

DEED OF CONVEYANCE

THIS AGREEMENT made on this _____ day of _____

Two Thousand Twenty Three (2023).

BETWEEN

MR. ARUN PAUL (PAN- AONPP2786B) (AADHAR 9901 4680 7472), son of Late Chandra Benode Pal, by religion-Hindu, by Nationality-Indian, by Occupation-Retired Person, residing at 2/38, A-1 Sree Colony, Post Office- Regent Estate, Police Station- Netaji Nagar, Kolkata- 700092, Dist: South 24 Parganas, West Bengal, duly represented by its attorney **YASHVI CONSTRUCTION (PAN – AADFY2168G)**, a registered Partnership Firm, having its registered office at GE-145, Phase-I, 908, Rajdanga Main Road, Post Office - EKTP, Police Station – Kasba, Kolkata - 700 107, District – South-24 Parganas, duly represented by one of the authorized partner **MR. BIKASH AGARWAL(PAN: AHAPA8484B) (AADHAAR NO. 272383048531)**, son of Late Rajendra Kumar Agarwal, by occupation-Business, by Religion - Hindu, by Nationality- Indian, residing at 26, Mahamaya Mandir Road, Mahamayatala, Post Office – Garia, Police Station – Narendrapur (formerly Sonarpur), Kolkata - 700084, District – South-24 Parganas, by virtue of a Power of Attorney, hereinafter referred to as the “**OWNERS/ VENDORS**” (which expression shall unless excluded by or repugnant to the context be deemed to mean and include their respective heirs executors, administrators, legal representatives and assigns) of the **FIRST PART**.

AND

MR./MRS./MS..... (PAN -)
(AADHAR NO -.....),son/ daughter/ wife of,
 by occupation-, by faith-, by nationality -
 Indian, residing at, Post Office -
, Police Station-, West Bengal
 -....., hereinafter called and referred to as the “**ALLOTTEE**”
 (which term or expression shall unless excluded by or repugnant
 to the context be deemed to mean and include his/ her/ their
 respective heirs executors, administrators, legal representatives
 and assigns) of the **SECOND PART.**

AND

YASHVI CONSTRUCTION (PAN - AADFY2168G), a registered
 Partnership Firm, having its registered office at GE-145, Phase-I,
 908, Rajdanga Main Road, Post Office - EKTP, Police Station -
 Kasba, Kolkata - 700 107, District - South-24 Parganas, duly
 represented by its Partners namely, **(1) SRI BIKASH AGARWAL,**
(PAN- AHAPA8484B), (AADHAR-2723 8304 8531), son of Late
 Rajendra Kumar Agarwal, residing at 26, Mahamaya Mandir Road,
 Mahamayatala, Garia, Police Station- Sonarpur, Kolkata- 700 084,
(2) SRI PAWAN AGARWAL, (PAN- AFXPA0641R), (AADHAR-
6896 1598 8134), son of Late Babu Lal Agarwal, are by
 Occupation- Business, presently residing at Mat No.-E 121, 4
 Sight Model Town Complex, 437, Madhya Balia, Post Office- Garia,
 Police Station- Narendrapur (previously Sonarpur), Kolkata- 700
 084, **(3) SRI PRASANT RAJ KRIT, (PAN- AKJPR5854Q),**
(AADHAR-4816 2209 7453) son of Mr. Ashok Gupta, residing at
 Anathalaya Road, Katihar, Amdabad Katihar, Ward No. 21. Bihar,
 Police Station- Katihar, Pin- 854105, presently residing at Flat No.

UPE010316, Upohar Efficiency, Chak Garia, Kolkata-700094, **(4) SRI RAJIV KUMAR SINGH, (PAN- BRYPS6715E), (AADHAR-3290 4879 4723)** son of Mr. Umesh Singh, residing at C-3, Tripureshwari Park, Post Office: Garia, Police Station: Sonarpur, Kolkata-700084, **(5) SRI ABIR DUTTA, (PAN- AQVPD1443), (AADHAR-2381 9770 8631)** son of Mr. Pijush Kanti Dutta, residing at J-103, Mayfair Greens, 449, S.N. Ghosh Avenue, Post Office: Narendrapur, Police Station: Sonarpur, Kolkata-700103, all by faith- Hindu, by nationality- Indian, by Occupation- Business, hereinafter jointly referred to as the **“PROMOTER/DEVELOPER”** (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the partners or partner for the time being of the said firm, the survivor or survivors of them and their respective heirs, executors and administrators of the last surviving partner and his /their assigns) of the **THIRD PART.**

WHEREAS Saraswati Das was the absolute owner of all that the Shali land 48 Decimal be the same a little more or less comprised in R.S. Dag no. - 208/260, 208/261, 208/262, under R.S. Khatian No. - 44, Touzi No. - 56, Mouza - Nayabad, J.L. No. 25, District - South 24 Parganas, Sub-Registry office, Alipore.

