

THIS DEED OF CONVEYENCE

IS MADE ON THIS ..... DAY OF SEPTEMBER  
TWO THOUSAND  
TWENTY FOUR  
BETWEEN

1) ..... (PAN NO. ), (AADHAAR NO. ) (MOBILE NO. ) son of .....,  
by occupation - ....., by faith - ....., by nationality – Indian, residing at ....., 2)  
..... (PAN NO. ....), (AADHAAR NO. ....) (MOBILE NO. ....), son of late  
....., by occupation - ....., by faith - ....., by nationality – ....., both residing at  
....., 3) ..... (PAN NO.), (AADHAAR NO. ) (MOBILE NO.), son of .....,  
by occupation - ....., by faith - ..., by nationality – ... both residing at ....., 4)  
..... (PAN NO., (AADHAAR NO. (MOBILE NO.), son of, by occupation - Retired,  
by faith - , by nationality – , both residing at ....., 5), hereinafter jointly called  
and referred to as the “**V E N D O R S / O W N E R S**” (which expression shall  
unless excluded by or repugnant to the context be deemed to include their respective  
heirs, executors, successors, legal representatives and / or assigns) represented by  
their Constituted Attorney - ..... (PAN NO. ....) (AADHAAR NO. ....),  
(MOBILE NO.), son of ....., by occupation - ... by faith - ..., by nationality – .., residing  
at ....., Police Station - ..... Kolkata – ....., by virtue of Power of Attorney,  
registered at the office of ..... Pages ....- .. Being No. ....for the year xxxx (which  
term or expression shall unless by or repugnant to the context be deemed to mean  
and include their respective heirs, executors, administrators, representatives, and  
assigns) of the **FIRST PART**.

**AND**

....., (PAN NO.) (AADHAR NO.) (MOBILE NO.), son of ....., by faith – ....., by  
occupation – ....., by nationality - ....., residing at ....., hereinafter called referred  
to as the “**DEVELOPER**” (which term or expression shall unless excluded by or  
repugnant to the context or subject be deemed to mean and include his heirs,  
executors, administrators, legal representative and / or assigns) of the **SECOND**  
**PART**.

**AND**

(1) .....(D.O.B ..... ) (PAN NO. .... ) (AADHAR NO. .... ) (MOBILE NO. .... ), son of Sanichar Shaw, by faith – Hindu, by occupation – Business, by nationality - ....., 2) ..... (D.O.B ..... ) (PAN. NO..... ) (AADHAR NO..... ) (MOBILE NO..... ) son of ....., by faith – ..... by occupation – ....., by nationality – ....., 3) .....(D.O.B ..... ), PAN NO..... ) (AADHAR CARD NO..... ) (MOBILE NO..... ) by faith – ....., by occupation – ....., by nationality – ..... all are residing at ....., Kolkata – 700 023 hereinafter called and referred to as the “PURCHASERS” (which term or expression shall unless by or repugnant to the context be deemed to mean and include their respective heirs, executors, administrators, representative and assigns) of the **THIRD PART**.

WHEREAS one .....was the absolute owner of .....and he was in possession of the said property as an absolute owner. The said Flat No. ...., on the Northern portion of the ... Floor, measuring .... sq. ft. Carpet area together with undivided proportionate share of the land of the said premises which is a subject matter of this deed. The said Flat is morefully described in the Second schedule hereunder. The entire premises is also described in the First Schedule appearing hereunder.

AND WHEREAS the said .....thereafter engaged into a legal battle of Partition of their ..... property among themselves and the said suit for partition being numbered ..... was later compromised among them and they being the joint owners of the said property entered into a Development Agreement with the Developer named Sri ....., on ..... which was registered at the office of the ....., being No. .... for the year..... and on the same date a Power of Attorney was also granted in favour of the said Developer which was also registered at the office of the ....., Pages ....to ....., being No. .... for the year ..... Thereafter there is also a Supplementary Agreement and Power of Attorney were also executed and registered between the same parties on ..... The former was registered in the office of the ....., and recorded in ....., Volume No. ...., Pages .... to ....., being No. .... for the year ..... The later was also registered in the same office and recorded in ....., Volume No. ...., Pages ....., being No. .... for the year .....

