

DEED OF CONVEYANCE

THIS DEED OF CONVEYANCE is made of this the day of November,
2019, (Two Thousand Nineteen)

BETWEEN

(1) **SRI SUBRATA KUMAR ROY** (PAN -CAVPR8995Q, Aadhaar No.5724 2873 7486) son of Late Sudhangshu Kumar Roy, by occupation-Service, residing at Rabindra Nagar, P.S.- Sonarpur now Narendrapur, Kolkata -700153, District - South 24 Parganas (2) **SMT. SHTAMALI PAL**, (PAN -CLYPP8120K, Aadhaar No.7460 5368 4281) wife of Radhika Ranjan Paul, daughter of Late Sudhanshu Kumar Roy, by Occupation - Housewife, residing at Lake Gardens, Laskarpur, P.S. - Sonarpur now Narendrapur, Kolkata - 700153, District - South 24 Parganas, (3) **SMT. SIBANI BARAI**, (PAN - CIGPB6774C, Aadhaar No.9130 2656 4675) wife of Late Subas Barai, daughter of Late Sudhanshu Kumar Roy, by Occupation - Housewife, residing at - Lake Gardence, Laskarpur. P.S - Sonarpur now Narendrapur, Kolkata - 700153, District -South 24 Parganas, all by Hindu, hereinafter called and referred to as the "**VENDORS/ OWNERS**", (which term or expression shall unless excluded by or repugnant to the context be deem to mean and include their legal heirs, successors, executors, administrators, representatives and assigns) of the **FIRST PART** represented by their constituted lawful attorney "**SWARNATORI**" a partnership Firm having its registered

Office at - 77, Rabindra Nagar, P.O.-Laskarpur, P.S. -Sonarpur now Narendrapur, Kolkata -700153, District-South 24 Parganas, represented by its partners namely (1) **SRI PARTHA SARATHI DAS**, (PAN - ADRPD3158L, Aadhaar No.8496 2026 4760) son of Late Rabindra Nath Das, residing at Rabindra Nagar, P.O.-Laskarpur, P.S.-Sonarpur now Narendrapur, Kolkata-700153, District-South 24 Parganas (2) **SRI SANJOY MONDAL**, (PAN - CVSPM5678P, Aadhaar No.3055 4302 2699) son of Late Chitta Mondal, residing at - Rabindra Nagar, P.O. - Laskarpur, P.S. -Sonarpur now Narendrapur, Kolkata - 700153, District - South 24 Parganas, (3) **SRI ARUN KUAMR SEAL**. (PAN -DSEPS8637A, Aadhaar No.9102 6154 6120) son of Late Gouranga Chandra Seal, residing at -Rabindra Nagar, P.O. -'Laskarpur, P.S. -Sonarpur now Narendrapur, Kolkata - 700153, District - South 24 Parganas, (4) **SRI. BISWAJIT DASGUPTA**, (PAN - AKXPD9549E, Aadhaar No.3573 2484 4396) son of Late Ramendra Nath Dasgupta, residing Rabindra Nagar, P.O. - Laskarpur, P.S. -Sonarpur, Kolkata - 7001 53. District - South 24 Parganas, and (5) **SRI. SANJAY NAG**, (PAN - ADSPN7163J, Aadhaar No.7816 9680 4972) son of Late Sunil Kumar Nag, residing at - Rabindra Nagar. P.O. -

Laskarpur, P.S. -Sonarpur now Narendrapur, Kolkata - 700153, District - South 24 Parganas, all by faith - Hindu, all by Occupation - Business by way of Development Power of Attorney which was duly registered in the Office of A.D.S.R.-Garia, Vide Book No.1, C.D. Volume No.1, Pages 7779 to 77797 being Deed No.00423 for the year 2014.

AND

"SWARNATORI" a partnership Firm having its registered Office at - 77, Rabindra Nagar, P.O. - Laskarpur, P.S. - Sonarpur, Kolkata - 700153, District - South 24 Parganas, represented by its partners namely **(1) SRI PARTHA SARATHI DAS**, (PAN - ADRPD3158L, Aadhaar No.8496 2026 4760) son of Late Rabindra Nath Das, residing at Rabindra Nagar, P.O.-Laskarpur, P.S.-Sonarpur now Narendrapur, Kolkata-700153, District-South 24 Parganas **(2) SRI SANJOY MONDAL**, (PAN - CVSPM5678P, Aadhaar No.3055 4302 2699) son of Late Chitta Mondal, residing at - Rabindra Nagar, P.O. -Laskarpur, P.S. -Sonarpur now Narendrapur, Kolkata -700153, District - South 24 Parganas, **(3) SRI ARUN KUAMR SEAL**. (PAN - DSEPS8637A, Aadhaar No.9102 6154 6120) son of Late

