

DEED OF CONVEYANCE

This Deed of Conveyance executed on the _____ day of _____, 20____,

BYANDBETWEEN

CASTINGS AND METAL PRODUCTS PVT. LTD., PAN - AABCC1231F, a non-functioning Company having its office at 122, B.T. Road P.O. Alambazar, P.S. Baranagar, Kolkata - 700035, represented by its Directors **1. SMT. TAPASREE CHAUDHURI, PAN - ACSPC0365L, AADHAAR - 6256 7449 9462**, daughter of Late Harendra Kumar Roy, by faith Hindu, by occupation Business, residing at 5N, Ram Mohan Mallik Garden Lane, P.O. & P.S. Belegkata, Kolkata - 700010, **2. SRI SOUMYADEEP CHAUDHURY, PAN - AFIPC9841A, AADHAAR - 7868 8649 8898**, son of BikasKusumChaudhury, by faith Hindu, by occupation Business, residing at 5N, Ram Mohan Mallik Garden Lane, P.O. & P.S. Belegkata, Kolkata - 700010, **3. SRI SOURADEEP CHAUDHURY, PAN - AEOPC6208G, AADHAAR - 3810 6091 8622**, son of BikasKusumChaudhury, by faith Hindu, by occupation Business, residing at 10/3, B.T. Road, P.O. & P.S. Belghoria, Kolkata - 700056, **4. SMT. MITRA ROY, PAN - ADJPR7476F, AADHAAR - 4850 0525 1738**, daughter of Late Harendra Kumar Roy, by faith Hindu, by occupation Business, residing at 10/3, B.T. Road, P.O. & P.S. Belghoria, Kolkata - 700056 hereinafter referred to and called as the “**LANDOWNER/VENDOR**” (which term or expression shall unless otherwise excluded by or repugnant to the subject or context be deemed to mean and include all its respective legal heirs, executors, representatives, administrators and/or assigns);

The Landowner/Vendor is represented by its constituted Attorney **SRI ASHA MUKUL GHOSH, PAN – AJOPG7658M, AADHAAR – 2200 2936 3520**, son of Sri KalyanGhosh, by faith Hindu, by occupation Business, residing at 40, Netaji Colony, P.O. Noapara, P.S. – Baranagar, Kolkata – 700090, by virtue of a Development Power of Attorney, registered in the office of A.D.S.R. Cossipore Dum Dum and recorded in Book No. I, Volume No. 1506-2022, Pages from 540881 to 540901, being No. 150616080 for the year 2022

AND

M/S AKASH CONSTRUCTION, a sole proprietorship firm, having its office at 40, netaji Colony, P.O. Noapara, P.S. Baranagar, Kolkata – 700090, represented by its proprietor **SRI ASHA MUKUL GHOSH, PAN – AJOPG7658M, AADHAAR – 2200 2936 3520**, son of Sri KalyanGhosh, by faith Hindu, by occupation Business, residing at 40, Netaji Colony, P.O. Noapara, P.S. – Baranagar, Kolkata – 700090 hereinafter referred to as the "**PROMOTER/DEVELOPER**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include itssuccessor-in-interest,executors,administratorsand permitted assignees);

AND

[If thePurchaser is a company] _____, (CIN no._____) a company incorporated under the provisions of the Companies Act, [1956 or 2013, as the case may be], having its registered office at _____, (PAN _____), represented by its authorized signatory, _____, (PAN No. _____, Aadhar no. _____) duly authorized vide board resolution dated _____, hereinafter referred to as the "**PURCHASER**" (which expression shall unless repugnant to the context or

meaning thereof be deemed to mean and include its successor-in-interest, executors, administrators and permitted assignees).

[OR]

[If the Purchaser is a Partnership] _____, a partnership firm registered under the Indian Partnership Act, 1932, having its principal place of business at _____, (PAN - _____), represented by its authorized partner, _____, (PAN No. _____, Aadhar no. _____) authorized vide _____, hereinafter referred to as the "PURCHASER" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors-in-interest, executors, administrators and permitted assignees, including those of the respective partners).

