PROFORMA DEED OF CONVEYANCE

THIS	INDEN	TURE	is	made	on	this	the		day	of
		20 (Two	Thous	and)		

BETWEEN

(1) SRI SANKAR RANJAN NAHA alias RANJAN SANKAR NAHA, (PAN- ABOPN8930F), son of Late Kalipada Naha, by Religion - Hindu, by occupation - Retired from Service, by Nationality - Indian, resident of 48/1, Suburban School Road, (presently Suhasini Ganguly Sarani), P.S.- Bhowanipur, P.O.-Bhowanipur, Kolkata - 700025, (2)a) SMT. ARATI NAHA, (PAN -AHCPN4794M) wife of Late Keshab Ranjan Naha, by occupation -Housewife, (b) SRI KUSHAL NAHA, (PAN - ABYPN3871D), son of Late Keshab Ranjana Naha, by occupation - Service, (c) SMT. SARBANI DAS, (PAN- AVSPD2899P), wife of Sri Indranil Das and daughter of Late Keshab Ranjan Naha, by occupation - Housewife, all are by Religion - Hindu, by Nationality - Indian, No. 1 & 2 residents of 48/1, Suburban School Road, (presently Suhasini Ganguly Sarani), P.S.- Bhowanipur, P.O.- Bhowanipur, Kolkata -700025 and No. 3 resident of 190J, Picnic Garden Road, P.S. & P.O.- Picnic Garden, Kolkata - 700039, hereinafter jointly and collectively called and referred to as the LAND OWNERS (which

ROY & PAL PROJECTS INDIA PVT. LTD.

Asim Pal.
Director.

term or expression shall unless excluded by or repugnant to the context be deemed to mean and include their respective heirs, administrators, legal representatives and assigns) of the FIRST PARTY; The Vendors are being represented by the Directors of M/S. ROY & PAL PROJECTS INDIA PVT. LTD., of 16, Park Avenue, Modern Park, Santoshpur, Kolkata - 700075, P.S. - Survey Park, viz., (1) SRI ASIM PAL, (PAN - AFQPP6941N) son of Late Adhir Chandra Pal, by faith - Hindu, by occupation - Business, residing at 16, Park Avenue, Kolkata - 700 075 and (2) SRI BIPASH ROY, (PAN AIYPR6763R) son of Late Swadesh Ranjan Roy, by religion - Hindu, by occupation - Business, residing at 39, Park Avenue, Modern Park, Kolkata - 700 075, P.S. - Purba Jadavpur, as their true and lawful Attorney, appointed vide a registered Development Power of Attorney dated 29-06-18, which was registered in the office of D.S.R:VAlipore and recorded in Book No, Volume No.1630-2018. Pages from 55022 to 55049 Being No. 16300 1637 for the year .. 2018

		AND			
Mr./Mrs./Ms					
son/wife/daughter	of				
(having PAN		, Aadhaar No			,
Moh No:),	by	Religion	-

****	,	by o	occupation	,	by	Nationality
	Indian,			resident		of

hereinafter referred to called as the "PURCHASER/S" (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his/her/their heirs, executors, successors, legal representatives, administrators and assigns) of the SECOND PART.

AND

M/S ROY & PAL PROJECTS INDIA PRIVATE LIMITED,

(PAN - AAFCR4034D) a Private Limited Company having its registered office at 16, Park Avenue, Modern Park, Santoshpur, Police Station - Purba Jadavpur now Survey Park, Kolkata - 700075, in the District of South 24- Parganas, being Represented by its Directors namely (1) SRI BIPASH ROY, (PAN- AIYPR6763R), (Aadhaar Card No: 943660272739) (Mob. No: 9830027645), sonof Late Swadesh Ranjan Roy, by Caste - Hindu, by occupation - Business, residing at 39, Park Avenue, Police Station - Purba Jadavpur now Survey Park, Kolkata - 700 075 and (2) SRI ASIM PAL, (PAN- AFOPP6941N), (Aadhaar Card No: 690616108561) (Mob. No: 9830027635), son of Late Adhir Chandra Pal, by caste Hindu, by occupation -Business, residing at 16, Park Avenue, Police Station - Purba Jadavpur now Survey Park, Kolkata - 700075, in the District of South 24and referred known hereinafter Parganas, "DEVELOPER/THIRD PARTY" (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include the successor-in-office and assigns) of the <u>THIRD</u> PART.

