

## **DEED OF CONVEYANCE**

This **DEED OF ABSOLUTE SALE** is made and executed on this \_\_\_\_ day of \_\_\_\_, Two Thousand \_\_\_\_\_.

### **BETWEEN**

1. **SMT. VIMALA ACHARYA (PAN : ADMPA8000B)** , wife of Late Om Prakash Acharya, by religion Hindu, by occupation housewife , residing at Premises No. 136, Lake Gardens , P.O. Lake Gardens , P.S Lake Kolkata 700 045,
2. **SRI RAJIV ACHARYA (PAN: APYPA5287Q)** , son of Late Om Prakash Acharya, by religion Hindu, by occupation service, residing at Premises No. 136, Lake Gardens , Post office - Lake Gardens , P.S Lake, Kolkata 700 045,
3. **SMT. SHAILJA AGARWAL (O.C.I. NO. A488088)**, daughter of Late Om Prakash Acharya and wife of Sri Sanjay Agarwal by religion Hindu, by occupation business residing at 92 Gordon Avenue , Stanmore, HA7 3QS and
4. **SMT. SHALINI IYER (O.C.I. NO. A1068626)**, daughter of Late Om Prakash Acharya and wife of Sri Ram Rajan Iyer , by religion Hindu, by occupation business, residing at 4260 S. Iowa Street, Chandler Arizona 85248 all represented by their Constituted Attorney **Sri PRANAB CHATTERJEE**, son of Dr. Paresh Nath Chatterjee, ( AADHAR No. ....) (PAN ..... ) by religion Hindu, by occupation - Business, residing at P-240 , Lake Road , P.O. Sarat Bose Road , Kolkata-700 029 , P.S. Lake , hereinafter jointly and collectively called the "**OWNERS/VENDORS** "

MODULE PROPERTIES PVT. LTD.  
Director

A N D

**5. MODULE PROPERTIES PVT. LTD. (PAN: AAFCM9173Q),** (CIN No. ....) a company incorporated under the Companies Act, 1956, having its registered office at 422, Lake Gardens, P.O. Lake, P.S. – Lake, Kolkata – 700 045, represented by one of its Directors, Sri **PRANAB CHATTERJEE**, son of Dr. Paresh Nath Chatterjee, (AADHAR No. ....) (PAN ..... ) by religion Hindu, by occupation - Business, residing at P-240 , Lake Road , P.O. Sarat Bose Road , Kolkata–700 029 , P.S. Lake , duly authorized vide Board resolution dated \_\_\_\_\_ hereinafter called the "**PROMOTER** “

Both Owners and Promoter hereinafter collectively called the "**SELLER** " ( which expression shall mean and include their respective legal heirs, successors, successors-in-interest, executors, administrators, legal representatives and assigns ) of the **ONE PART**.

**AND**

Sri \_\_\_\_\_, son of \_\_\_\_\_, aged about \_\_\_\_\_ years, by Caste \_\_\_\_\_, by Nationality Indian, holding PAN no : \_\_\_\_\_, residing at \_\_\_\_\_, hereinafter called the " **PURCHASER** " ( which expression shall mean and include his legal heirs, successors, successors-in-interest, executors, administrators, legal representatives and assigns ) of the **OTHER PART**.

The **SELLER** and the **PURCHASER** are hereinafter referred collectively as parties and individually as party.

**WHEREAS**

1. By a Conveyance dated 31<sup>st</sup> July, 1956 registered with the Sub-Registrar of Alipore Sadar in Book No. I , Volume No.114, Pages 17 to 25 , Being No.6336 for the year 1956, Smt. Lila Sengupta alias Smt. Lila Sen, purchased from Bangur Land Development Corporation Limited the plot of land measuring about 4 Katthas , 1Chittack and 35

Square Feet being Plot No.63, Bangur Park, North Block 'A' known as Lake Colony Scheme No. 1 within the Corporation of Kolkata, now known as Kolkata Municipal Corporation, P.S. then Tollygunge and now Lake, Kolkata-700 045, more fully described in Part-I of the FIRST SCHEDULE hereunder written and hereafter referred to as the "**Premises**".

