

DEED OF CONVEYANCE

THIS INDENTURE is made this the _____ day of _____,

Two Thousand Twenty Four.

BETWEEN

SMT. BANDANA PAUL (AQQPP7291J) (Aadhaar-8691 8981 8814)

wife of Sri Adhir paul by occupation- Housewife , by faith- Hindu, presently residing at premises no 13/1 Mahadeb Banerjee Lane, Kadamtala, P.S -Batra, Howrah, and also at 49 Ramnath Das Road, Kolkata-700031, P.S- Kasba now Garfa P.O- Dhakuria herein called referred to as the "**OWNER**" (which term or expression shall unless excluded by or repugnant to the subject or context shall mean and include her heirs, executors legal representatives, administrators and assigns) of the **FIRST PART**

The owner/vendor represented by their constituted attorney namely **M/S HAPPY VALLEY CONSTRUCTION** a Proprietorship Firm having its registered office 67 Tanupukur Road, P.O-Dhakuria, P.S-Garfa Kolkata-700031, District South 24 Paraganas, represented by its sole proprietor **SRI AVIJIT GHOSHAL (PAN-AVKPG0712A)**

(Aadhaar-4416 0156 3356) Son of Sri Sudhir Chandra Ghoshal an adult Indian citizen by faith- Hindu by occupation -Business, Residing at 67 Tanupukur Road, P.O-Dhakuria, P.S-Garfa Kolkata-700031, District South 24 Paraganas, by virtue of a registered Development Agreement along with Development Power Of Attorney DatedRegistered at

.....

AND

(BUYER) _____ **(PAN No** _____ **) (Aadhaar** _____ **)** son of Sri _____, by faith- _____, by occupation- _____, residing at

_____ hereinafter referred to as the **PURCHASERS** (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include their respective heirs, executors, administrators, legal representatives and assigns) of the **SECOND PART**.

AND

1) **M/S HAPPY VALLEY CONSTRUCTION** a Proprietorship Firm having its registered office 67 Tanupukur Road, P.O-Dhakuria, P.S-Garfa Kolkata-700031, District South 24 Paraganas, represented by its sole proprietor **SRI AVIJIT GHOSHAL (PAN-AVKPG0712A) (Aadhaar-4416 0156 3356)** Son of Sri Sudhir Chandra Ghoshal an adult Indian citizen by faith- Hindu by occupation -Business, Residing at 67 Tanupukur Road, P.O-Dhakuria, P.S-Garfa Kolkata-700031, District South 24 Paraganas, Jadavpur hereinafter referred to as the **DEVELOPER** (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include its successors or successors-in-office and assigns) of the **THIRD PART.**

WHEREAS by virtue of a final decree dated 19.05.2017 passed by the Ld. Civil Judge, Sr. Division 5th court in connection with the Title Suit No.151 of 1999 (Govindo Chanda Kundu and others vs. Bina Kundu & Ors.) confirmed the order dated 16.09.2016 in respect of land measuring about 15 Cottahs 12 Chittaks lying and situated at 49 Ramanath Das Road, Kolkata-700031, P.S- Kasba now Garfa P.O- Dhakuria within the ambit of K.M.C Ward No. 92.

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AND WHEREAS the Ld. Court held that Lot "A" was allotted in favour of **Alip Kundu** ,Lot "B" was decreed in favour of **Bina Kundu** (now deceased) and **Pradip Kundu** and Lot "C" was allotted /decreed in favour of **Bandana Paul(Kundu)**

AND WHEREAS the land owner herein is a sole and absolute owner as well as user and occupier of piece and parcel of land measuring about 6 cottahs 24 sq.ft along with structure there upon.

AND WHEREAS after getting decree from the Ld. Court the land owner applied for mutation before the Kolkata Municipal Corporation in respect of land measuring about 6 cottahs 24 sq.ft along with structure there upon. situated at situated at 49 Ramanath Das Road, Kolkata-700031, P.S- Kasba now Garfa P.O- Dhakuria within the ambit of K.M.C Ward No. 92.

