

DEED OF CONVEYANCE

THIS DEED OF CONVEYANCE is made on this the day of
 , 2025 A.D.

BETWEEN

GHOROI BUILDERS

Theresa Kento Glover

Proprietor

(1) **SABITA SARKAR, (PAN No. PPHPS6973B), (AADHAAR No. 9272 6098 2240)**, wife of Sanat Kumar Sarkar, by faith - Hindu, by Occupation- Housewife, by Nationality- Indian, residing at Dhamua Dakshin, Magrahat-II, South 24 Parganas, Pin-743610, (2) **SHIBU MONDAL, (PAN No. DXPPM6283L), (AADHAAR No. 3588 9308 3174)**, son of Late Bhadreswar Mondal, by faith-Hindu, by Occupation- Service, by Nationality- Indian, residing at- 46 Natanpally, Mukundapur, South 24, Kolkata - 700099, (3) **JHUNU DAS, (PAN No. BJCPD0721K), (AADHAAR No. 6542 5410 7761)**, wife of Arup Das, daughter of Basudev Mondal and Molina Mondal, by faith- Hindu, by Occupation -Housewife, by Nationality- Indian, residing at 188/E, Dinesh Nagar, P.O.- Mukundapur, P.S.- Purba Jadavpur, Kolkata -700 099, South 24-Parganas, (4) **SUMITRA MONDAL, (PAN No. EEZPM8150Q), (AADHAR No. 3580 1113 2148)**, Daughter of Late Bhadreswar Mondal, by faith- Hindu, by Occupation- Housewife, by Nationality- Indian, residing at Dhalua Nabapally, P.S. - Sonarpur at present Narendrapur, South 24 Parganas, Kolkata- 700152, (5) **BISWANATH MONDAL, (PAN No. DEFPM1331Q), (AADHAR No. 7419 1340 9570)**, son of Late Bhadreswar Mondal, by faith- Hindu, by Occupation -Business, by Nationality Indian, residing at-Dhalua, Nabapally Uttarpara, P.O.- Panchpota, P.S.-Sonarpur at present Narendrapur, South 24 Parganas, Kolkata- 700152 (6) **PURNIMA DAS, (PAN No. CMPPD0371J), (AADHAR No. 2939 4020 8952)**, Daughter of Late Bhadreswar Mondal, by faith- Hindu, by Occupation - Housewife, by Nationality -Indian, residing at Garia, Dhalua Nabapally Uttarpara, P.O.- Panchpota, P.S.- Sonarpur at present Narendrapur, South 24 Parganas, Kolkata- 700152, hereinafter called and referred to as the **LANDOWNERS/VENDORS** as his constituted attorney **GHOROI BUILDERS**, a Proprietorship Firm, having its registered office situated at Village- Dhalua, P.O. - Dhalua,

Police Station- Sonarpur at present Narendrapur, Kolkata- 700152, represented by its Partner **namely SRI NISHIKANTA GHOROI, (PAN No. AGIPG0245P)**, son of Late Kalipada Ghoroi, by faith Hindu, by Occupation Business, by Nationality Indian, residing at Village- Dhalua, P.O. - Dhalua, Police Station- Sonarpur at present Narendrapur, Kolkata- 700 152, hereinafter called and referred to as the **DEVELOPER** (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its heirs, successors, executors, administrators, legal representatives assigns) of the **FIRST PART**.

AND

....., (**PAN No.....**), (**AADHAAR No.**), Son of, by faith - Hindu, by occupation -, by Nationality - Indian, residing at, P.O. -, P.S. -, Dist. - South 24 Parganas, Pin -, (hereinafter called and referred to as the **PURCHASER** (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his heirs, successors, executors, administrators, legal representatives assigns) of the **SECOND PART**.

