

**DEED OF CONVEYANCE**

This Deed of Conveyance ("Conveyance Deed") executed on this \_\_\_\_\_ day of \_\_\_\_\_,

2026

**B Y            A N D            B E T W E E N**

**NEW BENGAL BUILDERS (PAN: AAYFN2957K)**, a Partnership Firm having its office at 37, Topsia Road, Kolkata-700039, represented by its partners:

- **Mr. GULZAR ALAM (PAN: AOBPA8809C & AADHAAR NO-7585 4200 1200)**  
son of Mehdi Ali Hassan, by Occupation: Business, by Faith: Islam by Nationality: Indian, residing at Chappan Talab, 37 Topsia Toad, P. S: Tiljala, Kolkata-700039 West Bengal, India.
- **Mr. MD FAISAL LARI (PAN: AMIPL9066H & AADHAAR NO- 464640650695)**  
son of late. Wajihullah Lari, by Occupation: Business, by Faith: Islam by Nationality: Indian, residing at 22/1/h/9/2, Bright Street, Kolkata 700017, West Bengal, India, hereinafter collectively referred to as the **“DEVELOPER/BUILDER/PROMOTER”** (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).

**A N D**

[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).

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

**WHEREAS:**

- A. The schedule mentioned property along with other land belonged to the recorded owner Nani Gopal Sardar and on 2nd day of March, 1964 he sold and transferred the same in favour of Sayaram Basu by virtue of a Deed of Conveyance which was duly registered in the office of the A.D.S.R. Baruipore and recorded in Book No.I, Volume no. 37, pages 1 to 3, being no. 1467 for the year 1964 and by virtue of that Deed said Sayaram Basu became the owner of 35.50 decimals of land.
- B. **AND WHEREAS** a part of the schedule mentioned property was recorded by Hiralal Sardar in R.S. Khatian No. 1501 and he was the recorded owner and possessor of that land.
- C. **AND WHEREAS** that Hiralal Sardar by virtue of a deed of sale registered before A.D.S.R. Baruipore on 14.08.1964 sold and transferred 78.50 decimals of land in favour of said Sayaram Basu. That deed of sale was recorded in that registry office in Book No. I, Volume no. 101, pages 226 to 228, being no. 7982 for the year 1964.
- D. **AND WHEREAS** by a Deed of Conveyance which was duly registered before D.S.R. at Alipore on 20.11.1978, the said Sayaram Basu sold and transferred 4 Cottahs 14 Cottahs 07 sq. ft. of land in favour of Upen Sardar. That deed was recorded in that registry office in Book No.1, Volume No. 199, pages 268 to 270, being no. 6690 for the year 1978 and by virtue of that deed said Upen Sardar became the sole and absolute owner of the said land mentioned hereunder in Schedule. By physical

measurement the land measured about 4 Cottahs 10 Chittacks 25 sq. ft.

- E. **AND WHEREAS** the said Upen Sardar by virtue of a Deed of Conveyance before D.S.R. V at Alipore on 2/06/2023 sold and transferred the land measuring about 4 Cottahs 10 Chittacks 25 sq. ft. to the First party/ Living Space, represented by its proprietor Mr. Aniket Singh with Roup Sanfui acting as the confirming party. That deed was recorded in that registry office in Book No I, Volume No. 1630 pages 48996 to 49024 being no. 1713 for the year 2023.
- F. **AND WHEREAS** the First Party mutated his name at the B.L.L.R.O and obtained new L.R Khatian no- 4380 on the 15<sup>th</sup> day of September 2023. Further, on 17<sup>th</sup> September 2023 the First Party applied for conversion of the nature of land from Bagan to Bastu and on 19 December 2023 obtained the conversion certificate from the B.L.L.R.O vide case number – CN/2023/1615/7227. The first party also applied for the mutation at the Rajpur Sonarpur Municipality vide application number – RJSP/23-24/MU/005522 dated 20 September 2023 and obtained the mutation certificate from the Rajpur Sonarpur Municipality on the 27 September 2023 vide certificate number – RJSP/23-24/MU/005522/123856.
- G. **AND WHEREAS** the First Party, being the absolute owner and sole recorded owner of the Scheduled Property, having clear, marketable and transferable title thereto, approached **M/s. NEW BENGAL BUILDERS** (hereinafter referred to as

the “Developer”) for development of the said land and for construction of a residential building thereon;

