

**DEED OF CONVEYANCE**

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**THIS DEED OF CONVEYANCE** was made on this        the        day of  
, Two Thousand and Twenty-.....

**B E T W E E N**

PHILOMEL CONSTRUCTION  
  
Partner

**SMT. SHANTA SAHA**, having PAN: JONPS3733A, wife of Sri Aparesh Saha, by Occupation: Housewife, by Faith: Hindu, by Nationality: Indian, residing at Laskarpur Purba Para, P.O. Laskarpur, P.S. Narendrapur, Kolkata- 700 153, District - South 24 Parganas, West Bengal, hereinafter called and referred to as the "**OWNER/VENDOR**" (which term or expression shall unless excluded by or repugnant to the subject or context to mean and include her heirs, executors, administrators, legal representatives and assigns) of the **FIRST PART**.

**AND**

**M/S PHILOMEL CONSTRUCTION**, having PAN : AAKFP3073E, a Partnership Firm having it's office at 395, Boral Main Road, near Rangkal, P.O.- Boral, P.S. Narendrapur, Kolkata - 700 084, District South 24 Parganas, being represented by its two partners namely **(1) SRI BIJOY GHOSH**, having PAN : ADYPG4183B, son of Late Lalmohon Ghosh, by Faith - Hindu, by Occupation - Business, by Nationality- Indian, residing at C/ 9 , Rajnarayan Park , P.O & Vill - Boral, P.S. Narendrapur, Kolkata - 700 154, and **(2) SRI JIBAN GHOSH**, having PAN : AFDPG8121N, son of Sri. Monindra Ghosh, by Faith - Hindu, by Occupation - Business, by Nationality - Indian, residing at 286, Sarojini Apartment, Laskarpur Purbapara, P.O. - Laskarpur, P.S. Narendrapur, Kolkata - 700 153, hereinafter called or referred to as the "**DEVELOPER/ BUILDER/ CONTRACTOR**" (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its heir, successor-in-interest of the said Firm, executors, administrators, legal 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 authorized 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 Owners, Promoter and Allottee(s) shall hereinafter collectively be referred to as the "Parties" and individually as a "Party".*

**WHEREAS**

- 1) *Originally one Sri Dhananjoy Naskar seized and possessed all that landed properties comprised in various dag numbers including the piece and parcel of land comprised in C.S. & R.S. Dag Nos. 1206 & 1207 under C.S. Khatian No. 174, Hal R.S. Khatian No. 340 & 662, lying and situated at Mouza- Laskarpur, J.L No. 57, R.S, No. 174, Touji No. 3-5, Paragana, within jurisdiction of the Laskarpur Gram Panchayat, Police Station and A.D.S.R.O. – Sonarpur, in the District of South 24 Parganas, West Bengal.*
- 2) *After demise of said Dhananjoy Naskar his sons as legal heirs amongst themselves mutually settled and divided their inherited properties left behind their father and out of one son named Sri Nagendra Nath Naskar got portion of the aforesaid landed properties comprised in various dag numbers including the piece and parcel of land comprised in C.S. & R.S. Dag Nos. 1206 & 1207 under C.S. Khatian No. 174, Hal R.S. Khatian No. 340 & 662, lying and situated at Mouza- Laskarpur, J.L No. 57, R.S, No. 174, Touji No. 3-5, Paragana, within jurisdiction of the Laskarpur Gram Panchayat, Police Station and A.D.S.R.O. – Sonarpur, in the District of South 24 Parganas, West Bengal.*
- 3) *While seized and possessed said Sri Nagendra Nath Naskar, son of Late Dhananjay Naskar sold, transferred and conveyed out of his allocated portion, one plot of land i.e., All That piece and parcel of total aggregating land measuring an area 02 Cottahs 01 Chattack 27 Sq.ft. be the same a little more or less, consisting in split of land measuring an area 01 Cottah 03 Chittacks 13 Sq.ft. be the same comprised in R.S. Dag No. 1206 under R.S. Khatian No. 340 and land measuring an area 14 Chattacks 14 Sq.ft. be the same comprised in R.S. Dag No. 1207 under R.S. Khatian No. 662, thus, lying and situated at Mouza- Laskarpur, J.L No. 57, R.S, No. 174, Touji No. 3-5, Paragana, within jurisdiction of the Laskarpur Gram Panchayat, Police Station and A.D.S.R.O. – Sonarpur, in the District of South 24 Parganas, West Bengal, unto and in favour of Sri Ashis Shom, son of Late Hiresh Lal Shom, by virtue of a Deed of Sale (Vikroy Kobala), on 30.01.1973, which was registered in the office at S.R. Sonarpur and recorded in Book No. 1, Volume No. 8, Pages from 184 to 187,*