AND

GHOROI BUILDERS, a Proprietorship Firm, having its registered office situated at Village- Dhalua, P.O.- Dhalua, Police Station- Sonarpur, Kolkata- 700152, represented by its Partner **namely SRI NISHIKANTA GHOROI, (PAN No. AGIPG0245P)**, son of Late Kalipada Ghoroi, by faith - Hindu, by Occupation- Business, by Nationality Indian, residing at Village Dhalua, P.O. - Dhalua, Police Station- Sonarpur, Kolkata - 700152, hereinafter called and referred to as the **"PROMOTER/DEVELOPER"** (which expression shall unless excluded

by or repugnant to the context be deemed to mean and include its heirs, executors, representatives, administration and assigns) of the **THIRD PART.**

WHEREAS One Bhadreswar Mondal, son of Bishnupada Mondal, was the Owner of a plot of land measuring more or less **5 Satak shali land, by virtue of a sale deed being Deed No. 521 for the year 1981. The said deed was recorded in Book No. 1, Volume No. 11, Pages 249 to 257, being deed No. 521 of 1981 at sub register Sonarpur.**

AND WHEREAS The said Owner mutated his name before the BL & LRO and Rajpur Soanrpur Municipality being L.R. Dag No. 125 and L.R. Khatian No 1215, being Holding No. 346, Dhalua Uttar, Ward No. 2.

AND WHEREAS The said Owner died intestate on 07.08.2004 leaving behind the present legal heirs namely (1) SABITA SARKAR, (2) SHIBU MONDAL, (3) MOLINA MONDAL, (4) SUMITRA MONDAL, (5) BISWANATH MONDAL, (6) PURNIMA DAS.

AND WHEREAS now present Owners herein becomes are the absolute Owners of the said property as mentioned in the SCHEDULE "A" hereunder written and seized and possessed of in the above mentioned property / land and they have also mutated their name in the record of B.L. & L.R.O. Sonarpur and separate Rayati L.R. Record of Right has been published in the name of the Owners vide **L.R. Khatian No. 1215, measuring land area 5 Satak comprising in R.S. Dag No. 119, under R.S. Khatian No. 341, L.R. Dag No. 125** of Mouza-Dhalua, J.L. No. 43, within Police Station- Sonarpur at present Narendrapur.

AND WHEREAS the present Owners of the land have executed a Development Agreement dated on 15.06.2022 being Deed No. 03644 for the year 2022 before the A.D.S.R-Garia.

AND WHEREAS the said land owners executed Development Power of Attorney on 15.06.2022, being Deed No. 3645 for the year 2022 at A.D.S.R. Garia.

AND WHEREAS the present Owners of the land are paying tax and rents regularly before the said jurisdiction and the present land owner are executing a Development Power of Attorney to their well-wishers **GHOROI BUILDERS**, a Proprietorship Firm, having its registered office situated at Village Dhalua, P.O. Dhalua, Police Station- Sonarpur, Kolkata 700 152, represented by its Partner **namely SRI NISHIKANTA GHOROI, (PAN No. AGIPG0245P)**, son of Late Kalipada Ghoroi, by faith Hindu, by Occupation Business, by Nationality Indian, residing at Village Dhalua, P.O. Dhalua, Police Station- Sonarpur, Kolkata- 700 152 and its successors-in- office, nominees and assignees.

AND WHEREAS a Deed of Amalgamation was executed by the land owners therein on 14.07.2022, being Deed No. 4245 for the year 2022 at A.D.S.R. Garia.

AND WHEREAS a Deed of Declaration was executed by the land owners on 06.06.2023, for the purpose including L.R. Khatian No. The said deed was recorded being Deed No. 2637 for the year 2023 at A.D.S.R. Garia.

AND WHEREAS the one of land owner Molina Mondal wife of Basudeb Mondal, died intestate on 27.02.2024 leaving behind her only

daughter as legal heirs namely Jhunu Das duly substituted in her place as owner no.3 herein.

AND WHEREAS due to the death of Molina Mondal, being the owner no.3 therein of the previous development power of attorney being book No.I, Volume No. 1629-2022, pages 122688 to 122712 being **Deed No. 12903645 for the year 2022** has cancelled automatically. So the present land owners are executing this Development Power of Attorney for the purpose of registration of sale deed, registered sale agreement and all transfer deed of the developer's allocation herein.

