

DEED OF CONVEYANCE

THIS DEED OF CONVEYANCE is made and executed on this Day of,
202 (Two Thousand and Twenty-.....).

BETWEEN

MR. CHIRANJIT BHATTACHARJEE, son of Sri Bidhan Chandra Bhattacharjee, having his Income Tax Permanent Account No. **(BDBPB6737L)** and Aadhaar No. **(7075 7075 7664)** by Faith-Hindu, by Nationality-Indian, carrying on business as Developer and Contractor under the name and style of **M/S. EPIC**, as Proprietor thereof having his Office at No. 442, West Mahamayapur, M- 173, Garia Gardens, Garia, Kolkata-700084, Post Office- Garia, Police Station-Narendrapur (formerly Sonarpur) and place of residence at Fartabad Beltala, Garia, Kolkata-700 084, Post Office- Garia, Police Station-Narendrapur (formerly Sonarpur), District South 24-Parganas, West Bengal hereinafter referred to as the **“VENDOR/LAND OWNER”** duly represented by his lawful Constituted Attorney namely **TANIAN MANSIONS**, a partnership firm duly incorporated under the provision of the Indian Partnership Act 1932 having its Income Tax Permanent Account No. **(AARFT 8651R)** and having its registered office at 583, Kalikapur, Kolkata-700099, Post Office-Mukundapur, Police Station- Purba Jadavpur, District-South 24 Parganas, West Bengal, represented by its partners **(1) SHRI SUSANTA MALLICK** son of Late Kuber Chandra Mallick, having his Income Tax Permanent Account No. **(AFFPM 8592R)**, and Aadhaar No **(8310 4324 3599)**, by Faith-Hindu By occupation Business **2) SMT TANIMA MALLICK** wife of Susanta Mallick, having her Income Tax Permanent Account No. **(AEXPM 3728C)** and Aadhaar No. **(4436 4855 1405)** by Faith Hindu, by Nationality-Indian, by occupation Business, both are residing at KB-5, Kallol Cooperative Housing Society, Sector–III, Salt Lake City, Post Office-1B Block, Salt Lake, Police Station- Bidhan Nagar South, Kolkata-700 098, District-North 24- Parganas West Bengal, **AND (3) SHRI RANJIT ROY**, son of Late Ajit Kumar Roy, having his Income Tax Permanent Account No. **(AFBPR 5530G)**, Aadhaar No **(3835 6737 8748)**, by Faith Hindu, by occupation Business, residing at UD-080807, UDITA Complex, 1050/1, Survey Park, Kolkata -700075, Post Office- Survey Park, Police Station-Purba Jadavpur, District-South 24 Parganas, West Bengal by virtue of the registered power of attorney dated 21st December 2021 registered at the office of Additional District Sub Registrar at Garia and Recorded in Book No. I, Volume No. 1629-2022 pages from 13421 to 13446 being no. 06698 for the year 2021. (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his successor(s), heir(s), successors-in-interest, executor (s), representative(s), administrator(s) and/or assigns) of the **FIRST PART**.

AND

....., son of, having Income Tax Permanent Account Number (.....) and Aadhaar Number (.....), by Faith-....., by Nationality- Indian, by Occupation-, residing athereinafter jointly referred to as the **PURCHASERS** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his/her/their successor(s), heir(s), successors-in-interest, executor(s), representative(s), administrator(s) and/or assigns) of the **SECOND PART**.

