

DEED OF CONVEYANCE

THIS DEED OF CONVEYANCE is made on this the day of
....., Two Thousand and Twenty Three, **2024, A.D.**

BETWEEN

AND

M/S AKSHARA CONSTRUCTION a Proprietorship Firm having its office at 30, Kalitala Link Road, Mandir Para, P.O. Haltu, P.S. Garfa, Kolkata 700 078, represented by its Sole Proprietor namely SRI SUBHASISH DAS, (PAN-AFQPD6374K), (Aadhar No.9451 9802 6464), son of Sri Mantulal Das, by Occupation: Business, by faith: Hindu, by Nationality: Indian, residing at 30, Kalitala Link Road, Mandir Para, P.O. Haltu, P.S. Garfa, Kolkata 700 078 hereinafter called and referred to as the "**OWNER/DEVELOPER**" (which expression shall mean and include her respective legal heirs, executors, successors, administrators, legal representatives and assigns) of the FIRST PART

AND

..... a company incorporated under the Indian Companies Act, 1956 having its registered address at, under Police Station -, Kolkata - represented by its one of the directors namely son of late Syed by faith by occupation --..... resident of under P.S. -, Kolkata - for the purpose of execution of this deed, hereinafter referred to as the **PURCHASER** (which expression unless repugnant to the context shall mean to include the legal transferees, legal representatives, successors in office etc.) of the SECOND PART

WHEREAS:

1. WHEREAS:

WHEREAS as per the final Order/Decree of a Partition Suit vide Order No. 546 on 4th day of June 1971, arising out of Partition Suit No. 16 of 1941 of the Learned 3rd Sub-Judge Alipore one Jugal Chandra Mondal, since deceased of Bawali, P.S. Budge Budge, District-South 24 Parganas as the Defendant Party of the 5th Part of the said Partition Suit acquired the right title and interest of a big plot of land situated at Mouza - Nayabad, J.L.No.25 measuring land area of 20 Bighas marked as "Dha" in Partition plan comprising in C.S. Dag No. 102, under CS. Khatian No. 5 and 6 and land area measuring 9 (Nine) Bighas marked as "Dhha" in Partition plan in C.S. Dag No. 31, ie totalling land area of 29 (Twenty nine) Bighas corresponding to R.S. Dag No. 195 and other Dags under R.S. Khatian No.127 and 128, presently P.S. Panchasayar, formerly PS. Purba Jadavpur, District South 24 Parganas.

AND WHEREAS in life time said Jugal Chandra Mondal. since deceased entered into one Agreement for Sale dated 28.04.1969, with one Sri Kanti Ranjan Chakraborty, son of Late Nalini Mohan Chakraborty, residing at 23, Shibaji Road, West Rajapur, P.S. Jadavpur, Kolkata 700 032, to sell his demarcated plot of land obtained from the said Partition Suit.

AND WHEREAS said Jugal Chandra Mondal, did not maintain the terms and condition of the said Agreement for sale and he died intestate on 06.08.1971, leaving behind his only legal heirs and successors ie his son's wife namely Smt. Gouri Rani Mondal and one grand daughter namely Smt. Kusumika Das, who jointly inherited the said land and property as per Hindu Succession Act, 1956.

AND WHEREAS said Sri Kanti Ranjan Chakraborty, filed a Suit under Specific Performance of Contract Act, in the Learned 3 Sub-Judge Alipore vide Title Suit No. 186 for the year 1985 and to acquire the land in accordance with law and the said Learned Court passed the order and decree on 10.08.1994 in favour of said Sri Kanti Ranjan Chakraborty and thereafter said Sri Kanti Ranjan Chakraborty, instituted an Acquisition Suit vide No.1 in the year 1985 before the Learned 3rd Additional District Judge, Alipore and said Learned Court passed the order and issued a Memo No.31 dated 14.03.1996 by directing the District Registrar/Sub-registrar. District-South 24 Parganas for the registration of Kobala Deed in respect

of the said property as mentioned in the said Memo No.31 in favour of said Kanti Ranjan Chakraborty

AND WHEREAS thereafter said Sri Kanti Ranjan Chakraborty, registered the said property on 15.03.1996. registered at D.S.R. III, Alipore, South 24 Parganas and recorded into Book No. 1, Volume No.20, at Pages 496 to 503, Deed No. 1079 for the year 1996 as per the instruction of the Learned Court

AND WHEREAS thereafter said Sri Kanti Ranjan Chakraborty, divided and/or developed the said land and property and fragmented the total land into several plots of land by showing the road therein and thereafter he declared to sell the plot/plots of land to the intending purchaser/purchasers for a valuable consideration as decided him.

