

# **DEED OF CONVEYANCE**

**THIS INDENTURE** made this \_\_\_\_\_ day of \_\_\_\_\_ Two  
Thousand \_\_\_\_\_

**By and Between**

1. **SMT ASHA GHOSH**, wife of Late Tarun Ghosh, by faith Hindu, by nationality Indian, by occupation Housewife, residing at B-139, Atabagan, Laskarpur, P.O. Laskarpur, P.S. Bansdroni, Kolkata-700153, Dist- South 24 Parganas, 2. **SMT. MADHU DEY**, wife of Sri Probal Dey and daughter of Late Tarun Ghosh, by faith Hindu, by nationality Indian, by occupation Housewife, residing at Thanamakua Adarsha Nagar (Hare Krishna Nagar), Andul Road Podrah, P.O. Andul, P.S. Sankrail, Pincode-711109, Dist- Howrah, 3. **SMT. MAMTA BISWAS**, daughter of Late Tarun Ghosh, by nationality Indian, by occupation Housewife, residing at B-139, Atabagan, Laskarpur, P.O. Laskarpur, P.S. Bansdroni, Kolkata-700153, Dist- South 24 Parganas and 4. **SMT. RUPA GHOSH**, daughter of Late Tarun Ghosh, by nationality Indian, by occupation Housewife, residing at B-139, Atabagan, Laskarpur, P.O. Laskarpur, P.S. Bansdroni, Kolkata-700153, Dist- South 24 Parganas, hereinafter called and referred to as the **LAND OWNERS** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their respective heirs, executors, administrators, legal representatives and/or assigns) of the **FIRST PART**.

The Vendors/Land Owners are represented by their Constituted Attorney **SRI. SOUMYAJIT MAITI**, son of Sri Ranjit Kumar Maity, by Religion-Hindu, by Nationality - Indian, by Occupation-Business, residing at T-21, Subhash Pally, P.O.-Garia, P.S. Bansdroni, Kolkata-700084, sole Proprietor of **M/S. SOUMYA CONSTRUCTION**, having its office at T-21, Subhash Pally, Kolkata-700084, by virtue of a registered Development Power of Attorney After Registered Joint Development Agreement dated 7th day of

June, 2022 registered in the Office of D.S.R-III, South 24 Parganas and recorded it in Book No. I, Volume No.1603-2022, Page from 304870 to 304895, being No. 160308650 for the year 2022.

**AND**

**SRI SOUMYAJIT MAITI**, son of Sri Ranjit Kumar Maity, by faith-Hindu, by Nationality - Indian, by Occupation - Business, residing at T-21, Subhash Pally, P.O. Garia, P.S. Bansdrone, Kolkata-700084, is carrying his business under the name and style of **M/S. SOUMYA CONSTRUCTION** (PAN NO. AYNPM6694H), a Proprietorship Firm, having its office at T-21, Subhash Pally, P.O. Garia, P.S. Bansdrone, Kolkata-700084, hereinafter referred as the **“DEVELOPER/VENDOR”**, (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successors, successors-in-office, representatives and/or assigns) of the **SECOND PART**.

**AND**

[If the Allottee is a company]

\_\_\_\_\_, (CIN no. \_\_\_\_\_), a Company incorporated under the provisions of the Companies Act, [1956 or 2013, as the case may be], having its registered office at \_\_\_\_\_, (PAN \_\_\_\_\_) represented by its authorized signatory \_\_\_\_\_, (Aadhar no. \_\_\_\_\_) duly authorised vide board resolution dated \_\_\_\_\_, hereinafter referred to as the **“Allottee”** (which expression shall unless repugnant to the context or Meaning thereof be deemed to Mean and include its successor-in interest, executors, administrators and

permitted assignees).

[OR]

[If the Allottee is a Partnership]

\_\_\_\_\_, a partnership firm registered under the Indian Partnership Act, 1932, having its principal place of business at \_\_\_\_\_ (PAN \_\_\_\_\_), represented by its authorized Partner, (Aadhar no. \_\_\_\_\_) authorized vide \_\_\_\_\_, hereinafter referred to as the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors-in-interest, executors, administrators and permitted assignees, including those of the respective partners).

[OR]

[If the Allottee is an Individual]

Mr./ Ms. \_\_\_\_\_, (Aadhar no. \_\_\_\_\_) son / daughter of \_\_\_\_\_, aged about \_\_\_\_\_, residing at \_\_\_\_\_ (PAN \_\_\_\_\_), hereinafter called the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assignees).

