


DEED OF CONVEYANCE

THIS INDENTURE made this the ___ day _____(Month) 20__(Year)

BETWEEN

(1) Sri Onker Chatterjee (PAN: ABWPC0265C), son of Late Kanu Bhusan Chatterjee, by faith Hindu by occupation retired from service, by Nationality- Indian, residing at Madhugarh Spandan Apartment, 275 Purba Sinthee Road, Ghughudanga, P.S. Dum Dum, P.O. - Ghugudanga, Kolkata -700030. **(2) Smt. Runu Chakraborty (Chatterjee)**, (PAN: ATHPC1388D), wife of Asis Chakraborty and, daughter of Late Kanu Bhusan Chatterjee, by faith Hindu, by occupation housewife, by Nationality- Indian, residing at 35 Central Road P.S. & P.O. – Jadavpur, Kolkata -700032, and **(3) Sri Ajit Kumar Mandal** (PAN: AEJPM2592Q), son of Late Sashi Bhusan Mondal by faith Hindu by occupation – Service, by Nationality- Indian, residing at 85- Chak Garia, Srinagar main Road P.O. & P.S. - Panchasayar, Kolkata -700094 herein after called and referred to as “**PRINCIPALS/OWNERS**” do hereby SEND GREETINGS. represented by their constituted attorney - **M/S PRAGATI ENTERPRISE**, a sole proprietorship firm, registered address at 6B, Rajani Bhattacharjee Lane P.S.- Tollygunge, P.O- Kalighat, Kolkata-700026, represents by its proprietor Sri Shibsankar Sarkar (PAN- BCQPS4192G) son of Late Sushil Kumar Sarkar, by Nationality-Indian, by faith-Hindu, by occupation-Business, previously residing at residing at 6B Rajani Bhattacharjee Lane P.S.- Tollygunge, P.O- Kalighat, Kolkata-700026 and presently residing at 68B/46/1B Raja S.C. Mallick Road, Kolkata-700092, said Development Agreement and Development Power of Attorney registered in the office of registered in the office of District Sub-Registry Alipore, South 24 Parganas, being Deed No.000398 and Deed No. 000405 for the year 2020 hereinafter shall be called and referred to as the “**OWNERS/ VENDORS**” (which term or expression unless excluded by or repugnant to the subject or context shall mean and include their respective heirs, executors, administrators, successors, legal representatives and assigns) of the **FIRST PART**.

PRAGATI ENTERPRISE

 Proprietor

Contd.....

AND

[1] _____ (PAN - _____) son/daughter/wife of _____, by faith- _____, by nationality - Indian, by occupation- /Business/Service/Retired/Housewife, presently residing at _____, P.O.- _____, P.S.- _____, Kolkata- _____ and [2] _____ (PAN - _____) [son/daughter/wife of _____, by occupation- /Business/Service/Retired/Housewife, by faith- _____, by nationality - Indian, presently residing at _____, P.O.- _____, P.S.- _____, Kolkata- _____, hereinafter shall be called and referred to as the '**PURCHASERS**' (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their legal heirs, executors, administrators, legal representatives, nominee/s) as the party of the **SECOND PART**.

AND

M/S PRAGATI ENTERPRISE, a sole proprietorship firm, registered address at 6B Rajani Bhattacharjee Lane P.S.- Tollygunge, P.O- Kalighat, Kolkata-700026, Proprietor of Shibsankar Sarkar (PAN- BCQPS4192G) son of Sri Sushil Kumar Sarkar, by Nationality- Indian, by faith-Hindu, by occupation-Business, residing at 6B Rajani Bhattacharjee Lane P.S.- Tollygunge, P.O- Kalighat, Kolkata-700026, hereinafter shall be called and referred to as the '**DEVELOPER / BUILDER**' (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include all the partners, executors, successors/ successors-in-office, administrators, legal representatives, nominees, and/or assigns) as the party of the **THIRD PART**.

WHEREAS by virtue of an indenture of sale (Bengali Bikroy Kobala) dated 14.12.1983 Sri Manindra Nath Middar and Smt. Rani Mondal, of Srinagar, Dhalua P.S. - Sonarpur, Dist. - South 24 Parganas, as vendor, sold to Sri Kanu Bhusan Chatterjee and Smt. Usha Rani Chatterjee, referred therein as purchasers, against valuable consideration the landed property, measuring about I Cottah 13 Chittack shali land little more or less, situated within Mouza - Chak Garia, J.L. No. 26, of R.S. khatian No. 156 and RS. Dag no. 181 within the P.S. - Kasba being subsequently known as premises no- 383 Chak Garia of the Kolkata Municipal Corporation ward no. 109, Kolkata-700094, together with all other easement rights, privileges appendages and appurtenances in the land hereditaments and premises and the said deed of conveyance was duly registered in the office of the D.R. Alipore, Dist. South 24 Parganas and recorded in Book No. 1, Being No. 16690 for the year 1983.

