

DEED OF CONVEYANCE

THIS DEED OF CONVEYANCE is made on this the day of
....., Two Thousand and Twenty Three, **2025, A.D.**

BETWEEN

SRI SAURAV TUNGA, (PAN: AEXPT8264N), (Aadhaar No. 5723 5051 3266), (Mobile No. 8777540672), son of Sri Ashok Kumar Tunga, by faith Hindu, by occupation Business, by nationality Indian, residing at 36/2, C.N. Roy Road, Post Office and Police Station - Tiljola, Kolkata - 700039, hereinafter called and referred to as the "**OWNERS'/FIRST PARTY**" (which expression shall unless excluded by or repugnant to the context be deemed to mean and include their heirs, executors, administrators, legal representatives and assigns) of the FIRST PART:

AND

B M R GROUP, (PAN: AANF86858J), a Partnership Firm, having its office at 10/3, C.N. Roy Road, Kolkata - 700039, represented by its partners: MR. BISWANATH DAS, (PAN: AJYPD9582B), (Aadhaar No. 6462 8466 2786), son of Sri Jaihind Das, MR. RAJU DAS, (PAN: BEOPD4547J), (Aadhaar No. 5388 4163 2513), son of Sri Jaihind Das, MR. MANOJ DAS, (PAN: AQGPD6198L), (Aadhaar No. 9095 7342 3927), son of Sri Jaihind Das, all by faith Hindu, by occupation Business, residing at 10/4, C.N. Roy Road, Kolkata - 700039, hereinafter called and referred to as the hereinafter called and referred to as the "**DEVELOPER/SECOND PARTY**" (which term or expression shall unless excluded by or repugnant to the context be deemed

to mean and include their legal heirs, executors, administrators, legal representatives and assigns) of the SECOND PART:

AND

M..... a company incorporated under the Indian Companies Act, 1956 having it's registered address at, under Police Station -, Kolkata - represented by it's one of the directors namely son of late Syed by faith by occupation --..... resident of under P.S. -, Kolkata - for the purpose of execution of this deed, hereinafter referred to as the **PURCHASER** (which expression unless repugnant to the context shall mean to include the legal transferees, legal representatives, successors in office etc.) of the THIRD PART.

WHEREAS:

A. AND WHEREAS one Nasruddin Mistry was the owner of a land comprised of Mouza – Kustia, J.L. No. 14, Touzi No. 1298/2833, Dag No. 1215, Khatian No. 290, Dihi – Panchannagram, Division – 5, Sub-Division – “Q”, Holding No. 12, under P.S. Tiljala, Kolkata – 700039, within the local jurisdiction of the Kolkata Municipal Corporation, under Ward No. 066, District South 24 Parganas, being Kolkata Municipal Corporation Premises No. 7/6, Chandra Nath Roy Road, P.O. & P.S. – Tiljala, Kolkata – 700039, with all paths, passages and easement rights appurtenant thereto.

AND WHEREAS the said Nasruddin Mistry died intestate leaving behind his son namely Sk. Deleruddin and daughter namely Abdibdhan Bibi as his legal heirs and successors.

AND WHEREAS the said Abdibdhan Bibi died intestate in May 1911 leaving behind her daughter namely Amanu Jan Bibi as her only legal heir and successor.

AND WHEREAS the said Sk. Deleruddin, with the intention to separate his land, filed Partition Suit No. 3 of 1928 before the 2nd Additional Sub-Judge at Alipore, wherein a Final Decree was passed on 15th May, 1929.

AND WHEREAS one Hajra Khatun purchased a land measuring more or less 01 Bigha 01 Cottah 06 Chittacks, comprised of Mouza – Kustia, J.L. No. 14, Touzi No. 1298/2833, Dag No. 1215, Khatian No. 290, Dihi – Panchannagram, Division – 5, Sub-Division – “Q”, Holding No. 12, situated at K.M.C. Premises No. 7, Chandra Nath Roy Road, P.S. – Tiljala, Kolkata – 700039, by way of Deed of Conveyance dated 21st April, 1933, registered at S.R. Alipore in Book No. I, Volume No. 46, Pages 30 to 33, Being No. 1573 of 1933, from the said Amanu Jan Bibi.

AND WHEREAS one Sarat Chandra Pal purchased the said land from Hajra Khatun by way of Deed of Conveyance dated 21st September, 1949, registered at S.R. Alipore in Book No. I, Volume No. 87, Pages 26 to 32, Being No. 4839 of 1949.

