

DEED OF CONVEYANCE

THIS DEED OF CONVEYANCE made this day of , Two Thousand Twenty Four (2024):

BETWEEN

SRI SUMANTA DAS (PAN- AHRPD5435E Aadhaar No. 700900161453), son of Late Sudhir Chandra Das, by faith-Hindu, by Nationality-Indian, by occupation- Self Employed residing at 252A, Ramakrishna Pally, P.O.- Sonarpur, P.S. – Sonarpur now Narendrapur, Kolkata-700150, District –South 24 Parganas, hereinafter jointly called and referred to as **“LAND OWNER / FIRST PARTY”** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his heirs, executors, administrators, legal representatives and assigns) of the **FIRST PART**. Represented by his Constituted Attorney **M/s SKYLINE BSDS CONSTRUCT PRIVATE LIMITED (CIN No. U45400WB2011PTC169800)** a company incorporated under the provisions of the Companies Act, (1956/ 2013, as the case may be), and having its registered office at 633, Ramkrishna Pally, Sonarpur, Kolkata – 700150, and its corporate office at 633, Ramkrishna Pally, Sonarpur, Kolkata – 700150 (PAN - AAQCS6468M), represented by its authorized signatory **SRI. SANJIB BOSE (PAN- AIZPB5960H), (Aadhar No. 371816392380)** son of Late Narendra Mohan Bose, by faith-Hindu, by nationality- Indian, by occupation- Business, residing at AT-189, Sonargaon Housing society, Gate No. – III, Narendrapur Station Road, Tegharia, Sonarpur, P.S. - Narendrapur, Kolkata-700150, authorized vide board resolution dated 17/03/2022 (Vide Book No. I, Volume No. 1630-2022, pages 91842 to 91908, Deed No. 163002113 for the year 2022).

AND

M/s SKYLINE BSDS CONSTRUCT PRIVATE LIMITED (CIN No. U45400WB2011PTC169800) a company incorporated under the provisions of the Companies Act, (1956/ 2013, as the case may be), and having its registered office at 633, Ramkrishna Pally, Sonarpur, Kolkata – 700150, and its corporate office at 633, Ramkrishna Pally, Sonarpur, Kolkata – 700150 (**PAN - AAQCS6468M**), represented by its Directors **(1) SRI SANJIB BOSE (PAN- AIZPB5960H, Aadhar No. 371816392380)**, son of Late Narendra Mohan Bose, by faith Hindu, by occupation – Business, residing at AT-189, Sonargaon Housing society, Gate No. – III, Narendrapur Station Road, Tegharia, Sonarpur, P.S.- Narendrapur, Kolkata-700150, **(2) SRI DEBADIDEV GAYEN (PAN- AIKPG8569L, Aadhaar No. 9330 4193 5124)**, son of Late Satya Ranjan Gayen, by faith Hindu, by occupation Business, residing at Ramkrishna Pally, P.O. & P.S.- Sonarpur, Kolkata - 700150, **(3) SMT. MITHU BOSE (PAN- AIZPB5961G, AADHAAR No. 242269140051)**, wife of Sri. Sanjib Bose, by faith Hindu, by occupation -Housewife, residing at AT-189, Sonargaon Housing society, Gate No. – III, Narendrapur Station Road, Tegharia, Sonarpur, P.S.- Narendrapur, Kolkata-700150, and **(4) SMT. BULA GAYEN (PAN- BIZPG1970R)**, wife of Sri. Debadidev Gayen, by faith Hindu, by occupation Housewife, residing at Ramakrishna Pally, P.O. - Sonarpur, P.S. - Narendrapur, Kolkata-700150, represented by its authorized signatory **SRI. SANJIB BOSE (PAN- AIZPB5960H), (Aadhar No. 371816392380)** son of Late Narendra Mohan Bose, by faith-

Hindu, by nationality- Indian, by occupation- Business, residing at AT-189, Sonargaon Housing society, Gate No. – III, Narendrapur Station Road, Tegharia, Sonarpur, P.S.- Narendrapur, Kolkata-700150, authorized vide board resolution dated 17/09/2022 hereinafter referred to as the “**DEVELOPER**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include, its successor(s)-in-interest, and assigns) of the **SECOND PART**.