[OR]

[If the Allottee is a HUF]

Mr. \_\_\_\_\_, (Aadhar no. \_\_\_\_\_), son of \_\_\_\_\_, aged about \_\_\_\_\_, for self and as the Karta of the Hindu Joint

Mitakshara Family known as HUF, having its place of business / residence at \_\_\_\_\_ (PAN \_\_\_\_\_), hereinafter referred to as the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to include his heirs, representatives, executors, administrators, successors-in-interest and permitted assigns as well as the members of the said HUF, their heirs, executors, administrators, successors-in-interest and permitted assignees).

[Please insert details of other allottee(s), in case of more than one allottee]

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

#### **WHEREAS**

A. The present owners are joint owners of **ALL THAT** piece and parcel of Homestead land measuring an area of 4 Cottahs more or less in L.O.P. No. 1719, C.S. Dag No. 1491 (P), 1493(P), 1025(P) of Mouza Laskarpur & Kamdahari, J.L. No. 57 & 49, lying and situated in K.M.C. Premises No. 48, Atabagan, within P.S. Bansdrani (previously Sonarpur and Regent Park), Kolkata-700084, within the ward no. 111 of the Kolkata Municipal Corporation, in the District of South 24 Parganas, Assessee No. 31-111-01-0048-0.

B. That, the owners and Promoter have entered into a Development Agreement which was registered in the Office of the D.S.R.-III South 24 Parganas at Alipore on 7th Day of June, 2022 and recorded in Book No. I, Volume No.1603-2022, Page from 304801 to 304838, being No.

160308641 for the Year 2022 to develop the said property.

C. That, subsequently the owners executed a Development Power also had been registered in the Office of the D.S.R.-III South 24 Parganas at Alipore on 7th day of June, 2022 registered in the Office of D.S.R-III, South 24 Parganas and recorded it in Book No. I, Volume No.1603-2022, Page from 304870 to 304895, being No. 160308650 for the year 2022.

D. The Owners or the Promoter caused to be obtained various permissions approvals and/or consents for undertaking a Building named “**BENCHMARK- XXI**” on the entirety of the said land and also caused a map or plan which was sanctioned Building Plan No: 2023110075 date 02.06.2023 (hereinafter referred to as the said **PLAN**) sanctioned by the Kolkata Municipal Corporation for undertaking the construction of the said Project.

E. The Promoter has registered the Real Estate Project with the Regulatory Authority appointed under the West Bengal Housing Industry Regulation Act 2017 having Registration No: \_\_\_\_\_ dated \_\_\_\_\_.

F. That, after completion of the Project namely “**BENCHMARK- XXI**”, the said Promoter also obtain Completion certificate from competent authority vide CC/OC No. \_\_\_\_\_ dated \_\_\_\_\_.

G. Pursuant to Application made by the Allottee dated \_\_\_\_\_ and the Promoter granted allotment by a Booking Confirmation Letter dated ----- --- was issued to the allottee. Thereafter by an Agreement for Sale dated \_\_\_\_\_ and recorded in Book No: I , Volume No.\_\_\_\_\_, Pages \_\_\_\_\_ to \_\_\_\_\_, Being No. \_\_\_\_\_ for the year \_\_\_\_\_. The Promoter agreed to sell and the Allottee agreed to purchase **ALL THAT** the Unit No \_\_\_\_\_ on the

\_\_\_\_\_ floor of Type \_\_\_\_\_ the situation whereof is shown in the master plan annexed hereto and bordered in Red, containing by admeasuring \_\_\_\_\_ Sq. Ft. carpet area corresponding to \_\_\_\_\_ Sq.Ft Built Up area **TOGETHER WITH** the pro -rata share in the common parts, portions, areas, facilities, and amenities working out to \_\_\_\_\_ Sq. Ft. Super Built - up area **TOGETHER WITH** one Dependent/Independent car(s) parking Space being Parking No. \_\_\_\_\_ more fully and particularly described in the **SECOND SCHEDULE** hereunder written (hereinafter referred to as the **SAID UNIT AND THE PROPERTIES APPURTENANT THERETO**) at or for a consideration of Rs.\_\_\_\_\_/ - (Rupees \_\_\_\_\_ only) more fully described in the **THIRD SCHEDULE** hereunder written.

