

## **DEED OF CONVEYANCE**

**THIS DEED OF CONVEYANCE** is made on this the                      day of  
Two Thousand and Eighteen (2018).

**B E T W E E N**

(1) **SMT. SARAJU MONDAL (having Pan BUZPM6112P)**, wife of Sri Samarendra Nath Mondal, by faith - Hindu, by nationality - Indian, by occupation - Housewife, presently residing at Premises No.6/1C, Radhanath Chowdhury Road, Post Office - Tangra, Police Station - Entally, Kolkata - 700015, District - South 24 Parganas, (2) **SMT. KAVITA MALHOTRA (having Pan AFVPM3473K)**, wife of Late Subhas Chand Malhotra, by faith - Hindu, by nationality - Indian, by occupation - Housewife and (3) **SMT. NEERA MALHOTRA(having Pan AFAPM5366E)**, wife of Sri Sushil Malhotra, by nationality - Indian, by occupation - Housewife, both presently residing at Premises No. 6/1C, Radhanath Chowdhury Road, Post Office - Tangra, Police Station - Entally, Kolkata - 700015, District - South 24 Parganas, being represented by their constituted Attorney namely **SRI SUBHENDU DEY(having Pan ADLPD5659G)**, son of Late Anil Kumar Dey, by faith - Hindu, by nationality - Indian, by occupation - Business, presently residing at Premises No.5, D.L. Roy Street, Post Office - Beadon Street, Police Station - Amherst Street, Kolkata - 700 006, District - Kolkata, one of the Partners of **M/S. PINNACLE PRIME PROJECTS(having Pan AANFP4362M)**, a Partnership Firm having its office at Premises No. 40, Mahendra Sreemany Street, Post Office & Police Station - Amherst Street, Kolkata - 700 009, District - Kolkata, empowered and authorised by virtue of a Development Power of Attorney dated 21<sup>st</sup> day of March, 2014 duly registered in the office of the Additional District Sub-Registrar at Sealdah in Book No. I, CD Volume No.2, Pages 8137 to 8152, Being No. 00898 for the year 2014, hereinafter collectively called and referred to as the "**VENDORS**" (which term or expression shall unless otherwise excluded by or repugnant to the subject or context be deemed to mean and include their respective heirs, executors, administrators, representatives and assigns) of the **FIRST PART**

**A N D**

**M/S. PINNACLE PRIME PROJECTS(having Pan AANFP4362M)**, a Partnership Firm having its office at Premises No. 40, Mahendra Sreemany Street, Post Office & Police Station - Amherst Street, Kolkata - 700 009, District - Kolkata, being represented by its Partners namely (1) **SRI SUBHENDU DEY(having Pan ADLPD5659G)**, son of Late Anil Kumar Dey, by faith - Hindu, by nationality - Indian, by occupation - Business, presently residing at Premises No.5, D.L. Roy Street, Post Office - Beadon Street, Police Station - Amherst Street, Kolkata - 700 006, District - Kolkata and (2) **SRI MOHIT BERIWALA(having Pan AHXPB3703F)**, son of Sri Brij Gopal Beriwal, by faith - Hindu, by nationality - Indian, by

occupation - Business, residing at Premises No.167, Chittaranjan Avenue, Post Office & Police Station - Burrabazar, Kolkata - 700 007, District - Kolkata, hereinafter called and referred to as the "**DEVELOPER**" (which term or expression shall unless otherwise excluded by or repugnant to the subject or context be deemed to mean and include the said Partnership Firm, the Partners for the time being, their respective heirs, executors, administrators, representatives and assigns) of the **SECOND PART**

**A N D**

**SRI AMIT KUMAR SINGH**(having Pan **BXPPS6963P**), son of Sri Nagendra Singh, by faith - Hindu, by nationality - Indian, by occupation - Service, presently residing at Premises No. 69, Middle Road, Post Office & Police Station - Entally, Kolkata - 700014, District - South 24 Parganas, hereinafter jointly and/or severally called and referred to as the "**PURCHASER(S)**" (which term or expression shall unless otherwise excluded by or repugnant to the subject or context be deemed to mean and include his/her/their respective heirs, executors, administrators, representatives and assigns) of the **THIRD PART**.