AND WHEREAS That the said land was assessed previously as premises no. situated at 49 Ramanath Das Road, Kolkata-700031, P.S- Kasba now Garfa P.O- Dhakuria within the ambit of K.M.C Ward No. 92. Now 49 /3 Ramanath Das Road, Kolkata-700031, P.S- Kasba now Garfa P.O- Dhakuria being Assessee no- **210921906729** and while seized and possessed of the aforesaid property ,landowner started paying taxes to the

competent authority regularly and enjoy ownership peacefully free from all encumbrances whatsoever.

AND WHEREAS the owner herein is the sole and absolute owner as well as user and occupier of piece and parcel of land measuring about 6 cottahs 24 sq.ft along with structure there upon be the same or little more comprised in Mouza- Dhakuria, J.L. no 18 P.S- Garfa, District Sub Registry Office at Alipore, District South 24 Paraganas premises no. 49 Ramanath Das Road, Kolkata-700031, P.S- Kasba now Garfa P.O- Dhakuria within the ambit of K.M.C Ward No. 92. Now **49 /3 Ramanath Das Road, Kolkata-700031, P.S- Kasba now Garfa P.O- Dhakuria being Assessee no- 210921906729** along with all rights attached thereto herein after called and referred to as the "**PREMISES**" which is morefully and particularly described in the "**FIRST SCHEDULE**" herein under written.

AND WHEREAS the present owner thereafter decided to develop the scheduled property by constructing a G+IV storied building with lift facility ,comprising of a number of residencial flats on different floors, car parking spaces in the ground floor, but due to lack of knowledge experience in the field of construction ,has now decided to do the same by appointing a **DEVELOPER** who is financially and technically sound to

construct a **G+IV** storied building with lift facility upon the aforesaid property as per the sanctioned building plan duly sanctioned from the **Kolkata Municipal corporation .BUING PLAN NO 2024100042**

AND WHEREAS the **DEVELOPER** herein coming to know the facts of such desire of the **OWNER** herein, has made a proposal in relation to the aforesaid development of the said property before the **OWNER** .The **OWNER** after necessary investigations and through understanding with the **DEVELOPER** herein, have agreed to develop the said premises by the **DEVELOPER**. Both the parties hereto have mutually analysed ,discussed,, agreed and thereafter entered into a **Registered Development Agreement** along with **Development Power of Attorney** dated 1ST April 2023 for the construction of G+IV storied building with lift facility upon the aforesaid property and the said **Development Agreement** along with **Development Power of Attorney** the entire Developer allocation and entire Owner allocation have been precisely described and now the **DEVELOPER** has developed as well as promoted the entire premises as described in the **SCHEDULE** below as per the sanctioned building plan being building plan no 2024100042 dated 18.05.2024

From **the Kolkata Municipal Corporation.**

AND WHEREAS during construction of the building the **DEVELOPER** declared to sell the flats etc .with habitable use of the **DEVELOPER ALLOCATION** and the **PURCHASER** herein knowing the same and after satisfaction of the title of the property agreed to purchase one residential flat situated on the first floor southern side measuring 1230 sq.ft super built up area consisting of 3 Bedroom,1 Drawing cum Dinning,2 Toilets, 1 Kitchen and 1 Varandah including the proportionate share of land and other basic amenities available at the building of the said G+IV storied building on satisfaction of the **PURCHASER** regarding the specifications of the flat and its area and also right to use all common service area and other facilities and also right to use the common portions, common passage, staircase, landing, etc. as well as roof for the service purpose and other necessary easement rights as decribed in the **THIRD SCHEDULE** hereunder written.

AND WHEREAS both the **DEVELOPER** agreed to sale and the **PURCHASER** agrees to purchase the said flat situated on the first floor southern side of the G+IV storied building as described in the second schedule below together with undivided proportionate share of land as decribed in the **FIRST SCHEDULE** below and also right to use all common rights and facilities as decribed in the **THIRD SCHEDULE** for a

Total consideration price of **Rs-_____Rupees _____ only**) free from all encumbrances, liabilities, which is under **DEVELOPER /CONFIRMING PARTY allocation**

