DEED OF CONVEYANCE

THIS DEED OF CONVEYANCE is made this the 8th January, Two Thousand Twenty Four (2025)

BETWEEN

[LAND OWNER]

1) SRI GAUTAM DUTTA 2) MRS TRISHITA ROY 3) SRI SWAPAN KUMAR BANIK is residing at 1, Santibari, Bidhan Pally, P.S. Haridevpur, P.O. Joka, Kolkata-700104, herein called as Land owner

[DEVELOPER]

MAJUMDER CONSTRUCTION, a proprietorship firm resident at 73, M.G. Road, Bidhan Pally, P.O. Joka, P.S. Haridevpur, Kolkata-700104 represents its Authorized signatory 1) SRI PRATIK MAJUMDER residing at **73, M.G. Road, Bidhan Pally, P.O. Joka, P.S. Haridevpur, Kolkata-700104**, herein after called as Developer.

1)…….., PAN ……, Aadhaar No……, son of……,…., hereinafter called and referred to as the **"PURCHASERS"** (which termor

expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their heirs, executors, administrators, legal representatives and assigns) of the **SECOND PART**;

WHEREAS all the singular number will import plural and vice-versa and similarly the masculine gender will denote feminine gender and vice-versa. –

Whereas……

……

……..(Land Area)

And whereas one……

And Whereas the said ……

And whereas accordingly by virtue of the said deed of gift , the first part became the lawful owners of that immovable property stated in the schedule here number written for the sake of clarity ,hereinafter sated and described as said property.

And whereas the landowner have decided to develop their land by constructing a multistoried building thereon and as such have approached the developer and the said developer has agreed to construct the said proposed building under the following terms and conditions.

Now this Indenture witness and it is hereby agreed by and between the parties hereto as follow

Article-I: Definitions

The said property mean ALL THAT piece and parcel of land measuring more or less an area of …….. …… Square Feet togetherwith a multi storied building standing thereon, lying and situated Mouza ……., District …….. The said property is butted and bounded as follows:-

ON THE NORTH **:** 08 Feet Wide Common Passage.

ON THE SOUTH **:** House of Jhantu Mondal.

ON THE EAST **:** 16 feet Common Passage

ON THE WEST **:** House of Raba Mondal.

1. The building shall mean a multi-storied building or buildings to be constructed in the said holding/Premises in accordance with the plan to be sanctioned by the Kolkata Municipal Corporationor any appropriate authority or authorities at the cost of the developer.
2. The building Plan shall mean the plan for the construction of the building as per plan to be sanctioned by Kolkata Municipal corporation in the name of the land owner or in the Developer and also any renewals or amendments thereto and/or modification thereof.
3. Built-up area and super built-up area shall mean the area of flat calculated on the basis of the current rule and regulation and definition of such as prescribed by KMC on the date of sanctioned plan is allotted in favour of the land owner.

AND WHEREAS the said property is absolutely free from all encumbrances, attachment, lien, impendence, debaters, pirrattor, trust, vest, no notice of requisition and acquisition have been served upon the owners and the said property have not been affected by way of Order of the Ld. Court for selling and/or alienating the same, the owners have absolute authority to deal with the said property and the owners hereby declare that they have full power and absolute authority to enter into this Deed of Conveyance.

AND WHEREAS the present owner herein intends to develop and for want of money and utilization of the property have decided to construct a multi flat building upon the said land and while searching for a developer the **THIRD PART** herein being interested to develop the said land offered the owners for development of the said land and the owners also accepted the said offer and to that effect first part and third part herein have entered into a development agreement dated ……., with some terms and conditions as stated therein and subsequently the above executed and presented for registration a General Power of Attorney, which has been registered ……..

, on behalf of them for performing some legal duties and for construction of a multi storied building in according with the sanction building plan to be sanction in their names.

