

DEED OF CONVEYANCE

THIS INDENTURE OF CONVEYANCE is made, effected, instrumented and/or executed at Kolkata on this _____ day of _____, Two Thousand Twenty (2020) A.D.

B E T W E E N

BIMALENDU SEKHAR CHAKRABORTY (PAN: ACJPC8010H), son of Prabhat Chakraborty, by occupation- Retire, by faith- Hindu, by Nationality- Indian, residing at 38/5, M.C. Garden Road, P.O.- Ghughudnaga, P.S.- Dum Dum, Kolkata- 700030, Dist- 24 Parganas (North), hereinafter referred to as the "**OWNER**" (which expression shall unless excluded by or repugnant to the context be deemed to mean and include **his** heirs, executors, administrators, legal representatives, successors or successors, nominee or nominees and/or permitted assigns) of the **FIRST PART**.

The owners / Vendors is represented through their Constituted Attorneys **EAST INDIA CONSTRUCTION** (PAN – AAHFE2412M), a partnership firm, having its office at 153, S.H.K.B Sarani, Holding No. 153/6 (N), P.S. Dum Dum, Kolkata – 700074, District – North 24-Parganas, being represented by its three partners and/or authorized signatory namely (1) **SANJIB HALDER** (PAN- ABHPH4048), son of Late Lal Mohan Halder, residing at 153, S.H.K.B.Sarani, P.S. Dum Dum, Kolkata – 700074, (2) **PRONOB GHOSH** (PAN- AOGPG2584K), son of Indu Bhusan Ghosh, residing at 322/1, M.C. Garden Road, P.S. Dum Dum, Kolkata – 700030, (3) **UJJAL KANTI DAS** (PAN- ARWPD6494L), son of Late Khitish Chandra Das, by faith – Hindu, by occupation-Business, residing at 19/2, K.B. Sarani, P.S. Dum Dum, Kolkata – 700080, hereinafter called and referred to the **DEVELOPER**, (which expression shall unless excluded by or repugnant to the context be deemed to mean and include its successor or successors-in-office and assigns), by dint of a Development Power of Attorney date _____ registered at Additional district Sub-Registrar Cossipore Dum Dum, copied in Book No. 1, Being No. 15060 _____ for the year 2018.

AND

EAST INDIA CONSTRUCTION (PAN – AAHFE2412M), a partnership firm, having its office at 153, S.H.K.B Sarani, Holding No. 153/6 (N), P.S. Dum Dum, Kolkata – 700074, District – North 24-Parganas, being represented by its Partners and/or authorized signatory namely (1) **SANJIB HALDER** (PAN- ABHPH4048), son of Late Lal Mohan Halder, residing at 153, S.H.K.B.Sarani, P.S. Dum Dum, Kolkata – 700074, (2) **PRONOB GHOSH** (PAN- AOGPG2584K), son of Indu Bhusan Ghosh, residing at 322/1, M.C. Garden Road, P.S. Dum Dum, Kolkata – 700030, (3) **UJJAL KANTI DAS** (PAN- ARWPD6494L), son of Late Khitish Chandra Das, by faith – Hindu, by occupation-Business, residing at 19/2, K.B. Sarani, P.S. Dum Dum, Kolkata – 700080, hereinafter called and referred to the **DEVELOPER**, (which expression shall unless excluded by or repugnant to the context be deemed to mean and include its successor or successors-in-office and assigns), herein after referred to as the **DEVELOPER/ PROMOTER** (which expression shall unless excluded by or repugnant to the context be deemed to mean and include **their** successor or successors, successors in office, successors in interest, and/or permitted assigns) of the **SECOND PART**.

AND

SRI _____ (**PAN:** _____) son of _____, **By Occupation -** _____, **By faith-** Hindu, **By Nationality-** Indian, **By Occupation-** Retired, **Residing at** _____, _____, _____, **P.O.- & P.S.-** _____, **Kolkata-700** _____, **Dist- North 24 Parganas, West Bengal** hereinafter referred to as the "**PURCHASER / ALLOTEE**" (which expression shall unless excluded by or repugnant to the context be deemed to

mean and include **his/his/their** successor or successors, successors in office, successors in interest, and/or permitted assigns) of the **THIRD PART**.

