

# DEED OF CONVEYANCE

THIS INDENTURE OF CONVEYANCE is made, effected, instrumented and/or executed at Kolkata on this \_\_\_\_\_ day of \_\_\_\_\_, Two Thousand Twenty (2020) A.D.

**BY AND BETWEEN**

(1) **SRI PARTHA SARATHI ROY**, son of Late RadhaCharan Roy, (2) **SMT. GOURI ROY**, wife of Late Goutam Roy, (3) **SMT. GARGI CHATTERJEE**, wife of Soumyajit Chatterjee and daughter of Late Goutam Roy, (4) **SMT. SAKTI ROY**, wife of Late Arup Roy, (5) **SMT. ARCHANA PAUL**, wife of Late Harinath Paul and daughter of Late RadhaCharan Roy, (6) **SMT. INDIRA BANERJEE**, wife of Anil Banerjee and daughter of Late Radha Charan Roy, (7) **SRI SHIBASISH ROY**, son of Sri ParthaSarathi Roy, executor to the estate of Asim Roy and Anjali Roy since deceased, all are residing at 91, Masjid Bari Street, P.S. Burtolla, Kolkata – 700006, hereinafter referred to and called as the “**OWNER**” (which term or expression shall unless otherwise excluded by or repugnant to the subject or context be deemed to mean and include his legal heirs, executors, administrators, authorized representatives, nominees and assigns) of the **FIRST PART**.

The owners / Vendor is represented through their Constituted Attorneys **SRI MRINAL GHOSH** son of Sri Monoranjan Ghosh, by faith Hindu, by occupation Business, carrying on business under the name and style of **M/S. TARAMAA CONSTRUCTION** as a sole proprietor having its office at “Charulata Apartment” Tarulia 2<sup>nd</sup> Lane, under Mahisbathan -2 No. Gram Panchayet, P.O. Krishnapur, P.S. New Town, Kolkota – 700102, by dint of a Registered Power of Attorney it was executed before the office of Additional Registrar of Assurance-1, Kolkata and recorded in Book No. I, Volume No. 15, Pages – \_\_\_\_\_ to \_\_\_\_\_, being No. \_\_\_\_\_ for the year 2014.

**A N D**

**SRI MRINAL GHOSH** son of Sri Monoranjan Ghosh, by faith Hindu, by occupation Business, carrying on business under the name and style of **M/S. TARAMAA CONSTRUCTION** as a sole proprietor having its office at “Charulata Apartment” Tarulia 2<sup>nd</sup> Lane, under Mahisbathan -2 No. Gram Panchayet, P.O. Krishnapur, P.S. New Town, Kolkota – 700102, herein after referred to as the **DEVELOPER / PROMOTER** (which expression shall unless excluded by or repugnant to the context be deemed to mean and include his successor or successors, successors in office, successors in interest, and/or permitted assigns) of the **SECOND PART**.

**AND**

\_\_\_\_\_ ( **PAN :** \_\_\_\_\_ ) wife/Son of \_\_\_\_\_, by occupation – Service, by faith- Hindu, by Nationality -Indian, residing at \_\_\_\_\_, P.O.- \_\_\_\_\_ & P.S.- \_\_\_\_\_, Kolkata- \_\_\_\_\_, West Bengal, hereinafter referred to as the “**PURCHASER (S) / ALLOTEE**” (which expression shall unless excluded by or repugnant to the context be deemed to mean and include his / her / their successor or successors, successors in office, successors in interest, and/or permitted assigns) of the **THIRD PART**.

**WHEREAS** one Prabhat Kumar Roy, Radha Charan Roy, Prafulla Kumar Roy, Probodh Kumar Roy and Pranab Kumar Roy all sons of Late Ashutosh Roy were the absolute owner of the property being Premises No. 12A, Barrackpore Tank Road (B.T. Road) P.S. Chitpur, Kolkata- along with other properties.

**AND WHEREAS** said Prabhat Kumar Roy filed a Title Suit being T.S. No. 82/1958 before the Ld. 6<sup>th</sup> Assistant District Judge at Alipore for partition of the properties against said Radha Charan Roy & Ors.

**AND WHEREAS** said Partition suit was decreed in final form on compromise interims of the solemnnama as a part of the decree dated 17.03.1967.