- WHEREAS one Sri Krishnadhan Mondal was the owner of all that piece and parcel of land measuring 0.81 Satak land in Mouza Rajapur, P.S. then Tollygunge, thereafter Jadavpur, then Purba Jadavpur and now Survey Park in the District of South 24 Parganas comprised in Touzi No. 109, R.S. No. 14, J.L. No. 23, R.S. Khatian No. 295 and R.S. Dag No. 679.
- AND WHEREAS while thus possessed the aforesaid property as legal owner Krishnadhan Mondal sold, conveyed and transferred the aforesaid land measuring 0.81 Satak to Sri Santosh Kumar Das by virtue of a registered Deed of Conveyance dated 13/08/1941 which was registered in Alipore Sub Registration Office and recorded in Book No. I, Volume No. 30, Pages from 214 to 220, Being No. 1610 for the year, 1941.
- AND WHEREAS while thus possessed the aforesaid property as legal owner, Sri Santosh Kumar Das sold, conveyed and transferred land measuring 0.81 Satak to M/s. Modern House and Land Development by virtue of a registered Deed of Conveyance dated 07th day of February, 1942 which was registered in Alipore Sub Registration Office and recorded in Book No. 1, Volume No. VIII, Pages from 192 to 198, Deed No. 216 for the year, 1942.
- AND WHEREAS while thus possessed the aforesaid property as legal owner, M/s. Modern House and Land Development sold, conveyed and transferred 2 (Two) Cottahs and 8 (Eight) Chittaks of

land out of land measuring 0.81 Satak to Sri Chanchal Kumar Sengupta, son of Late Barada Prasanna Sengupta by virtue of a registered Deed of Conveyance dated 20th day of December, 1967 recorded in Being No. 9045 for the year, 1967.

- AND WHEREAS while thus possessed the aforesaid property as legal owner, Sri Chanchal Kumar Sengupta, son of Late Barada Prasanna Sengupta sold, conveyed and transferred 2 (Two) Cottahs and 8 (Eight) Chittaks of land to Sri Keshab Ranjan Naha and Sri Sankar Ranjan Naha by virtue of a registered Deed of Conveyance dated 15/02/1968 which was registered in Alipore Sub Registration Office and recorded in Book No. 1, Volume No. 27, Pages from 01 to 06, Deed No: 204 for the year, 1968.
- AND WHEREAS the said landed property measuring 2 Cottah 8 Chittaks 0 Sq.ft. stands in the name of Sri Keshab Ranjan Naha and Sri Sankar Ranjan Naha both sons of Late Kalipada Naha and Sri Keshab Ranjan Naha died intestate on 16/04/1995 and leaving behind him as his legal heirs and successors to inherit the property as 1/6th undivided proportionate share of the land alongwith 1/2nd undivided proportionate share of the Sri Sankar Ranjan Naha.
- AND WHEREAS after demise of Keshab Ranjan Naha Land Owners herein jointly mutated their names in the record of the Kolkata Municipal Corporation and had been paying Municipal rates and taxes year after year, having Assessee No. 31-103-29-0441-9, being K.M.C. Premises No. 441, Modern Park.

