

DEED OF CONVEYANCE

THIS DEED OF CONVEYANCE is made this day of 20_____

(Two Thousand_____)

By and Between

SRI PIJUSH MAJUMDER, (PAN. BKFPM0066E), son of Late Indra Mohan Majumder, by faith: Hindu, by Nationality: Indian, by occupation: Business, residing at – Dhalua West, P.O. - Panchpota, Police Station - Sonarpur, Kolkata - 700152, District-South 24 Parganas, West Bengal hereinafter referred to as the **“LAND OWNER”** do hereby send greetings represented by their constituted attorney - **M/S B.L. Realty (India) Private Limited**, a company incorporated under the provisions of the Companies Act, [(1956 or 2013), as the case may be], having its registered office at Dhalua, Gamkal Lane, Srinagar Main Road P.S. - Sonarpur, P.O-Panchpota, Kolkata, West Bengal -700152, **(PAN-AAFCB2911B)** represented by its director, Mr. Madhusudon Pramanik, son of Late Gobinda Pramanik age about 47 years, residing at Dhalua North, Gamkol Lane, Sreenagar Main Road, Panchpota, Rajpur Sonarpur (M), South 24 Parganas, West Bengal-700152 authorized dated 21.01.2021 hereinafter referred to as the “Developer and Promoter”, said Development Agreement was executed and registered on 31.07.2015 in the office of A.D.S.R Sonarpur and recorded in Book No.1, C.D. Volume No.-1629-2015 Pages from 20952 to 20991 Being No. 162902840 of 2015 and Development Power of Attorney on - Book No-1, volume No- 1629-2015, pages 21406 to 21423. Being No- 152902868 for the year of 2015 hereinafter shall be called and referred to as the **“VENDOR/DEVELOPER”** (Which term or expression shall unless repugnant to the context meaning thereof be deemed to mean and include his heirs, executors, administrators, successor in interest and permitted assigns) of the **FIRST PART.**

B. L. REALTY (INDIA) PVT. LTD.

Madhusudon Pramanik
Managing Director

AND

SRI, (**PAN**) son of Sri, aged about Years, by faith: Hindu, by Nationality: Indian, by occupation:, residing at-, Kolkata-....., hereinafter called the **PURCHASER/ALLOTTEE** (Which term or expression shall unless repugnant to the context meaning thereof be deemed to mean and include his heirs, executors, administrators, successor in interest and permitted assigns) of the **SECOND PART**.

AND

M/S. B.L. Realty (India) Private Limited. (CIN No. U70109WB2012PTC184787) a company incorporated under the provisions of the Companies Act, [(1956 or 2013), as the case may be], having its registered office at Dhalua, Gamkal Lane, Srinagar Main Road P.S. - Sonarpur, P.O-Panchpota, Kolkata, West Bengal - 700152, (PAN-AAFCB2911B) represented by its director, Mr. Madhusudon Pramanik, son of Late Gobinda Pramanik age about 47 years, residing at Dhalua North, Gamkol Lane, Sreenagar Main Road, Panchpota, Rajpur Sonarpur (M), South 24 Parganas, West Bengal-700152 authorized dated 21.01.2021 hereinafter referred to as the "Developer and Promoter" (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include his heirs, executors, administrators, legal representatives and assigns) of the **THIRD PART**.

WHEREAS

A. WHEREAS Sri Pijush Majumder (PAN – BKFP0066E) the owner/ First Party herein by virtue of inheritance and Gift by deed. No.2834, recorded in Book No. - 1, CD Volume No. – 1629-2015 Pages from 23309 to 23329, Being No. 162902834 for the year 2015, ALL THAT a piece and parcel of land measuring more or less 04 (four) Cottah 12 (twelve) Chhittak 00 (Zero) Square Feet, comprised. in R.S. Dag No.237(P) under R.S. Khatian No.25 and 220, in Mouza - Dhalua, J.L. No.43, Touzi No.340 & 342, within the limits of Rajpur Sonarpur Municipality, Ward. No.2, by holding No. 408, District Sub-Registrar-IV, at Alipore, of South 24-Parganas Additional District Sub- Registrar Garia, Police Station -Sonarpur District - South 24 Parganas, Kolkata 700152 more fully and particularly described in the Schedule - 'A' hereunder, written [hereinafter referred to

as the "said land."] and" is possessing and, enjoying the same without let and hindrances, free from all encumbrances.