AND WHEREAS the developer herein has sanctioned a building Plan from the Kolkata Municipal Corporation, vide Building Plan No. ……., dated …… and started the construction work of the proposed building upon the **FIRST SCHEDULE** land after demolishing the old structure in accordance with the said sanction plan of the K.M.C.

AND WHEREAS the developer has declared to sell a few self contained flats and car parking spaces into the said multi storied building being constructed upon the **FIRST SCHEDULE** property and the purchasers hereto having learnt the same, have agreed to purchase a self contained residential flat, being **Flat No. ….,** of the **….. Floor, …… Side** of the building, measuring about **….. Square Feet Super Built up area** of the building, **consisting of …. bed rooms, ….. dining cum drawing,….. kitchen,…. toilet,….. W.C. & balcony** together with the undivided proportionate share of the land, along with the right to use and enjoy common areas and facilities available in the said building at a consolidated price **Rs……. /- (Rupees ……..) only** free from attachments, charges, lines, lispendences and all sorts of encumbrances whatsoever as the said flat is within the allotted portion of the Developer and the developer accepted the said proposal of the purchaser, considering the same being the highest market price of the locality and to that effect the parties herein executed into an agreement for sale dated _____, in respect of the above flat with some terms and conditions as stated therein.

AND WHEREAS at this stage the purchasers have paid and cleared up the entire consideration money of **Rs……/- (Rupees ……..) only** to the Developer and called upon the owners and the developer to execute the Deed of Conveyance in their favour and accordingly the owners and the developers jointly execute this indenture, conveying the right title and interest in respect of the **SECOND SCHEDULE** flat and delivered peaceful vacant possession of the same unto and in favour of the purchasers herein, free from all encumbrances.

NOW THIS INDENTURE WITNESSETH as follows :-

1. In pursuance of the said agreement and in consideration of the said sum of **Rs…../- (Rupees ……..) only** (i.e. value of cost of construction of the flat together with value of undivided proportionate share of land) of the lawful money of the Union of India well and truly paid by the purchasers to the developer (the receipt whereof the developer in respect of the value of construction as well as the proportionate share of land and doth hereby admit and acknowledge and of and from the same and every part thereof hereby acquit, release and forever discharge the purchasers as also the said flat together with undivided proportionate share of land comprised in thesaid premises hereby transferred) the owners and developer doth hereby grant, transfer, sell, convey, assure and assign the same to the purchasers **ALL THAT** piece and parcel of a **Self Contained Residential Flat,** being **Flat No…., of the ….. Floor, ……Side** of the building, measuring about **Square Feet Super Built up area** be the same a little more or less, **consisting of …. bed rooms, …… dining cum drawing, …… kitchen, …… toilet, W.C. & balcony** of the building at being Premises No. 122R, Isan Ghosh Road Kolkata-700008, KMC Ward No. ….., vide Assessee No. ……, Kolkata 700 008, District South 24 Parganas, together with undivided indivisible / proportionate share of the land comprised in the said Premises, more particularly described in the **FIRST SCHEDULE** and hereinafter referred to as the said property upon which the said flat fullydescribed in the **SECOND SCHEDULE** hereunder written is constructed **TO HAVE AND TO HOLD** the said flat together with undivided proportionate share of land underneath the building absolutely and forever unto and in favour of the purchasers **TOGETHER WITH** all the rights pertaining thereto absolutely and forever and free from all encumbrances whatsoever and **ALSO TOGETHER WITH** all easements or quasi easements and other stipulations or provisions in connection with the beneficial use and enjoyment of the said flat as mentioned in the **SECOND SCHEDULE** hereunder written **TOGETHER WITH** the right to use the staircases,

electrical installations, entrances and lobbies and other common areas in common with the owners and the Co-owner and lawful occupiers of the other Flat of the of the said building and or parts thereof for the purpose of and uninterrupted access to and from the main Municipal Road and/or otherwise mentioned in the **THIRD SCHEDULE** hereunder written.

