS Nos. 2 and 3 herein who jointly inherited the undivided $\frac{1}{3}$ share of Phani Bhusan Das, since deceased as per Hindu Succession Act 1956 each having undivided $\frac{1}{12}$ share of the property.
5. **AND WHEREAS** after the death of said Phani Bhusan Das, the Owner No. 1 namely Dr. Mihir Kumar Das herein, becomes the owner of undivided $\frac{5}{12}$ share of the property (i.e. his own undivided $\frac{1}{3}$ share + inherited $\frac{1}{12}$ share), said Smt. Sefali Rani Das

alias Sefali Das since deceased became the owner of undivided $5/12^{\text{th}}$ share of the total property (i.e. her own undivided $1/3^{\text{rd}}$ share + inherited $1/12^{\text{th}}$ share) and Smt.Champa Das and Smt. Sheuli Das become the owner of undivided $1/12^{\text{th}}$ inherited share as per Hindu Succession Act 1956.

6. **AND WHEREAS** during life time said Smt. Sefali Rani Das alias Sefali Das donated her undivided $5/12^{\text{th}}$ share of the total property to her daughter Smt. Sheuli Das, the Owner no. 3 herein by virtue of a registered Deed of Gift dated 17.01.1997, registered in the office of A.D.S.R. Alipore and entered into Book No. 1, Volume No. 50 at pages 353 to 364, Deed No. 1524 for the year 1997 and as a result the said Smt. Sheuli Das becomes the owner of undivided half share of the total property (i.e. her undivided $1/12^{\text{th}}$ share + donated $5/12^{\text{th}}$ share).
7. **AND WHEREAS** the mother of present owners of the property Sefali Rani Das died intestate on 12.02.2007.
8. **AND WHEREAS** thus the present owners of the property are the absolute joint owners of the property of which the Owner no. 1 namely DR. Mihir Kumar Das is having undivided $5/12^{\text{th}}$ share, the Owner no. 2 namely Smt. Champa Das is having the ownership of her inherited undivided $1/12^{\text{th}}$ share and the Owner No.3. namely Smt. Sheuli Das becomes the owner of undivided $\frac{1}{2}$ share of the total property (i.e. her own undivided $1/12^{\text{th}}$ inherited share+ donated undivided $5/12^{\text{th}}$ share of her mother's share).\
9. **AND WHEREAS** the present Owners are now the absolute joint owners of the total Bastu land measuring an area of 6 (Six) Cottahs 3 (Three) Chittacks 23 (Twenty Three) Sqft. whereon standing-an old two storied building measuring covered area of 2000 (Two thousand) Sqft.
10. **AND WHEREAS** the present owners mutated their property in the record of the K.M.C. known as K.M.C. Premises No. 92, Roypur, Assessee No. 31-101.22-0092-8 and also known postal address P-43, Green View, P.O. Garia. P.S. Patuli (formerly P.S. Jadavpur), Koikata - 700 084 and entire land measuring an area of 6 (Six) Cottahs 3 (Three) Chittacks 23 (Twenty Three) Sqft. together with existing two storied old building measuring covered area of 2000 (Two thousand) Sqft.
11. **AND WHEREAS** subsequently the Owners and the promoter/ confirming party have entered into a joint development agreement dated 15th June 20016 registered as

document no. I-04050/2016 at the office of the Sub-Registrar of Alipore, South 24 Parganas;

12. AND WHEREAS the Said Land is earmarked for the purpose of building a residential project comprising (Ground plus -----) multistoried buildings and [with facility of Lift) insert any other components of the Project and the said project shall be known as ("Project").

13. AND WHEREAS the Owners has agreed to sell and the purchaser/s has agreed to purchase one self contained flat, in the said building containing a gross built up area of --- sq.ft. more or less on the ---- fl. of ----- together with one car parking space and together with proportionate undivided share of interest in the land at the said premises fully described in the Schedule 'B' hereunder written at and for a price of Rs.-----/- (Rupees ----- only).