**AND WHEREAS** in terms of the Said solenama decree, said RadhaCharan Roy was allotted North West portion of land measuring about 21 (Twenty one) Cottahs 2 (Two) Chittacks 9 (Nine) Sq. ft. lands which was allotted in Lot "E" of the said partition decree dated 17.03.1967.

**AND WHEREAS** being the owner of the Lot "E" of the aforesaid property said Radha Charan Roy erected a brick built structure thereon and mutated and recorded the name in Calcutta Corporation as owner thereof and thereafter Plot "E" was renumbered as premises No. 12D, B. T. Road, Kolkata- 700002.

**AND WHEREAS** said Radhacharan Roy died intestate on 10<sup>th</sup> October, 1973 leaving behind his wife Smt. Debrani Roy and 7 (seven) sons namely Ashok Roy, Ashish Roy, Ashim Roy, Arup Roy, Amit Roy, Partha SarathiRoy and Goutam Roy and also three daughters namely Smt. Anjali Roy, Smt. Archana Pal and Smt. Indira Banerjee respectively as his legal heirs and representatives as per Hindu Succession Act-1956.

**AND WHEREAS** said Smt. Debrani Roy wife of Radhacharan Roy died intestate on 3<sup>rd</sup> March, 1976 leaving behind her 7 (seven) sons and 3 (three) daughters as stated above as her legal heirs and representatives.

**AND WHEREAS** said Ashis Roy died intestate on 30.12.1987 as bachelor and leaving behind his 6 (six) brothers and 3(three) sisters as stated about as heirs legal heirs and representatives.

**AND WHEREAS** said Amit Roy died intestate on 12.04.1996 as bachelor and leaving behind his 5 (five) brothers and 3 (three) sisters as stated about as his legal heirs and representatives.

**AND WHEREAS** said Ashok Roy died intestate on 22.01.2000 as bachelor and leaving behind his 4 (four) brothers and 3 (three) sisters as stated above as his legal heirs and representatives.

**AND WHEREAS** said Arup Roy died intestate on 15.06. 2004 leaving behind his only wife Smt. Shakti Roy and left without any issue ahs his legal heirs and representatives.

**AND WHEREAS** said Goutam Roy died intestate on 20.12. 2004 leaving behind his wife Smt. Gouri Roy and one daughter Smt. Gargi Roy as his only legal heirs and representatives.

**AND WHEREAS** said Asim Roy died on 11.10.2010 leaving behind his Last Will dated 09.04.2010 wherein he bequeathed his undivided 1/7<sup>th</sup> share or interest of Plot "E" of premises No. 12D, Barrackpur Trunk Road (B.T. Road) Kokatalongwith other premises unto his nephew Sri Shibasish Roy and appointed him as executor of his estate to administer and manage the property.

**AND WHEREAS** said Anjali Roy died on 30.12. 2012 leaving behind her Last Will dated 09.04.2010 wherein she bequeathed her undivided 1/7<sup>th</sup> share or interest of Plot "E" of premises No. 12D, Barrackpur Trunk Road (B.T. Road) Kolkata alongwith other properties unto her nephew Sri Shibasish Roy and appointed his as executor of her estate to administer and to manage the property.

**AND WHEREAS** thus (1) Partha Sarathi Roy, (2) Gouri Roy, (3) Smt. Gargi Roy, (4) Smt. Shakti Roy, (5) Smt. Archana Paul, (6) Smt. Indira Banerjee and (7) Shibasish Roy (executor) became absolsute joint owners in respect of plot "E" of premises 12D, formerly known as 12A BarrackpurTank Road (B.T. Road), Calcutta consisting of land having measuring about 21 (Twenty one) Cottahs 2 (Two) Chittacks 9 (Nine) Sq.ft. more or less together with a brick built building thereon morefully described in the schedule first written hereunder.

**AND WHEREAS** the aforesaid property being premises No. 12D, B.T. Road mutated and separated in the name of present owners and renumbered as 12D/3, Barrackpur Tank Road, Kolkata under Assessee No. 1100602096.

**AND WHEREAS** the parties herein intend to construct the multi storied building with intire land i.e. on 21 (Twenty one) Cottahs 2 (Two) Chittacks 9 (Nine) Sq.ft. of the said property as per building Rules and regulation of Kolkata Municipal Corporation.