AND WHEREAS on or about 05.07.1986 by virtue of an indenture of sale (Bengali Bikroy Kobala) said Sri Kanu Bhusan Chatterjee (Chakraborty) & Smt. Usha Rani Chatterjee (Chakraborty) jointly purchased a plot of land adjacent to the above mentioned land, measuring about 84 sq.ft. i.e. 1 Chittack 39 sq.ft Shali land of J.L. No. 26, RS. Khatian No. 62, R.S. Dag No. 182 of Mouza- Chak Garia from one Gobinda Biswas, son of Late Kailash Chandra Biswas of Nabagram (Garia) South 24 Parganas against valuable consideration as mentioned therein.

AND WHEREAS after such purchase of the said property said Kanu Bhusan Chatterjee died on 25.06.2009 and Usha Rani Chatterjee died on 16.06.2014 leaving behind them surviving Sri Onker Chatterjee, son and Runu Chakraborty (Chatterjee), daughter as their heirs and legal representatives, who inherited the said landed property measuring an area 1 Cottah 14 Chitak 39 sq.ft. absolutely according to Hindu Succession Act. Beside the said Onker Chatterjee and Runu Chakraborty there are no other heirs of the said Kanu Bhusan Chatterjee and Usha Rani Chatterjee.

AND WHEREAS the said land was converted subsequently into bastu from Shali by conversion order issued by the Office of the Block Land and Land Reforms Officer, Govt. of West Bengal, vide case no. 445/2018 dated 27.02.2019.

AND WHEREAS on or about 16.12.2002 by virtue of an indenture of sale (Bengali Bikroy Kobala) said Ajit Kumar Mandal, the party of the Second Part, purchased a plot of land measuring about 1 Cottah 5 Chittak with structure lying and situate with Mouza - Chak Garia, J.L. No. 26, being premises no. 85 Chak Garia Kolkata -700094, P.S. -Kasba at present Panchasayar within KMC Ward No. 109 against valuable consideration as mentioned therein and the said deed of sale was duly registered in the office of D.S.R. - III at Alipore, South 24 Parganas and recorded in Book No. 1, Volume No. 147, Pages 463 to 468, Being No. 6799 for the year 2002.

AND WHEREAS said Ajit Kumar Mandal, became absolute owner of the land measuring about 01 Cottah 35 sq.ft. situated within Mouza - Chak Garia, J.L. No. 26, being premises no. 85 Chak Garia Kolkata - 700094, P.S. -Kasba at present Panchasayar, by virtue of a Deed of Gift (Bengali 'Dan Patra') dt 21.03.2005, executed by his wife Smt- Manimala Mondal in favour of Said Ajit Kumar Mandal and the said Deed of Gift was executed in the office of the D.S.R -III at Alipore, South 24 Parganas and recorded in Book No. 1, Volume No. 4, Pages 9590 to 9605, Being No. 1907 for the year 2005.

AND WHEREAS after such purchase and the Deed of Gift, said Ajit Kumar Mandal became owner of the total land measuring about 2 Cottah 5 Chittack 35 sq.ft.

AND WHEREAS said Onker Chatterjee and Runu Chakbraborty (Chatterjee), and the said Ajit Kumar Mandal are in uninterrupted enjoyment and occupation of their respective properties since their inheritance and/or purchase/gift.

AND WHEREAS the said parties agreed to construct their respective building for better and comfortable living but since measure of the said two lands are so small, they have

decided among themselves to amalgamate both the plots into a single plot by way of exchange/transfer for obtaining better F.A.R for the purpose of construction.

AND WHEREAS the said Onker Chatterjee and Runu Chakraborty (Chatterjee) and Ajit Kumar Mandal have mutually agreed to amalgamate their two adjoining plots by way of transfer of 50% undivided share from their respective land to each other and to make the said two plot of land into a single plot of land AND they have agreed to adjust, settle and demarcate the boundaries of their said two adjoining plot of lands by making mutual deed of gift of undivided 50% of land from their respective plot of land to each other as hereinafter appearing by fixing and providing for a new/ boundary as hereinafter mentioned.

AND WHEREAS the said owners herein conjoint the said two separate lands by Deed of Exchange, duly registered at the office of D.S.R-II at Alipore, Being No. 160209993 for the year 2019 of the said office and area of the total land became 4 Cottah 4 Chittacks 29 sq.ft. morefully written in the Schedule - A hereunder. Said owners duly mutated the said conjoint land with the Kolkata Municipal Corporation and premises has been numbered as 383, Chak Garia & Assessee No. 311090303835.

