DEED OF CONVEYANCE

THIS DEED OF CONVEYANCE made on this the	day of
Two Thousand Twenty Four (2024) BETWEEN	
	Contd2

SRI SWAPAN MAJUMDER, (PAN- AMMPM2838C) son of Sri Amullya Majumder, by faith – Hindu, By Nationality – Indian, by occupation – Business, residing at 2264, Nayabad, P.O. Panchasayar, P.S. Panchasayar, Kolkata-700094, in the District South 24 Parganas, hereinafter called and referred to as the OWNER/VENDOR (which expression shall unless excluded by or repugnant to the context be deemed to mean and include theirs heirs, executors, administrators, legal representatives and assigns) of the FIRST PART.

AND

MR			, (PAN		and	AADHAA	R NO.
), sc	on of		., by faith-	Hindu,	by occupa	ation –
Business	s, by	National	ity – Indian,	both residing	g at		
hereinaft	er refe	erred to a	as the PURCH	ASER (which	expre	ession shall	unless
excluded	by or	repugna	nt to the subje	ct or context	be dee	emed to me	an and
include	his	heirs,	successors,	administrat	ors,	executors,	legal
represer	itatives	and ass	igns) of the SE	COND PART	•		

WHEREAS originally, one Promod Krishina Mondal & others were the recorded joint Owner of ALL THAT piece and parcel of land measuring 6.66 Acres i.e 20 (Twenty) Bighas more or less situate and lying at Mouza - Nayabad, Pargana- Khaspur, J.L. No. 25, R.S. No. 3, Touzi No. 56, under C.S. Khatian Nos. 5 & 6, apertaining to C.S. Dag No. 102, within the jurisdiction Police Station previously Jadavpur thereafter Kasba then Purba Jadavpur now Panchasayar, District Sub-Registry Office at Alipore, District previously 24 Parganas now 24 Parganas (South) with other vast landed properties.

AND WHEREAS while absolutely seized and possessed the aforesaid property as joint Owners thereof, the aforesaid persons felt difficulties to use and enjoy their aforesaid property jointly and/or in ejmali with their Co-Owners, "THE SOUTH SUBURBAN AGRICULTURE DAIRY & FISHERY COMPANY LIMITED" filed one partition suit before the Learned 3rd Sub-Judge at Alipore bearing Title Suit No. 16 of 1941 praying inter - alia partitioned their aforesaid property by metes and bounds amongst themselves.

AND WHEREAS during continuation of the said Title Suit No. 16 of 1941 before the said Learned Court, the said Promod Krishna Mondal died intestate leaving behind him surviving his one son Sukumar Mondal as his only legal heir and successor, who inherited the undivided share of the deceased in the aforesaid property as per Hindu Succession Act, 1956. Be it mentioned here that the wife of said Promod Krishna Mondal predeceased him long earlier.

S. R. ENTERPRISE

Jar Proprietor

AND WHEREAS after demise of said Promod Krishna Mondal, said Sukumar Mondal being the only legal heir of said Promod Krishna Mondal duly substituted in the said Title Suit No. 16 of 1941 as Defendant in place of the said original Defendant Promod Krishna Mondal vide Order No. 512 dated 5th February, 1970 passed by the concerned Learned Court.

AND WHEREAS thereafter the said Learned Court has been pleased to pass Final Decree in respect of said Title Suit No. 16 of 1941 vide Order No. 544 in accordance with the Partition Plan duly submitted by the appointed Partition Advocate Commissioner to that effect on 4th June, 1971.

AND WHEREAS in terms of the Final Decree dated 4th June, 1971 as well as the annexed Plan, the said Sukumar Mondal, being the Defendant No. 2 (Ka) of the aforesaid partition suit got and allotted land measuring about 6.66 Acres i.e 20 (Twenty) Bighas. The property thereby allotted to said Sukumar Mondal has been morefully and particularly shown in the Partition Plan annexed to the said Final Decree marked as **LOT: "JA"**.