H. The Allottee has: -

- i.** Fully satisfied himself/herself/ itself as to the title of the Owners and the right of the Promoters in respect of the said land.
- ii.** Inspected the said Development Agreements cum General Power of Attorney entered into between the Owners and the Promoter.
- iii.** Inspected the plan sanctioned by the authorities concerned in respect of the building constructed by the Owners or the Promoter and agreed not to raise any objection with regard thereto.
- iv.** Verified the location and site of the Unit including the egress and ingress hereof, specifications of the Unit and of the complex and also the area of the Unit and agreed not to dispute the same.
- v.** Confirmed that the right of the Allottee shall remain restricted to the said Unit and the Properties Appurtenant Thereto.
- vi.** Examined and satisfied himself/herself/itself about the General Terms

and Conditions as contained in the Agreement for Sale dated \_\_\_\_\_ and agrees to abide by it.

**vii.** Confirmed that the Owners or the Promoter shall be entitled to change and/or alter and/or modify the said Plan including change of use of any part or portion of the buildings to be constructed erected and completed on the said land and in that event the Allottee shall have no objection to the application of common facilities to various extensions of the Project.

**viii.** Satisfied himself/herself/itself as to the carpet/built -up area to comprise in the said Unit and also the common parts/portions which would be common for all the residents/occupants of the various Units comprised in the said building and has agreed not to challenge or dispute the same in any manner whatsoever or howsoever.

**ix.** Structural stability of the Building.

**x.** Construction of the Building and the Unit.

**xi.** The fittings and fixtures installed at the said Unit and the Building.

**xii.** Completion and finishing of the Unit and the Building.

**xiii.** The situation of car parking space.

**xiv.** The supply of water and electricity to the Unit and the Building.

**xv.** The common facilities and amenities of the Building.

**I.** The words defined in the Agreement for Sale shall have the same meaning in these presents and unless there is anything in the subject or context inconsistent with the said expressions in such a case they shall have the meaning assigned to them.

**NOW THIS INDENTURE WITNESSETH** that pursuant to the said Agreement for Sale and in consideration of the sum of Rs. \_\_\_\_\_/-(Rupees

\_\_\_\_\_ only) of the lawful money of the Union of India well and truly paid by the Allottee to the Promoter (the receipt whereof the Promoter doth hereby admit and acknowledge and of and from the same and every part thereof forever acquit, release and discharge the Allottee and the said Unit and properties appurtenant thereto) the Owners or the Promoter doth hereby grant, transfer, convey, assign and assure and the Owners or the Promoter doth hereby confirm and assure unto and in favour of the Allottee All that the said Unit No \_\_\_\_\_ on the \_\_\_\_\_ floor of Type \_\_\_\_\_ in the Building containing carpet area of \_\_\_\_\_ Sq.Ft corresponding to a built -up area of \_\_\_\_\_ Sq. Ft. be the same a little more or less corresponding to \_\_\_\_\_ Sq.Ft. Super Built-Up area more fully and particularly described in the Second Schedule hereunder written but excepting the Reserved and Excluded areas and reserving the easement and other rights and other measures as specified in the Application Form, Booking Confirmation Letter and Agreement for Sale (all of which are here to fore as well as hereinafter collectively referred to as the **SAID UNIT AND THE RIGHTS AND PROPERTIES APPURTENANT THERETO**), absolutely and forever free from all encumbrances, charges, liens, attachments, trusts, whatsoever or howsoever **AND TOGETHER WITH** the right to use the common areas installations and facilities as described in detail in Third Schedule hereunder written in common with the Co - Allottees **AND** common expense as described in detail in Fourth Schedule hereunder written in common with the Co -Allottees and the other lawful occupants of the Building **AND TOGETHER WITH** all easements or quasi-easements and other stipulations and provisions in connection with the

beneficial use and enjoyment of the said Unit And the Rights And Properties Appurtenant thereto **TO HAVE AND TO HOLD** the said Unit and the Rights and Properties Appurtenant thereto hereby granted, transferred and conveyed and every part or parts thereof unto and to the use of the Allottee.

**AND THE OWNERS OR THE PROMOTER DO AND EACH OF THEM DOTH HEREBY COVENANT WITH THE ALLOTTEE AS FOLLOWS:**

a. Notwithstanding any act deed matter or thing whatsoever by the Owners or the Promoter done or executed or knowingly suffered to the contrary the Owners or the Promoter are now lawfully rightfully and absolutely seized and possessed of and/or otherwise well and sufficiently entitled to Said Unit And The Rights And Properties Appurtenant thereto hereby granted sold conveyed, transferred, assigned or intended so to be and every part thereof for a perfect and indefeasible estate or inheritance without any manner or conditions use trust encumbrances or make void the same.