*Being No. 307 for the year 1973.*

- 4) *While seized and possessed said Sri Nagendra Nath Naskar, son of Late Dhananjay Naskar seized and possessed sold, transferred and conveyed out of his allocated portion, another plot of land i.e., All That piece and parcel of land measuring an area 02 Cottahs be the same comprised in R.S. Dag No. 1206 under R.S. Khatian No. 340 and land measuring an area 02 Cottahs be the same comprised in R.S. Dag No. 1207 under R.S. Khatian No. 662, thus, total aggregating land measuring an area 04 Cottahs be the same a little more or less, lying and situated at Mouza- Laskarpur, J.L No. 57, R.S, No. 174, Touji No. 3-5, Paragana, comprised in R.S. Dag Nos. 1206 & 1207 under R.S. Khatian Nos. 340 & 662, within jurisdiction of the Laskarpur Gram Panchayat, Police Station and A.D.S.R.O. – Sonarpur, in the District of South 24 Parganas, West Bengal, unto and in favour of Sri Amulya Chatterjee, son of Late Narayan Chatterjee, by virtue of a Deed of Sale (Vikroy Kobala), on 31.10.1972, which was registered in the office at S.R. Sonarpur and recorded in Book No. 1, Volume No. 50, Pages from 113 to 116, Being No. 3603 for the year 1972.*
- 5) *While seized and possessed said Sri Amulya Chatterjee sold, transferred and conveyed out of the aforesaid land i.e., All That piece and parcel of land measuring an area 04 Chattacks be the same comprised in R.S. Dag No. 1206 under R.S. Khatian No. 340 and land measuring an area 04 Chattacks be the same comprised in R.S. Dag No. 1207 under R.S. Khatian No. 662, thus, total aggregating land area 08 Chattacks, be the same a little more or less, lying and situated at Mouza- Laskarpur, J.L No. 57, R.S, No. 174, Touji No. 3-5, Paragana, within jurisdiction of the Laskarpur Gram Panchayat, Police Station and A.D.S.R.O. – Sonarpur, in the District of South 24 Parganas, West Bengal, unto and in favour of Sri Ashis Shom, son of Late Hiresh Lal Shom, by virtue of a Deed of Sale (Vikroy Kobala), which was registered in the office at S.R. Sonarpur and recorded in Book No. 1, Volume No. 35, Pages from 142 to 144, Being No. 2073 for the year 1973.*
- 6) *Thus, by virtue of aforesaid two Sale Deed, being Nos. 307 of 1973 and 2073 of 1973, the said Sri Ashis Shom seized possessed and entitled to All That piece and parcel of land measuring an area 02 Cottahs 09 Chattacks 27 Sq.ft. be the same a little more or less, lying and situated at Mouza- Laskarpur, J.L No. 57,*

R.S, No. 174, Touji No. 3-5, Paragana, comprised in R.S. Dag Nos. 1206 & 1207 under R.S. Khatian Nos. 340 & 662, within jurisdiction of the Laskarpur Gram Panchayat, Police Station and A.D.S.R.O. – Sonarpur, in the District of South 24 Parganas, West Bengal.