AND

TANIAN MANSIONS, a partnership firm duly incorporated under the provision of the Indian Partnership Act 1932 having its Income Tax Permanent Account No. **(AARFT 8651R)** and having its registered office at 583, Kalikapur, Kolkata-700099, Post Office- Mukundapur, Police Station- Purba Jadavpur, District-South 24 Parganas, West Bengal, represented by its partners **(1) SHRI SUSANTA MALLICK** son of Late Kuber Chandra Mallick, having his Income Tax Permanent Account No. **(AFFPM 8592R)**, and Aadhaar No **(8310 4324 3599)**, by Faith-Hindu By occupation Business **(2) SMT TANIMA MALLICK** wife of Susanta Mallick, having her Income Tax Permanent Account No. **(AEXPM 3728C)** and Aadhaar No. **(4436 4855 1405)** by faith Hindu, by Nationality-Indian, by occupation Business, both are residing at KB-5, Kallol Cooperative Housing Society, Sector-III, Salt Lake City, Post Office-1B Block, Salt Lake, Police Station- Bidhan Nagar South, Kolkata-700 098, District-North 24- Parganas West Bengal **AND (3) SHRI RANJIT ROY**, son of Late Ajit Kumar Roy, having his Income Tax Permanent Account No. **(AFBPR 5530G)**, and Aadhaar No. **(3835 6737 8748)**, by faith Hindu, by occupation Business, residing at UD-080807, UDITA Complex, 1050/1, Survey Park, Kolkata -700075, Post Office- Survey Park, Police Station- Purba Jadavpur, District-South 24 Parganas, West Bengal, hereinafter referred to as the **DEVELOPER/CONFIRMING PARTY** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successor(s), heir(s), successors-in-interest, executor(s), representative(s), administrator(s) and/or assigns) of the **SECOND PART**.

DEVOLUTION and/or BACKGROUND OF TITLE: The Title of ownership flows as follows from time to time, whereas:

WHEREAS By and under a registered Deed of Conveyance dated 20th March 2020 registered with the Office of the Additional District Sub-Registrar, Garia South 24- Parganas duly recorded in Book No. I, Volume No. 1629-2020, Pages from 56069 to 56110, as Being No. 162901588 for the year 2020 the vendor herein purchased **ALL THAT** the piece or parcel of 4 (Four) Cottahs 7 (Seven) Chittacks 17 (Seventeen) Sq. Ft. more or less of land situated laying at Mouza-Barhans Fartabad, J.L. No. 47, in R.S. Dag Nos. 588, 589, 593, under R.S. Khatian No. 1174, Police Station-Narendrapur (formerly Sonarpur), Additional District Sub-Registration Office Garia, within the District South 24-Parganas, being the Municipal Holding Nos.113, Paschim Mahamayapur and 114, Paschim Mahamayapur, under Ward No. 28 of the Rajpur Sonarpur Municipality.

AND WHEREAS after purchasing the aforesaid property the vendor herein recorded his name with the records of Rajpur Sonarpur Municipality and the aforesaid premises recorded as municipal Holding No. 113, Paschim Mahamayapur under Ward No. 28 of the Rajpur Sonarpur Municipality and started enjoying the same after paying all taxes and other charges uninterruptedly without any hindrances from any corner whatsoever which is now free from all encumbrances.

AND WHEREAS the vendor herein desired to construct a Multi- Storied Building through a Builder/Developer as the “Joint Venture Basis” and after negotiation the vendor herein entered into and Development Agreement with the developer herein to develop the First Schedule mentioned property which was duly registered on 21st December 2021 at the office of Additional District Sub Registrar at Garia and the same was recorded in Book-I, Volume No. 1629-2022, pages from 13447 to 13484 being no-162906692 for the year 2021. After execution of the Development Agreement the vendor herein also executed a Development Power of attorney in favour of the developer herein which was duly registered on 21st December 2021 at the office of Additional District Sub Registrar at Garia and recorded in Book-I, Volume No. 1629-2022, pages from 13421 to 13446 being No.162906698 for the year 2021 for the purpose proceed with the construction work and to sell the Flats, Residential Flats and Car Parking Spaces to the intending buyers.

AND WHEREAS In terms of the said Development agreement the Owner/Vendor was entitled to the flats and other areas (hereinafter referred to as **the Owner’s Allocation**) are as follows:

- A. Ground Floor: Southern/Front Side entire Car Parking Space and Commercial Space.
- B. First Floor: Rear Side/Northern Side One Flat.
- C. Third Floor: Rear Side/Northern Side One Flat.