- AND WHEREAS Landowners / First Party herein have been possessing the aforesaid property peacefully, without any hindrance and interruption which are more fully and particularly mentioned and described in the FIRST SCHEDULE hereunder and hereinafter referred to as the SAID PROPERTY.
- AND WHEREAS in pursuance to the above, and for the benefit of the use, occupation and enjoyment the LAND OWNERS herein jointly have become the absolute owner of ALL THAT piece and parcel of the entire landed property, comes to 2 Cottahs and 8 Chittaks.
- AND WHEREAS the Developer / Second Party has started negotiation with the Owners / First Party and approached for development of the said property by constructing a new building over and upon the said landed property.
- Consequently the said approach, several meetings were held between the parties and thereafter both the parties mutually agreed to develop the Schedule landed property.
- and to erect multistoried building therein the owners herein have invited the Developer to undertake the charge of such constructional and / or development work of the Schedule property and in pursuance to the above the parties herein have entered into this Agreement in between them on the following terms and conditions:

By virtue of Development Agreement dated 29.06-18 which was registered in the office of D.S.R.VAlipore and

recorded in Book No !..., C.D Volume No.1636 - 2618. Pages from \$4935... to 54989..., Being No.1636... for the year 2018.

made by and between the present land owner therein referred to as the Developer of the One Part. The Developer herein have agreed to promote the said premises and pending the completion of Sale taken the right of development and construction of building consisting of several flats therein all that the said premises for all the consideration and on the terms and conditions contained therein.

The Developer / Developer has formulated a Schedule thereby in inter-alia :

- The person or persons desirous of owing and / or acquiring unit or constructed portion in the said building to be constructed in the said property shall enter into an Agreement for acquiring and / or having constructed or completed the flat / Superstructures of the flat together with proportionate share in the said premises at the agreed price.

dtd.

- 3) For the purpose of construction completion and finishing of such unit / constructed portion Purchasers shall nominate the Developer and / or nominee herein to construct, to erect to complete and finish the said unit / constructed portion and other common parts for which the said person shall pay an agreed consideration as any by way of cost of construction and completion.
- 4) The Developer and / or its nominee shall construct other unit / constructed portion for other perspective buyers and agreed to acquire the same and the common parts in accordance with the plan sanctioned by the Kolkata Municipal Corporation with such verification and modification as may be necessary by the Developer after getting approval from the Purchasers as per terms and condition.

(approx.) more or together with undivided proportionate share of ALL THAT piece and parcel of BASTU land measuring more or less an area 2 (Two) Cottahs 8 (Eight) Chittaks, in Mouza --Rajapur, P.S. then Tollygunge thereafter Jadavpur then Purba Jadavpur and now Survey Park in the District of South 24 Parganas comprised in Touzi No. 109, R.S. No. 14, J.L. No. 23, R.S. Khatian No. 295 and R.S. Dag No. 679, Ward No. 103 within the limit of the Kolkata Municipal Corporation, being Assessee No: 31-103-29-0441-9 being Premises No; 441, Modern Park, Kolkata -700075 of the said unit morefully described in the Second Schedule herein below at and for a consideration/- (Rupees) only. AND WHEREAS as per terms and conditions of the said agreement for Sale, the Purchaser/s herein has / have paid the said entire consideration amount of Rs. /- (Rupees

execution of the indenture and the Developer herein received and acknowledged the same as per Memo of Consideration written hereunder.

NOW THIS INDENTURE WITNESSETH as follows:

THAT in pursuance of the said agreement and in consideration of
the said sum of Rs/- (Rupees
) only being true and lawful money of the Union of
India paid by the PURCHASERS to the Developer herein on or
before execution of these presents, (the receipt whereof the
DEVELOPER herein has admitted and acknowledged as per the

