

DEED OF CONVEYANCE

**THIS DEED OF CONVEYANCE is made on this
the day of , 2019**

B E T W E E N

Contd . . . P/2

1) **SRI KANCHAN MEHTA**, son of Late Jayanti Lal Mehta, by faith - Hindu, Citizen - Indian, by occupation - Business, having Permanent Account Number (PAN) - ARKPM9993M, 2) **SRI SARAT MEHTA**, son of Late Jayanti Lal Mehta, by faith - Hindu, Citizen - Indian, by occupation - Business, having Permanent Account Number (PAN) - AGVPM2039A, both 1 & 2 are residing at 38, Goodshed Road, Ward No. 7, P.O. & P.S. - Burdwan, District - Burdwan, PIN - 713101 and 3) **SMT. KABITA DOSHI**, wife of Sudhir-N-Doshi and daughter of Late Jayanti Lal Mehta, by faith - Hindu, Citizen - Indian, by occupation - Housewife, presently residing at 704, Sapphire Court, Azad Nagar, Near Apna Bazar, P.O. & P.S. - Andheri West., Mumbai - 400053, and Permanently residing at 38, Goodshed Road, Ward No. 7, P.O. & P.S. - Burdwan, District - Burdwan, PIN - 713101, having Permanent Account Number (PAN) - ADRPD1269R, all of them being represented by their Constituted Attorney namely **M/S. JAI HANUMAN RESIDENCY PVT. LTD.**, a Company incorporated under the Companies Act, 1956 having its Registered Office at Room No. 410, Fourth Floor, 21, Hemanta Basu Sarani, Kolkata - 700001, having Permanent Account Number (PAN) - AADCJ1357M, being represented by it's Directors namely a) **Sri Vinod Kumar Jajoo**, son of Late Phoos Raj Jajoo, by faith - Hindu, Citizen - Indian, by occupation - Business, residing at Flat No. 3D, Third Floor, Radha Gobinda Apartment, 22, R. G. Nagar Road, Post Office - Hindmotor, Police Station - Uttarpara, District - Hooghly, PIN - 712233, having Permanent Account Number (PAN) - ACSPJ4673Q, b) **Sri Moloy Sadhukhan**, son of Sri Kanailal Sadhukhan, by faith - Hindu, Citizen - Indian, by occupation - Business, residing at 2, Baidikpara Ghat Lane, Post Office - Hindmotor, Police Station - Uttarpara, District - Hooghly, PIN - 712233, having Permanent Account Number (PAN) - AVNPS3686A and c) **Sri Durga Prasad Chowdhuri**, son of Late Sambhu Nath Chowdhuri, by faith - Hindu, Citizen - Indian, by occupation - Business, residing at 61, Hem Chandra Lane, Post

Office - Bhadrakali, Police Station - Uttarpara, District - Hooghly, PIN - 712232, having Permanent Account Number (PAN) - ABYPC5192Q, hereinafter called and referred to as the "**VENDORS**" (which terms or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their legal heirs, executors, successors, administrators, legal representatives and/or assigns) of the **FIRST PART**.

A N D

1) SMT., wife of, by faith - Hindu, Citizen - Indian, by occupation -, having Permanent Account Number (PAN) - and **2) SRI**, son of, by faith - Hindu, Citizen - Indian, by occupation -, having Permanent Account Number (PAN) -, both are residing at, Post Office -, Police Station -, District -, PIN -, hereinafter called and referred to as the "**PURCHASERS**" (which terms or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their legal heirs, executors, successors, administrators, legal representatives and/or assigns) of the **SECOND PART**.