AND WHEREAS after such partition, the said Sukumar Mondal became the sole and absolute Owner of the aforesaid property and duly mutated his name with the Office of the B. L. & & L. R. O. and after such mutation, the aforesaid property recorded under R.S. Khatian No. 113, appertaining to R.S. Dag Nos. 98, 104, 201, 202, 203, 204, 205 & 214 in respect of land measuring 6.50 Acres more of less and he used to pay the necessary rents and khajnas to the said Authority.

AND WHEREAS while absolutely seized and possession the same as Owner thereof, the aforesaid property including its other adjacent properties under the Jadavpur Municipality had been merged with the Calcutta Municipal Corporation now Kolkata Municipal Corporation by the State of West Bengal for its better administrative policy and after such merging the aforesaid property had been fallen within the radius of Municipal Ward No. 109 of the sand Kolkata Municipal Corporation.

AND WHEREAS while absolutely seized and possessed the aforesaid property as Owner thereof, said Sukumar Mondal died intestate on 14th September, 2001 leaving behind him surviving his wife Smt. Chitra Mondal and two sons viz. Indra Nath Mondal and Deb Nath Mondal as his only legal heirs and successors, who jointly inherited the aforesaid property as per Hindu Succession Act, 1956, each having undivided 1/3rd share of the same.

AND WHEREAS after demise of said Sukumar Mondal, his wife and aforesaid two sons became the joint Owners of the aforesaid property and while absolutely seized and possessed the same as Joint Owners thereof, said Smt. Chitra Mondal also died intestate on 27th May, 2012 leaving behind surviving her said two sons viz Indra Nath Mondal and Deb Nath Mondal as her only legal heirs and successors, who jointly inherited the undivided 1/3rd share in the aforesaid property left by their mother as per Hindu Succession Act, 1956, each having undivided 1/6th share of the same.

AND WHEREAS after such inheritance, said Indra Nath Mondal and Deb Nath Mondal became the joint Owners of the aforesaid property each having undivided $\frac{1}{2}$ share of the same.

AND WHEREAS while absolutely seized and possessed the aforesaid property as joint Owners thereof, said Indra Nath Mondal also died intestate

on 23^{rd} November, 2012 leaving behind him surviving his wife Banani Mondal and one son vz Deep Mondal as his only legal heirs and successors, who jointly inherited the undivided $\frac{1}{2}$ share of the aforesaid property as per Hindu Succession Act, 1956, each having undivided $\frac{1}{4}$ th share of the same.

AND WHEREAS after demise of said Indra Nath Mondal, said Smt. Banani Mondal and Deep Mondal became the joint Owners of undivided ½ share of the same and while absolutely seized and possessed the same as joint Owners thereof, they duly appointed one of Co-Owners of the aforesaid property viz. Deb Nath Mondal as their true and lawful constituted Attorney for doing all allied jobs in respect of their undivided share of the aforesaid property by virtue of a registered General Power of Attorney, which was duly registered on 8th August, 2019 in the Office of the District Sub-Registrar IV at Alipore, South 24 Parganas and recorded in Book No. IV, Volume No 1630-2010, Pages 5341 to 5356, Being No. 163000196 for the year 2019.

AND WHEREAS thereafter said Deb Nath Mondal with the knowledge and consent of the other Owners of the aforesaid property Smt. Banani Mondal and Deep Mondal segmented and/or divided their aforesaid entire property into several small plots of land and marked themselves several numbers for its proper identification with an intention to sell those plots of land to the prospective Buyer/s for consideration and declared the same.

AND WHEREAS now the Vendors herein have declared to sell ALL THAT piece and parcel of land measuring about 5 (Five) Cottahs 4 (Four) Chittacks 40 (Forty) Square Feet more or less together with R.T shed structure having an area of 100 (One) Hundred Square Feet more or less standing thereon being Plot No. 6, situate and lying at Mouza -Nayabad, Pargana - Khaspur, J.L. No. 25, R.S. No. 3, Touzi No. 56, under C.S. Khatian Nos. 5 & 6, corresponding to R.S. Khatian No.113, appertaining to C.S. Dag No. 102, corresponding to R.S. Dag No. 201, within the limits of the Kolkata Municipal Corporation, under Ward No.109, within the jurisdiction of Police Station - Purba Jadavpur, District Sub-Registry Office at Alipore, 24 Parganas (South), for the sake of brevity the said land with R.T.S thereon is to be hereinafter called and referred to as "the SAID PROPERTY, more fully described and written in the SCHEDULE hereunder and the said land with RT. shed structure has been delineated with "RED" border line in the MAP or PLAN annexed herewith being the part of these presents, in favour of any intending Purchaser's.