AND WHEREAS the said owners thereafter constructed building over the said premises through the Developer herein Sri ..... The said Developer after

completion of the construction of the building from his allocation declared to sale and dispose of one Flat No. .... and the Purchasers above named after coming to learn the said desire of the developer contacted with him and offered to purchase the said property. Before entering this Agreement the purchasers became fully satisfied with the title of the property, quality of the construction as well as the measurement of the said flat. They have no further claim nor any complaint against the Vendors / Developer in any manner whatsoever regarding above. The said Flat which is under developer's allocation is more fully described in the 2<sup>nd</sup> Schedule hereunder.

**AND WHEREAS** the VENDORS have agreed to sale and transfer the said property and the PURCHASERS have also agreed to Purchase the Flat No. ...., P.O. ...., P.S. – ....., together with undivided proportionate share of the land and common areas and common facilities attached with the said premises at a consideration of Rs. .... (Rupees ..... only free from all encumbrances, attachments, liens and lispends.

**AND WHEREAS** the said owners along with Developer thereafter entered into an Agreement for Sale on .....with the purchasers above named for selling the said flat at a consideration of Rs. ....

**AND WHEREAS** the Vendors and Developer herein agreed to sell and Sri ....., Sri .....and Sri .....the Purchasers herein, agreed to purchase the "said property" more fully described in the Second Schedule hereunder written free from all encumbrances at a consideration of Rs..... (Rupees .....) only. The said amount includes GST.

**NOW THIS INDENTURE WITNESSETH.** That in pursuance of the aforesaid agreements and in consideration of Rs..... (Rupees .....) only paid by the Purchasers to the Developer hereinbefore the execution of these presents (the receipt whereof the Developer doth hereby admit and acknowledge and of and from the same and every part thereof doth acquit, release and forever discharge the Purchasers) the Vendors and Developer jointly hereby sell, grants, conveys and transfers by way of absolute sale unto the Purchasers ALL That ..... of the .....storied building measuring .....sq.ft. Carpet Area consisting one Bed Room, one dining room, one

kitchen, one toilet and one balcony with marble flooring together with proportionate, impartible, undivided share in the land described in the First Schedule hereunder and hereinafter referred to as the "said property" TOGETHER WITH all right to use and enjoy common amenities, water, water reservoirs underground and overhead lights, entrance passages the staircase, sanitary tank, water pump house, water supply arrangement, electric meter box, which have been partly laid and constructed and the reversion and reversions remainder or remainders AND ALL THE ESTATE right, title, interest, claim and demand whatsoever of the Vendors into or upon the said flat TOGETHER WITH right to inspect all deeds, pattahs, monuments of title whatsoever in any way exclusively relating to or concerning the said premises or any part thereof which now are or hereafter shall or may be in the possession power or control of the Vendors or any other person or persons from whom he may procure the same without any action or sit TO HAVE AND TO HOLD the said flat or the said land and premises hereby granted or expressed so to be unto and to the use of the Purchasers absolutely and forever and the Vendors doth hereby covenant with the Purchasers that they, the Vendors have not executed or done or knowingly suffered or been party or privy to any act, deed or thing whereby or by reason thereof the said flat on the said land and premises hereby sold, granted and conveyed or any part thereof, affected or encumbered in title, estate or otherwise or thereby or by means whereof the Vendors are in anyway hindered from conveying the said flat or any part thereof in the manner in which it is expressed so to be conveyed AND the Purchasers shall and will at all times hereafter peaceably and quietly enjoy the said flat at their own cost on the said and premises and receive the rents issues and profits thereof without any lawful eviction interruption claim and demand whatsoever from or by the Vendors or any person or persons whatsoever AND that free and clear and freely and clearly and absolutely discharged and exonerated the Vendors effectually indemnified of from and against all manner of claims charges liens debts attachments encumbrances and trust whatsoever made or suffered by the Vendors or any persons lawfully and equitably claiming as aforesaid or any person or persons whatsoever and all person or persons having or lawfully or equitably claiming any estate right title or interests in the said flat for on the said land and premises or any part thereof from and under or in