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AND

referred to as the **PURCHASERS**, (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include their respective legal heirs, successors, executors, administrators, representatives and assigns) of the **THIRD PART.**

WHEREAS one Sudhangshu Kumar Roy, son of Late Krishna Kanta Roy being a displaced person from the then East Pakistan now Bangladesh acquired a piece and parcel of homestead land measuring about 04 Cottah more or less, lying and situated Mouza Laskarpur, comprised in C.S. Plot/Dag No. 461, L.O.P. No. 215, J.L. No. 57, P.S. -Sonapur, Sub Registration Office at Alipore, in the District South 24 Parganas within the Rajpur Sonarpur Municipality and governor of the

State of West Bengal through R.R. and R. Department at Alipore executed a Deed of Gift in favour of said Sudbanshu Kumar Roy which was registered on 14.05.1992 and recorded in Book No.I. Volume No 8 Pages 101 to 104, Being No 551, for the year 1992 at the office of Additional District Sub Registrar, Alipore.

AND WHEREAS said Sudhangshu Kumar Roy became the absolute Owners of the said property by way of Gift and he mutated his name in the Rajpur Sonarpur Municipality in respect of his said property and being Holding no. 90, Rabindra Nagar (East), within Ward No. 30, and while seized and possessed over the said property he died intestate on 03.08.2002 leaving behind his two sons namely Sri Sunil Kumar Roy and Sri Subrata Kumar Roy and two married daughters namely Smt. Shyamali Pal, wife of Radhika Ranjan Paul and Smt. Sibani Barai, wife of Subhas Barai, as his legal heirs and successors.

AND WHEREAS said Sri Sunil Kumar Roy and Sri Subrata Kumar Roy. Smt. Shyamali Paul, and Smt. Sibane Barai, became the absolute joint Owners of the aforesaid land by way

of inheritance and they have in peaceful possession occupation and enjoyment over the said property.

AND WHEREAS it is mentioned that Smt. Santi Lata Roy, wife of said deceased Sudhangsu Kumar Roy was predeceased on 30.04.1998.

AND WHEREAS said Sunil Kumar Roy gifted his 1/4th share to and unto in favour of his brother Vendor No. 1 herein Sri Subrata Kumar Roy by Deed of Gift which was registered in the Office of A.D.S.R. - Garia, and recorded in Book No. I, Being No.00419 or the year 2014.

AND WHEREAS thus the Vendors herein became the joint owners of the aforesaid property by way of inheritance and Gift and mutated their name in the record of the Rajpur-Sonarapur Municipality and the said premises had been numbered as Holding No. 90, Rabindra Nagar (East) Ward No. 30 and they have in peaceful occupation and enjoyment over the said property.

AND WHEREAS Sri Subrata Kumar Roy, Smt. Shyamali Pal and Smt. Sibani Barai, desirous to develop the said premises

as morefully mentioned in the Schedule-"A" hereunder written and the Developer herein agreed to develop the said premises by way of constructing a G+III storied building and both the Owners and the Developers jointly executed a Development Agreement amongst themselves, which was duly registered at A.D.S.R. Garia, South 24-Parganas and recorded in Book No. I, CD Volume No. 1, Pages from 7745 to 7778, Being Deed No. 00422 for the year 2014.

AND WHEREAS the Owners also executed one Development Power of Attorney in favour of the said Developer, which was duly registered at A.D.S.R. Garia, South 24-Parganas on and recorded in Book No. I, CD Volume No. 1, Pages from 7779 to 7797, Being Deed No. 00423 for the year 2014.

AND WHEREAS thereafter being empowered as per the aforesaid power and Agreement, the Developer herein obtained a sanctioned building plan being No. **289/CB/30/07** dated **17/03/2017** and started the construction work of one G+III storied building upon the said premises as more particularly mentioned in the Schedule-"A" hereunder written.

AND WHEREAS thereafter said Developer completed the said Flats, Car Parking Space and handover the allocation in respect of above mentioned Development Agreement in such condition.

AND WHEREAS at present the Developer herein declared to sell **ALL THAT** one self contained residential Flat measuring about sq. ft. and one Car Parking Space measuring about 120 sq. ft. as more particularly mentioned in the Schedule-"B" hereunder written and hereinafter called and referred to as "**the Unit**", together with the proportionate share of the land of the premises and right to use and enjoy the common area, facilities, installations and amenities, from the Developer's Allocation as written in the aforementioned Development Agreement, to any intending purchaser(s) and knowing this the Purchasers herein agreed to purchase the said Unit at a marketable consideration of :

thereafter both the parties herein have
agreed and entered into this Agreement for Sale on

NOW THIS INDENTURE WITNESSETH that the Vendors/
Developers doth hereby acquit and release the Purchasers and

Schedule-"B" flat and car parking space or howsoever otherwise as the said property now are hereto before were situated butted, bounded, called known, numbered, described and distinguished **TOGETHER WITH** all rights, liberties, privileges, easements, lights, appendage, appurtenance, walls, ways, paths, passages, sewerages, drains, water, water sources and the benefit and advantages to ancient and other right whatsoever to the said property or any part thereof now are or hereto before were told, used, occupied or enjoyed or reputed to belong or be appurtenant thereto and also compounds, drains, ways, paths, passages, fences and other rights and liberties whatsoever to the said property belonging or in any way appertaining thereto and the reversion or reversions, remainder or remainders, rents, issues and profits thereof and of every part thereof and all the estate, rights, title, interest, property, claims and demands whatsoever both at law and in equity of the owner and the developers into and up[on] the same or any part thereof.