AND

..... (**PAN-, Aadhaar No.**), son of, by faith- Hindu, by nationality- Indian, by occupation-, residing at Vill & P.O.-....., P.S.-, Dist.-, Pin –, hereinafter called and referred to as the “**PURCHASER**” (which expression shall unless excluded by or repugnant to the context be deemed to include his heirs, executors, administrators, legal representatives and assigns) of the **THIRD PART**.

(In this Deed of Conveyance unless it shall be contrary or repugnant and subject to the context and terms or expression):

1. **OWNER** shall mean **SRI SUMANTA DAS (PAN-AHRPD5435E Aadhaar No. 700900161453)**, son of Late Sudhir Chandra Das, by faith-Hindu, by Nationality-Indian, by occupation- Self Employed residing at 252A, Ramakrishna Pally, P.O.- Sonarpur, P.S. – Sonarpur now Narendrapur, Kolkata-700150, District –South 24 Parganas.

2. **DEVELOPER** shall mean **M/s SKYLINE BSDS CONSTRUCT PRIVATE LIMITED (CIN No. U45400WB2011PTC169800)** a company incorporated under the provisions of the Companies Act, (1956/ 2013, as the case may be), and having its registered office at 633, Ramkrishna Pally, Sonarpur, Kolkata – 700150, and its corporate office at 633, Ramkrishna Pally, Sonarpur, Kolkata – 700150 (**PAN - AAQCS6468M**), represented by its Directors**(1) SRI SANJIB BOSE (PAN- AIZPB5960H, Aadhar No. 371816392380)**, son of Late Narendra Mohan Bose, by faith Hindu, by occupation – Business, residing at AT-189, Sonargaon Housing society, Gate No. – III, Narendrapur Station Road, Tegharia, Sonarpur, P.S.- Narendrapur, Kolkata-700150, **(2) SRI DEBADIDEV GAYEN (PAN- AIKPG8569L, Aadhaar No. 9330 4193 5124)**, son of Late Satya Ranjan Gayen, by faith Hindu, by occupation Business, residing at Ramkrishna Pally, P.O. & P.S.- Sonarpur, Kolkata - 700150, **(3) SMT. MITHU BOSE (PAN- AIZPB5961G, AADHAAR No. 242269140051)**, wife of Sri. Sanjib Bose, by faith Hindu, by occupation -Housewife, residing at AT-189, Sonargaon Housing society, Gate No. – III, Narendrapur Station Road, Tegharia, Sonarpur, P.S.- Narendrapur, Kolkata-700150, and **(4) SMT. BULA GAYEN (PAN- BIZPG1970R)**, wife of Sri. Debadidev Gayen, by faith Hindu, by occupation Housewife, residing at Ramakrishna Pally, P.O. - Sonarpur, P.S. - Narendrapur, Kolkata-700150, represented by its authorized signatory **SRI. SANJIB BOSE (PAN- AIZPB5960H), (Aadhar No. 371816392380)** son of Late Narendra Mohan Bose, by faith-Hindu, by nationality- Indian, by occupation- Business, residing

at AT-189, Sonargaon Housing society, Gate No. – III, Narendrapur Station Road, Tegharia, Sonarpur, P.S.- Narendrapur, Kolkata-700150, District – South 24 Parganas, authorized vide board resolution dated 01/07/2021, and its, executors, administrators, successor-in-office, legal representatives and assigns.

3. **PURCHASER** shall mean (**PAN-....., Aadhaar No.**), son of, by faith-Hindu, by nationality- Indian, by occupation-, residing at Vill & P.O.-....., P.S.-, Dist.-, Pin –, including his heirs, executors, administrators, legal representatives and assigns.

4. **LAND** shall mean **ALL THAT** piece and parcel of land measuring 5 Cottahs 1.5 Chittacks in Mouza - Nischintapur, J.L. No.53, Pargana- Medanmallah, P.S.- Sonarpur at present Narendrapur, comprising in R.S. Dag No. 64, 136 & 166, L.R. Dag No. 145, R. S. Khatian No.27 & 44, L.R. Khatian No. 1902, being plot No. 263 Ramkrishna Pally. under Ward No.08 of Rajpur- Sonarpur Municipality, Kolkata-700150, in the District of South 24 Parganas, West Bengal, more fully and particularly described in the **FIRST SCHEDULE** hereunder written.