**AND WHEREAS** the owners herein approached the Developer herein with a proposal to construct a straight G+3 storied building upon the said land in accordance with the building plan to be sanctioned by the Kolkata Municipal Corporation for residential purpose comprising of several self contained flats or any other saleable space/spaces or portion on or over the said property morefully and particularly described in the schedule First hereunder written on the terms and conditions which have been mutually discussed and settled.

**AND WHEREAS** the owners herein approached to the Developer with a proposal for construction of a Multi Storied building consisting of flats and garages/Unit on the said land to which the Developer **is** agreed with such proposal on the terms and conditions appearing in the Development agreement dated 23<sup>rd</sup> day of July, 2014, which is duly registered at office of the ARA-1, Kolkata, and recorded in book No. 1, Volume No. 15, Pages from 5448 to 5482, Being No. 6649 for the year 2014.

**AND WHEREAS** the Developer is constructing the building on the said property consisting of several flats / Garage/Unit spaces according to the sanctioned plan sanctioned by the Kolkata Municipal Corporation vide plan No. **2016010082 dated 20/02/2017**,

**AND WHEREAS** the Owners/Vendors being the party of the first part and Developer party of the second part as Developer, Confirming Party and attorney agree to sell from their **DEVELOPER ALLOCATION** and the Purchasers agree to purchase Residential Flat being Flat No “\_\_\_\_\_” on the \_\_\_\_\_ Floor, \_\_\_\_\_ (\_\_\_\_\_) Side, measuring \_\_\_\_\_ (\_\_\_\_\_) Sq. ft. more or less including super built up area of the said building at the below schedule mentioned property, more fully and particularly described in the Second Schedule hereunder written and together with proportionate share and interest on the land described in the first schedule at or for the consideration of **Rs.** \_\_\_\_\_/- [Rupees \_\_\_\_\_] only @ \_\_\_\_\_/- (Rs. \_\_\_\_\_) per sq. Ft.

**Vendors/Owners and the Purchasers entered into an Agreement for Sale** :: In terms and conditions of the above Agreement for Sale dated made between the Vendors/Owners herein as the First Part and the Developer herein as the Second Part and the Purchasers herein as the Third Part, the Vendors/Owners and The Developer have agreed to sell and the Purchasers has agreed to purchase the **ALL THAT** one self contain Flat in being Flat Vide No. \_\_\_\_\_, on the \_\_\_\_\_ Side of the \_\_\_\_\_ Floor, measuring a super built up area of \_\_\_\_\_ Sq. Ft. more or less of the said building including undivided impartible proportionate share or interest in the land or ground together with undivided common rights on the terrace and parapet walls, all common amenities and facilities appended thereto the said building, more fully mentioned and described in the **SECOND SCHEDULE** hereunder in the said for the total price of consideration of **Rs.** \_\_\_\_\_/- [Rupees \_\_\_\_\_] only free from all encumbrances and liabilities whatsoever.

On the request of the Purchasers, the Vendors/Owners/Developer have agreed to execute and register a Deed of Conveyance in favour of the Purchasers in respect of the said Flat mentioned herein below, of the said building including undivided impartible proportionate share or interest in land, together with undivided common rights on the terrace and parapet walls with all common amenities and facilities appended thereto the said building and premises more fully mentioned and described in the **SECOND SCHEDULE** hereunder written at or for the price or consideration money free from all encumbrances and liabilities whatsoever absolutely and forever.

