

C O N V E Y A N C E

THIS CONVEYANCE is made this the day of

Two thousand Nineteen **B E T W E E N** **SMT. INDRANI GHOSH** having
PAN AKCPG2995E wife of Late Malay Kumar Ghosh aged about 80 years, by
faith Hindu by occupation Housewife by Nationality Indian citizen, residing
at P-42, Lake Town, Block 'B', P.O. Lake Town, P.S. Lake Town, Kolkata –

700089 **AND MISS SOMA GHOSH** having PAN AKCPG2997G daughter of Late Malay Kumar Ghosh aged about 49 years, by faith Hindu by occupation House-girl by Nationality Indian citizen, residing at 42, Lake Town, Block 'B', P.O. Lake Town, P.S. Lake Town, Kolkata – 700089 700048 hereinafter for the sake of brevity, jointly and severally called the **JOINT OWNERS** of **the Land** (which expression shall unless otherwise excluded by or repugnant to the context be deemed to mean and include their respective heirs executors, administrators representatives survivors successors and assigns) of the **FIRST PART AND PRIYANTI CONSTRUCTION**, having PAN No. AADFP9411D, a Partnership firm registered under the Indian Partnership Act, 1932 having its office at 161/1, Dakshindari Road, P.O. Sreebhumi, Police Station – Lake Town, Kolkata – 700 048 and having its three Partners (1) **NILKANTHA SAHA** son of Late Gajendra Nath Saha having PAN AKSPS8697K by faith Hindu by occupation Business by nationality Indian citizen, residing at 181/25, Canal Street, P.O. Sreebhumi, P.S. Lake Town, Kolkata – 700048 (2) **SMT. MANGALA SAHA** wife of Sri Nilkantha Saha having PAN AKSPS8696J by faith Hindu by occupation Business by nationality Indian citizen residing at 181/25, Canal Street, P.O. Sreebhumi, P.S. Lake Town, Kolkata – 700048 and (3) **ANINDYA SAHA** son of Sri Nilkantha Saha having PAN AKSPS8695M by faith Hindu by

occupation Business by nationality Indian citizen residing at 181/25, Canal Street, P.O. Sreebhumi, P.S. Lake Town, Kolkata – 700048 in the district of North 24-Parganas hereinafter referred to as **DEVELOPER** (which expression unless otherwise excluded by or repugnant to the context shall be deemed to mean and include its successors-in-office and successors-in-interest partners and assigns) of the **SECOND PART AND** (1) son of by faith Hindu by occupation business having PAN, Aadhaar No. by Nationality Indian citizen, residing at (2) son/wife of by faith Hindu by occupation business having PAN, Aadhaar No. by Nationality Indian citizen, residing at and hereinafter for the sake of brevity called the **JOINT PURCHASERS** (which expression unless otherwise excluded by or repugnant to the context shall be deemed to mean and include respective their legal heirs successors survivors administrators legal representatives and assigns) **OF THE THIRD PART**

W H E R E A S

- A. By an Indenture of sale dated 25th November, 1969 made between the Governor of West Bengal therein referred to Vendor therein and Bhupesh Chandra Ghosh resident of P-42, Block 'B', Lake Town, Kolkata – 700089 therein referred to as the Purchaser for valuable consideration sold transferred granted assured and assigned ALL THAT a piece or parcel of land admeasuring 4 (four) Cottahs 0 (zero) Chittak 2 (two) Square feet more or less lying and situate at P-42, Block 'B', P.O. Lake Town, P.S. Lake Town, Kolkata – 700089 and the said Deed of Sale was registered in the office of the Sub-Registrar Cossipore Dum Dum in Book No. 1, Vol. 110 pages 254 to 258 Being No. 7541 for the year 1969 and the annexed Plan of Deed No. 7541 attached to the page No. 7541 registered in Book No. I, Vol. 110 for the year 1969;
- B. The said Purchaser was seized and possessed of or otherwise well and sufficiently entitled to ALL THAT a piece or parcel of land admeasuring 4 (four) Cottahs 0 (zero) Chittak 2 (two) Square feet land and thereafter he constructed a two-storied Brick-built Building thereon;