2. The said Smt. Lila Sengupta constructed at the Premises a three storied brick built building (G+II) described in Part-II of the FIRST SCHEDULE hereunder written and hereafter referred to as the "**Existing Building**", which was numbered as 136, Lake Gardens, Calcutta-700 045 and allotted Assessee No. 210930801823 within Ward No.93 of the Kolkata Municipal Corporation, hereafter called the "**KMC**". The Premises and the Existing Building hereafter collectively referred to as the "**Said Property**".
3. The said Smt. Lila Sengupta, died intestate on 18<sup>th</sup> October, 1986 leaving behind her surviving her only daughter Smt. Shampa Raychaudhuri as her only heiress and successor.
4. Thus becoming the sole and absolute owner of the Said Property Smt. Shampa Raychaudhuri by a Conveyance dated 28<sup>th</sup> June, 1988 registered with the Registrar of Assurances, Calcutta in Book No. I , Volume No. 103, Pages 317 to 325, Being No.7567 for the year 1988 sold the Said Property to one Om Prakash Acharya free from all encumbrances save the two tenancies of its Ground and First floor flats, hereafter the "**Tenancies**".
5. The said Om Prakash Acharya thereafter had his name mutated in the assessment records of the KMC and had also instituted an eviction suit against the tenant of the first floor of the Said Property being Ejectment Suit No.11344 of 2013 before the Court of the Learned 3<sup>rd</sup> Civil Judge (Junior Division) at Alipore, hereafter referred to as the "**Eviction Suit**".
6. The said Om Prakash Acharya died intestate on 29<sup>th</sup> October, 2015 leaving behind him surviving the Owners, being his wife Smt. Vimala Acharya, son Sri Rajiv Acharya and two daughters namely Smt. Shailja Agarwal and Smt. ShaliniIyer as his only legal heirs

and successors who inherited the Said Property in equal shares and became the joint owners thereof each having one-fourth share and/or interest therein, subject to the Tenancies and the Said Suit and they are enjoying the same with absolute right, title and interest since then and they have clear and marketable title to the **SCHEDULE PROPERTY save and except as aforesaid .**

7. With a view to develop the Said Property, hereafter referred to as the "**Project**", by demolishing the Existing Building and constructing a new G+IV storied residential building comprising of flats, car parking spaces on the ground floor, hereafter referred to as the "**Proposed Building**", the Owners had approached the Promoter to execute the Project in accordance with the plan to be sanctioned by the KMC on the basis of sharing of allocation of the Proposed Building in the manner as stated hereunder.
8. Subsequently the Owners herein have entered into an Agreement for Construction and Development dated 15<sup>th</sup> day of July , **2019** registered in the office of the Additional District Sub-Registrar at Alipore and recorded in Book No. I, Volume No. 1605-2019, pages from 144406 to 144449, Being No. 160504125, for the year 2019 with **MODULE PROPERTIES PVT. LTD.** a company incorporated under the Companies Act, 1956, having its registered office at 422, Lake Gardens, P.O. Lake, P.S. – Lake, Kolkata – 700 045, represented by one of its Directors, Sri **PRANAB CHATTERJEE**, son of Dr. Paresh Nath Chatterjee, by religion Hindu, by occupation - Business, residing at P-240, Lake Road , P.O. Sarat Bose Road, P.S. Lake, Kolkata–700 029, thereafter called and referred to as the “Promoter r” with the right to construct a Ground plus four storied building as per the sanctioned building plan and subsequently its modification , revision , as to be sanctioned by the Kolkata Municipal Corporation in or upon the said Premises No. 189 , Lake Gardens , locally known as 136, Lake Gardens, Police Station – Lake , Kolkata – 700 045, the particular of such property morefully described in Schedule hereunder written with such terms and conditions as clearly written therein .
9. Furthermore under the said Agreement for Construction and Development , the two of the Owners/Vendors herein namely Smt. Vimala Acharya wife of Late Om Prakash Acharya and Sri Rajiv Acharya son of Late Om Prakash Acharya executed a Power of