TOGETHER WITH the land, whereupon or on part whereof, the same is erected and built and premises, that are part and parcel thereof, together with all rights, liberties, privileges, easements, profits and appendages, right of ingress and egress and right of air and light, that are belonging thereunto and/or reputed so to belong and all muniments of title documentation, that are in the custody, power and possession of the Vendors/Owners, relating to the demised premises and all rents, issues, profits and usufructs there from, for the Purchasers TO HAVE AND TO HOLD, the same for an indefeasible title, in fee simple, free from all encumbrances whatsoever, absolutely and forever, doth hereby covenants, with the Purchasers, that notwithstanding, any act, deed or thing done by them, or their predecessor-in-interest, they the Vendors/Owners, have in their good, rightful, power and absolute authority, to grant, sell, convey, transfer, assign and assure, the demised premises, unto the Purchasers, as is being done by this instrument and that there is no latent or patent defect of title of the Vendors/Owners in the same, or any latent or patent defect of title of the Purchasers i.e. being obtained through this instrument and further that there is no clog on the title of the Vendors/Owners and further there is no impediment, or bar for the Vendors/Owners to absolutely sell the demised premises as Vendors/Owners thereof, either under any law, or statute, or under any order of Court, or any other statutory forum, or Municipality or under any contract and the Vendors/Owners, hereby further covenant with the Purchasers, that the demised premises and every part thereof, is totally free from all encumbrances whatsoever and the Vendors/Owners hereby keeps the Purchasers sufficiently harmless and indemnified against the same and the Vendors/Owners hereby further covenant with the Purchasers, that all municipal taxes, electric bills, maintenance charges and all other outgoings, in respect of the demised premises, shall be borne by the Vendors/Owners till the month, date or quarter in which this conveyance is being executed or vacant and peaceful possession is taken, whichever is earlier, as shall be applicable and thereafter the same shall be paid by the Purchasers and the Vendors/Owners hereby further mutually covenant with the Purchasers, that the Purchasers shall be free to use, occupy, enjoy, possess and absolutely own the same, without any let or hindrance, claim, question or demand, being raised by the Vendors/Owners or any one claiming through or under them, or in trust or in equity and the Vendors/Owners further covenant with the Purchasers, that on request of the Purchasers, they will be bound to do, all and every act and to sign, execute and register if necessary, all deeds, documents, applications and papers, for more perfectly assuring the title, of and in the demised premises AND the parties doth hereby mutually covenant with one another, that all of them shall at all times in future, duly comply with all the terms and conditions contained in this conveyance.

**THE VENDORS / OWNERS AND DEVELOPER DOTH HEREBY FURTHER COVENANT WITH THE PURCHASERS AS FOLLOWS: -**

1. The interest which the Vendors professed to transfer, subsist and the Vendors have good, rightful power and absolute authority and indivisible title to grant, convey, transfer, assign and assure unto the Purchasers and every part or parts thereof respectively unto the Purchasers and the Vendors/Owners have not at any time hereto before done, omitted, committed, suffered or been party or privy to any act, deed or thing whereby they may be prevented from granting conveying transferring assigning or assuring the said demised premises which is morefully and specifically mentioned and/or described in the Schedule.
2. It shall be lawful for the Purchasers from time to time and at all times hereafter to enter into and upon the said demised premises which is morefully and specifically described in First Schedule hereunder and thus the demised premises is hereby sold, conveyed and transferred unto the Purchasers and every part thereof and to enjoy the said demised premises which is morefully and specifically described in Schedule hereunder, without any interruption claim or demand whatsoever by the Vendors/Owners or any person or persons claiming through under or in trust for the Vendors.
3. The said demised premises which is morefully and specifically described in Second Schedule is hereby sold conveyed and transferred unto the Purchasers and freed and discharged from or otherwise by the Vendors/Owners sufficiently indemnified against all and all manner of encumbrances claims and demands whatsoever caused, created, occasioned and / or made by the Vendors/Owners or any person or persons claiming or to claim through under or in trust for the Vendors/Owners.
4. The Vendors/Owners or every person or persons under or representing them, lawfully claiming any estate, right, title or interest into or upon the said demised premises which is more fully and specifically described in the Schedule hereunder, hereby sold conveyed and transferred unto the Purchasers or any part thereof through under or in trust for the Vendors/Owners shall and will at all times hereafter upon every reasonable request and at the cost of the Purchasers make, do, acknowledge, execute and perfect all such further and other lawful and reasonable acts, deeds, assurances, matters and things whatsoever for the further better and more perfectly assuring the said premises unto the Purchasers or shall or may be reasonably required.
5. The Vendors/Owners promise, declare, undertake and covenant with and to the Purchasers that they shall attend and/or present themselves before any Forum and/or Court and/or Govt. Authority and/or Organization and/or statutory body including South Dum Dum Municipality, CESE for and/or on behalf of and at the request of the Purchasers in order to answer, clarify, if any question, query and / or dispute is raised by the above authorities i.e. to corroborate, pass on and/or transfer better title to, for and in favour of the Purchasers the Vendors/Owners shall attend to any authority at any time at the request of the Purchasers.
6. That the Vendors/Owners hereby undertake and indemnify to pay all dues and/or arrears till the date of execution of these presents to and for the Purchasers or vacant and peaceful possession is taken, whichever is earlier, on account of municipal taxes, levies, electricity bills etc.