AND WHEREAS being need of money said Sri Kanti Ranjan Chakraborty, sold, conveyed, transferred, assigned and granted the concerned Plot of land measuring an area of 02 (Two) Cottahs 06 (Six) Chittacks 40 (Forty) Sq.ft. togetherwith all easement rights thereto being Scheme Plot No.35, Block B' situated in Mouza Nayabad, J.L. No. 25, R.S. No 3, Touzi No. 56, comprising in R.S. Dag No.195, under R.S. Khatian No.127, out of R.S. Khatian No. 127 and 128, within the jurisdiction of present K.M.C. Ward No 109, by virtue of a registered Deed of Sale dated 11.02.2002. registered in the office of District Sub-Registrar III, Alipore, South 24 Parganas and recorded into Book No. 1, Volume No.4, at Pages 2632 to 2651, Deed No.718 for the year 2003 in favour of Sri Arun Kumar Chakraborty, son of Late Binay Bhusan Chakraborty, of Parui Govt. Housing Estate, Block-M, Flat No.3, P.S. Behala, Kolkata 700061 and the said Deed was confirmed by the Confirming Party namely Messrs K.B. Warehousing Corporation, represented by Javed Wahamed Khan, son of Late Karim Bask Khan, residing at 2, G.J Khan Road, P.S. Tiljala, Kolkata 700 039 and (1)Sri Chandan Kumar Mondal, son of Sri Jahar Lal Mondal. residing at 52, Dhapa Road, P.S. Tiljala, Kolkata 700 039 and (2) Sri Tapan Kumar Bhowmick, son of Late Balai Lal Bhowmick. residing at 53/2, Debendra Chandra De Road, Natun Basti. PS Tangra, Kolkata - 700 015.

AND WHEREAS being need of money said Sri Arun Kumar Chakraborty, sold, conveyed, transferred, assigned and granted the said purchased Plot of land measuring an area of 02 (Two) Cottahs 06 (Six) Chittacks 40 (Forty) Sq.ft.

togetherwith all easement rights thereto being Scheme Plot No 35, Block B' situated in Mouza Nayabad, J.L. No. 25, R.S. No. 3, Touzi No. 56, comprising in R.S. Dag No.195, under R.S. Khatian No.127, out of R.S. Khatian No.127 and 128, within the jurisdiction of present K.M.C. Ward No. 109, by virtue of a registered Deed of Sale dated 25.05.2004 registered in the office of District Sub-Registrar-III, Alipore, South 24 Parganas and recorded into Book No.1, Volume No.6, at Pages 152 to 172, Deed No. 2554 for the year 2004 in favour of Sri Sanjib Biswas, the present Land Owner herein.

AND WHEREAS after purchase the OWNER/VENDOR herein recorded his name in the record of the Ld. B.L. & L.R.O., Kasba vide Mutation Reference No. 129/2007 and Memo No. 18/762/BLLRO/ Mut/A.T.M./KASBA dated 17.05.2007 in connection with his entire purchased land measuring an area of 02 (Two) Cottahs 06 (Six) Chittacks 40 (Forty) Sq.ft. and comprising in R.S. Dag No.195, under R.S. Khatian No.127, of Mouza Nayabad, J.L. No. 25 and thereafter the VENDOR herein also recorded his name in the record of The Kolkata Municipal Corporation known as K.M.C. Premises No.3931 Nayabad, within Ward No.109, Assessee No.31-109-08-3516-0, P.S. Panchasayar, Kolkata 700 099 and has been paying the taxes in favour of The Kolkata Municipal Corporation in respect of the said land property

AND WHEREAS in the said Mouza L.R Operation is now being done from the end of the Govt. side and the concerned R.S Dag No. 195 is also known as L.R. Dag No. 195 and the present land name was recorded and published in the L.R. Record of Right vide L.R. Khatian No. 1299.

