

DEED OF CONVEYANCE

THIS INDENTURE made this _____ day of _____ Two Thousand

By and Between

(1) **SRI ARUNAVA DE** (PAN: AKTPD1277D), son of Late Asoke Kumar De, by faith: Hindu, by Nationality: Indian and (2) **SRI AMITAVA DE**, (PAN: AKTPD1276C), son of Late Asoke Kumar De, by faith: Hindu, by occupation: Service, by Nationality: Indian, both residing at 9, Gokul Boral Street, P.O: Muchipara, P.S: Bowbazar, Kolkata - 700012 represented by their Constitute Attorney **MR. KALYAN KUMAR PAUL**, [PAN: AFSPPO696J], Director of **M/S. PKS CONCLAVE PVT. LTD.**, son of Late Rakhal Chandra Paul, by faith: Hindu, by Nationality: Indian, by Occupation: Business, residing at 92, Purna Mitra Place, P.O: Tollygunge, P.S: Charu Market, Kolkata: 700033, authorized vide Supplementary Development Agreement with Power of Attorney dated 14th day of July, 2023 registered at the office of the Additional Registrar of Assurance – II, Kolkata and recorded in Book No: I, Volume No: 1902-2023, Pages from 316043 to 316072 bearing No: 190209808 of the year 2023 hereinafter jointly referred to as the "**OWNERS**" (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include in respect of the companies their respective successor or successors-in-interest, executors, administrators and permitted assignees, including those of the respective partners) of the **FIRST PART**;

AND

M/S. PKS CONCLAVE PVT. LTD. (CIN NO: U45400WB2015PTC206423, PAN: AAICP1418N) a Company incorporated under the Indian Companies Act 1956 having its office at 29, Indrani Park, P.O: Tollygunge, P.S: Charu Market, Kolkata – 700033, represented by its Director **SRI KALYAN KUMAR PAUL**, (PAN: AFSPPO696J), son of Late Rakhal Chandra Paul, by faith: Hindu, by nationality: Indian, by Occupation: Business, residing at 92, Purna Mitra Place, P.O: Tollygunge, P.S: Charu Market, Kolkata: 700033 hereinafter referred to as the "**PROMOTER**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors-in-interest, executors, administrators and permitted assignees, including those of the respective partners) of the **SECOND PART**;

AND

[If the Allottee is a company]

_____, (CIN no. _____) a company incorporated under the provisions of the Companies Act, [1956 or 2013, as the case may be], having its registered office at _____, (PAN _____), represented by its authorized signatory, _____, (Aadhar no. _____) duly authorized vide board resolution dated _____, hereinafter referred to as the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, executors, administrators and permitted assignees) of the **THIRD PART**;

[OR]

[If the Allottee is a Partnership]

_____, a partnership firm registered under the Indian Partnership Act, 1932, having its principal place of business at _____, (PAN _____), represented by its authorized partner, _____, (Aadhar no. _____) authorized vide _____, hereinafter referred to as the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors-in-interest, executors, administrators and permitted assignees, including those of the respective partners) of the **THIRD PART**;

[OR]

[If the Allottee is an Individual]

Mr. / Ms. _____, (Aadhar no. _____) son / daughter of _____, aged about _____, residing at _____, (PAN _____), hereinafter called the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assignees) of the **THIRD PART**;

[OR]

[If the Allottee is a HUF]

Mr. _____, (Aadhar no. _____) son of _____ aged about _____ for self and as the Karta of the Hindu Joint Mitakshara Family known as _____ HUF, having its place of business / residence at _____, (PAN _____), hereinafter referred to as the "Allottee" (which expression shall unless repugnant to the

context or meaning thereof be deemed to include his heirs, representatives, executors, administrators, successors-in-interest and permitted assigns as well as the members of the said HUF, their heirs, executors, administrators, successors-in-interest and permitted assignees) of the **THIRD PART**.

[Please insert details of other allottee(s), in case of more than one allottee]

The Promoter and Allottee shall hereinafter collectively be referred to as the "Parties" and individually as a "Party".

