

DEED OF CONVEYANCE

THIS DEED OF CONVEYANCE made this the day of December, 2024, (TWO THOUSAND AND TWENTY FOUR)

BETWEEN

M/s. NIRMAAN UDYOG

Banshodh Biswas
Partner

1. **MR. SHYAMAL CHAKRABORTY**, [PAN : BERPC1937G], [Aadhaar No.3468 8156 8142], son of Late Bhupesh Chakraborty, by faith Hindu, Nationality-Indian, by occupation-Business and 2. **MR. SAMIR CHAKRABORTY** [PAN : AWSPC7648E], [Aadhaar No.4070 3576 5630], son of Late Jogesh Chakraborty, by faith Hindu, Nationality-Indian, by occupation- Business, both are residing at E.P. No.37, Binoy Pally, mailing address 39, Sahid Binoy Basu Road, P.O. Bansdrone, P.S. Regent Park now Bansdrone, Kolkata-700070, District South 24-Parganas, represented by their lawful constituted attorney **M/S. NIRMAAN UDYOG** [PAN : AAGFN1955R], a Partnership firm, having its office postal Address 123, Bansdrone New Govt. Colony, K.M.C. Premises No.59, Bansdrone New Govt. Colony, Kolkata-700070, represented by its existing partners (1) **MR. BUDDHADEB BISWAS**, [PAN : AKGPB8369R], [Aadhaar No.8589 6647 2145], son of Late Narayan Chandra Biswas, by faith Hindu, Nationality Indian, by occupation Business, residing at 181, Bandipur Road, Aurobinda Park, P.O. Purba Putiary, P.S. Regent Park, Kolkata-700093, (2) **MR. SUBRATA ROY** [PAN : AFVPR6154G], [Aadhaar No.3428 3342 8775], son of Late Mukunda Behari Roy, by faith Hindu, Nationality Indian, by occupation Business, residing at 220, Rifle Club Road, P.O. & P.S. Bansdrone, Kolkata-700070 and (3) **MR. NAREN NASKAR** [PAN : AHBPN1913D], [Aadhaar No.7377 2733 6366], son of Late Kanai Naskar, by faith Hindu, Nationality Indian, by occupation Business, residing at Ananda Pally, P.O. & P.S. Bansdrone, Kolkata-700070, District South 24-Parganas, hereinafter referred to as the **VENDORS/FIRST PARTY** (which expression shall unless otherwise repugnant to the context be deemed to mean and include their respective

heirs, executors, successors in interest, legal representatives, administrators and assigns) of the **FIRST PART**.

AND

M/S. NIRMAAN UDYOG [PAN : AAGFN1955R], a Partnership firm, having its office postal Address 123, Bansdrone New Govt. Colony, K.M.C. Premises No.59, Bansdrone New Govt. Colony, Kolkata-700070, represented by its existing partners **(1) MR. BUDDHADEB BISWAS**, [PAN : AKGPB8369R], [Aadhaar No.8589 6647 2145], son of Late Narayan Chandra Biswas, by faith Hindu, Nationality Indian, by occupation Business, residing at 181, Bandipur Road, Aurobinda Park, P.O. Purba Putiary, P.S. Regent Park, Kolkata-700093, **(2) MR. SUBRATA ROY** [PAN : AFVPR6154G], [Aadhaar No.3428 3342 8775], son of Late Mukunda Behari Roy, by faith Hindu, Nationality Indian, by occupation Business, residing at 220, Rifle Club Road, P.O. & P.S. Bansdrone, Kolkata-700070 and **(3) MR. NAREN NASKAR** [PAN : AHBPN1913D], [Aadhaar No.7377 2733 6366], son of Late Kanai Naskar, by faith Hindu, Nationality Indian, by occupation Business, residing at Ananda Pally, P.O. & P.S. Bansdrone, Kolkata-700070, District South 24-Parganas, hereinafter called the **DEVELOPER/CONFIRMING PARTY** [which expression shall unless exclude by or repugnant to the context be deemed to mean and include its successors in office and assigns] of the **SECOND PART**.

