

DEED OF CONVEYANCE

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

BETWEEN

1) Smt Manju Surana, Wife of Sri Bijay Singh Surana, by faith – Hindu, by occupation – Housewife, residing at C/O Shreechand Jain, 21/1, Ramlal Mukherjee Lane, P.S. Golabari, Dist. Howrah – 711106, **(2) Smt Sumitra Patel**, Wife of Sri Hasmukh Patel, by faith – Hindu, by occupation – Business, residing at 13/3, Dr. P.K. Banerjee Road, Howrah – 711101, **(3) Sri Santosh Kumar Sharma**, Son of late Satya Narayan Sharma, by faith – Hindu, by occupation – Retired, residing at 51, Kali Kumar

Mukherjee Lane Howrah – 711102, **4) Sri Sanwarmal Agarwal**, Son of Late Nandlal Agarwal, by faith – Hindu, by occupation – Business, residing at 459, G.T. Road (S), P.S. Shibpur, Dist. Howrah, **(5) M/S Jai Narayan Developers Pvt. Ltd**, represented by its Director Sri Ramesh Kumar Gupta, Son of Sri Ramswarup Gupta, by faith – Hindu, by occupation – Business, having its registered office at 13/1, Ganguly Lane, Kolkata – 700007 **(6) M/S Tewari Brothers Mithaiwala Pvt. Ltd**, represented by its Director Sri Ramlal Tewari, Son of Sri Laxmikant Tewari, by faith – Hindu, by occupation – Business, having its registered office at 3A, Jagmohan Mullick Lane, Kolkata – 7, **(7) Sri Sadananda Dhara**, Son of Late Jahar lal Dhara, by faith – Hindu, by occupation – Business, residing at 24/2, Joy Narayan Babu Ananda Dutta Lane, P.S. Bantra, Howrah – 711101, & **(8) Sri Soumitra Shankar Shome**, Son of Late Samarendra Nath Shome, by faith – Hindu, By Nationality – Indian, by occupation - Service, residing at 3/4 Baje Shibpur 2nd bye Lane, Howrah – 711102, represented by their duly constituted Attorney **M/S SHREE SALASAR BUILDCON**, a Partnership Firm represented by one of its Partner **SRI. RAVI SHARMA**, Son of Sri Bhanwarlal Sharma, by faith – Hindu, By Nationality – Indian, By occupation – Business, having its office at Ganges Garden, Block – B 3, ground floor, Flat No. B (X) 106, Kiran Chandra Singha Road, Shibpur, Howrah – 711103, hereinafter called the **VENDOR** (which expression shall unless excluded by or repugnant to the context be deemed to include their respective heirs, executors, successors, administrators, legal representatives, transferees, nominees and assigns) of the **FIRST PART**.

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hereinafter called the **PURCHASER** (which expression shall unless excluded by or repugnant to the context be deemed to include his/her/their heirs,

executors, successors, administrators, legal representatives, transferees, nominees and assigns) of the **SECOND PART**.

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M/S SHREE SALASAR BUILDCON, a Partnership Firm represented by one of its Partner **SRI. RAVI SHARMA**, Son of Sri Bhanwarlal Sharma, by faith – Hindu, By Nationality – Indian, By occupation – Business, having its office at Ganges Garden, Block – B 3, ground floor, Flat No. B (X) 106, Kiran Chandra Singha Road, Shibpur, Howrah – 711102, hereinafter referred to as the **DEVELOPER** (which expression shall unless excluded by or repugnant to the context be deemed to include his respective heirs, executors, successors, administrators, legal representatives, transferees, nominees and assigns) of the **THIRD PART**.

WHEREAS the vendors of the First Part are the absolute Owners and occupiers and seized and possessed of or Otherwise sufficiently entitled to all that piece and parcel of Bastu Land having mokrari mourashi interest in the same measuring 23(Twenty-three) Cottah 03 (Three) Chittack 36 (Thirty-Six) Sq.feet situated at Howrah Municipal Corporation Holding No. 3/2/2, Baje Shibpur 2nd Bye Lane, Ward No. 32 and recorded in R.S Dag No. 22,23 & 26 under R.S. Khatian No. 28, J.L. No. 1, Sheet No. 67, P.S. & Mouza Shibpur, Dist. Howrah, which has been allotted in the name of the Vendors herein by virtue of different registered Deed of Conveyance and they have go to their mutated in the records of Howrah Municipal Corporation and amalgamated both the allotments in one holding and accordingly they jointly used and possessed of the same and enjoyed all rents profits and usufructs peacefully without any interruption, interference, objection and obstruction from any corner whatsoever.