AND WHEREAS the said Saraswati Das sold, conveyed and transferred all that piece and parcel of shali land admeasuring more or less 05 Cottah which is equivalent to 8.26 Decimal more or less in R.S. Dag No - 208/260, under R.S. Khatian No. - 44, Touzi No. - 56, comprised in Mouza - Nayabad, District - South 24 Parganas, Alipore in recorded in Book No. I, Volume No. 309, Pages from 127 to 131, for the year 1981, in Deed No.9381

registered in the office of District Sub Registry office in favour of Niranjana Mondal, son of Late Hara Kali Mondal absolutely and forever, for the valuable consideration mentioned therein.

AND WHEREAS the said Saraswati Das sold, conveyed and transferred all that piece and parcel of Shali land measuring about 8 Decimal more or less out of total land measuring 40 decimal more or less in R.S. Dag No. 208/260 comprised in Mouza – Nayabad, 23 Decimals more or less in R.S. Dag No. 208/261 comprised in Mouza -Nayabad and 9 Decimals more or less in R.S. Dag No.208/262 comprised in Mouza - Nayabad, under R.S. Khatian no. - 44, Touzi No.- 56, District - South 24 Parganas, registered in the office of District Sub Registry office Alipore recorded in Book No - I, Volume No. 288, Pages from 212 to 215, Deed No. 8435 for the year 1981 in favour of Krishna Pada Mondal, s/o of Niranjana Mondal absolutely and forever, for the valuable consideration mentioned therein.

AND WHEREAS the said Niranjana Mondal, son of Late Hara Kali Mondal and Krishnapada Mondal, son of Niranjana Mondal sold, conveyed and transferred all that piece and parcel of Shali land measuring about 01 Cottah 09 Chittaks 12 Sq. Ft. more or less out of total land measuring 3 Katha in R.S. Dag no. 208/260 and 01Cottah 06 Chittaks 33 Sq.Ft. more or less in R.S. Dag no. 208/261 comprised in Mouza - Nayabad, R.S. Khatian no. 44, Touzi No. - 56, District - South 24 Paraganas, registered in the office of District Sub Registry, Alipore recorded in Book No - I, Volume No. 203, Pages from 125 to 130, Deed No 7361 for the year 1983 in favour of Nirmal Chandra Pal (now deceased) (now

deceased), Son of Late Chandra Benode Pal absolutely and forever, for the valuable consideration mentioned therein.

AND WHEREAS the said Nirmal Chandra Pal (now deceased), son of Late Chandra Benode Pal gifted and transferred out of love and affection all that piece and parcel of shali land measuring more or less 4.95 Decimals which is equivalent to 03 Cottah (the split up being 01 Cottah 09 Chittak 12 Sq. Ft. more or less in R.S. Dag no. 208/260 and 01 Cottah 6 Chittak 33 Sq. Ft. more or less in R.S. Dag no. - 208/261) comprised in Mouza - Nayabad, under R.S. Khatian no. - 44, Touzi No 56, District - South 24 Parganas, by virtue of Deed of Gift registered in the office of the District Sub Registry office III at Alipore, being Deed No. 6638 for the year 2009 in favour of Arun Paul, son of Late Chandra Benode Pal absolutely and forever.

AND WHEREAS the said Krishna Pada Mondal, son of Niranjan Mondal sold, conveyed and transferred all that piece and parcel of Shali land measuring more or less 01 Cottah 10 Chittaks 39 sq. Ft. (the split up being 15 Chittaks 3 sq. Ft. more or less in R.S. Dag no. 208/261 and 11 Chittaks 36 Sq. Ft. more or less in R.S. Dag no. 208/262) comprised in Mouza - Nayabad, under R.S.Khatian no. - 44, Touzi No. 56, District - South 24 Paraganas, registered in the office of Additional District Sub Registry office at Alipore, being Deed No. 16279 for the year 1983 in favour of Monorama (Dutta) Pal, daughter of Late Chandra Benode Pal absolutely and forever, for the valuable consideration mentioned therein.