**TO HAVE AND TO HOLD THE SAID PROPERTY HEREBY
GRANTED** conveyed and transferred or expressed or intende

so to be and every part thereof unto and to the use of the Purchaser absolutely and forever to be held as heritable and transferable immovable property within the meaning or any law for the time being in force subject to the provisions of the West Bengal Apartment Ownership Act, 1972 and its subsequent amendments and all the rules and regulations and agreements lawfully made and entered into pursuant to the provisions of the aforesaid Act and also subject to the payment of all rents, taxes, easement, etc., now chargeable upon the same or which may hereafter become payable in respect thereof to the Govt. of West Bengal, Rajpur Sonarpur Municipality Land owner doth hereby covenant with the Purchaser that notwithstanding any acts deeds or things by the Land Owners made done or executed or knowingly suffered with the contrary the Owners now hath good right and full and absolute power and indefeasible title to transfer the said property hereby sold and conveyed or expressed or intended so to be with the appurtenance up to the Purchaser in manner aforesaid **AND** that the Purchaser, shall and may at all times hereinafter peaceably and quietly possess and enjoy the said property and every part thereof and receive the rents, issues and profits

thereof without any lawful eviction interruption, claim or demand whatsoever from or by '**the Owner**' or any person or persons lawfully or equitably claiming from under or in trust for them free and clear and freely and clearly absolutely acquire exonerated and released or otherwise by and at the cost and expenses '**the owner**' well and sufficiently saved, indemnified and keep indemnified on and from and against all manner or claims, charges, liens, debts, attachments, encumbrances, annuities, debtor, wakf, charges or maintenance and residence whatsoever made or suffering or created by '**the owners**' or their predecessors-in-interest or any person lawfully equitably claiming any estate or interest or any person lawfully or equitably claiming any estate or interest in the said property or any part thereof from under or in trust for them and '**the Owners**' will from time to time and at all times hereinafter at the request and cost of the Purchaser do or execute or cause to be done and executed all such acts, deeds, matters and things whatsoever for furtherance of better and more perfectly assuring the said property and every part and parcel thereof unto and to the use of the Purchasers in any manner aforesaid or shall or may be reasonable required.

AND the Purchasers for us, ourselves, their heirs, executors, administrators and assigns doth hereby covenant with the owner and/or other co-owner of the other unit in the said building.

- A. That the Purchaser shall abide by the Bye-Laws of the Society/Association to be formed and shall bear and pay their proportionate share or part in the common expenses required to be paid as their share of expenses as required by the other commercial owners.
- B. That the Purchasers shall use the said flat for residential purpose only and for no other purpose.
- C. That the Purchasers shall not do any work which would jeopardize the soundness or safety of the property reduce the value thereof or impair any easement nor shall the Purchasers and any material structure or excavate any addition basement or celler without, in every such case the unanimous consent of all the other apartment owners in the building including the Owner being first obtained.

D. That the Purchasers shall be liable to pay the proportionate share of Municipality tax, and other fees and also of the common expenses for the maintenance of the common area and such payment could have been made by the Purchaser to the Developers till the society be not formed by all the flat owners.

AND IT IS HEREBY DECLARED AND AGREED that in case the said deeds and writings hereinbefore covenanted to be produced or any of them, shall at any time hereafter be delivered by the Vendors/Developers to any other person or persons he shall thereupon enter into with and deliver to the person or persons for the time being entitled to the benefit of the covenant for production hereinbefore contained and without expenses to them, a covenant for the production and furnishing copies of the said deeds and writings which shall have been so delivered up similar to the covenant therein before contained then and in such case the said last mentioned covenant shall forthwith be null and void so far as regards, the deeds and writings to which the said substitute covenant shall relate. Be it mentioned that by virtue of the Deed of Transfer of

Apartment the Purchasers have become entitled to the proportionate impartiable share of the land as per attached sketch together with the vertical support of the beams and pillars, easements rights over the common space on the ground floor for egress and ingress of receipt the entrance passage an northern side of the areas isolated demarcated with boundary walls, balcony sewers for exclusive use of residential owners the common areas.