AND WHEREAS the present land owners again executed a Development Power of Attorney on 18.03.2024. The said deed was recorded being Book No. I, Volume No. 1629-2024, Pages 33808 to 33836, being **Deed No. 01502 for the year 2024 at A.D.S.R. Garia.**

AND WHEREAS the said developer has sanctioned the building plan, being **Building Permit No. SWS-OBPAS/2207/2023/1726, Dated- 20.09.2023**, from the Rajpur Sonarpur Municipality, Ward No.2.

AND WHEREAS after completion the said project the Developer has handed over the owner's allocation on, by virtue of a possession letter.

AND WHEREAS the present Purchaser herein has approached to the developer for purchasing a **Flat (Developer's Allocation) being Flat No., Floor (..... side) measuring more or less Sq.ft. super built up area and Carpet area Sq.ft., consisting with Bed Rooms, Kitchen cum Dinning,Toilet, W.C., Varandha (with Lift) as per sanctioned building plan** of the said building together with undivided

proportionate share of the land, hereinafter referred to as the "said flat" more fully described in the **Second Schedule** written hereunder and the property **ALL THAT** piece and parcel of land measuring more or less 3 Cottahs Bastu land comprising in **Mouza- Dhalua, J.L. No. 43, R.S. Dag No. 119, under R.S. Khatian No. 341, L.R. Dag No. 125, L.R. Khatian No. 1215 (previous) at present L.R. Khatian No. 4833, 4834, 4835, 4836, 4837, 4838, being Holding No. 346, Dhalua Uttar, Ward No. 2** within Police Station- Sonarpur at present Narendrapur, fully described in the **First Schedule** below with all easement rights, common rights of the said building which have been mentioned in the **Third Schedule** written hereunder and common expenses of the said building have been mentioned in the **Fourth Schedule**.

AND WHEREAS the Developer has agreed to sell and the Purchaser has agreed and satisfied to purchase the one flat **ALL THAT a Flat (Developer's Allocation) being Flat No., Floor (..... side) measuring more or less Sq.ft. super built up area and Carpet area Sq.ft., consisting with Bed Rooms, Kitchen cum Dinning,Toilet, W.C., Varandha (with Lift) as per sanctioned building plan** of the said building together with undivided proportionate share of the land, fully and particularly mentioned in the **Second Schedule** written hereinafter at the total consideration money **Rs./- (Rupees only)** on the terms and conditions hereinafter appearing as per sanctioned building plan.

AND WHEREAS the owing to urgent need of money the Vendors & the Developer herein gave a proposal to sell the said **Flat No., Floor (..... side) measuring more or less**

..... Sq.ft. super built up area and Carpet area
 Sq.ft., consisting with Bed Rooms, Kitchen cum Dinning,
Toilet, W.C., Varandha (with Lift) as per sanctioned
 building plan of the said building together with undivided
 proportionate share of the land, fully and particularly mentioned in
 the **Second Schedule** and the Purchaser herein being desirous of
 owing the said Flat situate and lying in the **First Schedule** property
 hereunder written with the common areas and facilities described in
 the **Third Schedule** hereunder and taking the liabilities of common
 expenses as described in the **Fourth Schedule** hereunder written and
 it has been inter alia agreed between the parties hereto and for that
 the Developer would sell convey and transfer to the Purchaser the
 undivided right title and interest in the land described in the **First
 Schedule** herein below.

NOW THIS INDENTURE WITNESSETH That in pursuance of the said
 Agreement for Sale dated and in pursuance of the
 consideration of the said flat total sum of **Rs./-**
 (..... **only**) by the purchaser to the vendors on or before
 the execution of these present (the receipt whereof the vendors doth
 hereby admit and acknowledge and also by the memo of consideration
 written hereunder and the Developer do hereby release and discharge
 the properties sold by these presents and also the Purchaser) the
 vendors do hereby sell, transfer, grant, convey, assign and assure unto
 and to the use of the said Purchaser of the said property free from all
 encumbrances and the Developer assure and confirm **ALL THAT** the
 flat being **Flat No., Floor (..... side)**
measuring more or less Sq.ft. super built up area
and Carpet area Sq.ft., consisting with Bed Rooms,
..... Kitchen cum Dinning,Toilet, W.C., Varandha

particularly mentioned in the **SCEOND SCHEDULE** hereinafter collectively called "The Flat" including with undivided proportionate share in the common area and facilities in the building morefully and particularly mentioned in the of the **THIRD SCHEDULE** (hereinafter called the easement) together with undivided proportionate share of the land and the said premises (the common parts, easements, and the land share hereinafter collectively called rights and properties appurtenant thereto) free from charges and/or other encumbrances and/or alienation whatsoever.