2. <u>THE DEVELOPER AND THE OWNERS HAVE JOINTLY DOTH HEREBY COVENANT WITH THE PURCHASERS AS FOLLOWS</u>:-

a) The interest of the land which the owners and the developer subsists doth hereby agrees to transfer and they have good right full power and absolute authority to grant, convey transfer assign and assure the undivided proportionate indivisible share of land hereby granted conveyed transferred assigned and assured unto the purchasers in the manner as aforesaid.

b) It shall be lawful for the purchasers from time to time and at all times hereafter to enter into and upon and hold and enjoy the said flat along with undivided/indivisible proportionate share of land and every part thereof and receive the rents issues and profits thereof without any interruption disturbances claim or demand whatsoever from or by the developer and owners or any person or persons claiming through or under or in trust for them.

c) The said flat together with undivided proportionate share of land hereby transferred and conveyed are free and discharges from and against all manner of encumbrances trusts liens lispendens and attachments whatsoever save only those as are herein contained and there is no bar

legally or otherwise whatsoever to convey and transfer the said Flat unto the purchaser.

d) The owners and the developer shall from time to time and at all times hereafter upon every reasonable request and the costs of the purchasers make acknowledge execute and perform all such further lawful and reasonable act Deeds matters and things whatsoever for further better and more perfectly assuring the right title and interest of said flat together with undivided / indivisible proportionate share of land together with the rights hereby granted unto the purchasers in the manner aforesaid.

e) The owners and the developer shall unless prevented by fire or some other inevitable accident from time to time and at all times hereafter upon every reasonable request and at the cost of the purchasers produce or cause to be produced to the purchasers or her attorneys or agents or any trial, hearing commission examination or otherwise as occasions shall require all or any of the deeds documents and writings hereunder written and also shall at the like request and cost deliver or cause to be delivered to the purchasers such attested or other copies or extracts of and from the said deeds and writings or any of them as the purchasers may require and will in the meantime unless prevented as aforesaid keep the said deeds and writings save un- obliterated and unconcealed. Xerox copies of all papers and documents have already been handed over to the purchaser.

3. **AND THE PURCHASERS** shall to the end and intents that the obligations and covenants hereinafter contained shall at all times hereafter run with the Ownership and occasion of the said flat together with and undivided indivisible proportionate share in land hereby conveyed and the said unit doth hereby covenants with the owner as follows:-

a) That the purchasers and all other persons deriving title under her will at all time hereafter observe the terms and conditions written herein.

b) That the purchasers shall at all times hereafter regularly and punctually make payment of all Municipal Taxes and other outgoings charges of the Building Tax, Urban Land Tax, if any, and other impositions and outgoings which may from them to time be imposed or become payable in respect ofthe said flat fully and cannot claim his share from the developer and the said tax is payable from the date of possession.

c) The purchasers shall apply for and obtain mutation of her name as Owner of the said unit/flat from the Kolkata Municipal Corporation and shall also obtain separateassessment of the said unit/flat and so long as the said same is not separately assessed the purchasers shall pay the proportionate share and impositions payable in respect of the said premises.

d) The purchasers shall contribute and pay from time to time and at all times hereby her proportionate share of expenses and outgoings mentioned in the **FOURTH SCHEDULE** hereunder written as such apportionment shall be made by

owners or by the Association of Owners or Syndicate as the case may be on the basis of actual expenses and shall be conclusive final and binding on the purchaser.

e) The purchasers shall keep the said unit/flat in good and substantial repair and without prejudice to generality of the other obligations (which form a part of this sub-clause) shall keep the common parts facilities and amenities of the said building in good repair as may be necessary to form such support and protection to the other parts of the said building.

f) The purchasers shall keep the said unit/flat and otherpartition walls, sewers drains pipes and passages and the main entrance, exclusively serving the said unit/flat in good condition.

g) The purchasers shall not make any construction or alteration structural or otherwise in the said flat / unit or in any portion thereof or adjacent thereto which will bring or are likely to bring or to bear extra load on the floor and walls thereof, save and except to make the interior decoration of the said flat.