AND WHEREAS said (1) SMT. BANANI MONDAL, wife of Late Indra Nath Mondal, (2) SRI DEEP MONDAL, son of Late indra Nath Mondal, both are residing at 2No. Chhlt Nayabad, Post Office Panchasayar, Police Station Panchasayar, Kolkata - 700094, District South 24 Parganas and (3) SRI **DEB NATH MONDAL**, son of Late Sukumar Mondal, residing at Panchpota North, P. O. Panchpota, P. S. Sonarpur, Kolkata -700152, District 24 Parganas (South), SL No.1 & 2, being represented by their lawful constituted Attorney namely SRI DEB NATH MONDAL, son of Late Sukumar Mondal, residing at Panchpota North, P. O. Panchpota, P. S. Sonarpur, Kolkata -700152, District 24 Parganas (South), appointed vide registered General Power of Attorney dated 08.08.2019, which was registered in the office of the D.S.R - IV at Alipore, South 24 Parganas and recorded in Book No. IV, Volume No. 1630-2019. Pages 5341 to 5356, Being No. 163000196 for the year 2019, by and under a Deed of Conveyance dated 05.11.2020, sold, transferred and conveyed ALL THAT piece and parcel of plot of Bastu land measuring about 5 (Five) Cottahs 4 (Four) Chittacks 40 (Forty) Square

Feet more or less together with R.T shed structure having an area of 100 (One) Hundred Square Feet more or less standing thereon being Plot No. 6, situate and lying at Mouza - Nayabad, Pargana - Khaspur, J.L. No. 25, R.S. No. 3, Touzi No. 56, under C.S. Khatian Nos. 5 & 6, corresponding to R.S. Khatian No.113, appertaining to C.S. Dag No. 102, corresponding to R.S. Dag No. 201, within the limits of the Kolkata Municipal Corporation, under Ward No.109 in the District formerly 24 Parganas now South 24 Parganas, P.S. formerly sadar Tollygunge thereafter Jadavpur then Kasba now Purba Jadavpur, within the limits of the Kolkata Municipal Corporation, Ward No. 109, known as K.M.C Premises No. Nil Nayabad, P.S. Purba Jadavpur, Kolkata-700094, unto and in favour of **SRI SWAPAN MAJUMDER**, son of Sri Amullya Majumder, by faith – Hindu, By Nationality - Indian, by occupation - Business, residing at 2264, Nayabad, P.O. Panchasayar, P.S. Panchasayar, Kolkata-700094, in the District South 24 Parganas, for the valuable consideration as mentioned therein duly registered in the office of the District Sub-Registrar-IV, Alipore, District South 24-Parganas and recorded in Book No. I, Volume No. 1604-2020, Pages from 163896 to 163945, Being No. 160404583 for the year 2020.

AND WHEREAS after the purchase of the said landed property the said **SRI SWAPAN MAJUMDER** became the absolute owner of the said property and mutated his name in the office of B L & L R O Office L.R. Dag No. 201 and L.R. Khatian No. 457 and thereafter the said landed property numbered and recorded as K.M.C. Premises No. **3944, Nayabad,** P.O. Panchasayar, P.S. Purba Jadavpur, Kolkata-700094, District – South 24 Parganas and paid relevant taxes regularly since then said **SRI SWAPAN MAJUMDER** has been enjoying the said property which more fully and particularly mentioned in the Schedule hereunder written.