WHEREAS the owners herein are became the joint Owners of all that piece and parcel of land measuring 04 Cottah 04 Chittak 29 Sq.ft. be the same or a little more or less, Mouza - Chak Garia, J.L. No. 26 of RS. Khatian No. 156 and 62 and. R.S. Dag no. 181 and 182 within Kolkata Municipal Corporation Ward No: 109, being KMC premises no. 383 Chakgaria, P.S. -Panchasayar, Borough - XII, Kolkata -700094, Sub- Registration office Alipore, Dist. South 24 Parganas, within the KMC Ward No. 109, particularly described in the SCHEDULE hereunder written hereinafter referred to as the said premises (hereinafter referred to us the said Property).

The Land Owners 1) Sri Onker Chatterjee 2) Smt. Runu Chakraborty. (Chatterjee), 3) Sri Ajit Kumar and Shall also mean and include their respective heirs, executors, legal representative and assigns

For the purposes of Developing the aforesaid property or properties one Development Power of Attorney registered in the office of registered in the office of District Sub-Registry Alipore on dated 24/02/2020, South 24 Parganas, being Deed No. 346 for the year 2020 hereinafter which was executed on 17/02/2020

AND ALSO, WHEREAS after partition of India a large number of residents of former East Pakistan, now known as Bangladesh, crossed over and came to the territory of the State of West Bengal from time to time due to force of circumstances beyond their control.

AND WHEREAS the Government of West Bengal (hereinafter referred to as the

Government) offered all reasonable facilities to such persons (hereinafter referred to as the "Refugees") for residence of West Bengal.

AND WHEREAS a considerable number of such people were compelled by circumstances to use vacant land in the urban areas for homestead purpose.

AND WHEREAS said Sri Shibsankar Sarkar is a builder cum developer of real estate properties carrying on his proprietorship business in the name and style as - **M/S PRAGATI ENTERPRISE**, a sole proprietorship firm, having its office at 6B Rajani Bhattacharjee Lane P.S.- Tollygunge, P.O- Kalighat, Kolkata-700026, represented by its sole proprietor Sri Shibsankar Sarkar (PAN- BCQPS4192G), son of of Sri Sushil Kumar Sarkar, by Nationality-Indian, by faith-Hindu, by occupation-Business, residing at 6B Rajani Bhattacharjee Lane P.S.- Tollygunge, P.O- Kalighat, Kolkata-700026, being approached by the other co-owners for developing the aforesaid property agreed to develop the aforesaid property for better residential comforts and also for mutual benefits and entered into an Agreement for Development on 17/02/2020 with the other co-owners namely Owners Sri Onker Chatterjee Smt. Runu Chakraborty. (Chatterjee), Sri Ajit Kumar, who are collectively having undivided equal share of the aforesaid property. The said Agreement for Development on 17/02/2020 having some agreed terms, conditions and stipulations including their respective allocations was duly a registered Deed of Sale dated 20th day of December, 2019 registered in the office of District Sub-Registry Alipore, South 24 Parganas and recorded being No. 9993 for the year 2019, hereinafter referred to us the said Property for the year 2019. Simultaneously, Sri Onker Chatterjee Smt. Runu Chakraborty. (Chatterjee), Sri Ajit Kumar also signed, executed and registered a Development Power of Attorney on the 17th February, 2020 appointing, nominating and constituting Sri Shibsankar Sarkar proprietor **M/S PRAGATI ENTERPRISE**, having its office 6B Rajani Bhattacharjee Lane P.S.- Tollygunge, P.O- Kalighat, Kolkata-700026 to effectively do or cause to be done all acts, deed, things and matters necessary for the development of the aforesaid property. The said Development Power of Attorney dated 17/02/2020 was duly registered on the 17th of February, 2020 at the of District Sub-Registry Alipore, South 24 Parganas.

AND WHEREAS the developer thereafter at his own cost and responsibility prepared, submitted and obtained a proposed building plan sanctioned from the Kolkata Municipal Corporation for a ground plus four storied building and is under construction, the work of construction of multi storied building as per the sanctioned plan and or proposed ground plus five storied building to be sanctioned or revised sanctioned plan from the competent authority shall be carried out at his own and responsibility of the Developer herein.

