

DRAFT
DEED OF CONVEYANCE

THIS INDENTURE made this day of , 20 -----

Sri AVISHEK MONDAL (PAN-DTBPM3171H) Adhaar No-2092 9585 0189) son of Swapan Mondal by Nationality Indian, by faith-Hindu by Occupation Business and residing at 239, Nabodit, Nayabad, P.O- Mukundapur, P.S- Panchasayar, District- South 24 Pargaans hereinafter Called the **“OWNER/VENDOR ”**(which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include her respective heirs, heiresses, executors administrators, legal representatives and assigns) of the **ONE PART**

AND

1.------(PAN-----), son/wife/daughter of -----
-----,2.----- by Nationality - Indian, by Faith - -----, by Occupation
- -----, presently residing at -----, Post Office-----,
Police Station----- Kolkata-----District-----, hereinafter

referred to as the **PURCHASER** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his heirs, heiresses, executors, administrators, legal representatives and assigns) of the **SECOND PART**.

The Promoter and Allottee/Purchasers shall hereinafter collectively be referred to as the **"Parties"** and individually as a **"Party"**.

WHEREAS by virtue of a deed of sale dated 01.06.2022 one Swapn Mondal has purchased **ALL THAT** piece and parcel of bastu land measuring about 03 cottachs more or less, Being Plot no. 4 & 4A, together with R.T.Shed measuring about 100 sq ft, comprised under Mouza-Nayabad J.L.No.-25, Touzi No.-56, R.S.Dag & L.R Dag No.157, R.S.Khatian No.-75, L.R.Khatian No.2753, P.S- panchasayar, District South 24 Parganas from Sri Sanjoy Kumar Singh against a valuable consideration mentioned therein and the said deed of sale was duly registered in the office of District Sub Registrar-IV at Alipore and recorded in Book No.1, Volume No.1604-2022, pages from 188406 to 188434, Being No.05810 for the year 2022.

AND WHEREAS by virtue of a deed of gift dated 20.2.2023, the said Swapn Mondal gifted bequeathed conveyed transferred the said land in favour of his son Avishek Mondal, the owner/vendor herein, **ALL THAT** piece and parcel of bastu land measuring about 03 cottachs more or less, Being Plot no. 4 & 4A, together with R.T.Shed measuring about 100 sq ft, comprised under Mouza-Nayabad J.L.No.-25, Touzi No.-56, R.S.Dag & L.R Dag No.157, R.S. Khatian No.-75, L.R. Khatian No.2753, P.S. Panchasayar, district- South 24 parganas against love and affection and the said deed of gift was duly registered in the office of District Sub Registrar-II at Alipore and recorded in Book No.1, volume no.1602-2023, pages from 81411 to 81441, Being No.160202087 for the year 2023.

AND WHEREAS by virtue of the aforesaid gift deed, the Owner/ Vendor is the recorded owners of **ALL THAT** piece and parcel of Bastu land measuring an area about 03 Cottachs more or less, comprised under mouza Nayabad, J.L.No.25, Touzi No.56, R.S.khatian No.75, L.R.khatian No.2753, R.S. & L.R.Dag No.157, Being **Premises No.1336, Nayabad, Kolkata 700 099, under Assesses No. 31-109-08-1336-9**, lying and situated within the limit of the Kolkata Municipal Corporation ward no.109, P.S-Panchasayar (previously Purba jadavpur), District South 24 parganas herein after referred to as the **"SAID PREMISES"**, more fully described in the **FIRST SCHEDULE** written hereunder.

AND WHEREAS the owner herein is seized and possessed of and otherwise well sufficiently entitle to as the sole and absolute owner free from all sorts of encumbrances, charges, attachment, lispens, trusts, whatsoever and howsoever nature.

AND WHEREAS the owner has made self development of the said premises by constructing multi storied residential flats, Car Parking Space etc. for the intending dwellers for residential or commercial requirements in accordance to the sanctioned building plan vide Permit No.2023120235 dated 17.08.2023 issued by the Kolkata Municipal Corporation.