AND that the Purchaser further covenant with the vendor/land owner that he will not at any time demolish any part of the said Apartment and also they will not do any act, deed or thing which might be objected by the vendor/land owner and developer as well as other co-owner and the Purchaser will observe the terms and conditions as laid down in the Schedule-
"D" hereunder.

The Map appended with this deed will be treated as a part and parcel of this Deed.

SCHEDULE-"A" ABOVE REFERRED TO
(Details of the Premises)

ALL THAT piece and parcel of homestead land measuring about 04 Cottahs more or less together with G+III storied building namely "**SWARNATORI**" standing thereon lying and situated Mouza-Laskarpur comprised in C.S./R.S.Dag No.461, L.O.P No.215, J.L. No.57, P.S.-Sonarpur now Narendrapur, A.D.S.R. Garia, in the District -South 24 Parganas within the Rajpur Sonarpur Municipality within the Ward No30 being Holding No.90, Rabindra Nagar (East), which is butted and bounded as follows :-

On the North	:	L.O.P 212
On the South	:	20 feet Rabindranagar Road
On the East	:	Play -Ground
On the West	:	L.O.P 51

SCHEDULE-"B" ABOVE REFERRED TO

(Details of the Unit hereby sold)

ALL THAT piece and parcel of a self contained residential Flat measuring a little more or less **Square Feet** Super Built-up area on the **Floor**, from the side consisting of 2 **(Two) Bed Rooms, 1(One) Drawing cum Dining Room, 1(One) Kitchen, 1(One) Toilet, 1(One) W.C. 1(One) Balcony**

along with **Car Parking Space** being No..... measuring an area about **120 Sq. ft.** on the **Ground Floor**, of the said proposed G+III storied building namely "**SWARNATORI**" along with the common areas and facilities morefully described in the Schedule-"C" hereunder written within the Rajpur Sonarpur Municipality within the Ward No.30, P.S.-Sonarpur now Narendrapur, Kolkata - 700153 as shown and delineated in the plan annexed hereto and thereto and therein borders **RED**, with common areas and facilities.

SCHEDULE-"C" ABOVE REFERRED TO

(Details of the Common area, facilities)

1. Common parts, passages, driveways and main entrances to the premises and the building.
2. Common boundary wall and main gates.
3. Drainage and sewerage and all pipes and other installed for the same (except only those as are installed within the exclusive area of any unit and/or exclusively for its use).
4. Electrical installations and its room and/or motor room (if any) transformer (if any) and electrical wiring and other fittings (excluding only those as are installed within the exclusive area of any unit and/or exclusively for its use).

5. Roof right, Lift, Stair cases, stair case landing and/or mid landings on all floors in the building.
6. Lobbies on all floors of the building.
7. Water pumps, water pump room, water reservoir, water tanks and all common plumbing installation for carriage of water (save only those as are exclusive within and for use of any unit in and/or to and/or in respect of the building).
8. Such other common parts, areas, equipments, installations, fittings, fixtures of the premises and the building as are necessary for passage to and/or user of the units in common by roof is common terrace and the parapet walls of the building, the car parking space as may be demarcated by the developer from time to time if any of the open land of the premises from exclusive use of any unit Owners or occupier.

SCHEDULE "D" AS ABOVE REFERRED TO

1. All costs of maintenance, operation, replacing, repairing white washing painting, decorating, redecorating, rebuilding, reconstruction, light the common portions in

- the building including their Owners walls and lift maintenance (if any).
2. The salary of all persons employed for the common purposes, security, sweepers, plumbers, electricians etc.
 3. All charges and deposit for supplies of common utilities to the Co-Owners in common.
 4. Municipal tax, water tax and other levies in respect of the premises and the building have those separately assessed.
 5. Costs of formation and operation of the Association.
 6. Costs of running maintenance, repair and replacement of transformer (if any) pumps and other common installations including their license fees, taxes and other levies (if any).
 7. Electricity charges for the electrical energy consumed for the operation of the common services.
 8. All litigation expenses incurred for the common purpose and relating to common use and enjoyment of the common portions.
 9. The office expenses incurred for maintaining an office for common purpose.

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

SIGNED, SEALED AND
DELIVERED by the Parties at
KOLKATA in the presence of:

WITNESSES :

1.

SIGNATURE OF THE OWNERS/VENDORS

2.

SIGNATURE OF THE DEVELOPER

Drafted by :-

SIGNATURE OF THE PURCHASERS

Advocate
Alipore Police Court
Kolkata-700027

Computer Print by :

Maa Manasha Xerox
Alipore Police Court
Kolkata-700027

MEMO OF CONSIDERATION

RECEIVED of and from the within named Purchasers the sum
of [REDACTED] in full
and final payment as the following manner:-

Memo
[REDACTED]**WITNESSES :**

- 1.
- 2.

SIGNATURE OF THE DEVELOPER