(b) The Developer has not entered into any Agreement and/or Arrangement and /or has not done any act, or thing whereby the land Owner title in respect of the unit and rights and properties appurtenant thereto may get alienated and/or encumbered.

(c) There is no statutory, judicial and /or quasi judicial which may prevent the vendors from transferring and /or conveying the Unit and rights and properties appurtenant thereto to the Purchaser free from all encumbrances.

(d) The Developer has confirmed and guaranteed that upon purchase, the purchaser shall acquire a clear and marketable title in respect of the said unit and the rights and the properties appurtenant thereto free from all encumbrances.

(e) Relying on the aforesaid representation and guarantee of the Developer, the Purchaser herein after thorough inspection, has been satisfied in all respect regarding papers and documents of title, materials used with all necessary fittings and fixtures about the building comprising of several self contained independent flats, and spaces which include the Purchaser flat being **Flat No.**,

..... Floor (..... side) measuring more or less
 Sq.ft. super built up area and Carpet area
 Sq.ft., consisting with Bed Rooms, Kitchen cum Dinning,
Toilet, W.C., Varandha (with Lift) as per sanctioned
 building plan and the Purchaser has agreed to the measurement of
 the said flat of the Developer and hereby express their consent to the
 same and undertake not to raise any question and/or create any
 dispute in connection with the measurement of the said flat in future
 and the Purchaser in terms of Agreement a sum of **Rs.**
/- (**Rupees only**) being the
 entire consideration money to the vendors towards the cost of the
 said unit together with undivided proportionate share of land and the
 rights and properties appurtenants thereto and the vendors in its
 turn will hand over vacant possession of the said unit and the rights
 and properties appurtenant thereto as booked by the Purchaser
 complete in all respect at the entire satisfaction of the Purchaser and
 in pursuance whereof the Developer hereby selling, conveying and
 transferring the said **Flat No., Floor (.....**
side) measuring more or less Sq.ft. super built up
area and Carpet area Sq.ft., consisting with Bed
Rooms, Kitchen cum Dinning,Toilet, W.C., Varandha (with Lift) as per sanctioned building plan and the
 rights and properties appurtenant thereto unto and in favour of the
 Purchaser forever.

THE DEVELOPER HEREBY COVENANT WITH THE PURCHASER as follows:-

- (i) That the interest which the Developer do hereby process, transfer, subsists and the Developer has good right, title, full power and absolute authority to grant, sell, convey, transfer,

- (v) That the Developer shall inform time to time to the Purchaser and at all times hereafter upon every reasonable request and at the cost of the Purchaser make, do acknowledge, executed and perform all such further and other lawful and reasonable acts, deeds, conveyances, matters and things whatsoever for further betterment or more perfectly assuring and absolutely granting the property and every part thereof hereby granted and sold, unto and to the use of the purpose.
- (vi) **AND THAT** the unit and the rights and properties appurtenant thereto is freely, clearly and absolutely acquitted, exonerated, released and forever discharged from and by the vendors unto and in favour of the Purchaser.
- (vii) The Purchaser shall hereafter have the rights to mutate his name of the said flat in the records of the Rajpur Sonarpur Municipality, or any other authority or authorities concerned, as sole owner of the unit, rights and properties appurtenant thereto and also to pay the Rajpur Sonarpur Municipality rates and taxes as may be assessed or appurtenant thereto and until and unless the unit is separately assessed the purchaser will pay proportionate share of rates and taxes.
- (viii) The purchaser shall be entitled to all rights, privileges, vertical and lateral supports, easements, quasi-easements, appendages and appurtenances whatsoever belonging or in any way appertaining to the unit or therewith held, used, occupied or reputed or known as part and parcel thereof or appertaining thereto which is more fully and particularly mentioned in of the **THIRD SCHEDULE** hereunder written.

from time to time towards maintenance and management of the common parts and payments of Rajpur Sonarpur Municipality rates and taxes.