AND WHEREAS after purchase of the said property and as such absolute and lawful owner **SRI SWAPAN MAJUMDER** the Vendor herein got its name mutated in the records of the Kolkata Municipal Corporation under Assessee No. **31-109-08-3604-7** and also got a sanctioned Building Plan from K.M.C. Authority in respect of the said premises being Sanctioned Building Plan Permit No. **2023120158** dated **27.06.2023** for construction of G+4 storied building into and over the said plot of land.

AND WHEREAS the Vendor herein have completed the construction of the new **G + 4 storied** building on the First Schedule land in accordance with building plan duly sanctioned by KMC vide building Permit No. **2023120158** dated **27.06.2023**, of KMC.

AND WHEREAS now the Vendor herein agreed to sell one Flat on measuring**Sq.ft.** super built up area and **one car parking space**

AND WHEREAS the Purchasers have examined title Deeds, of the owners to the said land/premises and have seen the documents of title of owners' possession and are satisfied with the owners' title etc. to the said property. The Purchasers have also inspected the said sanctioned building plan and Mother Deed.

NOW THIS INDENTURE WITNESSETH that in pursuance of the terms agreed upon by and between the Vendor and the Purchasers herein and in (Rupees consideration of the said sum of Rs.only) paid by the Purchasers to the Vendor on or before the execution of these presents as per Memo of Consideration given below (the receipt whereof the Vendor doth hereby admit and acknowledge) and of and from the same and every part thereof discharge and release the Purchasers and the Vendor doth hereby grant, convey, transfer, sell, power, assigns and confirm unto and to the Purchasers, their heirs, executors, administrators, legal representatives and assigns **ALL THAT** one self contained one Flat on measuringSq.ft. super built up area and one car parking space sq. ft. on Ground floor side of the proposed G + 4 storied building, being K.M.C. Premises No. 3944, Nayabad, P.O. Panchasayar, P.S. Purba Jadavpur, Kolkata-700094, District - South 24 Parganas, more fully and particularly mentioned in the Second Schedule hereunder written and hereinafter referred to as the "SAID FLAT & CAR PARKING SPACE" delineated in the Map or plan attached herewith by bordered Colour "RED" being the specific portion of the ground plus Three storied building on a piece of land measuring about 5 (Five) Cottahs 4 (Four) Chittacks 40 (Forty) Sq.ft. in area and more fully and particularly mentioned in the First Schedule hereunder written and hereinafter referred to as the "SAID PREMISES" **TOGETHER WITH** the proportionate undivided share of land underneath the building mentioned in the First Schedule hereunder AND also with the right of common areas and spaces more particularly mentioned in Third Schedule hereunder written and hereinafter mentioned as the "SAID COMMON AREAS" or HOWSOEVER the said property now are or is at material time was or situated, butted and bounded, known, numbered, described and distinguished together with all manner of rights, liberties, easements, privileges, appendages and appurtenances whatsoever, belonging to or in any way appertaining to the said property and every part and parcel thereof or appurtenance thereto and the reversion or reversions, remainder or remainders and the rents, issues and profits thereof and all the rights, title, interest and claims whatsoever exclusively relating to the said property TO HAVE AND TO HOLD the same unto and in favour of the said Purchasers forever and absolutely free from all encumbrances but subject to the payment of the proportionate share of Municipal Taxes, Levies and other charges appertaining to the said land and building and the Vendors do hereby covenant with the Purchasers that the vendors are absolutely seized and possessed of or otherwise well and sufficiently entitled to the said property free from all encumbrances and liabilities whatsoever and THAT NOTWITHSTANDING any act deed or things whatsoever by the vendor, done or executed or knowingly suffered to the contrary the Vendors have good rightful power and absolute authority and indefeasible title to grant, sale, convey, transfer, assign and assure all that and singular the said property hereby granted, sold, conveyed, transferred, assigned and assured or expressed or intended unto and to the use of the Purchasers in the manner aforesaid according to the true intent and meaning of these presents free from all encumbrances without any suit, hindrance, eviction, interruption, claim or demand whatsoever from or by the vendors or any other person or persons lawfully or equitably claiming from or under or in trust for the vendors and that the free and clear and freely and clearly and absolutely acquitted, exonerated and released and discharged by the vendors well sufficiently saved, defended, keep harmless and indemnified and from and all against all manner of lispendences, attachments and encumbrances and liabilities whatsoever made or suffered by the vendors or any other person or persons lawfully or equitably claiming any right, title, interest or whatsoever in the said property or any part thereof from through under or for the vendors shall and will from time to time hereafter at the request of the Purchasers make acknowledge and execute or caused made done, execute and acknowledge all such acts, deed, matters and things such as mutation whatsoever for further better and more perfectly and effectually granting, transferring and assuring the said property together with the benefit and rights, hereby transferred as aforesaid unto and to the use of the Purchasers as shall may reasonably be required and the vendors doth hereby covenants with the Purchasers that they shall unless prevented by fire or earthquake or cyclone of some other inevitably accident from time to time and at all times hereafter or upon every reasonably request of the Purchasers produce or cause to be produced to them or at any trial bearing commission examination or otherwise as occasion shall require all or any of the Deed writings related to the said property for the purpose of showing his title to hereditaments and the premises hereby conveyed or expressed so to be or any part thereof and also at the request and costs delivered or cause to be delivered unto the Purchasers such attested or other copies or extracts of or from the said deeds and writings as they may require and will in the meantime unless prevented as aforesaid keep the said deeds and writings safe un-obliterated and uncancelled.

