

**DEED OF CONVEYANCE**

**THIS DEED OF CONVEYANCE** is made this                      day of                      2020    (Two Thousand )

**By and Between**

**1)SRI RATAN KUMAR GHOSH, (PAN. ADZPG2916K)**, aged about 54 Years, son of Late Haran Chandra Ghosh, by faith: Hindu, by Nationality: Indian, by occupation: Business, **2)SMT MOM GHOSH, (PAN. AENPG2792L)**, aged about 46 Years, Wife of Sri Ratan Kumar Ghosh, by faith: Hindu, by Nationality: Indian, by occupation: Business, both are residing at – 18, Baishnabghata Road, P.S- Netajinagar, Kolkata- 700047, District: South 24 Parganas, **3)SRI DEB KUMAR MUKHERJEE, (PAN. AISPM6001F)**, aged about 76 Years, son of late Bata Krishna Mukherjee , **4) SMT TAPASI MUKHERJEE, (PAN. AJPPM9100P)**, aged about 62 Years, wife of Sri Deb Kumar Mukherjee by faith: Hindu, by Nationality: Indian, by occupation: Business, both are residing at – 12, Baishnabghata Road, P.S- Netajinagar, Kolkata- 700047, District: South 24 Parganas hereinafter referred to as the **LAND OWNER/VENDOR'S** (Which term or expression shall unless repugnant to the context meaning thereof be deemed to mean and include his heirs, executors, administrators, successor in interest and permitted assigns) of the **FIRST PART**.The owner is being represented by their Constituted Attorney **M/S M K R NIRMAN Pvt.Ltd.** of 18, Baishnabghata Road, P.S - Netajinagar, Kolkata- 700047, District : South 24 Parganas, through its Directors - 1) SRI RATAN KUMAR GHOSH, 2) SMT. MOM GHOSH, duly appointed vide one General Power of Attorney and Development Agreement duly registered in the office of the Additional District Sub-Registrar Sonarpur, and recorded in Book No-1, Volume No- 1608-2019, page from 108515 to 108538 being no. 160804283 and Book No-1, Volume No- 1608-2019, page from 108467 to 108514 being no. 160804278 for the year 2019.

MKR NIRMAN PVT. LTD.

*Ratan Kumar Ghosh*  
Director

**AND**

**SRI** ....., (**PAN** .....) son of Sri ....., aged about ..... Years, by faith: Hindu, by Nationality: Indian, by occupation: ....., residing at- ....., Kolkata-....., hereinafter called the **PURCHASER/ALLOTTEE** (Which term or expression shall unless repugnant to the context meaning thereof be deemed to mean and include his heirs, executors, administrators, successor in interest and permitted assigns) of the **SECOND PART**.

**AND**

M K R NIRMAN PVT. LTD., a Private Limited Company, incorporated under Indian Companies Act, 1956, having its registered office at 18, Baishnabghata Road, P.S- Netajinagar, Kolkata- 700047, District: South 24 Parganas, being represented by its Directors namely- 1) SRI RATAN KUMAR GHOSH 2) SMT. MOM GHOSH, by faith-Hindu, by occupation-Business, both

are residing at 18, Baishnabghata Road, P.S- Netajinagar, P.O. Naktala Kolkata-700047, District : South 24 Parganas, hereinafter referred to as the "PROMOTER/DEVELOPER" ( which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include his heirs, executors, administrators, legal representatives and assigns) of the THIRD PART.

**WHEREAS**

- A. One Ramsabaswa Bhattacharya, son of Late Pran Krishna Bhattacharya was recorded owner of ALL THAT homestead and bagan land measuring about 05 bighas more or less lying in Mouza : Rajpur, Pargana : medanmallah, Touji No. 160, Police Station Sonarpur, District south 24 parganas.
- B. By One Deed of Conveyance Dated 06/02/1915 registered on 10.02.1915 said ramsarbaswa Bhattacharya sold transferred and conveyed the the said land measuring about 05 bighas more or less to Sri Nilkamaal Das Sarkar, son of Late Dinanath Das Sarkar, for consideration mentioned therein . Said deed of conveyance was registered in the office of the district Sub Registrar Alipore and in Book No. I. Volume No. 19, Pages From 82 to 84 Being No 313, for the Year 1915.
- C. While in possession of the said property said Nilkamal Das sarkar deid intestate leaving behind his only son namely Surya Das Sarkar alias Surya Kumar Sarkar who became the sole and absolute owner of the properties left by the said deceased by way of inheritance.
- D. It is pertinent to mention here that Surya Kumar Das Sarkar had by swearing an affidavit before the Learned Magistrate District 24 Parganas had stopped using Das Das as his middle name.
- E. In the Revisional Survey land measuring about 1.25 acre was recorded in Dag No 906, under Khatian No. 1255, 61 decimal of homestead land was

recorded in dag No. 907, and 12 decimal of land was recorded in Dag No. 908, under Khatian No. 1256 in the said Mouza : Rajpur, J.L No No 55, Touji No. 251, Pargana : Medanmalla Police Station Sonarpur, District – South 24 Parganas in the Name of Said Surya Kumar Sarkar, as absolute owner Subsequently said property came within the local limits of Rajpur – Sonarpur Municipality.