7. That the Vendors/Owners are the joint, exclusive and absolute Vendors/Owners of the property and/or otherwise well and sufficiently entitled to the said property (which is morefully and specifically mentioned and/or described in the Schedule).
8. That the Vendors/Owners hereby declares, that the properties appurtenant thereto is free from all encumbrances, mortgages (including mortgage by deposit of title deeds or anomalous mortgage under the Transfer or property Act), charges, liens, lispensens, annuity, right of residence or maintenance under any testamentary disposition, settlement or other documents or under any law, debutters, wakf, trusts, benami transactions, adverse possession, attachments, decree or order including any injunction or prohibitory order, acquisition, requisition, vesting, alignment, claims, demands and liabilities of whatsoever or howsoever nature and that the Vendors/Owners have and hold clear, undisputed, undisturbed, marketable and authentic title to the same.
9. The Vendors/Owners have actual, undisturbed, undisputed, exclusive, and absolute Ownership and khas physical possession of the said premises (which is morefully and specifically mentioned and/or described in the Schedule).
10. The Vendors/Owners also declare that the entire First Scheduled property is neither affected by and/or included under any law suit and/or proceedings nor affected by and under the (Urban Land Ceiling Regulation) Act., and/or scheme related to such Act or any other Law in force for the time being.
11. The Vendors/Owners have not entered into any Agreement for Sale, Lease, License, Tenancy and or any sort of Agreement and/or Contract with any body, person and/or organization in respect of and/or regarding the Scheduled property other than the abovementioned Purchasers.
12. The Vendors/Owners have not mortgaged this Scheduled property to any person and/or organization and/or body Corporate and/or bank etc.
13. The Vendors/Owners declare that there is no Title Suit pending and/or active in any Court and/or Tribunal etc. in respect of and regarding this scheduled property.
14. The Vendors/Owners neither have received any notice for Acquisition and/or Requisition, nor any process and/or proceeding for Acquisition and/or Requisition under any law or laws for the time being in force, is active and /or pending and /or under process and/or in motion in any Court, Tribunal and/or Administrative office and offices in respect of and with regard to the Scheduled property and the area appurtenant thereto or any part or portions thereof.
15. That it is hereby further agreed that the Purchasers hereto as the absolute owners of the said flat shall have all right to sell, gift, transferred and assign the said flat in any manner and the Developer/vendors or any co-owners shall have no objection to any such transferred.

**THE FIRST SCHEDULE ABOVE REFERRED TO**  
**(DESCRIPTION OF THE ENTIRE PROPERTY)**

**ALL THAT** piece or parcel of rent free land being Plot No. "E" Comprising North West Portion 7 (Seven) Cottahs 6 (Six) Chittacks 43 (Forty three) Sq. ft. be the same a little more or less, Central Portion 6 (Six) Cottaha 0 (Zero) Chittacks sq. ft. be the same a little more or less, South West Portion 7 (Seven) Cottaha 11 (Eleven) Chittacks 11

(Eleven) sq. ft. be the same a little more or less in all total land 21 (Twenty one) Cottaha 2 (Two) Chittacks 9 (Nine) sq. ft. be the same a little more or less, lying and situated at 12 D, Barrackpore Tank Road, now renumbered as Premises No. 12D/3, B.T. Road, P.S. – Chitpur, under Kolakta Municipal Corporation Ward No. 006, Kolkata – 700002, within the Jurisdiction A.D.S.R. Sealdah, in the District of Kolkata, butted and bound by:

ON THE NORTH : 1/1 Gopal Mukhejee Road

ON THE SOUTH : 10 B.T. Road

ON THE EAST : 2, Gopal Mukhejee Road and Delhi Garage

ON THE WEST : Partly 12/D/2, B.T. Road & Common Passage thereafter Plot D (Tank).