Together with a proportionate share of land and common areas and facilities attributable to the said area and the sum of Rs.20,00,000/-

And the Spaces that the Developer/Confirming Party would be entitled to deal with or dispose of together with an undivided proportionate share of land being appurtenant to the constructed area and common areas and facilities to be provided thereto are as follows: (Hereinafter referred to as **the Developer’s Allocation**)

- A. Ground Floor: Rear Side and Northern Side entire Car Parking Space.
- B. First Floor: Front Side/Southern Side One Flat.
- C. Second Floor: Entire Second Floor Consisting of Two Flats one on the Northern Side and other on the Southern side.
- D. Third Floor: Front Side/Southern Side One Flat.

Undivided proportionate share of land and common areas and facilities attributable to the said Areas.

AND WHEREAS after execution of the Development Agreement and Development Power of Attorney in favour of the developer herein on 24th December 2021 sanctioned building plan being serial No. 164/CB/28/04 dated 24th December 2021 was duly approved by the

Rajpur Sonarpur Municipality based on which construction work was initiated over the first schedule mentioned property.

AND WHEREAS at the time continuation of construction work, correction of Records of Right work has been initiated by the BL & LRO department in the Mouza- Barhans Fartabad, the vendor herein duly applied before the BL & LRO for the recorded his name with the L.R. Records of the BL & LRO in respect of L.R. Dag No. 588, 589, and 593 of Mouza-Barhans Fartabad, prior to recording the name of the vendor with the records of BL & LRO an inspection was made over in the aforesaid property and it came to vendor knowledge that his entire property is situated over R.S. as well as L.R. Dag No. 588 and 589 and the vendor have no property at R.S. as well L.R. Dag No. 593 of Mouza Barhans Fartabad, based on such findings, the vendor herein have recorded his entire property in L.R. Dag No. 588 and 589 wherein LR. Khatian No. 2411 has been issued in favour of the vendor herein.

AND WHEREAS after recording the name in respect of the First Schedule mentioned in the L.R. records of the vendor herein duly execute a deed of declaration to that extent which was duly registered at the office of Additional District Sub Registrar at Baruipur and recorded in Book No. I, Volume No. 1629-2024, pages from 105145 to 105157 Being No. 162904385 for the year 2024. The vendor herein thereafter duly corrected the municipal records maintained with the Rajpur Sonarpur Municipality.

AND WHEREAS The Developer/Confirming Party herein after completing the construction of the newly constructed Ground Plus Three (G+III) storied building has decided to sell, convey, and transfer the Residential Flat and Car Parking Spaces from its own allocation to the intending purchasers.

AND WHEREAS The Purchasers herein now being interested and approached the Developer in acquiring and/or owning **ALL THAT** Residential Flat being No..... and One Covered Car Parking Space morefully described in the second schedule hereunder written from the **DEVELOPER ALLOCATION** at the total agreed on lawful consideration of Rs...,00,000/- (Rupees Only) after taken inspection of a copy of the original conveyance in respect of the said premises and have also taken inspection of the abstract of Title Deeds relating to the said premises and have made themselves fully conversant with the contents of the said conveyance and abstract of title deed as well as the sanctioned building plan and have fully satisfied themselves as to the title of the Owner regarding the said land at the said premises.

The **PARTIES** have agreed that the following terms and expressions shall in these presents have the respective meanings assigned to them herein-below, unless the same be contrary or repugnant to the subject or context:

NOW THIS INDENTURE WITNESSETH as follows:

A. In the premises aforesaid and in consideration of Rs00,00,000/- (Rupees Only) paid to the developer/confirming party (receipt of which the developer/confirming party doth hereby acknowledges) the OWNER/VENDOR hereby sell, convey, assign and assure unto the purchasers ALL THAT piece and parcel of Tiles flooring Residential Flat being No....., having Carpet area of Sq. Ft. (..... Square Feet) more or less corresponding to Super Built-Up area of Sq. Ft. (..... Square Feet) more or less consisting of ... (.....) Bed Rooms, 1 (One) Living/Dining, 1 (One) Kitchen, 2 (Two) Toilets, situated on the side of the Floor of the residential building along with exclusive right upon the Covered Car Parking space on the Ground Floor of the said New Building Together with an undivided proportionate share of rights, titles, and interests over the land mentioned in the First Schedule and common areas, parts, portions, facilities, amenities mentioned in the Third Schedule, and installations as are available in the said premises, laying and situated at Municipal Holding No. 113, Paschim Mahamayapur, Post Office- Garia, Police Station-Narendrapur (formerly Sonarpur), Kolkata-700084, nearest road Garia Garden, under Ward No. 28 of the Rajpur Sonarpur Municipality, within the jurisdiction of Additional District Sub registry Office at Garia, District-South 24 Parganas, in the State of West Bengal hereunder written including the right to the use and enjoyment of the same in common with the other owners and occupiers of the time being of all other portions of the said premises subject however to the like share in all the liabilities relating to the said building including municipal rates and taxes (both shares), levies, costs of repairs and maintenance of the said building, cost of lighting of the common areas and other lawful costs of preservation, protection and maintenance of the said buildings which are set out in the Fourth Schedule hereunder written **TOGETHER WITH** all sorts of easements and appurtenant thereto for beneficial enjoyment of the said flat including car parking and easements of air, water light, free ingress to and egress from the said flat and the common area, or howsoever otherwise the same is described or distinguished **TO HAVE AND TO HOLD** the same absolutely and forever subject to the terms and conditions and/or liabilities as hereinbefore mentioned as well as mentioned in the Fifth Schedule hereunder written.

B. THE LAND OWNER/VENDOR HEREBY COVENANT WITH THE PURCHASERS as follows:

a. Notwithstanding any act deed or matter or thing by the vendor done executed or knowingly suffered to the contrary, the vendor has good right, title and interest, full power and absolute authority to sell, transfer, convey, assign and assure the said Flat to the purchasers in manner hereinbefore stated.

b. The vendor as well as the developer has handed over the possession of the said Flat to the purchasers in fully vacant condition and the purchasers shall enjoy the said Flat without any hindrance from the vendor or any person claiming through the vendor or in trust for the vendor.

c. The said Flat is free from all sorts of encumbrances, attachments, liens, lispendens, mortgages.

d. That all rates, taxes and other outgoings due and payable if any till date of this Deed in respect of the Flat herein conveyed have been fully paid, discharged and satisfied.

C. THE PURCHASERS HEREBY COVENANTS WITH THE DEVELOPER/CONFIRMING PARTY as follows:

- a) The Purchasers shall co-operate with the Developer/Confirming Party in the management and maintenance of the common portions, of the building and the formation of the Co-owners Association.
- b) Not to obstruct the further construction and completion of the building in any manner whatsoever notwithstanding any temporary inconvenience to the purchasers' use and enjoyment of the Flat.
- c) The Purchasers shall pay apart from the aforesaid consideration money one non-refundable sum to the Developer as Proportionate security deposit/expenses for the electricity connection of the building, and Security deposit payable to WBSEDCL for the electric meter of the said Flat.
- d) The Purchasers shall apart from all other deposit amount whatsoever stated anywhere in this Agreement, the Purchasers shall also pay a sum of Rs. 10,000/- (Rupees Ten Thousand) only (hereinafter called the "Sinking Deposit") and out of the said sinking deposit, the amount to be incurred for the common purposes by the developer shall be deducted and balance of the sinking deposit remains if any, shall be transferred to Association after formation as Corpus Deposit.
- e) To allow the Developer/Confirming Party and its workmen to enter into the Flat to carry out the works required for the common purpose of giving prior notice to the Purchasers.
- f) To pay a proportionate share of the common expenses regularly and punctually and also outgoings and the rates and taxes for and/or respect of the land and the buildings proportionately and for the flat wholly.
- g) To bear/pay the proportionate shares of the costs of formation and expenses of the Association.
- h) To sign all papers, applications and/or declarations or writing as may be necessary for the purpose of formation and/or registration of the Association.

