

DEED OF CONVEYANCE

THIS DEED OF CONVEYANCE is made on this the day of
....., Two Thousand and Twenty Three, **2026, A.D.**

BETWEEN

(1) **MR. NARAYAN BISWAS** (PAN - ADRPB9047N)
(AADHAAR -789420457966) (MOBILE NO.
9433342932), son of Late Nathuram Biswas, by
occupation - Business and (2) **MRS. REKHA BISWAS**
(PAN - BEPPB1194G)(AADHAAR - 653043332632)
(MOBILE NO. 9433673195), wife of Sri Narayan
Biswas, by occupation - Homemaker, both by faith -
Hindu, Indian Citizens and both are residing at 12K/2,
Dr. Nagan Ghosh Lane, P. O. - Dhakuria, P. S. -Kasba
now Garfa, Kolkata - 700031, District - South 24
Parganas, West Bengal, hereinafter called the
"OWNERS/VENDORS" (which expression shall unless
excluded by or repugnant to the context be deemed to
include their heirs administrators, legal representative
successors. successors-in interest and assigns) of the
FIRST PART.

AND

M/S. RAINBOW CONSTRUCTION (PAN -
ABBF6765M), a Partnership firm, having its office
situated at 8/19, Kalitala Link Road, P.O- Haltu, P.S-
Garfa, Kolkata - 700078, represented by its two
Partners namely (1) MR. RATANKUMAR DEY (PAN -
AHCPD3470E), (AADHAAR - 844063533948)
(MOBILE NO. 9830981646), son of Late Kedar Chandra

Dey and (2) MRS. KAKALI DEY(PAN - BDRPD7700F), (AADHAAR - 984144703238) (MOBILE NO.8017068238), wife of Ratan Kumar Dey, both by faith - Hindu, by occupation- Business, Indian Citizens and both are residing at 8/19, Kalitala Link Road,P. O. - Haltu, P. S. - Kasba now Garfa, Kolkata - 700078, District - South 24 Parganas, West Bengal, hereinafter called and referred to as the "**DEVELOPER**"(which expression shall unless excluded by or repugnant to the context bedeeded to include their heirs, executors, successor representatives, administrators and assigns) of the SECOND PART.

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AND

M..... a company incorporated under the Indian Companies Act, 1956 having it's registered address at, under Police Station -, Kolkata - represented by it's 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 THIRD PART.

WHEREAS:

A. WHEREAS the Party of the SECOND PART is running Partnership business by a firm under the Trade Name of M/S. Rainbow Construction with the purpose of developing housing projects by way of construction of residential flats/flat and/or and sale thereof to the intending buyers at the price for consideration.

WHEREAS District - 24 Parganas at present South 24 Parganas, formerly P.S. Sadar Tollygunge now Kasba, formerly Sub-Registry office at Alipore now Sealdah, at present within the Calcutta Municipal Corporation (presently Kolkata Municipal

corporation) Pargana - Khaspur, R. S. No. 3, J. L. No. 25 of Mouza - Nayabad, within the aforesaid District - Collectorate's Touzi No. 56 of the West Bengal Government District Settlement Jarip Khatian Nos. 5 and 6 of the Rayati Dakhali Sattya Bisista landed property within the schedule below landed property formerly C. S. Dag No. 102 along with many other landed property in different natures belonging to (i) Naba Kishore Mondal, (ii) Raj Kishore Mondal and others of all Bawali, Budge Budge, District - 24 Parganas, as their recorded landed property, they were in cultivating and fishing the such landed property free from all sorts of encumbrances.

AND WHEREAS for their respective peaceful enjoyment, occupation and possession over and upon the respective landed properties in between themselves along with their co-sharer holders filed a Partition Suit before the Ld. 3rd Sub-Judge at Alipore, in the year 1941 vide Suit No. 16 of 1941, after some time such suit duly been decreed in its final stage and according to such decree of the said Partition Suit in the year 1971 dated 4th day of June, the Ld. Court appointed pleaders with the demarcated plans and specified in its final decree upon depended thereon. As per the said final decree of the said suit, the parties SI. No. 12, 13 and 14 as defendant namely (i) Sri Prabhas Chandra Mondal, (ii) Sri Pratul Chandra Mondal and (iii) Sri Amarendra Nath Mondal got their total shares as 2 annas 6 gandas 2 karar 2 kranti landed property out of the total landed properties to the said partition suit during pendency of the said final decree the defendant No. 13 namely Pratul Chandra Mondal, died intestate leaving behind him surviving wife - Smt. Labnya Prova Mondal, two sons namely (i) Malay Kumar Mondal and (ii) Swapan Kumar Mondal as his only three numbers of legal heirs and/or successors and the above named three legal heirs and/or successors duly entered into the said suit as defendants in place of the said deceased Pratul Kumar Mondal. Accordingly Smt. Labnya Prova Mondal being the widow of the said deceased Pratul Chandra Mondal as one of the legal heir and/or successor inherited and got her respective landed property within Mouza - Nayabad, comprised in the C. S. Dag No. 102 within R. S. Khatian Nos. 145 and 146 appertaining to the R. S. Dag Nos. 191, 194, 195 and 196 according to the demarcated lands submitted by the Pleader Commission therein marked as Bengali "Ga" and "Unga" Block and cultivated the same free from all sorts of encumbrances.