- H. **AND WHEREAS** the Developer agreed to undertake such development, and accordingly the parties entered into a Joint Venture Agreement dated \_\_\_\_\_, duly registered before the Office of the \_\_\_\_\_, and recorded in Book No. \_\_\_\_\_, Volume No. \_\_\_\_\_, Pages \_\_\_\_\_ to \_\_\_\_\_;
- I. **AND WHEREAS** in furtherance of the said Joint Venture Agreement and to enable the Developer to carry out the development and deal with the authorities, the First Party also executed a Development Power of Attorney dated \_\_\_\_\_, duly registered before the Office of the \_\_\_\_\_, and recorded in Book No. \_\_\_\_\_, Volume No. \_\_\_\_\_, Pages \_\_\_\_\_ to \_\_\_\_\_.
- J. **AND WHEREAS** The Said Land is earmarked for the purpose of building a [residential project, comprising G+III (Three) multistoried apartment buildings and and the said project shall be known as ' **NBB GARDENIA**'.
- K. **AND WHEREAS** The Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter regarding the said land on which Project is to be constructed have been completed;
- L. **AND WHEREAS** The Promoter has obtained the final layout plan approvals for the Project from Rajpur Sonarpur Municipality. The Promoter agrees and undertakes that it shall not make any changes to these layout plans except in strict compliance with section 14 of the Act and other laws as applicable;

M. The Promoter has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at \_\_\_\_\_ no. \_\_\_\_\_; on \_\_\_\_\_ under registration.

N. **AND WHEREAS** the seller is sound and disposing mind, without undue influence, coercion or fraud and for legal requirements and necessities has agreed to sell and transfer the said Plot unto the purchaser for a total sale consideration of Rs. .... /- (.....Rupees ) and the purchaser has also agreed to purchase of above said Plot for the above mentioned sale consideration.

**NOW THIS SALE DEED WITNESSETH AS HEREUNDER:**

1. That the entire sale consideration amount of the above said Plot amounting to Rs...has been received by the Seller from the purchaser, as full and final sale consideration of the above said Plot, prior to the execution of this sale deed, the receipt of which is hereby admitted and acknowledged by the Seller, The details of the payment is given as hereunder:-
2. That the Seller has handed over the actual, physical, vacant possession of the said Plot unto the purchase and the purchaser has taken the possession and he/she is in possession of the same.
3. That in consequences of the aforesaid consideration, the said Plot is hereby conveyed to the purchaser and purchaser shall hereinafter hold, possess use, utilize the said Plot hereby conveyed as absolute owner thereof at all time and from time to time without any interruption by the Seller or any other person claiming through or under the Seller.

4. That the Seller hereby undertake and agree to get the above said Plot mutated in the name of purchase in all relevant revenue recorded and/or in any other records of any authority concerned and the Seller shall sign any or all documents required in this behalf and/or the purchaser get mutation at his own level on the basis of this sale deed even in the absence of the Seller.
5. That the said Plot sold hereby is free from all sort of encumbrances such as sale, mortgage, litigation, disputes, attachment, acquirement, charges, claim etc and the Seller has subsisting right to sell, transfer and convey the same in any or all manners.
6. That the Seller hereby undertakes to indemnify the purchaser in case any defect in the title of the Seller is found of the above said Plot.
7. That the purchaser has right to use in common any or all casement rights, common path , common stairs, common passage, common sewage, drainage etc.
8. That the Seller is liable to pay all taxes and charges of the said Plot upto the date of registration of the sale deed and thereafter all such taxes and charges shall be paid and borne by the purchaser.
9. That the purchaser has borne all expenses of stamp duty, Registration fee and legal charges in respect of this sale deed.
10. That has right to use, utilize, hold, sell and transfer the said Plot in any or all the manners and the purchaser has right to use the plot in all manners .