WHEREAS:

- A. By a registered Deed of Conveyance in Bengali dated 23rd July, 1907 one Shri Jyotish Chandra Mustafi purchased a plot of land measuring 4 Cottahs 7 Chittacks and 10 Square Feet be the same a little more or less being Premises No. 72/1, Sankhari Tola Lane, Calcuta for valuable consideration mentioned therein and recorded in Book No. 1, Volume No. 65 pages 239 to 245 Being No. 1720 for the year 1907 from the erstwhile owner Smt. Sagar Tarini Dassi.
- B. Said Jyotish Chandra Mustafi got his name recorded in the record of Corporation of Calcutta and constructed a two storied brick built house and started living therein and the said premises was subsequently numbered as 9, Gokul Boral Street, Kolkata – 700012.
- C. Said Jyotish Chandra Mustafi died intestate on 18th March, 1930 leaving behind him surviving his following persons as legal heirs.
 - (a) Kshirode Basini Mustafi - Widow
 - (b) Sudhangshu Kumar Mustafi - Son
 - (c) Subodh Kumar Mustafi - Son
 - (d) Sudhir Kumar Mustafi - Son
 - (e) Puspalata Bose - Married daughter
 - (f) Mayalata Goho - Married daughter
- D. On 9th day of January, 1965 Sudhangshu Kumar Mustafi, one of the son and legal heirs of the said Jyotish Chandra Mustafi died intestate leaving him surviving his sole widow Smt. Indira Mustafi, mother Smt. Kshirode Basini Mustafi, his three sons namely Pradip Kumar Mustafi, Chandan Kumar Mustafi and Ashis Kumar Mustafi and one daughter Kumari Arati Mustafi who was died on 29th May, 1967 as spinster.
- E. In June 1976 Smt. Kshirode Basini Mustafi died intestate leaving her surviving the widow and children of her predeceased son Sudhangshu, the other two sons Subodh and Sudhir and the heirs

and legal representatives of her daughters Smt. Puspallata Bose and Smt. Mayalata Goho.

F. In or about 1983 the heirs and legal representatives of Sudhangshu Kumar Mustafi since deceased filed a Partition and Administration suit in the Hon'ble High Court at Calcutta being Suit No. 788 of 1983 (Pradip Kumar Mustafi & Ors. V-s- Smt. Siddheswari Mustafi & Ors.)

G. On or about 14th day of November, 2003 the parties to the suit filed a term of settlement in the Hon'ble High Court at Calcutta. Pursuant to and in terms of the said terms of settlement a preliminary decree was passed by the Hon'ble Court at Calcutta by consent of the parties declaring thereby the shares of the plaintiffs and the defendants to the following effect.

PARTICULARS OF SHARES:

Description of Parties	Individual percentage of shares	Total percentage of shares
Plaintiffs:		
Pradip Kumar Mustafi	8.890%	26.67%
Ketaki Mustafi	2.963%	
Kingshuk Mustafi	2.963%	
Kakoli Bose	2.963%	
Ashis Kumar Mustafi	8.891%	
Defendants:		
Siddheswari Mustafi	30.836%	61.672%
Manjari De	15.418%	
Madhuri Som	15.418%	
Jagadish Chandra Bose	1.943%	5.829%
Ranjan Sircar	1.943%	
Kalyani Mitra	1.943%	
Namita Goho	0.6476%	
Subhadra Goho	0.6476%	5.829%
Udayan Goho	0.6476%	
Vaskar Churn Goho	1.9434%	
Aleya Goho	0.6476%	
Reeju Goho	0.6476%	
Param Kaur	0.6476%	