**WHEREAS** the Vendor Nos. 2 & 3 herein namely Smt. Kavita Malhotra and Smt. Neera Malhotra acquired a plot of land by way of gift from their son and husband respectively by virtue of a Deed of Gift dated 21<sup>st</sup> day of March, 2014 duly registered in the office of the Additional District Sub-Registrar at Sealdah in Book No. I, Volume No. 2, Pages 8088 to 8108, Being No. 00894 for the year 2014.

**AND WHEREAS** the Vendor No. 1 herein namely Smt. Saraju Mondal acquired a plot of land by way of gift from her husband by virtue of a Deed of Gift dated 21<sup>st</sup> day of March, 2014 duly registered in the office of the Additional District Sub-Registrar at Sealdah in Book No. I, Volume No. 2, Pages 8088 to 8108, Being No. 00894 for the year 2014.

**AND WHEREAS** the Vendors herein the said Smt. Saraju Mondal, Smt. Kavita Malhotra and Smt. Neera Malhotra have since mutated their names as the owners of the said plot of land lying situate at and being Premises No. 6/1C, Radhanath Chowdhury Road, Kolkata - 700 015, Police Station - Entally in the records of the Kolkata Municipal Corporation.

**AND WHEREAS** in the facts and circumstances thus the Vendors herein namely the said Smt. Saraju Mondal, Smt. Kavita Malhotra and Smt. Neera Malhotra become the absolute owners and jointly seized and possessed of and/or otherwise well and sufficiently entitled to **ALL THAT** piece or parcel of a plot of land hereditaments and premises containing by estimation an area of **6 (six) Cottahs 5 (five) Chittacks 14 (fourteen) Sq.ft. (423.541 M<sup>2</sup>)** be the same a little more or less together with an old dilapidated structure thereon including all easement rights and appurtenances thereto lying situate at and being Premises No. 6/1C, Radhanath Chowdhury Road, Kolkata – 700 015 under the Police Station of Entally within the limits of Kolkata Municipal Corporation in Ward No. 56 Borough – VII in the District of South 24 Parganas particularly mentioned and described in the **First Schedule** hereunder written and hereinafter referred to as the **“SAID PROPERTY”** free from all encumbrances, liens, lispendens, attachments, claims and demands in any manner whatsoever.

**AND WHEREAS** subsequently by virtue of a Development Agreement dated 21<sup>st</sup> day of March, 2014 duly registered in the office of the Additional District Sub-Registrar at Sealdah in Book No. I, CD Volume No.2, Pages 8109 to 8136, Being No. 00895 for the year 2014 made between the said the Vendors herein therein jointly referred to as the Owners of the One Part and M/s. Pinnacle Prime Projects herein therein referred to as the Developer of the Other Part, the said Vendors herein jointly granted the exclusive right of development in respect of the said land comprised of the said Property unto and in favour of the Developer herein for the purpose of construction of a multi storied modern building thereon at the cost of the Developer comprising of self contained flats, units, car parking spaces and other areas for selling out the Developer's Allocation and/or every part or any part thereof on ownership basis to the intending Purchaser(s) on the terms and conditions as contained and recorded in the said Development Agreement.

**AND WHEREAS** by virtue of a Development Power of Attorney dated 21<sup>st</sup> day of March, 2014 duly registered in the office of the Additional District Sub-Registrar at Sealdah in Book No. I, CD Volume No.2, Pages 8137 to 8152, Being No. 00898 for the year 2014 jointly executed by the said Vendors herein in favour of Sri Subhendu Dey, one of the Partners of M/S Pinnacle Prime Projects who is entitled and/or authorized and/or empowered amongst others to construct the said proposed multi storied modern building thereon and to book the proposed flats, units, car parking spaces and other areas and to enter into Agreements for Sale with the intending

Purchaser(s) of flats etc. and to receive advance money and/or earnest money and/or all consideration money from the intending Purchaser(s) of such proposed flats, units, car parking spaces and other areas including power of execution and registration of Deed of Conveyance in respect of the same in terms of the aforesaid Power of Attorney.