- C. The said Purchaser, Bhupesh Chandra Ghosh was a Bachelor;
- D. The said Purchaser Owner of the said land died on 14th April, 1987 intestate leaving behind him survived his two nephews Malay Kumar Ghosh and Gautam Kumar Ghosh as his legal heirs who inherited the said property left by the said Bhupesh Chandra Ghosh;
- E. Malay Kumar Ghosh died on the 14th November, 2012 leaving behind him survived his wife Indrani Ghosh and one spinter daughter Miss Soma Ghosh;
- F. Bhupesh Chandra Ghosh son of Mohini Mohan Ghosh was bachelor who had two nephews, Malay Kumar Ghosh and Gautam Kumar Ghosh both sons of Late Paresh Chandra Ghosh who were his legal heirs and successors to inherit his property in accordance with Hindu Succession Act, 1956;
- G. Malay Kumar Ghosh was married but Gautam Kumar Ghosh was bachelor;
- H. Gautam Ghosh died on the 22nd October, 2010 intestate. As a consequence whereof his elder brother Malay Kumar Ghosh was his legal heir who inherited his undivided one-half share of immoveable

property at P-42, Lake Town, Block 'B', P.O. Lake Town, P.S. Lake Town, Kolkata – 700089;

- I. Thus the JOINT OWNERS herein are seized and possessed of OR OTHERWISE well and sufficiently entitled TO ALL THAT the undivided one equal half shares in the said property as detailed hereinabove;
- J. The Developer/Vendor herein caused to have demolished the said two storied Building and drew up a site Plan which was approved and thereafter Building Plan No. 337 dated 16.08.2016 was approved and/or sanctioned by the South Dum Dum Municipality for construction of one 6-storied (Ground plus five) Building thereon and in terms thereof the Developer/Vendor herein commenced such construction of the 6-storied Building (G + five), it is in progress;
- K. AND WHEREAS the Vendor in addition to the above has also represented and declared to the Purchaser as follows :
- a) That the Vendor is the sole and absolute owner in respect of the said flat/property more fully and particularly described in the SECOND SCHEDULE hereunder written and the Vendor is

in actual physical vacant khas possession of the said flat/property and no other person has any right, title, interest, claim, demand whatsoever and howsoever over and in respect of the said flat/property or any part thereof.

- b) That the said flat/property is free from all encumbrances, charges, liens, lispendenses, attachments, trusts whatsoever and howsoever and there is no defect in the title of the Vendor and the Vendor have a good, clear and marketable title in respect of the said flat/property.
- c) That there is no legal impediment or bar on the part of the Vendor to sell, assign or transfer the said flat/property or any part thereof.
- d) That the said flat/property is not subject to any acquisition or requisition proceeding and the Vendor have no knowledge of and has not received any notice to that effect from any authority or authorities.
- e) That no case is pending for realization of any taxes from the Vendor.

- f) That no suit or proceeding is pending in any Court regarding the title of the said flat/property or any part thereof or of any other nature whatsoever.
- g) That the Vendor have not entered into any agreement for sale, transfer, let out the said flat/property or any part thereof with any other person or persons whatsoever and/or any other agreement whatsoever in respect of the said flat/property or any part thereof.