- H. Smt. Manjari De one of the owners mentioned hereinabove purchased the share of (1) Jagadish Chandra Bose, (2) Sri Ranjan Sircar and (3) Smt. Kalyani Mitra, measuring land area 292 Square Feet by a Deed of Conveyance dated 25.02.2005 with proportionate share of structure, registered in the office of the ARA-II, Kolkata, recorded in Book No.1, Volume No. I, Pages 1 to 23, Being No. 04835 for the year 2005.
- I. Smt. Manjari De, thereafter purchased the share of (1) Ashis Kumar Mustafi and (2) Smt. Kakoli Bose measuring land area 592.7 Square Feet with proportionate share of structure by a Deed of Conveyance dated 11.03.2005 registered in the office of the A.R.A. - II, Kolkata, recorded in Book No. I, Volume No.1, Pages 1 to 27, being No. 04832 for the year 2005.
- J. Subsequently Smt. Manjari De and her husband Sri Asoke Kumar De jointly purchased the share of (1) Namita Goho, (2) Subhadra Goho, (3) Udayan Goho, (4) Vaskar Churn Goho, (5) Aleya Goho, (6) Reeru Goho, (7) Param Kaur, measuring land area 292 Square Feet with proportionate share of structure by a Deed of Conveyance dated 25-04-2005 registered in the office of ARA-I Kolkata, recorded in Book No. I Volume No. I, Pages 1 to 33, Being No. 04833 for the year 2005.
- K. Smt. Manjari De and her husband Sri Asoke Kumar De also jointly purchased the share of (1) Shri Pradip Kumar Mustafi, (2) Smt. Ketaki Mustafi and (3) Sri Kingshuk Mustafi, measuring land area 740.8 Square Feet with proportionate share of structure vide a Deed of conveyance dated 25-04-2005 recorded in Book No. I, Volume No. I, Pages 1 to 29, Being No. 04834 for the year 2005.
- L. Smt. Siddheswari Mitra Mustafi @ Siddheswari Mustafi, mother of Smt. Manjari De executed a Will dated 31.08.1994 relating to her share in favour of Smt. Manjari De.
- M. Said Siddheswari Mitra Mustafi @ Siddheswari Mustafi died on 25.01.2008 and thereafter Smt. Manjari De obtained probate Certificate dated 21.05.2009 from the Court of Chief Judge, City Civil Court, Calcutta in respect of the share of her deceased mother.
- N. Smt. Manjari De thereafter purchased the share of Smt. Madhuri Som measuring land area 771 Square Feet with proportionate share of structure vide a Deed of Conveyance dated 21.02.2014 registered in

the office of ARA-II, Kolkata, recorded in Book No. I, CD Volume No. 501, pages from 66 to 89, Being No. 02107 for the year 2014.

- O. Smt. Manjari De along with her husband Shri Asoke Kumar De became the owner of two storied building measuring super built up area 5000 Square Feet and land area measuring 4 Cottahs 7 Chittacks and 10 Square Feet forming the Premises No 9, Gokul Boral Street, Kolkata-700012, Block No. - 7, Holding No 247, under Central Division, Police Station - Muchipara within K.M.C Ward No. 51, herein after called the "SAID LAND".
- P. Smt. Manjari De along with Shri Asoke Kumar De being the absolute owner of the premises recorded their names in the records of Kolkata Municipal Corporation vide Assessee No.110511000063 and paying taxes regularly for the property.
- Q. Said Shri Asoke Kumar De died intestate on 06.12.2016 leaving behind his wife Smt. Manjari De and two Sons Shri Arunava De and Shri Amitava De as the legal heirs and successors and Smt. Manjari De, Shri Arunava De and Shri Amitava De mutated their names in the Assessment Record of the Kolkata Municipal Corporation.
- R. Said Smt. Manjari De, Shri Arunava De and Shri Amitava De and the Promoter have entered into a Development Agreement dated 16th day of August, 2017 registered at the office of the ARA-II, Kolkata and recorded in Book No: I, Volume No: 1902-2017, Pages from 89857 to 89917 bearing No: 190202670 of the year 2017.
- S. Said Smt. Manjari De died intestate on 16.11.2022 leaving behind her two sons Shri Arunava De and Shri Amitava De as the legal heirs and successors of two storied building measuring super built up area 5000 Square Feet and land area measuring 4 Cottahs 7 Chittacks and 10 Square Feet lying and situated at 9, Gokul Boral Street under Block No: 7, Holding No: 247 under Central Division, P.O: Bowbazar, P.S: Muchipara, Kolkata: 700012, Assessee No: 110511000063 within the limits of Ward No: 51, Borough No: VI, Kolkata Municipal Corporation and mutated their names in the records of the Kolkata Municipal Corporation.
- T. After the demise of said Smt. Manjari De, Shri Arunava De and Shri Amitava De and the Promoter entered into a Supplementary Development Agreement with Power of Attorney dated 14th day of July, 2023 registered at the office of the Additional Registrar of

Assurance – II, Kolkata and recorded in Book No: I, Volume No: 1902-2023, Pages from 316043 to 316072 bearing No: 190209808 of the year 2023.