**AND WHEREAS** in terms of the said Development Agreement and Development Power of attorney, the Developer on behalf of the Owners has gifted \_\_\_ sq.mt of land by way of Splay of corner and strip of land (as required by Law for sanction of Building plan under Kolkata Municipal Corporation) and the land area reduced to **379.66 sq.mt** on which building plan was submitted to be sanctioned and since procured the sanctioned plan being sanction No.2016070120 dated 1<sup>st</sup> December, 2016 for construction of a **(G+IV) storied** building on and upon the said Premises No. 6/1C, Radhanath Chowdhury Road, Kolkata – 700 015 under the Police Station of Entally within the limits of Kolkata Municipal Corporation in Ward No. 56 Borough – VII in the District of South 24 Parganas.

**AND WHEREAS** the Purchaser(s) has/have fully satisfied himself/herself /themselves as to the title of the Vendors of the said Property lying situate at and being Premises No. 6/1C, Radhanath Chowdhury Road, Kolkata – 700 015 under the Police Station of Entally within the limits of Kolkata Municipal Corporation in Ward No. 56 in the District of South 24 Parganas and has/have also inspected the said sanctioned building plan and all other relevant documents thereof and hereby assure/s and covenant/s with the Vendors and the Developer that he/she/they is/are fully satisfied himself/herself/themselves and has/have agreed not to raise any objection or dispute whatsoever or howsoever over and in respect thereof.

**AND WHEREAS** the Purchaser(s) after being satisfied about the title of the Vendors and the Developer in respect of the said Property more particularly mentioned and described in the First Schedule hereunder written and after inspection of the relevant papers and documents and the sanctioned building plan of the said building has/have agreed to purchase ALL THAT piece or parcel of one self contained residential Flat being No.1C **having carpet area of Flat portion \_\_\_\_\_ ( ) square feet and carpet area of Verandah portion \_\_\_\_\_ ( ) square feet** and a super builtup area of 1292 Sq.ft more or less on the front portion of the first floor, P.S. Entally, P.O. Tangra, Kolkata - 700015, District- South 24 Paraganas along with one covered parking space admeasuring \_\_\_\_

(\_\_\_\_) square feet on the ground floor more or less together with undivided impartible proportionate share or interest in the land including all other common service areas, amenities and facilities appended thereto the said building lying situate at and being Premises No. 6/1C, Radhanath Chowdhury Road, Kolkata – 700 015 under the Police Station of Entally within the limits of Kolkata Municipal Corporation in Ward No. 56 in the District of South 24 Parganas or for the consideration of **Rs. \_\_\_\_\_ /- (Rupees \_\_\_\_\_)** only **excluding GST** to be payable extra as applicable free from all encumbrances whatsoever and to that effect an Agreement for Sale dated ..... day of ....., 2018 duly executed by and between the Parties herein on the terms and conditions as contained therein.

**NOW THIS INDENTURE WITNESSETH** that in terms of the said Agreement for Sale and pursuant to the said Development Agreement and in consideration of the said sum of **Rs. /- (Rupees \_\_\_\_\_)** only paid by the Purchaser(s) to the Developer as per Memo of Consideration given hereunder at or before the execution of these presents, the receipt whereof the Developer doth hereby admit and acknowledge as per Memo of consideration written hereunder and of and from the same and every part thereof acquit, release and discharge forever the Purchaser(s) and also the said Flat and Car Parking, the Vendors and the Developer do and each of them doth by these presents indefeasibly grant, sell, transfer, convey, assign and assure unto and in favour of the said Purchaser(s) free from all encumbrances, charges, liens, lis pendens, demands, claims and dues in any nature and other defects in title ALL THAT piece or parcel of the said self contained residential Flat being No. **1C having carpet area of Flat portion \_\_\_\_\_ (\_\_\_\_) square feet and carpet area of Verandah portion \_\_\_\_\_ ( ) square feet** and a super built up area of 1292 Sq.ft more or less on the front portion of the first floor, P.S. Entally, P.O. Tangra, Kolkata - 700015, District- South 24 Paraganas along with one covered parking space measuring \_\_\_\_ (\_\_\_\_) square feet on the ground floor more or less more fully mentioned and described in the Second Schedule hereunder written including the undivided impartible proportionate share or interest in the said land or ground together with all other common service areas, amenities and facilities appended thereto the said building and premises lying situate at and being Premises No. 6/1C, Radhanath Chowdhury Road, Kolkata – 700 015 under the Police Station of Entally within the limits of Kolkata Municipal Corporation in Ward

