

DEED OF CONVEYANCE

THIS INDENTURE OF CONVEYANCE is made, effected, instrumented and/or executed at Kolkata on this _____ day of _____, Two Thousand Twenty One (2021) A.D.

BY AND BETWEEN

MRS. BANDANA MUKHERJEE, PAN – ADTPM8534D, AADHAAR NO. 8584 1852 8111, wife of Debanjan Mukherjee, by faith – Hindu, by occupation – Home Maker, by Nationality – Indian, residing at 1-B, Nilmoni Row, P.O. & P.S. – Tala, Kolkata – 700 002, hereinafter referred to and called as the "**PURCHASER**" (which term or expression shall unless otherwise excluded by or repugnant to the subject or context be deemed to mean and include her heirs, executors, legal representatives, administrators and assigns) of the **FIRST PART**.

The Vendor herein is being represented by her Power of Attorney namely "J.N. Tower".

AND

J.N. TOWER, PAN – AAPFJ4817J, a Partnership Firm having its office and principal place of business at 121A, Bidhan Sarani, P.O. - Bagbazar, P.S. – ISI, Kolkata – 700 004, the said Firm being represented by its Partners namely **(1) MR. JAGADISH GHOSH, PAN – ADYPG4011E, AADHAAR NO. 4217 5155 9518**, son of Late Makhanlal Ghosh, by faith – Hindu, by occupation – Business, residing at 1176, R.N. Tagore Road, P.O. - Bedia para, P.S. – Dum Dum, Kolkata – 700 077, **(2) MR. NARAYAN PAL, PAN – AJRPP8850D, AADHAAR NO. 8813 9839 2234**, son of Late Manoranjan Pal, by faith – Hindu, by occupation – Business, residing at AD-102, Sector-I, Salt Lake City, P.O. - Bidhannagar, P.S. – North Bidhannagar, Kolkata – 700 064, hereinafter referred to and called as the "**DEVELOPER**" (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include its succession-in-office, heirs, executors, administrators, legal representatives and assigns) of the **SECOND PART**.

AND

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

WHEREAS although the WEST BENGAL HOUSING INFRASTRUCTURE DEVELOPMENT CORPORATION LTD., a Govt. Company incorporated under the Companies Act, 1956 (Act 1 of 1956) and the Planning Authority, as appointed by the State Government vide Order No. 1490-HI/HGN/NTP/1M-1/98 dated 13th September, 1999, in respect of the Planning Area declared as such under Notification No. 1490-HI/HGN/NTP/1M-1/98 dated 27th August, 1999, therein referred to as the "**WBHIDCO LTD.**" having its registered office, presently at HIDCO Bhawan, Premises No. 35-1111(MAR), Major Arterial Road, New Town, Kolkata – 700 156, represented by the Managing Director or the Joint Managing Director/General Manager (Administration)/Additional General Manager (Administration)/Additional General Manager (Marketing) of the said State Govt. Company, has a Statewide mandate to provide larger supply of developed lands, the immediate focus area has been limited to the development of a planned town (**hereinafter called the New Town, Kolkata**) and the Collector, North 24 Parganas and Collector, South 24 Parganas on the requisition of Government in the Housing Department by and under a good number of land acquisition cases had acquired large chunk of land and the same has been duly vested in the Government absolutely free from all encumbrances under Section 16 of the Land Acquisition Act, 1894.

AND WHEREAS the said Collectors thereafter duly transferred right, title and interest in the said lands and also made over vacant possession over the said land to the "**WBHIDCO LTD.**", free from all encumbrances upon payment of the price for compensation money for such lands.

AND WHEREAS upon such transfer of lands and possession thereof being handed over to the "**WBHIDCO LTD.**" the said "**WBHIDCO LTD.**" was lawfully seized and possessed of or was otherwise well and sufficiently entitled to the said land free from all encumbrances.

AND WHEREAS the said "**WBHIDCO LTD.**" in consonance with the main object and intent as spelt out in the Company's Memorandum of Association, has already developed built and provided necessary infrastructures on the said lands for making it suitable for setting up the proposed township.

J. N. TOWER

Narayan Pal
Partner

J. N. TOWER

Jagdish Ghosh
Partner

AND WHEREAS after having developed the said lands and building infrastructure thereon the "WBHIDCO LTD." had demarcated afresh the said acquired lands in several plots under different categories and have made the same ready for allotment and sale to the prospective buyers.