A N D

M/S. JAI HANUMAN RESIDENCY PVT. LTD., a Company incorporated under the Companies Act, 1956 having its Registered Office at Room No. 410, Fourth Floor, 21, Hemanta Basu Sarani, Kolkata - 700001, having Permanent Account Number (PAN) - AADCJ1357M, being represented by it's Directors namely **a) Sri Vinod Kumar Jajoo**, son of Late Phoos Raj Jajoo, by faith - Hindu, Citizen - Indian, by occupation - Business, residing at Flat No. 3D, Third Floor, Radha Gobinda Apartment, 22, R. G. Nagar Road, Post Office - Hindmotor, Police Station - Uttarpara, District

- Hooghly, PIN - 712233, having Permanent Account Number (PAN) - ACSPJ4673Q, **b) Sri Moloy Sadhukhan**, son of Sri Kanailal Sadhukhan, by faith - Hindu, Citizen - Indian, by occupation - Business, residing at 2, Baidikpara Ghat Lane, Post Office - Hindmotor, Police Station - Uttarpara, District - Hooghly, PIN - 712233, having Permanent Account Number (PAN) - AVNPS3686A and **c) Sri Durga Prasad Chowdhuri**, son of Late Sambhu Nath Chowdhuri, by faith - Hindu, Citizen - Indian, by occupation - Business, residing at 61, Hem Chandra Lane, Post Office - Bhadrakali, Police Station - Uttarpara, District - Hooghly, PIN - 712232, having Permanent Account Number (PAN) - ABYPC5192Q, hereinafter called and referred to as the "**DEVELOPER / CONFIRMING PARTY**" (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successors-in-office, executors, transferees, legal representatives, administrators and / or assigns) of the **THIRD PART**.

WHEREAS ALL THAT piece and parcel of Bastu Land measuring land area more or less 11 (eleven) Cottahs 2 (two) Chittacks 27 (twenty seven) Sq. Ft., together with building standing thereon, lying in Mouza - Nari, J. L. No. 70, comprised in C.S. Dag Nos. 307, 308, R.S. Dag Nos. 307/3695, 308/3705 under R.S. Khatian No. 275, corresponding to L.R. Dag Nos. 341, 344 under L.R. Khatian Nos. 9824, 9825, 9826, having Municipal Holding No. 38, Goodshed Road, within the ambit of the Burdwan Municipality, P.S. - Burdwan, A.D.S.R., Office - Burdwan, District - Purba Burdwan (previously Burdwan), PIN - 713101, which is specifically mentioned in the First Schedule written hereunder and hereinafter referred to as the "said property" togetherwith other properties was the absolute property of Sri Chandulal Mehta.

AND WHEREAS out of the abovementioned total land area measuring more or less 11 (eleven) Cottahs 2 (two) Chittacks 27 (twenty seven) Sq. Ft. said Sri Chandulal Mehta obtained land area measuring more or less 6 (six) Cottahs 13 (thirteen) Chittacks 20 (twenty) Sq. Ft. through a registered Deed executed on 24.06.1937 and duly registered at the office of District Sub-Registrar Burdwan and recorded therein in Book No. I, Volume No. 26, Pages from 167 to 168, Being No. 2426 for the year 1937 and he obtain remaining land area more or less 4 (four) Cottahs 5 (five) Chittacks 7 (seven) Sq. Ft. through a registered Deed executed on 28.05.1936 and duly registered at the office of District Sub-Registrar Burdwan and recorded therein in Book No. I, Volume No. 30, Pages from 276 to 277, Being No. 2355 for the year 1936.

AND WHEREAS said Chandulal Mehta died intestate leaving behind his only son namely Sri Jayanti Lal Mehta as his only legal heir and successor and he inherited said property of left Chandulal Mehta according to Hindu Law. It is to be mentioned that the wife of Chandulal Mehta died before his death.

AND WHEREAS after obtaining the said property through inheritance said Sri Jayanti Lal Mehta became the sole and absolute owner of the same and he mutated his name in the records of the Burdwan Municipality and also in the Settlement Office by paying relevant taxes and rents therein in his own name.

AND WHEREAS said Jayanti Lal Mehta died intestate on 10.05.2002 leaving behind his wife Smt. Anjana Mehta, 2 (two) sons namely Sri Kanchan Mehta, Sri Sarat Mehta and 1 (one) daughter namely Smt. Kabita Doshi, as his only legal heirs and successors and they jointly inherited the said property according to Hindu Succession Act, 1956.