- 7) Thereafter, the said Sri Ashis Shom mutated his name in the formerly Laskarpur Gram Panchayat presently Sri Rishi Raj Narayan No. 1 Gram Panchayat in respect of the said land and constructed a dwelling house thereon and paying rents and taxes to the concerned authority.
- 8) While in peaceful possession of the said property the said Ashis Shom sold, transferred and conveyed All That piece and parcel of land measuring an area 02 Cottahs 09 Chattacks 27 Sq.ft. be the same a little more or less, together with a dwelling house (consisting of 2 bedrooms, 1 drawing room, 1 kitchen, and 1 Varandah) standing thereon, together with egress and ingress thereto, lying and situated at Mouza- Laskarpur, J.L No. 57, R.S, No. 174, Touji No. 3-5, Paragana, comprised in R.S. Dag Nos. 1206 & 1207 under R.S. Khatian Nos. 340 & 662, within jurisdiction of the formerly Laskarpur Gram Panchayat presently Sri Rishi Raj Narayan No. 1 Gram Panchayat, Police Station and A.D.S.R.O. – Sonarpur, in the District of South 24 Parganas, West Bengal, unto and in favour of Smt. Bindu Chakraborty, wife of Sri Subodh Kumar Chakraborty, by virtue of a Deed of Sale (Vikroy Kobala), on 30<sup>th</sup> September, 1985, which was registered in the office at District Sub-Registrar- Alipore and recorded in Book No. 1, Volume No. 233, Pages from 393 to 402, Being No. 13475 for the year 1985.
- 9) While peacefully possession of the said property the said Smt. Bindu Chakraborty sold, transferred and conveyed All That piece and parcel of land measuring an area 02 Cottahs 09 Chattacks 27 Sq.ft. be the same a little more or less, together with a dwelling house (consisting of 2 bedrooms, 1 drawing room, 1 kitchen, and 1 Varandah) standing thereon, together with egress and ingress thereto, lying and situated at Mouza- Laskarpur, J.L No. 57, R.S, No. 174, Touji No. 3-5, Paragana, comprised in R.S. Dag Nos. 1206 & 1207 under R.S. Khatian Nos. 340 & 662, within jurisdiction of the formerly Laskarpur Gram Panchayat presently Sri Rishi Raj Narayan No. 1 Gram Panchayat, Police Station and A.D.S.R.O. – Sonarpur, in the District of South 24 Parganas, West Bengal, unto and in favour of Smt. Shanta Saha, wife of Sri Aparesh Saha, by

virtue of a Deed of Sale (Vikroy Kobala), executed on 25<sup>th</sup> September, 2006, and registered on 16<sup>th</sup> November, 2010, which was duly registered in the office at District Sub-Registrar- IV, South 24 Parganas and recorded in Book No. 1, CD Volume No. 29, Pages from 2723 to 2736, Being No. 08492 for the year 2010.

- 10)** Thereafter the said Smt. Shanta Saha while possessed of the aforesaid property recorded in her name with the Record of Rights before the BL & LRO, which is published in L.R. Dag Nos. 2753 & 2754 under L.R. Khatian No. 3293, P.S. Sonarpur, District South 24 Parganas and P.S Sonarpur, in the district- South 24 Parganas and mutated in the Assessment records of the Rajpur Sonarpur Municipality, being Holding No. 305, Purba Para, under Ward No. 31, P.O.– Laskarpur, P.S. Narendrapur, in the district- South 24 Parganas and paying Govt. taxes and Municipality rents and taxes to the concerned authority.
- 11)** Thus, the said Smt. Shanta Saha, the Owner/ Vendor herein seized, possessed and entitled to All That piece and parcel of land measuring an area 02 Cottahs 09 Chattacks 27 Sq.ft. be the same a little more or less, together with a dwelling house (consisting of 2 bedrooms, 1 drawing room, 1 kitchen, and 1 Varandah) standing thereon, together with egress and ingress thereto, lying and situated at Mouza- Laskarpur, J.L No. 57, R.S, No. 174, Touji No. 3-5, Paragana, comprised in R.S. Dag Nos. 1206 & 1207 under R.S. Khatian Nos. 340 & 662, corresponding to L.R. Dag Nos. 2753 & 2754 under L.R. Khatian No. 3293, Being Holding No. 305, Purba Para, under Ward No. 31, within the limits of the Rajpur Sonarpur Municipality, A.D.S.R.O. formerly Sonarpur now Garia, P.O. Laskarpur, Police Station: formerly Sonarpur now Narendrapur, in the District of South 24 Parganas, West Bengal, morefully and particularly described and mentioned in the FIRST SCHEDULE herein, which is called and referred to as the “SAID LAND”, which is free from all encumbrances.
- 12)** While possessing the aforesaid property said **SMT. SHANTA SAHA** has been noticed that in the said registered Deed of Sale, Being No. 08492 for the year 2010, inadvertently written some errors/ mistakes is/ are nothing, but oversight and typographical and for rectified the same made and executed a Deed of Declaration, on 06<sup>th</sup> February, 2024, which was duly registered in the office at Addl. District Sub-Registrar- Garia, South 24 Parganas and recorded in Book No. IV, Volume No. 1629-2024, Pages from 95 to 108, Being No. 162900006 for