AND WHEREAS the land owner herein converted his land Shali to Bastu vide Conversion Case from No.CN/2022/1630/3727 (Memo No. 17/4052/bllro/kol/22 dated 19.9.2022).

AND WHEREAS the OWNER/VENDOR herein is the absolute recorded owner of a plot of land measuring an area of 02 (Two) Cottahs 06 (Six) Chittacks 40 (Forty) Sq.ft. togetherwith one tile shed measuring an area of 100 (One Hundred) Sq.ft. situated in Mouza Nayabad, J.L. No. 25, R.S. No. 3, Touzi No. 56, being Scheme Plot No.35, Block B comprising in R.S. Dag No.195, under R.S. Khatian No.127, corresponding to L.R. Dag No.195, under L.R. Khatian No.1299, known as K.M.C. Premises No.3931, Nayabad, within Ward No.109, P.S. Panchasayar. Kolkata-700

099, and the property of OWNER/VENDOR has been properly described in the SCHEDULE below.

AND WHEREAS the VENDOR intend to sell the said plot of land measuring net land area of 02 (Two) Cottahs 06 (Six) Chittacks 40 (Forty) Sq.ft. togetherwith one tile shed measuring an area of 100 (One Hundred) Sq.ft. situated in Mouza Nayabad, J.L. No. 25, R.S. No. 3, Touzi No. 56, being Scheme Plot No.35, Block B comprising in R.S. Dag No.195, under R.S. Khatian No.127, corresponding to L.R. Dag No.195, under L.R. Khatian No.1299, known as K.M.C. Premises No.3931, Nayabad, within. Ward No.109, P.S. Panchasayar, Kolkata 700 099 as morefully mentioned in the SCHEDULE below The PURCHASER herein also agree to purchase the same at or for the consideration price declared by the VENDOR and the PURCHASER has agreed and also paid to the VENDOR entire consideration sum of Rs.31,75,000/- (Rupees Thirty one lac and seventy five thousand) only shown in the memo of consideration below against ALL THAT piece and parcel of land measuring net land area of 02 (Two) Cottahs 06 (Six) Chittacks 40 (Forty) Sq.ft. more or less togetherwith one tile shed standing thereon situated within the K.M.C. Premises No.3931, Nayabad, Ward No. 109, P.S. Panchasayar, Kolkata - 700 099 as morefully mentioned and described in the SCHEDULE hereunder written and delineated and shown in the annexed Plan/ Map by RED borderline which is the part and parcel of this Deed of Conveyance.

NOW THIS INDENTURE WITNESSETH that in pursuance of the consideration of the said total sum of Rs./- (Rupees) only, the true and lawful money of the Union of India paid by the Purchasers to the Owner, for proportionate share of land and cost of construction of the said building, on or before the execution of these present and of and from the payment of the same both hereby acquit, release and forever discharge to the Purchasers of self-contained residential Flat in complete and finished condition. The Vendors/Developer both hereby grant, transfer, convey, sell, assigns and assure to and unto and in favour of the Purchasers, free from all sorts of encumbrances **ALL THAT** the finished self contained Flat, measuring a bit more or less (.....) sq.ft. super built up area together with half the depth in the floor and the roof of the said unit measuring (.....) sq.ft. more or less including together with common right to use lift and stair up to roof and all ways, paths, passages and common enjoyment of the roof of the building at the absolute exclusion of any right and authority both of the