- B. Being the owner of the first party has entered into an agreement for Development of his said land with the Developer/ Promoter named above under certain terms and conditions mentioned therein said deed of agreement has been registered in the office of A.D.S.R Sonarpur and recorded in Book No-1 , volume No- 1629-2015, pages 20952 to 20991. Being No- 162902840 for the year of 2015. The owner has also appointed the developer as his attorney by executing one Development Power of Attorney on - Book No-1, volume No- 1629-2015, pages 21406 to 21423. Being No- 162902868 for the year of 2015 particulars of which have already given above.
- .L Thus Sri Pijush Majumder herein became the absolute and lawful owner of land measuring about 4 Cottah 12 Chittaks at Mouza -Dhelua J.L. No. 43, Revenue Survey No. 135, Touzi No.340 & 342, R.S. Dag No. 237(p) under R.S. Khatian No. 25 & 220 and within the limits of The Rajpur Sonarpur Municipality , ward No.2, being the holding No. 408, Police Station Sonarpur, District Sub-Registrar - IV of South 24-Parganas at Alipore and Additional District Sub-Registrar - Garia, District: South 24-Parganas.

AND WHEREAS with an intention to develop the said entire land at Holding No. Holding No.2152, Dhalua, P.O. Panchpota, P.S. Sonarpur, South 24 Parganas, Kolkata-700152 by raising building thereon the owners herein entered into an Agreement with "B.L. Realty (India) Private Limited" the Promoter/ Developer herein under Certain terms and conditions mentioned therein Said Development Agreement was executed and registered on 31.07.2015 in the office of A.D.S.R Sonarpur and recorded in Book No.1, C.D. Volume No.-1629-2015 Pages from 20952 to 20991 Being No. 162902840 of 2015. The B.L. Realty (India) Private Limited also appointed the Developer herein as their attorney by executing one General Power of Attorney, particulars of which have already given above.

AND WHEREAS it has been interlaid agreed in between the owners and the Developer, that the Developer shall construct buildings in different blocks at the said Holding as per plan to be approved by the Municipality

and the Developer shall have right to deal with the said property after making over the owner's consideration as per terms of the said agreement. **AND WHEREAS** on the basis of the said agreement and the Power delegated to it the Developer herein has constructed ground plus three storied buildings in One blocks as per plan duly approved by the Rajpur-Sonarpur Municipality vide sanction No. 246/CB/02/29 dated 26.12.2019 at Holding No.2152, Dhalua, P.O. Panchpota, P.S. Sonarpur, South 24 Parganas, Kolkata-700152 and declared for sale of flats, car parking spaces or other spaces at the said Holding for consideration. Be it stated here that the buildings Constructed in Holding No.2152, Dhalua, P.O. Panchpota, P.S. Sonarpur, South 24 Parganas, Kolkata-700152 has been named as "**B. L. SURYADITYA - 1**"

AND WHEREAS on the basis of such declaration the purchasers herein have jointly agreed to purchase one self contained flat no. "-----" in **Block-**"-----", having a carpet area area of ----- **Sq.ft. varanda Area ----- sq.ft. and maintanace chargeable area ---- sq.ft.** situated at the ----- **side** of the ----- **floor** along with a **Car parking space No. -----**, measuring more or less ___ **Sq.ft.** on the **Ground floor** in **Block "-----"** of the said Ground plus three storied building, hereinafter referred to as the unit together with undivided proportionate share in the land underneath said particular block and subject to the terms hereinafter stated to use the common areas and facilities there at or for the total consideration of **Rs. -----/- (Rupees -----) Only** free from all encumbrance and accordingly the purchasers entered into an agreement for sale registered on -----, was duly registered at the office of the -----, South 24 Parganas, Being No. -----for the year ----- and paid the earnest money.

AND WHEREAS upon receipt of the entire consideration the Developer has delivered possession of the said unit to the purchasers as per terms of the said unit to the purchasers as per terms of the said agreement.

NOW THIS INDENTURE WITNESSETH that in pursuance of the said agreement and in consideration of the said sum of **Rs. -----/- (Rupees -----) Only**, truly paid by the Purchasers

herein to the Developer, the receipt whereof the Vendor and the Developer hereby admits and acknowledges as per memo of consideration hereunder written and from the payment of the same and every part thereof forever acquit, release, exonerate and discharge the Purchasers as well as the said flat and car parking space along with the proportionate undivided share and right, title and interest over the land underneath the said building with right to use the facilities in common with other owner/owners or occupiers thereto. The Vendor and the Developer do hereby grant, sell, transfer, convey, assign and assure unto the Purchasers **ALL THAT** one self contained Flat bearing No. . “ ----- ” in **Block-“ - ----- ”**, having a carpet area area of ----- **Sq.ft. varanda Area ----- sq.ft. and maintanace chargeable area ---- sq.ft.** situated at the ----- side of the ----- **floor** along with a **Car parking space No. -----**. measuring more or less ____ **Sq.ft.** on the **Ground floor** in **Block “-----”** together with undivided proportionate share in land underneath the said Block lying and situate at **Municipal Premises/Holding No. 2152, Dhalua, P.O. Panchpota, P.S. Sonarpur, South 24 Parganas, Kolkata-700152**, which is more fully and particularly described in the **SECOND SCHEDULE** hereunder written hereinafter referred to as the **“said flat & car parking space”** together with the proportionate indivisible share of the land underneath together with rights of easements thereto and other rights, privileges, benefits, advantages, liabilities, liberties, duties in common with other