5. **BUILDING** shall mean the multi storied building which the Developer has been constructing on the said Premises as per plan sanctioned by the Rajpur- Sonarpur Municipality.

5. (a). **FLAT/UNITS** shall mean the flats and/or other spaces in the said building intended to be and/or capable of being exclusively occupied but shall not include any vehicles parking space cars, two wheeler and three wheelers) unless specified

separately.

5.(b) **THE SAID FLAT/UNIT** shall mean the flat and/or other space and all fittings and fixtures as detailed in Second Schedule herein and the Purchaser's proportionate undivided share in the Land and the common areas/portions of the Premises as set out in the Third Schedule hereinafter written.

6. **PARKING SPACE** shall mean open or covered space reserved in the land for parking of medium size motorcars or mechanized two wheelers and three wheelers if so mentioned.

7. **ARCHITECT** shall mean such person /firm/ Company whom the Developer may appoint from time to time as the Architect for the said building.

8. **THE PLAN** shall mean the plan, elevation, design, drawings, specifications of the said building as prepared by the Architect and as sanctioned by the Rajpur- Sonarpur Municipality vide Sanction Plan No. **SWS-OBPAS/2207/2022/1742 dated 22/12/2022.**

9. **CO-HOLDERS** shall according to its context, mean all persons who have agreed to hold flats, Flat/Units in the said building including the Developer for the Flat/Units not transferred or agreed to be transferred.

10. **COMMON PORTIONS** shall mean all common areas driveways erection, constructions and installations, comprise in the 'Building¹ mentioned in the Third Schedule herein and expressed or intended by the Land owner / Developer for the common use and enjoyment of the Co-holders.

11. **DEVELOPMENT AGREEMENT** shall mean the Agreement dated 31/03/2022 between the Owner of the One Part and The

Developer of the other part.

12. **COVERED AREA** shall according to its context mean the plinth area of the said Flat/Unit or all the Flat/Units in the building including the bath room and balcony or attached terrace and also the thickness of the boundary walls internal walls, and pillars PROVIDED THAT if any wall be common between the two flats/Flat/Units, then half of the area under such wall shall be included in each such Flat/Unit.

13. **ASSOCIATION** shall mean the association by and of the holders of flats/Flat/Units of the building, Land owner / Developer by the Owner to be formed under relevant law of the land for common purposes.

WHEREAS the First Part herein is owner of **ALL THAT** piece and parcel of the Danga land measuring more or less 2 Cottahs 1.5 Chittacks situate and lying at Mouza - Nischintapur, J.L. No.53, Pargana- Medanmallah, P.S.- Sonarpur at present Narendrapur, comprising in R.S. Dag No. 64, 136 & 166, L.R. Dag No. 145, R. S. Khatian No.27 & 44, L.R. Khatian No. 556, under Ward No.08 of Rajpur- Sonarpur Municipality, Kolkata-700150, District-South 24-Parganas, more fully described in the Schedule hereunder by way of inheritances from his mother Minati Das who was purchased the above mentioned land by virtue of a Deed of Conveyance executed on 28.08.1981 from Dr. Sushil Dasgupta. The said Deed of Conveyance has been duly registered before S.R. Sonarpur and recorded in Book No.I, Volume No. 62, pages 260 to

263, being Deed No. 4290 for the year 1981.

AND WHEREAS said Minati Das and her husband Sudhir Chandra Das both have been died leaving behind their one daughter Sumana Das and one son Sudhir Sumanta Das as their legal heirs and successors.

AND WHEREAS said Smt. Sumana Das, daughter of Late Minati Das and Late Sudhir Chandra Das transferred and gifted her share by virtue of a Deed of Gift dated 25.03.2022 being Deed No. 4718 for the year 2022 in favour of Sri Sumanta Das.

AND WHEREAS Sri Sumanta Das land owner herein is now owner of land measuring 2 khata 1½ Chittaks by virtue of inheritance and by said Gift Deed.