AND WHEREAS the **DEVELOPER** entered into an **Agreement for Sale** dated..... with the purchaser and the developer has agreed to sell the purchaser the said flat situated on the first floor southern side measuring **1230 sq.ft super built up area** consisting of **3 Bedroom,1 Drawing cum Dinning,2 Toilets, 1 Kitchen and 1 Varandah** as described in the **second schedule** below together with undivided proportionate share of land as decribed in the **FIRST SCHEDULE** below and also right to use all common rights and facilities as decribed in the **THIRD SCHEDULE** at for the price of **Rs-_____ (Rupees _____ only)** Out of **developer allocation**. Lying and situated within Ward no.92. of the Kolkata Municipal Corporation being premises no. **49/3 Ramanath Das Road P.O- Dhakuria P.S- Garfa Having Aseessee no.-210921906729.**

NOW THIS INDENTURE WITNESSETH That in Persuance of the said **Agreement for sale** Dated.....and in consideration of sum of **Rs- _____ (Rupees _____ only)** has been fully paid by the

PURCHASER to the **CONFIRMING PARTY/DEVELOPER** on or before execution of this Deed only on different dates as described in Memo of Consideration and the **DEVELOPER** hereby acknowledge and admits and/or for the same and every part thereof both truly acquit release and forever discharged the **PURCHASER** of all his liabilities thereof and it is noted that the entire consideration money of **Rs-_____ (Rupees _____ only)** against the said flat have been received by the **DEVELOPER /CONFIRMING PARTY** and both the **OWNER /VENDOR** and the **CONFIRMING PARTY/DEVELOPER** as beneficial owner and party respectively do hereby grant, convey, transfer ,assigns, assure unto the said **PURCHASER** free from all encumbrances **ALL THAT** the undivided proportionate share of interest in the said land morefully and more particularly described in the **FIRST SCHEDULE** hereunder written together with a flat situated on the first floor southern side measuring **1230 sq.ft super built up** area consisting of 3 Bedroom,1 Drawing cum Dinning,2 Toilets, 1 Kitchen and 1 Varandah as described in the **second schedule** of G+IV storied building out of **Developer allocation** lying and situated within ward no.92 of Kolkata Municipal Corporation being premises no. **49 /3 Ramanath Das Road, Kolkata-700031, P.S- Kasba now Garfa P.O- Dhakuria** being Assessee no- **210921906729** with

easement and quasi easement rights, roof rights, reservoir, sewerage, sanitation, electricity, staircase, landings all common parts of the said building and the said land underneath the building and surroundings appurtenances fittings & fixtures and installations whatsoever **AND THE** proportionate undivided share of interest of and in the entrance gate, passages, path ways, common passage, stairs, roof, landings, and installation and all other common benefits whatsoever hereby agreed to be sold and hereby transferred unto and to use of the purchasers absolutely and forever subject to covenants and conditions whatsoever and obligatory on the part of the purchaser to be observed and performed . **AND ALL** the estate, rights, title, claim, demand, whatsoever of the developer into and upon the said land together with undivided proportionate share or interest . **TO HAVE AND TO HOLD** the said flat together with undivided proportionate share in all common parts as aforesaid free from all encumbrances, attachments, liens, charges, dispendances, claims, demands, trusts and liabilities and the vendor hereby covenant with the purchaser that notwithstanding any act, deed, matter or thing by the developer or his predecessor done executed or knowingly, suffered in the contrary, the Developer has acquired good right, title, interest, full power and absolute authority and indefeasible

title in the said land hereditaments and the ownership flat and every part thereof hereby conveyed or expressed or intended so to be unto and to the use of the purchaser in the manner aforesaid and the purchaser shall and may at all times hereafter peaceably and quietly own possess and enjoy the said flat together with undivided proportionate share of the land and premises and receive and realize the rent issue and profits without any lawful eviction interruption, claim or demand whatsoever by the Developer or any person lawfully or equitably claiming from under or in trust in title and at all times hereafter at the request of the purchaser make do and execute or caused to be done and executed all such acts, deeds, matters and things whatsoever for further better and more perfectly assuring the said flat and or the property and every part thereof hereby granted & conveyed **NOTWITHSTANDING HOWEVER** the purchaser shall hold and the said flat and all other property or properties thereof fully hereunder written and to the intend and purpose the purchasers shall remain however responsible to the covenants and conditions containing there under.

The Developer also declare that the flat hereby sold have not been previously leased, mortgaged, sold or in any way transferred and there is no charge, lien, lispence or any attachment. There are no case, suit or

proceedings pending before any court of law against the said flat. The Developer sold the flat while having good and marketable title therein and free from all encumbrances.

