

DEED OF CONVEYANCE

THIS DEED OF CONVEYANCE is made on this the _____ day of
....., Two Thousand and Twenty Three, **2023, A.D.**

BETWEEN

- 1) _____, son of _____
residing at _____ Kolkata-
_____, District- South 24 Parganas hereinafter jointly called
and referred to as “The **OWNERS/VENDORS/DEVELOPER**” (which
term or expression shall unless excluded by or repugnant to the
context be deemed to mean and include each of their respective legal
heirs, successors, administrators, executors, legal representatives and
assigns) of the **FIRST PART**.

AND

1) **SRI** (PAN) (AADHAAR No.),
 son of Sri and 2) **SMT.** (PAN)
 (AADHAAR No.), wife of Sri, both are by Faith-
 Hindu, by Nationality- Indian, by Occupation- **No. 1** and
No. 2 respectively, both are residing at, P.O.
, Police Station-, Kolkata-, District-
, hereinafter jointly called and referred to as the
PURCHASERS (which term or expression shall unless excluded by or
 repugnant to the subject or context be deemed to mean and include
 each of their respective legal heirs, successors, administrators,
 executors, legal representatives and assigns) of the **SECOND PART**.

AND**WHEREAS.....**

BACKGROUND

NOW THIS INDENTURE WITNESSETH AS UNDER:**DEFINITIONS:-**

- 1) **THE LAND** shall mean and include, the land fully described in the FIRST SCHEDULE hereunder written.
- 2) **'THE BUILDING'** shall mean, the building comprising the unit, which is constructed as per aforesaid sanctioned plan.
- 3) **'THE UNIT'** shall mean the Flat and the in the building including all fittings and fixtures therein and or thereto.
- 4) **'THE BUILT UP AREA'** shall according to its context means the
- 5) **'THE SUPER BUILT UP AREA'/SALEABLE AREA** shall according to its context means the built up area of the Flat plus the proportionate share of common portions and areas as defined herein in respect of the said flat and appurtenances thereto this proportionate share has been calculated _____ of the built up area, irrespective of actual measurement of the proportionate share of the common portions and areas being more or less.
- 6) **'THE COMMON AREAS'** shall mean the common portions comprised in the building as are outside and beyond the exclusive areas of a unit.

- 7) **'PROPORTIONATE SHARE'** shall mean the Purchasers' share in the land and the common areas and facilities and such share from the all common rights and liabilities including common profits and common expenses and payment of taxes if any dues of Kolkata Municipal Corporation, of the unit.
- 8) **'THE COMMON EXPENSES'** shall mean the expenses incurred for the common purpose.
- 9) **'THE CO-OWNERS'** shall mean all persons who owned or to own any unit or units, including the Purchaser herein.
- 10) **'THE PLAN'** shall mean the plan approved and sanctioned by the Kolkata Municipal Corporation bearing Sanctioned Building Plan
- 11) **'COMMON PURPOSES'** shall mean and include the purpose of upkeep, management, maintenance, administration and protection of the common areas and common portion and the purposes of regulating actual rights and liabilities of the co-owners for the comfortable peaceful and beneficial use, occupation and enjoyment of the co-owners of their respective units and all other purposes or matters in which the co-owners shall have common interest relating to the land and the building.
- 12) **'WORDS'** importing singular shall include plural vice versa and the words importing masculine gender shall mean and include feminine and vice versa and similarly words importing neuter gender shall gender include masculine and feminine genders.

NOW THIS INDENTURE WITNESSETH that in pursuance of the consideration of the said total sum of Rs./- (Rupees only, the true and lawful money of the Union of India paid by the Purchasers to the Owner, for proportionate share of land and cost of construction of the said building, on or before the execution of these present and of and from the payment of the same both hereby acquit, release and forever discharge to the Purchasers of self- contained residential Flat in complete and finished condition. The Vendors/Developer both hereby grant, transfer, convey, sell, assigns and assure to and unto and in favour of the Purchasers, free from all sorts of encumbrances **ALL THAT** the finished self