AND WHEREAS thereafter said Anjana Mehta died intestate on 10.03.2005 leaving behind her aforesaid sons and daughter namely Sri Kanchan Mehta, Sri Sarat Mehta and Smt. Kabita Doshi, the Vendors herein, as her only legal heirs and successors and they jointly inherited undivided 1/4th share of the said property left by their mother Anjana Mehta as per Hindu Succession Act, 1956.

AND WHEREAS after obtaining the said property through inheritance the Vendors herein have become the joint and absolute owners of the same and they jointly mutated their names in the records of the Burdwan Municipality and also in the Settlement Office by paying relevant taxes and rents therein in their own name.

AND WHEREAS the Vendors herein are seized, possessed and occupied the said property as absolute and sixteen annas owners thereon by exercising each of their right, title and interest thereon without any interruption from any corner, whatsoever.

AND WHEREAS the Vendors herein have decided and agreed to get their property developed by constructing a multi-storied building upon it through and at the costs and expenses of the Developer / Confirming Party herein and in this respect the Vendors herein and the Developer / Confirming Party entered into a Development Agreement with General Power of Attorney executed on 09.10.2017 and duly registered at the office of A.D.S.R. Burdwan, District - Burdwan and recorded therein in Book No. I, Volume No. 0203-2017, Pages from 120015 to 120058, Being No. 020307167 for the year 2017 on the terms and conditions mentioned therein and the Vendors herein have given power in favour of M/s. Jai Hanuman Residency Pvt. Ltd., the Developer / Confirming Party herein, conferring it to full power to

execute the agreement(s) with intending Purchaser(s) and also for sale the First Schedule mentioned property but due to change of Owners' & Developer's Allocation and as well as for incorporation of actual & proper measurement of the land area the Vendors and the Developer / Confirming Party herein cancelled the said Development Agreement with General Power of Attorney (with the intention to execute a fresh Development Agreement with General Power of Attorney) dated 09.10.2017 vide Cancellation of Development Agreement with General Power of Attorney dated 12.03.2019 which was duly registered before the office of the A.D.S.R. Burdwan, District - Burdwan and recorded therein in Book No. IV, Volume No. 0203-2019, Pages from 2737 to 2768, Being No. No. 020300127 for the year 2019.

AND WHEREAS the Vendors herein and Developer/Confirming Party herein again entered into a new Development Agreement with General Power of Attorney executed on 12.03.2019 and duly registered at the office of A.D.S.R. Burdwan, District - Burdwan and recorded therein in Book No. I, Volume No. 0203-2019, Pages from 51205 to 51252, Being No. 020302148 for the year 2019 with the Developer / Confirming Party herein on the terms and conditions mentioned therein and the Vendors herein have given power in favour of M/s. Jai Hanuman Residency Pvt. Ltd., the Developer / Confirming Party herein, conferring it to full power to execute the agreement(s) with intending Purchaser(s) and also for sale the First Schedule mentioned property.

AND WHEREAS in pursuance to the said Development Agreement with General Power of Attorney on 12.03.2019 the Developer / Confirming Party herein has completed the entire construction of the multi-storied building, including one residential Flat, more fully described in the Second Schedule hereinunder, as per the

sanctioned building plan being Reg. No. 1612 dated 30.01.2018 of the Burdwan Municipality and in compliance with all the obligations, terms and conditions as agreed with the Vendors herein.

AND WHEREAS the Purchasers have approached to the Vendors as well as the Developer / Confirming Party for purchase of one residential Flat within the allocation of the Developer / Confirming Party, which is more fully mentioned and described in the Second Schedule hereinunder written, on the constructed floor of the multi-storied building more fully mentioned and described in the First Schedule hereunder written for a consideration hereinafter mentioned and the Vendors and the Developer / Confirming Party herein have agreed to sell to the Purchasers one residential Flat being Flat No. on the Floor having super built-up area measuring more or less Sq. Ft. together with undivided impartable proportionate share of the First Schedule mentioned land alongwith the right to use and enjoy the common areas and facilities of the said multi-storied building as mentioned in the Third Schedule hereunder written.