AND WHEREAS and Sri Sumanta Das land owner herein by virtue of a Deed of Conveyance dated 28.03.2022 being No. 4801 for the year 2022 also purchased all that adjacent land measuring 3 Cottahs from Sri Kamal Roy Chowdhury, Smt. Jaya Roy Chowdhury and Sri Bishnupada Roy Chowdhury all are legal heirs of Narayan Chowdhury.

AND WHEREAS thus Sri Sumanta Das land owner herein is now owner of land measuring 5 Khata 1½ Chittaks in Mouza - Nischintapur, J.L. No.53, Pargana- Medanmallah, P.S.- Sonarpur at present Narendrapur, comprising in R.S. Dag No. 64, 136 & 166, L.R. Dag No. 145, R. S. Khatian No.27 & 44, L.R.

Khatian No. 556, under Ward No.08 of Rajpur- Sonarpur Municipality, Kolkata-700150, District-South 24-Parganas.

AND WHEREAS said Sumanta Das mutated his name is Rajpur- Sonarpur Municipality being Holding No. 4788, Ward No. 8, and also mutated his name in B.L & L.R. O being L.R. Khatian No. 1902, and paid taxes regularly and also is enjoying the property with free from all sorts of encumbrances.

AND WHEREAS Sumanta Das, landowner herein also converted the said land from **DANGA** to **BASTU** vide case no. **CN/2022/1615/5481**, dated **18/11/2022**.

AND WHEREAS the Owner/Vendor is being desirous of developing and exploiting commercially the said property and entered into a registered Agreement along with Power of Attorney dated 31/03/2022 Registered as document being No. 163002113 for the year 2022, Book No. – I, Volume No. 1630-2022, Pages from 91842 to 91908 at the office of the D.S.R. V, Alipore, South 24 Parganas with Developer and constructing a new G + IV storied building thereon in accordance with the building plan to be sanctioned by the Rajpur - Sonarpur Municipality.

AND WHEREAS the Developer has prepared a Building plan for the said premises and has submitted the same to the Rajpur - Sonarpur Municipality for sanction and the Rajpur- Sonarpur Municipality accorded its sanction Plan No. **SWS-OBPAS/**

2207/2022/1742 dated 22/12/2022 and constructed a G+IV storied building over the said land in accordance with the said plan.

AND WHEREAS the Purchaser is desirous of owning one Flat being No. ..., on the of the Floor measuring Super Built - up area of sq. ft. (carpet area sq.ft. and built up area sq.ft.) consisting of 2 Bed Rooms, 1 living cum dining cum drawing room, 1 Kitchen, 1 Toilet, 1 W.C. and 1 balcony of the newly constructed building namely “**UDBODHAN**” together with right, title, interest in undivided proportionate share in land attributed to the flat in a newly constructed building the limits known as Scheme Plot No. 263, Ramkrishna Pally, Holding No. 4788, Ward no. – 8, under Rajpur Sonarpur Municipality, P.S.- Sonarpur at present Narendrapur, Road Zone Mission Pally road, Kolkata 700150 in the District of South 24 Parganas, West Bengal, more fully described in Second Schedule as mentioned and described hereunder written and herein after referred to as the said Unit.

AND WHEREAS being approached by the Purchaser the Land owner / Developer herein have agreed to sell and the Purchaser have agreed to purchase the said Unit along with undivided proportionate share in the said land fully described in Second Schedule herewith along with the proportionate undivided share in common areas as detailed in the Third Schedule hereunder written at the total consideration amount of **Rs...../- (Rupees)** only and an Agreement for Sale has been executed by and between the parties herein.

NOW THIS INDENTURE WITNESSETH that in pursuance of the said Agreement for Sale and in consideration of the sum of total **Rs...../- (Rupees)** **only** towards the cost of land and the cost of construction of flat to the Developer before the execution of these presents (the receipt whereof the Developer do hereby and also by the received here under written admit and acknowledge) and the Vendor and the Developer do hereby absolutely and indefeasibly grant, sell, conveys, transfer assign and assure **ALL THAT** Flat No., on the of the Floor measuring Super Built - up area of sq. ft. (carpet area sq.ft. and built up area sq.ft.) consisting of 2 Bed Rooms, 1 living cum dining cum drawing room, 1 Kitchen, 1 Toilet, 1 W.C. and 1 balcony of the newly constructed building namely **“UDBODHAN”** together with right, title, interest in undivided proportionate share in land attributed to the flat in a newly constructed building the limits known as Scheme Plot No. 263, Ramkrishna Pally, Holding No. 4788, Ward no. – 8, under Rajpur Sonarpur Municipality, P.S.- Sonarpur at present Narendrapur, Road Zone Mission Pally Road, Kolkata 700150 in the District of South 24 Parganas, West Bengal, together with proportionate share of and interest in the said land and the common portions areas in common with other co Owner of flat in the said building more fully and particularly described in the Second Schedule hereto and the Vendor and developer confirms and reversion or reversions remainder or remainders and the rents issues and profits of and in connection with the said undivided share in the said land and the said flat