The Promoter and Purchaser shall hereinafter collectively be referred to as the Parties” and individually as a “Party”

BACK GROUND:

WHEREAS one Mrinilini Devi wife of Narendra Nath Chatterjee was the owner of a plot of land measuring an area 03 cottah 20 sq.ft more or less comprised In C.S. Dag No. 582, under C.S. Khatian No. 726, J.L. No. 22, R.S. No. 11, Touzi No. 1298/2833, at Mouza – Purba Sinthee, P.S. Dum Dum, the then Holding No. 38, M.C. Garden Road, within the limits of South-Dum Dum Municipality, District – 24 Parganas by virtue of purchase from one Netai Chandra Paul through a Saaf Kobala (Bangali Sale Deed) dated 22/11/1995 registered in the office of Sub-Registrar Cossipore Dum Dum, copied in Book No. I, Volume No. 131, Pages 1 to 7, Being No. 898 for the year 1955 more fully and particularly described thereunder written.

AND WHEREAS while seizing, possessing and enjoying the aforesaid land together with in incomplete one storied building, the said Mrinalini Debi died intestate leaving behind her husband Narendra Narendra Nath Chatterjee, two sons namely Nripendra Chandra Chatterjee, Pijush Kanti Chatterjee and two daughters namely Nilima Acharya and Binapani Acharya as her legal heirs and successors in respect of the aforesaid landed property by virtue of Hindu Law of Succession and Dayabhaga School of Hindu Law.

AND WHEREAS after the death of said Mrinilini Debi, her above mentioned legal heirs and successors became the owners of the aforesaid landed property by virtue of inheritance and while seizing, possession and enjoying the aforesaid property, the said Nilima Acharya died intestate on 05/01/1975 leaving behind her two sons namely Sudhin Acharya and Sudub Acharya as her legal heirs and successors in respect of her share in the aforesaid landed property by virtue of Hindu Law of Succession and Dayabhaga School of Hindu Law. Be it mentioned that Primal Acharya husband of said Nilima Acharya died prior her death.

AND WHEREAS while seizing, possessing and enjoying the aforesaid property, by virtue of a registered Deed of Gift dated 04.01/1962 registered at the office of the Sub-Registrar Alipore, recorded in Book No. I, Volume No. 12, Pages 112 to 116, Being No. 69 for the year 1962 said Binapani Chatterjee and Narendra Nath Chatterjee, described therein as the Donor had gifted, transferred, and assigned their undivided share of the aforesaid landed property in favour of Nripendra Chandra Chatterjee, Pijush Kanti Chatterjee, described therein as the Donees more fully and particularly described thereunder written.

AND WHEREAS thus said Nripendra Chandra Chatterjee, Pijush Kanti Chatterjee, Sudhin Acharya and Sudeb Acharya became the joint owners of the aforesaid landed property by virtue of inheritance and Deed of Gift as mentioned herein above.

AND WHEREAS while seizing, possessing and enjoying the aforesaid property, by virtue of a registered Saaf Bikroy Kobala (Bengali Sale Deed) dated 28/07/1975 registered at the office of the Sub-Registrar Cossipore Dum Dum, recorded in Book No. I, Volume No. 127, Pages 103 to 127, Being No. 7252 for the year 1975 said Nripendra Chandra Chatterjee, Pijush Kanti Chatterjee, Sudhin Acharya and Sudeb Acharya, described therein as the Vendors have sold, transferred, and conveyed the aforesaid property in favour of Bimalendu Sekhar Chakraborty, described therein as the Purchaser more fully and particularly described thereunder written.

AND WHEREAS by way of the aforesaid Sale Deed vide 7252 for the year 1975 said Bimalendu Sekhar Chakraborty became the absolute owner of the aforesaid landed property and thereafter duly applied to record his name in the records of South Dum Dum Municipality and the said municipality duly assessed the said land as Holding No. 342, M.C Garden Road,

Kolkata -700030 and he also mutated his name in the records of B.L. & L.R.O. being L.R. Dag No. 2623, under L.R. Khatian No 2389, in respect o the said property and since then he is paying taxes thereof regularly as the sole and absolute owner of the aforesaid land in question, and enjoying the same peaceably without any interference from any end whatsoever.