AND WHEREAS the said Sarat Chandra Pal entered into a Sale Agreement with Panchu Gopal Naskar for the sale of the said land, but the said agreement was mutually terminated due to certain issues.

AND WHEREAS one Sri Bhabasankar Tunga purchased a portion of the said land measuring more or less 02 Cottahs 13 Chittacks 05 Sq.ft., by way of Deed of Conveyance dated 19th November, 1952, registered at S.R. Alipore in Book No. I, Volume No. 114, Pages 91 to 97, Being No. 7060 of 1952, from the said Sarat Chandra Pal and Panchu Gopal Naskar.

AND WHEREAS the said Sri Bhabasankar Tunga mutated the said property in his name in the records of the Kolkata Municipal Corporation, being K.M.C. Premises No. 7/6, Chandra Nath Roy Road, P.S. – Tiljala, Kolkata – 700039, Assessee No. 21-066-02-0014-9.

AND WHEREAS the said Sri Bhabasankar Tunga died intestate leaving behind his son Sri Ashok Kumar Tunga and daughter Smt. Nibedita Tunga as his only legal heirs and successors, who became the absolute owners of the said property under the Hindu Succession Act, 1956.

AND WHEREAS one of the co-sharers, Smt. Nibedita Tunga, gifted her 50% undivided share in the said property to her brother Sri Ashok Kumar Tunga by way of Gift Deed dated 26th September, 2022, registered in the Office of the DSR-IV in Book No. I, Volume No. 1504-2022, Pages 35843 to 35862, Being Deed No. 11442 of 2022.

AND WHEREAS the said Donee, Sri Ashok Kumar Tunga, thereby became the absolute owner of the said property measuring more or less 02 Cottahs 13 Chittacks 05 Sq.ft. along with a pucca structure measuring approximately 700 Sq.ft. in dilapidated condition.

AND WHEREAS the said Sri Ashok Kumar Tunga, aged above 80 years, gifted the said property on an “as is where is” basis to his only son Sri Saurav Tunga by way of Gift Deed dated 29th December, 2022, registered in the Office of the DSR-III in Book No. I, Volume No. 1603-2022, Pages 641889 to 641907, Being Deed No. 20273 of 2022.

AND WHEREAS upon execution of the said Gift Deed, Sri Saurav Tunga became the absolute owner and possessor of the said property, with the existing old and dilapidated structure standing thereon, situated in Mouza – Kustia, Khatian Nos. 289 and 290, Sabek Dag No. 1215, Holding No. 12.

AND WHEREAS the said structure being in a dilapidated condition and unfit for habitation, the Owner decided to develop the said property by constructing a multistoried building through a reputed Developer having adequate financial and infrastructural capacity.

AND WHEREAS the erstwhile owners had earlier entered into a Development Agreement with Power of Attorney dated 13th December, 2021, registered in the Office of the DSR-II, Alipore, South 24 Parganas, in Book No. I, Volume No. 1603-2021, Pages 375285 to 375324, Being Deed No. 12857 of 2021, with the present Developers. Pursuant to the said agreement, a sanctioned Building Plan bearing No. 2022070094 dated 1st September, 2022 was obtained and construction commenced.

AND WHEREAS upon transfer of the property to Sri Saurav Tunga, the previous Development Agreement and Power of Attorney became invalid and ineffective.

AND WHEREAS the present Developers have agreed to enter into a fresh Development Agreement and Power of Attorney with the present Owner, Sri Saurav Tunga, on mutually agreed terms and conditions.

V. AND WHEREAS The Oumer have agreed to authorize the Developer to develop the said land described in the First Schedule hereunder written by constructing at Developer's own costs and expenses a new building thereon comprising of flats and car parking spaces on ownership basis and the Oumers are agreeable to convey the Developer's Allocation of proportionate share of land and building thereon to any Purchaser or Purchasers nominated by the Developer on the following terms and conditions agreed by and between the parties thereto.