AND WHEREAS Mrs. Bandana Mukherjee purchased ALL THAT piece and parcel of land measuring about 300.12 sq. Metres. be the same or little more or less, being Premises No. 13-093 in Street No. 093 (12 M wide) (Erstwhile Plot No. 3 in Block No. AB), Category-HIGI-II situated in the New Town, Police Station – New Town, District – North 24 Parganas presently in the Panchayet Area, Mouza – Ghuni, J.L. No. 23, under Jyangra-Hatiara-II G.P. free from all encumbrances, by virtue of an Indenture of Sale dated 13th day of October, 2012 registered in the office of the ADSR, Bidhannagar (Bidhannagar) and recorded in Book No. I, CD Volume No. 19, Page from 1135 to 1149, being No. 13420 for the year 2012 from the West Bengal Housing Infrastructure Development Corporation Ltd., a Govt. Company incorporated under the Companies Act, 1956 (Act 1 of 1956) and the Planning Authority, as appointed by the State Government vide Order No. 1490-HI/HGN/NTP/1M-1/98 dated 13th September, 1999, in respect of the Planning Area declared as such under Notification No. 1490-HI/HGN/NTP/1M-1/98 dated 27th August, 1999, therein referred to as the "WBHIDCO LTD." duly represented by its authorized signatories, free from all encumbrances.

AND WHEREAS physical possession of the aforesaid landed property has been taken over by the said Mrs. Bandana Mukherjee vide Memorandum of Possession of Plot as has been issued by the said Authority vide No. MP-I/HIDCO/EM/22/3429 dated 19.12.2012.

AND WHEREAS by virtue of the aforesaid Indenture of Sale dated 13th day of October, 2012 and Memorandum of Possession of the Plot of Land, the said Landowner got her aforesaid land mutated with the New Town Kolkata Development Authority (NKDA) vide No. 1440/2013 dated 02 September, 2013 and presently the Vendor hereto is absolutely seized and possessed of or otherwise well and sufficiently entitled to ALL THAT piece and parcel of land measuring about 300.12 sq. Metres, be the same a little more or less, being Premises No. 13-093 in Street No. 093 (12 M Wide) (Erstwhile Plot No. 3 in Block No. AB), Category – HIGI-II situated in the New Town, Police Station - New Town, District – North 24 Parganas, presently in the Panchayat Area, Mouza – Ghuni, J.L. No. 23 under Jyangra-Hatiara – II G.P. free from all encumbrances, charges, mortgages, attachments, lien, lispendences etc.

AND WHEREAS the Vendor herein has decided to develop her aforesaid property more fully and particularly described in the FIRST SCHEDULE hereunder written by raising multi storied building (G+4) thereon free from all encumbrances in accordance with the building plan as will be sanctioned by the NKDA in the name of the Vendor.

AND WHEREAS the said Vendor herein is now desirous of developing the said land by constructing thereupon G+4 storied building in accordance with the building plan to be sanction by the Competent Authority. But due to financial stringency and shortage of time and manpower, the vendor is unable to start the construction of the said building and had been in search of a developer who can undertake the responsibility of construction of such building on the said premises by affording their own arrangement and expenses.

AND WHEREAS knowing the intention of the vendor hereto, the Developer contacted the vendor and requested the vendor to allow them to develop the said premises as desired by the vendor by constructing the proposed multi storied building/s (G+4) in accordance with the building plan sanctioned in the name of the vendor. Accordingly one Joint Venture Agreement was executed on 20.09.2019 by and between the Vendor and the Developer herein which was registered in the office of Additional District Sub Registrar, Rajarhat and recorded therein as Book No. I, Volume No. 1523-2019, page from 459010 to 459053, being No. 152311437 for the year 2019 with certain terms and conditions mentioned therein.

AND WHEREAS on the same date i.e., on 20.09.2019, the Vendor herein executed a Development Power of Attorney after registered Development Agreement in favour of **the Developer** / Confirming Party which was duly registered in the Office of Additional District Sub Registrar, Rajarhat and recorded therein as Book No. I, Volume No. 1523-2019, page from 457522 to 457545, being No. 152311453 for the year 2019.

J. N. TOWER

Narayan K. S.
Partner

J. N. TOWER

Jagdish Chandra -
Partner

AND WHEREAS thereafter the Developer / Confirming Party herein applied for sanction of building construction plan before the competent authority and the said sanctioned plan duly approved and sanctioned by Plan No. and dated 03-Oct.-2018 Pin – 0130009320180907 and as per the said valid sanctioned plan the developer has started construction of the building over the said plot of land and the same is now in progress under the name and style “Titash”.