b. Notwithstanding any act deed or thing whatsoever done as aforesaid the Owners or the Promoter now has good right full power and absolute authority to grant convey transfer sell and assign all and singular the Said Unit And The Rights And Properties Appurtenant thereto hereby conveyed transferred or expressed so to be unto and to the use of the Allottee in the manner as aforesaid.

c. The said Unit And The Rights And Properties Appurtenant thereto hereby granted and conveyed or expressed or intended so to be is now free from all claims, demands, encumbrances, liens, attachments, leases

and trust made or suffered by the Owners or the Promoter or any person or persons having or lawfully or equitably claiming any estate or interest thereon through under or in trust for the Owner and the Promoter.

d. The Allottee shall and may at all times hereafter peaceably and quietly hold possess and enjoy the Said Unit And The Rights And Properties Appurtenant thereto and receive all the rents issues and profits thereof without any lawful eviction interruption claims or demands whatsoever by the Owners or the Promoter or any person or persons having or lawfully or equitably claiming as aforesaid.

e. The Allottee shall be freed, cleared and absolutely discharged saved harmless and kept indemnified against all estates, charges, encumbrances liens, attachments or trust or claims and demands whatsoever created occasioned or made by the Owners or the Promoter or any person or persons lawfully or equitably claiming as aforesaid.

f. **AND FURTHER THAT** the Owners or the Promoter and all persons having or lawfully or equitably claiming any estate or interest in the Said Unit And the Rights And Properties Appurtenant thereto or any part thereof through under or in trust for the Owners or the Promoter shall and will from time to time and at all times hereafter at the request and cost of the Allottee make do and execute or cause to be made done and executed all such further lawful acts deeds or things whatsoever for further better or more perfectly assuring the Said Unit And The rights And Properties Appurtenant thereto and every part thereof unto and to the use of the Allottee in the manner as aforesaid as shall or may be reasonably required.

g. The Owners or the Promoter has not at any time done or executed or knowingly suffered or been party to any act deed or thing whereby and the Said Unit And the Rights And Properties Appurtenant thereto hereby granted transferred and conveyed or expressed so to be or any part thereof is can or may be impeached encumbered or affected in title or otherwise.

h. The Owners or the Promoter doth hereby further covenant with the Allottee that unless prevented by fire or some other irresistible force shall from time to time and at all times hereafter upon every reasonable request and at the costs of the Allottee shall produce or cause to be produced to the Allottee or to his/her/its attorneys or agents at or before any trial examination or commission for inspection or otherwise as occasion shall require the title deeds in connection with the Said Unit and also shall at the like request and costs of the Allottee deliver to the Allottee such attested or other true copies or extracts therefrom as the Allottee may require and will in the meantime unless prevented as aforesaid keep the same unobliterated and uncanceled.

**AND THE ALLOTTEE SHALL TO THE END AND INTENT THAT THE OBLIGATIONS AND COVENANTS HEREINAFTER CONTAINED SHALL AT ALL TIMES HEREAFTER RUN WITH THE OWNERSHIP AND POSSESSION OF THE SAID UNIT AND THE RIGHTS AND PROPERTIES APPURTENANT THERETO HEREBY CONVEYED HEREBY COVENANT WITH THE OWNERS OR PROMOTER AS FOLLOWS:**

a. To observe, perform, comply with and fulfill the obligations, covenants and conditions on his/her/its/their part to be observed and performed contained in the Application Form, the Booking Confirmation Letter and the Agreement for Sale as part and parcel of these presents.

b. To become member and/or share holder, as the case may be, of the Unit Owners Association, upon its formation, without raising any objection whatsoever and also co-operate with the Holding Organisation to be formed as be deemed necessary and expedient by the Owners or the Promoter and also abide by all the rules and regulations restrictions and bye-laws as be framed and/or made applicable by the Owners or the Promoter and/or the holding Organisation for the common purposes and shall also sign and execute all papers, documents and applications for the purpose of formation of the Holding Organisation and to do all the necessary acts deed and things.

c. Not to hold the Owners or the Promoter liable for rendering any accounts or explanation of any expenses incurred by it in its acts relating to the Common Purposes or to furnish any vouchers, bills, documents etc. in any manner and the Allottee as well as the Holding Organisation shall remain liable to indemnify and keep indemnified the Promoters and/or any person or persons nominated, appointed and/or authorized by the Promoters for all liabilities due to non-fulfillment of their respective obligations contained herein by the Allottee and/or the Holding Organisation.