AND WHEREAS the Vendors and the Developer / Confirming Party have agreed to convey, grant and transfer unto the Purchasers the Flat being Flat No., more fully described in the Second Schedule hereunder written situated within the First Schedule mentioned multi-storied building **TOGETHER WITH** undivided proportionate share of land in the said property for a consideration of Rs./- (Rupees) only, which represents the consideration of transfer by way of conveyance of the undivided proportionate share of land in the said property and the consideration being cost of construction of the one Flat being Flat No., described in the Second Schedule hereunder written.

NOW THIS INDENTURE WITNESSETH that in pursuance of the said Agreement and in consideration of the said sum of Rs./- (Rupees!) only paid by the Purchasers to the Developer / Confirming Party in the manner mentioned in the Memo of Consideration clause written hereunder at or before the execution of these presents (the receipts whereof the Developer/Confirming Party hereunder written, admit and acknowledge and of and from the payments of the same both Vendors and the Developer / Confirming Party both hereby acquit release and forever discharge the Purchasers the said Flat conveyed hereby and every part thereof). The Vendors doth hereby grant, transfer, sell, convey and assigns and assured and the Developer / Confirming Party doth hereby confirm and transfer to and unto and in favour of the Purchasers free from all encumbrances all that piece and parcel of one Flat being Flat No. on the Floor having its super built-up area measuring more or less Sq. Ft. at Premises No. 38, Goodshed Road, within the ambit of Ward No. 7 of the Burdwan Municipality, P.O. & P.S. - Burdwan, A.D.S.R. Office - Burdwan, District - Purba Burdwan (previously Burdwan), PIN - 713101. known as ".....", together with the common rights of user of the staircase, pathways, passage drain, water sources, pump, septic tank, overhead water reservoir etc. in the said building more fully mentioned in the Third Schedule together with undivided proportionate share of underneath land of the First Schedule property and all ancient and other rights, liberties, easements, appendages, appurtenances and estate right, title and interest in the property whatsoever of the Vendors and the Developer / Confirming Party with the said complete residential Flat free from all encumbrances to hold the same absolutely and forever situated lying at and being Premises No. 38, Goodshed Road, within the ambit of Ward No. 7 of the Burdwan Municipality, P.O. & P.S. - Burdwan, A.D.S.R. Office - Burdwan, District - Purba Burdwan (previously Burdwan), PIN - 713101,

more fully and particularly mentioned and described in the Second Schedule hereunder written and all the estates, right, title, interest, claim and demand whatsoever of the Vendors and the Developer / Confirming Party into or upon the same and every part thereof **TO HAVE AND TO HOLD** the same and to and unto the use of the Purchasers, their executors, legal heirs **AND** the Vendors and the Developer / Confirming Party do hereby covenant with the Purchasers, their heirs, executors, administrators, legal representatives and assigns that notwithstanding any acts, deeds or things hereto before granted, executed or knowingly to the contrary the Vendors are now lawfully seized and possessed of the said property free from all encumbrances, attachments or defects in title whatsoever and that the Vendors and the Developer / Confirming Party have full power and absolute authority to sell the said property in the manner aforesaid and the Purchasers hereafter shall peaceably and quietly hold possess and enjoy the said Flat in khas without any claim or demanded whatsoever from the Vendors and the Developer / Confirming Party or their respective heirs, executors, legal representatives, administrators or assigns and the Vendors and Developer / Confirming Party shall save harmless indemnify and keep indemnified the Purchasers, their heirs, executors, legal representatives, administrators and assigns from or against all encumbrances, charges and equities whatsoever **AND** the Vendors as also the Developer / Confirming Party their heirs, executors, legal representatives, administrators or assigns further covenant that they shall at the request and cost of the Purchasers or their heirs, executors, legal representatives, administrators or assigns do or execute or cause to be done or executed all such lawful acts, deeds and things whatsoever for further and more perfectly conveying and assuring the said Flat and every part thereof in the manner aforesaid according to the true intent and meaning of this Deed.