contained Flat, measuring a bit more or less (.....) sq.ft. super built up area together with half the depth in the floor and the roof of the said unit measuring (.....) sq.ft. more or less including together with common right to use lift and stair up to roof and all ways, paths, passages and common enjoyment of the roof of the building at the absolute exclusion of any right and authority both of the Owners/Vendors/Developer to construct any further floor or floors on the present roof, drains, water courses, water reservoir on the ground floors, electric motor pump, meter room, overhead water tanks on the roof of the said building and all water pipe lines connected with the said building from the water reservoir and tanks and sewer line and other pipe lines etc. together with undivided proportionate share of right, title and interest on land and other right, liberties, easements, appendages, appurtenances and estate right, title, interest, property, claim whatsoever of the Vendors and the Developer/Attorney in the said Flat and a , free from all sorts of encumbrances to hold the same absolutely and forever situate, lying at, more fully and particularly mentioned and described in the **SECOND SCHEDULE** hereunder written and delineated in the **PLAN** or **MAP** annexed hereto, bordered in **RED verges**, hereinafter referred to as the "said Flat and a " **AND** all the estate, right, title, interest, inheritance use, trust, possession, property, claim and demand whatsoever both at law and in equity of the Vendors and the Developer in and upon the said Flat to be used by the Purchasers for their residential purposes, hereby granted sold, transferred, conveyed, assigned and or intended so to be and also to the production of and or inspection for all lawful purposes upon payment of all costs and expenses there upon, reasonable notice of all deeds, paths, muniments, writings and evidence of title whatsoever relating to or concerning the said Flat, at any time heretofore were or was or hereafter shall or may be in the custody, possession or power of the Vendors and the Developer **TO HAVE AND TO HOLD** the said Flat and the said hereby granted, sold, transferred, conveyed, assigned and assured or expressed or intended so to be unto and to the use of absolutely and forever for a perfect and indefeasible estate or inheritance in fee simple in possession without

any manner of condition use, trust or other thing whatsoever to alter defect, encumber or make void the said, and the Vendors and Developer/Attorney doth hereby covenant with the Purchasers that notwithstanding any acts, deeds, matter, assurances or thing whatsoever made, done, executed, occasioned or suffered to the contrary, Vendors/Developer are now lawfully rightfully and absolutely seized and possessed of or otherwise well and sufficiently entitled to **ALL THAT** the said Flat and the said here by granted, sold, transferred, conveyed, assigned and assured or expressed or intended so to be unto and to the use of the Purchasers for a perfect in indefeasible estate or inheritance in fee simple in possession without any manner of hindrance lawful eviction, interruption claim or demand whatsoever from or by the Vendors /Developer any person or persons lawfully or equitably claiming or to claim from, under or in trust for the Vendors and the right and privileges as to the restriction hereunder and that free and clear and freely and clearly and absolutely acquitted, exonerated or discharges or otherwise by the Vendors well and sufficiently saved, defended, keep harmless and indemnified of and from and against all the manner of former or other estate, encumbrances, claim, demands, charges, liens, lispence, debts and attachments, whatsoever had made done executed, occasioned or suffered by the Vendors and the Attorney or any person or to claim from, under or in trust for the Vendors and Developer/Attorney and that free and clear and freely and clearly and absolutely acquitted, executed, discharged or otherwise by the Vendors or the Developer/Attorney well and sufficiently saved defended kept harmless and indemnified of other estate, right, title, lease, mortgage, charges, trusts, wakf, debtor, attachments, executions, lispences, claim, demand and encumbrances, whatsoever made done occasional or equitably claiming or to claim by from through under or in trust for the Vendors and **FURTHER THAT** the Vendors and all persons having or lawfully claiming and estate, right, title, interest whatsoever in the said Flat and the said hereby granted, sold, transferred, conveyed, assigned and assured or any part thereof from under or in trust for the Vendors shall and will from time to time and at all times hereafter at their request and cost of the Purchasers do and execute