AND WHEREAS the said Monorama (Dutta) Pal, daughter of Late Chandra Benode Pal by virtue of Deed of Gift gifted and

transferred out of love and all that piece and parcel of Shali land 01 Cottah 10 Chittaks 39 sq. Ft. (the split up being 15 Chittaks 3 sq. Ft. more or less in R.S. Dag no. 208/261 and 11 Chittaks 36 sq. Ft. more or less in R.S. Dag 208/262) comprised in Mouza - Nayabad, under R.S. Khatian no. - 44, Touzi No 56, District - South 24 Parganas, registered in the office of District Sub-Registry III, Alipore, recorded in Book No.1, Volume No 26, Pages from 4679 to 4691, Deed no. 6639 for the year 2009 in favour of Arun Paul , son of Late Chandra Benode Paul, absolutely and forever.

AND WHEREAS Arun Paul, son of Late Chandra Binode Pal, thus became the absolute owner by virtue of two Deed of Gifts registered on 05/10/09 at D.S.R.-III, Alipore, South 24-Parganas in Book- I, CD Volume No. 26, pages from 4822 to 4837, Being no. 6638 for the year 2009 (03 Cottah more or less) and registered on 05/10/09 at D.S.R.-III Alipore, South 24-Parganas in Book- I, CD Volume No.26, pages from 4679 to 4691, Being no. 6639 for the year 2009 (01 Cottah 10 Chittaks 39 sq. ft. more or less) of **ALL THAT** piece and parcel of undivided land measuring total **04 Cottahs 10 Chittaks 39 sq. ft.** which is equivalent to **7.72 decimal** more or less in R.S. & L.R. Dag No. 208/260, in R.S & L.R. Dag No. 208/261, in R.S & L.R. Dag No. 208/262, L.R Khatian No.2895, under R.S Khatian No. 44, comprised in Mouza- Nayabad, J.L. No.25, Touzi No.56, South 24 Paragana, under R.S Khatian No. 44, District Sub Registrar – III Alipore, Police Station – Purba Jadavpur, hereinafter referred to as the “SAID PROPERTY”.

AND WHEREAS the Owner herein approached **YASHVI CONSTRUCTION**, the Developer herein, in order to fulfil his desire of developing the Said Property more fully described in the **FIRST SCHEDULE** hereunder written, and the Developer herein having accepted the said proposal of the Owner, agreed to enter into a Development Agreement for construction of a residential building on the Said Property as per plan to be sanctioned by the Kolkata Municipal Corporation or any other appropriate authority.

AND WHEREAS a building Plan for development of the said Land was duly sanctioned by the Kolkata Municipal Corporation vide **sanction plan No. 2024120210 dated 29.08.2024** for construction of a G+III storied building for residential purpose.

AND WHEREAS as per sanction plan the Developer started the constructional work of the said G+III storied building consisting of flats, garages/car parking spaces as per sanctioned Plan.

AND WHEREAS the Party of the **THIRD PART/ PURCHASER/S** herein with a view to acquire a Flat and Car parking space in the said building complex, have taken inspection of the title deeds, sanctioned building plan and all other relevant papers and documents of the said landed property as mentioned in the First Schedule hereunder written and being satisfied with the same.

AND WHEREAS upon satisfied with the right, title and interest of the owner in the said property, the Purchaser herein proposed to purchase a self contained flat, being **Flat No.** _____ on the _____ **floor**, Block No. _____, at the **South**

- **East** side measuring _____ **sq. ft.** super built up area be the same a little more or less together with **one covered Car parking space** measuring more or less **120 sq. ft.** on the Ground floor of the said **G+III** storied building more fully described in the **Second Schedule** hereunder written, at a fixed total price or consideration money of **Rs.** _____/- (**Rupees** _____) **only** and the Owners/Vendors and the Developer/Confirming Party herein agreed to sell the said Second Schedule mentioned Flat at the said consideration, being the highest market price.