11. That the purchaser has the proportionate right in the land and the event of any natural calamity like fire, earthquake, flood and the said building collapse or is materially, damaged then in that event the purchaser above named shall have a right to reconstruct the same and he shall have right to raise pillars, beams etc, from the land and/ the said Plot and the Seller, his legal heirs, other transfers or assigns shall have no right to object in any manner whatsoever it may be.
12. That the PURCHASER shall have every right to get new electric, water, sewer connection(s) or may get transferred and/or changed in his/their own name in the records of Department/Authority concerned on the basis of this deed without any further consent of the seller.
13. The purchaser shall not do any illegal activities in the above said plot which are against the rules which may cause damages/loss to the neighbors and the other

Plots of the Project. PROVIDED ALWAYS AND it is hereby agreed that wherever and whenever such interpretation would be requisite to give the fuller possible scope and effect or any contract or covenant herein contained. The expression, seller and purchaser include their heirs, executors, administrators, legal representatives and assigns language and it is hereby declared by both the parties that in any case the interpretations of this sale deed in considered necessary the English language drafting shall prevail of all intents and purposes.

14. DISPUTE RESOLUTION: All or any disputes arising out or touching upon or in relation to the terms and conditions of this Agreement, including the

interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion, failing which the same shall be settled through an Official Arbitrator under Arbitration and Reconciliation Act, 1996.

**IN WITNESS WHEREOF the parties hereinabove named have set their respective hands and signed this Agreement for Sale at \_\_\_\_\_ in the presence of attesting witness, signing as such on the day first above written**

**SIGNED AND DELIVERED BY THE WITHIN NAMED**

Allotee (Including Joint Buyers)

- 1.
- 2.

\_\_\_\_\_ on \_\_\_\_\_ in the presence of

Affix Photo and Cross Sign the same
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Affix Photo and Cross Sign the same
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**SIGNED AND DELIVERED BY THE WITHIN NAMED**

Affix Photo and Cross Sign the same
--

1. Promoter \_\_\_\_\_  
(Authorised Signatory)

Witness:

1. Signature:

Name:

Address:

2. Signature:

Name:

Address:

**SCHEDULE 'A'**

**(Description of the Flat/Property)**

Being Flat No ..... at the Project Named ..... at ..... on the ..... Floor  
..... with Garage No ..... AND/OR Closed Parking No..... of Total  
..... Sq ft of Carpet Area

On The North:

On The South:

On The East:

On The West:

**SCHEDULE 'B'**

**(Floor Plan of the Apartment)**

ALL THAT one self-contained Residential Flat no....., consist of ..... Bedrooms, one Dinning cum drawing space, One balcony, one kitchen, .....Toilets admeasuring an area of more or less .....square feet more or less as Carpet Area and which is more or less .....covered area located at .....floor in Block ..... building in the project of the said namely “.....” without/along with garage no....., measuring an area of more or less ..... square feet in Block ..... in the project which will be treated as ‘the Apartment’/‘the Single Indivisible Unit upon said land along with garage/car parking space in the project TOGETHER WITH the undivided proportionate variable share in the common parts, portions, areas, facilities, privileges, advantages, benefits and amenities

in said complex TOGETHER WITH the undivided proportionate variable impartible share in the said land underneath G+III storied building, attributable thereto.

**Memo of Consideration**

Received an amount of Rs. .... on and from the within mentioned purchaser the within mentioned consideration money of Rs. .... Vide several Cheques/RTGS/NEFT/Online Payment/QR payment, as mentioned hereunder:

Sl No.	Cheque No.	Date	Amount

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**PROMOTER**

(Authorised Signatory)