AND WHEREAS thus by virtue of the recital hereinabove stated, the said Bimalendu Sekhar Chakraborty the owner herein, is well seized and possessed of or otherwise well and sufficiently entitled all thlat piece and parcel of Bastu land measuring an area 03 (three) cottahs 20(twenty) sq.ft. more or less,comprised in R.S. Dag No.582 corresponding to L.R. Dag No. 2623, under R.S. Khatian No. 941 corresponding L.R. Khatian No. 2389, J.L. No. 22, R.S. No. 11, Touzi No. 1298/2833, at Mouza – Purba Sinthee, P.S. Dum Dum, Holding No. 342, Premises No. 38/5, M.C. Garden Road, Kolkata – 700030, within the limits of South-Dum Dum Municipality, Ward No. 14, District – North 24 Parganas more fully and particularly described in the First Schedule herein under appearing and hereinafter for the sake of brevity called and referred to as the “said property”.

AND WHEREAS the owners herein approached to the Developer with a proposal for construction of a Multi Storied building consisting of flats and garages/Unit on the said land to which the Developer **is** agreed with such proposal on the terms and conditions appearing in the (1) Development Agreement date 10.09.2018 registered at Additional district Sub-Registrar Cossipore Dum Dum, copied in Book No. 1, Being No. 150608119 for the year 2018 by and between Bimalendu Sekhar Chakraborty and Promoter/ Developer herein also the said Bimalendu Sekhar Chakraborty empower the Promoter/ Developer herein by Development Power of Attorney date 10.09.2018 registered at Additional district Sub-Registrar Cossipore Dum Dum, copied in Book No. 1, Being No. 15060_____ for the year 2018.

AND WHEREAS the Developer is constructing the building on the said property consisting of several flats / Garage/Unit spaces according to the sanctioned plan sanctioned by the South Dum Dum Municipality vide plan No. 540 dated 23th day of October, 2019.

AND WHEREAS the Owners/Vendors being the party of the first part and Developer party of the second part as Developer, Confirming Party and attorney agree to sell from their **DEVELOPER ALLOCATION** and the Purchasers agree to purchase Residential Flat being Flat No “_____” on the _____ Floor, _____ (_____) Side, measuring _____ (_____) Sq. ft. more or less including super built up area of the said building at the below schedule mentioned property, more fully and particularly described in the Second Schedule hereunder written and together with proportionate share and interest on the land described in the first schedule at or for the consideration of **Rs.** _____/- [Rupees _____] only @ _____/- (Rs. _____) per sq. Ft.

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. **1-A**, on the **South-East** Side of the **First** Floor, measuring a super built up area of **1080** 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.

THE VENDORS / OWNERS AND DEVELOPER DOTH 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, lispensens, 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.
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 also vehemently declare that neither any declaration nor any undertaking, in respect of and in regard to the Scheduled property, have been given, and/or declared and/or announced to any body corporate, bank, person, organization etc. which holds and/or causes and/or effects any encumbrance and/or charge to the Scheduled property and/or affects the title of the Scheduled property.
15. 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.
16. 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 or parcel of Bastu land measuring an area 03 (three) cottahs 20(twenty) sq.ft. more or less, comprised in R.S. Dag No.582 corresponding to L.R. Dag No. 2623, under R.S. Khatian No. 941 corresponding L.R. Khatian No. 2389, J.L. No. 22, R.S. No. 11, Touzi No. 1298/2833, at Mouza – Purba Sinthee, P.S. Dum Dum, Holding No. 342, Premises No. 38/5, M.C. Garden Road, Kolkata – 700030, within the limits of South-Dum Dum Municipality, Ward No. 14, District – North 24 Parganas, which is butted and bounded by :

ON THE NORTH	:	Municipal Road (T.C Lane)
ON THE SOUTH	:	Municipal Road and Garden Plaza Housing Complex
ON THE EAST	:	Property of Mr. Ganguly
ON THE WEST	:	Property of Gopal Sen.

THE SECOND SCHEDULE ABOVE REFERRED TO
(Description of Flat)

ALL THAT piece and parcel of a Covered Garage being No. “_____” on the _____ Floor, _____ Side, measuring super built up total area of _____ (_____) Sq. ft. more or less, consisting of _____ 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 **PRATYEE**.

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. Including common rights to use the roof terrace of the said building with other co-owners.
10. 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.
- 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 THE VENDORS / OWNERS

2.

SIGNATURE OF THE PURCHASERS

SIGNATURE OF THE DEVELOPER

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