AND WHEREAS the Purchaser intends to purchase and the Vendor / Owner and the Developer / Confirming Party herein (hereinafter referred to as the **J.N. TOWER**) intend to deliver a self contained marble/floor tiles/vitrified tiles Flat measuring _____ **Sq.ft. super built up area** be the same a little more or less (including 20% super built up area) on _____ **Floor**, being **Flat No.** _____, _____ **side**, lying and situated at Premises No. 13-093 in Street No. 093 (12 M Wide) (Erstwhile Plot No. 3 in Block No. AB), Category – HIGI-II situated in the New Town, Police Station - New Town, District – North 24 Parganas, presently in the Panchayat Area, Mouza – Ghuni, J.L. No. 23 under Jyangra-Hatiara – II G.P. at or for a total consideration of **Rs.** _____ **/- (Rupees _____)** only payable as per the schedule of payment written hereunder.

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

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

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

J. N. TOWER

Narayan Pal
Partner

J. N. TOWER

Jogadish Ghosh
Partner

THE VENDORS / OWNERS AND DEVELOPER DO TH HEREBY FURTHER COVENANT WITH THE PURCHASERS AS FOLLOWS: -

1. The interest which the Vendors professed to transfer, subsist and the Vendors have good, rightful power and absolute authority and indivisible title to grant, convey, transfer, assign and assure unto the Purchasers and every part or parts thereof respectively unto the Purchasers and the Vendors/Owners have not at any time hereto before done, omitted, committed, suffered or been party or privy to any act, deed or thing whereby they may be prevented from granting conveying transferring assigning or assuring the said demised premises which is morefully and specifically mentioned and/or described in the Schedule.
2. It shall be lawful for the Purchasers from time to time and at all times hereafter to enter into and upon the said demised premises which is morefully and specifically described in First Schedule hereunder and thus the demised premises is hereby sold, conveyed and transferred unto the Purchasers and every part thereof and to enjoy the said demised premises which is morefully and specifically described in Schedule hereunder, without any interruption claim or demand whatsoever by the Vendors/Owners or any person or persons claiming through under or in trust for the Vendors.
3. The said demised premises which is morefully and specifically described in Second Schedule is hereby sold conveyed and transferred unto the Purchasers and freed and discharged from or otherwise by the Vendors/Owners sufficiently indemnified against all and all manner of encumbrances claims and demands whatsoever caused, created, occasioned and / or made by the Vendors/Owners or any person or persons claiming or to claim through under or in trust for the Vendors/Owners.
4. The Vendors/Owners or every person or persons under or representing them, lawfully claiming any estate, right, title or interest into or upon the said demised premises which is more fully and specifically described in the Schedule hereunder, hereby sold conveyed and transferred unto the Purchasers or any part thereof through under or in trust for the Vendors/Owners shall and will at all times hereafter upon every reasonable request and at the cost of the Purchasers make, do, acknowledge, execute and perfect all such further and other lawful and reasonable acts, deeds, assurances, matters and things whatsoever for the further better and more perfectly assuring the said premises unto the Purchasers or shall or may be reasonably required.
5. The Vendors/Owners promise, declare, undertake and covenant with and to the Purchasers that they shall attend and/or present themselves before any Forum and/or Court and/or Govt. Authority and/or Organization and/or statutory body including South Dum Dum Municipality, CESE for and/or on behalf of and at the request of the Purchasers in order to answer, clarify, if any question, query and / or dispute is raised by the above authorities i.e. to corroborate, pass on and/or transfer better title to, for and in favour of the Purchasers the Vendors/Owners shall attend to any authority at any time at the request of the Purchasers.
6. That the Vendors/Owners hereby undertake and indemnify to pay all dues and/or arrears till the date of execution of these presents to and for the Purchasers or vacant and peaceful possession is taken, whichever is earlier, on account of municipal taxes, levies, electricity bills etc.
7. That the Vendors/Owners are the joint, exclusive and absolute Vendors/Owners of the property and/or otherwise well and sufficiently entitled to the said property (which is morefully and specifically mentioned and/or described in the Schedule).
8. That the Vendors/Owners hereby declares, that the properties appurtenant thereto is free from all encumbrances, mortgages (including mortgage by deposit of title deeds or anomalous mortgage under the Transfer or property Act), charges, liens, lispendens, annuity, right of residence or maintenance under any testamentary disposition, settlement or other documents or under any law, debutters, wakf, trusts, benami transactions, adverse possession, attachments, decree or order including any injunction or prohibitory order, acquisition, requisition, vesting, alignment, claims, demands and liabilities of whatsoever or howsoever nature and that the Vendors/Owners have and hold clear, undisputed, undisturbed, marketable and authentic title to the same.
9. The Vendors/Owners have actual, undisturbed, undisputed, exclusive, and absolute Ownership and khas physical possession of the said premises (which is morefully and specifically mentioned and/or described in the Schedule).
10. The Vendors/Owners also declare that the entire First Scheduled property is neither affected by and/or included under any law suit and/or proceedings nor affected by and under the (Urban Land Ceiling Regulation) Act., and/or scheme related to such Act or any other Law in force for the time being.
11. The Vendors/Owners have not entered into any Agreement for Sale, Lease, License, Tenancy and or any sort of Agreement and/or Contract with any body, person and/or organization in respect of and/or regarding the Scheduled property other than the abovementioned Purchasers.
12. The Vendors/Owners have not mortgaged this Scheduled property to any person and/or organization and/or body Corporate and/or bank etc.