AND

1. **MR.** , [PAN], [Aadhaar No.], son of , by faith Hindu, Nationality-Indian, by occupation-Service and 2. **MS.** , [PAN], [Aadhaar No.], daughter of , by faith Hindu, Nationality-Indian, by occupation-Self Employed, both are residing at , P.O , P.S , Kolkata , Dist. , hereinafter jointly called and referred to as the **PURCHASERS/THIRD PARTY** (which expression shall unless otherwise repugnant to the context be deemed to mean and include their respective heirs, executors, successors in interest, legal representatives, administrators and assigns) of the **THIRD PART**.

WHEREAS after the partition of India, a large number of residents of former East Pakistan (now Bangladesh) crossed over and came to the territory of the State of West Bengal from time to time due to force of circumstances beyond their control.

AND WHEREAS the Government of West Bengal offered all reasonable facilities to such persons for residence in West Bengal and a considerable number of such people were compelled by circumstances to use vacant lands in the urban areas for homestead purposes.

AND WHEREAS one Sri Shyamal Chakraborty and Sri Samir Chakraborty as refugees persons displaced from East Pakistan now Bangladesh who had come to use and occupy a piece of homestead land measuring **03 Cottahs 03 Chittacks** more or less, lying and situated at Mouza-Bansdrani, J.L. No.45, E.P. No. 37, in R.S. Plot Nos. 313/2891(P), P.S.-Regent Park now Bansdrani, within the limits of Kolkata Municipal Corporation, Ward No.113, Dist. 24 Pgs.[South] and they approached to the Government of West Bengal for a plot of land for their rehabilitation.

AND WHEREAS the Government of West Bengal with the intent to rehabilitate the refugees from the then East Pakistan (now Bangladesh) acquired land in E.P. No. 37, in R.S. Plot Nos. 313/2891(P), of Mouza-Bansdroni, J.L. No.45, under P.S.-Regent Park now Bansdroni, within the limits of Kolkata Municipal Corporation, Ward No.113, Dist. 24 Pgs.[South], in the Urban area under the provisions of L.D.P. Act, 1948/L.A. Act 1 of 1894 including the plot occupied by the said refugees.

AND WHEREAS thereafter the Governor of the State of West Bengal through R.R. & R Department as 'Donor' therein by a registered Deed of Gift dated 17.02.2012, which was duly registered in the office of the Addl. District Sub Registrar at Alipore, South 24 Parganas and recorded in Book No.I, Volume No.I, Pages 241 to 244, Being Deed No. 00056 for the year 2012, gifted and transferred unto and in favour of said Sri Shyamal Chakraborty and Sri Samir Chakraborty of ALL THAT piece and parcel of a plot of homestead land measuring about **03 Cottahs 03 Chittacks** more or less, lying and situated at Mouza-Bansdroni, J.L. No.45, E.P. No. 37, in R.S. Plot Nos. 313/2891(P), P.S.-Regent Park now Bansdroni, within the limits of Kolkata Municipal Corporation, Ward No.113, Dist. 24 Pgs.[South].

AND WHEREAS by virtue of said Gift Deed, the said Sri Shyamal Chakraborty and Sri Samir Chakraborty have become the joint Owners in respect of the said land measuring about **03 Cottahs 03 Chittacks** more or less, lying and situated at Mouza-Bansdroni, J.L. No.45, E.P. No. 37, in R.S. Plot Nos. 313/2891(P), P.S.-Regent Park now Bansdroni, within the limits of Kolkata Municipal Corporation, Ward No.113, Dist. 24 Pgs.[South] and they got mutated their names in the Assessment records of the Kolkata Municipal

Corporation, being known and numbered as K.M.C. Premises No.132, Benoy Pally (Mailing Address- 39, Sahid Binoy Bose Road), Vide Assessee No. 311130801321, under Ward No.113, P.S.- Regent Park now Bansdroni, Kolkata- 700070 and by paying taxes thereon.