[OR]

[If the Purchaser is an Individual]

Mr. / Ms. _____, (PAN No. _____, Aadhar no. _____) son / daughter of _____, aged about _____, residing at _____, hereinafter called the "PURCHASER" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assignees).

[OR]

[If the Purchaser is a HUF]

Mr. _____, (PAN No. _____, Aadhar no. _____) son of _____ aged about _____ for self and as the Karta of the Hindu Joint Mitakshara Family known as _____ HUF, having its place of business / residence at _____, hereinafter referred to as the "PURCHASER" (which expression shall unless

repugnant to the context or meaning thereof be deemed to include his heirs, representatives, executors, administrators, successors-in-interest and permitted assigns as well as the members of the said HUF, their heirs, executors, administrators, successors-in-interest and permitted assignees).

WHEREAS by virtue of Decree passed in Civil Suit No. 55 of 1920, Smt. Krishna Bhabini Devi became the absolute owner of Land measuring 1 (one) bigha 6 (six) Cottahs at District 24 Parganas, MouzaBonhooghly, J.L. no. 6, Touzi No. 3027, Khatian no. 41, Dag nos, 403, 404, 405,P.S. and Municipality Baranagar.

AND WHEREAS while the said Krishna Bhabini Devi seized and possessed the said property she, for diverse weighty reasons she sold out the said property to Arup Kumar Datta on 14.03.1944. The said Deed of Gift was registered in the Office of Sub-Registrar Cossipore Dum Dum and recorded in Book No. 1, Volume No. 15, Pages 186 to 191 being no. 742 for the year 1944

AND WHEREAS by virtue of the said Deed of Gift, Arup Kumar Datta became the absolute owner of the said Land.

AND WHEREAS while the said Arup Kumar Dattaseized and possessed the said land, he sold out the said Land on 20.01.1961 to Casting and Metal Products Pvt. Ltd. . The said Deed of Conveyance was registered in the office of Sub-Registrar Cossipore Dum Dum and recorded in Book No. I, Volume No. 15, Pages 102 to 106 being no. 445 of the year 1961

AND WHEREAS Castings and Metal Products Pvt. Ltd. became the absolute owner of the land measuring an area 26 Cottahs and 10 sq. ft. at MouaBonhooghly, J.L. No. 6, Touzi No. 3027, R.S. Khatian no. 41, L.R. Khatian No. 4422, R.S. Dag Nos. 403, 404, 405, L.R. Dag No. 2611, 2612, P.S. and Municipality Baranagar, Premises No. 122, B.T. Road, Kolkata – 700108

erstwhile Kolkata – 700035, District North 24 Parganas

AND WHEREAS while Castings and Metal Pvt. Ltd. absolutely seized and possessed the said Land, the Directors of the Company mutated the name of the Company in the records of Baranagar Municipality and government authority.

AND WHEREAS business of the company already closed long back in such situation, the Landowner hereof with an object of having more gainful utilization of the said premises now, decided to develop the said land and building and are in search of an experienced developer to carry out the construction work with all financial responsibility.

AND WHEREAS the Promoter being engaged in the field of building/ promoting and construction and upon verification, scrutiny and due searching of all relevant papers and documents relating to the lawful right, bona fide interest and marketable title of the landowners in respect of the said premises, and having been fully satisfied with regard thereto approached Landowners with the proposal to undertake such development work by way of constructing the multi storied building on the First Schedule Property as per the plan sanctioned by the Baranagar Municipality after at its own cost and Landowners, being interested to the Proposal of the Promoter entered into a Development Agreement on 14.12.2022. The said **Development Agreement was registered in the Office of A.D.S.R. Cossipore Dum Dum and recorded in Book No. I, Volume No. 1506-2022, Pages from 540843 to 540880, being No. 150616048 for the year 2022.** Landowners also executed a Development Power of Attorney on 14.12.2022 in favour Sri AshaMukulGhosh. The said **Development Power of Attorney was registered in the office of A.D.S.R. Cossipore Dum Dum and recorded in Book No. I, Volume No. 1506-2022, Pages from 540881 to 540901, being No. 150616080 for the year 2022**