AND WHEREAS the said owner has obtained building plan/permit duly sanctioned by the Kolkata Municipal Corporation vide sanctioned and /or approved **B. S. Plan No.-2023120235 dated 17.08.2023** issued by the Kolkata Municipal Corporation, Borough-XII, the owner herein, has commenced / started the construction of a straight Three storied residential building containing several self contained flats, car parking spaces, etc. at its own costs, initiation and efforts in the Building named and known as **“KRISHIV APARTMENT” at Premises No. 1336, Nayabad, Kolkata- 700 099 (SANCTIONED BUILDING PLAN/PERMIT).**

REGISTRATION OF PROJECT-

The project **“KRISHIV APARTMENTR”** is registered with West Bengal Real Estate Regulatory Authority (WBRERA) under **Registration No.----- dated-----.**

AND WHEREAS The Promoter has undertaken development of said project by constructing Multi Storied Building/s containing various Apartments, units, commercial spaces, Car parking spaces to be developed in **ALL THAT** piece and parcel of Bastu land measuring an area about 03 Cottachs more or less, comprised under mouza Nayabad, J.L.No.25, Touzi No.56, R.S.khatian No.75, L.R.khatian No.2753, R.S. & L.R.Dag No.157,Being **Premises No.1336, Nayabad, Kolkata 700 099 , under Assesses No. 31-109-08-1336-9,** lying and situated within the limit of the Kolkata Municipal Corporation ward no.109, P.S-Panchasayar (previously Purba jadavpur) , District South 24 parganas herein after referred to as the **“SAID PREMISES”**, more fully described in the **FIRST SCHEDULE** written hereunder

AND WHEREAS the Owner/ vendor agreed to sell and the purchaser/s agreed to purchase **ALL THAT** Self contained independent complete **Flat No. -----** measuring a super built up area about -----Sq.ft. (be the same a little more or less) on the ----- Floor, ----- side, **TOGETHER WITH** One Open/Covered Car Parking Space measuring an area about -----Sq.ft. (be the same a little more or less) Bearing No. ----- **ALSO TOGETHER WITH** undivided proportionate impartible and indivisible share of land underneath thereto under the project known and named as **“KRISHIV APARTMENT” being KMC Premises No.1336, Nayabad, Kolkata- 700 099 ,** Police station-Panchasayar , District – South 24 Parganas at or for a total consideration of Rs. -----/- (Rupees -----) only ,herein after referred to as the **“SAID UNIT”**. (More fully and

particularly described in the **SECOND SCHEDULE** written herein below and the said flat is more clearly shown and delineated in a map or plan bordered with **RED** annexed to this indenture.

THE PARTIES TO THIS INDENTURE BOTH HEREBY AGREE DECLARE AND COVENANT AS FOLLOWS: -

1. The purchaser has verified all papers and documents and have fully satisfied themselves with the title of the said property.
2. The purchaser has satisfied about the materials used, craftsmanship, measurement of the unit and also about the construction of flat as per specification of the building visually / technically and will not raise any objection and or dispute in future unless serious defects occurs.
3. The purchaser will abide by the rules and regulations of the said project for peaceful and betterment use of the flat for residential purposes only and will not be entitled to use and allow the said flat to be used for any illegal or immoral purposes or for any other purpose which may cause annoyance or inconveniences to the other adjoining and neighboring flat owners and will not make any addition, alteration to the flat without written permission of the Owner/ Developer and also after getting the written approval and or permission to be obtained from Kolkata Municipal Corporation at their own costs, initiation and effort. Similarly the flat owners shall not keep in parking place anything other than private Motor car /Motor cycle and shall not raise or put up any kutchra or pucca construction, grill wall/enclosure thereon or part thereof and shall keep it always open as before.
4. The Vendor/Developer company herein shall and will at the costs and request of the purchasers do all the acts, deeds things and matters for assuring the said unit more perfectly and effectively as and when the purchaser may be reasonably required the same.
5. The Vendor/Developer company herein shall handover the possession of the said unit simultaneously upon execution and/or registration of this instrument.
6. The purchaser/s shall observe and fulfil all the terms and conditions of the Deed of Conveyance
7. The stamp duty and registration fees and other incidental charges and expenses shall be borne by the purchasers herein for registration of this indenture.
8. The purchaser/s shall observe, fulfil and perform all the covenants for the common purpose and shall pay and discharge all taxes and impositions in respect of the said unit wholly and the common expenses of the project proportionately and all other outgoings in connection of the said

unit wholly and those in connection with the common portion of the said building proportionately.