all such deeds, acts, matters, assurances and things whatsoever for further better or more perfectly and effectually granting, transferring, conveying, assigning and assuring the said Flat and the said hereby granted, sold, transferred, conveyed, assigned, assuring the said Flat and the said hereby granted, sold transferred, conveyed, assigned and assured and every part thereof unto and to the use of the Purchasers in the manner aforesaid shall or may be reasonably required and that the Purchasers hereby covenant with the Vendors/Developer that the Purchasers will and shall maintain the Flat properly and shall keep the same in good condition so that it may not cause any danger and/or prejudicially effect the other floors and flat **AND** the Vendors/Developer have now in themselves good rightful power and absolute authority to grant, sale, transfer, convey, assign and assure by these presents the said Flat and the said hereby granted, sold, conveyed, transferred, assigned and assured or expressed or intended so to be unto and to the use of the Purchasers in the manner aforesaid and that the Purchasers shall and may from time to time and all times hereafter peaceably and quietly hold, use, possess and enjoy the said Flat and the said hereby granted, sold, transferred, conveyed, assigned and assured or expressed or intended so to be unto and to the use of the Purchasers in the manner aforesaid and to receive the rents, issues and profits thereof without any lawful eviction, interruption, claim or demand whatsoever from or by the Vendors and Attorney or other Co-Owners of the said Building and that they will pay their share or rates and taxes proportionately, relating to the said building until separation and mutation is effected in respect of the said Flat and the said and the separate assessment is made thereby and shall always pay the rates of maintenance charges for the expenditures of the common parts of the Building as will be reasonably assessed by the building committee and/or Owners' Association and that they will and shall not incur, cut, damages any of the main walls, roofs, common stair case, common passage and or common sewers so as to cause damages to the said Ground Plus Three Storied Building with Lift facility and or the said premises and further that the Purchasers shall and will bear jointly with the other Flat/Space Owner or Co-Sharers as the case may be, the costs for

maintenances of the common stair case, common passage, and or common sewers and further that Purchasers shall and will bear jointly with the other Flat Owners or Co-Sharers as the case may be, the costs for maintenances of the common stair case, common passage and common sewers and common parts of the building as mentioned earlier **AND THAT** the Vendors /Developer and the Purchasers hereby had agreed with each other that the Purchasers shall be entitled to enjoy and install electric meter on one of their own name for the aforesaid Flat in the meter room at their own costs and also telephone and cable connection separately in the said Flat and that the water supply shall be from the over head water reservoir of the roof and the water will be lifted from the Ground Floor water tank connected with water, of the said building and the Purchasers shall share the pro-rata costs or electricity charges and or generators costs if installed, with other co-owners of the other Flats and or tenants of the said building and that the stair case/lift leading to the said flat from the Ground Floor up to roof and the passage for ingress and egress from the road to the building and to the stair case/lift shall be used by the Purchasers and or their men, agents, servants etc. commonly with the other co-owners and or tenants of the said building and that the Developer/Attorney shall render all possible help and co-operation to the Purchasers for the purpose of mutation of the Purchasers' name jointly in the Assessment Record of the Kolkata Municipal Corporation concerning the said Flat and the said of the Purchasers in proportion of the said Flat and the said hereby sold and conveyed towards the payment of Municipal Taxes and other outgoings payable in respect of the said premises directly to the authorities concerned and the said rates and taxes etc. and the Purchasers shall also be entitled to sell, lease, mortgage, gift or otherwise alienate the said Flat and the said hereby sold and conveyed towards the payment of Municipal Taxes and other outgoing payable in respect of the said premises directly to the authorities concerned and that the said rates and taxes etc. and the Purchasers shall also entitled to sell, lease, mortgage, gift or otherwise alienate the said Flat and the said hereby sold and conveyed, subject to the terms herein contained to any person or persons without the consent of the Vendors/Developer/Attorney

or any other Co-Owners who may have acquired before and whom may hereafter acquire any right title and interest acquired by the Purchaser or Purchasers under the terms these presents and that the Purchasers' undivided interest in the soil as more fully described in the **FIRST SCHEDULE** hereunder written shall remain common for all times to come that is to say that the Purchasers shall become Co-Owners and Co-Sharers for all times to come in respect of the soil and or ground of the said building proportionately with the other co-owners who may hereafter or heretofore have acquire right title and interest in the soil of the said premises. The Purchasers shall abide by the rules and regulations of the committee of the building.