NOW THIS INDENTURE WITNESSETH that in pursuance of the consideration of the said total sum of Rs./- (Rupees) only, the true and lawful money of the Union of India paid by the Purchasers to the Owner, for proportionate share of land and cost of construction of the said building, on or before the execution of these present and of and from the payment of the same both hereby acquit, release and forever discharge to the Purchasers of self-contained residential Flat in complete and finished condition. The Vendors/Developer both hereby grant, transfer, convey, sell, assigns and assure to and unto and in favour of the Purchasers, free from all sorts of encumbrances **ALL THAT** the finished self contained Flat, measuring a bit more or less (.....) sq.ft. super built up area together with half the depth in the floor and the roof of the said unit measuring (.....) sq.ft. more or less including together with common right to use lift and stair up to roof and all ways, paths, passages and common enjoyment of the roof of the building at the absolute exclusion of any right and authority both of the Owners/Vendors/Developer to construct any further floor or floors on the present roof, drains, water courses, water reservoir on the ground floors, electric motor pump, meter room, overhead water tanks on the roof of the said building and all

water pipe lines connected with the said building from the water reservoir and tanks and sewer line and other pipe lines etc. together with undivided proportionate share of right, title and interest on land and other right, liberties, easements, appendages, appurtenances and estate right, title, interest, property, claim whatsoever of the Vendors and the Developer/Attorney in the said Flat and a , free from all sorts of encumbrances to hold the same absolutely and forever situate, lying at, more fully and particularly mentioned and described in the **SECOND SCHEDULE** hereunder written and delineated in the **PLAN** or **MAP** annexed hereto, bordered in **RED verges**, hereinafter referred to as the "said Flat and a " **AND** all the estate, right, title, interest, inheritance use, trust, possession, property, claim and demand whatsoever both at law and in equity of the Vendors and the Developer in and upon the said Flat to be used by the Purchasers for their residential purposes, hereby granted sold, transferred, conveyed, assigned and or intended so to be and also to the production of and or inspection for all lawful purposes upon payment of all costs and expenses there upon, reasonable notice of all deeds, paths, muniments, writings and evidence of title whatsoever relating to or concerning the said Flat, at any time heretofore were or was or hereafter shall or may be in the custody, possession or power of the Vendors and the Developer **TO HAVE AND TO HOLD** the said Flat and the said hereby granted, sold, transferred, conveyed, assigned and assured or expressed or intended so to be unto and to the use of absolutely and forever for a perfect and indefeasible estate or inheritance in fee simple in possession without any manner of condition use, trust or other thing whatsoever to alter defect, encumber or make void the said, and the Vendors and Developer/Attorney doth hereby covenant with the Purchasers that notwithstanding any acts, deeds, matter, assurances or thing whatsoever made, done, executed, occasioned or suffered to the contrary, Vendors/Developer are now lawfully rightfully and absolutely seized and possessed of or otherwise well and sufficiently entitled to **ALL THAT** the said Flat and the said here by granted, sold, transferred, conveyed, assigned and assured or expressed or intended so to be unto and to the use of the Purchasers for a perfect in indefeasible estate or inheritance in fee simple in possession without any manner of hindrance lawful eviction, interruption claim or demand whatsoever from or by the Vendors /Developer any person or persons lawfully or equitably claiming or to claim from, under or in trust for the Vendors and the right and privileges as to the restriction hereunder and that free and clear and freely and clearly and absolutely acquitted, exonerated or discharges or otherwise by the Vendors well and sufficiently saved, defended, keep

harmless and indemnified of and from and against all the manner of former or other estate, encumbrances, claim, demands, charges, liens, lispendence, debts and attachments, whatsoever had made done executed, occasioned or suffered by the Vendors and the Attorney or any person or to claim from, under or in trust for the Vendors and Developer/Attorney and that free and clear and freely and clearly and absolutely acquitted, executed, discharged or otherwise by the Vendors or the Developer/Attorney well and sufficiently saved defended kept harmless and indemnified of other estate, right, title, lease, mortgage, charges, trusts, wakf, debtor, attachments, executions, lispendenses, claim, demand and encumbrances, whatsoever made done occasional or equitably claiming or to claim by from through under or in trust for the Vendors and **FURTHER THAT** the Vendors and all persons having or lawfully claiming and estate, right, title, interest whatsoever in the said Flat and the said hereby granted, sold, transferred, conveyed, assigned and assured or any part thereof from under or in trust for the Vendors shall and will from time to time and at all times hereafter at their request and cost of the Purchasers do and execute all such deeds, acts, matters, assurances and things whatsoever for further better or more perfectly and effectually granting, transferring, conveying, assigning and assuring the said Flat and the said hereby granted, sold, transferred, conveyed, assigned, assuring the said Flat and the said hereby granted, sold transferred, conveyed, assigned and assured and every part thereof unto and to the use of the Purchasers in the manner aforesaid shall or may be reasonably required and that the Purchasers hereby covenant with the Vendors/Developer that the Purchasers will and shall maintain the Flat properly and shall keep the same in good condition so that it may not cause any danger and/or prejudicially effect the other floors and flat **AND** the Vendors/Developer have now in themselves good rightful power and absolute authority to grant, sale, transfer, convey, assign and assure by these presents the said Flat and the said hereby granted, sold, conveyed, transferred, assigned and assured or expressed or intended so to be unto and to the use of the Purchasers in the manner aforesaid and that the Purchasers shall and may from time to time and all times hereafter peaceably and quietly hold, use, possess and enjoy the said Flat and the said hereby granted, sold, transferred, conveyed, assigned and assured or expressed or intended so to be unto and to the use of the Purchasers in the manner aforesaid and to receive the rents, issues and profits thereof without any lawful eviction, interruption, claim or demand whatsoever from or by the Vendors and Attorney or other Co-Owners of the said Building and that they will pay their share or rates