the year 2024.

- 13)** While possessing the aforesaid property said **SMT. SHANTA SAHA**, the Landowner herein, with a view to developing and building a multi-storied building on the '**SAID LAND**', morefully mentioned in the '**FIRST SCHEDULE**' herein. The said Landowner has approached to one **M/S PHILOMEL CONSTRUCTION** (Developer herein), a Partnership Firm having it's office at 395, Boral Main Road, near Rangkal, P.S. Narendrapur, Kolkata - 700 084, District South 24 Parganas, being represented by its two partners namely **(1) SRI BIJOY GHOSH**, son of Late Lalmohon Ghosh, By Faith - Hindu, By Occupation - Business, By Nationality - Indian, residing at C/9 , Rajnarayan Park , P.O+Vill -Boral, P.S. Narendrapur, Kolkata - 700 154, and **(2) SRI JIBAN GHOSH**, son of Sri. Monindra Ghosh, by Faith - Hindu, by Occupation - Business, by Nationality - Indian, residing at 286, Sarojini Apartment, Laskarpur Purbapara, P.S. Narendrapur, Kolkata - 700 153 (the Developer herein), who is competent enough technically know how to erect said multistoried building on the said land and the said Developer being interested has agreed to construct the said building in accordance with the building sanctioned plan, which is to be obtained from the competent Authority of the Rajpur Sonarpur Municipality and the Developer shall bear all expenses, in respect of said construction including all legal expenses if arises during construction or after signing of this agreement with certain terms and conditions mentioned in the Development Agreement, which was executed on 08.02.2024, duly registered in the office at A.D.S.R.-Garia, South 24 Parganas and recorded in Book No. 1, Volume No. 1629-2024, Pages from 14066 to 14105, Being No. 162900625 for the year 2024 and conferred a Development Power of Attorney after Registered Development Agreement in favour of said developer firm named **M/S PHILOMEL CONSTRUCTION**, which was executed on 08.02.2024, duly registered in the office at A.D.S.R.-Garia, South 24 Parganas and recorded in Book No. 1, Volume No. 1629-2024, Pages from 14106 to 14128, Being No. 162900627 for the year 2024.
- 14)** In accordance with the said Development Agreement dated 08.02.2024 and Development Power of Attorney after Registered Development Agreement on 08.02.2024 applied and obtained a Building Sanction Plan, vide Permit No. .... and Case No. .... Dated from the by/from the Rajpur

*Sonarpur Municipality for constructing a residential cum commercial multi-storied building on the said land, situated at Mouza- Laskarpur, Municipality Holding No. 305, Purba Para, under Ward No. 31, within the limits of the Rajpur Sonarpur Municipality, Police Station: formerly Sonarpur now Narendrapur, in the District of South 24 Parganas.*