AND WHEREAS The Said Land is earmarked for the purpose of building a [commercial/residential/any other purpose] project, comprising multistoried apartment buildings and the said project shall be known as **‘AKASHDEEP’**("Project");

AND WHEREAS The Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter regarding the said land on which Project is to be constructed have been completed;

AND WHEREAS The Baranagar Municipality has granted the commencement certificate to develop the Project vide approval dated bearing no. -----
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AND WHEREAS according to the said development agreement, the developer handed over the Land Owners’ allocation to the Owners/Vendors and the developer got the below schedule property and other properties of the said G+__ storied building as their (developer’s allocation) allocated portion in accordance with the said development agreement.

AND WHEREAS due to urgent need of money the Owner/Vendor and the Developer declared **her** intention to sell out a **flat** from the **developer’s allocation Flat being No.** on the **..... FLOOR**, measuring **carpet area**sq.ft, super built up area **.....** sq.ft. more or less including proportionate share in common areas and facilities connected therewith alongwith the proportionate share of land of the said premises and the Purchaser on the other hand, coming to know such declaration, inspected all the relevant papers & documents including the title of the vendor of the said property and being satisfied **himself** with regard thereto and the nature scope and extent of the benefits, rights and interest provided to the purchaser and proposed **his** willingness to purchase the said **flat** at or for the consideration of **Rs. (Rupees)** only being the prevailing highest market

price, whereupon the Developer categorically agreed to the proposal of the Purchaser and the owners/vendors & developer agreed to sell the said **flat** to the purchaser **at the same consideration.**

The Govt value of the said **flat** is **Rs. (Rupees)** only.

NOW THIS INDENTURE WITNESSETH that in pursuance of the above and in consideration of the said sum of **Rs. (Rupees)** only by well and truly paid by the purchaser to the developer at or before the execution of these presents (the receipt whereof the Developer doth hereby admit and acknowledge the same as per memo below and the Owners/vendors and Developer do hereby acquit, release and exonerate the purchaser as well as the said **flat**) the owners/vendors and the developer do hereby grant, sell, convey, transfer, assign and assure unto the Purchaser, free from all encumbrances, attachments and other defects in title ALL THAT a **flat** as more fully and particularly mentioned in the **Schedule 'B'** hereunder written and in the annexed Plan bordered in ColourRED TOGETHER WITH the proportionate impartible undivided share of land as described in the **Schedule 'A'** below along with the constructions of common areas, half of the depth of the Partition walls and common passage and drains, sewers, water pipes and all other fixtures and equipment of common utility in the terms of square feet appertaining to the said building and more fully described in the **Schedule 'D'** hereunder written TOGETHER WITH proportionate, undivided, impartible share and/or interest in the land underneath the said building more fully described in the **Schedule 'A'** hereunder written and the REVERSION OR REVERSIONS, REMAINDER OR REMAINDERS AND THE RENTS, ISSUES AND PROFITS thereof in connection with the said **flat** and the properties appurtenant TO HAVE AND TO HOLD the said **flat** and the properties appurtenant thereto hereby granted, sold, conveyed, transferred, assigned and assured or expressed or intended so to be unto and to the use of the Purchaser