Attorney dated 15<sup>th</sup> day of July, 2019, registered in the office of the Additional District Sub-Registrar at Alipore and recorded in Book No. I, Volume No. 1605-2019, pages from 142512 to 142538, Being No 160504134, for the year 2019 and one of the Owners/Vendors herein namely Smt. Shailja Agarwal daughter of Late Om Prakash Acharya and wife of Sri Sanjay Agarwal also executed a Power of Attorney dated 7<sup>th</sup> day of January, 2020, duly notarized by the Notary Public and authenticated by the High Commission of India at London on 15/01/2020 and adjudicated by the Stamp Superintendent, Kolkata Collectorate on 4/3/2020 and one of the Owners/Vendors herein namely Smt. Shalini Ram Iyer daughter of Late Om Prakash Acharya and wife of Sri Ram Ranjan Iyer executed a Power of Attorney dated 9<sup>th</sup> day of January, 2020, duly notarized by the Notary Public and authenticated by the Consulate General of India, San Francisco, USA and adjudicated by the Stamp Superintendent Kolkata Collectorate on 4/3/2020, all in favour of PRANAB CHATTERJEE son of Sri Pareshnath Chatterjee, being the Director of the Developer Company, it is inter alia agreed, to have the plan sanctioned and/or modified on the First Schedule property, carry out the development of the said premises and enter into agreement for sale with the prospective Flat/Unit Purchaser and also to sign and execute Deed of Conveyance for and on behalf of the Vendors as the nominees of the Developer.

**AND WHEREAS** the SELLER agreed to sell, convey and transfer the SCHEDULE PROPERTY to the **PURCHASER** for a total consideration of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) only and the PURCHASER herein agreed to purchase the same for the aforesaid consideration and to that effect the parties entered into an agreement on the \_\_\_\_\_.

**NOW THIS DEED OF SALE WITNESSETH :**

1. **THAT** in pursuance of the aforesaid agreement and in consideration of a sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) only received by the SELLER in cash/cheque/bank draft and upon receipt of the said entire consideration of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) only (the SELLER both hereby admit, acknowledge, acquit, release and discharge the PURCHASER from making further payment thereof) the SELLER both hereby sells, conveys, transfer, and assigns unto and to the use of the PURCHASER the SCHEDULE PROPERTY together with the water ways, easements, advantages and appurtenances, and all estate, right, title

and interest of the SELLER to and upon the SCHEDULE PROPERTY TO HAVE AND TO HOLD the SCHEDULE PROPERTY hereby conveyed unto the PURCHASER absolutely and forever.

**2. THAT THE SELLER BOTH HEREBY CONVENANT WITH THE PURCHASER AS FOLLOWS :**

**i. That** the SCHEDULE PROPERTY shall be quietly and peacefully entered into and held and enjoyed by the PURCHASER without any interference, interruption, or disturbance from the SELLER or any person claiming through or under him.

**ii. That** the SELLER have absolute right, title and full power to sell, convey and transfer into the PURCHASE by way of absolute sale and that the SELLER have not done anything or knowingly suffered anything whereby their right and power to sell and convey the SCHEDULE PROPERTY to the PURCHASER is diminished.

**iii. That** the property is not subjected to any encumbrances, mortgages, charges, lien, attachments, claim, demand, acquisition proceedings by Government or any kind whatsoever and should thereby and the SELLER shall discharge the same from and out of his own fund and keep the PURCHASER indemnified.

**iv. That** the SELLER hereby declares with the PURCHASER that the SELLER have paid all the taxes, rates and other outgoings due to local bodies, revenue, urban and other authorities in respect of the SCHEDULE PROPERTY up to the date of execution of this sale deed and the PURCHASER shall bear and pay the same hereafter. if any arrears are found due for the earlier period, the same shall be discharged/borne by the SELLER.

**v. That** the Seller have handed over the vacant possession of the SCHEDULE PROPERTY to the PURCHASER on \_\_\_\_\_ and delivered the connected copies title document in respect of the SCHEDULE PROPERTY hereby conveyed on the date of execution of these presents.