- 15)** *The aforesaid Developer self and on behalf of the said Owner (as attorney) desire to sell a flat/unit from developer's allocation of **ALL THAT** piece and parcel of one self-contained Apartment/Unit, admeasuring carpet area of ..... more or less, on the ....floor of the multi-storied building, together with undivided impartible proportionate share of land, lying and situated at Mouza-Laskarpur, J.L No. 57, R.S, No. 174, Touji No. 3-5, Paragana, comprised in R.S. Dag Nos. 1206 & 1207 under R.S. Khatian Nos. 340 & 662, corresponding to L.R. Dag Nos. 2753 & 2754 under L.R. Khatian No. 3293, Being Holding No. 305, Purba Para, under Ward No. 31, within the limits of the Rajpur Sonarpur Municipality, A.D.S.R.O. formerly Sonarpur now Garia, P.O. Laskarpur, Police Station: formerly Sonarpur now Narendrapur, in the District of South 24 Parganas, West Bengal, morefully and particularly described and mentioned in the SECOND SCHEDULE hereunder written [hereinafter referred to as the "SAID APARTMENT/FLAT/UNIT"], at or being a valuable consideration sum of **Rs. ..../- (Rupees .....)** only.*
- 16)** *The Allottee had applied for an apartment in the Project vide application no. \_\_\_\_\_ dated \_\_\_\_\_ and has been allotted apartment no. \_\_\_\_\_ having carpet area of \_\_\_\_\_ square feet, more or less, type \_\_\_\_\_, on the \_\_\_\_\_ floor in [tower/block/building] no. \_\_\_\_\_ ("Building") along with garage/closed parking no. \_\_\_\_\_ admeasuring ..... square feet, more or less, on the ground floor, as permissible under the applicable law and of pro rata share in the common areas ("Common Areas") hereinafter referred to as the "Apartment" more particularly described in the Second Schedule and the floor plan of the apartment is annexed hereto and marked in colour \_\_\_\_\_.*
- 17)** *The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein.*
- 18)** *By knowing the aforesaid fact and after scrutinized in all respect and being*

satisfied said **MR./MRS.....**, the Allottee/Purchaser herein approaches to the Owner / Vendor /Developer herein to purchase of **ALL THAT** piece and parcel of one self-contained Apartment/Unit, admeasuring carpet area of ..... more or less, on the ....floor of the multi-storied building, together with undivided impartible proportionate share of land, lying and situated at Mouza-Laskarpur, J.L No. 57, R.S, No. 174, Touji No. 3-5, Paragana, comprised in R.S. Dag Nos. 1206 & 1207 under R.S. Khatian Nos. 340 & 662, corresponding to L.R. Dag Nos. 2753 & 2754 under L.R. Khatian No. 3293, Being Holding No. 305, Purba Para, under Ward No. 31, within the limits of the Rajpur Sonarpur Municipality, A.D.S.R.O. formerly Sonarpur now Garia, P.O. Laskarpur, Police Station: formerly Sonarpur now Narendrapur, in the District of South 24 Parganas, West Bengal, morefully and particularly described and mentioned in the SECOND SCHEDULE hereunder written [hereinafter referred to as the "SAID APARTMENT/FLAT/UNIT"], at or being a valuable consideration sum of **Rs. ....-/- (Rupees .....)** only and by knowing the intention of the same said Owner/Vendor/Developer herein agreed and entered the "Agreement for Sale" dated ..... with the Purchaser herein in certain terms and conditions mentioned therein.

- 19)** In pursuance of the said agreement and consideration amount, the said Allottee/Purchaser has/have paid the total consideration amount to the Owner/Vendor or Developer herein. The said Owner/Vendor or Developer has/have claimed that there is/are no outstanding payment / dues in respect of the '**SAID APARTMENT/FLAT/UNIT**', and for the same the said Owner/Vendor or Developer has/have agreed to sell, transfer, assign, and convey the property mentioned in the Second Schedule herein by way of these instant Deed of Conveyance forever to the Allottee/Purchaser herein, which is free from all encumbrances and have good marketable title.