- F. Said Surya Kumar Sarkar thereafter died intestate leaving behind him his wife namely Mira Sarkar one namely Pradip Kumar Sarkar and two daughter namely Suparna Basu and Sikha Ghosh as his only heirs. Said Mira Sarkar also died intestate on 27.07.2011 leaving behind her one son Pradip Kumar Sarkar and two daughter namely Suparna Basu and Sikha Ghosh. An his only legal heirs.
- G. After the demise of their parents the owners Sri Pradip Kumar Sarkar Sikha Ghosh and Suparna Basu, herein became the joint owners of the said Property by way of inheritance as per Hindu Law of Succession having equal share therein and owners sole land in Dag No. 906 and made out passage from the land in dag No 907, and have mutates their names in respect of residual land i.e. 54 decimal in R.s Dag No 907, and 12 decimal in R.. Dag No 908 in the office of the B.L. & L.R.O as well as in the Rajpur – Sonarpur Municipality and after such mutation and separate assessment said holding has been known and numbered as 58, Pulin Behari Basu sarani Sarani under Ward No. 16, Police Station Sonarpur, District south 24 Parganas.
- H. Since then the owners are now in possession and enjoyment of the said 54 decimal of land in R.S. Dag No 907, and 12 decimal in R.s. Dag No. 908, under R.S. Khatian No. 1256 in Mouza – Rajpur Police Station Sonarpur, District south 24 Parganas, having undivided one – thired share each without any interference or interruption from others.
- I. By one deed of conveyance dated- 02.05.2017, the Owner/Vendor herein purchased land measuring about 41.0 decimals comprised in R.S. Dag No.907, under R.S. Khatian. 1256, Mouja: Rajpur, J.L. No. 55, Touzi No. 251, within the limits of the Rajpur-Sonarpur Municipality, Ward No. 16, P.S. Sonarpur, District: South 24 Parganas from the Owner namely Sri Pradip Kumar Sarkar, Smt Sikha Ghosh and Smt Suprna Basu alise Suparna Bose, for consideration. Said deed was registered in the office of A.D.S.R. Sonarpur and recorded in Book No. I, Volume No. 1604-2017, Pages 74588 to 74624, Being No. 160402136 for the year 2017.
- J. By One deed of conveyance dated- 02.05.2017, the Vendor herein purchased land measuring about 12.0 decimal comprised in R.S. Dag No.

908, appertaining to R.S. Khatian No. 1256, of said Mouja: Rajpur, P.S. Sonarpur , under Rajpur-Sonarpur Municipality, Ward No. 16, from the owner namely Sri Pradip Kumar Sarkar, , Smt Sikha Ghosh, and Smt Suparna Basu alise Suparna Bose and recorded in Book No- 1, Volume No-1604-2017 Page from 58079 to 58110 being No- 160402064 , for the year 2017.

- K By one deed of conveyance dated- 02.05.2017, the Owner/Vendor herein purchased land measuring about 1 K 9 chittak 15 Sqft comprised in R.S. Dag No. 906, under R.S. Khatian No. 1255, Mouja: Rajpur, under Rajpur-Sonarpur Municipality, Ward No. 16, P.S. Sonarpur, District: South 24 Parganas from Sri Pradip Kumar Sarkar, , Smt Sikha Ghosh, and Smt Suparna Basu alise Suparna Bose said deed was registered in the office of the A.D.S.R. Sonarpur, Book No- 1, Volume No- 1608-2017 Page from 42665 to 42691 being No- 160802066 , for the year 2017..
- .L Thus the Vendor herein became the absolute and lawful owner of land measuring about 1Bigha 13 Cottahs 10 Chittak 16 sqft, ( 55.61) decimal. more or less in Mouja: Rajpur, vide three deed of conveyance as stated above. Being the owner, the Vendor has mutated his name in the office of the Rajpur-Sonarpur Municipality and after such mutation said portion of land has been known as 190, Pulin Behari Basu Sarani, Ward No- 16, Under Rajpur- Sonarpur Municipality . The natureof the landalso been converted in Bastu by the BLRO office Govt. of West Bengal..

