

DEED OF CONVEYANCE

1. **Date :**
2. **Place : Kolkata**
3. **Parties :**
 - 3.1 **SONJOY BHATTACHARYA [PAN. BUCPB1241H] & [AADHAAR NO. 699437031703]**, son of Late Subodh Kumar Bahttacharya, by faith - Hindu, by occupation - Retired, by nationality - Indian, residing at Kaikhali, Mondalganhi, Ramkrishan Pally, P.O. Airport, P.S. Baguiati, Kolkata - 700052, District North 24 Parganas, West Bengal.
 - 3.1.1 **MST. MAMTAJ BEGUM @ SMT. KALPANA PANDA [PAN. AOAPB5231J] & [AADHAAR NO. 401086927182]**, daughter of Abhimunyu Panda, by faith - Muslim, by occupation - Housewife, by nationality - Indian, residing at No.10, Najrul Islam Avenue, VIP Road, P.O. Airport, P.S. Baguiati, Kolkata - 700052, District North 24 Parganas, West Bengal.

The said (1) Sonjoy Bhattacharya & (2)Mst. Muntaj Begum @ Kalpana Panda, Landowners herein, jointly represented by their constituted attorney, **S.M. ENTERPRISE [PAN. CQNPM1522N]**, a Proprietorship Firm, represented by its Proprietor namely **SAGAR MANDAL [PAN. CQNPM1522N] & [AADHAAR NO. 921659600147]**, son of Anupam Mondal, residing at PC-41, Arjunpur, Shibhala, P.O. Arjunpur, P.S. Baguiati, Kolkata - 700059, District - North 24 Parganas, West Bengal, Developer herein, by executing a Registered Development Power of Attorney After Registered Development Agreements, which was registered on 02.11.2022, registered in the office of the A.D.S.R. Rajarhat, New Town, and recorded in Book No. I, Volume No. 1523-2022, Pages 678166 to 678180, being Deed No. 152317629 for the year 2022.

Hereinafter jointly and collectively called and referred to as the **“LANDOWNERS/VENDORS”** (which expression shall unless excluded by or repugnant to the context be deemed to mean and include their heirs, executors, administrators, representatives and assigns) of the **FIRST PART.**

AND

3.2 [PAN.], [AADHAAR NO.] & [MOBILE NO.],
son/wife/daughter of, by faith -
....., by occupation -, by nationality - Indian, residing at
....., P.O.
....., P.S., District -, Pin -
....., State -

Hereinafter called and referred to as the **“PURCHASER”** (which terms and expression shall unless excluded by or repugnant to the context be deemed to mean and include his/her heirs, executors, administrators, representatives and assigns) of the **SECOND PART**.

AND

3.3 **S.M. ENTERPRISE [PAN. CQNPM1522N]**, a Proprietorship Firm, represented by its Proprietor namely **SAGAR MANDAL [PAN. CQNPM1522N] & [AADHAAR NO. 921659600147]**, son of Anupam Mondal, residing at PC-41, Arjunpur, Shibtala, P.O. Arjunpur, P.S. Baguiati, Kolkata - 700059, District - North 24 Parganas, West Bengal.

Hereinafter called and referred to as the **“DEVELOPER/CONFIRMING PARTY”** (which terms and expression shall unless excluded by or repugnant to the context be deemed to mean and include his heirs, executors, administrators, representatives and assigns) of the **THIRD PART**.

Landowners/Vendors, Purchaser/s and the Developer/Confirming Party collectively Parties and individually Party.

NOW THIS DEED OF CONVEYANCE WITNESSETH AS FOLLOWS :-

4. Subject Matter of Conveyance :

4.1 Transfer of Said Flat & Appurtenances :

4.1.1 Said Flat/Said Property : ALL THAT piece and parcel of one independent and complete residential flat, being **Flat No. ‘.....’**, on the **Floor, Side**, measuring **Square Feet be**

the same a little more or less of super built up area, lying and situated in the building namely **“MAYA APARTMENT”**, morefully described in the Second Schedule hereunder written, lying and situated on the amalgamated plot of land, which is morefully described in the First Schedule hereinafter written, together with undivided proportionate share of land, common areas, common amenities and common facilities of the said said property, lying in the said building/complex **[SOLD PROPERTY/SAID PROPERTY]**.

5. **BACKGROUND, REPRESENTATIONS, WARRANTIES AND COVENANTS :**

5.1 **Representations and Warranties Regarding Title** : The Landowners/Vendors and the Developer/Confirming Party have made the following representation and given the following warranty to the Purchasers regarding title.