If any error or omission is transpired in this deed in future, the Developer shall at the cost and request of the purchaser do and execute and cause to be done and executed and supplementary Deed or Deed of Rectification/Declaration in favour of the Purchaser.

THE DEVELOPER DOETH HEREBY COVENANT WITH THE PURCHASERS as follows:

- a) Notwithstanding any act deed matter or thing whatsoever heretofore done or executed or knowingly suffered by the Developer to the contrary the Developer is seized and possessed or of otherwise well and sufficiently entitled to the said property hereby sold granted transferred conveyed assigned and assured or otherwise expressed or intended so to be and every part thereof without any manner or conditions use, trust or other things whatsoever to alter defeat encumber or make void the same.

- b) The interest which the Developer doth hereby profess to transfer subsists and that the Developer has good right full power and absolute authority to grant, sell, convey transfer, assign and assure unto and to the use of the Purchasers the said Property hereby sold granted transferred conveyed assigned and assured or otherwise expressed or intended so to be and every part thereof unto and to the use of the Purchaser in manner aforesaid and according to the true intent and meaning of this presents.
- c) That it shall be lawful for the Purchasers at all times hereafter, subject nevertheless to compliance of the rules and regulations applicable under law and of the covenants of the Purchasers hereunder, peaceably and quietly to enter into and upon and hold possess and enjoy the said property and every part thereof and receive the rents, issues and profits thereof without any lawful eviction interruption disturbance claim or demand whatsoever from or by the Landowners and/or developer or any person or persons having or lawfully or equitably claiming any estate right title and interest whatsoever in the said property from through under or in trust for the Developer and that free and clear and

freely and clearly and absolutely acquitted exonerated and forever discharged or otherwise by the Developer well and sufficiently saved, defended, kept harmless and indemnified against all charges and encumbrances whatsoever made done executed occasioned or knowingly suffered by the Vendor.

- d) That the Landowner and all persons having or lawfully or equitably claiming any estate, right, title or interest whatsoever in the said property from through under or in trust for the Landowner shall and will from time to time and at all times hereafter upon every reasonable request and at the costs of the Purchasers make do acknowledge and execute or cause to be made done acknowledged and executed all such further and other acts, deeds, things and assurances whatsoever for further better and more perfectly assuring the said property and every part thereof hereby sold, granted, transferred, conveyed, assigned and assured unto and to the use of the Purchaser in the manner aforesaid as shall or may be reasonably required.

- a) All Municipal rates and taxes and all other outgoings in regard to the said property for all the periods prior to or upto the date hereof will be borne and paid by the Landowners and/or Developer.
- b) The developer shall bring and/ or install main electric line up to common meter board and bring electricity connection from the professional supplier of C.E.S.C. The purchaser shall arrange for his own electric meter for the said flat at his own cost
- h) The Developer shall install water pump of adequate capacity and pipelines for the purpose of lifting water from the ground reservoir to the overhead water tank.
- i) **AND THAT** it shall be lawful for the Purchaser from time to time and at all times hereafter to enter into and upon and to use, hold and enjoy the **SAID FLAT** and the Properties appurtenant thereto and all benefits, rights and properties hereby conveyed and every part thereof and to receive the rents, issues and profits thereof without any interruption disturbance claim or demand whatsoever from or by the Developer or any person or persons claiming through under or in trust for the Vendor unless otherwise expressly mentioned herein AND freed and cleared from and

against all manner of encumbrances, trusts, liens and attachments whatsoever SAVE only those as are expressly contained herein;

j) AND THAT the Developer shall not do anything or make any grant or term whereby the rights of the Purchasers hereunder may be prejudicially affected and shall do all acts as be necessary to ensure the rights available to the Purchasers as a Purchasers and as an Owner hereunder;

k) AND FURTHER THAT the Developer shall duly fulfill and perform all their respective obligations and covenants elsewhere herein contained;

1. **THE PURCHASER DOTH HEREBY COVENANT WITH THE VENDOR** as follows:

2. to observe, fulfill and perform the rules, regulations and covenants hereunder written SAVE those thereof as have already been observed,

fulfilled and performed and to regularly pay and discharge all taxes, impositions and all other outgoings on and in connection with the

said Flat and properties appurtenant thereto wholly and the Common Portions proportionately including the Common Expenses and also to join the Association formed or to be formed by the Owners of the flats at the Building for maintenance of the building.