AND WHEREAS thereafter the aforesaid present Land Owners herein namely Sri Shyamal Chakraborty and Sri Samir Chakraborty desires & decided to develop their said "said premises" to construct a multistoried building upon their said premises and entered into a registered Development Agreement dated 10.08.2022 with M/S. NIRMAAN UDYOG, a Partnership Firm, represented by its partners namely 1) Mr. Buddhadeb Biswas, 2) Mr. Subrata Roy and 3) Mr. Naren Naskar, the Developer herein and said Development Agreement was duly registered in the office of D.S.R.- IV at Alipore and recorded in Book No.I, Volume No.1604-2022, Pages 272305 to 272352, being No.09208 for the year 2022 and the said Owners herein also executed a registered Development Power of Attorney dated 09.09.2022, which was duly registered in the office of D.S.R.- IV at Alipore and recorded in Book No.I, Volume No.1604-2022, Pages 310221 to 310246, being No.10477 for the year 2022.

AND WHEREAS as per said Development Agreement and Power of Attorney, the said Developer herein obtained a building sanction Plan, being No. 2022110395 dated 20.12.2022 from the Kolkata Municipal Corporation for construction of a multi-storeyed building over the said premises and said Developer already started the construction of the said proposed multi-storeyed building at the said land and premises, more fully mentioned in the Schedule hereunder written.

AND WHEREAS the developer for self and on behalf of the owners herein declared to sale out the residential flat (i.e. Developer's Allocation) in said building together with the proportioned undivided impartible share of land and proportioned common parts and common amenities, passage of the said building thereon the said land.

AND WHEREAS the Purchasers herein , son of and , daughter of being desirous to purchase the aforesaid flat and have approached the developer with such proposal.

AND WHEREAS the Purchasers inspected the necessary commencement certificate for construction of the said building and the said "Principal Agreement" and all other papers and documents of title relating to the said property and had also made all necessary and relevant inquiries, investigations and searches as to the title of the vendors in the said property.

AND WHEREAS the developer for self and on behalf of the owners herein have agreed to sell the said Flat No. , on the () Floor, side, measuring about Sq. Ft. super built up area equivalent to Sq. Ft. carpet area more or less of the said building together with proportionate undivided share in the land the building attributable to the said flat for total consideration of Rs. /-(Rupees) only and an Agreement for Sale has been executed on day of , 2024 by and between the parties herein.

NOW THIS INDENTURE WITNESSETH as follows:-

In consideration of the said sum of Rs. /-(Rupees) only being the full amount of consideration paid by the Purchasers herein to the Developer as per Memo of Consideration below (the receipt whereof the Developer doth hereby and by the receipt hereunder written admits acknowledges, and of and from the

same and every part thereof doth hereby acquits, releases and for every discharge the purchasers as well as the property hereby conveyed) the Vendors do hereby grant, transfer, convey, assign and assure of the said multi storied building together with the undivided proportionate share in the land appertaining thereto lying and situated at Mouza Bansdroni, J.L.No.45, comprised in E.P. No.37, appertaining to R.S. Plot No.313/2891(P), being **K.M.C. Premises No.132, Binoy Pally**, P.S. Regent Park Bansdroni, within the present limits of the Kolkata Municipal Corporation, Ward No.113, Borough XI, Assessee No.311130801321, Kolkata-700070, District South 24-Parganas in proportion to the floor space of the said Flat No. , on the () Floor, side, measuring about **Sq. Ft.** super built up area equivalent to **Sq. Ft.** carpet area more or less of the said building more fully and particularly described in the '**SECOND SCHEDULE**' hereunder written **TOGETHER WITH** undivided proportionate share in the right in common parts and portions of the said building relating thereto more particularly described in the '**THIRD SCHEDULE**' hereunder written (hereinafter commonly referred to as the common parts and portions) hereunder written and hereinafter collectively referred to as the '**SAID FLAT**') **ALSO TOGETHER WITH** easements and quasi-easement rights of the said building morefully and particularly described in the **FORTH SCHEDULE** hereinafter mentioned but without any Ownership right in the ultimate roof of the building **AND** the revision or revisions 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 title interest inheritance possession use trust property claim and demand whatsoever both atlaw and in 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 granted, conveyed, sold, transferred **TO HAVE AND TO HOLD** the same and every part thereof unto and to the use of the purchaser **SUBJECT** to the Purchasers covenants herein and subject to the terms, covenants, stipulations, conditions and agreements hereunder written and on the part of the purchase to be observed and performed as the covenants for the benefits and protection of the premises and binding upon the purchasers or the person deriving title to the said share in the said premises as covenant running with the said land '**SUBJECT HOWEVER TO** the Purchasers paying the Association or Society 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 **FIFTH SCHEDULE** hereunder written in connection with the said flat wholly and the building and the said land and in particularly the common areas and facilities proportionately **OR HOWSOEVER OTHERWISE** of the said premises now are or is at all material time or times were or was situated butted, bounded, called, known, numbered, described and distinguished **AND** the reversion or reversions remainder or remainders **AND** the rents issues and profits thereof **AND ALL** the right title interest property claim and demand whatsoever exclusively relating to the same **TO HAVE AND TO HOLD** the same unto and in favour of the purchasers forever and absolutely free from all encumbrances.