**AND WHEREAS** with an intention to develop the said entire land at Holding No. 190 Pulin Behari Basu sarani by raising building thereon the owners herein entered into an Agreement with "MKR NIRMAN Pvt.Ltd" the Promoter/ Developer herein under Certain terms and conditions mentioned therein Said Development Agreement was executed and registered on 30.07.2019 in the office of A.D.S.R Sonarour and recorded in Book No.1, C.D.Volume No.-1608-2019 Pages from 108647 to 108514 Being No. 160804278 of 2019. The owners also appointed the Developer herein as their attorney by executing one General Power of Attorney, particulars of which have already given above.

**AND WHEREAS** it has been interlaid agreed in between the owners and the Developer, that the Developer shall construct buildings in different

blocks at the said Holding as per plan to be approved by the Municipality and the Developer shall have right to deal with the said property after making over the owners consideration as per terms of the said agreement. **AND WHEREAS** on the basis of the said agreement and the Power delegated to it the Developer herein has constructed ground plus four storied buildings in Two blocks as per plan duly approved by the Rajpur-Sonarpur Municipality vide sanction No. 69/CB/16/31 dated 01.10.2020 at Holding No. 190 Pulin Behari Basu sarani and declared for sale of flats, car parking spaces or other spaces at thr said Holding for consideration. Be it stated here that the buildings Constructed in 190 Pulin Behari Basu sarani has been named as "SUCASA GARDEN PHASE -I"

**AND WHEREAS** on the basis of such declaration the purchasers herein have jointly agreed to purchase one self contained flat no. "-----" in **Block-** "-----", having a carpet area area of ----- **Sq.ft. varanda Area ----- sq.ft. and maintanace chargeable area ---- sq.ft.** situated at the ----- -- **side** of the ----- **floor** along with a **Car parking space No. -----**, measuring more or less **135 Sq.ft.** on the **Ground floor** in **Block "-----"** of the said Ground plus Four storied building, hereinafter referred to as the unit together with undivided proportionate share in the land underneath said particular block and subject to the terms hereinafter stated to use the common areas and facilities there at or for the total consideration of **Rs. -----/- (Rupees -----)Only** free from all encumbrance and accordingly the purchasers entered into an agreement for sale registered on -----, was duly registered at the office of the -----, South 24 Parganas, Being No. -----for the year ----- and paid the earnest money.

**AND WHEREAS** upon receipt of the entire consideration the Developer has delivered possession of the said unit to the purchasers as per terms of the said unit to the purchasers as per terms of the said agreement.

**NOW THIS INDENTURE WITNESSETH** that in pursuance of the said agreement and in consideration of the said sum of **Rs. -----/- (Rupees -----)Only**.truly paid by the Purchasers herein to the Developer, the receipt whereof the Vendor and the

Developer hereby admits and acknowledges as per memo of consideration hereunder written and from the payment of the same and every part thereof forever acquit, release, exonerate and discharge the Purchasers as well as the said flat and car parking space along with the proportionate undivided share and right, title and interest over the land underneath the said building with right to use the facilities in common with other owner/owners or occupiers thereto. The Vendor and the Developer do hereby grant, sell, transfer, convey, assign and assure unto the Purchasers **ALL THAT** one self contained Flat bearing No. . “ ----- ” in **Block-** “ ----- ”, having a carpet area area of ----- **Sq.ft. varanda Area** ----- **sq.ft. and maintanace chargeable area** ----- **sq.ft.** situated at the ----- **side** of the ----- **floor** along with a **Car parking space** **No.** -----, measuring more or less **135 Sq.ft.** on the **Ground floor** in **Block** “-----” together with undivided proportionate share in land underneath the said Block lying and situate at **Municipal Premises/Holding No. 190 Pulin Behari Basu sarani, kol-700149**, which is more fully and particularly described in the **SECOND SCHEDULE** hereunder written hereinafter referred to as the **“said flat & car parking space”** together with the proportionate indivisible share of the land underneath together with rights of easements thereto and other rights, privileges, benefits, advantages, liabilities, liberties, duties in common with other owners/occupiers having covenants conditions and stipulations etc. to enjoy and possess all common areas, passage,