absolutely and for ever for a perfect and indefensible estate or inheritance in fee, simple in possession without any condition, use, trust or other things whatsoever in alter, defect, encumbrances or make void the same AND NOTWITHSTANDING any such act, deed, matter or thing whatsoever as aforesaid the owners/vendors and developer have good right, full power and absolute authority to grant, sell, transfer, convey, assign and assure the proportionate undivided, impartible share and/or interest in the land and the said **flat** hereby granted, sold, transferred, conveyed, assigned and assured and expressed or intended so to be unto and to the use of the Purchaser in the manner aforesaid and that the Purchaser shall and may from time to time and at all times hereafter peaceably and quietly possess and enjoy the said **flat** hereby granted, sold, transferred, conveyed, assigned or assured or expressed or intended so to be unto and to the use in the manner aforesaid and receive the rents, issues and profits thereof without lawful eviction, interruption, claim or demand whatsoever from or by the Owners/vendors and the developer or by any person or persons lawfully or equitably claiming or to claim from under or in trust for the owners/vendors and developer AND THAT free and clear and freely and clearly and absolutely acquired, exonerated, discharged or otherwise by the Owners/vendors and developer well and sufficiently have defended save harmless and indemnified of and from and against all manner of former and other estate, right, title, interest, lease, mortgages, charges, trusts, wakfs, Debuttur attachments, execution, lispendents, claims, demands and encumbrances, made or done, occasioned or suffered by the Owners/vendors or any person or Persons lawfully or equitably claiming or to claim by from through, under or in trust for the Owners/vendors.

THE OWNER/DEVELOPER AND THE PURCHASER DO HEREBY COVENANT HERETO as follows:

1. That the Purchaser shall and may at all times hereafter peaceably and quietly possess and enjoy the said flat with common areas, facilities and

that the Purchaser being the absolute owner of the said flat shall have all right to sell, transfer, mortgage and assign the said flat in any manner he/she likes for residential purpose only and the owners/vendors hereto shall have no right to give any objection to such transfer.

2. That the Purchaser hereto of the said flat shall always be entitled to pass, re-pass and to have ingress, egress to and from the Main Gate of the said building and through and from all common stairs, lift, landings, passages for the purpose of going and carrying all lugguages and articles without hampering the building.
3. That the Purchaser will and shall maintain the said flat properly and shall keep the same in good condition so that it may not cause any harm and/or prejudicallyeffect the other occupiers of the said building.
4. That the Purchaser after taking possession of the said flat shall be liable to pay the proportional Municipal taxes which is to be assessed later on.
5. That thePurchaser shall at all times hereinafter indemnify the owners/vendors and the developer for non-observance and non performance of covenant and conditions contained in these presents as are required to be observed and performed by the Purchaser of the said Flat.
6. That the Purchaser shall not use the said flat in such manner in which may or is likely to cause nuisance and annoyance to the other flat owners/vendors of the building nor shall use the same for any illegal or immoral purpose.
7. That the common walls not to be destroyed or damaged or otherwise hammered by way of hooking etc.
8. That thePurchaser hereto of the said flat shall not store or attach or

plan or permit to be stored or attached or planted any machine on the floor of the said flat or any portion thereof or to hang the same from the beam.

9. That the Purchaser shall not throw or accumulate dirt, rubbish, rags or other refuses or permits the same to be thrown or allow the same to be accumulated in his flat or in the compound or any portion of the said building.
10. That the purchaser shall have the equal common rights to affix to draw any wires, pipes, cables etc. from and to or through any common parts or common portions or other units without making any obstruction in the common portions and areas in a similar manner as enjoyed by the other occupants of the said building who also enjoy the easement rights to the common passage.
11. That the Purchaser shall have common rights with the owners/vendors over the boundary wall, common passage and space which are common for the purpose of ingress and egress and he/she can use a portion of the roof for installations T.V./Dish Antenna, daily use for the utilisation of the said roof along with the owners/vendors and other flat owner's.
12. That the Purchaser shall henceforth peaceably and quietly hold, possess and enjoy the rents and profits derivable from and put of the said property without any let, hindrance, interruptions and disturbances from or by the Owners/vendors or developer or any person or persons claiming through or under or in trust for the owners/vendors and developer and without any lawful act, hindrances, interruptions and disturbances by any other person or persons whatsoever.
13. That the purchaser hereby undertake to observe and perform all

the rules and regulations of association, society or the incorporated body of flat/shop/garage owners as may be adopted from time to time and at all times for protection, maintenance, use and occupation of a particular by the purchaser and also will bear all costs, charges and expenses for connection with the registration and formation of that association.