h) The purchasers shall not alter any other portion or elevation of the said building or of the said flat The purchasers shall not keep or store in the said flat any combustible or explosive article or thing or any other article or things save and except the cooking gas and kerosene oil for cooking purpose giving a bad or offensive smell nor shall do or cause to be done or permit doing of anything in the said flat

which shall be or constitute nuisance or annoyance to the co-owners or occupiers of the other units in the said building.

i) The purchasers shall not do or allow any occupier of the said flat to demolish or remove or cause to be demolished or removed any structure, roof, ceiling, wall, fixtures and fittings in or about the said flat/unit or any part of the said building **PROVIDED THAT** nothing herein contained shall prevent the purchasers to decorate the internal of her flat as may deem fit and proper.

j) (i) The Purchasers herein undertakes that she shall not obstruct the owners or their respective heirs successors or nominees or transferees to sell, convey and transfer their respective allocation or portions.

(ii) The Purchasers herein further undertake that she shall commonly use the passage for egress and ingress to and from ground floor to roof stair case, pump-cum-meter room, open side space of the building on the ground floor commonly with other flat owner/occupiers.

k) The purchasers shall not throw or accumulate or cause to be thrown or accumulated any dirt, rubbish or other refuses within the said flat or in the common portion of the said building save at the places indicated therefore.

l) The purchasers shall not do or cause to be done any act of commission, which by in any manner prejudices the right of the co-owner of other flat in the said building for the peaceful and convenient enjoyment of the said flat and other units therein.

m) The purchasers shall not keep any articles or things in the said flat or any part thereof as are likely to damage the floor thereof or operate any machine therein save those as may be required for usual common and household purpose.

n) The purchasers and her servants and agents shall not any way obstruct or cause to be obstructed the common passages, landings and staircase of the said building nor store therein any rubbish or other materials or goods or furniture nor shall do or cause to be done or allow any act, deed, matter or thing whereby the use and enjoyment or the common amenities and conveniences of the said building be any way prejudicially affected or vitiated.

4. <u>IT IS HEREBY FURTHER AGREED AND DECLARED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS</u>:-

a) That the undivided proportionate share in the land (underneath the building) relating to the **SECOND SCHEDULE** flat on the ..... **Floor** hereby sold, shall always remain indivisible and impartible.

b) That the open portion of the roof and terrace of the building will be used by the purchasers along with the owners of the other flats for the limited purpose of fixing his T.V. Antennas, to dry clothes etc.

c) That upon execution of this purchase the purchasers have every right to enjoy and deal the said flat as per his sweet will, without any interference from any corners, and the purchasers had every right to let-out and or to sale, gift, lease, mortgage the said flat without taking any permission from anybody.

d) The purchasers have every right to decorate the interior portion of the flat.

e) That the purchasers upon execution of these presence having every right to sell, gift, lease mortgage etc. in respect of above flat and shall let out or parted withpossession of the said flat to any third party without taking any permission from anybody of the building.

THE SCHEDULE 'A' ABOVE REFERRED TO

(Entire land)

ALL THAT piece and parcel of land measuring more or less an area of 05 Cottahs 06 Chittaks …… Square Feet togetherwith a multi storied building standing thereon, lying and situated Mouza Purba Barisha,
J.L. No.23, R.S. 43, Dag No.885, R.S. Khatian No. 1023, within the limits of the Kolkata Municipal Corporation under KMC Ward No. …., being KMC Premises No.122R, Ishan Ghosh Road, P.S. Thakurpukur now Haridevpur, Kolkata 700 003, District South 24 Parganas. The said property is butted and bounded as follows:-

ON THE NORTH : 08 Feet Wide Common Passage.

ON THE SOUTH : House of Jhantu Mondal.

ON THE EAST : 16 feet Common Passage

ON THE WEST : House of Raba Mondal.