- U. The Owners/Vendors caused to be obtained various permissions approvals and/or consents for undertaking a Building named “SWAPNONEER” on the entirety of the said land and also caused a map or plan which was sanctioned Building Plan No: 2020060018 dated 13.10.2020 (hereinafter referred to as the said PLAN) sanctioned by the Kolkata Municipal Corporation for undertaking the construction of the said Project.
- V. The Promoter has registered the Real Estate Project with the Regulatory Authority appointed under the West Bengal Housing Industry Regulation Act 2017 having Registration No: _____ dated _____.
- W. Pursuant to Application made by the Allottee dated ____ and the Promoter granted allotment by a Booking Confirmation Letter dated _____ was issued to the allottee. Thereafter by an Agreement for Sale dated _____ and recorded in Book No: I , Volume No.____ , Pages _____ to _____ , Being No._____ for the year _____ the Promoter agreed to sell and the Allottee agreed to purchase ALL THAT the Unit No..... on the floor of Type - the situation whereof is shown in the master plan annexed hereto and bordered in Red, containing by admeasuring Sq. Ft. carpet area corresponding to _____ Sq.Ft Built Up area TOGETHER WITH the pro-rata share in the common parts, portions, areas, facilities, and amenities working out to Sq. Ft. Super Built-up area TOGETHER WITH the Right to use Dependent/Independent car(s) parking Space more fully and particularly described in the SECOND SCHEDULE hereunder written (hereinafter referred to as the SAID UNIT AND THE PROPERTIES APPURTENANT THERETO) at or for a consideration of Rs..... (Rupees only) more fully described in the THIRD SCHEDULE hereunder written.
- X. The Allottee has: -
- 1) Fully satisfied himself/herself/ itself as to the title of the Owners/Vendors and the right of the Promoters in respect of the said land.

- 2) Inspected the said Development Agreements cum General Power of Attorney entered into between the Owners/Vendors and the Promoter.
- 3) Inspected the plan sanctioned by the authorities concerned in respect of the building constructed by the Promoter and agreed not to raise any objection with regard thereto.
- 4) Verified the location and site of the Unit including the egress and ingress hereof, specifications of the Unit and of the complex and also the area of the Unit and agreed not to dispute the same.
- 5) Confirmed that the right of the Allottee shall remain restricted to the said Unit and the Properties Appurtenant Thereto.
- 6) Examined and satisfied himself/herself/itself about the General Terms and Conditions as contained in the Agreement for Sale dated _____ and agrees to abide by it.
- 7) Confirmed that the Owners/Vendors shall be entitled to change and/or alter and/or modify the said Plan including change of use of any part or portion of the buildings to be constructed erected and completed on the said land and in that event the Allottee shall have no objection to the application of common facilities to various extensions of the Project.
- 8) Satisfied himself/herself/itself as to the carpet/built-up area to comprise in the said Unit and also the common parts/portions which would be common for all the residents/occupants of the various Units comprised in the said building and has agreed not to challenge or dispute the same in any manner whatsoever or howsoever.
- 9) Structural stability of the Building.
- 10) Construction of the Building and the Unit.
- 11) The fittings and fixtures installed at the said Unit and the Building.
- 12) Completion and finishing of the Unit and the Building.
- 13) The situation of car parking space.
- 14) The supply of water and electricity to the Unit and the Building.
- 15) The common facilities and amenities of the Building.

Y. The words defined in the Agreement for Sale shall have the same meaning in these presents and unless there is anything in the subject or context inconsistent with the said expressions in such a case they shall have the meaning assigned to them.