THE FIRST SCHEDULE ABOVE REFERRED TO

(THE PREMISES)

ALL THAT piece and parcel of Bastu Land measuring an area 6 Cottahs 7 Chittacks 30 sq.ft. more or less along with a Ground Plus Three Storied Building, lying and situated at Mouza- _____, , J.L. No. 5, comprising in Part of R.S. Plot Nos. 2185,2186,2188 under Khatian No. 1867,1868, being Municipal Premises No. 59/B, Abdul Kuddus Road, P.O.Titagarh, Police Station- Titagarh, Kolkata- 700119, District- North 24 Parganas, within the limits of the Barrackpore Municipality, Ward No. 14, A.D.S.R. Barrackpore, which is butted and bounded in the manner following:-

ON THE NORTH :

ON THE SOUTH :

ON THE EAST :

ON THE WEST :

THE SECOND SCHEDULE ABOVE REFERRED TO

**(THE FLAT AND SOLD IN FAVOUR OF
THE PURCHASERS)**

ALL THAT _____. of self- contained residential Flat being No. on the Floor, side, measuring about sq.ft. more or less super built up area, comprising of together with the undivided proportionate share and interest in the land underneath the said building and all common rights over the common areas and facilities at Municipal Premises and the said Flat and the said are delineated and demarcated in the PLAN or MAP annexed herewith and colour with **RED border**, which will be treated as part of this Indenture.

THE THIRD SCHEDULE
(COMMON AREA AND FACILITIES)

- a.** The land on which the building is located, all easement and quasi-easements rights, dominant heritage etc. belonging to land and building.
- b.** The foundation columns, griders, supports main wall, lobbies, stair, staircase, ways, Lift, Lift Room, entrance and exists of the building.
- c.** The easements and wards.
- d.** Installation of common services such as powers, lights, water, sewerage etc.
- e.** Tanks pump, meters, compressors, pipes and tubes and general apparatus and installations existing for common use and passage and paths etc.
- f.** All other parts of this property necessary for convenient to the existence, maintenance and safety of the building and common enjoyment or normally in common use.
- g.** Boundary walls.
- h.** Electric meter, pump and switches fixed in the common areas.
- g.** common parking for two wheeler and cycles.

THE FOURTH SCHEDULE
(DESCRIPTION OF THE COMMON EXPENSES)

1. All cost of maintenance, operating, replacing, white colour washing, painting, decorating, rebuilding, reconstruction, redecorating, lighting the common portions and common areas of the Building included.
2. All charges and deposits for suppliers of common utilities to the Owners in common.
3. Proportionate share of Municipal Tax, water tax and other levis in respect of the land and building save those separately assessed of the Purchasers' Unit.
4. Proportionate share of insurance premium for insuring the Building.
5. All litigation expenses for the common purposes and relating to the common use and enjoyment of the common portions.
6. Electricity charges for the electrical energy, consumed for the operation of the common service.
7. Costs of maintenances, repairs and replacements of common Installations.
8. Fees and charges from all services and consultation and advices required to be obtained from time to time in respect of and/or in relation to the common purposes and common utilities.
9. All other expenses, taxes and other levies as may become necessary or incidental or liable to be paid by the Purchasers in common including such amount as may be fixed for creating a fund for replacement, renovations, repairing and/or repairing of the common portions.

THE FIFTH SCHEDULE

(OTHER RULES AND REGULATIONS)

- a) The Purchasers will not be entitled to claim partition of the undivided proportionate share in the land and or the common parts of the building and roof and or in respect of the common service and utilities therein.
- b) The Owners' Association shall have the power and authority to such rules and regulations for the common purposes as may be the other or the Association may consider reasonable but not inconsistent with the

provisions of the W.B. Apartment Ownership Act, 1972 and the Purchasers shall abide by the same.

- c) The Purchasers shall become members of the Association and shall apart from paying proportionately all costs and expenses relating thereto, sign such forms, papers, documents, memorandums articles, declarations, constitution, rules and regulation as may be necessary and reasonably required for the purpose.
- d) The Purchasers cannot do additions or alterations or constructions of permanent nature in the outside of the said flats or any part thereof which will effect the structure and/or of the building.

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hand and signature to these presents on the day, month and year first above written.

SIGNED, SEALED & DELIVERED

Presence of:-

WITNESSES:-

1.

(SIGNATURE OF THE OWNERS/VENDORS)

2.

(SIGNATURE OF THE PURCHASERS)

.....
**(SIGNATURE OF THE BUILDER/
DEVELOPER/ATTORNEY)**

Drafted and Prepared By

MEMO OF CONSIDERATION

RECEIVED of and from the within named Purchasers the within mentioned sum of Rs./- (Rupees) only, as full and final consideration money of the Flat and the of this Deed, as per following Memo:-

MEMO:-

.....

TOTAL

Rs.

.....

(RUPEES) ONLY.

WITNESSES:-

1.

SIGNATURE OF THE

2.

OWNER/DEVELOPER