AND THE PURCHASERS from this date shall be the absolute owners of the said property as stated hereinbefore and the Purchasers shall and will and may from time to time and at all times hereafter peaceably and quietly hold, possessed, enjoy the said property with easement rights, benefits, amenities, conveniences hereby granted and conveyed with right of sale, gift, lease, assign and transfer in any way etc. and receive and take the rents, issues,

and profits, thereof and every part thereof without any lawful suits, eviction, interruption or disturbance whatsoever from or by any person or persons claiming under or in trust for the vendors the Purchasers doth hereby covenant with the vendors and the Vendor that the Purchasers shall observe, fulfill and perform all the covenants hereunder written and including those for the common purpose and shall regularly and punctually pay and discharge all taxes and impositions on the unit wholly and common expenses and all other outgoings proportionately.

The Purchasers shall not raise any unreasonably objection in respect of the Unit Flat and car parking space and put any requisition in respect of the quality nature and scope of work of the building.

The Purchasers shall have exclusive right to use and enjoy their unit flat and car parking space along with the common areas and services but not to use the common areas for his own benefit and uses.

The Purchasers along with owners of all other flats shall form an Owners' Association for management and maintenance of the building and the Purchasers herein shall be a member of the said association.

The Purchasers shall apply for the said Flat mutated in their names and separately assessed for the purpose of assessment of Municipal Rates and Taxes, and payment of Municipal Rates and Taxes and upon separation and/or Mutation of the Flat, the Purchasers shall pay such tax or imposition as may be assessed directly to the Kolkata Municipal Corporation.

The Flat Owners' Association including the Purchasers herein shall remain liable to indemnify and keep indemnified the vendor for all liabilities due to non-fulfillment of their respective obligation.

The Purchasers shall not do or suffer anything to be done in or about the Unit/Flat and car parking space which may cause or tend to cause any damage to any flooring or ceiling of the Unit or any other portions over and below the Unit or on the said adjacent to the Unit or in any manner obstruct in or prevent from the use thereof quietly and exclusively by the person or persons entitled thereto or of any open space, passage or amenities available for common use, The Purchasers shall not claim any partition or subdivision of the land or common areas and facilities and to partition the Unit by mets and bounds and will not change the nature and character of the building without prior sanction of the Municipal Authorities.