L. The Purchasers herein having come to know of such factuality and also having known of the Developer/Vendors herein in good faith approached and offered the Developer/Vendors herein for purchase of one residential Flat No. in the floor of the Building admeasuring Super Built-up area of sqr. ft. (..... square feet) more or less together with undivided proportionate share in land attributable to the said area of Flat at or for a price or consideration of Rs...../- (Rupees) only (hereinafter referred to as the said property) the Developer/ Vendors have accepted such offer and agreed to sell the said property to the joint Purchasers;

M. Out of the said consideration money of Rs..... (Rupees) only the Purchasers have paid a sum of Rs...../- (Rupees) only as and by way of earnest money or Booking money out of which GST @ (Goods and Services Tax) Central Goods & Services Tax @ 4% and State GST @ is paid by the Purchasers to Developer/Vendors for onward deposit to the concerned Department and the Balance consideration money of Rs...../- (Rupees) only subject to deduction of GST which shall be paid by installments in terms of clause (2) written hereinafter unto the Developer/Vendor from which the GST is to be paid to the Developer/Vendors at statutory rate which shall be deposited by the Developer/Vendors as per Law by virtue to the GST Department as and when it shall become due and payable and Purchasers shall comply with the following terms and conditions as appearing hereunder -

D. The Joint Vendors herein declared for sale of the said flat with proportionate undivided land at or for a price or consideration of

Rs..... (Rupees) only and having come to know of such declaration the Joint Purchasers made an offer to the Joint Vendors for purchase of the said Flat with proportionate undivided share in land and the Joint Vendors herein having accepted such offer agreed to sell the said Flat at the said price as was asked for on the terms and conditions as appearing hereunder -

NOW THIS INDENTURE WITNESSETH that in pursuance of the Agreement hereinbefore contained and in consideration of the said sum of Rs...../- (Rupees) only where the Purchasers have paid to the Vendors towards the said Flat in good legal tender money before the execution and Registration of this Indenture the Purchasers paid a sum of Rs...../- (Rupees) only by Cheque No. dated drawn on Bank of, Branch, Kolkata and the balance Rs...../- (Rupees) only to be paid at the time of or before registration of these presents (the receipt thereof the Vendors shall admit and acknowledge and of and from the same and every part thereof shall acquit, release and discharge the Purchasers as also the Scheduled Flat and the undivided proportionate share in land) the Joint Vendors herein shall grant transfer sell convey assign and assure ALL THAT one Flat mentioned and described in the Schedules "B" written hereunder and the proportionate undivided impartible and indivisible share

in land as described and mentioned in the Schedule "A" written hereto and hereunder and for the sake of brevity called "the said Property" TO HAVE AND TO HOLD the same absolutely and forever ALL THAT one brick built super built-up area of Flat No. in the floor measuring sqr. ft. (..... square feet) more or less together with undivided impartible indivisible share in land as fully described in the schedule 'A' written hereunder together with more or less undivided impartible indivisible share in Land as fully described in the Schedule 'A' written hereunder of the Building (hereinafter called the said property) named **DISHITAA APARTMENT** known and numbered and called marked and delineated and shown within Red borders in the map or plan annexed hereto and made part hereof and the common utility service of common portion as shown in Schedule "C" to this Indenture save and except the conditions required to be complied with by each and every Flat owner including the Purchasers in the Multi-storied Ownership Building which are written hereunder OR HOWSOEVER OTHERWISE the said property now are or heretobefore was or were situate butted and bounded called known numbered described or distinguished TOGETHER WITH all benefits advantages of ancient and other light ways paths water courses sewers drains and ALL THAT are on it and all manners of rights privileges liberties easements advantages or expendages whatsoever to the aforesaid property or to any part thereof belonging to or within the same or any part hereof now is or are heretofore was or were held used occupied or enjoyed AND ALL the estate right title interest property claim or demand of both the

Vendors both at law and in equity to and upon the aforesaid property AND ALL deeds pattas monuments writings and evidence of title whatsoever anywise relating to the said property or to any part thereof which now or any time thereafter may be in the possession power and control of both the Vendors or any part thereof from whom the Vendors may procure the same without action or suit TO HAVE AND TO HOLD the said property being one Flat measuring sqr. ft. (..... square feet) more or less being super built-up area hereby sold or granted or expressed or intended to be with its rights members and appurtenances unto and to the use of the Purchasers absolutely and forever and both the Vendors doth covenant with the Purchasers that notwithstanding any act deed or thing by the Vendors made done executed or knowingly suffered to the contrary, the Purchasers now in themselves good rights and full and absolute power and indefeasible title in the aforesaid one Flat hereby granted conveyed or expressed or intended to be unto the Purchasers in the manner aforesaid AND THAT the Purchasers may and shall at all times hereafter peaceably and quietly possesses and enjoys the said one Flat and every part thereof and receive rents incomes issues and profits thereof without any lawful eviction interruption claim or demand whatsoever from and by any of the Vendors or any person whomsoever from and by the vendors or any person lawfully or equitably claiming under or in trust for them and that absolutely and free from all encumbrances whatsoever made or suffered by the Vendors or any person lawfully or equitably claiming under them AND FURTHER THAT both the Vendors and any person lawfully