owners/occupiers having covenants conditions and stipulations etc. to enjoy and possess all common areas, passage, advantages thereto or reputed to belong to the estate, right, title, interest, claim and demand of the Vendor up to and upon the said land proportionately incurring proportionate expenses for the said common portion out of costs and expenses of the Purchasers and the other co-owners **TO HAVE AND TO HOLD** the same absolutely and forever in the manner aforesaid free from all encumbrances, charges, trusts, claims, demands over the said flat Flat bearing No. . “ ----- ” in **Block-**“ ----- ”, having a carpet area area of ----- **Sq.ft. varanda Area ----- sq.ft. and maintainance chargeable area ---- sq.ft.** situated at the ----- **side** of the ----- **floor** along with a **Car parking space No. -----**. measuring more or less _____ **Sq.ft.** on the **Ground floor** in **Block “-----”** of the building having right to use, occupy, own, possess the said flat and car parking space in the **SECOND SCHEDULE** hereunder written exclusively with co-owners or occupiers of the building subject to the Purchasers paying and discharging taxes and impositions or outgoings for the same and common expenses as per imposed or levied for the said flat and car parking space and other outgoings so long separate assessment is not made for the said flat and car parking space in the names of the Purchasers.

THE VENDOR AND THE DEVELOPER DO HEREBY COVENANT WITH THE PURCHASERS AS FOLLOWS :-

1. **NOTWITHSTANDING** anything hereinbefore done or suffered to the contrary, the Vendor and Developer have good and absolute right, title and authority to grant, convey, transfer'/assign and assure the said all that piece and parcel of flat and car parking space mentioned in the **SECOND SCHEDULE**, hereunder written along with common area with facilities as described in **THIRD SCHUDLE**, written hereunder and all the rights, privileges and appurtenances thereto belonging and hereby sold, conveyed and transferred to the Purchasers in the manner aforesaid and that the Vendor/Owner and the Developer have not done or suffered knowingly from anything whereby the said flat and car parking space may be encumbered affected or impeached in estate, title or otherwise.
2. That there is no encumbrances, charges, trust, liens, attachments, claim or demand whatsoever now subsisting etc. or proceeding and has not been offered as security or otherwise to any court of revenue, authority.
3. That the Purchasers shall henceforth peaceably and quietly hold, possess and enjoy the right, title and interest or profits derivable from and out of the said flat and car parking space without any let or hindrance, interruption. claim, disturbances or demand from or by the Vendor/Owner / Developer or any person or persons claiming through or under or in trust for the Vendor without any lawful eviction, let, hindrance, interruption or disturbances by any person or persons whatsoever.

4. All the taxes, land revenue and other impositions payable in respect of the said flat and car parking space up to the date of handing over the possession of the same to the Purchasers, shall be paid by the Vendor/Owner and if any portion of any tax, impositions etc. be found to have remained unpaid for the period as mentioned above, liability shall be of the Vendor/Owner to pay and if paid by the Purchasers shall be recoverable from the date of delivery of possession unto the Purchasers and the Purchasers shall pay the entire taxes and outgoings in respect of the said flat and car parking space, after taking possession of the said Flat and Car parking space.

5. The Purchasers, their heirs, executors and assigns shall have good right, title and full power and absolute authority to grant, transfer, sell, convey and assign the said flat and car parking space.

6. The Purchasers shall not cause any obstruction to the others in any manner in the entrance or exit or any common space in the premises, keep any dirt/rubbish/refuse etc. in the proper place to be reserved for the said purpose.

7. The Purchasers shall pay the proportionate share of tax of the premises with other co-owners until or unless his name is separately assessed by the Rajpur-Sonarpur Municipality.

8. That the Purchasers shall not store any inflammable article, fireworks install any machineries, electrical motor and/or start any Hotel business in

the said flat which may cause sound pollution/air pollution, smoke etc. to the occupant of the other flats in the Building.

9. That the Purchasers shall pay the proportionate share of premium of the Insurance for the said building if any.

10. The Purchasers shall also bear all other cost and expenses proportionately for the building or any common part or space thereof with the other flat owners including proportionate share of the assessed amount by the Rajpur - Sonarpur Municipality on the completed Ground plus three storied building in total may be paid to the Rajpur - Sonarpur Municipality with all other charges.