**NOW THIS INDENTURE WITNESSETH** that in pursuance of the agreement and in consideration of **Rs. ....-/- (Rupees .....)** only paid by the Allottee/Purchaser to the Owner/Vendor or Developer herein for the apartment/flat/unit in question including undivided share in the land along with all amenities and facilities at or before the execution of these present, the receipt whereof the Owner/Vendor or Developer hereby admit and acknowledge and from the same and every part thereof acquit, release and

discharge in favour of the allottee/purchaser and caused sold, transferred and conveyed **ALL THAT** piece and parcel of one self-contained Apartment/Unit, admeasuring carpet area of ..... more or less, on the ....floor of the multi-storied building, together with undivided impartible proportionate share of land, lying and situated at Mouza- Laskarpur, J.L No. 57, R.S, No. 174, Touji No. 3-5, Paragana, comprised in R.S. Dag Nos. 1206 & 1207 under R.S. Khatian Nos. 340 & 662, corresponding to L.R. Dag Nos. 2753 & 2754 under L.R. Khatian No. 3293, Being Holding No. 305, Purba Para, under Ward No. 31, within the limits of the Rajpur Sonarpur Municipality, A.D.S.R.O. formerly Sonarpur now Garia, P.O. Laskarpur, Police Station: formerly Sonarpur now Narendrapur, in the District of South 24 Parganas, West Bengal, morefully and particularly described and mentioned in the SECOND SCHEDULE hereunder written [hereinafter referred to as the "SAID APARTMENT/FLAT/UNIT"], and delineated in a Map or Plan hereto annexed and marked in "**RED**" as bordered line, the said residential building situated on the First Schedule hereunder written, which is referred and called as the "**SAID PREMISES**" together with specific common areas and facilities mentioned in the **THIRD SCHEDULE** hereunder written, referred to as the "**COMMON AREAS & FACILITIES**", together with specific as the "**COMMON EXPENSES**" mentioned in the Fourth Schedule hereunder written, **HOWSOEVER OTHERWISE** the said Flat now are or is to at any time hereto before were or was situated, butted, bounded, called, known, numbered, described and distinguished **TOGETHER WITH** all advantages and appurtenances whatsoever thereto belonging or in anywise appertaining to or with the same or any part thereof now are or is or at any time hereto before were or was held, used, occupied or enjoyed therewith or reputed to belong or to be appurtenant thereto and the reversion or reversions, and remainder or remainders and the rents, issues and profits thereof and the said Flat, hereby granted, transferred, sold, conveyed, assigned or assured or intended so to be and every part thereof **AND** all the estate, rights, title, interest, inheritances, use, trusts possession property, claim and demand whatsoever both at law and in equity of the Owner/Vendor or Developer into and upon the said hereby granted, transferred, sold, conveyed, assigned and assured or intended so to be and all the deeds, pattahs, muniments, writings and evidences of title whatsoever relating to or concerning the same or any part thereof which now are or is or at any time heretofore were or was or may be in the custody possession or power of the Owner/Vendor or any person or persons from whom the Owner/Vendor may or can procure the same without any action or suit **TO HAVE AND TO HOLD** the said

*Apartment/Flat/Unit hereby granted, transferred, sold, conveyed, assigned and assured to and unto and to the use of the Allottee/Purchaser absolutely free from all encumbrances forever.*