or equitably claiming any estate or interest in the aforesaid property shall and will from time to time and at all times at the request and cost of the Purchasers do and execute and cause to be done and executed all such acts deeds and things whatsoever for further and more perfectly assuring the aforesaid one Flat and every part thereof unto and to the use of the Purchasers in the manner aforesaid as shall or may be reasonably required and the Vendors doth hereby covenant with the Purchasers that they have not done anything whereby the said Flat and land have been encumbered in any way or by reasons whereof the Vendors are prevented from making this transfer or sale of the aforesaid Flat and undivided proportionate share in land in the manner aforesaid.

The following terms and conditions are to be followed by the Purchasers for enjoyment of the Flat and undivided proportionate share in land in the 5-storied (G+4) Building on the Ownership basis –

1. The Purchasers shall pay Rs.1.50 p. per sqr. foot per month to the Building Owners' Association of the premises for maintenance and costs charges and expenses for service charges per month.
2. Purchasers further agree and bind themselves to bear and pay to the said Association as follows:

- a. The Purchasers shall pay both owner's and occupier's share of Municipal rates and taxes as is now imposed or hereinafter to be imposed in respect of the said property provided that if any amount of tax is separately determined in respect of the said portion it shall be paid by the Purchasers. Further it is agreed by the Purchasers that all Municipal Taxes will be paid by the Purchasers irrespective of the assessment made either in the name of the vendors or in the name of the Purchasers ;

- b. Share or portion of the total expenses for :-
 - i. maintenance of common passages pumps common electric fittings fixtures drainage and outside sewerage system entrance gates underground water reservoir and overhead water tanks,

 - ii. Salary and/or wages for one Durwan and one sweeper for the purposes of maintenance as above but not for any personal work of any of the owners and occupiers of the Building,

 - iii. Electric charges and charges for maintenance of Lift water charges and other costs expenses and outgoings incurred from time to time for and in respect of the common areas of the said building.

iv. Any other taxes or statutory impositions.

3(a) The Purchasers further bind themselves to pay to the Building Owners' Association for and on account of its proportionate part or share of the Municipal Rates and taxes until otherwise assessed or determined by the South Dum Dum Municipality or other Municipal Authorities or any other Authorities. In the event such money is not paid Vendors shall not be held liable and responsible for any consequences for non-payment.

b) The payments to be made under Clauses above shall be made by the Purchasers to the said Association on or before the 1st day of each and every month in advance, the first of such payment is to commence from the date of delivery of possession.

4 In case the said monthly sum as mentioned above is found insufficient for meeting the outgoings mentioned above, the said Association shall have the right to enhance the said monthly sum to the extent as may be reasonably necessary to cover the deficiency and in that event the Purchasers further agree and bind themselves to bear and pay regularly as stated above in advance on or before the

1st day of each and every month such additional sum or sums and every respective sums aforesaid without any objection whatsoever.

5. That the Purchasers shall maintain their Flat in the same condition state and order in which it is delivered to them at their own costs and shall abide by all Bye Laws, Rules and Regulations of the Government, Municipality or Corporation the CESC Limited or any other authority and attend answer and be responsible for all notices, violation of any conditions or Rules and Bye-Laws will be governed by the respective laws and shall observe and perform all the terms and conditions contained in these presents.