NOW THIS INDENTURE WITNESSES as follows:-

In pursuance of the said agreement and in consideration of a sum of Rs.-----/- (Rupees ----- only) paid by the Purchaser at or before the execution of these presents (the receipt whereof the Owners do hereby admit and acknowledge and/or from the payment of the sum the Owners hereby acquit release and forever discharge the purchaser/s as well as the said flat hereby grant, convey, transfer, sale assigns and assure unto the Purchaser/s ALL THAT one flat consisting of ----- bedrooms, ----- room, kitchen and bathroom/s having a gross built up area of ----- sq.ft. on the ----- floor at premises No. P-43, Green View, P.O. Garia, presently P.S. Patuli, (formerly P.S. Jadavpur), Kolkata - 700 084-fully described in the Schedule 'B' hereunder written and shown within red border in the map or plan annexed herewith together with one car parking space and together with the depth in all the joints between it's ceiling and the floor of the flat above and also between its floor and the ceiling of the flat below including all fittings and fixtures, both sanitary and electrical , doors and windows and other erections and all internal and external walls thereof together with the undivided prorata share in land at the said premises specifically shown delineated in Red Border in the site plan annexed hereto, hereinafter called and referred to as "The said flat" and also proportionate share or interest, in the structures, all ways and passages,

staircase, water reservoir, drains, all lights, liberties, easements, appendages, appurtenances to the said building TO HAVE AND TO HOLD the said flat with prorata share of the undivided land at the said premises with the proportionate and common right and appurtenances whatsoever unto and to the use of the purchaser/s absolutely and forever free from all encumbrances, trusts, liens and attachments whatsoever TOGETHER WITH THE right to use the staircase as stated above, main entrance and paths and passages in common with the other occupiers together with the proportionate rights along with other co-owners to the common underground water reservoir and also to spaces reserved for electric meters, water meters, gas meters, pump motors etc as described in Schedule 'C' hereunder and also proportionate right to the overhead water tank.

The Promoter/confirming party does hereby confirm the sale as above.

THE OWNERS DO HEREBY COVENANT WITH THE PURCHASER/S AS FOLLOWS:-

The interest which the Owners do hereby transfer subsists and that they have full power and absolute authority to grant, convey, transfer, assign and assure the said flat with prorata share of undivided land beneath the said flat and proportionate undivided share of land in the said staircase, paths and passages in the said premises as stated above and specifically hereby granted, conveyed, transferred, assigned and assured unto the Purchaser/s in the manner aforesaid.

It shall be lawful for the purchaser/s from time to time and at all times hereafter to enter into and upon and hold and enjoy the said flat with undivided prorata share of land at the said premises and the said proportionate undivided share of staircase, paths and passage in the said building as stated above and every path thereof without any interruption, disturbances, claim or demand whatsoever from or by the Owners or any person or person claiming through under or in trust for her and that free from and clear and freely one clearly and absolutely acquitted, exonerated and forever discharged or otherwise by the Owners well and sufficiently saved defended and kept harmless and indemnified of from and against all former and other estates, title, charge, troubles

and encumbrances whatsoever had, made executed or suffered by the Owners or any other person or persons lawfully or equitably claiming.

The said flat with prorata share or undivided land of the said premises and proportionate undivided share of staircase, paths and passage in the said building as stated above and every part thereof are from and discharged from and against any manner of encumbrances whatsoever.

That the Owners, their successors, administrators or assigns further covenant that they shall and will from time to time and at all times hereafter upon every reasonable request and at the cost of the purchaser/s, his/ her/ their heirs, executors, administrators or assigns make, do or cause to be done or executed all such further and other lawful and reasonable acts, deeds, matters and things whatsoever for further better or more perfectly conveying and assuring the said flat and every part thereof with undivided prorata share of the land of the said premises and the said proportionate undivided share of staircase, paths and passage in the said building as stated above and every part thereof unto the purchaser/s in the manner aforesaid as shall or may be reasonably required.

The Owners shall, unless prevented by fire or some inevitable accident from time to time and at all time hereafter upon every request and at the cost of the purchaser or of his attorney or agents or at any trial, commission, examination or otherwise as the occasion shall require, produce all or any of the Deeds, sanctioned plan, documents, and writing relating to the said premises No. Postal address P-43, Green View, P.O. Garia, presently P.S. Patuli, (formerly P.S. Jadavpur), Kolkata - 700 084 and also at the like, request and cost of the purchaser deliver to the purchaser such attested or other copies or contracts of and from the said deeds, sanctioned plan and writing or any of them as the purchaser may require and keep the said deeds and writings safe and unobliterated.

AND it is further agreed and declared between the parties as follows:-

- i) The Purchaser/s shall be liable to pay directly to the authorities or contribute in proportionate to the floor area of the said flat area and is/are hereby conveyed to the

Purchaser towards payment of Municipal taxes and other outgoing payable in respect of the property mentioned in the schedule 'B' hereto.