AND WHEREAS the property was surveyed by a competent empanelled Engineer of Howrah Municipal Corporation and the area of the land in question found

measuring 23 (Twenty three) Cottah 03 (Three) Chittack 36(Thirty - six) Sq.feet and the owners were in physical possession thereof and referred to as the "**SAID PROPERTY**"

AND WHEREAS the Owners/Vendors herein being desirous to sale the said property by construction of multistoried masonry building entered into a Registered Development Agreement with M/S Shree Salasar Buildcon on 30th May, 2016 and the owner entrusted the Developers for doing all such as would be required for Building Construction by virtue of a Development Power of Attorney executed on same day i.e. 30th May, 2016 also.

AND WHEREAS M/S SHREE SALASAR BUILDCON will be constructed the multistoried building over the said plot of land under First Schedule as per Sanctioned Plan BRC NO. 349/19-20 and the building is under construction and enjoying part thereof in good habitable condition as described in the SECOND SCHEDULE hereunder containing several self-contained flats/units and other spaces therein ;

AND WHEREAS the Vendors have decided and declared to sell the flat/space those are built and described in the Second Schedule hereunder with the confirmation of the developer as per Development Agreement & Power of Attorney.

AND WHEREAS the purchaser (s) herein has/have taken inspection of the abstracts of title of the vendors/Owners and also the said sanctioned plan and made themselves/himself fully conversant with the conversant with the contents hereof and have fully satisfied as to the title of the Vendors/Owners and meaning purport and spirit of the Agreement for sale as aforesaid in full;

AND WHEREAS the above named purchaser hereto being interested booked a residential flat on _____ **Being No.** _____ measuring about _____ **Sq.feet** Carpet area, _____ **Sq. feet** (including super built – up area) on the _____ **floor** of the project **TRINETRA** at the premises No. 3/2/2, Baje Shibpur 2nd Bye Lane, Ward No. 32, P.S. Shibpur, Dist. Howrah – 711102, more fully and particularly described in the '**B**' **Schedule** herein below and hereinafter called "**Said Flat**" free from all encumbrances together with undivided proportionate share in the land and common right over common passages/common areas and the Vendors/Developer have accepted the proposal and have agreed to sale said flat at **Rs.** _____ **/- per Sq.feet excluding GST** amounting total consideration of **Rs.** _____ **/- (Rupees _____) only** as the total consideration amount.

NOW THIS INDENTURE WITNESSETH AS FOLLOWS:-

In pursuance to the Agreement for sale between the Vendor/Developer and the Purchaser herein and in consideration of the sum of **Rs.** _____ **/- (Rupees _____) only** the lawful money of the Union of India well and sufficiently paid by the Purchaser to the Owner/Developer in terms of the said sale Agreement on or before the execution of these presents (the receipt whereof the vendors/Developer doth hereby as well as by the receipt and memo hereunder written admit and acknowledge) and of and from the same and every part thereof Vendor and the Developer at the request of the Purchaser and of and from the same and every part thereof jointly doth hereby acquit discharge exonerate and release the purchaser the said **Flat No.** _____ on the _____ **floor** measuring about _____ **Sq.feet** Carpet area, _____ **Sq. feet** (including super built – up area) **TOGETHER WITH** undivided proportionate variable indivisible impartible share in the Land situated at

