DEED OF CONVEYANCE

registered office at Sahid Khudiram Bose Sarani, P.O Motijheel, P. S Dum Dum, Konorth), by dint of a Development Power of Attorney date registere	
Cossipore Dum Dum, copied in Book No. 1, Being No. 15060 for the year	ar 2018,
AND	
<u>M/S S.D. CONSTRUCTION</u> , having its registered office at Sahid Khudiram Bose Sarani	, P.O Motijheel, P. S Dum Dum,
$Kolkata\ -\ 700\ 074,\ Dist-\ 24\ Parganas\ (North),\ being\ its\ represented\ by\ its\ sole$	Partners namely (1) SRI DULAL
CHAKRABORTY (2) SRI UTTAM CHAKRABORTY (3) SRI BIPLAB CHAKRABORTY	Y all are sons of Late Dhirendra Lal
Chakraborty, by occupation- Business, by faith- Hindu, by Nationality- Indian, residing at	t 54/2, Sahid Khudiram Bose Sarani,
P.O Motijheel, P. S Dum Dum, Kolkata – 700 074, Dist- 24 Parganas (North), Parti	
style of M/S S.D. CONSTRUCTION, having its registered office at Sahid Khudiram Bo	
	•
Dum Dum, Kolkata – 700 074, Dist- 24 Parganas (North), herein after referred to as the	•
expression shall unless excluded by or repugnant to the context be deemed to m	
successors, successors in office, successors in interest, and/or permitted assigns) of the	SECOND PART.
,	
AND	

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.

(Please insert details of other allottee(s) in case of more than one allottee)

The Promoter and Allottee shall hereinafter collectively be referred to as the Parties" and individually as a "Party"

BACK GROUND:

<u>WHEREAS</u> Sri Banamali Adak, Sri Krishna Chandra Adak, and Sri Krishna Chandra Adak, all sons of Late Hiralal Adak of Patipukur Goala Banan, 3, Basti Lane, Kolkata – 700 048 (formerly known as Calcutta – 700 048) were the joint owners and absolutely seized and possessed of and/or otherwise well and sufficiently entitled to amongst other land All That piece of parcel of land measuring more or less 3 (Three) Cottahs 8 (Eight) Chittaks 1 (One) Square Feet comprised in Khatian No. 42 under Khatian No. 753 appertaining to R.S. Dag No. 4817 in Mouza – Kalidaha, J.L. No. 23, Touzi No. 182, under the Police Station of Dum Dum and in the District of 24 Parganas now North 24-Parganas and within the local municipal limits of the South Dum Dum Municipality.

AND WHEREAS during the course of their joint enjoyments of the aforesaid land, the said three brothers, Banamali Adak, Jitendra Nath Adak and Krishna Chandra Adak owing to their lawful reasons and urgent requirement of money sold and transferred their said land measuring more of less 3 (Three) Cottahs 8 (Eight) Chittaks 1 (One) Square Feet comprised in said Khatian No. 42, appertaining to R.S. Dag No. 4817 of Mouza – Kalidaha unto and in favour of Smt. Susama Sundari Paul by a registered deed of conveyance dated 22.03.1965 and registered in the office of the Sub-Registrar of Cossipore Dum Dum and recorded therein as Deed No. 2678 in Book No. 1, Volume No. 47 at Pages from 94 to 97 for the year 1965 for valuable consideration mentioned therein.

AND WHEREAS after the purchase as aforesaid, the said Smt. Susama Sundari Paul while exercising her all right of ownership and possession in the said piece or parcel of land as the sole owner thereof duly mutated her name in the record of the said South Dum Dum Municipality as the lawful owner thereof and her aforesaid property duly been recorded in her name vide Holding No. 240/5, S K.B. Sarani (formerly known as 240/5, Swamiji Sarani) and she had started to pay due taxes from time to time directly in her name to the authority concerned since then.

AND WHEREAS the said Smt. Susama Sundari Paul during the course of her enjoyment of the aforesaid land constructed one storied brick built building on a portion thereof and started to enjoy the same as the residential building for herself and other members of her family by paying relevant taxes to the authority concerned since then and her aforesaid property known, recorded and numbered as Premises No. 240/5, S. K. B. Sarani (formerly known as 240/5, Swamiji Sarani), Kolkata – 700 030.

AND WHLEREAS the said Smt. Susama Sundari Paul owing to her lawful reasons and urgent requirement of money sold and transferred her said land measuring more or less 3 (Three) Cottahs 8 (Eighlt) Chittaks 1 (One) Square Feet together with one storied building thereon being Premises No. 240/5, S.K.B. Sarani, Kolkata – 700 030 unto and in favour of Smt. Gouri Dey by a registered deed of sale dated 21.08.1991 and registered in the office of the Additional District Sub-Registrar of Cossipore Dum Dum and recorded therein as Deed No. 4555 in Book No. I, Volume No. 106 at Pages from 299 to 308 for the year 1991 for valuable consideration mentioned therein.

AND WHEREAS after purchasing the aforesaid property, the said Smt. Gouri Dey while exercising her all right of ownership and possession in the aforesaid property as the sole owner thereof sold and transferred her said land measuring more of less 3 (Three) Cottahs 8 (Eight) Chittaks 1 (One) Square Feet together with building thereon being Premises No. 240/5, S.K.B. Sarani, Kolkata -700 030 unto and in favour of the Party thereto of the One Part/Vendor and the Party thereto of the

Other Part/Purchasers, that is to say, the Parties therein along with their co-owner brother Rabindra Nath Chakraborty by a registered deed of conveyance dated 17.02.2015 and registered in the office of the Additional Registrar of Assurances- II, Kolkata and admitted therein on 18.02.2015 and recorded therein as Deed No. 01895 in Book No. 1, CD Volume Number 11 at Pages from 874 to 894 for the year 2015 for valuable consideration mentioned therein and each entitle to an undivided 1/4th share in the aforesaid property.