- ii) The purchaser/s shall have full and absolute proprietary right such as the Owners derives from their title described in respect of the schedule 'B' in any manner so as to effect other co-owners who have already purchased and acquired or may hereinafter purchase or acquire similar property rights as covered by this conveyance.
- iii) For the proper and effective administration of the said building at premises no. Postal address P-43, Green View, P.O. Garia, presently P.S. Patuli, (formerly P.S. Jadavpur), Kolkata - 700 084 and for the due maintenance, repair and replacement of common areas and facilities the Owners and the purchaser and the several other flat owners of the premises shall form an Association of flat owners and all the flat owners shall be member of the said flat owners association as soon as the said flat owners association be formed. The Owners and the Promoter/confirming party shall forthwith transfer the administration and/or management of the building to the Association.
- iv) So long the said flat is not separately assessed by the Calcutta Municipal Corporation, the purchaser/s shall proportionately pay all corporation taxes, charges, levies, imposition, maintenance charges payable by the purchaser, for the time being, for the said flat, as and when the same become due and payable and such amount shall be apportioned amongst the co-owners or occupiers of the flats and space of the building according to the floor areas of the respective flats and/or spaces.
- v) The Purchaser/s shall be entitled to sell, mortgage, lease out or otherwise alternate the property hereby conveyed at his sole discretion subject to the terms herein contained to any one without the consent of the Owners or any other purchaser/s of other flats in the building who may have acquired before and who may hereinafter acquire any rights, title or interest similar to acquired by the purchaser/s under the terms of this Conveyance.
- vi) The Purchaser's undivided interest of the land as more fully described in the schedule 'A' hereunder written shall remain joint for all times with other co-owners who may hereinafter or hereto have acquired rights, title and interest in the land and in any flat in the building, it being hereby declared that the interest in the land is impart table.

SCHEDULE 'A' ABOVE REFERRED TO

ALL THAT piece and parcel of homestead land measuring an area of 6 (Six) Cottahs 3 (Three) Chittacks 23 (Twenty Three) Sqft. together with an existing two storied old building is standing measuring built up area of 2000 (Two thousand) Sqft. and after demolishing the same a ground plus three storied building shall be erected thereon as per sanction building plan to be sanctioned by the Promoter from the K.M.C. and the property is situated in Mouza- Buishnabghaia, JL No. 28, Parganas- Khaspur,. Touzi No., 255. R.S. No. 38, comprising in R.S Dag No. 720, under R.S. Khatian No. 468 and it is presently known as K.M.C. Premises No.92, Roypur, within the K.M.C, Ward No.101, Assessee No. 31-101-22-0092-8 and the said property is also known as Postal address P-43, Green View, P.O. Garia, presently P.S. Patuli, (formerly P.S. Jadavpur), Kolkata - 700 084, Dist. South 24-Parganas and the entire property is butted and bounded by:-

On the North	Government plot and its boundary
On the South	Land and building of Chattopadhyay
On the East	12'-0" wide KMC Road
On the West	Government plot and its boundary

SCHEDULE 'B' ABOVE REFERRED TO

ALL THAT one self contained flat containing ----- bedrooms, ----- dining-cum-living room, kitchen,----- bath rooms and a verandah having a gross built up area of ----- sq.ft corresponding to Carpet area of ----- sqft on the ----- floor at premises No. P-43, Green View, P.O. Garia, presently P.S. Patuli, (formerly P.S. Jadavpur), Kolkata - 700 084**ALONG WITH** exclusive, perpetual, transferable and heritable right to park a vehicle in ---- designated Car Parking Space(s)**TOGETHER WITH** the undivided, proportionate right to use the Common Areas and Common Facilities (described under Schedule C) in the Project in common with the Promoter as well as the owners/lawful occupants of other Flats comprised in the Project **AND TOGETHER WITH** the proportionate undivided indivisible impartible share in the Project Land (described under Schedule A)Particularly shown in the plan or map annexed herewith written within 'RED' border

‘SCHEDULE ‘C’
(COMMON RIGHTS AND FACILITIES)

Stair-case and landings common passage, water lines and water, lift, lift lobby, lift room and lift well, electricity main line and its wiring, land and boundary wall, fixtures and fittings vacant spaces, roof, main gate and entrance and undivided proportionate share of land, pump and motor, septic tank, water reservoir and overhead water tank, watchman house and W.C in the ground floor.

For M/s. MATRIK
Ruma Ray
Proprietress