3/2/2, Baje Shibpur 2nd Bye Lane, Ward No. 32, P.S. Shibpur, Dist. Howrah – 711102, (particularly described in the **SECOND SCHEDULE**) and attributable to the said Flat hereby granted, sold, conveyed and transferred, the Vendors/Developer doth hereby grant sell convey transfer assign and assure **ALL THAT** undivided proportionate variable indivisible impartible share in land at premises No. 3/2/2, Baje Shibpur 2nd Bye Lane, Ward No. 32, P.S. Shibpur, Dist. Howrah – 711102 (more fully described in the **FIRST SCHEDULE** hereunder written) attributable to the said flat on the Third Floor (hereinafter referred to as the “**SAID SHARE IN THE SAID PREMISES**”) together with all and whatever right title and interest of the Vendor/Developer of and in **ALL THAT** self-contained independent Unit **Flat No. ____** on the ____ **Floor** of Premises No. 3/2/2, Baje Shibpur 2nd Bye Lane, Ward No. 32, P.S. Shibpur, Dist. Howrah – 711102 containing ____ **Sq.feet** carpet area, ____ **Sq. feet** (including super built – up area) fully described in the **SECOND SCHEDULE** hereunder written and hereinafter collectively referred to as the “**SAID FLAT**” **ALSO TOGETHER WITH** undivided proportionate share in the common parts and portion of the said Building more fully and particularly described in the **THIRD SCHEDULE** hereinafter mentioned **AND** the reversion or reversions remainder or remainders **AND** rents issues and profits of the said flat including the said share in the said premises and/or any and every part thereof **AND** all the legal incidence thereof **AND ALL** the estate right title interest inheritance possession use trust property claim and demand whatsoever both at law and equity of the Vendors into or upon and in respect of the said share in the said premises or any and every part thereof herein comprised and hereby sold conveyed granted and transferred **TO HAVE AND TO HOLD** the same and every part thereof unto and to the use of the Purchaser **SUBJECT TO** the Purchaser covenants herein and subject to the terms, covenants, stipulations, conditions and agreements hereunder written

and on the part of the Purchaser/s to be observed and performed as the covenants for the benefits and protection of the premises and binding upon the purchaser/s or the person deriving title to the said share in the said premises as "covenant running with the land" **SUBJECT HOWEVER TO** the Purchaser/s paying to the developer proportionate service charges and maintenance charges and also paying proportionate Municipal and all other rates taxes outgoings and common expenses including those mentioned in the **FOURTH SCHEDULE** hereunder written in connection with the said flat wholly and the building and the said land and in particular the common areas and facilities proportionately **EXCEPTING AND RESERVING** unto the vendors and the Developer.

THE VENDORS/DEVELOPER DOETH HEREBY COVENANT WITH THE PURCHASER/S AS FOLLOWS :-

- a) That notwithstanding any act deed matter or thing whatsoever heretofore done committed or knowingly suffered by the Vendor/Developer to the contrary the Vendor/Developer is lawfully and absolutely seized and possessed of or otherwise well and sufficiently entitled to sell and transferred assign and assure said flat.
- b) That the Vendors/Developer have good right full power and absolute and indefeasible authority to sell assign and transfer the said share in the said premises and **SAID FLAT** and every part thereof unto and to the use of the Purchaser/s in the manner aforesaid and according to the true intent and meaning of these presents.
- c) That it shall be lawful for the Purchaser at all times hereafter peaceably and quietly to enter into and upon the said flat and to hold occupy and enjoy the said flat forever subject to the terms, conditions and covenants

contained herein and to receive the rents issues and profits in respect of the said Flat including the said share in the said premises without any lawful eviction interruption hindrance disturbance claim or demand whatsoever from or by the Vendor/Developer of any person or persons having or lawfully or equitably claiming any estate right title and interest whatsoever in the said flat including the said share in the said premises from under through or in trust for the Vendor/ Developer **AND** free and clear and freely and clearly and absolutely acquitted exonerated and discharged against all charges lispendences and encumbrances whatsoever made done executed or knowingly suffered by the Vendor/Developer.

- d) That the Vendor/Developer and all persons having or lawfully or equitably claiming any estate right title or interest whatsoever in the said Flat including the said share in the said premises from through under or in trust for the Vendors/Developer shall and will from time to time and at all times hereafter at the request and costs of the Purchaser do make acknowledge and execute or cause to be done made acknowledged and executed all such further and other acts deeds things and assurances whatsoever for further better and more perfectly assuring the said Flat including the said share in the said premises hereby granted transferred assigned and assured and every part thereof unto and to the use of the purchaser as shall or may be reasonably required.
- e) That the Vendor/Developer shall and will unless prevented by fire or other irresistible accident from time to time and at all times hereafter upon every reasonable request and at the cost of the Purchaser produce or cause to be produced before the Purchaser or his Attorney or Attorneys or Agent or Agents or before any Court, Tribunal, Board,

Authority or firm for inspection or otherwise as occasion shall require the deeds and writings in connection with the said land and/or building here on so long as the same shall remain with the Vendors/Developer and shall also at the like request and costs deliver to the Purchaser such attested or other copies of or extracts there from as Purchaser/s may require **AND** shall and will in the meantime unless prevented as aforesaid keep the said deeds and writings safe un obliterated, un cancelled and un spoilt.