14. The the purchaser shall remain liable to pay and/or bear the goods and service tax (GST) to the government authority as per Government Rule to purchasing the said flat (if necessary).
15. That after completion of the building the developer herein shall apply for the completion certificate/occupancy certificate from the concerned department of Baranagar Municipality and on obtaining the same shall handover the copy of such certificate/occupancy certificate to the registered flat owner's association to be formed at the earliest with the participation of the allottees of the said building.

SCHEDULE A

DESCRIPTION OF THE PREMISES

ALL THAT piece and parcel of land measuring 26 Cottahs and 10 sq. ft. at MouaBonhooghly, J.L. No. 6, Touzi No. 3027, R.S. Khatian no. 41, L.R. Khatian No. 4422, R.S. Dag Nos. 403, 404, 405, L.R. Dag No. 2611, 2612, P.S. and Municipality Baranagar, Premises No. 122, B.T. Road, Kolkata – 700108 erstwhile Kolkata – 700035, District North 24 Parganas and butted and bounded as follows:-

ON NORTH	: By passage leading to HaridhanDaw's Garden
ON SOUTH	: By Premises No. 117, B.T. Road, Kolkata – 700035
ON EAST	: By Premises No. 121, B.T. Road, Kolkata – 700035

ON WEST : By B.T. Road

SCHEDULE-B

DESCRIPTION OF THE APARTMENT AND COVERED PARKING PART- I

ALL THAT piece and parcel of one self-contained flat being **Flat No.** _____ on the _____ **FLOOR** within the block _____ consisting of _____ BHK numbers of bed room, One drawing cum dining, One Kitchen, Two Balcony, One Attached Toilet, One Common Toilet, including proportionate share of stair case, and landing having total **Carpet area** _____ **sq.ft.** and **Balcony area** _____ **sq.ft.** and **super built up area (referred as CAM area)** _____ **sq. ft.** be the same a little more or less and as specifically shown in the annex floor Plan with bordered red together with undivided proportionate impartible share and interest in the land.

PART – II

ALL THAT right to use space for Car Parking in the **Covered Parking Area** measuring _____ sq.ft. approx. for parking of one Car only;

Schedule C

(COMMON AREAS)

1. The foundation column, beams, supports corridors, lobbies, stairs, roof, terrace, stairways, entrance and exists.
2. Pump and motor with installation.
3. Common passage and common areas inside or outside the building.

4. The common basements and common storage spaces
5. Overhead tanks and water pipes and other common plumbing installations.
6. Electrical fittings, meters and fittings and fixtures for lighting the staircase and other Common Areas (excluding those that are installed inside any particular apartment)
7. Drains and sewers from the four buildings to the municipality duct.
8. Water and sewerage evacuation pipes from the flat to drain sewers common to the four buildings.
9. Doors and windows on the staircase.
10. Boundary walls including outside plastering of the walls of the said four buildings and main gates.
11. Such other parts, areas, equipments, installations, fixtures, fittings, covered and open spaces in or about the said four buildings as are easements of necessity for the four buildings.
12. Lift, Stair, Lobby.

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the day and year first above written.

WITNESSES:

1.

2.

**SIGNATURE OF THE
LANDOWNER/VENDOR**

WITNESSES:

1.

2.

SIGNATURE OF THE DEVELOPER

WITNESSES:

1.

2.

SIGNATURE OF THE PURCHASER

Drafted by: -

MR. SUDARSAN ROY (ADVOCATE),

Calcutta High Court, Reg. No. WB-643/1995,

MEMO OF CONSIDERATION

RECEIVED from the within named **Purchasers** the sum **of Rs.**
_____ **(Rupees** _____ **)**
only as detailed herein below for proposed sale of the said Flat with facilities to
enjoy **Parking** at **“AKASHDEEP”**.

Pay Date	Mode	Instrument No	Instrument Date	Bank	Branch	Amount
TOTAL						

(Rupees _____ **) only**

SIGNED, SEALED AND DELIVERED
BY THE PARTIES AT KOLKATA
IN THE PRESENCE OF:

1)

2)

SIGNATURE OF THE DEVELOPER