3. PROVIDED ALWAYS AND IT IS, HEREBY EXPRESSLY AGREED AND DECLARED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS :

4. THAT the said Flat and the properties appurtenant thereto in terms hereof have been constructed, completed and tenantable and vacant possession thereof has been delivered by the Vendor and received by the Purchasers;

5. AND THAT the Purchaser neither have nor shall claim from the Vendor and/or the other Co-Owners any right, title or interest in any other part or portion of the said portion and/or the Building SAVE the said Flat and the properties appurtenant thereto and the benefits, rights and properties hereby sold and conveyed.

THE FIRST SCHEDULE ABOVE REFERRED TO

ALL THAT piece or parcel of Bastu land measuring **6 cottahs 24 sq.ft (4344 sq.ft)** along with structure thereupon lying and situated at Mouza-Dhakuria, J.L. no-18 ,within the limit of the Kolkata Municipal Corporation , ward no-92 within P.S- Kasba now Garfa ,Kolkata-700031, being the premises no.49/3 ,**Ramanath Das Road ,P.O -Dhakuria, having Asseessee no.-210921906729 ,Sub Registry Office A.D.S.R., Sealdah, in the District of South 24 Paraganas, Which is Bound and Butted as follows**

ON THE NORTH BY : By 20' ft wide Ramanath Das Lane

ON THE SOUTH BY : By property of Banadana Paul

ON THE EAST BY : By land under Dag no.3229

ON THE WEST BY : By property of Alip Kundu

THE SECOND SCHEDULE ABOVE REFERRED TO

ALL THAT piece and parcel of the portion of the **G+IV** storied building, hereditaments and premises, as described in the **First Schedule** herein before being the **flat No....** on the southern side of the First Floor of the said building comprising of 3 Bedrooms, 1 Drawing cum Dinning, 2 Toilets, 1 Kitchen and 1 Varandah containing by admeasurements having built up area about **1230 sq.ft** super built up area. be the same a little more or less along with the undivided impartible proportionate share or interest of the lands out of such first schedule lands, with all fittings, fixtures, connections, lights, electrical, whatsoever therein, with all easement rights, the said flat also morefully shown, delineated and depicted with the coloured RED Border lines with the Map or Plan is annexed herewith, and all the common areas, spaces, facilities, amenities, common maintenances, managements and all the common costs and expenses therein, lying and situated on and being the said premises **No 49/3 , Ramanath Das Road ,P.O - Dhakuria, P.S-Garfa having Asseessee no.-210921906729 ,Sub Registry Office A.D.S.R., Sealdah, in the District of South 24 Paraganas,** as which has been morefully mentioned and written in the First Schedule hereinbefore

- 9) Boundary walls , main gate and/or side gates if any.
- 10) lift and lift room of the building

SCHEDULE FOUR ABOVE REFERRED TO
(COMMON EXPENSES TOWARDS OWNERSHIP)

- 1) All cost of maintainence ,operating,replacing,painting, lift repairing,and lighting of common parts,roof and also the other parrt of the said building.
- 2) All charges and deposits for supplies of common utilities, salary of the security guard ,sweeper and other incidental cost .
- 3) The Kolkata Municipal Corporation taxes and other outstandings save those as are separately assessed on the respective units.
- 4) Costs and charges of establishment for maintainence of the said building.
- 5) All litigation expenses for protecting the title of the said land and building.

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

Arijit Ghoshal,

SIGNED SEALED AND DELIVERED

by the said **Developer** at Kolkata

in the presence of :

1.

2.

SIGNED SEALED AND DELIVERED

by the said **PURCHASER** at Kolkata

in the presence of :

1.

2.

MEMO OF CONSIDERATION

RECEIVED of and from the within named **PURCHASERS**

the within mentioned sum of **Rs-_____**(Rupees
_____ only) as total consideration money in terms of this

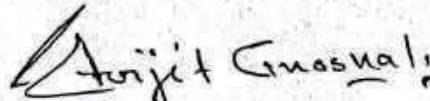
Indenture as per **memo of consideration** below :

TOTAL = _____ of **Rs-_____**(Rupees
_____ only)

Witnesses:

1.

2.


Developer