THE VENDORS BOTH HEREBY CONVENANT WITH THE PURCHASERS as follows:-

1. *THAT NOTWITHSTANDING* any act deed matter or thing by the vendors done or executed or suffered to the contrary the vendors absolutely seized and possessed of or otherwise well and sufficiently entitled to as an estate equivalent to an absolute estate of inheritance in fee simple in possession to the said flat and every part thereof.

2. *THAT NOTWITHSTANDING* as aforesaid the vendors now hath in themselves good right, full power absolute authority and indefeasible title and assure *ALL SINGULAR* the 'said flat' hereby conveyed and transferred or expressed or intended so to be unto and to the use of the purchasers in the manner aforesaid according to the true intent and meaning of those present.

3. *THAT* the purchasers shall and will and may from time to time and all times hereafter peaceably and quietly enter into hold possess and enjoy the said flat hereby granted sold and conveyed and receive and take the rents issues and profits thereof and every part.

4. *THAT* free and clear and freely and clearly and absolutely acquired exonerated discharged and released or otherwise by the vendors well and sufficiently saved defended kept harmless and indemnified.

5. *THAT* the vendors and all persons having or lawfully claiming any estate right title interest and whatsoever both at law and in equity into or upon the 'said flat' hereby granted conveyed sold transferred assigned and assured or expressed.

AND IT IS HEREBY FURTHER AGREED BY AND BETWEEN THE PARTIES
HERETO AS FOLLOWS:-

1. The purchasers agreed to associate themselves in the formation of an Association or Society jointly with other flat owners and in respect of the said multi-storied building according to the provision of the West Bengal Apartment Ownership Act, 1972 or Society Registration Act as through necessary for due upkeep and maintenance of the external portion of the said building including rain water pipes, drain pipes, soil pipes, water pipes, electrical wirings, cleaning and lighting of common passages, shall pay proportionately costs and expenses for the same as may be decided by such Association or Society.
2. The purchasers will at their own costs maintain and repair the 'said flat'.
3. The purchasers will pay proportionately the municipal taxes as applicable after purchasing the aforesaid property and mutation by K.M.C. Government rents and other taxes, levies and outgoings if any, from the date of execution of these presents in respect of the 'said flat'.
4. The purchasers will use the 'said flat' or permit the same to be used for any purpose whatsoever as a private dwelling place and will not use for a purpose which may or is likely to cause nuisance or annoyance to occupiers of the other parties in the aforesaid building or to the owners or occupiers of the neighboring properties so for any illegal or immoral purposes.
5. If any additions or alterations in or about or relating to the said multistoried building and/or the 'said flat' are required to be carried out at the instance of the Govt. Municipality or any other authority at any time after the delivery of possession of the said flat to the purchasers, the purchasers will carry out all such additions and alterations in cooperation with the owner or owners of other flats.

6. In addition to the rights and privileges to which the purchasers will be entitled according to the law for the time being in force in respect of the 'said will' the purchasers will be entitled to inter alia, all common amenities and facilities.