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Zone –

THE SECOND SCHEDULE ABOVE REFERRED TO

(Description of the property hereby sold)

ALL THAT piece and parcel of a **Self Contained Residential Flat,** being **Flat No. ...,** of the **..... Floor, ... Side** of the building, measuring about **..... Square Feet Super Built up area** be the same a little more or less, **consisting of ..... bed rooms, ... kitchen cum Dining, ... toilet,..... W.C. & balcony** of the building the building constructed upon the **FIRST SCHEDULE** property together with the proportionate share of land of the said **FIRST SCHEDULE** altogether the common right to use the path and portions of the building particularly described in the **THRID SCHEDULE** written hereunder, which is delineated with **.....** colour into a site plan attached herewith. **No Lift Facility.**

THE THIRD SCHEDULE REFERRED TO AS ABOVE :

(The Common Portions)

1. Entrance and exist and roof of the building.
2. Boundary walls and main gate.
3. Entrance lobby, electric utility space.
4. Water pump space.
5. Staircase landings on ground floors.
6. Septic tank, Drainage and sewerage lines and otherinstallation for the same except only those which are installed within the exclusive of any unit exclusively for its use.
7. Electric meter room and electrical wirings and other fittings excluding only those as are installed within the exclusive area of any unit exclusively for its use.
8. Water pumps, water reservoir, together with all common plumbing installation for carriage of water excluding only such parts of installations and fittings as are exclusively with and for the unit.

9. Such other common parts, areas, equipments, installations, fittings, fixtures and spaces in or around the land and buildings are necessary for passage to and / or user of the units in common by the co-owners.
10. The ultimate roof and the attick.
11. The Area of common portion may be varied or decreased as per the further modification and/or change of the plan for making further construction.

THE FOURTH SCHEDULE REFERRED TO AS ABOVE :

(Common expenses to be borne proportionately by all the occupiers of the building including the owner and the Developer after completion)

1. The expenses of maintaining, repairing, redecorating etc. of the building, gutters and rain water pipes of the building, water, pipes, sanitary pipes, gas pipes and electric pipes, wires and installation, under or upon the building and enjoy or used bythe purchasers in common with the Owner and the other occupier/purchasers and the main entrance, passage, landing and staircase of the building as enjoyed by the purchasers or used by the Purchasers in common as aforesaid and the boundary walls of the premises and its compound etc.

2. The costs of cleaning and lighting the passage landing staircase and other parts of the building and enjoyed or used by the purchaser/s in common as aforesaid.

3. The costs of the decorating the exterior of the building.

4. The costs or the salaries of caretakers, clerks, bill collector, chowkiders, sweepers, malis, mistries etc. if any, to be appointed by the Association of the owner of the flat and before formation of such Association by the owner.

5. The costs of working and maintenance of light and service charges of the common areas and facilities.

6. The costs of working and maintenance of pump and equipments.

7. Municipal and other taxes and / or any levies.

8. Insurance of the building and pumps against all types of risks.

9. Capital or recurring expenditure for replacement of all or any item comprised in the general common parts and portions and common facilities.

10. Common other expenses as necessary or incidental for the maintenance of the said building and/or other taxes until separately assessed.

IN WITNESS WHEREOF the parties put their respective hands and seals on the day, month and year above written.

SIGNED, SEALED AND DELIVERED

in presence of W I T N E S S E S :

1.

SIGNATURE OF THE OWNER

2.

SIGNATURE OF THE PURCHASER

Drafted by me :

Advocate,
Alipore Judges' Court,
Kolkata – 700 027.

Computer Typed by :

SIGNATURE OF THE DEVELOPER

Alipore Judges' Court,
Kolkata – 700 027.

MEMO OF CONSIDERATION

RECEIVED on and from the within named Purchasers by the developer the within mentioned sum of **Rs…../- (Rupees……) only** as per following manner:-

Date	Bank /Branch	Cheque/Draft No.	Amount (Rs.)
			Total Rs……./-

W I T N E S S E S :

1.

SIGNATURE OF THE DEVELOPER

2.