No. 56 in the District of South 24 Parganas more particularly mentioned and described in the First Schedule hereunder written alongwith the proportionate right of all common doors, windows, fittings, fixtures both sanitary and electrical, all external drains, water courses togetherwith the benefit of all ancient and other rights, liberties, easements, advantages, benefits, privileges and appurtenances belonging thereto the said building and also the absolute and full liberty to the Purchaser(s), his/her/their servants, agents, employees, engineers and/or any person or persons authorised by him/her/them to use the common areas in common with other Co-Purchasers/Co-Owners of remaining flats and/or portions entitled to similar rights and privileges of using the main entrance, open space, staircase, roof, parapet walls, landings, lobbies, submersible pump, gates, drains, overhead water tank, sewerage, septic tank, electrical circuit and other common parts and/or portions mentioned and described in the Third Schedule hereunder written including all other easement and quasi-easement rights, privileges and appurtenances and other conveniences thereto bearing the necessary common expenses particularly mentioned in the Fourth Schedule hereunder written for beneficial use and enjoyment of the said Flat and Car Parking and the undivided impartible proportionate share in the said land and all other common service areas, amenities and facilities free from all encumbrances, charges, liens, lis pendens and attachments whatsoever TO HAVE AND TO HOLD POSSESS the said Flat and Car Parking togetherwith the undivided impartible proportionate share in the said land and all other common service areas, amenities and facilities whatsoever thereto the said building and premises and all other rights hereby granted, sold, conveyed, transferred, assigned and assured or otherwise expressed or intended so to be unto and to the use of the said Purchaser(s) absolutely and forever AND the Vendors and the Developer do and each of them doth hereby covenant with the Purchaser(s) that notwithstanding any act, deed, matter or thing whatsoever by the Vendors and the Developer made, done, executed or knowingly suffered to the contrary they the Vendors and the Developer had at all times heretofore and now have good right, full power, absolute authority and indefeasible title to grant, sell, convey, transfer, assign and assure the said Flat and Car Parking togetherwith the undivided impartible proportionate share in the said land including all other common service areas, amenities and facilities hereby granted, sold, conveyed, transferred, assigned and assured or otherwise expressed or

intended so to be unto and to the use of the Purchaser(s) in the manner aforesaid free from all encumbrances whatsoever AND THAT the Purchaser(s), his/her/their respective heirs, executors, administrators, representatives and assigns shall and may at all times hereafter peaceably and quietly enter into hold, possess and enjoy the said Flat and Car Parking and every part thereof togetherwith the undivided impartible proportionate share in the said land including all other common service areas, amenities and facilities belonging to the said building and premises with the absolute right to sell, mortgage, let out, lease out or transfer by way of gift or otherwise alienated the said Flat and Car Parking or any part or every part thereof hereby conveyed incurring all necessary expenses fully described in the Third and Fourth Schedule hereunder written and receive the rents, issues and profits thereof to and for his/her/their own use and benefits without any lawful eviction, hindrance, interruption, disturbance, claim or demand whatsoever from or by the said Vendors and the Developer or any person or persons lawfully or equitably claiming any right or estate thereof from under or in trust for them AND FURTHER the said Vendors and the Developer do and each of them doth hereby covenant with the Purchaser(s) that they have not done any act, matter, deed or thing whereby the said Flat and Car Parking togetherwith the undivided impartible proportionate share in the said land including all other common service areas, amenities and facilities hereby granted, sold, transferred and conveyed unto and in favour of the Purchaser(s) had or have been encumbered wholly or in part and the Vendors and the Developer are whereby hindered from transferring and conveying the said Flat and Car Parking or any part thereof unto and in favour of the Purchaser(s) and have not transferred the said Flat and Car Parking or any part thereof to any one by any means in the manner aforesaid and the said Flat and Car Parking or any part thereof is not the subject matter of Civil or Criminal cases AND THAT free and clear and freely and clearly absolutely acquitted, exonerated, discharged and released well and sufficiently save indemnified of from and against all and all manner of claims, charges, liens, lispendens, debts, attachments and encumbrances whatsoever made or suffered by the Vendors and the Developer or any person or persons lawfully or equitably claiming as aforesaid AND FURTHER THAT the Vendors and the Developer and all persons having or lawfully or equitably claiming any estate or interest whatsoever in the said undivided impartible proportionate share in the said land and the