J. N. TOWER

Narayan Reddy
Partner

J. N. TOWER

Jagadish Reddy
Partner

13. The Vendors/Owners declare that there is no Title Suit pending and/or active in any Court and/or Tribunal etc. in respect of and regarding this scheduled property.

14. The Vendors/Owners neither have received any notice for Acquisition and/or Requisition, nor any process and/or proceeding for Acquisition and/or Requisition under any law or laws for the time being in force, is active and /or pending and /or under process and/or in motion in any Court, Tribunal and/or Administrative office and offices in respect of and with regard to the Scheduled property and the area appurtenant thereto or any part or portions thereof.

15. That it is hereby further agreed that the Purchasers hereto as the absolute owners of the said flat shall have all right to sell, gift, transferred and assign the said flat in any manner and the Developer/vendors or any co-owners shall have no objection to any such transferred.

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

ALL THAT piece and parcel of land measuring about **300.12 sq. Metres**, be the same a little more or less, being Premises No. 13-093 in Street No. 093 (12 M Wide) (Erstwhile Plot No. 3 in Block No. AB), Category – HIGI-II situated in the New Town, Police Station - New Town, District – North 24 Parganas, presently in the Panchayat Area, Mouza – Ghuni, J.L. No. 23 under Jyangra-Hatiara – II G.P., P.O. – New Town, Pin - 700156, Additional District Sub Registrar at Rajarhat

ON THE NORTH : Street No. 93 (12 M Wide).

ON THE SOUTH : Premises No. 14-091.

ON THE EAST : Premises No. 15-093.

ON THE WEST : Premises No. 11-093.

THE SECOND SCHEDULE ABOVE REFERRED TO
(Description of Flat)

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

THE THIRD SCHEDULE ABOVE REFERRED TO
[Common Parts and Portions]

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

THE FOURTH SCHEDULE ABOVE REFERRED TO
[Common Expenses]

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

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

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

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

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

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

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

J. N. TOWER

Namya Pal.
Partner

J. N. TOWER

Jagdish Ghosh
Partner

- viii. All litigation expenses for protecting the title of the said land and building.
- ix. The office expenses incurred for maintenance of the office for common purpose.
- x. Costs of establishment and operation of the Association upon its formation relating to common purposes.
- xi. All such other expenses and outgoings as are deemed by the Vendors/Owners and/or of the Association to be necessary for or incidental thereto.
- xii. All expenses referred to above shall be borne and paid proportionately by the co-Purchasers on and from the date of taking over the Possession of their respective flats or units but the Vendors/Owners shall be liable to bear such charges in respect of flats or units not taken by any Purchasers.

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

SIGNED, SEALED AND DELIVERED

In presence of the following

Witnesses:

1. _____
SIGNATURE OF TH VENDORS/OWNERS
2. _____
SIGNATURE OF THE DEVELOPER
3. _____
SIGNATURE OF THE PURCHASERS

MEMO OF CONSIDERATION

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

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

(_____ Only)

IN THE PRESENCE OF :

1. _____
2. _____
SIGNATURE OF THE DEVELOPER

J.N. TOWER
Narayan. Patel.
 Partner
 J. N. TOWER
Jagdish Ghosh
 Partner