AND WHEREAS one the other hand two sons of the said deceased Pratul Chandra Mondal viz. (i) Malay Kumar Mondal got and inherited his respective lands and "Unga" & "Tha" block landed property and (ii) Swapan Kumar Mondal got and inherited "Gha" & "Ta" Block Landed property as their separate respective properties.

AND WHEREAS it is thereby note that during the Revisional Survey Settlement Operation record of right the landed property in R. S. (Khanda) Khatian Nos. 145 and 146 had been recorded in the name of the said deceased Pratul Chandra Mondal. But in the aforesaid records less landed properties had been recorded in his name in place of his actual landed properties. On the other hand, other co-owners duly recorded their respective names in Khanda Khatian No. 1 maximum landed properties recorded their names but were enjoyed and possessed their respective landed properties according to such final decree of the said suit.

AND WHEREAS within the aforesaid stated Khatians landed properties, some portion had been vested and acquired by the Government of West Bengal and against suit vest one of the shareholders of the above landed property namely Sri Sunil Krishna Mondal filed a suit, Writ Petition before the Hon'ble High court on 24.09.1973 for acquisition free land as per Indian Constitution Article 226 vide Case No. 3554/W-73 before the Hon'ble High Court, Calcutta, after elapsed of a long time the Hon'ble High Court, Calcutta duly passed an order in favour of the said Sri Sunil Krishna Mondal and others dated 21.07.1977. And accordingly, the landed properties declared as non-vested lands and/or non- acquisition/requisition properties, free from all sorts of encumbrances.

AND WHEREAS during peaceful enjoyment, occupation and possession over and upon the total landed properties by the said Smt. Labnya Prova Mondal, Sri Malay Kumar Mondal and Sri Swapan Kumar Mondal entered into an Agreement for Sale dated 3rd day of July, 1975 with (1) Sri Kanti Ranjan Chakraborty, son of Late Nalini Mohan Chakraborty and (2) Sri Gopal Chandra Dey, son of Late Rashik Chandra Dey both of Paschim Rajapur, Shibani Road, P. S. - Jadavpur, Calcutta - 700032, District - 24 Parganas, for sale and transfer of the landed properties. But due to misunderstanding long

AND WHEREAS thereafter the said Sri Dulal Krishna Chakraborty being the Vendor therein sold and transferred the said land to the Vendor herein namely (1) MR. NARAYAN BISWAS, son of Late Nathuram Biswas and (2) MRS. REKHA BISWAS, wife of Sri Narayan Biswas both are residing at 12K/2, Dr. Nagan Ghosh Lane, P. O. - Dhakuria, P. S. - Kasba now Garfa, Kolkata - 700031, District - South 24 Parganas, West Bengal by virtue of a Deed of Sale which was registered in the office of the D.S.R. III, Alipore vide Book No.1, Volume No.20, 7915 to 7945 Deed No.08364, for the year 2006.

AND WHEREAS after the purchase the aforesaid landed property the said (1) MR. NARAYAN BISWAS, son of Late Nathuram Biswas and (2) MRS. REKHA BISWAS became the absolute owners in respect of the said land and enjoying the absolute right, title and interest, free from all sorts of encumbrances.

AND WHEREAS while enjoying the aforesaid property the said (1) MR. NARAYAN BISWAS and (2) MRS. REKHA BISWAS jointly mutated and recorded their names in the records of the Kolkata Municipal Corporation being Premises No.2885, Nayabad, Kolkata-700099 vide Assessee No. 311090832480, and the entire plot of lane mentioned in the FIRST SCHEDULE hereunder written. The said plot as absolute sole owner in respect of the said property and paying the rates and taxes to the concerned authority by causing all sorts of act of possession and ownership therewith.

AND WHEREAS now the Owners/Vendors are developing the entire premises through its developer-firm namely M/s. Rainbow Construction and erecting the building thereon as per sanction building plan as well as annexed specification.

AND WHEREAS thus the Owners being the First Party herein has decided to develop the said land described in the First Schedule below by way of making construction of Ground plus Three storied building and accordingly appointed the Developer herein being the Second Party herein for the said purpose and for avoiding future troubles and to maintain good relationship as well as for smooth completion of the entire building both the parties do hereby enter into this Agreement for Development.

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

ALL THAT piece and parcel of the Bastu landed property measuring an area 3 Cottahs, 4 Chittaks and 0 sq. ft. be the same a little more or less along with all easement right, title, interest, possession, claims, demands, profits, therein, which lying and situated at and being within Mouza – Nayabad, J. L. No. 25, R. S. No. 3 within the B. L. & L. R. O. mutation and record in R. S. Dag No. 194 under R. S. Khatian No. 145, within the District Collectorate's Touzi No. 56, Pargana – Khaspur, within Kolkata Municipal Corporation Ward No. 109, known and numbered as the Premises No. 2885, Nayabad, its Assessee No. 311090832480, within formerly P. S. Purba Jadavpur now Panchasayar, A. D. S. R. Office at Sealdah, in the District South 24 Parganas, the aforesaid landed property also more fully shown, delineated and depicted with the coloured RED border lines with the map or plan wherein marked as Plot No. P-39, is annexed herewith, the said landed property is butted and bounded by:-

- NORTH : Land part of R.S. Dag No.191
- SOUTH : Land part of R.S. Dag No.194, P-40 land
- EAST : Land part of R.S. Dag No.194
- WEST : 20' ft wide Road

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 levis 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)

.....

**(SIGNATURE OF THE BUILDER/
DEVELOPER/ATTORNEY)**

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