said Flat and Car Parking or any part thereof from under or in trust for them the Vendors and the Developer shall and will from time to time and at all times hereafter at the request and costs of the Purchaser(s) do and execute or cause to be done and executed all such acts, deeds, matters and things whatsoever for further better and more perfectly assuring the undivided impartible proportionate share in the said land and the said Flat and Car Parking and every part thereof unto and in favour of the Purchaser(s) according to the true intent and meaning of these presents as shall or may be reasonably required AND FURTHERMORE THAT the Vendors and the Developer shall at all times hereafter indemnify and keep indemnified the Purchaser(s) against losses, damages, costs, charges and expenses if any suffered by reason of any defect in the title of the Vendors and the Developer or any breach of the covenants herein under contained AND THAT it is agreed by and between the Parties hereto that the Purchaser(s), his/her/their respective heirs, executors, administrators, representatives and assigns shall not ask for or claim partition by metes and bounds of the said piece or parcel of land more particularly mentioned and described in the First Schedule hereunder written AND FURTHER THAT the Purchaser(s) will be bound to join with the Association of flat owners of the said building for due maintenance and repairing of the external portion of the building and premises and also cleaning and lightening the common passage and staircase including the roof or terrace of the said building and proper running of the electric meter, electric motor for pumping water and other things used in common with other Flat owners and shall bear the proportionate costs and expenses of the same according to the decision of the Association and **THIS INDENTURE FURTHERMORE WITNESSETH** that the physical peaceful possession of the said Flat and Car Parking **have** been handed over by the Developer unto and in favour of the Purchaser(s) herein simultaneously upon execution of this Deed of Conveyance free from all encumbrances whatsoever.

**THE FIRST SCHEDULE ABOVE REFERRED TO**  
**(THE SAID PROPERTY)**

**ALL THAT** piece or parcel of a plot of land hereditaments and premises containing by estimation an area of **379.66 sq.mt** be the same a little more or less together with a **(G+IV) storied** ownership building thereon including all easement rights and

appurtenances thereto lying situate at and being Premises No. 6/1C, Radhanath Chowdhury Road, Kolkata – 700 015 under the Police Station of Entally within the limits of Kolkata Municipal Corporation in Ward No. 56 Borough – VII, Additional District Sub-registration Office at Sealdah in the District of South 24 Parganas and which is butted and bounded as follows :

- ON THE NORTH** : By Premises No. 6/1D, Radhanath Chowdhury Road;  
**ON THE EAST** : By Passage;  
**ON THE SOUTH** : By 36' ft. wide Radhanath Chowdhury Road;  
**ON THE WEST** : By 12' ft. wide Radhanath Chowdhury Road.

**THE SECOND SCHEDULE ABOVE REFERRED TO**  
**(HEREBY CONVEYED)**

**ALL THAT** piece or parcel of one self contained residential Flat being No.1C consisting of **3 (Three)** BedRooms, **1 (One)** Drawing/Dinning, **2 (Two)** Toilets, **1 (One)** Kitchen and **3 (Three)** Balconies **having carpet area of Flat portion \_\_\_\_\_ ( ) square feet and having carpet area of Verandah portion \_\_\_\_\_ ( ) square feet** and a super builtup area of 1292 Sq.ft more or less on the front portion of the first floor, P.S. Entally, P.O. Tangra, Kolkata - 700015, District- South 24 Paraganas along with one cemented flooring covered parking space measuring \_\_\_\_ (\_\_\_\_) square feet on the ground floor more or less of the said building together with the undivided impartible proportionate share or interest in the land underneath including all other common service areas, amenities and facilities appended thereto the said building lying situate at and being Premises No. 6/1C, Radhanath Chowdhury Road, Kolkata – 700 015 under the Police Station of Entally within the limits of Kolkata Municipal Corporation in Ward No. 56 Borough – VII in the District of South 24 Parganas and the said Flat and Parking Space are more clearly delineated with **RED** border line in the sketch Maps or Plans annexed hereto.