AND WHEREAS it is further declared that the parties hereunder made it expressly subject to the following conditions :

1. That the Purchasers have satisfied themselves as to the amenities available given by the Developer / Confirming Party in the said building and the Purchasers have satisfied themselves with regard to the Vendors' title to the said premises including the land and building complex comprised therein.
2. That the Purchasers have satisfied themselves with the schedule for the sale of the different portions of the building that has been constructed on the First Schedule of property and also with the nature scope and extent of the benefits or interest in the common areas and facilities and fully purport with the implication of the conditions and agreement contained in the schedule.
3. That the Purchasers confirm to have inspected the building plan as sanctioned by the Burdwan Municipality for construction of building of the First Schedule of property.
4. That all the owners of flats of the First Schedule mentioned building shall join together to form an association or maintenance society or maintenance committee solely for the purpose of maintenance of the said complex and common parts and the Purchasers shall co-operate with the Developer / Confirming Party fully and shall sign all documents which are necessary for that purpose for the maintenance.

5. That the Developer / Confirming Party agrees to maintain and upkeep the common areas of the said building and the said common areas of the building will be under management and control of the Developer / Confirming Party till the association or maintenance society or maintenance committee is formed.
6. That the Purchasers shall pay regularly and punctually the common expenses as described in the Fourth Schedule hereunder written at such rules may decided or determined by the Developer / Confirming Party to be payable from the date of possession to the Developer / Confirming Party.
7. That the Developer / Confirming Party shall not liable to pay any rents or taxes or maintenance charges in respect of unsold Flat / spaces in the building / complex even after formation of maintenance committee / society.
8. That the Purchasers shall have right to mutate their names as the owners of the said Flat mentioned in the Second Schedule hereto in the records of the Burdwan Municipality and government or local authority and / or having the said Flat separately numbered and assessed for taxes and the Vendors and the Developer / Confirming Party shall whenever required by the Purchasers, give their consent or approval in writing for the purpose of such mutation and separate assessment.

9. That so long the Flat of the Purchasers is not separately assessed the Purchasers shall pay the proportionate share of all rents and taxes to the Developer / Confirming Party and upon formation of society / Association to such society / Association.
10. That after purchasing the said Flat the Purchasers hereto shall apply and / or take electric meter in their own names for the supply and consumption of electricity to be installed and keep the meter installed in meters' space of the Ground Floor for meter and shall pay all rents and consumption charges to the concern authority.
11. That the Purchasers shall have the right of water connection from the deep tubewell through overhead water tank of the building / complex.
12. That the Purchasers shall allow the Developer / Confirming Party or the representatives of association or maintenance society or maintenance committee with or without workmen to enter into the Second Schedule Flat for the purpose of maintenance and repair.
13. That it is hereby agreed that the Purchasers hereto shall not at any time demolish, or damage or cause to be damaged or demolished the said Flat or any part thereof hereby purchased by them.

14. That the Purchasers shall not obstruct the Developer / Confirming Party or the association or maintenance society or maintenance committee in its acts relating to the common purpose and will not violate any of rules and / or regulations laid down by the Developer / Confirming Party and upon formation of association or maintenance society or maintenance committee for the common purpose and / or user of the common portions.

15. That it is hereby further agreed that the Purchasers hereto shall use the said Flat only for residential purpose and being the absolute owners, the Purchasers shall have full right to sell, transfer, let-out the said Flat.

THE FIRST SCHEDULE ABOVE REFERRED TO
(Description of the 'entire land and building')

ALL THAT piece and parcel of Bastu Land measuring land area more or less 11 (eleven) Cottahs 2 (two) Chittacks 27 (twenty seven) Sq. Ft., together with multi-storied (G+VI) building known as "....." standing thereon, lying in Mouza - Nari, J. L. No. 70, comprised in C.S. Dag Nos. 307, 308, R.S. Dag Nos. 307/3695, 308/3705 under R.S. Khatian No. 275, corresponding to L.R. Dag Nos. 341, 344 under L.R. Khatian Nos. 9824, 9825, 9826, having Municipal Holding No. 38, Goodshed Road, within the ambit of Ward No. 7 of the Burdwan Municipality, P.O. & P.S. - Burdwan, A.D.S.R. Office - Burdwan, District - Purba Burdwan (previously Burdwan), PIN - 713101, alongwith all easement rights attached thereto.