**THE SECOND SCHEDULE ABOVE REFERRED TO**

**(Description of Flat)**

**ALL THAT** piece and parcel of a Self contained Flat being No. “\_\_\_\_\_” on the \_\_\_\_\_ Floor, \_\_\_\_\_ Side, measuring super built up total area of \_\_\_\_\_ (\_\_\_\_\_) Sq. ft. more or less, consisting of 1 [One] Covered Room (on the basis of actual measurement) of the said building namely, on the first schedule mentioned property, along with undivided proportionate share of land and including rights of users of the common areas in the building namely **RADHA RANI APARTMENT**.

**THE THIRD SCHEDULE ABOVE REFERRED TO**

[Common Parts and Portions]

1. The foundation columns, girds, beams, supports, main walls, corridors, lobbies, stairs, roof, stairways entrance to and exist from the building intended for common use.
2. Common rights on the passages and lobbies on the Ground Floor excepting for other saleable spaces.
3. Water pump and electrical panels, wirings, switches and all electrical installations in common portions.
4. Overhead water tank, water pipes and other common plumbing installations and pump appended therein.
5. Windows, doors, grills and other fittings of the common areas of the said premises and/or the said building.
6. Electrical machine parts, electrical wiring, motors and fittings excluding those as are installed for any particular flat or unit in the said building.
7. All drains, sewers, drainage rain water pipes, septic tank, under ground deep tube well with boring therein,
8. Such other common parts, areas, equipments, installations, fixtures, fittings and spaces in or about the said premises and/or building as are necessary for passage to or user and occupancy of the said unit or flat in common and expressly to be the common parts of the building and premises.
9. Outside Paved periphery of the building stair. Lobby, Landing, entrance can't be used for parking of Motorcycle, cycle.



**THE FOURTH SCHEDULE ABOVE REFERRED TO**

[Common Expenses]

**i.** All costs of maintenance, replacing, repairing, white washing, painting, re-building, reconstructing, decorating, re-decorating and lighting the common parts and the portions and the common areas and also the outer walls of the said building and parking spaces.

**ii.** The costs of cleaning and lighting the passage, landings, staircase and all other parts of the building including the open compound.

**iii.** Insurance premium for insuring the said building against earthquake fire, lightening, mob-damages, civil commotion etc.

**iv.** The salaries of clerks, Caretaker, sweepers, electricians, plumbers and all other persons employed for the same purpose.

**v.** All charges and deposits for supplies of common utilities to the co-owners in common.

**vi.** Municipal Taxes and other outgoing expenses those as are separately assessed on the respective flat or unit.

**vii.** Cost and charges of establishment for maintenance of the said building and for watch and ward staff.

**viii.** All litigation expenses for protecting the title of the said land and building.

**ix.** The office expenses incurred for maintenance of the office for common purpose.

**x.** Costs of establishment and operation of the Association upon its formation relating to common purposes.

**xi.** All such other expenses and outgoings as are deemed by the Vendors/Owners and/or of the Association to be necessary for or incidental thereto.

**xii.** All expenses referred to above shall be borne and paid proportionately by the co-Purchasers on and from the date of taking over the Possession of their respective flats or units but the Vendors/Owners shall be liable to bear such charges in respect of flats or units not taken by any Purchasers.

**IN WITNESS WHEREOF** the parties hereto have hereunto set and subscribed their respective hands, and seals in the day, month and year first above written.

**SIGNED, SEALED AND DELIVERED**

In presence of the following

Witnesses:

1.

**SIGNATURE OF TH VENDORS/OWNERS**

2.

**SIGNATURE OF THE DEVELOPER**

**SIGNATURE OF THE PURCHASERS**

**MEMO OF CONSIDERATION**

Received a sum of **Rs.** \_\_\_\_\_ /- [Rupees \_\_\_\_\_] only as full and final consideration as follows:- .

<b><u>DATE</u></b>	<b><u>BANK</u></b>	<b><u>BRANCH</u></b>	<b><u>CHEQUE</u></b>	<b><u>AMOUNT (Rs)</u></b>
<b>TOTAL AMOUNT (Rs)</b>				_____ /-

( \_\_\_\_\_ Only)

**IN THE PRESENCE OF :**

1.

2.

**SIGNATURE OF THE DEVELOPER**