NOW THIS INDENTURE WITNESSETH that pursuant to the said Agreement for Sale and in consideration of the sum of Rs./- (Rupeesonly). of the lawful money of the Union of India well and truly paid by the Allottee to the Promoter (the receipt whereof the Promoter doth hereby admit and acknowledge and of and from the same and every part thereof forever acquit, release and discharge the Allottee and the said Unit and properties appurtenant thereto) the Owners/Vendors doth hereby grant, transfer, convey, assign and assure and the Promoter doth hereby confirm and assure unto and in favour of the Allottee All that the said Unit No on the Floor, Unit Type-___ in the Building containing carpet area of _____ Sq.Ft corresponding to a built-up area of Sq. Ft. be the same a little more or less corresponding to _____ Sq.Ft. Super Built-Up area more fully and particularly described in the Second Schedule hereunder written but excepting the Reserved and Excluded areas and reserving the easement and other rights and other measures as specified in the Application Form, Booking Confirmation Letter and Agreement for Sale (all of which are here to fore as well as hereinafter collectively referred to as the SAID UNIT AND THE RIGHTS AND PROPERTIES APPURTENANT THERETO), absolutely and forever free from all encumbrances, charges, liens, attachments, trusts, whatsoever or howsoever AND TOGETHER WITH the right to use the common areas installations and facilities as described in detail in Schedule-D to the Agreement for Sale in common with the Co-Allottees and the other lawful occupants of the Building AND TOGETHER WITH all easements or quasi-easements and other stipulations and provisions in connection with the beneficial use and enjoyment of the said Unit And the Rights And Properties Appurtenant thereto TO HAVE AND TO HOLD the said Unit and the Rights and Properties Appurtenant thereto hereby granted, transferred and conveyed and every part or parts thereof unto and to the use of the Allottee.

AND THE OWNERS / VENDORS AND THE PROMOTER DO AND EACH OF THEM DOTH HEREBY COVENANT WITH THE ALLOTTEE AS FOLLOWS:

- a. Notwithstanding any act deed matter or thing whatsoever by the Owners/Vendors or the Promoters done or executed or knowingly suffered to the contrary the Owners/Vendors is or the Promoters are now lawfully rightfully and absolutely seized and possessed of and/or otherwise well and sufficiently entitled to Said Unit And The Rights And Properties Appurtenant thereto hereby granted sold conveyed, transferred, assigned or intended so to be and every part thereof for a perfect and indefeasible estate or inheritance without any manner or conditions use trust encumbrances or make void the same.

- b. Notwithstanding any act deed or thing whatsoever done as aforesaid the Owners/Vendors and the Promoter now have good right full power and absolute authority to grant convey transfer sell and assign all and singular the Said Unit And The Rights And Properties Appurtenant thereto hereby conveyed transferred or expressed so to be unto and to the use of the Allottee in the manner as aforesaid.
- c. The said Unit And The Rights And Properties Appurtenant thereto hereby granted and conveyed or expressed or intended so to be is now free from all claims, demands, encumbrances, liens, attachments, leases and trust made or suffered by the Owners/Vendors or the Promoter or any person or persons having or lawfully or equitably claiming any estate or interest thereon through under or in trust for the Owners/Vendors or the Promoters.
- d. The Allottee shall and may at all times hereafter peaceably and quietly hold possess and enjoy the Said Unit And The Rights And Properties Appurtenant thereto and receive all the rents issues and profits thereof without any lawful eviction interruption claims or demands whatsoever by the Owners/Vendors or the Promoters or any person or persons having or lawfully or equitably claiming as aforesaid.
- e. The Allottee shall be freed cleared and absolutely discharged saved harmless and kept indemnified against all estates, charges, encumbrances liens, attachments, or trust or claims and demands whatsoever created occasioned or made by the Owners/Vendors or the Promoters or any person or persons lawfully or equitably claiming as aforesaid.
- f. AND FURTHER THAT the Owners/Vendors or the Promoter and all persons having or lawfully or equitably claiming any estate or interest in the Said Unit And the Rights And Properties Appurtenant thereto or any part thereof through under or in trust for the Owners/Vendors or the Promoter shall and will from time to time and at all times hereafter at the request and cost of the Allottee make do and execute or cause to be made done and executed all such further lawful acts deeds or things whatsoever for further better or more perfectly assuring the Said Unit And The rights And Properties Appurtenant thereto and every part thereof unto and to the use of the Allottee in the manner as aforesaid as shall or may be reasonably required.
- g. The Owners/Vendors and the Promoter have not at any time done or executed or knowingly suffered or been party to any act deed or thing whereby and the Said Unit And the Rights And Properties Appurtenant thereto hereby granted transferred and conveyed or

expressed so to be or any part thereof is can or may be impeached encumbered or affected in title or otherwise.