9. The flat owner/s shall directly apply to the CESC for individual connection in his/her/ their names and shall pay meter processing charges and the security deposit directly to CESC.
10. The flat owners shall directly apply before the Kolkata Municipal Corporation for mutation of the unit in his/her / their names.

NOW THIS INDENTURE WITNESSETH that in pursuance of the said agreement and in consideration of Rs. -----/- (Rupees -----) only paid by the purchaser/s to the Vendor (the receipt whereof the Vendor / Developer company doth hereby and also by the memo of consideration written hereunder admit and acknowledge) and of the payment of the same the Vendor /Developer Company for ever release, discharge and acquit the purchasers **ALL THAT** the said unit, more fully and particularly described in **SECONDSCHEDULE** hereunder and the said flat delineated in the Map or Plan annexed hereto bordered with **RED** color and the Vendor/ Developer Company doth hereby grant, sell, transfer, convey, assign and assure the said unit **TOGETHER WITH** undivided proportionate impartible and indivisible share of land underneath thereto in the said building and **ALSOTOGETHER WITH** right of enjoyment with proportionate share in the common areas, easement, facilities, assurances, here ditaments etc., as mentioned in the **THIRD SCHEDULE** hereunder and subject to proportionate share in the common liabilities as mentioned in the **FOURTH SCHEDULE** hereto and subject to all other terms and conditions as mentioned herein and in other schedule(s) unto and to the use of the purchasers **TO HAVE AND TO HOLD** thesame absolutely free from all encumbrances attachment and charges lispences, whatsoever and howsoever and all the right, title, interest, whatsoever of the purchaser into or upon the same or any part thereof **TOGETHER WITH** the benefit of full power and authorities to appear before the Kolkata Municipal Corporation for mutating the name of purchasers and to do or act any or all as may be necessary as fully and effectually as the purchasers could do in respect of the said unit hereby demised conveyed or any part portion thereof now are or at any time hereto form or situated, butted and bounded called known, numbered, described, distinguished **ALSOTOGETHERWITH** all sewers, drains, walls, yards, ways, paths, passages, water, water courses and all other rights, liabilities, privileges, easements, profits appendages and

appurtenances whatsoever to the said unit or the said building and reversion or reversions remainder or remainders and the rent, issues and profit of and in connection with the said unit and all that estate, right, title, interest, property, claim and demand whatsoever of the company unto or upon the said unit and all other benefits and rights herein comprised and hereby granted, sold, conveyed, transferred, assign and assure or intended so to be and every part or parts thereof respectively **ALSOTOGETHER WITH** the right, liberties and appurtenances whatsoever in respect of said unit to and the unit of the purchaser free from all encumbrances, trusts, liens and attachments whatsoever **AND ALSO TOGETHER WITH** easements or quasi- easements and other stipulations and provisions in connection with the beneficial use and enjoyment of the said unit and other unit by the respective co-owners and / or occupants of the said building **TO HAVE AND TO HOLD** the said unit and all other benefits and rights hereby granted, sold, conveyed, transferred, assigned and assured and every part or parts thereof respectively absolutely and forever **SUBJECT TO** covenants and all subject to the purchasers regularly paying and discharging all taxes and impositions in respect of the said unit wholly and the common expenses of the project proportionately and all other outgoings in connection of the said unit wholly and those in connection with the common portion of the said building proportionately.

FIRST SCHEDULE

(Description of the Property)

ALL THAT piece and parcel of Bastu land measuring an area about 03 Cottachs more or less, comprised under Mouza Nayabad, J.L.No.25, Touzi No.56, R.S.khatian No.75, L.R.khatian No.2753, R.S. & L.R.Dag No.157,Being **Premises No.1336, Nayabad**, Kolkata 700 099 , **under Assesses No. 31-109-08-1336-9**, lying and situated within the limit of the Kolkata Municipal Corporation ward no.109, P.S-Panchasayar (previously Purba jadavpur) , District South 24 parganas ,butted and bounded by-

On the North- Scheme Plot No.3

On the South- Scheme Plot No.5

On the East -Land of R.S. Dag No.158

On the West -20 ft. wide KMC Road

SECOND SCHEDULE

(Description of the Said Unit)

ALL THAT self contained, independent, finished **FLAT No.**-----on ----- Floor, ----- side measuring a super built up area of -----Sq.ft. (be the same a little more or less), consisting of ----- Bed Rooms, ----- Living / Dining Room, ----- Kitchen, -----Toilets and ----- Balcony, at Block-1 **TOGETHER WITH** One Open /Covered Car Parking Space, measuring an area about -----Sq.ft. (be the same a little more or less) Bearing No. -----, **ALSO TOGETHER WITH** undivided proportionate impartible and indivisible share of land underneath thereto under the Project known and named as **“KRISHIV APARTMENT” KMC Premises No.1336, Nayabad, Kolkata 700 099** , Police station- Panchasyar District - South 24 Parganas.