5.1.1 **CHAIN AND TITLE REGARDING ABSOLUTE JOINT OWNERSHIP OF (1) SONJOY BHATTACHRYA, (2) MST. MAMTAJ BEGUM @ SMT. KALPANA PANDA, LANDOWNERS HEREIN, IN RESPECT OF THE FIRST SCHEDULE PROPERTY, AS IS UNDER :**

5.1.1.1
.....
.....
.....
.....
.....
.....

5.1.1.2
.....
.....
.....
.....
.....

5.1.2 **REGISTERED DEVELOPMENT AGREEMENT EXECUTED IN BETWEEN THE PRESENT LANDOWNERS AND ONE S.M. ENTERPRISE:**

5.1.2.1 The said Sonjoy Bhattacharya & Mst. Mumtaj Begum @ Kalpana Panda, present landowners herein, jointly entered into a Registered Development Agreement with one S.M. Enterprise, developer herein in respect of their total plot of land mentioned therein. The said Development Agreement was registered on 02.11.2022, registered in the office of the A.D.S.R. Rajarhat, New Town, and recorded in Book No. I, Volume No. 1523-2022, Pages 678166 to 678180, being Deed No. 152317629 for the year 2022.

5.1.3 **REGISTERED POWER OF ATTORNEY EXECUTED BY THE PRESENT OWNERS IN FAVOUR OF THE SAID S.M. ENTERPRISE :**

5.1.3.1 The said Sonjoy Bhattacharya & Mst. Mumtaj Begum @ Kalpana Panda, present landowners herein, jointly executed a Registered Power of Attorney, appointing the said S.M. Enterprise, as their constituted attorney. The said Power of Attorney was registered on 02.11.2022, registered in the office of the A.D.S.R. Rajarhat, New Town, and recorded in Book No. I, Volume No. 1523-2022, Pages 678166 to 678180, being Deed No. 152317629 for the year 2022.

5.1.4 **DEED OF AMALGAMATION, SANCTION OF BUILDING PLAN & CONSTRUCTION OF BUILDING :**

5.1.4.1 **Deed of Amalgamation :** The Landowners herein amalgamated their respective plot of land into one single plot, and the said amalgamated plot of land is morefully described in the First Schedule hereunder written, by executing a Deed of Amalgamation on 02.11.2022

5.1.4.2 **Sanction of Building Plan :** The said S.M. Enterprise, Developer herein, as constituted attorney of all the relevant owners, sanctioned a building plan on the said amalgamated plot of land, from the concerned authority, vide Approval Order No. dated

5.1.4.3 **Construction of Building :** The said S.M. Enterprise, Developer herein, is constructing a multi storied building namely **“MAYA APARTMENT”**, on the said amalgamated plot of land in accordance with a sanctioned a building plan from the concerned authority, which is morefully described in the First Schedule hereunder written.

5.1.5 **DESIRE OF PURCHASE & ACCEPTANCE AND CONSIDERATION :**

- 5.1.5.1 **Desire of Purchaser/s for purchasing a Flat from Developer's Allocation** : The Purchaser/s herein perused and inspected Title Deed/s, Registered Development Agreement, Registered Development Power of Attorney, Building Sanctioned Plan and other related documents in respect of the schedule mentioned property including its amenities and facilities and areas and satisfied himself/herself in regards thereto and approached to the said S.M. Enterprise, Developer herein, to purchase **ALL THAT** piece and parcel of one independent and complete residential flat, being **Flat No. '.....'**, on the **Floor**, **Side**, measuring **Square Feet be the same a little more or less of super built up area**, lying and situated in the said building namely ".....", morefully described in the Second Schedule hereunder written, lying and situate on the said plot of land, which is morefully described in the First Schedule hereunder written, together with undivided proportionate share of land, common areas, common amenities and common facilities of the said property, lying in the said building from Developer's Allocation [**Hereinafter called and referred to as the SAID FLAT/SAID PROPERTY**].
- 5.1.5.2 **Acceptance by Developer** : The said S.M. Enterprise, Developer/Confirming Party herein accepted the aforesaid proposal of the Purchasers herein and agreed to sell the **SAID FLAT/SAID PROPERTY**, which is morefully described in the Second Schedule hereunder written, together with land share and share in common portion.
- 5.1.5.3 **Consideration** : The total sale consideration of the **SAID FLAT/SAID PROPERTY** is **Rs..... (Rupees)** **only**, subsequently the Purchasers herein already paid the same to the said S.M. Enterprise, Developer/Confirming Party herein as per memo attached herewith.
- 5.1.6 **LAND SHARE & SHARE IN COMMON PORTIONS** :
- 5.1.6.1 **Land Share** : Undivided, impartible, proportionate and variable share in the land comprised in the Said Property as is attributable to the Said Flat morefully described in the Part-I of the Third Schedule hereinafter written (**Land Share**). The Land Share is/shall be derived by taking into consideration the proportion which the super built-up area of the Said Flat bears to the total super built-up area of the Said Building.