THE FIRST SCHEDULE ABOVE REFERRED TO:
(Description of the property)

ALL THAT piece or parcel of Bastu Land measuring about 4 (Four) Cottahs 7 (Seven) Chittacks 17 (Seventeen) Sq.ft. more or less laying at Mouza-Barhans Fartabad, J.L. No. 47, in R.S. as well as L.R. Dag Nos. 588 and 589, under R.S. Khatian No. 1174, and L.R. Khatian No. 2411, being Municipal Holding No. 113, Paschim Mahamayapur, Post Office- Garia, Police Station-Narendrapur (formerly Sonarpur), Kolkata-700084, nearest road Garia Garden, under Ward No. 28 of the Rajpur Sonarpur Municipality, within the jurisdiction of Additional District Sub registry Office at Garia, District-South 24 Parganas, in the State of West Bengal which is butted and bounded as follows.

- ON THE NORTH** : By House of B. Chattopadhyay ;
- ON THE SOUTH** : By 16' ft wide Municipal Road named Garia Gardens Road also known as Mahamayapur School Road ;
- ON THE EAST** : By 12' ft wide Municipal Road named Garia Gardens Road also known as Mahamayapur School Road ;
- ON THE WEST** : By Land and Building of others.

THE SECOND SCHEDULE ABOVE REFERRED TO:
(Description of the property hereby conveyed)

ALL THAT piece and parcel of Tiles flooring Residential Flat being No....., having Carpet area of Sq. Ft. (..... Square Feet) more or less corresponding to Super Built-Up area of Sq. Ft. (..... Square Feet) more or less consisting of ... (.....) Bed Rooms, 1 (One) Living/Dining, 1 (One) Kitchen, 2 (Two) Toilets, situated on the side of the Floor of the residential building along with exclusive right upon the Covered Car Parking space on the Ground Floor of the said New Building Together with an undivided proportionate share of rights, titles, and interests over the land mentioned in the First Schedule and common areas, parts, portions, facilities, amenities mentioned in the Third Schedule, and installations as are available in the said premises, laying and situated at Municipal Holding No. 113, Paschim Mahamayapur (West Mahamayapur), Post Office- Garia, Police Station-Narendrapur (formerly Sonarpur), Kolkata-700084, nearest road Garia Garden, under Ward No. 28 of the Rajpur Sonarpur Municipality, within the jurisdiction of Additional District Sub registry Office at Garia, District-South 24 Parganas, in the State of West Bengal which is duly delineated and/or earmarked in the sketch plans and/or maps annexed hereto and bordered by “**RED**” ink. having **LIFT PROVISION**.

THE THIRD SCHEDULE ABOVE REFERRED TO

(Common Area)

1. Boundary Walls, Main Entrance and Gate, Common Passage, Corridor, Pathways, Landings on all floors, Outer walls, Septic Tank.
2. Drainage, Sewerage connections, evacuation pipes connection/ pipes from the building to Municipal Duct etc. rain water pipes.
3. Main Water pipes, Overhead and Underground Water reservoir, surrounding drains of the Building.
4. Open spaces surrounding the building, roof, staircase, landings
5. Lift, lift well, lift machine & lift machine room.
6. All other fixtures, fitting, portions, areas, and part utilities are to be enjoyed and used in common by all the owners and occupiers of the buildings.

THE FOURTH SCHEDULE ABOVE REFERRED TO

(Common expenses)

1. Maintaining, Repairing, Rebuilding, Replacement of any portion of Building/s or other common portions, Lift, Pump, Electricity, Main Gate, passage, Staircase, Landing, and Lobbies.
2. Decorating, Painting, White Washing of the exterior part of the Building and Main Entrance, etc.
3. Cleaning and lighting of common portions including Drain, Water Tank, Water connections, plumbing connection, and septic Tank.
4. Municipal Rates and Taxes, impositions, levies, Ground Rent, electric charges, maintenance of motor pump.
5. Such other expenses as may be necessary or incidental to the above expenses for the purposes of common enjoyment.
6. Caretaker, security guard, and sweeper salaries.