and all the estate, right, title and interest, property claim and demand whatsoever of the Vendor into out of or upon the said undivided share in the said land and the said flat and all other benefits, rights, herein comprised and hereby granted, sold, conveyed, transferred, assigned and assured or expressed or intended so to be and every part or parts thereof respectively **TOGETHER WITH** his and every of his respective rights, liberties and appurtenances whatsoever to the unto the purchase free from all encumbrances, trusts, charges, liens and attachments whatsoever **AND ALSO TOGETHER WITH** all easement or quasi easements and other stipulations and provisions in connection with the beneficial use and enjoyment of the undivided share in the said land and the said flat and in common with other co-Owner of the building **TO HAVE AND TO HOLD** the said undivided share in the said land and the said flat and all other benefits, privileges and rights hereby granted, sold, conveyed, transferred, assigned and assured and every part or parts thereof absolutely and forever and subject to the Purchaser covenant contained hereunder written **AND ALSO** subject to the Purchaser paying and discharging all taxes and impositions on the said flat wholly and the common expenses proportionately and all other outgoing in connection with the said flat wholly and the said building and the said land in particular and the common portions proportionately with effect from the date of possession.

THE VENDOR AND DEVELOPER DO HEREBY COVENANT WITH THE PURCHASER AS FOLLOWS:-

1) The interest which the Vendor and developer both thereby profess to transfer subsists and that the Vendor had good right, full power absolute authority and indefeasible title to grant, sell, convey, transfer assign and assure unto the Purchaser the said undivided share of the land together with the benefits and rights in the manner aforesaid and the Vendor have not any time hereto before done omitted, committed knowingly suffered or been partly to any act deed or thing whereby the said unit or any part thereof may be impeached and encumbered or whereby the Vendor may be prevented from granting selling conveying transferring assigning or assuring the said unit together with the benefits and rights hereby granted unto the Purchaser.

2) It shall be lawful for the Purchaser from time to time and at all times hereafter to quietly enter into and upon and to hold use and enjoy the said flat and every part thereof and to receive, rents, issues and profits thereof without any interruption disturbances claim or demand whatsoever from or by the Vendor and developer or any person or persons claiming through under or in trust for them or any of them and freed discharged and cleared from or otherwise by the Vendor and developer stated harmless and indemnified against all manner or encumbrances whatsoever created occasioned or made by the Vendor save only these as are expressly mentioned therein.

3) The Vendor and developer and every person or persons having or lawfully claiming any estate, right, title or interest into

or upon the said land through under or in trust for them or any of them shall and will from time to time and at all times hereafter upon every reasonable request and at the cost of the Purchaser made do acknowledge execute and perfect all such further and or other lawful and reasonable acts, deeds, matters and things whatsoever for further better and more perfectly assuring the said unit and rights hereby granted and sold unto the Purchaser and in the manner aforesaid.

THE PURCHASER DOTH HEREBY COVENANT WITH THE VENDOR as follows:-

1) To observe fulfill and perform the covenants hereunder written including those for the common purposes mentioned and described in the third Schedule hereunder written and shall regularly and punctually pay and discharge all taxes and expenses and all other outgoings in connection with the said land and the building and in particularly the common portions proportionately from the date of possession.