and taxes proportionately, relating to the said building until separation and mutation is effected in respect of the said Flat and the said and the separate assessment is made thereby and shall always pay the rates of maintenance charges for the expenditures of the common parts of the Building as will be reasonably assessed by the building committee and/or Owners' Association and that they will and shall not incur, cut, damages any of the main walls, roofs, common stair case, common passage and or common sewers so as to cause damages to the said Ground Plus Three Storied Building with Lift facility and or the said premises and further that the Purchasers shall and will bear jointly with the other Flat/Space Owner or Co-Sharers as the case may be, the costs for maintenances of the common stair case, common passage, and or common sewers and further that Purchasers shall and will bear jointly with the other Flat Owners or Co-Sharers as the case may be, the costs for maintenances of the common stair case, common passage and common sewers and common parts of the building as mentioned earlier **AND THAT** the Vendors /Developer and the Purchasers hereby had agreed with each other that the Purchasers shall be entitled to enjoy and install electric meter on one of their own name for the aforesaid Flat in the meter room at their own costs and also telephone and cable connection separately in the said Flat and that the water supply shall be from the over head water reservoir of the roof and the water will be lifted from the Ground Floor water tank connected with water, of the said building and the Purchasers shall share the pro-rata costs or electricity charges and or generators costs if installed, with other co-owners of the other Flats and or tenants of the said building and that the stair case/lift leading to the said flat from the Ground Floor up to roof and the passage for ingress and egress from the road to the building and to the stair case/lift shall be used by the Purchasers and or their men, agents, servants etc. commonly with the other co-owners and or tenants of the said building and that the Developer/Attorney shall render all possible help and co-operation to the Purchasers for the purpose of mutation of the Purchasers' name jointly in the Assessment Record of the Kolkata Municipal Corporation concerning the said Flat and the said of the Purchasers in proportion of the said Flat and the said hereby sold and conveyed towards the payment of Municipal Taxes and other outgoings payable in respect of the said premises directly to the authorities concerned and the said rates and taxes etc. and the Purchasers shall also be entitled to sell, lease, mortgage, gift or otherwise alienate the said Flat and the said hereby sold and conveyed towards the payment of Municipal Taxes and other outgoing payable in respect of the said premises directly

to the authorities concerned and that the said rates and taxes etc. and the Purchasers shall also entitled to sell, lease, mortgage, gift or otherwise alienate the said Flat and the said hereby sold and conveyed, subject to the terms herein contained to any person or persons without the consent of the Vendors/Developer/Attorney or any other Co-Owners who may have acquired before and whom may hereafter acquire any right title and interest acquired by the Purchaser or Purchasers under the terms these presents and that the Purchasers' undivided interest in the soil as more fully described in the **FIRST SCHEDULE** hereunder written shall remain common for all times to come that is to say that the Purchasers shall become Co-Owners and Co-Sharers for all times to come in respect of the soil and or ground of the said building proportionately with the other co-owners who may hereafter or heretofore have acquire right title and interest in the soil of the said premises. The Purchasers shall abide by the rules and regulations of the committee of the building.