- (vi) Upon separation and/or mutation of the unit and the rights and properties for the purpose of liability of Rajpur Sonarpur Municipality rates and taxes and impositions the Purchaser shall pay such Tax, impositions as may be assessed in respect of the said unit and the rights and properties directly to the Rajpur Sonarpur Municipality.
- (vii) The Purchaser shall also bear and pay all other taxes proportionately of his said flat, if any water tax etc. in respect of the building and the unit proportionately.
- (viii) The Purchaser shall also be liable to pay the penalty, interest, costs, charges and expenses and in respect of any such taxes or impositions, proportionately, wholly as the case may be in respect of the same be imposed or charged due to the default of the Purchaser in complying with his obligations, hereunder concerning the payments and/or deposit or otherwise, the liability of such payment by the Purchaser will accrue with effect from the date of delivery of possession of the said unit and the rights and properties by the vendors to the Purchaser.
- (ix) The Purchases hereby undertakes to enter as a member of flat OWNER'S Association to be formed by the Developer in the Building/Apartment appurtenant thereto for the purpose of proper management, control of the common parts and do all acts, deeds and things as may be necessary or expedient for the common purposes and the Purchaser undertake that until the Association is formed and takes the maintenance and

management of the common portions, the Purchaser shall co-operative with the Developer and thereafter with the owner's Association and pay their proportionate share of Rajpur Sonarpur Municipality rates and taxes along with proportionate share of common expenses.

- (x) The Association and the co-owner's in the building shall remain liable to indemnify and keep indemnified the land Owner/Developer for all liabilities due to non-fulfillment of their respective obligation hereunder.
- (xi) The Purchaser shall at his own cost and expenses be entitled to repair, addition, alterations, modifications, plaster, white washing, painting, inside wall of the said unit and shall keep the unit and every part thereof, fittings and fixture therein or exclusively for the unit comprised therein, properly painted and in good repairs and in neat and clean condition and as a decent and respective place for residential purpose.

THE PURCHASER SHALL NOT DO THE FOLLOWING IN CONNECTION WITH THE USE AND ENJOYMENT OF THE UNIT AND COMMON PARTS THEREOF:-

- (i) To interfere with or hinder or obstruct in any manner whatsoever in the construction of the said building or any part thereof by the Developer as per sanctioned plan by Rajpur Sonarpur Municipality.
- (ii) To do anything whereby the vendors is prejudicially affected.
- (iii) To throw any rubbish or store any article combustible goods in the common parts.
- (iv) To carry on any obnoxious, noisy, offensive, illegal or immoral activities in the said unit.

- (v) To cause any nuisance or annoyance to the co-Purchaser and/or occupants of the other portions of the said building and/or unit.
- (vi) To decorate or paint or otherwise alter the exterior wall of the said unit or common parts of the said building in any manner.
- (vii) To claim any partition or sub-division of the said land or the common parts.
- (viii) To obstruct or raise any objection of the proportionate undivided share of the land.
- (ix) Not to use or allow user of the unit any portion thereof for the purpose of Restaurant, Hotel save and except the unit for residential purpose.