**THE OWNER/VENDOR DOETH HEREBY COVENANT WITH THE ALLOTTEE/PURCHASER** as follows: -

- A)** *The interest which the Owner/Vendor doth hereby profess to transfer subsists and that the Owner/Vendor has good rights, full power, absolute authority and indefeasible title to grant, transfer, convey, assure and assign the said one self-contained Apartment/Flat/Unit, admeasuring ....., on the .... Floor, of the multi-storied building in the project named “.....”, and the undivided impartible proportionate share or interest of and in the land and hereditaments comprised in the said Premises hereby granted, conveyed, transferred, assigned and assured unto the said Purchaser in the manner aforesaid.*
- B)** *It shall be lawful for the Allottee/Purchaser from time to time and at all times hereafter to enter into, upon and enjoy the said Apartment/Flat/Unit, together with undivided impartible proportionate share or interest in the land comprised in the said Premises and to receive the rents, issues and profits thereof without any interruption, hindrance, claim, demand or disturbances whatsoever from or by the Owner/Vendor or any person or persons claiming through under or in trust for the Owner/Vendor.*
- C)** *The said Flat together with undivided impartible proportionate share or interest in the said land comprised in the said premises is/has free from all charges, encumbrances, liens, lispensens or any other attachment whatsoever.*
- D)** *The Owner/Vendor shall from time to time and at all times hereafter upon every reasonable request and at the cost of the Allottee/Purchaser make do and execute or cause to be made done and executed all such further and other lawful and reasonable acts, deeds, matters, and things whatsoever for better and more perfectly assuring and conveying the said Apartment/Flat/Unit and the said impartible undivided proportionate share or interest in the land comprised*

*in the said Premises unto the Allottee/Purchaser in the manner aforesaid, as shall or may be reasonably required.*

**THE ALLOTTEE/PURCHASER DOT H HEREBY COVENANT WITH THE OWNER/VENDOR** *as follows: -*

- I.** *The Allottee/Purchaser shall hold, occupy, own, and enjoy the said Apartment/Flat/Unit together with undivided proportionate and impartible share or interest of the land/ premises hereby sold and conveyed in common and in consistent with the rights and interest of the owners of other undivided shares in the said Premises.*
- II.** *The Allottee/Purchaser shall mutate his name of the said purchase property in the Assessment Record Office of the department of the Municipal Offices and other concerned offices and pay proportionate share of Rents/ taxes directly to the authority concerned.*
- III.** *The Allottee/Purchaser shall be entitled to sell, transfer, gift or otherwise alienate the said Apartment/Flat/Unit to any person/persons without any consent of the Owner/Vendor or any other Apartment/Flat Owners/ Occupiers of the said premises at certain valuable consideration price in their absolute discretion thinks fit and proper.*
- IV.** *The Allottee/Purchaser shall have other common or easement right over the any area be its inside the building or outside the building within the Boundary wall including Letter Box, Electric Meter Room and Common toilets, Durwans/ Caretaker's Room.*
- V.** *The Allottee/Purchaser shall not or cannot make any structural changes viz. in roof, inside common wall, or front elevation etc. and shall not use and occupy the said apartment/flat/unit for commercial purposes.*
- VI.** *The Allottee/Purchaser shall keep his/her/their Apartment/Flat/Unit insured regularly and shall pay the common expenses as set out in Fourth Schedule*

hereunder written and as would be decided / directed / notified by the Association of the said premises.

**THE FIRST SCHEDULE ABOVE REFERRED TO**  
**THE SAID PROPERTY**

**ALL THAT** piece and parcel of land measuring an area 02 Cottahs 09 Chattacks 27 Sq.ft. be the same a little more or less, together with a single storied dwelling house, having measurement 500 Sq.ft. more or less, cement flooring (consisting of 2 bedrooms, 1 drawing room, 1 kitchen, and 2 Varandah) standing thereon, together with egress and ingress thereto, lying and situated at Mouza- Laskarpur, J.L No. 57, R.S, No. 174, Touji No. 3-5, Paragana, comprised in R.S. Dag Nos. 1206 & 1207 under R.S. Khatian Nos. 340 & 662, corresponding to L.R. Dag Nos. 2753 & 2754 under L.R. Khatian No. 3293, Being Holding No. 305, Purba Para, under Ward No. 31, within the limits of the Rajpur Sonarpur Municipality, A.D.S.R.O. formerly Sonarpur now Garia, P.O. Laskarpur, Police Station: formerly Sonarpur now Narendrapur, Kolkata-700153, in the District of South 24 Parganas, West Bengal.