AND WHEREAS after the registration of the Agreement for Development on 17.02.2020 at the office of the of District Sub-Registry Alipore, South 24 Parganas. Being No. 342 for the year 2020 and Development Power of Attorney dated 17/02/2020 registered on the 24th of February, 2020 at the office of the office of the of District Sub-Registry Alipore, being No. 346 for the year 2020 followed by obtainment of the proposed building plan sanctioned by the Kolkata Municipal Corporation authorities vide **Building permit No. 2020/20262 dated 11/12/2020** for carrying out the work of construction of a multi storied building as per the sanctioned plan.

AND WHEREAS the Purchasers had already examined the title of the Owner/Vendor herein, building plan, specification and drawings for the construction of the building and the said Agreement for Development on 28/02/2020 and Development Power of Attorney dated 24.02.2020 made between the Vendors and the Developer and had thoroughly satisfied themselves about the same and by an agreement dated _____, the Purchasers herein agreed to acquire one self-contained flat on the _____ side of _____ Floor earmarked as Flat- _____ measuring more or less _____ (_____) sq. ft of super built up area containing _____ (_____) Bedrooms, 1(One) Toilet, 1(One) W.C, 1(One) Kitchen, 1(One) Verandah and Living cum Dining space together with undivided proportionate impartible share of land with all common facilities and amenities in the proposed _____ storied building to be built on the SCHEDULE – ‘A’ property of the Vendors or the party of the First Part herein, for a total consideration of Rs. _____/- (Rupees _____) only payable by the Purchasers herein to the Developer herein for purchasing the aforesaid flat from the Developer, which the Purchasers herein had already paid to the Developer herein, which the Developer this day duly acknowledges the receipt hereof.

NOW THIS INDENTURE WITNESSETH THAT in pursuance of the said Agreement dated _____ made between the Vendors, Developer and the Purchasers herein and in

consideration of the said total sum of Rs. _____/- (Rupees _____) only paid by the Purchasers to the Developer herein at or before the execution of these presents (the receipt of which sum the Developer

herein doth hereby admits and acknowledge and of and from the same and every part thereof acquit release and forever discharge the Purchasers as well as the said one self contained flat on the _____ side of _____ Floor earmarked as Flat- _____ measuring more or less _____ (_____) sq. ft of super built up area containing __ (____) Bedrooms, 1(One) Toilet, 1(One) W.C, 1(One) Kitchen, 1(One) Verandah and Living cum Dining space together with undivided proportionate impartible share of land with all common facilities and amenities in the proposed _____ storied building to be built on the SCHEDULE – ‘A’ property of the Vendors or the party of the First Part herein hereby intended to be sold, granted and conveyed, the Vendor doth hereby sell, convey, transfer, assign and assure unto the Purchasers, said flat, together with undivided proportionate share of common areas fully described in the **SCHEDULE-‘B’** hereunder hereinafter referred to as the said Flat TOGETHERWITH right and interest and benefits in respect of all common parts/areas/portions, common amenities and common convenience relating thereto particularly described in the **SCHEDULE-‘C’** hereto for the beneficial use and enjoyment of the said flat AND TO HAVE AND TO HOLD the said Flat unto the Purchasers absolutely free from all encumbrances, trust, lien, attachments, lispenses, whatsoever.

1. The Vendors doth hereby covenant with the Purchasers as follows :-

(a) The interest which the Vendor/Developer doth hereby profess to transfer, subsists and that they have good right, full power, absolute authority and indefeasible title to grant, convey, transfer, sell, assign and assure the said Flat granted, conveyed, sold, transferred, assured and assigned unto the Purchasers in the manner aforesaid.

(b) It shall be lawful for the Purchasers from time to time and at all times hereafter to enter into, hold, possess and enjoy the said Flat, together with right and interest in common areas described in Schedule-‘C’ and to receive the rents, issues and profits thereof without any interruption, hindrance,

claim or demand or disturbances whatsoever from or by the Vendors or any persons or person claiming through under or in trust for them.

- (c) The said Flat is freed and discharged from and against all manner of encumbrances whatsoever.
- (d) The Vendors shall from time to time and at all times hereafter upon every reasonable request and at the cost of the Purchasers 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 said Flat, unto the Purchasers in the manner aforesaid as shall or may be reasonably required.
- (e) The Vendor have not concealed or suppressed any material defects in the title.
- (f) The Purchasers shall be entitled to sell, transfer, mortgage and to dispose of the said Flat, in any manner without any interference from the Vendors or other occupants of the building.
- (g) The Purchasers shall become a member of the association of the flat owners and shall pay proportionate maintenance charges to such association regularly.
- (h) The Purchasers shall sign and execute all papers, documents and applications for the purpose of formation of the syndicate or association or society of flat/space owners as may be necessary.
- (i) The Purchasers shall be bound by terms as embodied in the agreement dated _____.
- (j) The Purchasers shall pay all fees, charges, fines and penalty (if any) imposed by the KMC for any internal changes (if made) in the aforesaid flat and shall mutate their names in the records of the Kolkata Municipal Corporation [South Suburban Unit] and shall pay assessed taxes regularly, until separate assessment is made shall pay proportionate Municipal taxes to the Developer/ Flat Owners Association.
- (k) The Purchasers shall bring separate electric meter in their name/s for their needs at their own cost (if required).