THE PURCHASER DO HEREBY COVENANT WITH THE VENDORS / DEVELOPER AS FOLLOWS :-

- i. The Purchaser shall co-operate with the Vendors/ Developer and the other owner and occupiers of the said premises in the management and maintenance of the building and other acts relating to and concerning with the common purpose and formation of the Association.
- ii. The Purchaser shall/will observe and perform the rules regulations and restrictions from time to time in force for the use and management of the said building and in particular the common areas and facilities.
- iii. The Purchaser shall/will not do anything which may be prejudicial to the soundness and safety of the said premises including the building thereon or any part thereof or may in any way impair any easement or make any material change in the said Flat or any part thereof.
- iv. The Purchaser will/shall use the said Flat for residential or for any other legal purpose only. The purchaser will/shall not use the same for any illegal or immoral purposes.
- v. Till such time the said Flat is being separately assessed by the Howrah Municipal Corporation and separate rate bills being issued, the Purchaser shall regularly and punctually pay proportionate share of the

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municipal rates and taxes/Govt. khajna (L & L.R. Dept.) as assessed by the Howrah Municipal Corporation on the whole building and/or the premises to the Vendors/Developer or the association (upon its formation) within such time as may be prescribed by the Vendor/Developer or the Association. The proportion of the Purchaser in the rates and taxes and also otherwise hereunder be determined by the Vendors/Developer on the basis of the area of each flats in the said building and the purchaser/s shall accept the same. Upon the said Flat being separately assessed by the Howrah Municipal Corporation and separate rate bills being issued, the liability of the Purchaser for payment of his share towards the Municipal rates and taxes of the said flat to the Vendors/Developer or the Association shall determine. The Purchaser shall however, regularly and punctually pay all such rate bill and keep the Vendors and the Association as the case may be indemnified there from.

- vi. It would be obligatory on the Purchaser to make payment of the liabilities herein mentioned to the developer or the Association or Holding Organization in whom the control and management of the building or buildings shall remain vested, in such manner as may be directed by the Developer or the Association or the Holding Organization.
- vii. The Purchaser indemnify to the Vendor that any liabilities in the form of Service Taxes / Vat /Sales Tax or any Central/State/H.M.C Tax on the sale of the said flat which will be the liability of the Vendor will borne by the Purchaser in future as and when the Vendor demand from him.
- viii. The purchaser shall not claim any separation or partition proportionate share in land or in the common areas and facilities.

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**IT IS HEREBY AGREED BY AND BETWEEN THE VENDOR/
DEVELOPER AND THE PURCHASER AS FOLLOWS :-**

- a) Save and except the said Flat and the common areas and facilities described in the **THIRD SCHEDULE** hereto and to receive and enjoy the rents issues and profits thereof, the Purchaser/s will/shall not have any right, title, interest, claim, demand whatsoever or howsoever in respect of other covered or uncovered parts or portions of the said premises.
- b) The roof/terrace of the said building and the open and covered spaces in the ground floor shall remain common and the Purchaser/s shall have the right to use only the Roof/ultimate Roof of the said building but not claim any ownership but however the vendor/developer may construct any further storied over the existing building of course upon getting sanctioned plan.
- c) In case of further construction being made the undivided proportionate indivisible impartible variable share in land shall stand varied and reduced and the Purchaser do hereby accepts such variation which may take place in such event. And the Vendor /Developer may also fix hoarding or mobile Tower on the Roof for which the purchaser shall have no objection at all.
- d) The Vendor and/or Developer shall be entitled to get the building plans revised and/or modified from time to time without any objection from the Purchaser and without any consent from the Purchaser and although not required, the Purchaser doth hereby accord his consent in his behalf.

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SCHEDULE 'A' ABOVE REFERRED TO

ALL THAT piece and parcel of Land measuring a little more or less 23 (Twenty-three) Cottah 03 (Three) Chittack 36 (Thirty-six) Sq.feet situated at Howrah Municipal Corporation Holding No. 3/2/2, Baje Shibpur 2nd Bye Lane, Ward No. 32 and recorded in R.S Dag No. 22, 23 & 26 under R.S. Khatian No. 28, J.L. No. 1, Sheet No. 67, P.S. & Mouza Shibpur, Dist. Howrah with all easements appurtenant thereto and easements over and underneath the property butted and bounded as follows:-

ON THE NORTH	:: Common Passage
ON THE SOUTH	:: Baje Shibpur 2 nd Bye Lane
ON THE EAST	:: 3/3, Baje Shibpur 2 nd Bye Lane
ON THE WEST	:: Property of Minati Shaw