FIRST SCHEDULE ABOVE REFERRED TO

LAND

ALL THAT piece and parcel of land measuring more or less 3 Cottahs Bastu land comprising in **Mouza- Dhalua, J.L. No. 43, R.S. Dag No. 119, under R.S. Khatian No. 341, L.R. Dag No. 125, L.R. Khatian No. 1215 (previous) at present L.R. Khatian No. 4833, 4834, 4835, 4836, 4837, 4838, being Holding No. 346, Dhalua Uttar, Ward No. 2** within Police Station- Sonarpur at present Narendrapur and butted and bounded by as follows:-

- ON THE NORTH** : Land of R.S. Dag No. 199 & Plot No.A;
- ON THE SOUTH** : 12 ft. wide Municipal Road Nearest to Dhalua Main Road,
- ON THE EAST** : 6 ft. wide common passage;
- ON THE WEST** : Land of R.S. Dag No. 124;

'SECOND' SCHEDULE ABOVE REFERRED TO
(FLAT)

ALL THAT a Flat (Developer's Allocation) being Flat No.,
 Floor (..... side) measuring more or less
 Sq.ft. super built up area and Carpet area
 Sq.ft., consisting with Bed Rooms, Kitchen cum Dinning,
Toilet, W.C., Varandha (with Lift) as per sanctioned
 building plan of the said building together with undivided
 proportionate share of the land, hereinafter referred to as the "said
 flat" more fully described in the **Second Schedule** written herein
 within the P.S. Sonarpur at present Narendrapur, under the limit of
 Rajpur Sonarpur Municipality, Ward No. 2, being **Holding No. 346,**
Dhalua Uttar, Dist. South 24 Parganas, Kolkata- 700152, with all
 common rights. The floor plan in annexed herewith marked in colour
"RED" per sanctioned building plan.

ON THE NORTH :
ON THE EAST :
ON THE SOUTH :
ON THE WEST :

THE THIRD SCHEDULE ABOVE REFERED TO
(Common Rights)

1. The right in common with other Purchaser for the use of the common part for ingress and egress and right in undivided proportionate share of land with common enjoyment of common spaces like stair, lobby, open terrace, roof and common areas and common entrance of the building (with Lift).

2. The right to passage in common with other Purchaser, to get electricity water connection from and to any other unit or common parts through pipes, drains, lying or being under though or over the said unit as far as may be 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. The right of support from the said flat that be enjoyed by the other parts of the said building.
5. The right with or without workmen and necessary materials to enter from time to time upon the said flat for the purpose of repair as may be necessary for such pipes, drains, wires and conduits as aforesaid provided always that save in case of emergency the Purchaser shall be given a prior 48 hours notice in writing of such entry as aforesaid.
6. Staircase, stair landing, water reservoir, water tank, water pump, septic tank, roof and all other common facilities in common with other flat Purchaser along with Vendor/Land lords, Landladies, Promoters/Developers.
7. Common meter of the building.

THE FOURTH SCHEDULE ABOVE REFERRED TO
(i.e Common expenses and maintenance of the Building)

1. All costs of maintenance, white washing, repairing, redecorating, painting, repainting, renovating and replacing the common parts and also the outer walls of the said Building.

2. Insurance premium for insuring the said building against earth-quake, lightening, riot, damage etc.
3. All charges and deposits for supplies for common utilities and taxes.
4. Costs of getting electricity connection and any other statutory expenses.
5. All litigation expenses for protecting the title of the said land and Building.
6. All expenses and outgoings as may be deemed by the association/committee to be formed by the Landowners Developer & all other flat owners to protect the interests /rights of the Purchaser /Owners.

IN WITNESS WHEREOF both the parties put their respective signatures on this Deed on the day, month and year first above written.

**SIGNED, SEALED AND
DELIVERED** by the **PARTIES** at
Kolkata in the presence of:

Witnesses :

1.

**AS THEIR CONSTITUTED
ATTORNEY OF THE SAID OWNER**

2.

**SIGNATURE OF THE
PURCHASER**

**SIGNATURE OF THE
DEVELOPER/CONFIRMING
PARTY**

Drafted by :

Typed By:

MEMO OF CONSIDERATION

RECEIVED of and from the within named Purchaser as a **Total consideration Rs./- (Rupees only)** as per memo below :

| Date | Bank | Cheque/Draft No. | Amount (Rs) |
|------|------|------------------|-------------|
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | TOTAL | /- |

(Rupees

) only

Witnesses :

1.

GHOROI BUILDERS

Nishi Kanta Ghora

Proprietor

2.

**AS CONSTITUTED ATTORNEY
OF THE SAID OWNER**