The property is butted and bounded by :

ON THE NORTH : 6' feet wide Common Passage.
ON THE SOUTH : Property of Asit Ranjan Roy &
Municipal Drain.
ON THE EAST : Property of Others.
ON THE WEST : Goodshed Road.

THE SECOND SCHEDULE ABOVE REFERRED TO

{ Description of the 'Flat' (within the Developer's Allocation) }

WITHIN THE FIRST SCHEDULE MENTIONED BUILDING ALL THAT demarcated and well defined one flooring complete residential Flat being Flat No. on the Floor towards the Side, having Super Built-Up area measuring Sq. Ft. (covered area Sq. Ft.) or a little more or less, consisting of Bed Rooms, 1 (one) Living-cum-Dining, 1 (one) Kitchen, Toilets and Verandah, as shown in the plan annexed herewith and therein bordered "**RED**", along with common areas and facilities as mentioned in the Third Schedule hereinunder and alongwith undivided proportionate share of the underneath land of the First Schedule mentioned property.

The Flat is butted and bounded by :

ON THE NORTH :
ON THE SOUTH :
ON THE EAST :
ON THE WEST :

THE THIRD SCHEDULE ABOVE REFERRED TO
(Common Areas and Facilities)

1. Staircase.
2. Staircase landing on all the floors.
3. Common passages or pathways within the building beginning from the entrances of the building.
4. The foundation, columns, beams, supports and main wall etc.
5. P.V.C. overhead tank, underground water reservoir, pump room (if any), Septic Tank, Water & Sanitary Pipes and other common plumbing installations.
6. Electrical Installations, Electrical Wiring, Concealed P.V.C. pipes, Meters fittings.
7. Water and sewerage evacuation pipes from upper floors to the drains and sewerage common to building.
8. Drains and sewerages from the building to the Municipal duct on Municipal Road.
9. Boundary wall and Main Gate.
10. Open spaces and Passages.
11. Lift and area for operation of such lift.

12. Top roof of the multi-storied building.
13. Such other common parts, areas, equipments, installations, fixtures, fittings and spaces in or around the said housing complex as are necessary for passage and occupancy of the said Flat in common with other Flat owners.

THE FOURTH SCHEDULE ABOVE REFERRED TO
(Common Expenses of the Maintenances)

1. All Cost of maintaining, replacing, white washing, painting, decorating of the main structure of the building including the exterior thereof.
2. The cost of acquisition and legal proceeds, the cost of cleaning and lighting the common area.
3. The cost of working, repairing, replacing and maintenance of lights, lift, pump and other plumbing works including all other service charges for services rendered in common to all other occupiers.
4. The charges of plumbers, electricians, sweepers, security guards, salaries of managers and clerks, if any.
5. Municipal and other rates and taxes, levies and all other outgoing save those, which would be separately assessed or incurred in respect of any unit or portion of land.

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

SIGNED, SEALED & DELIVERED

by the abovenamed Parties'

in presence of :

WITNESSES :

1.

Constituted Attorney of
Sri Kanchan Mehta
Sri Sarat Mehta
Smt. Kabita Doshi

SIGNATURE OF THE VENDORS

2.

SIGNATURE OF THE PURCHASERS

**SIGNATURE OF THE
DEVELOPER / CONFIRMING PARTY**

MEMO OF CONSIDERATION

Received from the within named Purchasers the said sum of Rs. /- (Rupees) only being the full amount of consideration as per memorandum below :

<u>SL. No.</u>	<u>Cheque No.</u>	<u>Date</u>	<u>Bank & Branch</u>	<u>Amount(Rs.)</u>
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WITNESSES :

1.

2.

Drafted by :

(Arindam Datta)
Advocate,
High Court, Calcutta,
Enrollment No. WB/499/2000.

**SIGNATURE OF THE
DEVELOPER/CONFIRMING PARTY**

Typed by :

(Kanima Raha)
Bhadrakali, Hooghly.