Memo of Consideration written hereunder) towards the costs of the flat and the proportionate land value of the Schedule "A" premises, the Developer herein **DOTH** hereby forever release, acquit, exonerate, sell, convey, transfer and discharge the PURCHASERS in respect of ALL THAT piece and parcel of BASTU land measuring more or less an area 2 (Two) Cottahs 8 (Eight) Chittaks, in Mouza - Rajapur, P.S. then Tollygunge thereafter Jadavpur then Purba Jadavpur and now Survey Park in the District of South 24 Parganas comprised in Touzi No. 109, R.S. No. 14, J.L. No. 23, R.S. Khatian No. 295 and R.S. Dag No. 679, Ward No. 103 within the limit of the Kolkata Municipal Corporation, being Assessee No: 31-103-29-0441-9 being Premises No; 441, Modern Park, Kolkata -700075 (Particularly) mentioned in the respective schedule "B" hereunder written) and delineated in RED Border lines in the attached Plan / Map which is the part and parcel of this Indenture, the DEVELOPER DOTH hereby grant, convey, sell, transfer, assign and assure absolutely unto the Purchasers ALL THAT the impartiable undivided proportionate interest in the land of the said Schedule "A" Premises TOGETHER WITH the all easement and quasi-easement or other stipulations and provisions for the beneficial use and enjoyment of the said flat (more fully and particularly described in the Schedule hereunder written) along with the right to use the common areas and facilities and installations of the said Building such as open spaces surrounding the Building, main entrance gate, boundary wall, staircase, landings lobbies, roof of the top floor of the building, underground and overhead water reservoir, septic tank, drainage, sewerage, common meter spaces, pump room (with the absolute ownership right of all sanitary, fittings, fixtures, windows, grills, electrical wiring lighting) pipe line, lighting on common passages, plumbing installations common water tap and other common accessories of the said Building more fully described in the Schedule "C" hereunder written in common with all other owners or occupiers of the flats of the building for the purpose of uninterrupted ingress, egress and use of the said property OR HOWSOEVER OTHERWISE the said property now are or is or at any time heretofore were, was, situated, butted bounded, called, known, numbered, described and distinguished TOGETHER WITH all yards, compounds, areas and other rights lights, liberties, easements, privileges, appendages, appurtenances benefits and advantages, whatsoever belonging or in anywise appertaining to or usually held and occupied, enjoyed, accepted or reputed to belong or appurtenant thereto AND the reversion on reversions, reminders and the rents, issues and profits thereof and every part thereof AND all the estate right, title, interest, inheritance use, trust, property and possession claim and demands, whatsoever upon the Second Schedule mentioned flat both at law and in equity of the DEVELOPER unto and upon or in respect of the said property or every part thereof AND all deeds, muniments, writing / writings and other evidence of title exclusive relating to or concerning the said property or any part thereof which now areor is or at any time or times shall or may be in possession custody or power of the DEVELOPER herein and can or may procure the same without any action or suit of law or in equity TO HAVE AND TO HOLD the said property hereby sold unto the Purchasers and forever delivered and transferred the said flat Schedule "B" hereunder written which is mentioned in the absolute free from all encumbrances, trusts, liens, lispendences, attachments claims and demands WHATSOEVER and the property thus purchased by the PURCHASER/S and the Purchaser/s along with his all heirs, executors, successors shall have right to use, occupy and possess the flat absolutely together with the common parts in common with other co-owners, PURCHASER/S of the said Building and such common parts being occupiers of the common parts described in the respective schedule hereunder AND the Purchasers shall use, occupy, possess, let out and also shall have right to sell, convey, transfer, gift, lease, mortgage, convey or dispose of the said flat and the undivided proportionate share of said land and some common restrictions upon the Purchasers along with other PURCHASER/S of the flat for the development and maintenance of the said property for future benefits Purchasers and other owners and occupiers of the building AND subject to the PURCHASERS paying and discharging the payment of all taxes and other impositions of the said flat wholly and the said Building proportionately.