- h. The Promoter doth hereby further covenant with the Allottee that unless prevented by fire or some other irresistible force shall from time to time and at all times hereafter upon every reasonable request and at the costs of the Allottee shall produce or cause to be produced to the Allottee or to his/her/its attorneys or agents at or before any trial examination or commission for inspection or otherwise as occasion shall require the title deeds in connection with the Said Unit and also shall at the like request and costs of the Allottee deliver to the Allottee such attested or other true copies or extracts therefrom as the Allottee may require and will in the meantime unless prevented as aforesaid keep the same un-obliterated and un-cancelled.

AND THE ALLOTTEE SHALL TO THE END AND INTENT THAT THE OBLIGATIONS AND COVENANTS HEREINAFTER CONTAINED SHALL AT ALL TIMES HEREAFTER RUN WITH THE OWNERSHIP AND POSSESSION OF THE SAID UNIT AND THE RIGHTS AND PROPERTIES APPURTENANT THERETO HEREBY CONVEYED HEREBY COVENANT WITH THE OWNERS/VENDORS AND THE PROMOTERS AS FOLLOWS:

- a. To observe, perform, comply with and fulfill the obligations, covenants and conditions on his/her/its/their part to be observed and performed contained in the Application Form, the Booking Confirmation Letter and the Agreement for Sale as part and parcel of these presents.
- b. To become member and/or share holder, as the case may be, of the Unit Owners Association, upon its formation, without raising any objection whatsoever and also co-operate with the Holding Organisation to be formed as be deemed necessary and expedient by the Promoters and also abide by all the rules and regulations restrictions and bye-laws as be framed and/or made applicable by the Promoters and/or the holding Organisation for the common purposes and shall also sign and execute all papers, documents and applications for the purpose of formation of the Holding Organisation and to do all the necessary acts deed and things.
- c. Not to hold the Promoter liable for rendering any accounts or explanation of any expenses incurred by it in its acts relating to the Common Purposes or to furnish any vouchers, bills, documents etc. in any manner and the Allottee as well as the Holding Organisation shall remain liable to indemnify and keep indemnified the Promoters and/or any person or persons nominated, appointed and/or authorized by the Promoters for all liabilities due to non-fulfillment of

their respective obligations contained herein by the Allottee and/or the Holding Organisation.

**THE FIRST SCHEDULE ABOVE REFERRED TO
(THE PROJECT)**

ALL THAT piece and parcel of land admeasuring 4 Cottahs 7 Chittacks and 10 Square Feet lying and situated at 9, Gokul Boral Street under Block No: 7, Holding No: 247 under Central Division, P.O: Bowbazar, P.S: Muchipara, Kolkata: 700012, Assessee No: 110511000063 within the limits of Ward No: 51, Borough No: VI, Kolkata Municipal Corporation and mutated their names in the records of the Kolkata Municipal Corporation butted and bounded as follows:

On the North : Premises No. 81, Dhiren Dhar Sarani
On the South : Gokul Boral Street
On the East : 11, Gokul Boral Street
On the West : Bancharam Akrur Lane/ Dhiren Dhar Sarani

**THE SECOND SCHEDULE ABOVE REFERRED TO
(THE SAID UNIT)**

ALL THAT the Unit No.____ on the ____ Floor of the Building admeasuring ____ Sq.Ft (Carpet Area/Chargeable Area) corresponding to ____ Sq.Ft (Built Up Area) and ____ Sq.Ft (Super Built Up Area) in the project named "SWAPNONEER" under construction on the Land mentioned in the First Schedule demarcated in the floor plan annexed hereto and externally bordered in **RED** and marked **ANNEXURE-2 Together with** the right to use ____ Car Parking Space Covered(Dependent/Independent) located on the Ground Floor of the Building and pro-rata share in the Common areas.