The Vendors and the Developer and do hereby covenant with the Purchasers as follows:-

1. NOTWITHSTANDING anything hereinbefore done or suffered to the contrary, the Owners/Vendors have good and absolute right, title and authority to grant, convey, transfer, assign and assure all that the said Flat mentioned in the **SECOND SCHEDULE** hereunder written along with common area with amenities and facilities provided thereat and described hereunder and all the rights, privileges and appurtenances thereto belonging and hereby sold, conveyed and transferred unto the Purchasers in the manner aforesaid and that the Owners/Vendors have not done or suffered knowingly from anything whereby the said Flat may be encumbered, affected or impeached in respect of the estate, title or otherwise.

2. That there is no encumbrances, charges, trust, liens, attachments, claim or demand whatsoever now subsisting etc. or proceeding pending and have not been offered as security or otherwise to any authority whatsoever or howsoever.

3. That the Purchasers shall henceforth peaceably and quietly hold, possess and enjoy the right, title and interest or profits derivable from and out of the Said Flat without any let or hindrance, interruption, claim, disturbances or demand from or by the Owners/Vendors or the Developer or any person or persons claiming through or under or in trust for the Owners/Vendors without any lawful eviction, let, hindrance, interruption or disturbances by any person or persons whatsoever.

4. All the taxes, land revenue and other impositions payable in respect of the said Flat up to the date of handing over the possession of the same to the Purchasers, shall be paid by the Owners/Vendors and if any portion of any tax, impositions etc. be found to have remained unpaid for the period as mentioned above, liability shall be of the Owners/Vendors to pay the same and if the same is paid by the Purchasers then it will be recoverable from Owners/Vendors prior to the date of delivery of possession of the said Flat unto and in favour of the Purchasers and the Purchasers shall pay the entire taxes and outgoings in respect of the said Flat after the instant Deed of Conveyance is registered, possession given subject to the formation of the Association as mentioned here to when the Purchasers shall pay the Government Rent and Municipal taxes

and other outgoings exclusively for the said Flat and shall pay for all the common portions proportionately to the said Association as would be so directed .

5. The Owners/Vendors shall at all times do and execute all such acts, deeds, things and assurances as may be reasonably required by the Purchasers for better or further effectuating and assuring the conveyance hereby made or the title of the Purchasers to the property hereby sold and conveyed or any mistake or deficiency to the extent of description or other particulars of the said property.

6. The Purchasers, his heirs, executors and assigns shall have good right, title and full power and absolute authority to grant, transfer, sell, convey and assign the said flat.

7. The Purchasers shall not cause any obstruction to the others in any manner in the entrance or exit or to user of any common space in the premises, keep any dirt/rubbish/refuse etc. save and except the place is reserved for the said purpose.

8. The Purchasers shall not make any alterations and maintain the symmetry of the balcony and balcony grill design and colour approved by developers for project christened as **“Pristine Enclave”**.

9. The Purchasers shall not make any alterations and maintain the symmetry of the window grills design and colour approved by developer for project christened as **““Pristine Enclave””**.

10. The Purchasers shall not make any alterations and maintain the entire exterior building design and colour approved by Developer for project christened as “**Pristine Enclave**”.

11. That the Purchasers' share in the land shall always be undivided and will not give any specific exclusive right in the land of the common area and facilities as per West Bengal Apartment Ownership Act and the undivided share and interest of the demised land hereby agreed to be said will be held by the Purchasers with heritable and transferable rights along with the Flat and being constructed for them subject however, to the terms and conditions to be incorporated in the Deed of Declaration as per aforesaid Act.

12. That if any error or omission is found in the instant Deed in future the Vendors at the costs and expenses of the Purchasers shall execute and register a Deed of Declaration/Rectification if any, in favour of the Purchasers or their heirs/executors/administrators/legal representatives and assigns.

13. The Purchasers shall pay the proportionate share of tax of the premises with other co-owners until or unless their names are separately assessed by the Kolkata Municipal Corporation.

14. The vendors/developers shall provide completion certificate of the said plan duly sanctioned by the Kolkata Municipal Corporation to the Purchasers within 15 days after receiving the same from the competent authority.

15. That the Purchasers shall not store any inflammable article, fireworks install any machinery, electrical motor and/or start any hotel business in the said Flat which may cause sound pollution/air pollution, smoke etc. to the occupant of the other flats in the building.

16. That the Purchasers shall pay the proportionate share of premium of the Insurance for the said building if any.

17. The Purchasers shall also bear all other cost and expenses proportionately for the building or any common part or space thereof with the other flat Owners inclusive of the Owners/Vendors (or previous land lord) herein.