**THE FIRST SCHEDULE ABOVE REFERRED TO**  
**(THE PROJECT)**

**ALL THAT** piece and parcel of Homestead land measuring an area of **4 Cottahs** more or less in L.O.P. No. 1719, C.S. Dag No. 1491 (P), 1493(P), 1025(P) of Mouza Laskarpur & Kamdahari, J.L. No. 57 & 49, lying and situated in **K.M.C. Premises No. 48, Atabagan**, within P.S. Bansdrone

(previously Sonarpur and Regent Park), Kolkata-700084, within the ward no. 111 of the Kolkata Municipal Corporation, in the District of South 24 Parganas, Assessee No. 31-111-01-0048-0, the said land is butted and bounded as follows:-

**On the North: by L.O.P. No. 1721;**

**On the South: by 20'ft wide road;**

**On the East: by L.O.P. No. 1718;**

**On the West: L.O.P. No. 1722;**

**THE SECOND SCHEDULE ABOVE REFERRED TO**  
**(THE SAID UNIT)**

**ALL THAT** the Unit No \_\_\_\_\_ on the \_\_\_\_\_ floor of Type \_\_\_\_\_ the situation whereof is shown in the master plan annexed hereto and bordered in Red, containing by admeasuring \_\_\_\_\_ Sq. Ft. carpet area corresponding to \_\_\_\_\_ Sq.Ft Built Up area **TOGETHER WITH** the pro -rata share in the common parts, portions, areas, facilities, and amenities working out to \_\_\_\_\_ Sq. Ft. Super Built -up area in the project named **"BENCHMARK-XXI"** under construction on the Land mentioned in the First Schedule demarcated in the floor plan annexed hereto and externally bordered in RED and marked ANNEXURE -2 **TOGETHER WITH** one Dependent/Independent car(s) parking Space being Parking No. \_\_\_\_\_ on the Ground Floor of the Building and pro-rata share in the Common areas.

**THE THIRD SCHEDULE ABOVE REFERRED TO**  
**(THE COMMON AREA)**

1. The right in common with the other purchaser for the use of the common parts for egress and ingress and right in undivided

proportioned share of land

2. The right of passage in common with other purchaser to get electricity, water connection, gas connection, from and to any other unit or common parts thereof pipes, drains lying or being under through or over the said unit as far as may be reasonably necessary for beneficial use and occupation of the other parts, of the building.
3. The right of protection for other parts of the building by all parts of the said unit as far as it is necessary to protect the same.
4. All essential and easement rights applicable to ownership flat as per apartment rule and possible in that area.
5. Common area, the stair case and its landing passage, outer wall, roof, overhead tank, reservoir, common pump machine, entrance, all vacant portions.
6. There is Lift facility in this building.

**THE FOURTH SCHEDULE ABOVE REFERRED TO**  
**(THE COMMON EXPENSE)**

1. All cost of maintenance, operating redecorating and lighting the common portions including the outer walls of the building, parking spaces and boundary walls.
2. The salaries and all expenses for the all persons employed for the common purpose.
3. Municipal and other rates, taxes and levies and all other outgoings save those separately assessed from incurred in respect of any unit.
4. Cost of establishment and operations of the society (if society form) relating to the common purpose.

5. All other expenses and outgoings as are deemed by the society to be necessary or incidental for the common purposes including for creating a fund for replacement, renovation, painting and/or periodic repainting of the common portions.

6. Maintenance of lift, lift's shaft and it's machine and other electrical parts and components.

**IN WITNESS WHEREOF** parties hereinabove named have set their respective hands and signed this Deed of Conveyance at

\_\_\_\_\_ (city/town name) in the presence of attesting witness,  
signing as such on the day first above written.

SIGNED AND DELIVERED BY THE WITHIN NAMED

Allottee: (including joint buyers)

(1) \_\_\_\_\_

Please affix  
photograph  
and sign  
.

Please affix  
photograph  
and sign  
.

(2) \_\_\_\_\_

At \_\_\_\_\_ on \_\_\_\_\_ in the  
presence of:

SIGNED AND DELIVERED BY THE WITHIN NAMED

Promoter:

(1) \_\_\_\_\_

Please affix  
photograph  
and sign  
.

(Authorized Signatory)

WITNESSES:

1. Signature \_\_\_\_\_ Name-

Address \_\_\_\_\_

2. Signature \_\_\_\_\_ Name-

Address \_\_\_\_\_

MEMO OF CONSIDERATION

**RECEIVED** from the within named Purchaser the total settled consideration amount of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_) only as per the Memo below :

Date	Mode of Transaction	Bank	Amt.
TOTAL			Rs. _____/-

(Rupees \_\_\_\_\_) only

WITNESSES :

1.

2.

-----  
(SIGNATURE OF THE PROMOTER)