7. That the parties hereto further declare covenant and undertake as follows:-

1. That the 'said flat' constitutes a single unit, transferable and heritable as such.
2. That the 'said flat' owner/owners for the present or future, will be entitled to an undivided interest in the common areas and facilities and the purchasers will have right to use the roof of the building.
3. That the common areas and facilities, general or restricted shall remain undivided and that no owner shall bring any action for partition or division of the common portions at any time.
4. That the percentage of the undivided interest in the common areas and facilities shall not be separate from the 'said flat'.
5. That the 'said flat' owners will not do any things which would be prejudicial to the soundness and safety of the property or reduce the value of the said building or impair any easement or hereditament or will add any structure excavate any addition basement.

8. In this Deed of Conveyance unless it be contrary or repugnant to the context:

1. Singular shall include the plural and vice versa.
2. Masculine shall include the female and vice versa.

FIRST SCHEDULE ABOVE REFERRED TO:

[Description of the Property]

ALL THAT piece and parcel of the bastu land measuring about **3 Cottahs 3 Chittaks** be the same a little more or less lying and situated at Mouza Bansdrani, J.L.No.45, comprised in E.P. No.37, appertaining to R.S. Plot No.313/2891(P), being **K.M.C. Premises No.132, Binoy Pally**, P.S. Regent Park Bansdrani, within the present limits of the Kolkata Municipal Corporation, Ward No.113, Borough XI, Assessee No.311130801321, Kolkata-700070, District South 24-Parganas, which is butted and bounded as follows:-

ON THE NORTH : By, 134, Binoy Bose Road of Subir Sarkel;

ON THE SOUTH : By 20 Ft. Wide K.M.C. Road;

ON THE EAST : By 35, Binoy Bose Road;

ON THE WEST : 96/1, New Govt. Colony of Subrata Sarkar;

SECOND SCHEDULE ABOVE REFERRED TO:

[Description of the Flat]

ALL THAT the piece and parcel of a self-contained Residential Flat No. , on the () Floor, side, measuring about **Sq. Ft.** super built up area equivalent to **Sq. Ft.** carpet area more or less of the said building constructed as per Building Sanction plan, vide No. 2022110395 dated 20.12.2022 from Kolkata Municipal Corporation together with undivided proportionate share in land

and common amenities and facilities of the said building with right to common spaces and facilities and right of egress and ingress along with proportionate right to landed building mentioned in the "**FIRST SCHEDULE**" hereinafter written and shown on the annexed site plan or map marked by **RED** being Flat No. , on the () Floor, side, measuring about **Sq. Ft.** super built up area equivalent to **Sq. Ft.** carpet area more or less.

THIRD SCHEDULE ABOVE REFERRED TO:

(Common Parts and Portions)

1. The land, foundations, columns, supports, Common paths, Common Passages, entrances and exits boundary walls, including outer side of the walls falling at the portion of the said building including main gate.
2. Common Passages and lobby on the ground floor excepting car parking covered or uncovered areas.
3. Electrical installations, electrical wiring and fitting excluding those are installed for any particular purpose or units concealed electrical wiring fittings and fixtures for lighting the stair case, lobby, landings and other common passage in the building and the said land. Electrical wiring from the ground floor to the unit and the main switch and meter, space for electric meters in the ground floor.
4. Drains from the building to the Municipal duct, water and soil evacuation pipes from unit to drain, rain water pipes and other common plumbing installations, sewerage.

5. Staircase and landing and roof of the top floor.
6. Water pump with motor together with the space required therefore i.e. underground water reservoir, overhead tank of water and distribution pipes from overhead tank to different flats from reservoir to the tank and to different flats and water pipes other plumbing installations and also pump house and water and sewers common to building.
7. Boundary Walls and main gate to the building.
8. Lift and lift room.
9. Such other common parts, areas, equipment's, installations, fixtures fittings, covered and open spaces in or about the said building as are necessary for passage to or user and occupancy of the flats and as are assessments of necessity of the building,
10. Space for W.B.S.E.D.L. Meter Room.
11. Other left out places.