(l) The Purchasers shall have to separately pay the service tax/GST /additional GST applicable as per government norms extra apart from the total consideration amount of the Flat.

The **SCHEDULE - 'A'** referred to as

The "**PROPERTY**"

ALL THAT piece and parcel of homestead land measuring 04 Cottah 04 Chittak 29 Sq.ft. be the same or a little more or less, Mouza - Chak Garia, J.L. No. 26 of RS. Khatian No. 156 and 62 and. R.S. Dag no. 181 and 182 within Kolkata Municipal Corporation Ward No: 109, being KMC premises no. 383 Chak Garia, P.S. -Panchasayar, Borough - XII, Kolkata -700094, Sub- Registration office Alipore, Dist. South 24 Parganas, within the KMC Ward No. 109, together with all right of easement belonging and appurtenant thereto which is butted and bounded in the manner following:

On the **North** : Portion of Land of Dag No. 181 & 99;

On the **South** : 11ft. wide KMC Road ;

On the **East** : KMC Premises No. 1170 Chakgaria ;

On the **West** : 30ft. wide Srinagar main Road.

The **SCHEDULE - 'B'** referred to as

the "**FLAT**"

ALL THAT one self-contained flat on the _____ side of _____ Floor earmarked as Flat- _____ measuring more or less _____ (_____) sq. ft of super built up area containing _____ (_____) Bedrooms, 1(One) Toilet, 1(One) W.C, 1(One) Kitchen, 1(One) Verandah and Living cum Dining space together with undivided proportionate impartible share of land with all common facilities and amenities in the proposed _____ storied building to be built on the SCHEDULE - 'A' property.

The **SCHEDULE – ‘C’** referred to as
the **“COMMON AREAS & FACILITIES”**.

The common areas and facilities mentioned in this agreement shall include:

Shall mean land, path and passage, stair, landing, lift open space, boundary wall, septic tank, water reservoir, underground and overhead water tank, corporation water, ultimate roof, rain and drain water pipe sewer and sewerage common plumbing materials and other common areas with common light and fittings.

The **SCHEDULE – ‘D’** referred to as
the **“PROPORTIONATE EXPENSES”**

Costs, expenses and outgoings and obligations for which all the flat owners are to contribute proportionately:

The expenses of maintaining, repairing, redecorating and renewing the main structures and in particular the drainage system, sewerage, rain water discharge arrangements, water supply system, system of electricity, to all common areas mentioned in the Schedule – ‘C’ hereto including lift.

The expenses of repairing, maintaining, painting, white washing and colour washing the main structures of the building including the exterior of the said building and also the common area of the building described in the Schedule – ‘C’ above written.

The cost of cleaning and lighting the entrance of the building, passages and open spaces around the building, lobby, corridors, stair case, roof, lift, tanks and other common areas. Salaries, wages, fees and remunerations of security personnel, sweepers, plumbers, electricians, care takers, liftman or any other persons whose appointment may be considered necessary for maintenance and protection of the said premises and administration and management of the affairs thereof. Insurance premium of the building [if any]

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

SIGNED, SEALED AND DELIVERED,

At Kolkata, in the presence of Witnesses:

1. **VENDORS / FIRST PART**

2. **PURCHASERS / SECOND PART**

3. **DEVELOPER / THIRD PART**

Prepared by me in my office.

ADVOCATE,

RECEIVED of and from the within named Purchasers the within mentioned sum of Rs. _____/- (Rupees _____) only being the full consideration money paid under these presents as per memo below.

MEMO OF CONSIDERATION

1. By Cheque No. _____ dated _____ drawn on
_____ Bank, _____ branch. Rs. _____/-
2. By Cheque No. _____ dated _____ drawn on
_____ Bank, _____ branch. Rs. _____/-
3. By Cheque No. _____ dated _____ drawn on
_____ Bank, _____ branch. Rs. _____/-
4. By Cheque No. _____ dated _____ drawn on
_____ Bank, _____ branch. Rs. _____/-

Rs. _____ .00

[RUPEES _____ ONLY]

WITNESSES:

- 1.
- 2.

PRAGATI ENTERPRISE

Proprietor

DEVELOPER / THIRD PART