advantages thereto or reputed to belong to the estate, right, title, interest, claim and demand of the Vendor up to and upon the said land proportionately incurring proportionate expenses for the said common portion out of costs and expenses of the Purchasers and the other co-owners **TO HAVE AND TO HOLD** the same absolutely and forever in the manner aforesaid free from all encumbrances, charges, trusts, claims, demands over the said flat Flat bearing No. . “ ----- ” in **Block-**“ ----- ”, having a carpet area area of ----- **Sq.ft. varanda Area ----- sq.ft. and maintainace chargeable area ---- sq.ft.** situated at the ----- ----- **side** of the ----- **floor** along with a **Car parking space No. --- -----**. measuring more or less **135 Sq.ft.** on the **Ground floor** in **Block “-----”** of the building having right to use, occupy, own, posses the said flat and car parking space in the **SECOND SCHEDULE** hereunder written exclusively with co-owners or occupiers of the building subject to the Purchasers paying and discharging taxes and impositions or outgoings for the same and common expenses as per imposed or levied for the said flat and car parking space and other outgoings so long separate assessment is not made for the said flat and car parking space in the names of the Purchasers.

**THE VENDOR AND THE DEVELOPER DO HEREBY COVENANT WITH THE PURCHASERS AS FOLLOWS :-**

1. **NOTWITHSTANDING** anything hereinbefore done or suffered to the contrary, the Vendor and Developer have good and absolute right, title and authority to grant, convey, transfer’/assign and assure the said all that

piece and parcel of flat and car parking space mentioned in the **SECOND SCHEDULE**, hereunder written along with common area with facilities as described in **THIRD SCHEDULE**, written hereunder and all the rights, privileges and appurtenances thereto belonging and hereby sold, conveyed and transferred to the Purchasers in the manner aforesaid and that the Vendor/Owner and the Developer have not done or suffered knowingly from anything whereby the said flat and car parking space may be encumbered affected or impeached in estate, title or otherwise.

2. That there is no encumbrances, charges, trust, liens, attachments, claim or demand whatsoever now subsisting etc. or proceeding and has not been offered as security or otherwise to any court of revenue, authority.

3. That the Purchasers shall henceforth peaceably and quietly hold, possess and enjoy the right, title and interest or profits derivable from and out of the said flat and car parking space without any let or hindrance, interruption. claim, disturbances or demand from or by the Vendor/Owner / Developer or any person or persons claiming through or under or in trust for the Vendor without any lawful eviction, let, hindrance, interruption or disturbances by any person or persons whatsoever.

4. All the taxes, land revenue and other impositions payable in respect of the said flat and car parking space up to the date of handing over the possession of the same to the Purchasers, shall be paid by the Vendor/Owner and if any portion of any tax, impositions etc. be found to



have remained unpaid for the period as mentioned above, liability shall be of the Vendor/Owner to pay and if paid by the Purchasers shall be recoverable from the date of delivery of possession unto the Purchasers and the Purchasers shall pay the entire taxes and outgoings in respect of the said flat and car parking space, after taking possession of the said Flat and Car parking space.

5. The Purchasers, their heirs, executors and assigns shall have good right, title and full power and absolute authority to grant, transfer, sell, convey and assign the said flat and car parking space.

6. The Purchasers shall not cause any obstruction to the others in any manner in the entrance or exit or any common space in the premises, keep any dirt/rubbish/refuse etc. in the proper place to be reserved for the said purpose.

7. The Purchasers shall pay the proportionate share of tax of the premises with other co-owners until or unless his name is separately assessed by the Rajpur-Sonarpur Municipality .

8. That the Purchasers shall not store any inflammable article, fire works install any machineries, electrical motor and/or start any Hotel business in the said flat which may cause sound pollution/air pollution, smoke etc. to the occupant of the other flats in the Building.

9. That the Purchasers shall pay the proportionate share of premium of the Insurance for the said building if any.

10. The Purchasers shall also bear all other cost and expenses proportionately for the building or any common part or space thereof with the other flat owners including proportionate share of the assessed amount by the Rajpur - Sonarpur Municipality on the completed Ground plus four storied building in total may be paid to the Rajpur - Sonarpur Municipality with all other charges.

11. Purchasers shall remain bound to pay the proportionate charges for maintenance as it would be assessed by the owners "Association" or the company who will be in charge of the said management of the maintenance of the complex. Decision of such management will be final. The purchasers shall also remain liable to keep deposit of amount for maintenance with the concerned authority if any decision is ever taken by such authority.