FOURTH SCHEDULE ABOVE REFERRED TO:

(Easements and Quasi- Easement Rights)

1. The Purchasers will be entitled to all rights, privileges vertical and lateral easement, quasi-easement, appendages whatsoever belonging or enjoyed or reputed or known as part and parcel thereof or appertaining thereto.
2. The right of access is common with the Owners and other occupiers of the said building at all times for all normal business with the use and enjoyment of the staircase and electrical installation etc.

3. The right of way is common as aforesaid at all times and for all purpose connected with the reasonable use and enjoyment of the said flat with or without vehicles over and along with driving ways and path ways comprised with the said building provided always and it is hereby declared that nothing herein contained shall permit the purchaser or any person deriving the title under the purchaser or the servants, agents, employees and invitees of the purchaser to obstruct in any way by vehicle, deposit of materials, rubbish or otherwise the free passage or other person or persons including owners entitled to such way as aforesaid along such driveways and path-ways.
4. The rights of protection of the said flat by or from all parts of the building so far they now protect the same.
5. The right with or without workman and necessary materials for the Purchaser to enter from time to time upon the other common parts of the said building and premises for the purpose of repairing so far as may be necessary for the pipes, drains, wires and conduits aforesaid and for the purpose of re-building or repairing or cleaning as aforesaid cannot be reasonably carried out without such entry and in all such cases upon giving 8(Eight) hours previous notice in writing of its intentions so to enter into the owners and/or other person or persons property entitled to the same.

FIFTH SCHEDULE ABOVE REFERRED TO:

(Common Expenses)

1. That the expenses of administration, maintenance, repairs, replacement of the common parts and equipment's and accessories, common areas and

facilities including white washings, paintings and decorating the exterior portion of the said building, the boundary walls, entrance, stairs and its landings, the gutters, rain water pipes, motor pumps, water and pipes, electrical wirings and installation, sewers, drains and all other common parts, equipments, fittings and fixtures or upon the building enjoyed or used in common by the Purchasers, Co-Purchasers or other occupiers.

2. That cost of cleaning maintaining and lighting the main entrances, passages, landings, staircase and other portions of the building as enjoyed or used in common by the occupiers of the said building.
3. That salary of durwan, sweepers, electricians, caretaker and other employees, if any for the above said building.
4. The Office over-head expenses incurred for maintaining of the office.
5. All charges and deposits for suppliers of common utilities.
6. That all taxes, levies and impositions deposit etc. for the premise a whole.
7. All litigation costs relating to the common parts and common interests in the building.
8. Such other expenses including printing and stationery as also litigation expenses incurred in respect of any dispute with the Municipal Corporation, Improvement Trust, K.M.D.A. and other local authorities, Government or any other person/s relating to or as may be deemed by the Association or occupiers or any Ad-hoc committee to be necessary or incidental to the maintenance and up-keep of the said building.

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

SIGNED, SEALED & DELIVERED by the

Parties above named at Alipore

in the presence of:

1.

SIGNATURE OF THE OWNERS/VENDORS

2.

SIGNATURE OF THE DEVELOPER

1.

Drafted & Prepared by

2.

SIGNATURE OF THE PURCHASERS

::MEMO OF CONSIDERATION::-

Received from , son of and , daughter of sum of **Rs. /-(Rupees)** only as full and final payment in respect of the Flat No. , on the () Floor, side, measuring about **Sq. Ft.** super built up area equivalent to **Sq. Ft.** carpet area more or less of the said building lying and situated at Mouza Bansdrani, J.L.No.45, comprised in E.P. No.37, appertaining to R.S. Plot No.313/2891(P), being **K.M.C. Premises No.132, Binoy Pally**, P.S. Regent Park Bansdrani, within the present limits of the Kolkata Municipal Corporation, Ward No.113, Borough XI, Assessee No.311130801321, Kolkata-700070, District South 24-Parganas, in the following manner:-

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BANK NAME/CASH	DD/CHEQUE NO.	DATE	AMOUNT[RUPEES]
TOTAL			

[Rs. /-(Rupees) only].

WITNESSES:-

1.

M/s. NIRMAAN UDYOG

Banshu Deo Biswal
Partner

2.

SIGNATURE OF THE DEVELOPER