SCHEDULE 'B' ABOVE REFERRED TO

(The said flat proposed to be sold)

ALL THAT piece and parcel of one residential flat **being No. ____** consisting of ____ bed rooms, __ dining cum Kitchen, __ Toilets, __ balcony measuring about _____ Sq. feet (including super built – up area) with ____ Sq.feet Carpet area on the ____ floor of the building namely “**TRINETRA**” situated at holding No. 3/2/2, Baje Shibpur 2nd Bye Lane, Ward No. 32 and recorded in R.S Dag No. 22, 23 & 26 under R.S. Khatian No. 28, J.L. No. 1, Sheet No. 67, P.S. & Mouza Shibpur, Dist. Howrah, inclusive of proportionate indivisible share of land underneath and proportionate share in the common Service and areas, available in the building except roof right together with fixtures and fittings facilities and amenities and easements and appurtenances and butted and bounded as follows:-

ON THE NORTH :

ON THE SOUTH :

ON THE EAST :

ON THE WEST :

THE THIRD SCHEDULE ABOVE REFERRED TO

PART – I

COMMON PARTS:

- a) Staircase.
- b) Lobbies on the Ground Floor and each floor.
- c) Electric wiring, Installation of Meters, Fittings and Fixtures for lighting the staircase Lobby.
- d) Overhead Water Tank from which water is supplied to the Purchaser's Unit with its delivery pipe connected with the said Unit.
- e) Underground water reservoir from which water is supplied to the Overhead water Tank and from which is to be delivered in the Unit.
- f) Septic Chamber, Drainage pipes from the unit to the drains.
- g) Community hall at the roof top.
- h) Lift room on the top of the roof with caretaker room.

PART – II

COMMON PORTIONS:

- 1) Entrance to the said Building from the common passage and driveways in the Ground floor of the **SAID PROPERTY** No. 3/2/2, Baje Shibpur 2nd Bye Lane, P.S. Shibpur, Howrah – 711 102.
- 2) Installations comprised and fitted for common use in the said building
- 3) Machineries and Equipments for the common use of all the Unit holders.
- 4) Installation of electric Meters, Electrical Switches and Plugs.
- 5) Deep tube-well.

- 6) Drive ways and internal paths.
- 7) Drains and sewers from the buildings to the corporation drains.
- 8) Water Pump with Motor and underground water reservoir in the premises with water distribution pipes to the overhead water of the respective buildings and room provided for water pump with motor.
- 9) Boundary walls and Main gate of the building.

THE FOURTH SCHEDULE ABOVE REFERRED TO
(Common expenses / General expenses)

- i. **GENERAL**: All costs and expenses for maintaining, repairing, redecoration and doing all acts, deeds and things which are necessary for maintaining and beautifying the said Buildings. The expenses for maintaining the gutters and water pipes, drains and electric wires of the said Building and used and enjoyed by the purchaser in common with other Purchasers/occupiers and in common with other occupiers of the building and all expenses for maintaining the said Building, main Entrance, Landing, staircases of the Buildings and Boundary walls of the building and the costs of cleaning and lighting the said building and /or back and front space of the building.
- ii) **ASSOCIATION**: All costs and expenses for establishment and incorporation and registration of the Association of the building. Proportionate expenses for the Association will be paid by the Purchaser including the costs of its formation, establishment and registration.
- iii) **OPERATIONAL** : The expenses for day to day maintenance of the building and such expenses to be incurred Association will be borne by the Unit holders proportionately including the salary of the staffs of the Association.

- iv) **RESERVES**: Creation of funds replacement, renovation and/or other periodic expenses.

IN WITNESS WHEREOF, both the parties have put their respective signatures this the day, month and year first above written.

WITNESSES:

SHREE SALASAR BUILDCON

Partner

Signature of the Constituted Attorney
On behalf of Vendor

Signature of the Purchaser

Signature of the Developer

SHREE SALASAR BUILDCON

MEMO OF CONSIDERATION

RECEIVED a sum of Rs. _____/- (**Rupees** _____) **only** from the within named purchasers as total consideration amount against sale of flat mentioned in this Deed of Conveyance.

Chq./ D.D No. (Rs.)	Drawn on	Date	Amount
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TOTAL RS. /-

(Rupees _____) **only**

SHREE SALA.SAR BUILDCON

Partner

**Signature of the Constituted Attorney
On behalf of Vendor**

SHREE SALA.SAR BUILDCON

Signature of the Developer

SHREE SALA.SAR BUILDCON

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