THE DEVELOPER, DO HEREBY COVENANT WITH THE PURCHASERS as follows:-

- anything hereto before done or suffered to the contrary the DEVELOPER have good and absolute right, title and authority to sell convey and transfer the schedule mentioned property free from all encumbrances, charges, liens, lispendens, demands and claims whatsoever particularly described in the Schedule hereunder written and all right, privileges and appurtenances thereunto belonging and hereby sold, conveyed and transferred and that the DEVELOPER has not done or knowingly suffered anything whereby the property may be encumbered effected or impeachedin estate title or otherwise.
- b) That the DEVELOPER shall and will at all times indemnify and keep indemnified and keep harmless the PURCHASER/S against all claims, demands, whatsoever in respect of the said property hereby sold and conveyed and make good the Purchasers of all losses, costs and expenses that may be accrued or be incurred by reason of any defect, deficiency that may be found or detected in right, title and interest in the said property and forming the same right.
- c) That the DEVELOPER herein shall at all times do and execute at the costs and expenses of the PURCHASERS all such further acts, deeds and things and assurances as may be reasonably required by the Purchasers for the better or further affecting and assuring the conveyance hereby sold and conveyed.
- d) That the Purchasers with the other owners of the flat shall form owners" association of the said building and shall become the

members of the owners" association to be formed with other coowners or occupiers of the said premises for the better maintenance of the Building and shall bear the common expenses in every mo nth proportionately and also shall provide the necessary subscription as would be imposed and also shall abide by all the regulations of the said society or association.

e) That the DEVELOPER herein jointly and severally have handed over today the respective copy of deed or other papers for inspection by the Purchasers or other statutory authority in future, if required for the mutation and other related works.

THE PURCHASERS DOTH HEREBY COVENANT WITH THE DEVELOPER HEREIN:

- 1) That upon delivery of possession of the flat hereby sold, the Purchasers herein shall be entitled to use and possess the same and every part thereof exclusively and to the rent issues and profits thereof.
- 2) That the Purchaser/s shall pay all the Municipal rates and taxes and other outgoings proportionately in respect of the said flat mentioned in the Schedule "B" herein from the date of execution of this deed of conveyance.
- 3) That the Purchaser/s shall also apply for and mutate his/her name as the owner in respect of the said flat hereby sold before the appropriate concerned authority at his own costs and the Purchasers herein shall pay all taxes.

- 4) That the Purchaser/s since this day provide all and punctually contribute and pay month by month and every month the proportionate share of the costs expenses and outgoings, if any, including the maintenance service charges.
- 5) That the Purchaser/s shall keep with other co-owners all sewers drains, pipes, passages, staircase, maintenance, servingthe said property in good condition jointly with the other owners of flat.
- 6) Save and except the said flat hereby sold, the Purchasers shall have no exclusive claim or right of any nature or kind over or in respect of all other areas of the said building except what have been granted to them by this conveyance in common with the inhabitants of the other apartments more particularly described in Schedule "B" hereunder written.
- 7) That subject to the above terms and conditions the Purchasers of the said flat shall be entitled to exclusive use and absolute enjoyment thereof without any interruption by the DEVELOPER or any other person or persons.
- 8) That the said flat hereby granted or sold, transferred and conveyed shall be heritable and transferable.

PROVIDED ALWAYS it is hereby agreed and declared by and between the parties hereto that the Purchasers shall observe and comply with and carry out the stipulations and obligations hereunder set out as follows:

 The right of the DEVELOPER for support and protection for other portion of the said building now conveyed to the Purchasers.

- 2. The right of the DEVELOPER, in common with the PURCHASERS to electricity, telephone, water connection and the soil pipes or other parts of the building not conveyed and transferred to the Purchasers through or over the said flat of building granted to the Purchasers.
- 3. The Purchasers shall keep the said flat hereby sold, conveyed, and its walls, sewers, drains and pipes belonging or appertaining thereto in such state and condition so as to support and protect the other part of the building not sold to the Purchasers and the Purchasers shall keep at his own costs and expenses the common areas and facilities of the said new building in proper repair and condition and wind and water tight.
- 4. The Purchasers shall not be entitled to claim any partition or division, separate or demarcation of the common areas, installations fittings of the building as the same shall always remain common impartiable, undivided and the PURCHASERS with other co-owners of the building shall enjoy or use the same for the common purposes.