AND WHEREAS after the purchase as foresaid, the Party hereto of the One Part and along with their above named brother Rabidnra Nath Chakraborty while exercising their all right of ownership and possession in the aforesaid property as the coowners thereof duly mutated their joint names in the record of the said South Dum Dum Municipaly as the lawful owners thereof and their aforesaid property duly been recorded in their names Vide Holding No. 861, S.K.B. Sarani in Ward no 17 and they have started to pay due taxes from time to time directly in their names to the authority concerned since then. It is recorded and pertinent to mention that the aforesaid land (more fully and particularly described and mentioned in the First Schedule written hereunder) duly been recorded in the L.R. Record of Rights in the name of said Banamali Adak, Jitendra Nath Adak and Krishna Chandra Adak under L.R. Khatian Nos. 1213, 466 and 295 appertaining to L.R. Dag No. 4817.

AND WHEREAS the owners namely Rabindra Nath Chakraborty submitted a building Sanction Plan before the concern South Dum Dum Municipality and getting Building Sanction plan vide No. 556 (2017-2018) dated 07.11.2017 for constructing a multistoried building and during the course of their joint enjoyment of the said property the said Rabindra Nath Chakraborty sold, transferred and conveyed his undivided 1/4th share in favour of Sri Dulal Chakraborty, Sri Biplab Chakraborty and Sri Biplab Chakraborty by dint of Deed of Sale dated 20.06.2019 and registered in the office of the Additional Dist Sub Registrar at cossipore Dum Dum and and recorded therein as Deed No. 150605217 in Book No. 1, Volume Number 1506-2019 at Pages from 254148 to 254176 for the year 2019 for valuable consideration mentioned therein.

AND WHEREAS the owners herein namely Sri Dulal Chakraborty, Sri Biplab Chakraborty and Sri Biplab Chakraborty 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 Development Agreement date 03.07.2019 registered at Additional district Sub-Registrar Cossipore Dum Dum, copied in Book No. 1, Being No. 150605733 for the year 2019 by and between Sri Dulal Chakraborty, Sri Biplab Chakraborty and Sri Biplab Chakraborty herein and Promoter/ Developer herein also the said owners empower the Promoter/ Developer herein by Development Power of Attorney date 03.07.2019 registered at Additional district Sub-Registrar Cossipore Dum Dum, copied in Book No. 1, Being No. 15060_____ for the year 2019.

AND WHERE	AS the	Owne	rs/Vendo	ors b	eing	the p	arty of the	first	part	and I	Developer	par	ty o	f the	seco	nd pa	rt as D	evel	oper,
Confirming Pa	arty and	attorr	ney agre	e to	sell	from	their <u>DEVE</u>	LOF	PER	ALLC	OCATION :	and	the	Pur	chas	ers ag	ree to	purc	chase
Residential F	lat bein	ng Fla	it No "_		_" or	n the			Flo	or, _			() S	ide, n	neas	uring
	_ () Sq	. ft.	more	or le	ss includin	g su	iper b	ouilt u	p area of t	he	said	l buil	ding	at the	below	sch	edule
mentioned pro	operty,	more	fully and	d pa	articu	larly	described i	n th	ne Se	econd	Schedule	he	ereu	nder	writ	ten an	nd toge	ther	with
proportionate	share	and	interest	on	the	land	described	in	the	first	schedule	at	or	for	the	consid	deratio	n of	Rs.
	/-	[F	Rupees							_]	only	(@						(Rs.
) per	sq. F	t.												

$\underline{\textbf{Vendors/Owners and the Purchasers entered into an Agreement for Sale}} :: In terms and conditions of the above$
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
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 $\underline{\text{TO HAVE AND TO HOLD}}$, 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, 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.
- 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 land admeasuring 3 (Three) Cottha 8 (Eight) 1 (One) sq. ft. more or less, lying and situated at Mouza – Kalidaha, J.L. No. 23, R.S No. 16, Touzi No.1298/2833, Parganaa 55 Gram, Division- I, sub- Division- 16, R.S. Dag No. 4817, comprise in L.R. Dag No. 4817 under Khatian No. 42, under Khatian No. 753, being Municipal Holding No. 861, Premises No. 240/5, Sahid Khudiram Bose Sarani, (also known as Swamiji Sarani), Police Station Dum Dum, Kolkata – 700074, Municipal Ward No. 17, within the local limits of South Dum Dum Municipality, within the Jurisdiction of Additional District Sub-Registered office at Cossipore Dum Dum, in the District of 24 Parganas (North), which is butted and bounded by

.

ON THE NORTH : 12 ft wide Municipal Road

ON THE SOUTH : House of Hirak Choudhury

ON THE EAST : Maa Tara Apartment
ON THE WEST : House of Prasanta Saha

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	I property, along with
undivided proportionate share of land and including rights of users of the common areas in the bu	ilding namely SANTI
ADARTMENT PHASE - VIII	

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.
- Water pump and electrical panels, wirings, switches and all electrical installations in common portions.
- 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, redecorating and lighting the common parts and the portions and the common areas and also the outer walls of the said building and parking spaces.
- 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 TH VENDORS/OWNERS/DEVELOPER

2.

SIGNATURE OF THE PURCHASERS

	WEWO OF CONSIDERATION					
Received a sum of Rs.	/- [Rupees]	only	as	full	and	final
consideration as follows:						

MEMO OF CONCIDED ATION

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

(Only)

IN THE PRESENCE OF:

SIGNATURE OF THE DEVELOPER