**vi. That** the SELLER will at all times and at the cost of the PURCHASER execute, register or cause to be done, all such acts and deeds for perfecting the title to the PURCHASER in the property hereby sold and conveyed herein.

**vii. That** the SELLER do hereby covenants and assures that the PURCHASER is entitled to have mutation of his/her name in all public records, local body and also obtain all documents in the name of the PURCHASER and undertakes to execute any deed in this respect.

## **FIRST SCHEDULE OF PROPERTY**

ALL THAT plot of land measuring about 4 Cottahs 1 Chittack and 35 sq. ft. more or less with building comprised in being Municipal Premises No.136, Lake Gardens, Kolkata-700 045 having Assessee No. 210930801823 within Ward No. 93 of the Kolkata Municipal Corporation, P.S. Lake, P.O. Lake Gardens, District 24-Parganas (South) butted and bounded as follows:-

ON THE NORTH	:	By 30 feet wide road
ON THE EAST	:	By Premises No. A/137 Lake Gardens , Kolkata 700045
ON THE SOUTH	:	By Premises No. A/135 Lake Gardens , Kolkata 700045
ON THE WEST	:	By a 20 feet wide road

## **SECOND SCHEDULE**

### **Part – I (Said Flat)**

**Residential** Flat No. .... on the ..... Floor, having carpet area of ..... ( ) square feet, more or less, comprised in the New Building at Municipal Premises No. 136, Lake Gardens, Police Station – Lake , Kolkata – 700 045 , within Ward No. **93** of the Kolkata Municipal Corporation, delineated on **Plan A** attached and bordered in color **RED** thereon.

### **Part – II (Car Parking Space)**

Ownership of **1** (one numbers Car Parking Space, measuring ..... square feet, more or less, in the Ground Floor of the New Building at Premises No. 136, Lake Gardens, Police Station – Lake , Kolkata – 700 045 , within Ward No. **93** of the Kolkata Municipal Corporation, for parking of a medium sized motor car.

### **Part – III (Said Flat And Appurtenances) [Subject Matter of Agreement]**

The Said Flat, being the Flat described in **Part I** of the **2<sup>nd</sup> Schedule** above.

The Said Car Parking Space described in **Part II** of the **2<sup>nd</sup> Schedule** above.

The Land Share, being undivided, impartible, proportionate and variable share in the land comprised Said Premises described in **Part I** of the **1<sup>st</sup> Schedule** above, as is attributable to the Said Flat.

The Share In Common Portions, being undivided, impartible, proportionate and variable share and/or interest in the Common Portions described in the **3<sup>rd</sup> Schedule** below, as is attributable to the Said Flat.

**THIRD SCHEDULE  
(Common Portions)**

- ⇒ **Lobbies** on all floors and staircase of the Said Building.
- ⇒ **Lift** machine room and lift well of the Said Building.
- ⇒ **Water** supply system including pumps, reservoirs/tanks of the Said Building.
- ⇒ **Water** supply pipeline in the Said Building (**save** those inside any Flat or attributable thereto.)
- ⇒ **Drainage** and **sewage** pipeline in the Said Building (**save** those inside any Flat or attributable thereto).
- ⇒ **Wiring, fittings** and **accessories** for lighting of lobbies, staircase and other common Portions of the Said Building.
- ⇒ **Electricity** meters and space for their installation.
- ⇒ **Elevators** and allied machinery in the Said Building.
- ⇒ **Watchman Room, Meter Room, Toilet** in the Ground Floor.
- ⇒ **Cable** connection in the Said Building.
- ⇒ **Common Roof** above the top floor of the Said Building.

IN WITNESS WHEREOF the **SELLER** and the **PURCHASER** have set their signatures on the day month and year first above written.

\_\_\_\_\_  
**SELLER**

\_\_\_\_\_  
**PURCHASER**

WITNESSES :

1.

MODULE PROPERTIES PVT. LTD.  
Director

2.