:: 8 :: THE FIRST SCHEDULE ABOVE REFERRED TO

ALL THAT piece and parcel of Bastu land measuring 5 (Five) Cottahs 4 (Four) Chittacks 40 (Forty) Square Feet more or less together with together with G+4 storied building standing thereon being Plot No. 6, situate and lying at Mouza - Nayabad, Pargana - Khaspur, J.L. No. 25, R.S. No. 3, Touzi No. 56, under C.S. Khatian Nos. 5 & 6, corresponding to R.S. Khatian No.113, L.R. Khatian No. 457, appertaining to C.S. Dag No. 102, corresponding to R.S. and L.R. Dag No. 201, within the limits of the Kolkata Municipal Corporation, under Ward No.109 known as K.M.C Premises No. 3944, Nayabad, P.O. Panchasayar, P.S. Purba Jadavpur, Kolkata-700094, District – South 24 Parganas, Assessee No. 31-109-08-3604-7, which is butted and bounded by:-

On the North: Land of R.S. Dag No. 200,

On the South: 16ft wide Road, On the East : Plot No. 7, On the West : Plot No. 5.

THE SECOND SCHEDULE ABOVE REFERRED TO

(Description of the flat and car parking hereby conveyed)

THE THIRD SCHEDULE ABOVE REFERRED TO

(Common areas and facilities)

- 1. The spaces within the building comprised of the entrance thereto staircase, leading lobbies and top of the 3rd floor roof.
- 2. The foundation columns, girders, beams supports main walls and main gate of the premises and the passage leading to the building and stair-case.
- 3. The installation for common services such as the drainage system in the premises, water supply arrangements in the premises and electric connections and other civic amenities if any to the premises.
- 4. Reservoir on the ground floor and the reservoir on the roof of the top floor of the building, pump, motor pipes, and all other apparatus and installations in the premises for common use.
- 5. Septic tank (if any), soak pits and the sewerage's lines thereto connected.
- 6. Wiring and accessories in all common areas of the premises.
- 7. All other facilities and amenities in the premises which are intended for common use.
- 8. Space for C.E.S.C. meter.
- 9. Lift and Lift room.

:: 9 ::

THE FOURTH SCHEDULE ABOVE REFERRED TO

(Common Expenses)

- 1. The expenses of maintaining, repairing, reconstructing and renewing the main structure and the drainage system, rain water discharge arrangement, arrangements for supply of electricity and all common contained in the said premises.
- 2. The cost of cleaning and lighting the entrance of the building, the passage and spaces around the building, lobby, corridors, stair-case and lift.
- 3. The costs of repairing and decorating the exterior of the building.
- 4. All taxes, levies and impositions, deposits etc. for the premises as a whole.
- 5. All litigation costs relating to the common parts and common interest in the building.
- 6. All salaries, wages, fees and remuneration's of all workmen, staff and experts engaged and hired for the common purpose.
- 7. Costs of maintaining, repairing, operating, replacing and installing implements including pump, motor pipes, etc. for common services.
- 8. The expenses of repairing, maintaining, white washing and colour washing the main structure of the building.
- 9. Premium of Insurance for the Building, if any.
- 10. Such expenses as would be necessary for or incidental to the said maintenance and upkeep of the premises and of the common areas, facilities and amenities.
- 11. Lift and Lift Room.

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

SIGNED SEALED AND DELIVERED

In the presence of following:

WITNESSES

01)

02)

SIGNATURE OF THE VENDOR

SIGNATURE OF THE PURCHASERS

:: 10 ::

RECEIVED of	of and from the within named Purcha	asers the within mentioned a
sum of Rs.	(Rupees	only), being the total
consideration	n money of the flat and car parking	g space as described in the
Second Sche	edule hereinabove as per memo belo	ow.
	MENO OF CONCIDEDATIO	VA.T

MEMO OF CONSIDERATION

Date	Cheque No.	Bank & Branch Name	Amount Rs.
		Tatal	De
		Total	Rs.

	(Rupees) only
WITNESSES		
01)		
		S. R. ENTERPRISE
02)		32 vol Proprietor
		rioprietor

SIGNATURE OF THE VENDOR

Drafted by me:

Advocate Alipore Criminal Court Kolkata- 700 027.

Typed by me:

Shyamal Gayen 22, Janata Road, Kolkata- 700 075.