The said land is butted and bounded as follows: -

**ON THE NORTH:** By 14' feet wide U B Road.

**ON THE SOUTH:** By C.S. Dag No. 1208.

**ON THE EAST:** By C.S. Dag No. 1206 & 1207.

**ON THE WEST:** By C.S. Dag No. 1206 & 1207.

**THE SECOND SCHEDULE ABOVE REFERRED TO**  
**APARTMENT/FLAT/UNIT**

**ALL THAT** piece and parcel of one self-contained Apartment/Unit, admeasuring carpet area of ..... more or less, on the ...floor, cover parking space being no. .... & area measuring 135 sq. ft. of the multi-storied building, together with undivided impartible proportionate share of land, lying and situated at Mouza- Laskarpur, J.L No. 57, R.S, No. 174, Touji No. 3-5, Paragana, comprised in R.S. Dag Nos. 1206 & 1207 under R.S. Khatian Nos. 340 & 662, corresponding to L.R. Dag Nos. 2753 & 2754 under L.R. Khatian No. 3293, Being Holding No. 305, Purba Para, under Ward No. 31, within the limits of the Rajpur Sonarpur Municipality, A.D.S.R.O. formerly Sonarpur now Garia, P.O. Laskarpur, Police Station: formerly Sonarpur now

Narendrapur, in the District of South 24 Parganas, West Bengal, morefully described in the First Schedule herein above written.

**THE THIRD SCHEDULE ABOVE REFERRED TO**  
**COMMON FACILITIES**

1. Main gate, entrance.
2. The roof is to be used for inspection of water reservoir and soaking of clothes etc.
3. Stair, Staircases, landings on all floors of the proposed multi-storied building named and styled as ".....".
4. Common passage, pathways on the Ground Floor.
5. Water-pump, Water tank, Water pipes and other common plumbing installations and its allied accessories.
6. Electrical wiring, meters, and fittings.
7. Drainage and sewers, septic tank, pump room.
8. Such other common parts, areas, equipment, installations, fixtures, fittings, and spaces in or around the said proposed buildings.
9. Lift facilities and Lift Room

**THE FOURTH SCHEDULE ABOVE REFERRED TO**  
**COMMON EXPENSES & OBLIGATIONS**

Cost, expenses and outgoing and obligations for which all purchaser/s (flat owners etc.) of the said building are to contribute proportionately.

- a) The expenses of maintaining, repairing, maintaining roof and re-decorating, and renewing the Main Structures and in particular the drainage system, sewerage, rainwater, discharge arrangement, water supply system, mentioned in the fourth schedule hereto.
- b) The expenses of repairing, maintaining, white-washing and colour washing the Main Structures of the Building including the exterior of the building and the common areas of the building described in the fourth schedule above written.
- c) The cost of cleaning and lighting the entrance of the building the passage and space around the building, corridors, staircase and other common areas. Cost of decorating the exterior of the Premises.
- d) Building Taxes and other Taxes whatsoever as may found payable on account of the said building. All expenses of common service and in common areas and

facilities.

- e) Such expenses as are necessary for or incidental to the maintenance and up-keeping of the Premises and of the common areas' facilities and amenities.

**IN WITNESS WHEREOF** the Parties have set and subscribed to their hands for respective signature on this the day, month, and year first above written.

**In presence of; -**

**WITNESSES: -**

1.

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**Signature of the  
Owner/Vendor/First Part**

2.

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**Signature of the  
Developer/Confirming Party/Second Part**

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**Signature of the  
Allottee/Third Part**

**Drafted & Typed at Advocate Chamber:**

**Advocate**  
**Alipore Judges' Court,**  
**P.O. & P.S. - Alipore**  
**Kolkata: 700027**  
**Reg. No. WB/F-52/2003**

**MEMORANDUM OF CONSIDERATION**

**RECEIVED** a sum of **Rs. ..../- (Rupees .....)** only as full and final consideration money from the above-named **ALLOTTEE/PURCHASER** for this Deed of Conveyance in the following manner: -

<b>Date</b>	<b>Cheque /D.D. No.</b>	<b>Bank Name</b>	<b>Amount (Rs.)</b>

**(Rupees ..... only)**

**In presence of; -**

**WITNESSES: -**

**1.**

PHILOMEL CONSTRUCTION  
  
 Partner

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**Signature of the  
Developer/Confirming Party/Second Part**

**2.**