### **SCHEDULE "A"**

#### **(Description of the LAND with Boundaries in all four directions)**

**ALL THAT** piece and parcel of land measuring as per deed 55.61 **decimal. (01 Bigha 13 Cotha 10 chittak 16 sq.ft.)** more or less lying and situated at Mouza – Rajpur, Touzi Nos. 251, J.L. No. 55, R.S. Dag Nos. 906, 907 & 908 R.S. Khatian Nos. 1255 & 1256, under P.S :- Sonarpur under the jurisdiction of Rajpur Sonarpur Municipality of of Ward no **16** , Holding no190 Pulin Behari Basu Sarani within Sub –Registration office at Sonarpur in the District South 24 Parganas ,Kolkata – 700149, morefully and particularly described in the **FIRST SCHEDULE** and demarcated by Red Border in the plan annexed hereto.

**On the North :: 17- 00 feet Wide Municipality Road.**

**On the South :: Land of R.S 906 and common Passage.**

**On the East :: Land of R.S 898.**

**On the West :: 17- 00 feet Wide Municipality Road.**

**SCHEDULE "B"**

**(Description of the Apartment and Parking along with Boundaries in all four directions)**

**ALL THAT** one self-contained Flat on the ..... Side of the ..... Floor, being Flat No. ...., Tower No. ...., having **Carpet area ..... Sq. Ft. , built up area ..... Sq. Ft. , Balcony area ..... sqft and Maintenance Chargeable area ..... sqft** more or less comprising of ..... (.....) bed rooms, 1 (One) drawing-cum dining space, 1 (One) kitchen, 1 (One) toilet, 1 (One) W.C, and one independent Car Parking space **at ..... No. ....**, measuring **135 Sq. Ft.** more or less, together with undivided proportionate share in the underneath the building and right which is specifically shown in the annexed Plan delineated with **RED** border together with all fittings, fixtures and installations thereto together with impartibly and undivided proportionate share or interest of the land underneath the building at Holding No. 190 Pulin Behari Basu Sarani, Kol-700149, P.S- Sonarpur, and the said land is more fully and particularly described in **FIRST SCHEDULE** hereinabove written, along with all easement right of all common passages, portions, entrance and exit thereto the said premises having common user right of main-gate, pathway, drive way, stairs, stair-case, lift, drain, sewerage, having right to get electric connection, Telephone connection, gas connection, water connection etc. and overhead and underground reservoir, septic tank, motor and meter room etc.

**SCHEDULE "B"**

**THIRD SCHEDULE ABOVE REFERRED TO**

**(Particulars of common Parts/Portion to be used by the Purchasers herein along with other Flat Owners/Occupiers)**

1. Land underneath the building and statutory open spaces.
2. Stair case and stair head room (if any).
3. Common Passage and lobby on the ground floor.
4. Water pump, Over Head and underground water tank, water pipes and other common plumbing installations.
5. Drainage and Sewerage.
6. Boundary walls and main gates.
7. Lift / Lift room/ Lift well.
8. The roof should be treated as common areas to all the purchasers of the flats in the said building.
9. Generator power 500W for 2BHK and 750W for 3BHK flat, community hall, Water Treatment Plant (Iron remove only), Intercom System, CC.TV, Indoor games Space, and Transformer for the said project.

**FOURTH SCHEDULE**

**(Particulars of common expenses to be borne by the Purchasers with the other lawful Occupants of the said Premises/Holding proportionately and jointly)**

1. All costs of maintenance operating replacing, white washing painting, rebuilding, reconstructing decorating, redecorating, and lighting the common parts and also the outer walls of the building.
2. The salaries of all persons employed for same and any other purposes.
3. Insurance premium for insuring that building against earthquake, fires, lighting, mob damage, civil commotion etc.
4. All charges and damages for occupiers for common utilities.
5. Municipal tax and other outgoing save those separately assessed on the respective units from the date of possession.

6. Cost and charges of establishments for maintaining of the land building and watch and ward staff.

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

**SIGNED SEALED AND DELIVERED**

In presence of:-

**WITNESSES:-**

1.

\_\_\_\_\_  
(SIGNATURE OF THE VENDOR/FIRST PARTY)

2.

\_\_\_\_\_  
(SIGNATURE OF THE PURCHASER / SECOND PART)

\_\_\_\_\_  
(SIGNATURE OF THE DEVELOPER/ PROMOTER / THIRD PART)

Typed by:  
**CHAITALI BANERJEE**

Drafted by:

**MEMO OF CONSIDERATION**

**WITNESSES:-**

1.

MKR NIRMAN PVT. LTD.  
*Rajiv Kumar Singh*  
Director

2.

\_\_\_\_\_  
(SIGNATURE OF THE DEVELOPER  
/ PROMOTER / THIRD PART)