6. That Purchasers shall use the said Flat for the residential purpose and further bind themselves not to use the same in any manner causing obstruction, annoyance nuisance or inconvenience to the occupants of the other flats and/or room. The Purchasers shall not also keep any inflammable or objectionable or combustible or liquor materials in the said Flat under any circumstances. The Purchasers shall not change the nature and character of the Flat by making any brick-built construction therein nor making any brick built partition wall in the Flat under any circumstances. The Purchasers shall keep Fire extinguishers in the Flat to resist the Fire and to protect the Flat. The Vendors shall not be responsible in the event of any fire is caught therein.

7. That the Roof of the Building shall remain common for all inhabitants under the supervision of Owners' Association of the said Building to which none can raise objection of any kind whatsoever rather all the occupants will abide by the decisions of the said Association.
8. That the Purchasers covenant to keep their Flat walls and partition walls sewers drains pipes and other fittings and fixtures and appurtenances thereto belonging in good condition and in good tenable repair and condition and in particular so as to support shelter and protect the part of the Building other than their Flat.
9. That the Purchasers shall make convenient to any member of said Association and the said Vendors and their surveyors and Agents with workmen and others at all reasonable time to enter into upon the said Flat for the purpose of maintaining cleaning lighting and keeping in order and good condition and services drains pipes cables water courses gutters wires or other convenience belonging to or used for the said building and also for the purpose of pulling down maintaining of drainage and water pipes and electric wires and for similar or any other purposes.
10. That the Purchasers shall not at any time demolish or damage or cause to be demolished or damaged the Flat or any part thereof nor

caused to be made addition or alteration of whatsoever nature to the said Flat or any part thereof which may cause damages to the Building and its foundation and column.

11. That the Purchasers shall take part in the Association for the purpose aforesaid.
12. The Purchasers shall not throw or accumulate any dirt, rubbish, garbage or other refuses of the said Flat nor permit the same to be thrown or allowed the same to be accumulated in the compound or any portion thereof.
13. The Purchasers covenant with the Vendors and the Building Owners' Association that in no case they will use the Flat for any eating house, hotel or restaurant or fish or Meat shop or temple or wine or hard liquor shop or Grocery shop and violation or contravention of these terms, conditions and covenants shall be legally dealt with by the Vendors or other unit holders of the Building. The Purchasers however shall use the said Flat for residential purpose and for keeping their own car. This clause 16 shall be inserted by the Purchasers in all the Agreements or Deed of Conveyances in case of transfer of the said Flat to any third party by the Purchasers after the purchase is completed but not before.

14. In the event, the said building being substantially damaged necessitating reconstruction or material addition, alteration renovations and replacements, the Purchasers with other owners of the building shall be entitled to reconstruct or repair or renovate or replace or make additions and alterations in proportion to the area of the building and in proportion to the undivided interest in the land of the said property.

THE SCHEDULE 'A' OF THE PROPERTY REFERRED TO ABOVE

ALL THAT piece and parcel of land admeasuring an area of 4 (four) Cottahs 0 (zero) Chittak 2 (two) Square feet more or less at Patipukur Township of the Government of West Bengal being Plot No. 42, Block 'B', Lake Town, P.S. Lake Town, Kolkata – 700089 butted and bounded in the manner following –

ON THE NORTH : By 40' wide Road;
 ON THE SOUTH : By Plot No. 71;
 ON THE EAST : By Plot No. 43;
 ON THE WEST ; By Plot No. 41;

THE SCHEDULE "B" ABOVE REFERRED TO

(FLAT NO. in the Floor)

ALL THAT ONE residential Flat No. in the Floor of the Building as shown and delineated and marked by Red Border in the annexed

map or sketch consisting of Bed rooms balcony drawing-cum-dinning room kitchen toilets having commode system being super built up area more or less sqr. ft. (..... square feet) in the Flat more or less along with common ultimate roof right be it a little more or less together with undivided proportionate share in land of the proposed building at P-42, Lake Town, Block 'B', P.S. Lake Town, Kolkata – 700048 Municipal Ward No. 30 and Municipal Holding No. 70 under South Dum Dum Municipality butted and bounded as follows:

ON THE NORTH : By Flat No. DA/5;;
 ON THE SOUTH : By passage of the Building on the Ground floor;
 ON THE EAST : By passage of the Building on the Ground floor;
 ON THE WEST : By passage of the Building on the Ground floor;

SCHEDULE 'C' COMMON UTILITIES/SERVICES &

COMMON PORTIONS AND SERVICE AREA

1. Roof.
2. Common lobby common passage on the ground floor excluding the residential portions.
3. Deep tube well and its spares and accessories and equipments.
4. Two water pumps, underground water Reservoir, overhead brick-built water tanks.

5. Drains, sewerages and all fittings and fixtures of sanitary adjoining the sewerages.
6. Electrical Meters below stair landing and outside the stairs, between entrance gate and stairs in the ground floor.
7. Pump Room together with Durwan's Room and Bath-room on underground Reservoir.
8. One 100 capacity pump and one 200 capacity pump with Motor capacity 2 H.P. for 220 volts and one 2 H.P. capacity Motor 220 volts.
9. Sanitary pipe Lines.
10. 63 AMP Main Switch for 440 volts as required.
11. Intercom Telephone connection with equipment.
12. Main Gates and Boundary Walls.
13. Electrical Equipments and Electrical Wirings in the common places.
14. Open Spaces.
15. Roof to be used by Flat Owners equally in common.
16. Lift (with all accessories) from Ground to Top floor.

OR HOWSOEVER OTHERWISE the same premises is or are was or were known numbered called marked distinguished butted or bounded.

IN FAITH AND TESTIMONY WHEREOF the Owners/Vendors of the Land and the Developer/Vendors Flat/Units and Purchasers set their respective seals and subscribed their respective hands hereunto on the day month and year first above written.

SIGNED SEALED AND DELIVERED

AT KOLKATA in the presence of

1.

(NIL KANTHA SAHA)

By the pen of the Constituted Attorney of Smt. Indrani Ghosh and Miss Soma Ghosh

2.

OWNERS/VENDORS OF LAND

3.

FOR PRIYANTI CONSTRUCTION

DEVELOPERS

PURCHASERS

Drafted by –

(Debashis Saha)

Advocate

High Court, Calcutta

6, Old Post Office Street,

1st Floor, Room No. 59, Kolkata – 700001

Enrolment No. WB

dated

Typed by –

RECEIVED of and from the withinnamed Purchasers the sum of Rs...../- (Rupees) only being of the full price of the super built up area of Flat No. in the floor of the Plot No. P-42, Lake Town "B" Block, P.S. Lake Town, Kolkata – 700089 as detailed in this Conveyance in the manner following :-

MEMO OF CONSIDERATION

<u>DATE</u>	<u>CHEQUE</u>	<u>BANK & BRANCH</u>	<u>AMOUNT</u>
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Total :	----- Rs. =====
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(Rupees) only

WITNESSES:

1.

2.

JOINT VENDORS

DATED THIS DAY OF 2019

BETWEEN

- 1) **SMT. INDRANI GHOSH and**
- 2) **MISS SOMA GHOSH**

... ***OWNERS of the land and Vendors of land***

A N D

PRIYANTI CONSTRUCTION

... **DEVELOPER/VRNDORS**

A N D

-
-
-

..... **PURCHASERS**

DEED OF CONVEYANCE

In respect of Flat No in the floor at premises No. P - 42, Lake Town, Block 'B', P.O. Lake Town, P.S. Lake Town, Kolkata – 700089 is under Construction by PRIYANTI CONSTRUCTION OF 161/1, Dakshindari Road, Kolkata – 700048.

MR. DEBASHIS SAHA,

Advocate

High Court, Calcutta
6, Old Post Office Street,
1ST Floor, Room No.59,
Calcutta – 700 001.