**THE THIRD SCHEDULE ABOVE REFERRED TO**  
**(COMMON AREAS AND FACILITIES)**

- a) The foundation columns, girders, beams, supports, main walls, corridors, lobbies, stairs, stairways, lift pit in the basement, lift well, lift machine room, roof, entrance to and exit from the building intended for common use.
- b) Common passages leading from the Municipal Road to the said

building.

- c) Water pump, over head water tanks, water pipes and other common plumbing installations.
- d) Electrical wiring, motors and fittings (excluding those as are installed for any particular flat).
- e) Lift and all apparatus and installations in the said building for common use.
- f) All drains, drainages, sewers, rain water pipes, boundary walls and main gates including outer side of the walls of the said building.
- g) Such other common parts, areas, equipment, installations, fixtures, fittings and spaces in or about the said building as are necessary for passage to or user and occupancy of the said Flats or Units or Car Parking Spaces in common.

**THE FOURTH SCHEDULE ABOVE REFERRED TO**  
**(COMMON EXPENSES)**

- a) The expenses of maintaining, repairing, re-decorating and renewing the main structure and in particular the drainage system, sewerage, rain water discharge arrangement, water supply system, supply of electricity to all common areas mentioned in the Third Schedule hereinabove written.
- b) The expenses of repairing, maintaining, white-washing and colour washing the main structure of the building including the exterior of the building and also the common areas of the building described in the Third Schedule hereinabove written.
- c) The costs of cleaning and lighting the entrance of the building, passage and space around the building, lobbies, corridors, staircase, lift and other common areas.
- d) Cost of maintaining lift.
- e) Cost of decorating the exterior of the Premises.
- f) Salary, Wages, Fees and Remuneration of Durwans, Liftmen,

Sweepers, Plumbers, Electricians, Caretakers or any other person whose appointment may be considered necessary for maintenance and protection of the said Premises and administration and management of the affairs thereof.

- g) The Municipal taxes, Commercial Surcharge, Multi-Storied Building Taxes, Urban Land Taxes, Water Taxes and other Rates and Taxes whatsoever as may be found payable on account of the said building.
- h) All common costs of Insurance of the said building against earthquake, fire, lightning, mob-damage, civil commotion etc.
- i) All charges and deposits for supplies of common Utilities to the Co-owners in common.
- j) All litigation expenses for protecting the said plot of land and the said building constructed in and upon the said Property.
- k) The office expenses incurred for maintaining the office of the Association of Occupiers to be formed for common purposes.
- l) All expenses referred above shall be borne and paid proportionately by the Co-purchasers on and from the date of taking over the possession of their respective Flat/Unit/Parking Space.

**IN WITNESS WHEREOF** the Parties herein set and subscribed their respective hands and seals on the day, month and year first above written.

**SIGNED, SEALED AND DELIVERED**

by the Vendors at Kolkata  
in the presence of : -

1.

2.

**As the constituted Attorney**

**SIGNED, SEALED AND DELIVERED**

by the Developer at Kolkata  
in the presence of : -

1.

2.

-----  
**of the Vendors**

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**Signature of the Developer**

**SIGNED, SEALED AND DELIVERED**

by the Purchaser(s) at Kolkata  
in the presence of : -

1.

2.

-----  
**Signature of the Purchaser(s)**

**R E C E I P T**

**RECEIVED** of and from the within named Purchaser(s) the within mentioned sum of **Rs. /- (Rupees \_\_\_\_\_)** only as full and final consideration money under these presents as per Memo given below:-

**MEMO OF CONSIDERATION**

- (1) By Cheque No. .... dated .....  
drawn on .....  
..... Branch. **Rs. ..../-**
  - (2) By Cheque No. .... dated .....  
drawn on .....  
..... Branch. **Rs. ..../-**  
.....
- Total :- Rs. /-**  
.....

**(Rupees \_\_\_\_\_ Only)**

**WITNESSES :**

- 1.
- 2.

-----  
**Signature of the Developer**

**Drafted by :-**

**(Kalipada Charan),  
Advocate,  
Erl. No. WB/881/86,  
1171, Purba Sinthee Road,  
(Fakir Ghosh Place),  
Sagarika Apartment,  
Flat No. 2, Dum Dum,**

**Kolkata – 700 030,  
(Sealdah Court).**