trust for them and the Vendors shall and will from time to time at the reasonable request and at the cost of the Purchasers unless prevented by fire or other inevitable accident/incident make do and execute and procure to be made done and executed all such acts deeds matters or things whatsoever for further better and more perfectly conveying granting transferring confirming and assuring the said flat for on the said land and premises and every part thereof unto and to the use of the Purchasers in manner aforesaid or as shall or may be reasonably required AND also at the like request and costs of the Purchasers such attested or other copies or Xerox copies or abstracts of or extracts from such title deeds of the said land as they may require AND the Vendors declare that in case any material error or omission be detected after wards in the recital of this Deed any rectification deed be necessary thereof the Vendors and their heirs, executors representatives agree to present or cause themselves presented before the appropriate Registration office authority concerned to execute and register such Deed of Rectification or Declaration for rectification unto and in favour of the Purchasers at the cost and request of the Purchasers making the title of the property of the purchasers good clear and marketable.

**THE FIRST SCHEDULE ABOVE REFERRED TO**

**ALL THAT** piece and parcel of ..... land measuring an area ..... sq.ft. be the same a little more or less together with building thereon lying and situate at being Premises No. ...., Post Office - ..... Police Station - ....., Kolkata – ....., within the municipal limits of the Kolkata Municipal Corporation under Ward No. ..., District – (.....) ....., butted and bounded as follows:

ON THE NORTH ::

ON THE EAST ::

ON THE WEST ::

ON THE SOUTH ::

**THE SECOND SCHEDULE ABOVE REFERRED TO**

**(Details of the Unit to be sold)**

**ALL THAT** piece and parcel of self contained flat being No. ....on the **SECOND FLOOR (NORTH PORTION)** measuring a Carpet area of .....**square feet more or less**, consisting of Two Bed Rooms, One Living Cum Drawing, One Kitchen, One Toilet, and One Balcony **TOGETHER WITH** proportionate share or interest in the land **TOGETHER WITH** all facilities and amenities attached thereto at Premises No. .... within the municipal limits of the Kolkata Municipal Corporation under Ward No. ... District – (.....) .....

**THIRD SCHEDULE PROPERTY**

**(common areas, common rights and benefits)**

1. All sorts of easement Rights
2. Quasi – easement rights
3. Other rights, benefits and enjoyment and privileges in all common parts of the land hereditaments holding in roof, lobby, Stair, landing, entrance gate, passage, entrance gate, passage, open and / or covered, pathways, exits, boundary walls, swears, sanitation, electricity, water, water course, pump, reservoirs, pump, reservoirs of the Premises, rain water, pipe, fittings and fixtures under and / or common installation, pump, electrical installation whatsoever meant for common use and enjoyment.
4. The parties concerned will contribute the proportionate costs of maintenance, repairs, up – keeps, up – keeps, sewers, sanitations, roof and common electricity and also of the rents and taxes and other outgoing.

5. The Roof of the said building, for common purpose of the use of the purchasers besides fixing of T.V. Antenna, Radio, Aerial and for adjusting and re-adjusting of Antennas and also for inspection of overhead water tank and of the same as ceremonial purposes.

#### **FOURTH SCHEDULE**

##### **(obligation of the purchasers)**

1. All costs of maintenance, operation, replacing while washing painting, re – building, re – rebuilding, re – construction, re – decoration and obligating in the common parts.
2. The Salary and wages of all persons employed for the common purposes.
3. Instance premises for insuring the building against earth quake, fire, lighting, mob – damage, civil commotion etc.
4. All charges and deposits for suppliers in common utilities to the co – owners.
5. The costs of formation and operation of the company, or any other body corporate.
6. All litigation expenses incurred for the common purpose.
7. Office expenses incurred for maintaining an office for common purpose Deemed by all concerned.

**IN WITNESS WHEREOF** the Parties have hereunto set and affixed their respective hands and seals on the Day, Month and Year first above written.

**SIGNED, SEALED & DELIVERED**

in the presence of :

**WITNESSES :**

1.