Owners/Vendors/Developer to construct any further floor or floors on the present roof, drains, water courses, water reservoir on the ground floors, electric motor pump, meter room, overhead water tanks on the roof of the said building and all water pipe lines connected with the said building from the water reservoir and tanks and sewer line and other pipe lines etc. together with undivided proportionate share of right, title and interest on land and other right, liberties, easements, appendages, appurtenances and estate right, title, interest, property, claim whatsoever of the Vendors and the Developer/Attorney in the said Flat and a , free from all sorts of encumbrances to hold the same absolutely and forever situate, lying at, more fully and particularly mentioned and described in the **SECOND SCHEDULE** hereunder written and delineated in the **PLAN** or **MAP** annexed hereto, bordered in **RED verges**, hereinafter referred to as the “said Flat and a ” **AND** all the estate, right, title, interest, inheritance use, trust, possession, property, claim and demand whatsoever both at law and in equity of the Vendors and the Developer in and upon the said Flat to be used by the Purchasers for their residential purposes, hereby granted sold, transferred, conveyed, assigned and or intended so to be and also to the production of and or inspection for all lawful purposes upon payment of all costs and expenses there upon, reasonable notice of all deeds, paths, muniments, writings and evidence of title whatsoever relating to or concerning the said Flat, at any time heretofore were or was or hereafter shall or may be in the custody, possession or power of the Vendors and the Developer **TO HAVE AND TO HOLD** the said Flat and the said hereby granted, sold, transferred, conveyed, assigned and assured or expressed or intended so to be unto and to the use of absolutely and forever for a perfect and indefeasible estate or inheritance in fee simple in possession without any manner of condition use, trust or other thing whatsoever to alter defect, encumber or make void the said, and the Vendors and Developer/Attorney doth hereby covenant with the Purchasers that notwithstanding any acts, deeds, matter, assurances or thing whatsoever made, done, executed, occasioned or suffered to the contrary, Vendors/Developer are now lawfully rightfully and absolutely seized and possessed of or otherwise well and sufficiently entitled to **ALL THAT** the said Flat and the said here by granted, sold, transferred, conveyed, assigned and assured or expressed or intended so to be unto and to the use of the Purchasers for a perfect in indefeasible estate or inheritance in fee simple in possession without any manner of hindrance lawful eviction, interruption claim or demand whatsoever from or by the Vendors /Developer any person or persons lawfully or equitably claiming or to claim from, under or in trust

for the Vendors and the right and privileges as to the restriction hereunder and that free and clear and freely and clearly and absolutely acquitted, exonerated or discharges or otherwise by the Vendors well and sufficiently saved, defended, keep harmless and indemnified of and from and against all the manner of former or other estate, encumbrances, claim, demands, charges, liens, lispence, debts and attachments, whatsoever had made done executed, occasioned or suffered by the Vendors and the Attorney or any person or to claim from, under or in trust for the Vendors and Developer/Attorney and that free and clear and freely and clearly and absolutely acquitted, executed, discharged or otherwise by the Vendors or the Developer/Attorney well and sufficiently saved defended kept harmless and indemnified of other estate, right, title, lease, mortgage, charges, trusts, wakf, debtor, attachments, executions, lispences, claim, demand and encumbrances, whatsoever made done occasional or equitably claiming or to claim by from through under or in trust for the Vendors and **FURTHER THAT** the Vendors and all persons having or lawfully claiming and estate, right, title, interest whatsoever in the said Flat and the said hereby granted, sold, transferred, conveyed, assigned and assured or any part thereof from under or in trust for the Vendors shall and will from time to time and at all times hereafter at their request and cost of the Purchasers do and execute all such deeds, acts, matters, assurances and things whatsoever for further better or more perfectly and effectually granting, transferring, conveying, assigning and assuring the said Flat and the said hereby granted, sold, transferred, conveyed, assigned, assuring the said Flat and the said hereby granted, sold transferred, conveyed, assigned and assured and every part thereof unto and to the use of the Purchasers in the manner aforesaid shall or may be reasonably required and that the Purchasers hereby covenant with the Vendors/Developer that the Purchasers will and shall maintain the Flat properly and shall keep the same in good condition so that it may not cause any danger and/or prejudicially effect the other floors and flat **AND** the Vendors/Developer have now in themselves good rightful power and absolute authority to grant, sale, transfer, convey, assign and assure by these presents the said Flat and the said hereby granted, sold, conveyed, transferred, assigned and assured or expressed or intended so to be unto and to the use of the Purchasers in the manner aforesaid and that the Purchasers shall and may from time to time and all times hereafter peaceably and quietly hold, use, possess and enjoy the said Flat and the said hereby granted, sold, transferred, conveyed, assigned and assured or expressed or intended so to be unto and to the use of the Purchasers in the manner aforesaid