THE FIRST SCHEDULE ABOVE REFERRED TO

ALL THAT piece and parcel of a plot of Bastu Land measuring more or less 02 Cottahs 13 Chittacks 05 Sq.ft., together with 100 Sq.ft. Tiles Shed Structure thereon, comprised of Mouza – Kustia, J.L. No. 14, Touzi No. 1298/2833, Dag No. 1215, Khatian No. 290, Dihi – Panchaninagram, Division – 5, Sub-Division – “Q”, Holding No. 12, lying and situated at Premises No. 7/6, Chandra Nath Roy Road, P.S. – Tiljala, Kolkata – 700039, now within the limits of the Kolkata Municipal Corporation, under Ward No. 066, being K.M.C. Assessee No. 21-066-02-0014-9, (Road Zone: Ward No. 66 – Ward No. 66), District – South 24 Parganas, which is butted and bounded by:

- ON THE NORTH: By 23 ft. wide K.M.C. Road;
- ON THE SOUTH: By Plot No. 4 & 5;
- ON THE EAST: By Plot No. 8;
- ON THE WEST: By 23 ft. wide K.M.C. Road;

THE SECOND SCHEDULE ABOVE REFERRED TO
(THE FLAT AND SOLD IN FAVOUR OF
THE PURCHASERS)

ALL THAT of self- contained residential Flat being No. on the Floor, side, measuring about sq.ft. more or less carpet area up area, comprising of together with the undivided proportionate share and interest in the land underneath the said building and all common rights over the common areas and facilities at Municipal Premises and the said Flat and the said are delineated and demarcated in the PLAN or MAP annexed herewith and colour with **RED border**, which will be treated as part of this Indenture.

THE THIRD SCHEDULE
(COMMON AREA AND FACILITIES)

- a.** The land on which the building is located, all easement and quasi-easements rights, dominant heritage etc. belonging to land and building.
- b.** The foundation columns, griders, supports main wall, lobbies, stair, staircase, ways, Lift, Lift Room, entrance and exists of the building.
- c.** The easements and wards.
- d.** Installation of common services such as powers, lights, water, sewerage etc.
- e.** Tanks pump, meters, compressors, pipes and tubes and general apparatus and installations existing for common use and passage and paths etc.
- f.** All other parts of this property necessary for convenient to the existence, maintenance and safety of the building and common enjoyment or normally in common use.
- g.** Boundary walls.
- h.** Electric meter, pump and switches fixed in the common areas.

THE FOURTH SCHEDULE
(DESCRIPTION OF THE COMMON EXPENSES)

1. All cost of maintenance, operating, replacing, white colour washing, painting, decorating, rebuilding, reconstruction, redecorating, lighting the common portions and common areas of the Building included.
2. All charges and deposits for suppliers of common utilities to the Owners in common.
3. Proportionate share of Municipal Tax, water tax and other levis in respect of the land and building save those separately assessed of the Purchasers' Unit.
4. Proportionate share of insurance premium for insuring the Building.
5. All litigation expenses for the common purposes and relating to the common use and enjoyment of the common portions.
6. Electricity charges for the electrical energy, consumed for the operation of the common service.
7. Costs of maintenances, repairs and replacements of common Installations.
8. Fees and charges from all services and consultation and advices required to be obtained from time to time in respect of and/or in relation to the common purposes and common utilities.
9. All other expenses, taxes and other levies as may become necessary or incidental or liable to be paid by the Purchasers in common including such amount as may be fixed for creating a fund for replacement, renovations, repairing and/or repairing of the common portions.

THE FIFTH SCHEDULE
(OTHER RULES AND REGULATIONS)

- a) The Purchasers will not be entitled to claim partition of the undivided proportionate share in the land and or the common parts of the building and roof and or in respect of the common service and utilities therein.
- b) The Owners' Association shall have the power and authority to such rules and regulations for the common purposes as may be the other or the Association may consider reasonable but not inconsistent with the provisions of the W.B. Apartment Ownership Act, 1972 and the Purchasers shall abide by the same.
- c) The Purchasers shall become members of the Association and shall apart from paying proportionately all costs and expenses relating thereto, sign such forms, papers, documents, memorandums articles, declarations, constitution, rules and regulation as may be necessary and reasonably required for the purpose.

d) The Purchasers cannot do additions or alterations or constructions of permanent nature in the outside of the said flats or any part thereof which will effect the structure and/or of the building.

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hand and signature to these presents on the day, month and year first above written.

SIGNED, SEALED & DELIVERED

Presence of:-

WITNESSES:-

1.

(SIGNATURE OF THE OWNERS/VENDORS)

2.

(SIGNATURE OF THE PURCHASERS)

.....
**(SIGNATURE OF THE BUILDER/
DEVELOPER/ATTORNEY)**

Drafted and Prepared By

MEMO OF CONSIDERATION

RECEIVED of and from the within named Purchasers the within mentioned sum of Rs./- (Rupees) only, as full and final consideration money of the Flat and the of this Deed, as per following Memo:-

MEMO:-

(RUPEES) ONLY.

WITNESSES:-

1.

SIGNATURE OF THE

2.

OWNER/DEVELOPER