5.1.6.2 **Share In Common Portions** : Undivided, impartible, proportionate and variable share and/or interest in the common areas, amenities and facilities of the Said Building/Complex is attributable to the Said Flat (**Share In Common Portions**), the said common areas, amenities and facilities being described in the Part-II of the Third Schedule below (**collectively Common Portions**). The Share in Common Portions is/shall be derived by taking into consideration the proportion which the super built-up area of the Said Flat bears to the total super built-up area of the Said Building.

6. **REPRESENTATIONS, WARRANTIES AND COVENANTS REGARDING ENCUMBRANCES** : The Landowners/Vendors and Developer/Confirming Party represent, warrant and covenant regarding encumbrances as follows :

6.1 **No Acquisition/Requisition** : The Landowners/Vendors and Developer/Confirming Party have not received any notice from any authority for acquisition, requisition or vesting of the Said Flat and/or any part of the property in which the building/complex is lying and declare that the Said Flat is not affected by any scheme of the concerned authority/authorities or Government or any Statutory Body.

6.1.1 **No Encumbrance** : The Landowners/Vendors and Developer/Confirming Party have not at any time done or executed or knowingly suffered or been party or privy to any act, deed, matter or thing, including grant of right of easement, whereby the Said Flat or any part thereof can or may be impeached, encumbered or affected in title.

6.1.2 **Right, Power and Authority to Sell** : The Landowners/Vendors and Developer/Confirming Party have good right, full power, absolute authority and indefeasible title to grant, sell, convey, transfer, assign and assure the Said Flat to the Purchasers herein.

6.1.3 **No Dues** : No tax in respect of the Said Flat is due to the concerned authority or authorities and no Certificate Case is pending for realisation of any taxes from the Landowners/Vendors and the Developer/Confirming Party herein.

- 6.1.4 **No Mortgage** : No mortgage or charge has been created by the Landowners/Vendors and the Developer/Confirming Party in respect of the Said Flat or any part thereof.
- 6.1.5 **No Personal Guarantee** : The Said Flat is not affected by or subject to any personal guarantee for securing any financial accommodation.
- 6.1.6 **No Bar by Court Order or Statutory Authority** : There is no order of Court or any other statutory authority prohibiting the Landowners/Vendors and Developer/Confirming Party from selling, transferring and/or alienating the Said Flat or any part thereof.

7. **BASIC UNDERSTANDING :**

- 7.1 **Agreement to Sell and Purchase** : The Purchaser/s herein has/have approached to the Developer/Confirming Party and the Landowners/Vendors and offered to purchase the **SAID FLAT/SAID PROPERTY**, which is morefully described in the Second Schedule hereunder written, and the Purchasers based on the representations, warranties and covenants mentioned hereinabove (collectively Representations), have agreed to purchase the Said Flat/Said Property from the Developer/Confirming Party and Landowners/Vendors herein through Developer's Allocation, and in this regard, an Agreement for Sale has already been executed in between the parties herein in respect of the said flat/said property on

8. **TRANSFER :**

- 8.1 **Hereby Made** : The Developer/Confirming Party and Landowners/Vendors hereby sell, convey and transfer the Purchasers the entirety of their right, title and interest of whatsoever or howsoever nature in the **SAID FLAT/SAID PROPERTY**, which is morefully described in the Second Schedule hereinafter written, together with proportionate undivided share of land morefully described in the Part-I of the Third Schedule (**said land share**) and also together with all easement rights for egress and ingress of all common spaces, amenities and facilities (**said common portion**) in the said building/complex, described and referred in the Part-II of the Third Schedule hereinafter written.

8.1.1 **Consideration :** The aforesaid transfer is being made in consideration of a sum of **Rs..... (Rupees)** **only** paid by the Purchasers to the Developer/Confirming Party herein, receipts of which the Developer/Confirming Party hereby and by the Memo and Receipts hereunder written admit and acknowledge.