and to receive the rents, issues and profits thereof without any lawful eviction, interruption, claim or demand whatsoever from or by the Vendors and Attorney or other Co-Owners of the said Building and that they will pay their share or rates and taxes proportionately, relating to the said building until separation and mutation is effected in respect of the said Flat and the said and the separate assessment is made thereby and shall always pay the rates of maintenance charges for the expenditures of the common parts of the Building as will be reasonably assessed by the building committee and/or Owners' Association and that they will and shall not incur, cut, damages any of the main walls, roofs, common stair case, common passage and or common sewers so as to cause damages to the said Ground Plus Three Storied Building with Lift facility and or the said premises and further that the Purchasers shall and will bear jointly with the other Flat/Space Owner or Co-Sharers as the case may be, the costs for maintenances of the common stair case, common passage, and or common sewers and further that Purchasers shall and will bear jointly with the other Flat Owners or Co-Sharers as the case may be, the costs for maintenances of the common stair case, common passage and common sewers and common parts of the building as mentioned earlier **AND THAT** the Vendors /Developer and the Purchasers hereby had agreed with each other that the Purchasers shall be entitled to enjoy and install electric meter on one of their own name for the aforesaid Flat in the meter room at their own costs and also telephone and cable connection separately in the said Flat and that the water supply shall be from the over head water reservoir of the roof and the water will be lifted from the Ground Floor water tank connected with water, of the said building and the Purchasers shall share the pro-rata costs or electricity charges and or generators costs if installed, with other co-owners of the other Flats and or tenants of the said building and that the stair case/lift leading to the said flat from the Ground Floor up to roof and the passage for ingress and egress from the road to the building and to the stair case/lift shall be used by the Purchasers and or their men, agents, servants etc. commonly with the other co-owners and or tenants of the said building and that the Developer/Attorney shall render all possible help and co-operation to the Purchasers for the purpose of mutation of the Purchasers' name jointly in the Assessment Record of the Kolkata Municipal Corporation concerning the said Flat and the said of the Purchasers in proportion of the said Flat and the said hereby sold and conveyed towards the payment of Municipal Taxes and other outgoings payable in respect of the said premises directly to the authorities concerned and the said rates and taxes etc. and the

Purchasers shall also be entitled to sell, lease, mortgage, gift or otherwise alienate the said Flat and the said hereby sold and conveyed towards the payment of Municipal Taxes and other outgoing payable in respect of the said premises directly to the authorities concerned and that the said rates and taxes etc. and the Purchasers shall also entitled to sell, lease, mortgage, gift or otherwise alienate the said Flat and the said hereby sold and conveyed, subject to the terms herein contained to any person or persons without the consent of the Vendors/Developer/Attorney or any other Co-Owners who may have acquired before and whom may hereafter acquire any right title and interest acquired by the Purchaser or Purchasers under the terms these presents and that the Purchasers' undivided interest in the soil as more fully described in the **FIRST SCHEDULE** hereunder written shall remain common for all times to come that is to say that the Purchasers shall become Co-Owners and Co-Sharers for all times to come in respect of the soil and or ground of the said building proportionately with the other co-owners who may hereafter or heretofore have acquire right title and interest in the soil of the said premises. The Purchasers shall abide by the rules and regulations of the committee of the building.

THE FIRST SCHEDULE ABOVE REFERRED TO

THE FIRST SCHEDULE ABOVE REFERRED TO (The Total Land)

ALL THAT piece and parcel of remaining Plot of land measuring net land area of 4(four) Cottahs 9 (Nine) Chittacks 40 (Forty) Sq.ft. togetherwith one tile shed measuring an area of 100 (One Hundred) Sq.ft. situated in Mouza Nayabad, J.L. No. 25, R.S No. 3, Touzi No. 56, being Scheme Plot No:35. Block B comprising in R.S. Dag No.195, under R.S. Khatian No.127. corresponding to L.R. Dag No.195, under L.R. Khatian No.1299, known as K.M.C. Premises No.3931, Nayabad, within Ward No.109, presently PS. Panchasayar, formerly P.S. Purba Jadavpur. Kolkata-700 099 together with the right to take electric, tap water Gas, Telephone etc. connections through the adjacent road and also togetherwith all easement rights through the adjacent passage and the entre sold plot of land as delineated in the Site Plan annexed hereto and shown by RED BORDER lines and the sold property is butted and bounded in the manner following:

ON THE NORTH Property of others,

ON THE SOUTH 20-0" wide Road
ON THE EAST Property of others:
ON THE WEST 20-0" wide Road
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THE SECOND SCHEDULE ABOVE REFERRED TO
(THE FLAT AND SOLD IN FAVOUR OF
THE PURCHASERS)

ALL THAT _____. of self- contained residential Flat being No. on the Floor, side, measuring about sq.ft. more or less carpet area up area, comprising of together with the undivided proportionate share and interest in the land underneath the said building and all common rights over the common areas and facilities at Municipal Premises and the said Flat and the said are delineated and demarcated in the PLAN or MAP annexed herewith and colour with **RED border**, which will be treated as part of this Indenture.

THE THIRD SCHEDULE
(COMMON AREA AND FACILITIES)

- a.** The land on which the building is located, all easement and quasi-easements rights, dominant heritage etc. belonging to land and building.
- b.** The foundation columns, griders, supports main wall, lobbies, stair, staircase, ways, Lift, Lift Room, entrance and exists of the building.
- c.** The easements and wards.
- d.** Installation of common services such as powers, lights, water, sewerage etc.
- e.** Tanks pump, meters, compressors, pipes and tubes and general apparatus and installations existing for common use and passage and paths etc.
- f.** All other parts of this property necessary for convenient to the existence, maintenance and safety of the building and common enjoyment or normally in common use.
- g.** Boundary walls.

- h. Electric meter, pump and switches fixed in the common areas.

THE FOURTH SCHEDULE
(DESCRIPTION OF THE COMMON EXPENSES)

1. All cost of maintenance, operating, replacing, white colour washing, painting, decorating, rebuilding, reconstruction, redecorating, lighting the common portions and common areas of the Building included.
2. All charges and deposits for suppliers of common utilities to the Owners in common.
3. Proportionate share of Municipal Tax, water tax and other levies in respect of the land and building save those separately assessed of the Purchasers' Unit.
4. Proportionate share of insurance premium for insuring the Building.
5. All litigation expenses for the common purposes and relating to the common use and enjoyment of the common portions.
6. Electricity charges for the electrical energy, consumed for the operation of the common service.
7. Costs of maintenances, repairs and replacements of common Installations.
8. Fees and charges from all services and consultation and advices required to be obtained from time to time in respect of and/or in relation to the common purposes and common utilities.
9. All other expenses, taxes and other levies as may become necessary or incidental or liable to be paid by the Purchasers in common including such amount as may be fixed for creating a fund for replacement, renovations, repairing and/or repairing of the common portions.

THE FIFTH SCHEDULE
(OTHER RULES AND REGULATIONS)

- a) The Purchasers will not be entitled to claim partition of the undivided proportionate share in the land and or the common parts of the building and roof and or in respect of the common service and utilities therein.
- b) The Owners' Association shall have the power and authority to such rules and regulations for the common purposes as may be the other or the Association

may consider reasonable but not inconsistent with the provisions of the W.B. Apartment Ownership Act, 1972 and the Purchasers shall abide by the same.

- c) The Purchasers shall become members of the Association and shall apart from paying proportionately all costs and expenses relating thereto, sign such forms, papers, documents, memorandums articles, declarations, constitution, rules and regulation as may be necessary and reasonably required for the purpose.
- d) The Purchasers cannot do additions or alterations or constructions of permanent nature in the outside of the said flats or any part thereof which will effect the structure and/or of the building.

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hand and signature to these presents on the day, month and year first above written.

SIGNED, SEALED & DELIVERED

Presence of:-

WITNESSES:-

1.

(SIGNATURE OF THE OWNERS/VENDORS)

2.

(SIGNATURE OF THE PURCHASERS)

Drafted and Prepared By

MEMO OF CONSIDERATION

RECEIVED of and from the within named Purchasers the within mentioned sum of Rs./- (Rupees) only, as full and final consideration money of the Flat and the of this Deed, as per following Memo:-

MEMO:-**TOTAL**

.....

Rs.

.....

(RUPEES**) ONLY.****WITNESSES:-**

1.

SIGNATURE OF THE

2.

OWNER/DEVELOPER