11. Purchasers shall remain bound to pay the proportionate charges for maintenance as it would be assessed by the owners "Association" or the company who will be in charge of the said management of the maintenance of the complex. Decision of such management will be final. The purchasers shall also remain liable to keep deposit of amount for maintenance with the concerned authority if any decision is ever taken by such authority.

SCHEDULE "A"

(Description of the LAND with Boundaries in all four directions)

ALL THAT piece and parcel of land measuring as per deed about 4 Cottah 12 Chittaks at Mouza -Dhelua J.L. No. 43, Revenue Survey No. 135, Touzi No.340 & 342, R.S. Dag No. 237(p) under R.S. Khatian No. 25 & 220 and within the limits of The Rajpur Sonarpur Municipality , ward No.2, being the holding No. 408, Police Station Sonarpur, District Sub-Registrar - IV of South 24-Parganas at Alipore and

Additional District Sub-Registrar - Garia, District: South 24-Parganas, together with all easement rights in respect of the said. plot of land and the said land is butted and, bounded by:

On the North :: Portion Dag No.237(P)

On the South :: Portion R.S. Dag No. 237(P)

On the East :: Portion R.S. Dag No. 245

On the West :: 12'- 0" Wide Road.

SCHEDULE "B"

(Description of the Apartment and Parking along with Boundaries in all four directions)

ALL THAT one self-contained Flat on the Side of the Floor, being Flat No., Tower No., having **Carpet area** **Sq. Ft. , built up area** **Sq. Ft. , Balcony area** **sqft** and **Maintenance Chargeable area** **sqft** more or less comprising of (.....) bed rooms, 1 (One) drawing-cum dining space, 1 (One) kitchen, 1 (One) toilet, 1 (One) W.C, and one independent Car Parking space **at** **No.**, measuring Sq. Ft. more or less, together with undivided proportionate share in the underneath the building and right which is specifically shown in the annexed Plan delineated with **RED** border together with all fittings, fixtures and installations thereto together with impartibly and undivided proportionate share or interest of the land underneath the building at Holding No. 2152, Dhalua, P.O. Panchpota, P.S. Sonarpur, South 24 Parganas, Kolkata-700152, and the said land is more fully and particularly described in **FIRST SCHEDULE** hereinabove written, along with all easement right of all common passages, portions, entrance and exit thereto the said premises having common user right

of main-gate, pathway, drive way, stairs, stair-case, lift, drain, sewerage, having right to get electric connection, Telephone connection, gas connection, water connection etc. and overhead and underground reservoir, septic tank, motor and meter room etc.

SCHEDULE "B"

THIRD SCHEDULE ABOVE REFERRED TO

(Particulars of common Parts/Portion to be used by the Purchasers herein along with other Flat Owners/Occupiers)

1. Land underneath the building and statutory open spaces.
2. Stair case and stair head room (if any).
3. Common Passage and lobby on the ground floor.
4. Water pump, Over Head and underground water tank, water pipes and other common plumbing installations.
5. Drainage and Sewerage.
6. Boundary walls and main gates.
7. Lift / Lift room/ Lift well.
8. The roof should be treated as common areas to all the purchasers of the flats in the said building.

FOURTH SCHEDULE

(Particulars of common expenses to be borne by the Purchasers with the other lawful Occupants of the said Premises/Holding proportionately and jointly)

1. All costs of maintenance operating replacing, white washing painting, rebuilding, reconstructing decorating, redecorating, and lighting the common parts and also the outer walls of the building.
2. The salaries of all persons employed for same and any other purposes.
3. Insurance premium for insuring that building against earthquake, fires, lighting, mob damage, civil commotion etc.
4. All charges and damages for occupiers for common utilities.

5. Municipal tax and other outgoing save those separately assessed on the respective units from the date of possession.
6. Cost and charges of establishments for maintaining of the land building and watch and ward staff.

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

SIGNED SEALED AND DELIVERED

In presence of:-

WITNESSES:-

1.

(SIGNATURE OF THE VENDOR/FIRST PARTY)

2.

(SIGNATURE OF THE PURCHASER / SECOND PARTY)

(SIGNATURE OF THE DEVELOPER/ PROMOTER / THIRD PARTY)

Typed by:

Drafted by:

MEMO OF CONSIDERATION

WITNESSES:-

1.

B. L. REALTY (INDIA) PVT. LTD. |
Madhusudan Pramanik
Managing Director

2.

(SIGNATURE OF THE DEVELOPER
/ PROMOTER / THIRD PART)