9. **TERMS OF TRANSFER :**

9.1 **Salient Terms :** The transfer being effected by this Conveyance is :

9.1.1 **Sale :** A sale within the meaning of the Transfer of Property Act, 1882.

9.1.2 **Absolute :** Absolute, irreversible and perpetual.

9.1.3 **Free from Encumbrances :** Free from all encumbrances of any and every nature whatsoever including but not limited to all claims, demands, encumbrances, mortgages, charges, liens, attachments, lispendens, uses, trusts, prohibitions, Income Tax Attachments, Financial Institution charges, reversionary rights, residuary rights, statutory prohibitions, acquisitions, requisitions, vestings and liabilities whatsoever.

9.2 **SUBJECT TO :** The transfer being effected by this Conveyance is subject to :

9.2.1 **Indemnification :** Indemnification by the Landowners/Vendors and Developer/Confirming Party about the correctness of their title and authority to sell and this Conveyance is being accepted by the Purchasers on such express indemnification by the Landowners/Vendors and Developer/Confirming Party about the correctness of their title and the representation and authority to sell, which if found defective or untrue at any time, the Landowners/Vendors and Developer/Confirming Party shall at their cost forthwith take all necessary steps to remove and/or rectify.

9.2.2 **Transfer of Property Act :** All obligations and duties of Landowners/Vendors and Developer/Confirming Party and the Purchasers as provided in the Transfer of Property Act, 1882, save as contracted to the contrary hereunder.

9.2.3 **Delivery of Possession :** Khas, vacant and peaceful possession of the Said Flat has been handed over by the Landowners/Vendors and

Developer/Confirming Party to the Purchasers, which the Purchasers admit, acknowledge and accept.

- 9.2.4 **Outgoings** : All statutory revenue, cess, taxes, surcharges, outgoings and levies of or on the Said Flat relating to the period till the date of this Conveyance, whether as yet demanded or not, shall be borne, paid and discharged by the Landowners/Vendors and Developer/Confirming Party with regard to which the Landowners/Vendors and Developer/Confirming Party hereby indemnify and agree to keep the Purchasers fully and comprehensively saved, harmless and indemnified.
- 9.2.5 **Holding Possession** : The Landowners/Vendors and Developer/Confirming Party hereby covenant that the Purchasers and their heirs, executors, administrators, representatives and assigns, shall and may, from time to time, and at all times hereafter, peacefully and quietly enter into, hold, possess, use and enjoy the Said Flat and every part thereof and receive rents, issues and profits thereof and all other benefits, rights and properties hereby granted, sold, conveyed, transferred, assigned and assured or expressed or intended so to be unto and to the Purchasers, without any lawful eviction, hindrance, interruption, disturbance, claim or demand whatsoever from or by the Landowners/Vendors and Developer/Confirming Party or any person or persons lawfully or equitably claiming any right or estate therein from under or in trust from the Landowners/Vendors and Developer/Confirming Party.
- 9.2.6 **No Objection to Mutation** : The Landowners/Vendors and Developer/Confirming Party declare that the Purchasers can fully be entitled to mutate their names in the record of the concerned authority/authorities and to pay tax or taxes and all other impositions in their own names. The Landowners/Vendors and Developer/Confirming Party undertake to co-operate with the Purchasers in all respect to cause mutation of the Said Flat in the name of the Purchasers and in this regard shall sign all documents and papers as required by the Purchasers.
- 9.2.7 **Further Acts** : The Landowners/Vendors and Developer/Confirming Party hereby covenant that the Landowners/Vendors and Developer/Confirming Party or any person claiming under them, shall and will from time to time and at all times hereafter, upon every request and cost of the Landowners/Vendors and Developer/Confirming Party and/or their

successors-in-interest, does and executes or cause to be done and executed all such acts, deeds and things for further or more perfectly assuring the title of the Said Property.