THIRD SCHEDULE

(Common rights, facilities and amenities)

The right in common with the other co-owners and occupiers of the said building regarding common rights, facilities and amenities appurtenant thereto are as follows :-

1. Rider, beam and main supporting wall.
2. Lift, Lift Well and Lift Room.
3. Staircases, Passages, Landings, Lobbies, Compounds, ways, Paths and ingress and egress of the said building.
4. Roof and Staircase Room.
5. Pump Room, Electricity Meter Room, Pump, Septic Tank, Water Reservoir (overhead and underground).
6. Water Connections, Electricity Connections, Sewerage, Common Plumbing Installations, Common Electricity installations.

7. Roof Light, Passage Light, Stair Cases Light including Common Electrification of the said building.
8. The boundary wall and main gate of the said building.

FOURTH SCHEDULE

(Common Expenses)

1. All proportionate costs of maintenance for, operating, repairing, painting, reconstructing, decorating, redecorating and lightning of the common parts, paths, areas, intercom facilities, generator/power back-up etc. as stated hereinabove of **"KRISHIV APARTMENT"** and also the boundary wall of the said building as well as said project.
2. All proportionate costs of maintaining passages, lobbies, staircases, compounds, common toilet, lift, lift well, lift room etc.
3. All proportionate cost and expenses for maintaining, repairing and replacing the passage light, roof light, staircase light, compound light, lift light, lift fan, and all common electrical fittings and installation of the said building as well as said project.
4. All proportionate costs and expenses for maintaining, repairing and replacing the common water connection, pipe, pipe line, water pump, with its fittings and fixture, rain water pipes and all other common fittings and installation for water connection of the said building as well as said project as stated herein.
5. The salaries of Jamaders, Caretakers, Plumbers, Electricians, Guards, Men employed for water treatment, sewerage treatment, intercom facilities and other service providers of **"KRISHIV APARTMENT"** to be borne by the purchasers proportionately with other co-owners and occupiers of the same.
6. All other costs, expenses and charges which are necessary and essential to protect and safeguard the interest of the said building as well as **"KRISHIV APARTMENT"** to be borne by the purchasers proportionately with others.
7. That If any charges for insuring the said building against earthquake, fire, flood, rioting, lightning etc. to be borne proportionately by the purchasers.
8. That from the date of taking official possession of the said unit by virtue of the possession certificate issued /given by the Vendor/developer the purchaser/s shall bear and pay the

municipal taxes, water taxes, electricity charges proportionately, till separately assessed and installed in his /her/their names.

- 9. The flat owner will co-operate with other co-owners of the project for betterment, beneficial use and enjoyment of the said unit in the said project.
- 10. The Developer Company reserves the right to maintain the project till completion of the entire project and the project will be handed over to the Flat Owners Association on completion of the entire project.

IN WITNESS WHEREOF the parties have hereunto set and subscribed their respective hands, seals and signatures in this indenture on the day, month and year first above written.

SIGNED, SEALED AND DELIVERED by the OWNER/VENDOR

At Kolkata in the presence of: -

WITNESSES: -

1)

2)

OWNER/VENDOR

SIGNED AND ACCEPTED by the PURCHASER

At Kolkata in the presence of: -

WITNESSES: -

1)

2)

PURCHASER

Drafted by: -

Computer print by :-

MEMO OF CONSIDERATION

RECEIVED of and from the within named purchaser the within mentioned sum of Rs.-----
-----/- (Rupees -----) only being the full consideration
amount by the above named vendor / developer as per memo here under written.

Date	Ch. No.	Bank & Branch	Amount
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(Rupees -----only)

WITNESSES :-

1)

2)

OWNER/VENDOR