THE FIFTH SCHEDULE ABOVE REFERRED TO

1. The allottees/purchasers confirm to have inspected the building Plan as sanctioned by Rajpur Sonarpur Municipality for construction of the building at Municipal Holding No. 113, Paschim Mahamayapur, Post Office- Garia, Police Station-Narendrapur (formerly Sonarpur), Kolkata-700084.
2. The purchasers have satisfied themselves in regard to the carpet area and the super build up area of the flat.
3. The purchasers have satisfied themselves as to the specifications of the building and amenities and facilities available to them over the premises. The purchasers satisfied themselves with regard to the Vendor' title to the said premises.
4. The Purchasers have satisfied themselves with the scheme for sale of the different portions of the building Municipal Holding No. 113, Paschim Mahamayapur, Post Office-

Garia, Police Station-Narendrapur (formerly Sonarpur), Kolkata-700084 and also with the nature, scope and extent of the benefits or interest in the common area and facilities and with the full purport and implications of the conditions and agreements contained in the Schedule.

4. The common areas and facilities mentioned in the Third Schedule hereto shall at all times be held and enjoyed joint by the owners and/or occupiers of the different portions of the said premises in so far as the same be necessary for proper use and enjoyment of the portion of the premises allotted or purchased by them and shall be used and enjoyed by them in common amongst themselves and no owner or occupier of any portion of the said premises shall be entitled to make a portion or division thereof or claim to have any exclusive right to any portion thereof.

5. Each owner and occupier of different portions of the said premises shall use the said common areas and facilities for the purpose for which they are intended without hindrance or encroaching upon the lawful rights of the owners and occupiers of other portions thereof.

6. The common area and facilities shall remain undivided and no owner of any portion of the building/s shall be entitled to make partition or division thereof.

7. No owner of any portion of the said premises shall do any act that may be prejudicial to the soundness or safety of the building/s or may in any way impair any easement or make any material change in the portion of the building so purchased by them.

8. The purchasers shall have no right of ownership of any nature or kind whatsoever in respect of any of the terrace/roofs and open spaces, stairs and common space of the said building which will be used for the common purpose of the co-owners.

9. The purchasers shall not throw or accumulate or cause to be thrown or accumulated any direct rubbish or other refuse in the common and/or any portion of the building.

10. The rights of the allottees/purchasers of the said Flat along with the percentage of interest in the common areas and facilities and in the liabilities shall be transferable as any other immovable property.

MEMO OF CONSIDERATION

Received a sum of Rs.00,00,000/- (Rupees Only) from the purchasers to sell convey and transfer the entire second schedule mentioned property.

DATE	RTGS/BANK TRANSFER	BANK	Amount
TOTAL: Rs.00,00,000/- (Rupees Only)			

WITNESSES:

1.

2.

Signature of Developer/Confirming party

IN WITNESS WHEREOF THE PARTIES HEREIN PUT THEIR RESPECTIVE SIGNATURES ON THE DAY, MONTH, AND YEAR FIRST ABOVE WRITTEN.

SIGNATURE OF VENDOR THROUGH ITS CONSTITUTED ATTORNEY **SIGNED, SEALED & DELIVERED** by
within named Vendor/owner,
Developer/Confirming Party and
Purchasers in the presence of Witnesses at
Kolkata.

1.

SIGNATURE OF THE DEVELOPER

SIGNATURE OF THE PURCHASERS

**DRAFTED BY ME AS PER
INSTRUCTION AND DOCUMENTS
PROVIDED BY THE CLIENT**

Rajib Ghosh

Advocate

Rco Legal Advocate & Solicitors

High Court Calcutta, 6, Old Post Office
Street, Basement Room No.1, Kolkata-
700001.