THE FIRST SCHEDULE ABOVE REFERRED TO

(Description of the Land)

ALL THAT piece and parcel of BASTU land measuring more or less an area 2 (Two) Cottahs 8 (Eight) Chittaks, in Mouza – Rajapur, P.S. then Tollygunge thereafter Jadavpur then Purba Jadavpur and now Survey Park in the District of South 24 Parganas comprised in Touzi No. 109, R.S. No. 14, J.L. No. 23, R.S. Khatian No. 295 and

R.S. Dag No. 679, Ward No. 103 within the limit of the Kolkata Municipal Corporation, being Assessee No: 31-103-29-0441-9 being Premises No; 441, Modern Park, Kolkata -700075 the same is butted and bounded in the manner follows:-

On the NORTH :: Plot No. 17;

On the SOUTH :: Plot No. 13;

On the EAST :: 16'ft Wide Road;

On the WEST :: Plot No. 14 and 12;

THE SECOND SCHEDULE ABOVE REFERRED TO

(Description of the Residential Flat)

THIRD SCHEDULE ABOVE REFERRED TO

Description of the Common Portions:

Main stair-case on all floors WITHOUTLIFT.

- 2. Main Stair-case landings in all floors.
- 3. Main entrance gate, side spaces, back spaces and common passage leading to main entrance gate.
- 4. Water pump, under ground and overhead water reservoir, tank, tube-well, K.M.C. Water connection, distribution pipe line and common enjoyment of roof and right to set on T.V. antennas, drying cloths and no further leading on the roof will be allowed.
- 5. Electricity, electric connections pipe connections, pipe lines electric sub-station electric wiring electric meter, electric sub- meter, all electrical fittings and fixtures, appliances, equipments, lighting to all common areas and other installations.
- 6. Drainage, sewerage connections, pipe connections and lines.
- Pump House and meter room below the staircase.
- 8. Boundary walls and main entrance gate with all the joint, joists, pillar, column, common wall, partition wall and other easement or quasi easement rights.
- Land underneath of the said Building and appurtenant thereto with lawn and gardens, if any.
- 10. Such common parts, areas, equipments, installations, fixtures, fittings and other spaces as well as the ultimate roof and terrace in or around the said building as are necessary for passage user and occupation of the units / flats in common parts of the said Building.

Common expenses:

- a) Repairing and maintenance costs of the outside of the Buildings boundary walls, alongwith Lift to be borne proportionately with other owners.
- b) Common meter.
- c) Tax bills for common areas proportionately.
- d) Proportionate maintenance costs of the building.
- e) Proportionate costs of pump and maintenance thereof.
- f) Proportionate costs of common electricity.
- g) Proportionate costs of salary of Night guard / security staff.
- h) Proportionate Municipal taxes and other taxes and outgoings including surcharges, interest, imposition etc.
- i) The capital or recurring expenditure for replacement repairing and rebuilding of the said portion and the said building and/or common facilities.
- j) Such other proportionate expenses as are deemed by the Society necessary or incidental for the maintenance and upkeep and better use of the said building / said portion.

IN WITNESS WHERE			
their respective hands	and seals on the	day, month and year	first
above written.			
SIGNED, SEALED AND	DELIVERED		
By the Land Owner at	Kolkata in the		
Presence of:			
01.			
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02.			
		As lawful constitute of the Land ov	
		Of the Land Ov	
		1	LANDOWNER
SIGNED, SEALED ANI	DELIVERED		
By the Developer at k			
in thePresence of :			
iii didi rossiiss si			
01.			
01.			
02.			

PURCHASER/S

DEVELOPER

MEMO OF CONSIDERATION

	MENTO OF	CONTRACTOR		
RECEIVED on a	and from the wit	hin named Pur	chasers the with	iin
mentioned sur	n of Rs	/- (Rup	ees)
only being the	total consideration	on price in re	espect of the f	lat
along with one	open joint use c	ar parking spac	e mentioned in t	he
respective Seco	nd Schedule here	inabove, by follo	owing manner :	
Date	Cheque No	Bank & Branc	:h AM	OUNT
	w v			
WITNESS	ES:			
01.		ROY &	PAL PROJECTS INDIA PVT.	LTD.
			Asim	
02.				ctor.
		Signa	ature of the DEV	ELOPER