THE FIRST SCHEDULE ABOVE REFERRED TO
[Description of Total Plot of Land]

ALL THAT piece and parcel of a total plot of land measuring **2 (Two) Cottaha 12 (Twelve) Chittacks be the same a little more or less**, with an old dilapidated residential building with cement floor thereon measuring an area 400 sq.ft. comprised in C.S. Dag No. 113, corresponding to **R.S./L.R. Dag No. 121**, under Khtain No. 202 from 200, corresponding to **L.R. Khatian Nos. 10745 & 10940**, lying and situated at **Mouza** - of Mondalganthi, J.L. No. 6, Re.Sa. No. 132, Touzi No. 172, Pargana - Kalikata, P.S. Baguiati, within the local limit of Bidhannagar Municipal Corporation, in Ward No. 7, Holding No. of RGM-3000/28/122, Pin Code - 700052, in the District North 24 Parganas, in the State of West Bengal, in the State of West Bengal. The said total plot of land is butted and bounded as follows :-

ON THE NORTH : 6 ' Ft. Wide Common Passage.
ON THE SOUTH : 25 ft. Wide Road.
ON THE EAST : Land of Owner No. 2.
ON THE WEST : Land of Others.

THE SECOND SCHEDULE ABOVE REFERRED TO
[Description of Flat]
[Sold Property/Said Property]

ALL THAT piece and parcel of one independent and complete Tiles flooring residential flat, being **Flat No. '.....'**, on the **Floor, Side**, measuring **Square Feet be the same a little more or less of super built up area**, consisting Bed Rooms, One Drawing-cum-Dining, One Kitchen, Toilets & Balcony, lying and situated in the said building namely **"MAYA APARTMENT"**, lying and situated at **Mouza** - of Mondalganthi, J.L. No. 6, Re.Sa. No. 132, Touzi No. 172, Pargana - Kalikata, P.S. Baguiati, within the local limit of Bidhannagar Municipal Corporation, in Ward No. 7, Holding No. of RGM-3000/28/122, Pin Code - 700052, in the State of West Bengal, lying and situated on the total plot of land, which is morefully described in the First Schedule hereinabove written, together with undivided proportionate share of land, common areas, common amenities, common facilities of the said property, lying in the said building complex. A

Floor Plan of the said flat is enclosed herewith and the said floor plan is/will be treated as part and parcel of this present Deed of Conveyance.

THE THIRD SCHEDULE ABOVE REFERRED TO

Part-I

[Description of share of land]

ALL THAT piece or parcel of proportionate impartiable share of land morefully and specifically described in the First Schedule hereinbefore.

Part - II

[Description of share of common areas & common amenities]

ALL THAT piece or parcel of proportionate impartiable share of common areas and common amenities morefully and specifically described in the Fourth & Fifth Schedule hereinafter.

THE FOURTH SCHEDULE ABOVE REFERRED TO

[Common Areas & Amenities]

Building Level :

- :: Lobbies on all floors and staircase of the Said Building.
- :: Lift machine room and lift well of the Said Building.
- :: Water reservoirs/tanks of the Said Building.
- :: Water supply, pipeline in the Said Building (save those inside any Unit).
- :: Drainage and sewage pipeline in the Said Building (save those inside any Unit).
- :: Wiring, fittings and accessories for lighting of lobbies, staircase and other common portions of the Said Building.
- :: Space for Electricity meters.
- :: Elevators and allied machinery in the Said Building.
- :: Ultimate roof of the building will be treated as common space.

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

SIGNED, SEALED AND DELIVERED

by the parties at Kolkata

In presence of :-

1.

Sagar Mandal
As constituted attorney of
Mst. Muntaj Begum
@ Kalpana Panda
Landowners/Vendors

.....
Purchaser

Sagar Mandal
Proprietor of S.M. Enterprise
Developer/Confirming Party

MEMO OF CONSIDERATION

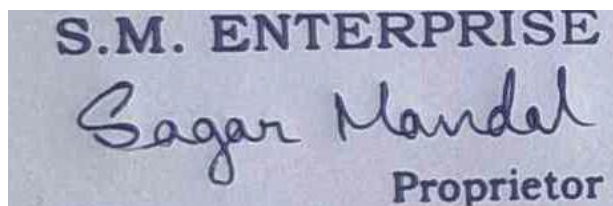
Received with thanks from the above named purchasers, a sum of **Rs.....**
(Rupees) **only** towards the total
consideration of the said flat, which is morefully described in the Second Schedule
hereinabove written, together with undivided proportionate share of land morefully
mentioned in the First Schedule hereinbefore written as per money receipts given to
the purchasers.

<u>Mode of Payment</u>	<u>Date</u>	<u>Bank's Name</u>	<u>Amount</u>
-------------------------------	--------------------	---------------------------	----------------------

Witnesses :

1.

Sagar Mandal
Proprietor of S.M. Enterprise
Developer/Confirming Party



S.M. ENTERPRISE
Sagar Mandal
Proprietor