18. Indemnification by the Vendor about the correctness of the Vendors' title and authority to sell and this Conveyance is being accepted by the Purchasers on such express indemnification by the Owners/Vendors about the correctness of the Owners/Vendors' title, which if found defective or untrue at any time, the Owners/Vendor, shall forthwith, take all necessary steps to remove and/or rectify the same.

19. That the Developer/Confirming Party reserves the easementary right of accessing the premises of the project christened as "**Pristine Enclave**" for various purposes that include maintenance and construction that is to be carried on at the same premises.

THE FIRST SCHEDULE ABOVE REFERRED TO

ALL THAT piece and parcel of undivided shali land measuring total **04 Cottahs10 Chittaks 39 sq. ft.** which is equivalent to **7.72 decimal** more or less in R.S. & L.R. Dag No. 208/260, in R.S & L.R. Dag No. 208/261, in R.S & L.R. Dag No. 208/262, L.R Khatian No.2895, under R.S Khatian No. 44, comprised in Mouza-Nayabad, J.L. No.25, In Premises No.4008, Nayabad, Vide Assessee No.311090840555, Street Name, Nayabad, Ward No. 109, Touzi No.56, District Sub Registrar Alipore, South 24 Parganas, Police Station – Purba Jadavpur, Post Office-Panchasayar, Police Station – Purba Jadavpur, District – South-24 Parganas, Kolkata-700094, within the limits of Kolkata Municipal Corporation, adjacent to Nayabad Road, together with all easements rights and appurtenances thereto attached being butted and bounded as follows:-

ON THE NORTH	:R.S. DAG 235(P), 237(P) & 239 (P)
ON THE SOUTH	:R.S.DAG 208/262(P), 208/261(P) & 208/260(P)
ON THE EAST	:17 Ft. ROAD & R.S. DAG 204(P) & 259 (P)
ON THE WEST	:R.S. DAG 208/263(P)

The name of the said building project above is known, called and named as “**PRISTINE ENCLAVE**”

THE SECOND SCHEDULE ABOVE REFERRED TO

ALL THAT Flat No. “.....” measuring about
Sq.ft. being Carpet area including Balcony (..... **Sq.Ft.**

being Super Built-up area) on theside of the**Floor** of the said **Ground Plus three** storied building consisting of Bed rooms, Dining, Drawing room,Toilet, W.C., Kitchen and Veranda along with one covered car parking space of the Housing Complex named and styled as “**PRISTINE ENCLAVE**” also together with proportionate undivided share of land and all common rights and common service and expenses and also fixtures and fittings, electrical installation mentioned in the Fourth Schedule hereunder written and the Flat & parking is being erected as per the Building **sanction plan no. 2024120210** dated **29.08.2024** sanctioned by the Kolkata Municipal Corporation, on the Said Property situated and lying at Mouza- Nayabad, J.L. No.- 25, Ward No.109, within Municipal Premises No. 4008, Nayabad, under Kolkata Municipal Corporation, Police Station- formerly Purba Jadavpur presently Panchasayar, Kolkata-700094, District- South 24 Parganas, West Bengal, morefully described in the Schedule - A herein above.

THE THIRD SCHEDULE ABOVE REFERRED TO

(Common Rights And Services)

Vacant roof, land open space in the Ground floor excluding garage space, electrical common fittings and fixtures wiring electric motor and pump, water pipe lines, stair, Lift, main gate and entrance, boundary walls, electric meter space, common electric meter, water reservoir, CCTV, water filtration plant, Power backup and others common facilities of the Complex of the said Premises.

IN WITNESS WHEREOF the parties hereunto set and subscribed their respective hands and seals on the day, month and year first above written.

SIGNED, SEALED & DELIVERED

At Kolkata

WITNESSES :

1.

2.

**SIGNATURE OF THE
VENDOR**

**SIGNATURE OF THE
PURCHASER**

**SIGNATURE OF THE
DEVELOPER**

MEMO OF CONSIDERATION

RECEIVED of and from the within named Purchasers the within mentioned sum of **Rs.** _____/- **(Rupees _____) only** towards the full and final consideration price of the within mentioned Flat of the building Municipal Premises No. 4008, Nayabad together with undivided proportionate share or interest in the land underneath as per memo below:

Rs. _____/ **(Rupees _____)**
only

WITNESSES

1.

2.

SIGNATURE OF THE VENDOR