FIRST SCHEDULE ABOVE REFERRED TO

ALL THAT piece and parcel of land measuring 5 Cottahs 1.5 Chittacks along with G+IV storied building namely “**UDBODHAN APARTMENT**” standing thereon in Mouza - Nischintapur, J.L. No.53, Pargana- Medanmallah, P.S.- Sonarpur at present Narendrapur, comprising in R.S. Dag No. 64, 136 & 166, L.R. Dag No. 145, R. S. Khatian No.27 & 44, L.R. Khatian No. 1902,

being plot No. 263 Ramkrishna Pally. under Ward No.08 of Rajpur- Sonarpur Municipality, Kolkata-700150, in the District of South 24 Parganas, West Bengal, the said land is butted and & bounded by: -

On the North : Land of Sri Arun Roy

On the South : 50' wide Mission Pally Road.

On the East : Land and House of Smt. Sampa Kundu

On the West : Plot No. 262 Ramkrishna Pally.

THE SECOND SCHEDULE ABOVE REFERRED TO
(FLAT)

ALL THAT one self contained, residential flat, being **Flat No.**, on the **of the Floor** measuring **Super Built - up area of sq. ft. (carpet area sq.ft. and built up area sq.ft.)** consisting of 2 Bed Rooms, 1 living cum dining cum drawing room, 1 Kitchen, 1 Toilet, 1 W.C. and 1 balcony of the newly constructed building namely “**UDBODHAN**” together with right, title, interest in undivided proportionate share in land attributed to the flat in a newly constructed building the limits known as Scheme Plot No. 263, Ramkrishna Pally, Holding No. 4788, Ward no. – 8, under Rajpur Sonarpur Municipality, P.S.- Sonarpur at present Narendrapur, Road Zone Mission Pally Road, Kolkata 700150 in the District of South 24 Parganas, West Bengal, with enjoyment of common rights, benefits facilities and easement attributable to the flat. The said flat hereby delineated in border **RED** in the **MAP** or

PLAN annexed herewith to be treated as a part of this Deed.

THE THIRD SCHEDULE ABOVE REFERRED TO
(COMMON AREAS)

1. Staircase on all floors, staircase landing on all floors, lift & Lift well.
2. Common passage from the main road to the Building.
3. Water pump, underground water tank and other plumbing installation and overhead tank.
4. Drainage and sewers and septic tank and septic pit.
5. Boundary walls and main gates.
6. Such other fittings and fixtures which are being used commonly for the common purposes or needed for using the individual facilities/amenities.
7. Electrical Power Transformer.
8. Roof (Terrace), mummy room, security room, security toilet and meter room.

THE FOURTH SCHEDULE ABOVE REFERRED TO
(COMMON EXPENSES)

1. The expenses of maintaining, repairing, redecorating, renewing the main structure roof and in particular the drainage system sewerage system, rain water discharge arrangement, water electricity supply system to all common areas mentioned in **THIRD SCHEDULE** hereinbefore.
2. The expenses of repairing, maintaining, painting the main structure outer walls and common areas of the Building.
3. The costs of cleaning and lighting the entrance of the Building and the passage and spaces around the Building lobby, staircase and other common areas.
4. Salaries of all persons and other expenses for maintaining the said building.
5. Municipal taxes, water taxes, insurance premium and other taxes and other outgoings whatsoever as may be applicable and/or payable as the said building.
6. Such other expenses as may be necessary for or incidental in the maintenance and upkeep of the premises and the common facilities and amenities.

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands on the day, month and year first above written.

SIGNED, SEALED & DELIVERED

By the parties at Kolkata in the
Presence of:

WITNESSES:

1.

**SIGNATURE OF THE LAND OWNER/
VENDOR**

2.

SIGNATURE OF THE DEVELOPER

SIGNATURE OF THE PURCHASER

Drafted by me:

Advocate
Alipore Judges Court
Kolkata – 700027

MEMO OF CONSIDERATION

RECEIVED of and from within named Purchaser the within mentioned sum of **Rs...../- (Rupees)** only being the earnest consideration money out of Total consideration money mentioned above as per Memo below.

MEMO

<u>Sl. No.</u>	<u>Cheque / Draft No.</u>	<u>Dated</u>	<u>Drawn on</u>	<u>Amount (Rs.)</u>
1.			 Br.	0,00,000.00
2.			 Br.	0,00,000.00
3.			.	
4.				
5.				
6.				
7.				
Total:				Rs.00,00,000/-

(Rupees) only

WITNESSES:

1.

SIGNATURE OF THE DEVELOPER

2.